

cont

Mr. Norman Mailer
c/o Meredith Literary Agency, Inc.
845 Third Avenue
New York, New York 10017

Re: "Deer Park"

Dear Mr. Mailer:

The following constitutes our agreement:

1. In consideration of payment by us to you pursuant to Paragraph 7 hereof, you hereby make the representations, warranties and covenants herein contained, and grant us the sole, exclusive and irrevocable right (herein referred to as the "Option") to acquire from you the sole and exclusive motion picture and allied rights throughout the world in and to that certain novel written by you entitled "Deer Park" herein referred to as the "Property", on the terms and conditions set forth as Exhibit "A" attached hereto.

2. You hereby make the same representations and warranties to us in connection with the subject matter of the within agreement as you will be making to us in respect of the Property pursuant to Paragraph SECOND of Exhibit "A" if we exercise the Option. We are relying on all of your aforesaid representations and warranties in entering into this agreement with you.

3. Concurrently herewith, you have affixed your signature to Exhibit "A", all copies of which have been delivered to us and which shall remain in our sole custody and control pending the determination of our exercise of the Option. In the event that we exercise the Option, we will, within fifteen (15) days thereafter, execute Exhibit "A" and deliver a fully executed copy to you. Should we not exercise the Option, then your signature to the attached Exhibit "A" shall be void and of no force or effect and upon your written request we shall return to you all executed copies of the Exhibit "A" in our possession which bear your signature, said return to be made to you within fifteen (15) days after our receipt of such request.

4. (a) Concurrently with your execution hereof, you shall execute and deliver to us the short form of agreement set forth as Exhibit "B" attached hereto and by this reference made a part hereof, and you understand and acknowledge that we shall have the right to detach the said Exhibit "B" and forward it to the United States Copyright Office and/or elsewhere for recording.

(b) You agree to cause each publisher of the Property to execute and deliver to us, concurrently with your execution hereof, an assignment substantially in the form of Exhibit "C" attached hereto and by this reference made a part hereof, and it is understood and acknowledged that if we exercise the Option we shall have the right to forward such assignment(s) to the United States Copyright Office and/or elsewhere for recording.

(c) Concurrently with your execution hereof, you shall execute and deliver to us the short form of agreement set forth as Exhibit "D" attached hereto and by this reference made a part hereof, and you understand and acknowledge that if we exercise the Option we shall have the right to detach the said Exhibit "D" and forward it to the United States Copyright Office and/or elsewhere for recording.

(d) You agree to execute, acknowledge and deliver and/or cause the due execution, acknowledgment and delivery to us of any and all further assignments and/or documents which we may deem necessary or expedient to carry out or execute the purposes and intent of this agreement and/or vest in us each and all of the rights granted to or agreed to be granted to us under the terms of the within agreement and of said Exhibit "A".

(e) You hereby appoint us as your attorney in fact with the right (which right is coupled with an interest) but not the obligation to execute, in your name and on your behalf the documents referred to in subparagraphs (a), (c) and (d) above if you for any reason fail or refuse to do so.

5. (a) The Option may be exercised by us by written notice to you at any time on or before the date which is six (6) months after the date hereof, which date is herein called the "First Option Date".

(b) The period within which the said Option may be exercised may be extended for an additional period ending on the date which is six (6) months after the First Option Date upon payment on or before the First Option Date of the sum set forth in subparagraph (b) of Paragraph 7 hereof.

(c) Payment made pursuant to Paragraph 7 below shall be deemed an advance which shall be recoupable by us only from payments to be made to you pursuant to Paragraph SIXTH of the agreement set forth as Exhibit "A" if we exercise the Option.

(d) The period of time set forth in this Paragraph 5 within which we may exercise the Option shall be extended by any period of time during which any claims are asserted involving any of your warranties or representations contained in Exhibit "A" attached hereto.

6. In order to help us to determine whether or not we desire to exercise the Option we shall have the right to write screen treatments, scenarios, and/or screenplay versions of the Property and to do all other things which we deem necessary for preparation or production of the Property as a motion picture. Neither the writing of a screen treatment or scenario or screenplay, nor the engagement of performers or other personnel in connection with the production of a motion picture based upon the Property, nor the public announcement thereof, shall be deemed to be an exercise of the Option by us, it being acknowledged that the only way in which we shall be deemed to have exercised the Option shall be in accordance with the provisions of Paragraph 5 of this Agreement.

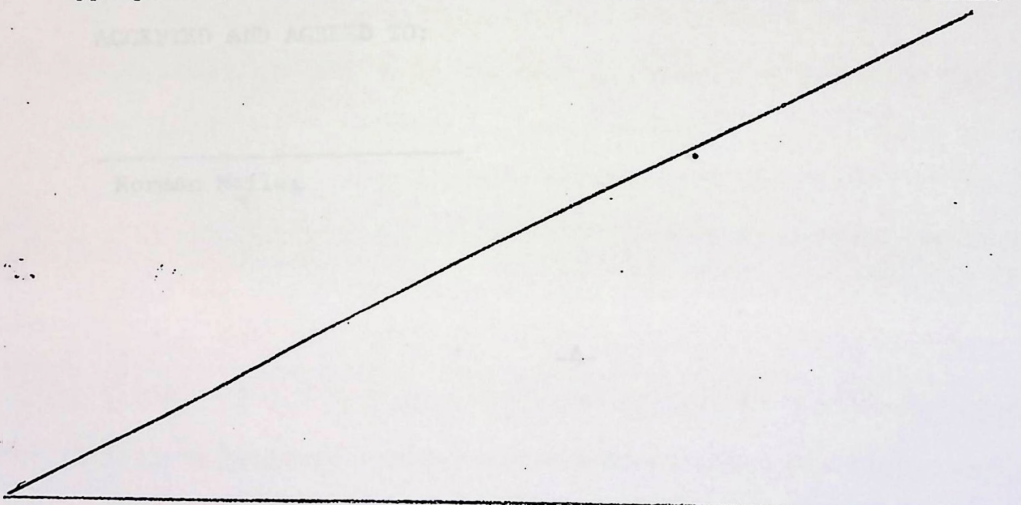
7. (a) We agree to pay to you the sum of Five Thousand Dollars (\$5,000) upon the execution hereof.

(b) If we desire to extend the period within which the Option may be exercised, as set forth in Paragraph 5(b) hereof, then we shall pay to you, on or before the First Option Date, the additional sum of Five Thousand Dollars (\$5,000).

8. All notices which we are required to, or may desire to, serve upon you, under or in connection with this agreement, may be addressed to you at your address which first appears above, or at such other address as may be designated by you from time to time in writing. Such notices may be served by depositing them in the mail addressed as aforesaid, postage prepaid, or by delivery personally or by delivery, charges prepaid, to a telegraph office. Date of mailing of such notices or the date of personal delivery by a telegraph office shall constitute the date of service.

