

18th September
NM
NM

AGREEMENT made as of this ~~18th~~ day of ~~June~~ ^{September}, 1995 by and between NORMAN and NORRIS MAILER c/o International Creative Management, Inc., 8942 Wilshire Boulevard, Beverly Hills, California 90211 (hereinafter, jointly and severally, the "Writers") and HANS DICHAND c/o Hans Janitschek, 945 Fifth Avenue, New York, New York 10021 (hereinafter "Dichand").

WHEREAS, Dichand has written a teleplay and draft-screenplay (the "Underlying Property") based on his research and study of the life of the Empress Elizabeth, wife of Emperor Franz Josef, and the fall of the Hapsburg Empire; and

WHEREAS, Dichand has negotiated with various European producers for a television production of his teleplay, but is also seeking production of a theatrical motion picture based on the Underlying Property; and

WHEREAS, Dichand forwarded the Underlying Property to the Writers with the suggestion that, based thereon, they write a screenplay (the "Rewrite") in such manner as might induce the production of a feature-length first-class theatrical motion picture based thereon (the "Picture"); and

WHEREAS, the Writers are interested in writing the Rewrite,

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and the mutual advantages to be gained by each of them hereunder, the Writers and Dichand do hereby

A G R E E:

1. Engagement. Dichand hereby engages the Writers to render their services in preparing the Rewrite suitable for production of a feature-length first-class theatrical motion picture. The Writers jointly and severally hereby accept such engagement and undertake to render their services in a competent, diligent, and professional manner, within the time limitations hereinafter set forth, in such way as shall result in a Rewrite, based on the Underlying Property, suitable for production of the Picture. The Writers shall consult, and be available for conferences, with Dichand as may reasonably be required.

- f. Paragraph Headings. Paragraph headings used herein are for convenience only and, being no part of this agreement, shall not be used to interpret or modify the same.

IN WITNESS WHEREOF, both the parties hereto fix their signatures as of the date first above set forth.

DICHAND:

Hans Dichand

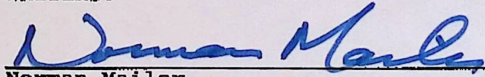
Date: 18 Sept 1995

WITNESS:


Signature

Print Name

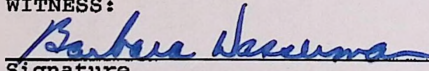
WRITERS:


Norman Mailer

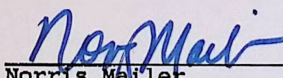
Social Security No. 032-12-8928

Date: 9/22/95

WITNESS:


Signature

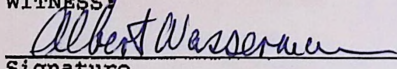
BARBARA WASSERMAN
Print Name


Norris Mailer

Social Security No. 430-92-5922

Date: 9-22-95

WITNESS:


Signature

ALBERT WASSERMAN
Print Name

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Hans Dichand

Date: 18 Sept 1995

WITNESS:

Signature

Print Name

WRITERS:

Norman Mailer
Norman Mailer

Social Security No. 032-12-8928

Date: 9/22/95

WITNESS:

Barbara Wasserman
Signature

BARBARA WASSERMAN
Print Name

Norris Mailer
Norris Mailer

Social Security No. 430-92-5922

Date: 9-22-95

WITNESS:

Albert Wasserman
Signature

ALBERT WASSERMAN
Print Name

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Hans Dichand

Date: 18 Sept 1995

WITNESS:

Signature

Print Name

WRITERS:

Norman Mailer

Social Security No. 032-12-8928

Date: 9/22/95

WITNESS:

Signature

BARBARA WASSERMAN

Print Name

Norris Mailer

Social Security No. 430.92.5922

Date: 9-22-95

WITNESS:

Signature

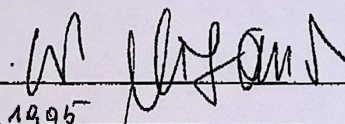
ALBERT WASSERMAN

Print Name

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IN WITNESS WHEREOF, both the parties hereto fix their signatures as of the date first above set forth.

DICHAND:


Hans Dichand

Date: 18 Sept 1995

WITNESS:

Signature

Print Name

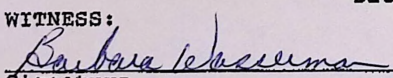
WRITERS:


Norman Mailer

Social Security No. 032-12-8928

Date: 9/22/95

WITNESS:


Signature

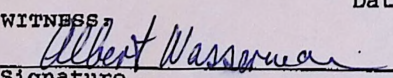
BARBARA WASSERMAN
Print Name


Norris Mailer

Social Security No. 430-72-5922

Date: 7-22-95

WITNESS:


Signature

ALBERT WASSERMAN
Print Name

EXHIBIT A

CERTIFICATE OF AUTHORSHIP

The undersigned hereby certify that they, jointly and severally, wrote the screenplay hereto attached, based on an original teleplay and draft screenplay by Hans Dichand concerning the life of Empress Elizabeth and the fall of the Hapsburg Empire, as an employee of Hans Dichand, and of any assignee to which he assigns the right to the services of the undersigned and the results and proceeds therefrom, pursuant to an agreement dated as of June _____, 1995 between him and the undersigned (the Screenplay Agreement).

