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May 15, 1998

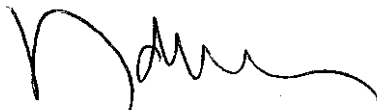
Jerry and Idaz Greenberg
6840 S. W. 92nd Street
Miami, FL 33156

Re: Greenbergs v. National Geographic Society, et al.

Dear Jerry and Idaz:

I-discussed with you recently the terms of a stipulation agreement with the defendants regarding the confidentiality of certain documents produced in discovery. Enclosed please find a copy of the agreement itself, which will provide you with further details as to the mutual understanding. We should all be very careful in terms of information identified by the other side as confidential.

Sincerely,



Norman Davis

Enclosure

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

**JERRY GREENBERG, individually,
and IDAZ GREENBERG, individually,**

Plaintiffs,

CASE NO. 97-3924

CIV-LENARD

Magistrate Judge Turnoff

v.

**NATIONAL GEOGRAPHIC SOCIETY, a district
of Columbia corporation,
NATIONAL GEOGRAPHIC ENTERPRISES, INC, a
corporation, and MINDSCAPE, INC., a
California corporation,**

Defendants.

**STIPULATION
AND AGREEMENT**

It is hereby stipulated and agreed, by and between the undersigned counsel for the parties, that the following Stipulation shall govern the handling of all documents, depositions, deposition exhibits and any other information in any form produced or exchanged during discovery by any party to this action, or by any third party responding to a document request or deposition subpoena (collectively, "Discovery Material").

1. Discovery Material shall be used solely for the purpose of prosecuting or defending this action, and for no other purpose, including but not limited to any business or commercial purpose, with the exception of publicly available materials.

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2. In responding to a request for discovery, the producing party may designate for "Confidential" treatment any Discovery Material that the producing party considers in good faith to be, reflect or reveal confidential research, development or commercial information.

3. The designation of discovery material as "Confidential" for purposes of this Stipulation shall be made in the following manner:

a. with respect to documents or other materials (apart from depositions or other pretrial testimony): by affixing, at the time of copying, the legend "Confidential" to each page containing any Confidential Material;

b. with respect to deposition or other pretrial testimony: (i) by a statement on the record, by counsel, at the time of such disclosure, or (ii) by written notice, sent by counsel to all parties on or before the end of the tenth business day after receiving a copy of the transcript thereof; and, in both of the foregoing instances, by directing that the appropriate legend be affixed to the first transcript page and all pages containing the Confidential Material on the original and all copies of the transcript.

4. "Confidential" Material may be disclosed, summarized, described, characterized or otherwise communicated or made available in whole or in part only to the

following persons:

- a. inside and outside counsel who represent parties in this action, and regular and temporary employees of such counsel assisting in the representation for use in accordance with this Stipulation;
 - b. experts or consultants (other than employees of the parties) assisting counsel for the parties;
 - c. the Court in this action (including clerks and administrative officers acting in the course of carrying out their official duties) and court reporters employed in connection with this action; and
 - d. any actual deponent or witness in this action who: (i) has previously seen, in the ordinary course of business, the specific documents or material to be shown, (ii) has been informed, in the ordinary course of business, of the contents of the specific documents or material to be shown, or (iii) is currently employed or has been employed by the party that produced the specific documents or material to be shown.
 - e. current employees of the receiving party.
5. Every person to whom Confidential Material, or information contained therein, is disclosed, summarized, characterized, or otherwise communicated or made

available in whole or in part shall first be advised that the material or information is being disclosed pursuant and subject to the terms of this Stipulation and may not be disclosed, summarized, described, characterized or otherwise communicated or made available in whole or in part to any other person, except pursuant to the terms thereof. Further, any person listed in Paragraph 4 above who is given access to Confidential Material or information contained therein, shall first be required to confirm his or her understanding and agreement to abide by the terms of this Stipulation by signing a copy of Exhibit A attached hereto. This paragraph shall not be applicable to the filing of Confidential Material in court; provided, however, that either party shall have the right to move the Court for an Order sealing that portion of the record containing Confidential Material.

6. This Stipulation has no effect upon, and shall not apply to: (a) any producing party's use of its own Confidential Material for any purpose; or (b) either party's use of documents developed or obtained independent of discovery in this action for any purpose.

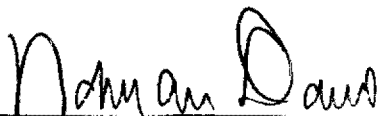
7. If a document or other information is inadvertently produced without any designation of confidentiality, a party nevertheless may assert confidentiality of the document or other information and the parties shall thereafter treat the documents or other

information as Confidential Material. After such an assertion, each party shall affix the legend "Confidential" to each copy of the newly designated document or other information in its possession and shall make all reasonable efforts to ensure that every entity or individual to whom that party has disclosed the information also affixes the appropriate legend to each copy of the newly designated document or other information in its possession.

8. In the event of disclosure of any Confidential Material to a person not authorized to receive it under the terms of this Stipulation, the party responsible for having made, and any party with knowledge of, such disclosure shall immediately inform counsel for the producing party of all information concerning the nature and the circumstances of the disclosure. The responsible party also shall promptly take all reasonable measures to ensure that no further or greater unauthorized disclosure of such information or materials is made by anyone.

9. During the pendency of this action, when any document, testimony or information is designated as Confidential Material, any party objecting to the designation may, after making a good faith effort to resolve any such objection, move on reasonable notice for an order vacating the designation. While such an application is pending, the document, testimony or information in question shall be treated as Confidential Material pursuant to this Stipulation.

Dated: Miami, Florida
May 11, 1998



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Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

JERRY GREENBERG, individually,
and IDAZ GREENBERG, individually,

Plaintiffs,

CASE NO. 97-3924
CIV-LENARD

v.

NATIONAL GEOGRAPHIC SOCIETY, a district
of Columbia corporation,
NATIONAL GEOGRAPHIC ENTERPRISES, INC, a
corporation, and MINDSCAPE, INC., a
California corporation,

**STIPULATION
AND AGREEMENT**

Defendants.

I have read the Stipulation and Agreement governing Discovery Material applicable to the above-captioned action. I understand its terms and agree to be fully bound by them. I further understand that failure to abide fully by the terms of the Stipulation and Agreement governing Discovery Material may result in legal action against me, including being held in contempt of court and liability for monetary damages.

Dated: _____

Signature

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