9. We shall have the absolute right in our discretion to transfer or assign this agreement or all or any part of our rights hereunder provided that such transferee or assignee shall agree in writing that such transferee or assignee shall comply substantially with the applicable terms hereof except insofar as such terms may be or may have been waived by you, and upon such assignment we shall be relieved of our obligations hereunder. This agreement shall inure to our benefit and the benefit of our successors and assigns, and shall be binding upon you, your heirs, executors, administrators, distributees and assigns.

10. If we exercise the Option, then as full consideration for your representations, warranties and covenants and for the rights and title granted us in the Property, pursuant to Exhibit "A" attached hereto, we shall make payment of the amount set forth in Paragraph SIXTH of said Exhibit "A" in the manner and at the time and upon the conditions set forth in Exhibit "A". The date of exercise of the Option shall be deemed to be the date of said Exhibit "A" and we shall have the authority to insert that date on page 1 thereof and elsewhere on the exhibit(s) hereto as may be appropriate.



11. This agreement shall be interpreted in accordance with the laws of the State of New York applicable to a contract made in New York and fully to be performed therein.

12. This agreement cannot be changed, modified or terminated or in any way altered orally. It can only be changed, modified, terminated or altered by an agreement in writing, signed by a duly authorized agent of each of the parties, except for termination pursuant to Paragraph 3 hereof.

If the foregoing is in accordance with your understanding and agreement, kindly indicate your approval and acceptance thereof in the space provided below.

Very truly yours,

THE EK CORPORATION

By: _____

ACCEPTED AND AGREED TO:

Norman Mailer

PURCHASE AGREEMENT

AGREEMENT made as of _____, 197__ between
NORMAN MAILER, herein called "Author" or "Owner" and THE
E K CORPORATION, herein called "Purchaser".

WHEREAS, Owner is the sole owner of and has sole and un-
encumbered ownership of all motion picture rights in that certain
published literary writings and material known as "DEER PARK"
written by Author; and

WHEREAS, Owner represents that the said literary writings
and material known as "DEER PARK" was first publish-
ed in the United States in book form by G. P. Putnam's Sons and
that said publication was registered for copyright in the United
States Copyright Office in the name of Owner on September 22, 1955
under Entry number A 204642 and on August 7, 1967 under Entry Nu-
ber A 985997; and

WHEREAS, said literary writings and material, its trans-
lations, its stage versions, and all other versions (whether such
versions now are in existence or hereafter come into existence) and
music (if any) and the theme, plot, characters, story, the title
or titles (including foreign language titles, if any), copyright
(including renewals and extensions thereof), and all rights and
interests pertaining thereto, are herein together referred to as
the "Property"; and

WHEREAS, the Purchaser relies on the warranties and
representations herein made by the Owner and desires to acquire the
motion picture rights herein set forth in and to the Property; and
Exhibit "A"

WHEREAS, the Agreement to which this Exhibit "A" is attached is herein called the "Option Agreement" and the term "Option" when used herein shall have the same meaning as in the Option Agreement;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

FIRST: The Owner now sells and grants to the Purchaser exclusively all motion picture rights (including all sound, musical, and talking motion picture rights) now or hereafter known throughout the world in the Property (and all component parts thereof as above defined) forever. Included among the rights so conveyed are the following rights (but their enumeration shall not be deemed to limit the grant first above made):

(i) To use for all purposes all titles by which the Property or any part or chapter thereof is now or hereafter known; in conjunction with motion pictures based upon the Property;

(ii) To make, exhibit, televise, market, publicize and otherwise turn to account everywhere motion pictures of said Property, including without limitation reissues and continuations of and/or remakes and sequels of said Property or its motion picture versions, air and screen trailers, sound records and stills based upon or adapted from the Property, using any methods or devices for such purposes which are now or hereafter known or used, and the Purchaser may copyright them in the name of the Purchaser or its nominees.

(iii) To make, any and all changes and substitutions in the Property, its characters, theme and incidents, and its title or titles; to adapt, translate, rearrange, vary, modify, alter, interpolate, add to, or take from, its literary, musical and dramatic material and/or the characters, plot, dialogue, scenes, incidents, situations, action, language, and theme thereof, and the music and lyrics, if any thereof, in whole or in part, and in any manner and to the extent Purchaser in its uncontrolled discretion deems advisable, including the making of musical (instrumental and/or vocal) motion picture versions thereof, and using the Property in combination in whole or in part with other literary, musical or dramatic material, and to use its dialogue and other material and adaptations therefrom in sound records.

and otherwise in the making, exhibition and publicity of such motion pictures and sound recordings, and for any other uses permitted hereunder;

(iv) To publish in any medium or form, and use, vend and otherwise dispose of (and authorize others so to do) in advertising and exploiting such motion pictures, excerpts, dialogue and summaries of the Property or its motion picture versions (including sequel motion pictures and/or remake motion pictures), and Purchaser may copyright such in its own name [but no such excerpt, dialogue or summary shall contain more than Ten Thousand (10,000) words from the Property], and it is agreed that authorship of excerpts, dialogue and summaries shall except insofar as Author actually composed the same not be attributed to Author; but nothing shall prevent Purchaser from identifying Author as the author of the Property;

(v) To exclusively use and exploit, and to license others to use and exploit, all commercial tie-up and merchandising of any sort and nature arising out of or connected with the Property and/or its motion picture versions and/or the title or titles thereof and/or the characters thereof and/or their names and characteristics.

SECOND: The Owner represents and warrants that:

(a) The Owner now has sole, unlimited and unencumbered motion picture rights throughout the world in the Property, and the full and sole authority to convey the rights herein granted; that each of the foregoing rights are and will be sole and exclusive to the Purchaser; that no part of the Property is in the public domain but (excepting the title) all is or may be validly copyrighted and registered in the United States and likewise protected elsewhere as far as the laws of other countries provide for protection;

(b) The said title may be legally and exclusively used by Purchaser for motion pictures based upon the Property and in the exercise of any other of Purchaser's rights hereunder;

(c) All the Property is wholly original with its said Author and its full use as herein granted and the full exercise by Purchaser of all rights it acquires hereunder will not infringe upon or violate the copyright, personal, common law, or other rights of others or violate any right of privacy of any person or constitute a libel or slander against any person, firm or corporation;

(d) The Owner has not granted to others any rights herein purported to be conveyed, and such rights and the full exercise thereof have not been in any way encumbered, limited or diminished by act or omission;

(e) No copyrights or registration relating to the Property have been had or applied for except as before mentioned and Owner has reserved in all prior grants or contracts relating to the Property the rights and interests herein granted;

(f) There are no claims or litigation concerning or purporting to affect adversely Owner's rights or title as here represented or conveyed;

(g) No motion picture has ever been made nor has any play been produced on the spoken stage based upon any part of the Property, and no right, license or privilege so to do has heretofore been granted.