The aforesaid screenplay was written by the undersigned in performance of their duties pursuant to the Screenplay Agreement and in the regular course of their employment; and Hans Dichand is, accordingly, the author of the aforesaid screenplay and entitled to copyright (and any and all renewals and/or extensions thereof), the neighboring rights and the droit morale therein, with the right to make such uses thereof and make such changes therein as he and his assigns may, from time to time, determine as such author.

IN WITNESS WHEREOF, the undersigned do hereby set their hands this _____ day of _____, 199__.

Norman Mailer

Norris Mailer

40690923

*Stroock & Stroock & Lavan**Seven Hanover Square
New York, New York 10004-9006*212 806 5400
Fax: 212 806 6006
Telex: 177693 STROOCK NYVivienne W. Nearing
212 806 5814

September 21, 1995

VIA: FEDERAL EXPRESSMr. Norman Mailer
142 Columbia Heights
Brooklyn, New York 11201

Dear Norman:

Hans Janitschek just forwarded to me for re-routing to the WGA, Dichand's signed application to that august guild.

He also forwarded to me a copy of the writers' agreement, which he signed and expects you and your wife to sign. I have been advised by Hans Janitschek that you were not willing to meet with Dichand in Vienna until after he signed and submitted his WGA application as well as the writers' agreement. There is a problem in that Dichand signed only one of the multiple copies of that agreement forwarded to him. The only solution for rapid execution of the writers' agreement at this time was for me to send you an additional three unsigned copies along with the original copy signed by Dichand.

Please sign all four copies and have your wife do the same, before a witness, on page 8 where indicated. In Vienna where you both, and Janitschek, should be arriving at the end of next week, Dichand can sign the additional three copies and Janitschek can witness Dichand's signature on all four copies. You could then keep one fully signed copy, Dichand the other, and the last two would go respectively into ICM's and my files.

Washington, D.C. 20036-4652
1150 Seventeenth Street N.W.
202 452 9250Los Angeles, CA 90067-3066
2029 Century Park East
310 558 5800Miami, FL 33131-2385
200 South Biscayne Boulevard
305 358 9900H-1088 Budapest, Hungary
Rákóczi ut 1-3
361 288 9520

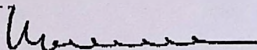
Broock & Broock & Lavan

Mr. Norman Mailer
September 21, 1995
Page 2

It's a serial way of completing the contractual formalities but you would have the assurance that Dichand had signed, although clearly unfamiliar with the U.S. business style. I hope the matter can nevertheless be so concluded.

Thank you for your cooperation.

Sincerely,



Vivienne W. Nearing

VWN:pk
encl.

cc: Mr. Hans Janitschek

Dichand hereby agrees to become a signatory to the Writers Guild of America Inc. Basic Agreement (respectively the "Guild" and the "WGA Agreement") and this agreement shall not be deemed executed until it has been approved by the Guild.

Promptly on completion of their services, the Writers shall sign and deliver to Dichand, together with the manuscript of the Rewrite, a Certificate of Authorship acknowledging the nature of their services as hereinafter in Paragraph 7 set forth which delivery shall be deemed a material consideration for payment to the Writers as hereinafter in Paragraph 3 set forth.

2. Time Requirements. Within nine (9) months after the execution date hereof and their receipt of the compensation set forth in Paragraph 3-a hereof, the Writers shall complete a Rewrite of the Underlying Property and deliver the same to Dichand. No revisions shall be required of the Writers although they may, at their option, make such further revisions as they and Dichand determine are desirable.
3. Compensation. In full compensation for their services hereunder the Writers shall be entitled to receive the following:
 - a. Fixed Compensation. Within one (1) week after delivery of an executed copy of this agreement to Dichand, he shall pay to the Writers, jointly, the sum of One Hundred and Fifty Thousand Dollars (\$150,000). Until they have received the aforesaid sum, the Writers shall have no obligation to render any services hereunder; but should the Writers fail to deliver the Rewrite within nine (9) months after the receipt of said sum, the Writers shall be deemed to have failed in the performance of their obligations hereunder and be required promptly to return such sum to Dichand.
 - b. Contingent Compensation. Provided the Writers timely deliver the Rewrite and provided further that a Picture sufficiently based on their Rewrite to provide sole or shared screenplay credit to them, as set forth in Paragraph 4 hereof, is produced and released by a motion picture production company to which Dichand has assigned or licensed the Underlying Property and the Rewrite, they shall be entitled to an amount equal to fifty percent (50%) of the "net" of any Percentage Compensation (as hereinafter defined) payable to and

actually received by or credited to Dichand (or to any third party at his request) which is derived from exhibition of the Picture (and any ancillary rights relating thereto) throughout the world.

