DRAFT

WILL OF NORMAN MAILER

I, Norman Mailer, of Provincetown, Barnstable County, Massachusetts, make this my last will and revoke all my prior wills.

1. SPECIFIC GIFTS.

1.1. I give my tangible personal property, except as otherwise provided in paragraph 1.2, to my wife, Norris Church Mailer, if she survives me. If my wife does not survive me, I give that property, in as nearly equal shares as practicable, to my children and my wife's children, Susan Mailer, Danielle Leslie Mailer, Elizabeth Anne Mailer, Kate Cailean Mailer, Michael Burks Mailer, Stephen McLeod Mailer, Maggie Alexandra Mailer, Matthew Norris Mailer, and John Buffalo Mailer, who survive me. It is my wish, although I impose no legal obligation, that part of my tangible personal property be distributed as I may suggest in writing.

1.2. All my literary papers, which shall include, without limitation, my published and unpublished manuscripts, notes, letters and correspondence (to or from me or between others) and other written works, and all intangible rights therein, including, without limitation, copyright, shall be a part of the residue of my estate. My executor shall sell any literary papers as my executor deems advisable to raise cash for debts and administration expenses of my estate and for taxes payable by reason of my death.

2. RESIDUE.

2.1. I give the residue of my estate and any property over which I have a power of appointment, except a power given to me by my wife, to the trustees of the Norman Mailer Revocable Trust, a trust agreement I signed today as donor, before signing this will, with my wife and myself as trustees (the "Trust"), to be dealt with according to its terms, as amended. If any property to be transferred to the Trust would be distributed immediately, my executor may distribute the property directly to the person entitled to the property.

3. EXECUTOR.

3.1. I appoint my wife, Norris Church Mailer, as executor, and if she does not serve or ceases to serve, I appoint the trustees of the Trust as executors to serve in her place. I request that my executor also be appointed temporary executor.

3.2. I request that no executor shall be required to give bond or to provide sureties, and no guardian ad litem shall be appointed in any proceeding for allowance of accounts.

4. TAX PAYMENTS.

4.1. My executor shall pay from the residue of my estate, to the extent it is sufficient, all federal and state estate and inheritance taxes on property passing by my will other than by the exercise of a power of appointment, on life insurance, on property owned by me jointly or as tenant by the entirety, and on property in the Trust, unless those taxes are paid from the Trust.

4.2. Federal and state estate and inheritance taxes shall be charged against any qualified terminable interest property included in my gross estate in the amounts by which my executor determines the taxes to have been increased by the inclusion of that property.

5. EXECUTOR'S POWERS.

5.1. I give my executor the following powers, in addition to those granted by law, and my executor may exercise the powers without court approval in any manner my executor considers advisable:

(a) to retain any property my executor receives, to abandon any property my executor considers worthless, and to care for, repair, insure, store and ship any tangible personal property and pay any expenses relating to the property;

(b) to invest in any form of investments without being subject to legal limitations on investments by fiduciaries, including, without limitation, investments in investment companies, common trust funds, and limited and general partnerships;

(c) to sell, mortgage, exchange, lease or otherwise dispose of or encumber any property on any terms, no purchaser being bound to see to the application of any proceeds and whether or not the effect thereof extends beyond the period of administration of my estate;

(d) to create nominee trusts and to transfer to or hold title to real estate in nominee trusts and generally to hold property in the name of a nominee;

(e) to pay, compromise or contest claims or controversies involving my estate, including claims for taxes;

(f) to borrow or lend any amounts;

(g) to allocate or distribute any property in my estate in kind, pro rata or non-pro rata, at the then current fair market values as my executor determines;

(h) to allocate part or all of any unused generation-skipping tax exemption available at the time of my death in such manner and to such transfers or trusts as my executor shall determine, taking into account any factors my executor considers appropriate and the interests of all persons affected; and

(i) to elect or not to elect to treat all or any part of any interest of my wife as qualified terminable interest property qualifying for the marital deduction allowable under federal or state estate or gift tax laws applicable at the time of my death and, if such an election is made, to elect or not to elect to treat all or any part of the qualifying interest, for purposes of the generation-skipping transfer tax, as if such election had not been made.

5.2. My executor may divide and distribute my tangible personal property by any means my executor considers fair and practicable, and my executor's decision shall be final.

5.3. The powers and discretions granted to my trustees under the Trust may be exercised by my executor as to any property to be included in the Trust until my executor distributes the property to my trustees.

5.4. No executor shall possess or participate in the exercise of any discretionary power that otherwise would be a general power of appointment under section 2041(b)(1) of the Internal Revenue Code in his or her favor as a beneficiary or in favor of his or her estate, creditors or creditors of his or her estate. No executor shall have any incident of ownership with respect to any policy of insurance on his or her life held in my estate.

5.5. My executor's powers with respect to any property eligible to qualify for the federal or state estate tax marital or charitable deduction shall be subject to all limitations and restrictions that are necessary for the property to be eligible to qualify for the deduction.