THIRD: The Owner agrees:

(a) To specifically mention and reserve the rights herein granted when any grant or other disposition is made to others of any right or interest in the Property, and Owner will not cause or allow or sanction any publication of said Property or any arrangement or revision or reissue thereof in any form in any part of the world without first granting to Purchaser, without further payment therefor, all the rights set forth herein in and to any such arrangement, revision or reissue above named;

(b) To establish and protect the validity of the rights herein granted if they are attacked or appropriated by others, and Owner hereby appoints the Purchaser as Owner's irrevocable attorney-in-fact with the right, but not the obligation, for the sole benefit of Purchaser and at Purchaser's expense (except as such concerns the validity or the establishing of the warranties of Owner herein) to enforce and protect all rights herein granted under any and all copyrights, and to prevent infringement thereof, and to litigate, collect and receipt for all damages arising from any infringement of such rights, using the name of the Owner, Author and/or copyright proprietor, in Purchaser's discretion, and to join, in Purchaser's sole judgment, the Owner, Author and/or copyright proprietor as a party plaintiff or defendant in any suit or proceeding. All damages, penalties, settlements, and profits relating to or arising from any interference with the rights herein granted are now assigned to the Purchaser;

public domain; to cause to be affixed to each copy or arrangement of any part of the Property published or offered for sale any notice necessary to copyright protection in the United States or necessary for like protection under the laws of other countries; duly to register the Property wherever its protection so requires; to contract for the benefit of Purchaser for the above protection in all grants concerning the Property hereafter made to others by Owner.

FOURTH: The Owner hereby agrees to indemnify the Purchaser against all damages, loss or expense which may be suffered or assumed by reason of a breach or failure of any of the warranties or agreements herein made by the Owner, but the foregoing shall not apply to the use of any extraneous matter by the Purchaser in motion pictures or sound records, but the Purchaser may use such at its own risk.

FIFTH: The Purchaser agrees to state by titles, orally or otherwise, upon or in the film itself of any theatrical motion picture made by it and substantially based on the Property, and in paid advertising relating to such motion picture which is under Purchaser's direction or subject to Purchaser's control, that such motion picture is based upon or suggested by a literary or dramatic composition written by said Author and the Author does or has consented to the use of his name as Author of the Property in connection with the publicity of any motion picture based thereon. If the title of such theatrical motion picture is the same as that of the Property, then the form of the aforescribed credit statement shall be,

"based on the novel by Norman Mailer . . ."

If the title of such theatrical motion picture is not the same as that of the Property, then the form of the aforescribed credit statement shall be,

"based on the novel 'Deer Park'
by Norman Mailer . . ."

Said credit upon the film itself of any theatrical motion picture substantially based upon the Property shall appear on a separate frame, except, however, that Purchaser shall have the right to cause said credit to appear on one-half (1/2) of a frame if the other half of said frame contains only the credit(s) for the writing of the screenplay thereof.

Notwithstanding the foregoing, Purchaser shall be under no obligation to accord Author credit in: (i) teaser or special advertising or publicity; (ii) advertising or publicity relating to members of the cast, the director; producers, writers other than Author and material written by them, or similar matters; (iii) group

list or institutional advertising or publicity; (iv) trailers or other advertising on the screen; (v) credit on screen at the end of such motion picture.

No casual or inadvertent failure to comply with the provisions of this Paragraph FIFTH shall constitute a breach of this Agreement. In the event of a failure or omission constituting a breach of Purchaser's obligations under this Paragraph FIFTH, such breach shall be deemed waived unless Author gives Purchaser written notice thereof and affords Purchaser the opportunity to remedy such breach within a reasonable time. Author's rights and remedies in the event of a failure or omission constituting a breach of Purchaser's obligations under this Paragraph FIFTH (which failure or omission is not remedied within a reasonable time after receipt of notice from Author) shall be limited to Author's right, if any, to recover damages in an action at law, and in no event shall Author be entitled by reason of any such breach to terminate this Agreement or to enjoin or restrain the distribution or exhibition of any motion pictures produced in the exercise of rights acquired hereunder or the advertising or publicizing thereof.

SIXTH: (a) Purchaser hereby agrees as full consideration for the rights, titles and warranties herein granted and made to pay to Owner the sum of One Hundred Thousand Dollars (\$100,000) less any amounts which shall have theretofore been paid pursuant to Paragraph 7 of the Option Agreement.

The said sum of One Hundred Thousand Dollars (\$100,000), reduced as aforesaid, shall become due and payable only upon the exercise in writing by Purchaser of the Option pursuant to and as provided for in the Option Agreement.

(b) As additional consideration for the rights granted to Purchaser hereunder, Purchaser agrees to pay to Owner, in respect of the first feature length motion picture, if any, produced in the exercise of rights acquired hereunder, contingent deferred compensation of Fifty Thousand Dollars (\$50,000), which sum shall be computed and payable, if at all, pari passu with all other contingent deferments, in accordance with the applicable terms and provisions of such agreement(s) as Purchaser may enter into with respect to the financing, production and distribution of such motion picture (the "P-F-D Agreement").

Nothing contained in this Agreement shall be deemed or construed to obligate Purchaser to produce, release, distribute, exhibit, advertise or exploit such motion picture or to cause or to authorize others to do so. Nothing contained in this Agreement shall be deemed or construed to constitute a representation or warranty that there will be gross receipts or net profits derived from such motion picture or that such gross receipts or net profits, if any, will be in or in excess of any particular amount. Nothing contained in this Agreement shall be deemed or construed to mandate the negotiation or execution of any P-F-D Agreement relating to such motion picture.

It is fully understood that Owner does not have nor shall Owner have any right, title or interest of any kind in or to such motion picture or in or to any gross receipts or net profits therefrom, it being agreed that Owner's compensation shall be computed, determined and paid in the manner herein provided, but that it shall not in any way constitute a lien or claim on or against such motion picture or its gross receipts or net profits, or any assignment of the picture or its gross receipts or net profits, or any assignment or transfer thereof or of any part thereof or of any interest therein. It is further understood that so far as Owner is concerned, Purchaser and/or the distributor of such motion picture have and shall have the unrestricted right to sell or assign, and to pledge, mortgage or otherwise hypothecate the same and its gross receipts or net profits, either in whole or in part, without obtaining Owner's consent. Should Purchaser and/or distributor sell or otherwise dispose of such motion picture (as distinguished from so-called outright or flat sales for a particular territory), then such sale or other disposition shall be made subject to the obligation on the part of the vendee or assignee to pay Owner's compensation, if any, hereunder, to the same extent and computed in the same manner and subject to the same limitations as though the gross receipts and net profits,

if any, were continued to be received by the distributor. Purchaser agrees to notify Owner promptly of any sale or assignment by Purchaser of all or any part of the gross receipts or net profits of such motion picture.

