

As of September 26, 1983

Mr. Norman Mailer
c/o Scott Meredith
Scott Meredith Literary Agency
845 Third Avenue
New York, New York 10022

Dear Mr. Mailer:

This will confirm the agreement between the undersigned, CINEMA SEVEN PRODUCTIONS LTD. ("Purchaser"), and you with respect to the published literary work entitled THE DEER PARK (which, together with the title, themes, plots, contents, characters, and arrangements, existing and future versions, translations, revisions, supplements and reissues thereof, is hereinafter called the "Property"), written by you (sometimes referred to as "Author" herein), in the United States, as follows:

1. In consideration of the sum of One Hundred Thousand Dollars (\$100,000.00), receipt of which you hereby acknowledge, Purchaser hereby purchases, and you hereby sell to Purchaser, all motion picture, television, dramatic, and allied rights specified in Paragraph 4 hereof in the Property. You shall not be entitled to receive any additional compensation with respect to the first motion picture produced for any medium based upon the Property, nor shall you be entitled to any additional compensation with respect to the Property except as specifically provided to the contrary herein.

2. You shall be entitled to the following additional payments (subject to the conditions specified):

(a) In the event Purchaser produces a sequel motion picture or remake motion picture based upon the Property pursuant to the rights granted hereunder, the sum of Fifty Thousand Dollars (\$50,000) for each such sequel or remake payable within ten (10) days after commencement of principal photography thereof;

(b) In the event a weekly episodic television series based upon the Property is produced pursuant to the rights granted hereunder, the following royalty for each new program of such series which is produced and for which a license fee is received: for a 30-minute program, \$1,000; for a 60-minute program, \$1,500; for a program longer than 60 minutes but less than 90 minutes, \$2,000; for a program of 90 minutes or more, \$3,000. For each of the second through sixth runs of the program, Purchaser shall pay an additional sum equal to 20% of the applicable royalty; no further sum shall be payable with respect to the seventh or any subsequent

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4. The foregoing covers the sole, exclusive perpetual and worldwide motion picture, television, dramatic (including, without limitation, legitimate stage, musical comedy and opera) and allied and incidental rights in the Property (and any and all screenplays or other adaptations thereof whether heretofore or hereafter written by Author or any other person), including theatrical, television (whether live, filmed, taped or otherwise recorded, and including series and non-series rights), radio, cassette and other compact devices, sequel, remake and advertising rights (including 10,000-word synopsis publication rights); all rights to distribute, transmit, exhibit, broadcast and otherwise exploit any motion picture or other work produced pursuant to the rights granted hereunder in perpetuity in all media now known or hereafter devised; all rights to make any and all changes to and adaptations of the Property; merchandising, sound track, music publishing and exploitation rights; the right to use Author's name, likeness and biography in and in connection with the exploitation of the rights granted hereunder; and all other rights customarily obtained in connection with a formal literary purchase agreement, as referred to in Paragraph 10 hereof.

Further, you agree that if you write a work which is a sequel to the Property, you will not exercise or dispose of, or permit the exercise or disposition of, any rights in such sequel corresponding or equivalent to those assigned hereunder ("equivalent rights") for a period of three (3) years after the initial release of the Picture or five (5) years after the date of this agreement, which first occurs ("the holdback period"), it being understood that the holdback period shall be subject to extension if Purchaser acquires rights to any equivalent rights or any of them as specified hereinbelow. If at any time you desire to exercise or dispose of any such rights, you shall negotiate in good faith with Purchaser for a period of thirty (30) days with respect to the acquisition of said rights and to extension of the holdback period for a reasonable period of noncompetition. With respect to equivalent rights or any of them not disposed of to Purchaser as a result of such negotiations, you shall be free to negotiate with a third party after the holdback period, but you shall give Purchaser written notice of such bona fide terms and conditions as you are offered and are prepared to accept from a third party with respect to such rights, and Purchaser shall have the first right to acquire such rights upon such terms and conditions not later than thirty (30) days after Purchaser's receipt of such written notice. If Purchaser shall elect not to acquire such equivalent rights or any of them, then

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you may dispose of such rights, but only upon the terms and conditions specified in your notice to Purchaser, it being understood and agreed that you may not dispose of such rights upon terms and conditions more favorable to the transferee than those specified in such notice to Purchaser without again offering such more favorable terms and conditions to Purchaser as herein provided.

To the extent covered by the 1981 Writers Guild Theatrical Basic Agreement (the "WBA"), if any, Purchaser's exercise of the foregoing rights shall be subject to the payment of minimum scale compensation with respect to such rights; provided, that to the extent the purchase price exceeds applicable WBA scale, such excess shall be applicable against any further required minimum scale payments pursuant hereto. Other than for this purpose and as set forth in Paragraph 7 hereof, the WBA is not to be deemed incorporated herein by reference.

5. You agree to execute at Purchaser's request any and all additional documents or instruments, including a short form option agreement and a short form assignment for purposes of recording in the Copyright Office, and to do any and all things necessary or desirable to effectuate the purposes of this agreement. If such short form assignment is undated, Purchaser is authorized to date such short form assignment and to file the same in the Copyright Office immediately upon exercise of the options herein granted. If you fail to do anything necessary or desirable to effectuate the purposes of this agreement, including, but not limited to, renewing copyrights and instituting and maintaining actions for infringement of any rights herein granted to Purchaser under copyright or otherwise, you hereby irrevocably appoint Purchaser your attorney-in-fact with the right, but not the obligation, to do such things and renew copyrights and institute and maintain actions in your name and behalf, but for Purchaser's benefit, which appointment shall be coupled with an interest and irrevocable.