6. OTHER TERMS.

6.1. Executor.

The word "executor" in this will or any codicil means the one or more executors, temporary executors or administrators with this will annexed for the time being in office.

6.2. Survival.

If my wife and I die under such circumstances that it cannot be determined which of us is the survivor, my wife shall be deemed to have survived me. Where my will requires that any person other than my wife survive me, that requirement means that the person must survive me by at least ninety days.

6.3. Children and issue.

Wherever used in this will, the words "child," "children" and "issue" and the like include persons adopted during their minority and persons tracing descent through one or more such adopted persons in all respects as if descended by blood. Such words also include all persons descended by blood, whether or not they are born in wedlock. However, those words do not include descendants by blood who are adopted out of the family while under the age of one year by someone other than a step-parent, a blood relative or a guardian named by the adopted person's natural parent. To the extent that I have not provided in my will for any of my issue now living or hereafter born, I have done so intentionally.

6.4. Payments to minors.

My executor may pay any amount that is payable to a minor to a custodian for the minor under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state.

6.5. Construction.

The headings of the paragraphs of this will are inserted for convenience only and shall not affect its construction. In the construction of this will, the gender of pronouns and the singular or plural form of words shall be disregarded where appropriate. References to provisions of the Internal Revenue Code shall be deemed to include any corresponding provisions of subsequent tax laws.

6.6. Incorporation by reference.

If the Trust is not in existence at the time of my death, or if the testamentary transfer to my trustees is invalid as to any property, then the property otherwise transferred to the Trust shall be dealt with on the terms of the Trust applicable after my death, with no effect given to any amendments that may be made after the signing of this will, by the persons, if any, then serving as trustees under the Trust, who shall serve under this will, and for that purpose I incorporate the Trust, with no effect given to any amendments that may be made after the signing of this will, by reference into this will.

I, Norman Mailer, the testator, declare that I sign this instrument as my will and that I sign it willingly in the presence of the witnesses signing below as my free and voluntary act for the purposes herein expressed this _____ day of ___________, 2000.

____

Norman Mailer, Testator

We, the witnesses, each declare in the presence of the testator that the testator signed this instrument as his will in the presence of each of us, that he signed it willingly, that each of us signs this will as witness at the testator's request and in his presence, and that, to the best of our knowledge, the testator is eighteen years of age or over, of sound mind, and under no constraint or undue influence.

______________________________ ______________________________
Witness Address

______________________________ ______________________________
Witness Address

Commonwealth of Massachusetts

County of , ss.

Subscribed, sworn to and acknowledged before me by the said testator and witnesses this _____ day of ___________, 2000.

____
Notary Public
My commission expires:

PALMER & DODGE LLP
ONE BEACON STREET, BOSTON, MA 02108-3190

G. THACHER STORM
(617) 573-0477
tstorm@palmerdodge.com

TELEPHONE: (617) 573-0100
FACSIMILE: (617) 227-4420

February 4, 2000

Mr. and Mrs. Norman Mailer
627 Commercial Street
Provincetown, MA 02657

Dear Mr. and Mrs. Mailer:

On behalf of Chip Wright, who is currently out of the country, I am enclosing drafts of a trust and a will that we have prepared for Mr. Mailer.

Following is a summary of these instruments:

Norman Mailer Revocable Trust

1. Paragraphs 1 and 2 (page 1). These describe the trust fund and family members. Please check the spelling of all names.

2. Paragraph 3 (page 1). This deals with the trust during Mr. Mailer's lifetime. If property is added to the trust by Mr. Mailer during his lifetime, income and principal will be paid to him upon his request. If he is incapacitated, the trustees may make payments on his behalf or on Mrs. Mailer's behalf for her health, education, maintenance and support in her accustomed manner of living. Mr. Mailer may revoke or amend the trust at any time.

3. Paragraph 4 (page 2). This describes the trust property after Mr. Mailer's death. If Mrs. Mailer survives Mr. Mailer, all property will be divided into a Marital Trust and a Family Trust. The Family Trust will be equal to Mr. Mailer's unused federal estate tax exemption, which currently is $675,000 and increases to $1,000,000 over a six-year period. The property in this trust ultimately will pass free of estate tax to the beneficiaries named in paragraph 7 of the trust. The Marital Trust will hold all other property. The property in this trust will not be taxed on Mr. Mailer's death but will be subject to estate tax when Mrs. Mailer dies. If Mrs. Mailer does not survive Mr. Mailer, all property will be held under the Family Trust described in paragraph 7.

4. Paragraph 5 (page 2). This describes the terms of the Marital Trust. Mrs. Mailer will receive all of the income, and she may withdraw all of the principal at any time. In addition, the trustees may pay principal to her in their discretion. On Mrs. Mailer's death, she has a power by her will to decide how the property will pass among the group consisting of your issue.