Nothing herein contained shall be construed to create a partnership or joint venture by or between Owner and Purchaser or to make either the agent of the other. Each of the parties hereto agree not to hold themselves out as the partner or agent of the other or otherwise in any manner contrary to the terms of this Agreement and neither of the parties hereto shall be or become liable or bound by any representation, act, omission or agreement whatsoever of the other which may be contrary to the provisions of this Agreement.

It is expressly agreed that Purchaser and/or the distributor of such motion picture shall have full and exclusive charge and control of the production, distribution, sale, exploitation, marketing, reissuing or other distribution or use of such motion picture and that such motion picture may be distributed, sold outright, exploited, marketed or otherwise disposed of by Purchaser and/or the distributor throughout the world in perpetuity, and Purchaser and/or distributor may in its or their sole discretion withhold or withdraw such motion picture from distribution either entirely or with respect to any country or territory in the world or portion thereof. It is the intent and purpose hereof that absolute and sole control and discretion with reference to all matters involving the production, sale and reissuing of such motion picture shall be vested solely and exclusively in Purchaser and/or distributor and shall be exercised by Purchaser and/or the distributor in such manner as Purchaser and/or the distributor in its and/or their sole discretion and judgment may deem proper and that Owner shall not have any voice or control whatsoever in connection therewith.

(c) If Purchaser produces a "sequel motion picture" (as said term "sequel motion picture" is hereinafter defined), Purchaser shall pay to Owner in respect of each sequel motion picture, the sum of Thirty-Three Thousand Three Hundred Thirty-three and 33/100 Dollars (\$33,333.33) which shall be payable upon completion of principal photography of each such sequel motion picture, it being agreed that nothing in this sentence shall obligate Purchaser to ever produce a sequel motion picture.

X Purchaser's obligation to make the payment provided for in the preceding sentence shall only be in respect of sequel motion pictures written by Purchaser or written by persons engaged or employed by Purchaser to write such sequel motion pictures. As used herein, the term "sequel motion picture" means and includes a motion picture other than a television motion picture using one or more of the characters of the Property participating entirely in different events from those found in the Property [whether such events are prior to, concurrent with or subsequent to the events of the prior motion picture(s)] and whose plot is substantially new, it being understood that the first motion picture photoplay produced in the exercise of rights assigned by this agreement is not a sequel motion picture, nor is any motion picture based upon all or a part of the plot or story of the Property or of a previously produced motion picture a sequel motion picture. If the only character(s) taken from the Property and used in a sequel motion picture are minor characters in the Property, no payment shall be owing to Author for such sequel motion picture.

(d) If Purchaser produces a "remake motion picture" (as said term "remake motion picture" is hereinafter defined), Purchaser shall pay to Author the sum of Twenty-five Thousand Dollars (\$25,000) in respect of each remake motion picture, which payment shall be payable upon completion of principal photography of each such remake motion picture, it being agreed that nothing in this sentence shall obligate Purchaser to ever produce a remake motion picture. Purchaser's obligation to make the payment provided for in the preceding sentence shall only be in respect of remake motion pictures written by Purchaser or written by persons engaged or employed by Purchaser to write such remake motion pictures.

As used herein, the term "remake motion picture" means and includes a motion picture other than a television motion picture and other than the first motion picture produced in the exercise of rights assigned by this Agreement, which is based upon the plot or story of the Property or of a prior motion picture produced in the exercise of rights assigned by this Agreement. The term "remake motion picture" does not include (i) a motion picture based upon some part of the plot or story of the Property which was not used for a prior motion picture, (ii) a sequel motion picture, or (iii) versions (such as foreign language versions or shortened or expanded versions) of a particular motion picture.

SEVENTH: No rights granted herein shall remain in or revert back to Owner regardless of the time when any picture or pictures are made from the Property, and regardless whether or not any picture at all is made from the Property. Purchaser intends to produce a motion picture or pictures from the Property, but does not obligate itself to do so or to make any other use of the Property

EIGHTH: A. All rights of production and use upon the regular spoken stage with living actors appearing and speaking in person solely in the actual and immediate presence of the audience are specifically reserved to Owner, provided, however, that Owner shall not have the right to use or license any stage rights prior to five (5) years from the date of the first general release of the first motion picture produced hereunder or seven (7) years from the date hereof, whichever is sooner.

All other dramatic rights, including without limiting the foregoing by this enumeration, sound, musical and talking motion picture rights and the rights to produce, transmit, reproduce, distribute, exhibit and exploit in any manner or by any method or device now or hereafter known or used, motion pictures and recordings in synchronization with said motion picture of any kind taken from or based upon the Property are granted exclusively to Purchaser as part of the motion picture rights herein conveyed.

Without limiting the foregoing, the motion picture rights herein granted include the sole right to produce, transmit, distribute, exhibit, and exploit motion pictures and/or their dialogue, based upon or adapted in whole or part from the Property, with or without an accompaniment or synchronization of reproduced "sound", and to transmit, record and reproduce such "sound" by means of records of any kind (including film), and to make, copy, use, vend and license such records, using present or future methods and devices for any said purposes. Such "sound" may be derived from both the Property and other sources, and the _____

Purchaser is authorized to adapt, translate, rearrange, add to and take from the Property for such purposes, but if any "sound" is derived from extraneous sources, while the Purchaser may use such "sound" it does so at its own risk. "Sound", as used herein, includes voice, dialogue, words, language, lines, titles, music, songs, lyrics and all other sound effects.

As part of the exclusive rights herein granted to Purchaser Purchaser shall have the right to use the title by which the Property is now or hereafter known as the title of or in connection with any musical composition or song.