6. All rights granted and agreed to be granted to Purchaser under this agreement shall be irrevocably vested in Purchaser and shall not be subject to rescission by Author or any other party for any cause, nor shall said rights be subject to termination or reversion by operation of law or otherwise, except to the extent, if any, that the provisions of any copyright law or similar law relating to the right to terminate grants of, and/or recapture rights in, literary property may apply. If, pursuant to any such copyright law or similar law, Author or any successor or any other legally designated party (all herein referred to as "the terminating

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party") becomes entitled to exercise any right of reversion, recapture, or termination (the "termination right") with respect to all or any part of the rights granted or to be granted under this agreement, and if the terminating party exercises said termination right with respect to all or part of said rights (the "recaptured rights"), then from and after the date on which the terminating party has the right to transfer to a third party all or part of the recaptured rights Purchaser shall have the first right to purchase and acquire the recaptured rights from the terminating party. If the terminating party is prepared to accept a bona fide offer from a third party with respect to all or part of the recaptured rights, then in each instance the terminating party shall make a written offer to Purchaser specifying in such offer all of the terms and conditions which the terminating party is prepared to accept and the name of the third party who made the offer to the terminating party, and the terminating party shall offer Purchaser the right to enter into an agreement with the terminating party with respect to the recaptured rights on the aforesaid terms and conditions. Purchaser shall have 20 days from the date of its receipt of such written offer within which to notify the terminating party of its acceptance of such offer (provided however that Purchaser shall not be required to meet any terms or conditions which cannot be as easily met by one person as another, including without limitation the employment of specified persons, etc.). If Purchaser shall acquire from the terminating party all or part of the recaptured rights, then the terminating party agrees to enter into appropriate written agreements with Purchaser covering said acquisition. If Purchaser shall elect not to purchase the recaptured rights from the terminating party, then the terminating party may dispose of said recaptured rights, but only to the aforesaid third party and only upon the same material terms and conditions specified in the aforesaid written notice given by the terminating party to Purchaser, it being understood and agreed that the terminating party may not dispose of said recaptured rights either to (1) any other proposed transferee or (2) upon terms and conditions which are substantially more favorable to any transferee than the terms and conditions previously offered to Purchaser hereunder, without again offering to enter into an agreement with Purchaser (1) on the terms offered to such other transferee and/or (2) on such more favorable terms and conditions offered to said proposed transferee, whichever of (1) and/or (2) shall apply. Any such required offer made to Purchaser by the terminating party shall be governed by the procedure set forth in the preceding four sentences of this Paragraph 6. The unenforceability of any portion of this Paragraph 6 shall not invalidate or effect

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the remaining portions of this Paragraph 6 or this agreement. Author acknowledges that in the event of a breach of any of Purchaser's obligations under this agreement, the damage (if any) caused to Author thereby is not irreparable or otherwise sufficient to give rise to a right of injunctive or other equitable relief; and Author's rights and remedies in the event of said breach shall be limited to the right, if any, to recover damages in an action of law.

7. Purchaser agrees to accord Author credit on the positive prints of the Picture subject to any applicable provisions of the WBA. Subject to the foregoing, the presentation of such credits shall be determined by Purchaser. Any casual or inadvertent failure by Purchaser, or any failure by any third party, to comply with the provisions of this paragraph shall not be deemed to be a breach of this agreement. In the event of a breach of Purchaser's obligations under this paragraph, it is expressly agreed that your sole remedy shall be to seek damages in a court of competent jurisdiction, and that in no event shall you be entitled to obtain any injunctive or other equitable relief or undertake any legal efforts to restrict Purchaser's right to exploit the Property.

8. All checks and notices from Purchaser to you shall be sent to you at the salutation address hereof. All notices from you to Purchaser shall be sent to Purchaser in care of Elliott Kastner, c/o CBS Studio Center, 4024 Radford Avenue, Studio City, California 91604, with a copy to Sidley & Austin, 2049 Century Park East, Los Angeles, California 90067, Attention: Gary O. Concoff, Esq.

9. Notwithstanding anything herein contained, there shall be no obligation on Purchaser's part to actually utilize the Property, or any part thereof, in connection with any motion picture produced or caused to be produced by Purchaser, nor shall Purchaser have any obligation to produce, release or continue distribution (or cause the same) of any motion picture based upon the Property.

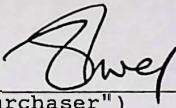
10. This agreement supersedes and replaces all agreements (oral and written) between you and Purchaser relating to the Property. Until a more formal agreement is executed incorporating all of the foregoing and additional detailed representations, warranties and other provisions customarily included in such formal literary purchase agreements, this agreement shall be binding upon and inure to the

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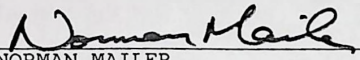
benefit of the parties hereto and their successors, representatives, assigns and licensees.

Very truly yours,

CINEMA SEVEN PRODUCTIONS, INC.

By 
("Purchaser")

ACCEPTED AND AGREED TO:


NORMAN MAILER

DATED: Sept 26, 1983