5. Paragraph 6 (page 3). This deals with the Family Trust after Mr. Mailer's death and during Mrs. Mailer's lifetime. All of the income will be paid to Mrs. Mailer. In addition, the trustees may pay principal to Mrs. Mailer in their discretion for her health, education,

maintenance and support in her accustomed manner of living. Finally, on Mrs. Mailer's death she has a right by her will to decide how the property will pass among your issue.

6. Paragraph 7 (page 3). This deals with the trust property after both of you have died. Paragraph 7.1(a) divides the trust property into equal shares, with one share allocated to each of your children then living, each of your children not then living but who is survived by issue then living, and Mr. Mailer's sister Barbara, if either she or Mr. Mailer's nephew, Peter Alson, is then living. A share for a living child passes outright to the child, and a share for a deceased child passes outright to the child's issue. If Barbara is living, one half of her share is split between her and her husband, Al Wasserman, or passes all to her if he is not then living. The other half of the share allocated to Barbara (or all of the share if she is not living) passes outright to Mr. Mailer's nephew, Peter. If Peter is not then living his half of the share goes to Barbara.

7. Paragraphs 9.1 and 9.2 (page 5). These describe the trustees. The initial trustees are the two of you. Mr. Mailer can change the trustees at any time during his lifetime. If Mr. Mailer ceases to serve as trustee, Mrs. Mailer may serve alone. We have left spaces where Mr. Mailer may name successor trustees after both of you cease to serve.

8. Paragraph 14.4 (page 13). This deals with adopted children and issue and all children descended by blood.

<u>Mr. Mailer's Will</u>

1. Paragraph 1.1 (page 1). This gives personal effects and belongings (except as provided in paragraph 1.2) to Mrs. Mailer or, if Mrs. Mailer does not survive Mr. Mailer, in equal shares to your children.

2. Paragraph 1.2 (page 1) deals with all Mr. Mailer's literary papers, which are defined broadly. These literary papers, along with intangible rights (for example, copyrights) are to become part of the residue of Mr. Mailer's estate and may be sold to raise cash for taxes, debts and expenses.

3. Paragraph 2 (page 1). This adds the residue of Mr. Mailer's estate to his trust.

4. Paragraph 3 (page 2). This appoints Mrs. Mailer as executor. If she does not serve, the trustees of Mr. Mailer's trust are named as executors.

I expect Chip to return to the office next week, so he should be available soon to discuss any questions you may have. Of course, if you have any questions in the meantime, I would be happy to speak with you.

Yours sincerely,

G. Thacher Storm

GTS:jmb

Enclosures

cc: Jackson W. Wright, Jr., Esq.

DRAFT

NORMAN MAILER REVOCABLE TRUST

This is a trust agreement made by me, Norman Mailer, of Provincetown, Massachusetts, as donor, with my wife, Norris Church Mailer, and myself, who, with all successors in trust, are called the "trustees."

1. THE TRUST FUND.

1.1. My trustees may accept property from any source and upon any terms and may refuse to accept any property if my trustees believe accepting the property will not be in the best interests of the beneficiaries. This trust is called the Norman Mailer Revocable Trust.

2. MY FAMILY.

2.1. My wife is Norris Church Mailer.

2.2. My children and my wife's children are Susan Mailer, Danielle Leslie Mailer, Elizabeth Anne Mailer, Kate Cailean Mailer, Michael Burks Mailer, Stephen McLeod Mailer, Maggie Alexandra Mailer, Matthew Norris Mailer, and John Buffalo Mailer.

3. DURING MY LIFE.

3.1. Income and principal payments.

If there is any property in this trust during my life, my trustees shall pay me as much of the income and principal as I request. If my trustees determine that I am unable to manage my affairs because of advanced age, physical condition or mental incapacity, my trustees may pay to me all or any part of the income and principal and may pay to my wife all or any part of the income and principal as my trustees consider advisable for her health, education, maintenance and support in her accustomed manner of living. At my death any undistributed income shall be added to principal.

3.2. Powers to revoke or amend and to change trustees.

I may revoke or amend this agreement by delivering a writing during my life to any trustee. I may change the trustees as provided in paragraph 9.

4. AFTER MY DEATH.

After my death:

4.1. Transfer of assets if my wife survives me.

If my wife survives me:

(a) My trustees shall deal with the fractional share of the trust property necessary to minimize the federal estate tax payable on my death under paragraph 5 as a separate trust known as the Norris Church Mailer Marital Trust, or simply the "Marital Trust."

(b) My trustees shall deal with the balance of the trust property under paragraph 6 as a separate trust known as the Norman Mailer Family Trust, or simply the "Family Trust."

4.2. Transfer of assets if my wife does not survive me.

If my wife does not survive me, my trustees shall deal with the trust property as the Family Trust under paragraph 7.

5. THE MARITAL TRUST.

My trustees shall deal with the Marital Trust as follows:

5.1. Income and principal payments to my wife.

Beginning at my death my trustees shall pay the income to my wife for life. My trustees shall pay to my wife all or any part of the principal as my wife may request in writing. My trustees also may pay to my wife all or any part of the principal without any request from her.