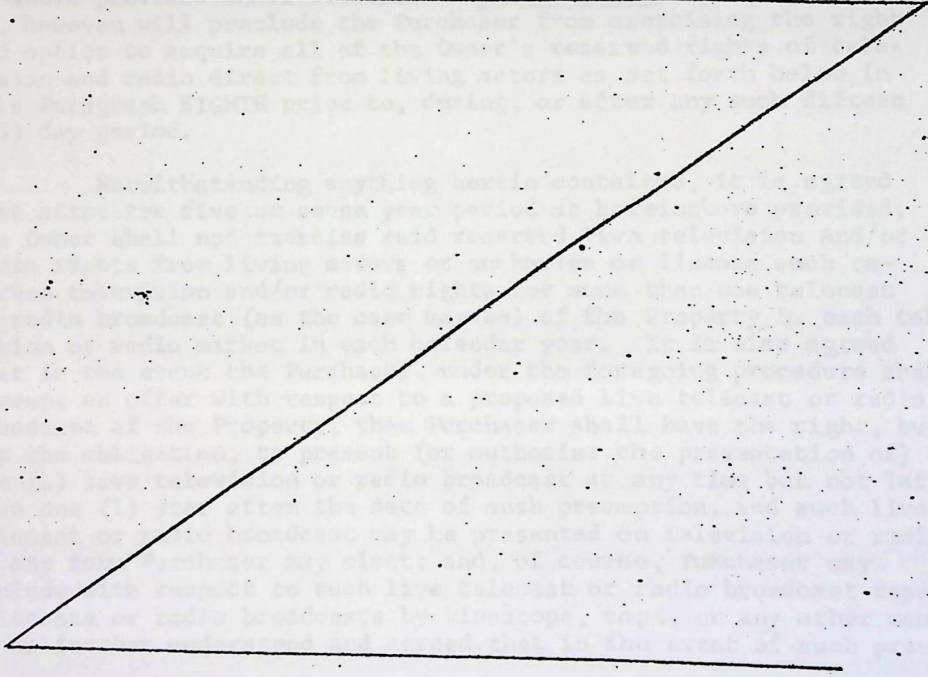
X B. Except as to television and radio broadcasts direct from living actors (hereinafter provided for), all television and radio rights in the Property by broadcast, wire, kinescope, tape, cassette, or any other means or method (and with or without "sound" derived from the Property and/or other sources) are included in the motion picture rights herein granted to the Purchaser (and Purchaser may assign and/or license others to use all or any part of the motion picture rights granted to it by this agreement) including without limiting the foregoing the right to televise and broadcast by radio its motion pictures and recordings based upon the Property (including but not limited to those made especially for television and/or radio) serially or otherwise and to make or cause to be made one or more so-called "television or radio series" based upon and/or containing characters from the Property (or based upon and/or containing characters from motion picture versions of the Property, remakes, sequels, and/or remakes of sequels). All or any of said motion pictures or programs made for television or radio may be distributed, exhibited or otherwise used by the Purchaser in any media in any manner Purchaser may elect in any part of the world at any time for theatrical and non-theatrical use and otherwise without restriction. Anything to the contrary in this Paragraph EIGHTH notwithstanding, it is agreed that the Owner retains and reserves the right to televise and/or broadcast by radio an adaptation written or authorized by Owner (provided such adaptations do not infringe upon motion picture versions produced by Purchaser pursuant hereto) direct from living actors then acting and not otherwise. It is agreed, however, that notwithstanding Owner's reservation of the right to televise and/or broadcast by radio direct from living actors (as set forth in the immediately preceding sentence), Owner shall have no right to make or authorize others to make a "live television or radio series", it being agreed that the right to present one or more television or radio series based upon or containing characters from the Property (and/or from the motion picture versions of the Property) is herein granted to the Purchaser (such exclusive right to present series by tele-_____

vision or radio being sometimes herein called "television or radio series rights"). It is, however, agreed that Purchaser shall have no right to make a live television or radio series without the written consent of Owner, which consent shall not unreasonably be withheld. Notwithstanding anything to the contrary contained in this Paragraph EIGHTH, Purchaser shall have the right to broadcast by radio and televise the motion picture versions of the Property, directly from living actors (as distinguished from Purchaser's other radio and motion picture television rights), the exercise of which right, however, shall be limited to the advertising and exploitation of motion pictures based on the Property when neither the Purchaser nor anyone claiming through the Purchaser receives any remuneration for said live television or radio rights except for out-of-pocket expenses in connection therewith, it being agreed that advertising and publicity benefits received thereby shall not be deemed to be such remuneration. The Purchaser agrees that it will exercise such live television and radio rights only during the period commencing three (3) months prior to the theatrical exhibitions of said motion pictures produced by the Purchaser (or its assigns) in each particular country and continuing after the commencement of such theatrical exhibitions for thirty (30) months in each particular country, and no such live telecast or radio broadcast shall exceed a total of fifteen (15) minutes of telecast or radio broadcast time, nor may such live telecasts or radio broadcasts be serialized. Such live telecasts and radio broadcasts for the advertising and exploitation of Purchaser's motion pictures may be given on either sponsored or unsponsored programs. The Purchaser shall have the right to give or cause to be given such telecasts or radio broadcasts with respect to each and every photoplay produced hereunder, their remakes and reissue, and sequel motion pictures.

Such telecasts and radio broadcasts from living actors which Owner has the right to make or license others to make, as above provided, may be retelecast or rebroadcast by radio, **kinescope, tape, or** other mechanical recording in (as the case may be) television or radio areas which have not received the original live telecast or radio broadcast, providing that such telecasts or radio rebroadcast may only take place within sixty (60) days from the original live telecast or radio broadcast and that only one such telecast or radio rebroadcast may occur in any television or radio area and provided that all such kinescope, tape, or other mechanical recordings be destroyed within forty-eight (48) hours after said sixty (60) day period except for two (2) copies for library purposes.

Owner will not have the right to use, license or otherwise dispose of all or part of such reserved live television or radio rights in favor of others than the Purchaser prior to the expiration of five (5) years after the date of the first general release of the first motion picture based on the Property produced by the Purchaser (or its assigns) in any particular country, or prior to the expiration of seven (7) years from the date of the exercise of the Option by Purchaser, whichever first occurs. If at any time thereafter, the Owner should determine to dispose of, license or use such reserved live television or radio rights or any rights or any interest therein, the Owner will give the Purchaser the following rights of first refusal and preemptions.

If, as and when the Owner proposes to enter into a bona fide agreement to sell, license or otherwise dispose of,



or use such reserved television or radio rights direct from living actors, or any interest therein, the Owner will give written notice to the Purchaser by registered mail of all the terms of such proposed agreement or use. If within fifteen (15) days (exclusive of Saturdays, Sundays and holidays) after receipt of such notice the Purchaser gives the Owner written notice by registered mail of the Purchaser's election to preempt such proposed agreement to purchase or to use such rights upon the same terms and conditions, the Owner will sell the same to the Purchaser on such terms. If, within said period of fifteen (15) days the Purchaser does not so notify the Owner, the Owner may enter into such proposed agreement or use, provided that the same does not constitute a breach of any of the terms of this Agreement. However, in the event the Owner does not enter into any such proposed agreement or undertake such use within thirty (30) days after the expiration of said fifteen (15) day period, or in the event the Owner thereafter proposes to dispose of or use all or any part of the Owner's then remaining reserved rights of television or radio direct from living actors, the same procedure as above provided shall be followed ad infinitum. Nothing herein, however, will preclude the Purchaser from exercising the right and option to acquire all of the Owner's reserved rights of television and radio direct from living actors as set forth below in this Paragraph EIGHTH prior to, during, or after any such fifteen (15) day period.

