

provided, however, that the use of the Material hereunder shall not include a direct endorsement of any product or service (promotion of the Documentary shall not be deemed an endorsement of a product or service).

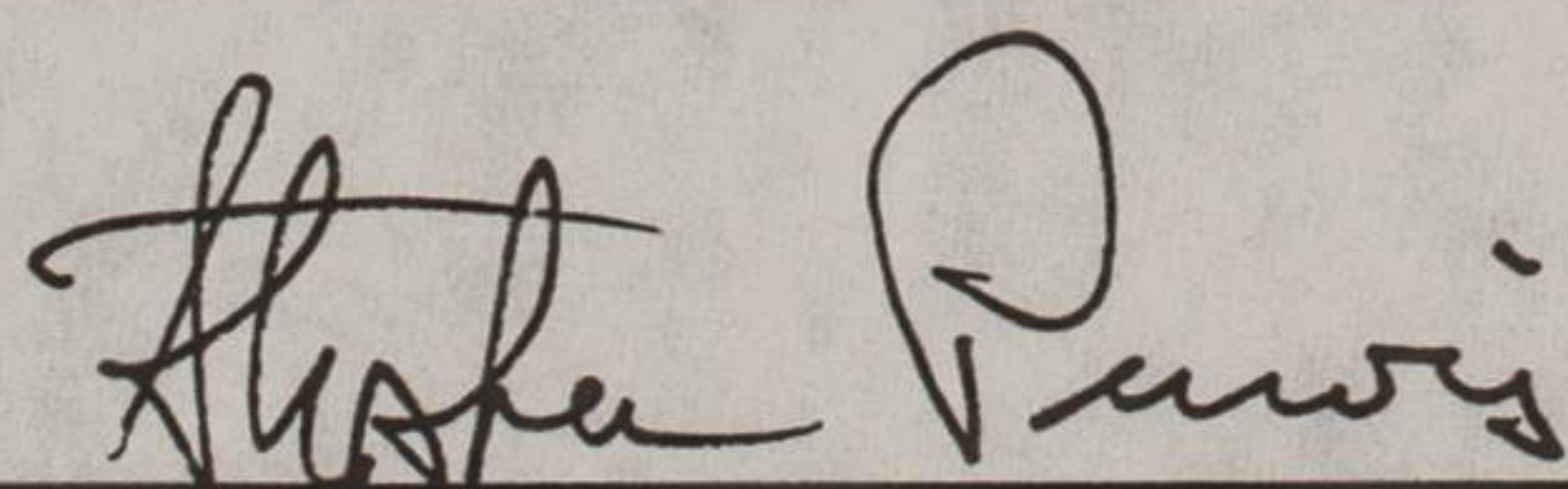
If requested by Licensee, Licenser shall provide Licensee with a clean copy of the photograph at Licensee's sole cost. Licensee shall reimburse Licenser promptly on receipt of Licenser's invoice therefor.

Licenser warrants that Licenser owns and is authorized to grant the rights granted in this agreement and that the use of the material by licensee as described herein will not infringe upon the rights of any person or entity. Licenser hereby reserves, subject to the nonexclusive rights granted hereunder, all right, title and interest in and to the Material, including all copyrights therein and thereto; and Licensee shall own, and Licenser shall have no claim of any kind in or to, all right, title and interest in and to the Documentary, including all copyrights therein and thereto. In no event shall Licensee have any less rights by reason of this agreement to use the Material than any member of the public may now or hereafter have.

This agreement contains the full understanding and agreement of the parties with respect to the subject matter hereof, shall inure to the benefit of our successors and assigns and shall be construed and enforced in accordance with the laws of the State of California.

Licensee:

BRAZOS PRODUCTIONS



By: Stephen Purvis
Its: President

Licenser:

The Nicodemus Historical
Society