5.2. Disposition on my wife's death.

On my wife's death, my trustees shall:

(a) Pay the remaining principal as my wife may appoint by will as provided in paragraph 12.4 to any one or more of my issue and my wife's issue; and

(b) Deal with any principal not used for estate taxes as provided in paragraph 13.4 and not appointed by my wife, and any principal not fully appointed, after expiration of appointed interests, under paragraph 7 as if it were the entire Family Trust and I died at that time.

6. THE FAMILY TRUST FOR MY WIFE.

After my death, if my wife survives me, my trustees shall deal with the Family Trust as follows:

6.1. Income and principal payments during my wife's life.

(a) Beginning at my death my trustees shall pay the income to my wife for life.

(b) My trustees may pay to my wife all or any part of the principal as my trustees consider advisable for her health, education, maintenance and support in her accustomed manner of living, but I suggest that my trustees first use principal of the Marital Trust for any payments to my wife.

6.2. Disposition on my wife's death.

On my wife's death my trustees shall:

(a) Pay the remaining property as my wife may appoint by will as provided in paragraph 12.4 to any one or more of my issue and my wife's issue; and

(b) Deal with any property not appointed by my wife, and any part not fully appointed, after expiration of appointed interests, under paragraph 7 as if it were the entire Family Trust and I died at that time.

7. THE FAMILY TRUST FOR MY AND MY WIFE'S ISSUE AND OTHERS.

After both my wife and I have died, my trustees shall deal with the trust property as follows:

7.1. Division into shares and distribution.

(a) My trustees shall divide the trust property into as many equal shares as are necessary to allocate one share to each of my children and my wife's children, Susan Mailer, Danielle Leslie Mailer, Elizabeth Anne Mailer, Kate Cailean Mailer, Michael Burks Mailer, Stephen McLeod Mailer, Maggie Alexandra Mailer, Matthew Norris Mailer, and John Buffalo Mailer, who is then living or who is not then living but has issue then living, and one share to my sister, Barbara Wasserman, if either she or my nephew, Peter Alson, is then living.

(b) My trustees shall pay a share allocated to a living child to the child and shall pay a share allocated to a deceased child to the child's issue then living per stirpes.

(c) My trustees shall pay the share, if any, allocated to my sister, Barbara Wasserman, as follows:

(i) If Barbara is then living, one half in equal shares to her and her husband, Al Wasserman, if he is then living, or, if he is not then living, the entire one half to Barbara; and

(ii) one half, or all if Barbara is not then living, to my nephew, Peter Alson, if he is then living, or, if he is not then living, to Barbara.

8. INCOME AND PRINCIPAL PAYMENTS.

8.1. Discretionary payments.

Whenever my trustees "may" pay income or principal to a beneficiary or group of beneficiaries, my trustees may, in my trustees' absolute discretion, make the payments at any time to one or more of those beneficiaries, in any amounts and proportions and for any purposes, except as specifically provided otherwise, as my trustees consider advisable. The discretion to distribute all the property of any part of the trust includes the power to terminate that part. In exercising discretion, my trustees may take into account any factors my trustees consider appropriate, including written or oral guidance that I give to my trustees.

8.2. Payments to persons under twenty-five or unable to manage their affairs.

If a person becomes entitled to any property before reaching the age of twenty-five years or while unable, in my trustees' opinion, to manage his or her financial affairs because of advanced age, physical condition or mental incapacity, whether or not legally competent, (a) my trustees may pay all or any part of the property to the person; or (b) my trustees may continue to hold all or any part of the property as a separate trust for the person's benefit. If my trustees hold property as a separate trust under clause (b), my trustees may pay all or any part of the income and principal to the person as my trustees consider advisable and may accumulate any income not so paid or add it to principal. My trustees shall pay the remaining property to the person when the person is at least twenty-five years of age and is able to manage his or her affairs. If a person for whom property is held in trust dies, my trustees shall pay the remaining property to the person's issue then living per stirpes or, if none, to the person's estate. This paragraph 8.2 shall not apply to my wife's interest in the Marital Trust or to my interest in the trust during my life.

9. MY TRUSTEES.

9.1. Appointment.

(a) At present my trustees are my wife, Norris Church Mailer, and I. If I cease to serve as a trustee, my wife may serve as sole trustee. If both my wife and I cease to serve as trustees, ___________, of _________, and ___________, of ____________, shall serve as trustees. The term "trustees" includes the present trustees and all successor or additional trustees.

(b) I may appoint successor and additional trustees or, if I am not legally competent, except as otherwise provided in subparagraph (a), successor trustees shall and additional trustees may be appointed as follows:

(i) by the remaining trustees or, if none, by the resigning trustee with, in either case, the concurrence of my wife if she is legally competent or, if not, with the concurrence of a majority of my and my wife's legally competent children, if any, or, if there is no remaining or resigning trustee,

(ii) by my wife or, if she is not legally competent,

(iii) by a majority of my and my wife's legally competent children,

(c) Except as otherwise provided in subparagraph (a), a successor trustee need not be appointed if two trustees continue to serve, unless my wife or, if she is not legally competent, a majority of my and my wife's legally competent children, so requests in writing. Different trustees may serve under different trusts created under this agreement.