Notwithstanding anything herein contained, it is agreed that after the five or seven year period as hereinabove provided, the Owner shall not exercise said reserved live television and/or radio rights from living actors or authorize or license such reserved television and/or radio rights for more than one telecast or radio broadcast (as the case may be) of the Property in each television or radio market in each calendar year. It is also agreed that in the event the Purchaser, under the foregoing procedure shall preempt an offer with respect to a proposed live telecast or radio broadcast of the Property, then Purchaser shall have the right, but not the obligation, to present (or authorize the presentation of) one (1) live television or radio broadcast at any time but not later than one (1) year after the date of such preemption, and such live telecast or radio broadcast may be presented on television or radio in any form Purchaser may elect; and, of course, Purchaser may include with respect to such live telecast or radio broadcast repeat telecasts or radio broadcasts by kinescope, tape, or any other means. It is further understood and agreed that in the event of such pre-

emption by Purchaser, then no submission of another offer with respect to a live telecast or radio broadcast shall be made to Purchaser to be exercised during a period of one (1) year from the date of Purchaser's preemption, and during such one-year period Owner shall not use the reserved live television and radio right or license or lease them to others. If at any time during said period of one (1) year Owner should desire to accept a bona fide offer for Owner's entire reserved live television or radio rights or if at any time after said period of one (1) year, Owner should determine to dispose of his entire live television or radio rights or should determine to license or use such rights or any interests therein, then, and in any of such events the above procedure with respect to Purchaser's rights of first refusal and preemption shall apply, and it is agreed that neither such rights nor any interest therein, shall be disposed of, licensed or used unless and until Purchaser shall be given said opportunity of first refusal and preemption in accordance with the said foregoing procedure.

The Owner hereby grants to Purchaser the exclusive and irrevocable right and option to purchase any and all television and/or radio rights as are reserved to Owner under this Agreement, for a consideration to be agreed upon between Purchaser and Owner. Purchaser may exercise said option at any time and, in the event of such exercise, such rights so acquired by the Purchaser will be subject to such prior use or disposition of such rights, if any, as may have theretofore been made in accordance with the provisions of this Agreement. In the event Purchaser preempts any proposed agreement for less than the entire reserved interest of Owner in television and/or radio rights, the amount so paid by Purchaser shall, in the event Purchaser later exercises the option provided for in this paragraph, apply towards such sum as Purchaser and Owner may agree upon in the event that Purchaser wishes to exercise the option provided for in this paragraph with respect to the entire reserved interest of Owner in television and/or radio rights.

The foregoing is not meant to and does not in any way diminish or restrict the right of the Purchaser to televise its motion picture versions of the Property or adaptations based thereon and to make and telecast filmed television series without any limitation, restriction or reservation whatsoever.

C. Although nothing herein contained shall obligate the Purchaser to produce any television series based upon the Property, if the Purchaser does so, then, in addition to the consideration provided for in Paragraph SIXTH hereof, Purchaser shall pay to the Owner the following as a royalty for each program of each such television series:

(a) Five Hundred Dollars (\$500) for each television program not more than one-half hour in length;

(b) Seven Hundred Fifty Dollars (\$750) for each television program more than one-half hour but not more than one hour in length;

(c) One Thousand Dollars (\$1,000) for each television program more than one (1) hour in length.

Payment of the aforesaid royalty for each program of each such television series shall be made within sixty (60) days [one hundred twenty (120) days if such episode is telecast other than on a U. S. television network] after the "air date" (as said term is understood in the television industry) of the first telecast of each such television program. Nothing herein contained shall be deemed to prescribe any minimum number of, or length of, programs which shall be part of any television series or series of television series produced by Purchaser pursuant hereto.

Nothing hereinabove set forth shall in any way whatsoever diminish or restrict the right of the Purchaser to make and televise its motion pictures of the Property or remakes or re-issues thereof by means of television, and to make and televise any television series based upon the Property without any limitation, restriction or reservations whatsoever throughout the world, Owner's right in respect of any television series based upon the Property being only the right to receive the payment in respect thereof as is set forth in this Paragraph EIGHTH. Purchaser shall have the right if it so elects to distribute, release and exhibit theatrically throughout the world the various programs of any television series based upon the Property and in so doing the Purchaser may combine any two (2) or more programs of any television series into one (1) or more theatrical films without any further obligation to Owner.

D. In addition to the five or seven-year restriction upon Owner's use of the reserved live television and radio rights in the Property, it is agreed that Owner shall not exercise its live television rights and/or reserved radio rights at any time during the period in which a network television broadcast agreement with Purchaser relating to a television series based upon the Property or motion picture based thereon is in effect and for a period of twelve (12) months thereafter, it being further understood and agreed that nothing herein is intended to nor shall it shorten the said restricted period of five or seven years.

E. Except as herein otherwise specifically provided, Owner acknowledges the fact that Owner's reserved live television and radio rights do not include the right to kinescope live telecasts or to reproduce or otherwise perpetuate such live performances on film, tape or by any other means and/or methods, it being agreed that such right to kinescope, reproduce and otherwise perpetuate on film, tape or otherwise is hereby vested in the Purchaser as part of the rights granted hereunder.

F. Whenever the words "motion picture rights" or words of similar tenor, are used in this agreement, the same shall be construed to include all the rights herein granted Purchaser, and motion pictures as referred to herein, include silent, sound, talking and/or musical motion pictures of any type now known or hereafter to be known, on any width, size, gauge or type of film or other material which may be shown, projected, exhibited, displayed or otherwise exploited in any manner and on any surface known or to be known, and for any and all motion picture uses and purposes, including both theatrical and non-theatrical motion picture uses and purposes. The Purchaser shall also have the same radio, _____

television, publication and other rights in any sequels or continuations of the Property produced hereunder as are herein granted in the Property.