(d) The appointment of a trustee shall be effective upon acceptance.

9.2. Removal.

I may remove any trustee by notice to that trustee.

9.3. Resignation.

A trustee may resign by giving thirty days notice to me or, if I am not legally competent, to my wife or, if she is not legally competent, to my and my wife's legally competent children or, if there are no persons so qualified, to the remaining or succeeding trustee, provided that the resignation of a sole remaining trustee shall become effective only upon the appointment and acceptance of a successor trustee.

9.4. Additional trustee provisions.

(a) Each appointment, removal, resignation, acceptance or notice under this paragraph 9 shall be in writing and, without affecting the validity of any action, copies shall be given to all the trustees. Any notice may be waived by the person to whom it is to be given.

(b) Each successor or additional trustee, whether or not named by me, shall have all the rights and powers of my present trustees, except as limited by this agreement or by law. Title to the trust fund shall vest in each successor or additional trustee by virtue of the trustee's appointment and acceptance without any further instrument of transfer or conveyance.

(c) When there is a vacancy, the remaining trustees shall act alone until the vacancy has been filled, except to the extent prohibited from acting by this agreement or by law. During the absence or disability of any trustee, the remaining trustees, except to the extent prohibited, may act alone subject to any limitations imposed in writing by the absent or disabled trustee.

(d) Anyone dealing with the trust property may rely on a writing signed by any trustee as to that trustee's authority to act on behalf of the trust.

(e) A trustee shall cease to serve when (i) a certificate signed by a licensed physician is delivered to that trustee and to any other trustee or, if no trustee is then remaining, to the succeeding trustee or the person entitled to appoint the successor, stating that the trustee ceasing to serve is not capable of properly managing the financial affairs of the trust or (ii) a guardian or conservator is appointed for that trustee.

9.5. Powers.

In addition to all common law and statutory authority, except as I have provided otherwise, my trustees shall have power without approval of any court and in any manner my trustees consider advisable:

(a) to retain any property in the form in which it is received from me, my estate or any other source, without any duty of diversification, and to purchase or retain any property I request;

(b) to hold any tangible personal property as part of the Family Trust, to repair, insure, store, or otherwise care for the property and to pay any shipping or other expenses relating to it, but no costs shall be charged against the Marital Trust;

(c) to abandon any property my trustees consider worthless;

(d) to make any improvements to property;

(e) to invest in any types of investments without being subject to legal limitations on investments by fiduciaries, including, without limitation, investments in investment companies, common trust funds, and limited and general partnerships;

(f) to sell, mortgage, exchange, lease or otherwise dispose of or encumber any property on any terms, no purchaser being bound to see to the application of any proceeds and whether or not the effect thereof extends beyond the term of this trust;

(g) to determine what part of the property in the Family Trust is income and what part is principal;

(h) to create and to transfer or hold title to real estate in nominee trusts and generally to keep securities or other property in the name of a nominee;

(i) to pay, compromise or contest claims or controversies involving the trust, including claims for taxes;

(j) to exercise all rights that may be exercised by any security holder in an individual capacity and to delegate any such rights;

(k) to pay from the Family Trust any written charitable pledges made by me, if my trustees determine that I would have intended the pledges completed under the circumstances;

(l) to borrow or lend any amounts, including lending to beneficiaries with or without interest or security;

(m) to retain any investment counsel and advisors, accountants, depositories, custodians, brokers, attorneys and agents and to pay them the usual compensation for their services, to accept and act upon the recommendations of investment counsel and advisors, and to delegate to any investment counsel and advisors, custodians, brokers or agents retained by my trustees any ministerial or discretionary powers;

(n) to allot in or toward satisfaction of any payment, distribution or division, pro rata or non-pro rata, any trust property at the then current fair market value determined by my trustees;

(o) at the request of my executor or administrator, to purchase any property belonging to my estate and to make secured or unsecured loans to my estate on reasonable terms and conditions without liability for loss;

(p) to divide any trust into separate trusts; and to hold any or all trusts and shares in the Family Trust undivided or apart one from another as separate shares or separate trusts; and

(q) to combine for investment all or any part of any trusts or shares in the Family Trust with any one or more trusts under any other instruments signed by me or my wife permitting such combination and having one or more of the same trustees; or to merge all or any part of any trust or share in the Family Trust with, or transfer it to the trustees of, any one or more trusts under this agreement or any other instruments permitting such merger or transfer whose applicable terms are in all material respects the same, but only if the combination or merger will not increase any estate, gift or generation-skipping taxes.

9.6. Limitations.

All powers and discretions given to my trustees are exercisable only in a fiduciary capacity, in accordance with reasonable discretion. No trustee shall possess or participate in the exercise of any power or discretion that would otherwise be a general power of appointment under section 2041(b)(1) of the Internal Revenue Code in his or her favor as a beneficiary or in favor of his or her estate or creditors or creditors of the estate. No trustee shall have any incident of ownership with respect to any policy of insurance on his or her life held in trust. These limitations shall not apply to me while I am serving as a trustee or to my wife when serving as trustee of the Marital Trust.

9.7. Compensation.

My trustees shall receive reasonable compensation for services.

9.8. Bonds and accounts.

(a) No trustee shall be obligated to give bond or, if a bond is required by law, no sureties on the bond shall be required.

(b) Any account of the trustees of any trust under this agreement shall be conclusive, except for fraud or manifest error, on all parties in interest, whether or not of full age or in being or ascertained, if assented to (i) by me or, if I am not legally competent, (ii) by my wife or, if my wife and I are not legally competent, (iii) by those of my and my wife's issue who are legally competent and are then eligible to receive any current payments from the trust and who have no legally competent ancestor who is eligible to receive such payments. If a person whose assent would be required if legally competent is under guardianship or conservatorship, the guardian or conservator may act on behalf of the person and the guardian's or conservator's assent shall be required. The failure of any person to object to any account by a writing mailed to my trustees within sixty days after the mailing of a copy of the account to that person shall be conclusively deemed an assent by that person. Nothing in this paragraph shall be construed to give anyone the power or right to enlarge or shift the beneficial interest of any beneficiary. My trustees may present any trust accounts for allowance to a court of competent jurisdiction and no guardian ad litem shall be appointed in that proceeding.

9.9. Liability.

(a) No trustee shall be liable for investments held or made or other actions taken or not taken during my life with my approval.

(b) No trustee shall be liable for the acts or omissions of any co-trustee or prior trustee or any person administering my estate. No trustee shall be required to inquire into such acts or omissions or to ascertain that the property transferred to the trustee is the entire trust property.

(c) No trustee shall be liable for acts or omissions that are improper under the terms of any trust amendment or revocation made while the trustee is serving unless the trustees have previously been notified of the amendment or revocation.

9.10. Environmental response.

My trustees may from time to time inspect, review and monitor real property held in this trust for compliance with any law, regulation or ordinance, including those related to environmental pollution and hazardous waste, in order to determine whether any oil or hazardous materials have been released, stored or generated on or from the property, or whether a threat of a release of such materials exists. My trustees may take all actions my trustees deem appropriate to prevent, minimize, abate, remediate, mitigate, notify appropriate governmental authorities about or otherwise respond to any actual or threatened violation of any law, regulation or ordinance affecting trust property related to the generation, use, treatment, storage, disposal, release or discharge of, or contamination by, any materials or substances. My trustees may charge the expenses of these activities against the trust property as my trustees deem appropriate and may maintain a reserve for those expenses. No trustee shall be liable for any action or omission, except for willful default or bad faith, in connection with any environmental response under this paragraph.

10. LIFE INSURANCE AND RETIREMENT BENEFITS.

10.1. Life insurance policies.

My trustees shall be under no duty to make any payments on account of any life insurance policies or to see that the policies are kept in force and shall not be required to collect the proceeds of any policy not assigned or made payable to my trustees or deposited with my trustees at the time of the death of the insured. No trustee shall be liable for any action or omission, except for willful default or bad faith, in connection with the acceptance, purchase, retention, transfer, conversion, liquidation, surrender, collection or lapse of any life insurance policies held in this trust. My trustees shall have no duty to monitor the financial condition of companies issuing any life insurance policies held in this trust or the investment suitability of any such policies, to make any payments on account of any life insurance policies or to see that the policies are kept in force, but may pay premiums for any life insurance policy held in this trust.

10.2. Retirement plan benefits.

(a) If any retirement plan benefits are payable to the Marital Trust, my trustees shall elect either a lump sum payment or a payment or settlement option with respect to those benefits that requires the retirement plan administrator to distribute to my trustees annually, or my trustees shall withdraw annually, an amount no less than the greater of (i) the Marital Trust's share of the retirement plan's income for the year and (ii) the minimum amount that must be distributed in accordance with applicable minimum distribution rules under the Internal Revenue Code. My trustees shall allocate to the Marital Trust's income all retirement plan distributions made to the Marital Trust representing the Marital Trust's share of the retirement plan's income, so that an amount no less than the Marital Trust's share of the retirement plan's income is distributed annually to my wife. For purposes of this paragraph, the retirement plan's income shall mean fiduciary accounting income. If a retirement plan does not permit a payment or settlement option that complies with this subparagraph (a), my trustees may elect any payment or settlement option my trustees deem advisable.

(b) My trustees may, without making any adjustment among beneficiaries or between income and principal, elect any payment or settlement option with respect to any retirement plan benefit not payable to the Marital Trust. My trustees need not obtain the consent of any beneficiary or the authority of any court before exercising this discretion.

(c) My trustees may disclaim all or any part of any retirement plan benefit, if my trustees consider it advisable, provided that my trustees may only disclaim retirement plan benefits payable to the Marital Trust with the consent of my wife.