G. If, as and when the Owner proposes to enter into a bona fide agreement to sell, license or otherwise dispose of or use all or any of the rights in and to any "author-written-sequel" of the Property as are granted to Purchaser hereunder in respect of the Property, or any interest therein, the Owner will give written notice to the Purchaser by registered mail of all the terms of such proposed agreement or use. If within fifteen (15) days (exclusive of Saturdays, Sundays and holidays) after receipt of such notice the Purchaser gives the Owner written notice by registered mail of the Purchaser's election to preempt such proposed agreement to purchase or to use such rights upon the same terms and conditions, the Owner will sell the same to the Purchaser on such terms. If, within said period of fifteen (15) days the Purchaser does not so notify the Owner, the Owner may enter into such proposed agreement or use, provided that in any motion picture produced pursuant thereto the names of the principal characters of such author-written sequel must be changed so as to be completely distinguishable from the names of characters in the Property and provided that all television series rights in the names and characteristics of the characters appearing in the Property shall remain in and are exclusively reserved to Purchaser, and provided that such agreement does not constitute a breach of any of the terms of this agreement. However, in the event the Owner does not enter into such proposed agreement or undertake such use within thirty (30) days after the expiration of said fifteen (15) day period, or in the event the Owner thereafter proposes to dispose of or use all or any part of such rights, the same procedure as above provided shall be followed ad infinitum. Nothing herein, however, will preclude the Purchaser from exercising the right and option to acquire all of such rights prior to, during, or after any such fifteen (15) day period. The term "author-written-sequel", as used herein, means a literary property (story, novel, drama or otherwise) whether written before or after the Property, whether written by Owner or by a successor in interest or licensee of Owner, using one or more of the characters appearing in the Property, participating in different events from those found in the Property, the plot of which is substantially different from that of the Property.

NINTH: The Purchaser shall not be liable to the Owner or Author for damages of any kind arising in connection with motion pictures it shall make or distribute based upon the Property or for damages of any breach of this agreement (except payment of the money consideration herein named) occurring or accruing before Purchaser has had reasonable notice and opportunity to adjust or correct such matters. If the total consideration provided for herein is not fully paid at time of execution of this agreement, no failure by the Purchaser to pay any sums under any of the provisions of this agreement shall entitle Owner to terminate this agreement or result in any reversion to the Owner of any of the motion picture rights or any other rights now conveyed hereunder to the Purchaser by the Owner, and it is agreed that all the rights and privileges herein conveyed to Purchaser are irrevocable under all circumstances.

TENTH: Upon request the Owner will duly execute for Purchaser other originals of this agreement and/or short form assignments for purposes of recording, and will procure for Purchaser signed documents and other proof, if such is required, to establish a clear chain of title in Purchaser to the rights herein granted.

ELEVENTH: Where more than one owner and author is mentioned herein or signs hereafter, this agreement shall be binding jointly and severally upon each as such, and the words Owner and/or Author appearing herein shall then have a plural meaning.

The Author having acknowledged his understanding of the needs of motion picture production by granting Purchaser the unlimited right to change, vary, alter, add to, take from, substitute, combine and/or modify the Property as aforesaid, does hereby now waive the benefits of any provision of law known as the "droit moral" or any similar laws, and agrees not to institute, support or maintain, or to permit any action or lawsuit on the ground that any motion picture produced or exhibited by, Purchaser, its assignees or licensees, in any way constitutes an infringement of any of his "droit moral" or is in any way a defamation or mutilation of said Property, or any part thereof, or contains unauthorized variations, alterations, modifications, changes or translations.

If any changes, revisions or additions have heretofore been made or hereafter may be made in or to the Property, including its title, for purposes of publication, translation, or otherwise, originated by the Author or by others under a license from the Author, or if any other version has heretofore been made or may hereafter be made (in any form whatsoever), then, except as may be the case in respect of author-written sequels pursuant to Paragraph EIGHTH G hereof, the Purchaser shall have the same rights in

and to such changes, revisions, additions and other versions as in the Property herein referred to, it being understood and agreed that all such changes, revisions, additions and versions upon the creation thereof shall be and constitute a part of the Property.

All rights, licenses, privileges and property granted Purchaser under this agreement shall be cumulative, and Purchaser may exercise and/or use any one or more of said rights, licenses, privileges and property separately from, simultaneously together or in connection with any other rights, licenses, privileges and property granted or conveyed hereunder to Purchaser.

TWELFTH: This agreement shall bind and inure to Purchaser and Author, their successors, legal representatives and assigns, and all or any part hereof may be assigned by Purchaser but without releasing Purchaser's obligations hereunder except to the extent that such assignee agrees to assume or guaranty Purchaser's obligations hereunder.

THIRTEENTH: As an inducement moving Purchaser to enter into this agreement and to pay Owner the consideration recited in Paragraph SIXTH, the Author agrees to cause renewals and extensions of all copyrights in the Property duly to be obtained, and all rights herein granted are now assigned to Purchaser for the renewed or extended term and during any extension of copyright and after renewal or extension a further and like and confirming document of assignment will be given to Purchaser, if requested. Owner hereby appoints Purchaser his irrevocable attorney-in-fact, with the right, but not the obligation, to execute and file all such documents and to do all acts necessary for the obtaining of such extension or renewal and confirming and assigning to Purchaser the rights herein granted Purchaser for such renewed or extended periods of copyright.

FOURTEENTH: All provisions of this agreement shall be construed and enforced with the same force and effect as if made and entered into in the State of New York, United States of America, and this agreement shall be interpreted everywhere in accordance with the laws and procedures of the State of New York, United States of America, applicable to a contract made in New York and fully to be performed therein.

FIFTEENTH: As hereinabove set forth in Paragraph SEVENTH, Purchaser is under no obligation to produce any motion picture based on the Property. In addition, Purchaser shall not be liable in any way whatsoever for failure to distribute or release a motion picture based upon or derived from the Property, anywhere throughout the world, it being the intent hereof that the absolute and sole control and discretion with reference to all matters and things involving the distribution, exhibition, licensing and exploitation of any motion picture which may be produced hereunder, shall at all times be vested solely and exclusively in Purchaser.

SIXTEENTH: A. All sums of money due to Owner under this agreement shall be paid to Scott Meredith Literary Agency, Inc., 845 Third Avenue, New York, New York 10022 as Owner's agent and the receipt of the said agent shall be a good and valid discharge of all such indebtedness; and the said agent is hereby empowered by the Owner to act in all matters arising from this agreement.

B. All notices which Purchaser is required to or may desire to serve upon Owner in connection with this agreement shall be served by addressing same to him at his address above or at such other address as may be designated from time to time by Owner in writing, by depositing the same so addressed, by ordinary mail or Registered Mail, or at Purchaser's option, by telegraph, cable, or personal delivery and if by personal delivery then at Purchaser's option either in writing or orally. If Purchaser elects to send any notice hereunder by telegraph or cable, such notice shall be deemed to have been served upon Owner at the time of delivery thereof to the telegraph or cable office. If Purchaser elects to mail such notice, such notice shall be deemed to be served upon Owner on the date of the mailing thereof by Purchaser.