(d) For purposes of this paragraph, a retirement plan benefit includes a benefit under any individual retirement account or individual retirement annuity or pension, profit sharing, stock bonus, tax deferred annuity or other retirement or deferred compensation plan or arrangement. My trustees may treat all of my individual retirement accounts as one retirement plan for purposes of this paragraph.

11. MARITAL DEDUCTION.

11.1. Special provisions.

(a) In determining the numerator of the Marital Trust fractional share described in paragraph 4.1, my trustees shall (i) to the extent necessary use the unlimited marital deduction available under federal law, (ii) deduct the value of all property, other than property in this trust, included in my gross estate, passing to my wife and qualifying for the federal estate tax marital deduction, (iii) assume my executor or administrator will elect to treat any eligible interests other than the Family Trust as qualified terminable interest property, (iv) take into account all credits available against federal estate tax, but the credit for state death taxes shall be used only to the extent it does not increase the total federal and state taxes otherwise payable by reason of my death, and (v) not consider property payable directly to the Marital or Family Trusts as part of the property of this trust. The denominator of the fraction and the principal to which that fraction is to be applied are the principal of this trust after payments made or provision for payments to be made pursuant to paragraph 13.1 and any estate or inheritance tax required by law to be paid from this trust. The final determinations used in fixing federal estate tax, if any, on my estate shall control in the computation of the fraction. If the numerator exceeds the denominator, the fraction shall equal one.

(b) All trusts shall be established and administered subject to the exceptions, limitations and restrictions contained in the provisions in this agreement relating to the Marital Trust or necessary for the Marital Trust to qualify for the federal estate tax marital deduction. To the extent that any provision in this agreement or any rule of law relating to the administration of estates or trusts would prevent such qualification, that provision or rule of law shall not apply. I intend to make it possible for my executor or administrator to minimize the federal estate tax on my estate by electing to have any property allocated to the Marital Trust constitute qualified terminable interest property for purposes of the federal estate tax marital deduction and this agreement shall be interpreted in a manner consistent with my intention.

(c) My trustees shall not allocate to the Marital Trust any property or the proceeds of any property that will not qualify for the federal estate tax marital deduction, or, except to the extent that other property is not available, property to which a foreign death tax credit is applicable.

(d) My trustees may purchase or retain property that is unproductive of income in any trust under this agreement, except that my trustees shall make any unproductive property in the Marital Trust productive or convert it into productive property within a reasonable time after receiving a written request to do so from my wife.

12. BENEFICIARIES' INTERESTS AND POWERS.

12.1. Interests of beneficiaries not to be alienated.

The interest of any beneficiary under this agreement shall not be subject to assignment, alienation, pledge, attachment or claims of creditors.

12.2. Disclaimers.

(a) In addition to any power to disclaim conferred by law, any beneficiary, including the executor or administrator of a beneficiary's estate, may disclaim or release all or any part of any power or interest granted to the beneficiary under this agreement. Except as provided in subparagraph (b), if a beneficiary disclaims any interest before having received any benefits of the interest, then the property subject to the interest shall pass as if the beneficiary had died before becoming entitled to it. If a beneficiary releases any interest after having received any benefits of the interest, then the property subject to the interest shall pass as if the beneficiary had then died.

(b) If my wife disclaims any power over property in the Marital Trust, that property shall be dealt with on the terms of the Marital Trust, except the disclaimed power shall not apply. If my wife disclaims any interest in property in the Marital Trust, that property shall be dealt with on the terms of the Family Trust under paragraph 6 but she shall have no power of appointment over that property.

12.3. Payments for beneficiaries.

(a) My trustees may use income or principal that is payable to a person, or that may in my trustees' discretion be paid to a person, for the person's benefit, whether or not that person is legally competent or is under conservatorship or guardianship. Whenever my trustees have discretion to pay income to a beneficiary, my trustees may instead grant to the beneficiary a right to withdraw the income subject to any terms and conditions my trustees impose.

(b) My trustees may pay any amount payable to a minor to a custodian for the minor under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state.

(c) If property becomes payable to the estate of any person other than my wife and my trustees believe there is no duly appointed fiduciary and that none is contemplated, my trustees may pay the property to the persons who my trustees believe are entitled to the payment, without liability to see to the application of the payment, and may require indemnity.

12.4. Powers of appointment.

Any power of appointment by will granted under this agreement can be exercised only by will by specific reference to this agreement and the power to be exercised and shall include the right to appoint all or part of the property subject to the power, to appoint outright, to give to the appointee or appointees different types of interests and general or limited powers of appointment, to appoint in trust and create separate trusts, to appoint a new trustee or trustees and to give a trustee or trustees discretion to pay or apply income and principal within the class of permissible appointees.

13. ESTATE TAXES AND OTHER PAYMENTS.

13.1. Payments for my estate.

My trustees may pay directly or to my estate any taxes payable by reason of my death, and any debts, administration expenses and legacies under my will, which, if paid by my executor, would reduce the residue of my estate, and shall charge the payments against the Family Trust. To the extent my estate's assets are insufficient, my trustees shall so pay such taxes, debts, expenses and legacies.