C. All notices which Owner is required or may desire to serve upon Purchaser in connection with this agreement shall be served by addressing the same to Purchaser at Pinewood Studios, Iver Heath, Bucks, England with a copy to Hess Segall Popkin Guterman Pelz & Steiner, Esqs., 230 Park Avenue, New York, New York 10017, or at such other address as may be designated from time to time by Purchaser in writing, by depositing the same so addressed, by ordinary mail or by Registered Mail, or at Owner's option, by telegraph, cable, or personal delivery.

SEVENTEENTH: Nothing contained in this agreement shall be construed to be or operate in derogation of or prejudicial to any rights, licenses, privileges or property which the Purchaser may enjoy or be entitled to as a member of the public if this agreement were not in existence.

EIGHTEENTH: The Owner's warranties and representations herein contained shall be deemed to be continuing warranties and representations. Any cause of action that may accrue to Purchaser against Owner for breach of any of Owner's warranties or representations hereunder shall be deemed to accrue to Purchaser at such times as Purchaser acquires actual knowledge of the alleged breach of any such warranties and representations.

NINETEENTH: This agreement cannot be changed, modified, or terminated or in any way altered orally. It can only be changed, modified, terminated or altered by an agreement in writing, signed by each of the parties or a duly authorized agent of each of the parties.

TWENTIETH: This instrument includes the entire understanding and representations between the parties and replaces all former agreements and representations, if any.

WHEREFORE, the parties have executed this agreement.

THE E K CORPORATION

By: _____

ACCEPTED AND AGREED TO:

Norman Mailer

EXHIBIT "A"

EXHIBIT "B"

KNOW ALL MEN BY THESE PRESENTS, that for a good and valuable consideration, receipt of which is hereby acknowledged, the undersigned has granted to THE EK CORPORATION, its successors and assigns, the irrevocable option to purchase from the undersigned worldwide motion picture and certain allied rights in and to that certain work written by the undersigned and entitled "DEER PARK" and in and to the copyright thereof throughout the world and all renewals and extensions of such copyright. The said work was registered for copyright in the U. S. Copyright Office, in the name of the undersigned, on September 22, 1955 under Entry Number A 204642 and on August 7, 1967 under Entry Number A 985997.

Dated: , 197

Norman Mailer

STATE OF)
COUNTY OF) ss.:

On this day of , 197 ,
before me came Norman Mailer, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he execute the same.

Notary Public

Exhibit "B"

And the said Purchaser, its successors and assigns, is hereby empowered to bring, prosecute, defend and appear in suits, actions and proceedings of anynature under or concerning said copyright or its renewals, or concerning any infringement thereof, and particularly infringement of or interference with any of the MOTION PICTURE RIGHTS now granted under said copyright or renewals in the name of the copyright proprietor but at the sole cost and expense of said Purchaser which will indemnify the undersigned therein. Any recovery or costs from infringement or violation of any copyright or its renewals, so far as it arises from any violation of MOTION PICTURE RIGHTS hereby assigned, is now assigned to and shall be paid to said Purchaser, its successors and assigns.

.....(L. S.)

.....(L. S.)

.....(L. S.)

.....(L. S.)

(Acknowledge Before Notary)

(Acknowledge Before American Consul if Signed in Foreign Country)

STATE OF
COUNTY OF

) ss:

On this day of , 197 ,
before me came
to me known, who, being by me duly sworn, did depose and say that he reside
in , that he is

_____ of

_____, the corporation described in and which
executed the above instrument; that he knows the seal of said corporation;
that the seal affixed to said instrument is such corporate seal; that it
was so affixed by order of the board of directors of said corporation; and
that he signed his name thereto by like order.

Notary Public

EXHIBIT "C"

EXHIBIT "C"

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, for One Dollar in hand paid and for other valuable considerations now received, hereby sells and assigns unto

THE E K CORPORATION

(herein termed "PURCHASER"), its successors and assigns forever, all MOTION PICTURE RIGHTS in and to the literary and/or dramatic work entitled "DEER PARK"

written by Norman Mailer

and all MOTION PICTURE RIGHTS in all copyright thereof (and in any renewals or extensions thereof) including copyright registered in the United States in the name of Norman Mailer on September 22, 1955 under Entry Number A 204642 and on August 7, 1967 under Entry Number A; 985997

together with the sole and exclusive right to use, adapt, change, translate, add to and take from said work and the title in the making of motion picture photo-plays of every kind or character and to lease, vend, exploit and exhibit the same throughout the world and to copyright the same in Purchaser's name. Included in said MOTION PICTURE RIGHTS are: - Sound, musical and talking motion picture rights; all television rights in said work and its motion picture versions; including transmissions from living actors; the right to record and reproduce sounds, music and speech, taken from the said work or other sources, accompanying motion pictures based on the composition; the right to broadcast by radio motion picture versions thereof from recordings and living actors, and the right to print and publish novelizations, serializations, stories or summaries of the property or its motion picture versions which advertise such pictures.

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, for One Dollar in hand paid and for other valuable considerations now received, hereby sells and assigns unto
THE E K CORPORATION

(herein termed "PURCHASER"), its successors and assigns forever, all MOTION PICTURE RIGHTS in and to the literary and/or dramatic work entitled "DEER PARK"

written by the undersigned and all MOTION PICTURE RIGHTS in all copyright thereof (and in any renewals or extensions thereof) including copyright registered in the United States in the name of the undersigned on September 22, 1955 under Entry Number A 204642 and on August 7, 1967 under Entry Number A 985997

together with the sole and exclusive right to use, adapt, change, translate, add to and take from said work and the title in the making of motion picture photo-plays of every kind or character and to lease, vend, exploit and exhibit the same throughout the world and to copyright the same in Purchaser's name. Included in said MOTION PICTURE RIGHTS are: Sound, musical and talking motion picture rights; all television rights in said work and its motion picture versions, including transmissions from living actors; the right to record and reproduce sounds, music and speech, taken from the said work or other sources, accompanying motion pictures based on the composition; the right to broadcast by radio motion picture versions thereof from recordings and living actors, and the right to print and publish novelizations, serializations, stories or summaries of the property or its motion picture versions which advertise such pictures

The undersigned agrees, in so far as the undersigned now or later may have the power or authority so to do, to cause renewals of all copyright in the work duly to be obtained, and the MOTION PICTURE RIGHTS herein granted are now assigned to Purchaser for the renewal term and during any extension of copyright and after such renewal or extension a further or like document of confirmation of assignment will be given to Purchaser if requested. The undersigned hereby appoints Purchaser his irrevocable attorney in fact, with the right, but not the obligation, to execute and file all such documents and to do all acts necessary for the obtaining of such extension or renewal and evidencing the continuation of the same rights in Purchaser for such renewed or extended terms as are now vested in Purchaser.