13.2. Payments for others.

In addition to payments under paragraph 13.1, my trustees may pay or reimburse any person for all or any part of any other tax or expense payable by reason of my death with respect to any property, and shall charge the payment against the Family Trust as a whole or against such shares of the Family Trust as my trustees consider equitable.

13.3. Limitation on payments.

My trustees shall not use trust property that is not includable in my federal gross estate or that is exempt from state inheritance or estate tax to pay any taxes payable by reason of my death, debts, administration expenses or legacies.

13.4. Payment of taxes on my wife's death.

If my wife survives me, unless her will provides otherwise, my trustees shall pay directly or to her estate from the Marital Trust any increase in estate and inheritance taxes caused by including the Marital Trust in her gross estate.

13.5. Miscellaneous.

My trustees may rely upon my executor's certification of the amount of taxes, debts, administration expenses and legacies or the certification of my wife's executor of the amounts referred to in paragraph 13.4. The final estate or inheritance tax determinations shall control the amounts payable under this paragraph 13.

13.6. United States Treasury obligations.

My trustees shall redeem any United States Treasury obligations that may be redeemed at par to pay any federal estate tax that my will requires my executor to pay, if the market value of the obligations is not then in excess of par value.

14. DEFINITIONS AND CONSTRUCTION.

14.1. Income.

"Income" means net income. "Undistributed income" includes accrued income and accumulated income not added to principal. My trustees shall treat income received by my executor as trust income if it would have been so treated had it been received directly by my trustees. Except as provided otherwise, income shall be distributed at least as often as quarter-annually. At the termination of any income interest, except my wife's interest in the Marital Trust, my trustees shall deal with any undistributed income as if it were accrued and received thereafter.

14.2. Distributions per stirpes.

Where a distribution of income or principal is to be made to a person's issue "per stirpes," the person's children shall be treated as the original stocks, whether or not they are living at the time of the distribution, and a further subdivision shall be made at each succeeding generation.

14.3. Survival.

If my wife and I die under such circumstances that it cannot be determined which of us is the survivor, my wife shall be deemed to have survived me. Where this agreement requires that any person other than my wife shall have survived me or any other person, the requirement means that the person shall have survived by at least ninety days.

14.4. Children and issue.

The words "child," "children" and "issue" and the like include persons adopted during their minority and persons tracing descent through one or more such adopted persons in all respects as if descended by blood. Such words also include all persons descended by blood, whether or not they are born in wedlock. However, those words do not include descendants by blood who are adopted out of the family while under the age of one year by someone other than a stepparent, a blood relative, or a guardian named by the adopted person's natural parent.

14.5. Rule against perpetuities.

Regardless of any other provision of this agreement, all trusts under this agreement shall terminate no later than twenty-one years after the death of the last survivor of me, my wife and those of my and her issue who are living at my death, except that any trust established pursuant to paragraph 8.2 may continue according to the terms of that paragraph and any property remaining in such trust at the beneficiary's death shall be paid to the beneficiary's estate.

14.6. Governing law and construction.

This agreement shall be construed, governed and administered in accordance with Massachusetts law. The headings of the paragraphs of this agreement are for convenience only and shall not affect its construction. The gender of pronouns and the singular or plural form of words shall be disregarded where appropriate. References to provisions of the Internal Revenue Code shall be deemed to include any corresponding provisions of later federal tax laws.

14.7. Effective date.

This agreement shall take effect when signed by me and any trustee.

Executed under seal this _____ day of ___________, 2000.

____
Norman Mailer, Donor

____
Norman Mailer, Trustee

____
Norris Church Mailer, Trustee

Commonwealth of Massachusetts

County of   , ss.

On this _____ day of ___________, 2000, before me personally appeared Norman Mailer, to me known to be the person described in and who executed the foregoing agreement, and acknowledged that he executed the same as his free act and deed.

____
Notary Public
My commission expires:

PALMER & DODGE LLP
ONE BEACON STREET
BOSTON, MASSACHUSETTS 02108-3190

PALMER & DODGE LLP

BOSTON
FEB - 4 '00
MA

U.S. POSTAGE
1.2

PALMER & DODGE LLP
ONE BEACON STREET, BOSTON, MA 02108-3190 USA

Mr. and Mrs. Norman Mailer
627 Commercial Street
Provincetown, MA 02657

Proposed Will

SENDER G. Thacher Storm REF NO. 17505.1

- [ ] OVERNIGHT MAIL
  - [ ] 10:30 A.M. DELIVERY
  - [ ] SATURDAY DELIVERY
  - [ ] SIGNATURE REQUIRED
- [ ] BY HAND
  - [ ] DELIVERY TIME ____
  - [ ] ROUND TRIP
- RECIPIENT'S TEL. # ____
- [ ] REGULAR MAIL
- [ ] PREPARE FOR CLIENT RETURN

US MAIL

CONFIDENTIAL