"Net" Percentage Compensation, as used herein, shall consist of all the percentage moneys due and actually paid or credited to Dichand (or to any third party at his request) from the exploitation of the Picture and any ancillary rights pertaining thereto, in consideration for the assignment or license of the Underlying Property and of the Rewrite to be written pursuant hereto (and not any moneys which may possibly be paid to him, pursuant to an arms-length transaction, for such services as he may perform as an investor in, or helping to secure financing for, the Picture) less the following: (i) less any and all actual out-of-pocket expenses incurred by him attributable to securing and realizing the production of the Picture (including without limitation, fees to agents and lawyers, all costs incurred with respect to payments required of Dichand under this and the WGA Agreement, the out-of-pocket cost of faxes, telephones, photocopies, transportation, hotels, etc., etc.) and (ii) less any and all taxes, withholdings and similar imposts levied on and paid by him in connection with his right to such moneys. Such contingent net Percentage Compensation shall be paid-over by Dichand to the Writers in the currency received by him within sixty (60) days from the date Dichand actually receives such sums but, as regards payment in a blocked currency or payments in "credits" other than currency, Dichand may fulfill his obligation hereunder by giving the Writers an assignment of their percentage.

C. Expenses. Should Dichand require the services of the Writers at a location more than fifty (50) miles from the Writers' residence in Massachusetts, Dichand shall reimburse the Writers, within fifteen (15) days of receiving receipts therefor, for their first class round-trip transportation, by air if appropriate, and, while their continued presence is required on location, for their first class room-and-board and for local transportation.

4. Credit. Screenplay credit shall be in accord with the WGA Agreement. However, to the extent permitted by the WGA Agreement, should the Rewrite be used as the screenplay for the Picture, Dichand and the Writers shall have, the following credit, on a separate film frame:

"Screenplay by Norman Mailer and
Norris Mailer based on an original
script by Hans Dichand",

or similar credit as to which the parties agree and the WGA Agreement permits. If other writers are hereafter employed, however, to revise or rewrite the screenplay as actually used for the Picture, and are entitled to credit for participation in writing the screenplay, the actual allocation of credit to the Writers and any later writers shall be in accordance with determination under the WGA Agreement. In either case, however, credit shall be accorded to Dichand for the "original script" preferably in the same frame as the WGA approved credit to the writers of the screenplay that is used unless the WGA determination is that Dichand be afforded film credit on a separate frame.

If the Writers are entitled to screenplay credit, the same credit shall also be given to them in all advertising for the Picture as required by the WGA Agreement.

Dichand shall not be obligated to use the Writers' services or to make any use of the results or proceeds therefrom, in whole or in part, and the Writers shall not be entitled to any damages by reason of such failure of use.

5. Termination. In the event that both of the Writers die or become incapacitated and unable to render services hereunder by reason of physical or mental impairment or by reason of force majeure or if both otherwise default, Dichand shall have the right to terminate this agreement. If Dichand elects not to exercise this right of termination, this agreement shall continue in full force and effect (including, without limitation, Dichand's right and obligation to afford screen credit to both Writers).
6. Use of Underlying Property. The teleplay written by Dichand, which is part of the Underlying Property, is the subject of certain on-going contract negotiations for a television production.

Dichand hereby agrees that any television contract he enters into will provide that any production based on his teleplay or any other part of the Underlying Property will not be telecast earlier than the first occurring of the following two dates: six (6) years after the date of execution of this agreement or five (5) years after the date principal photography of the Picture commences.

To the extent that the aforesaid teleplay or any other part of the Dichand writings constituting the Underlying Property (or any later works based on or derived therefrom, provided such further works do not incorporate any part or parts of the Rewrite) is hereafter exploited by television or by any other medium, none of the receipts derived therefrom, or from any part or parts thereof, shall be included in the computation of the moneys derived by Dichand from the Picture in which the Writers are hereunder entitled, pursuant to Paragraph 3-b hereof, to share as contingent Percentage Compensation.

Should Dichand desire to incorporate any part of the Rewrite in the aforesaid teleplay for a television production, he will discuss the same with the Writers but shall not have a right to so incorporate any part of the Rewrite without Writers prior written consent.

7. Copyright. The Writers acknowledge that all results of their services hereunder will be created by them within the scope of this engagement and as "work-for-hire" specially ordered by and under the authority of Dichand, and shall be derivative of the Underlying Property. Dichand shall be deemed the sole and exclusive "author" and copyright owner of all such "work-for-hire", and he shall be entitled, subject to the terms of this agreement, to exploit all the results and proceeds of every kind and nature therefrom.

The Writers shall execute a Certificate of Authorship (in the form of Exhibit A appended hereto and made a part hereof) acknowledging that their services hereunder and the results thereof, and the copyright, the neighboring rights and droit morale therein, shall be the sole property of Dichand who shall be deemed "author" thereof, and that Dichand shall have full right to secure copyright therein, to register the same in his name, and to license, sell, transfer or assign to others all or any part of the rights therein.

8. Publicity.

- a. Advertising. The Writers hereby grant Dichand the right but not the obligation (except for the credit as hereinabove in Paragraph 4 set forth) to use and display their names and approved likenesses, but only for purposes of advertising, promoting and publicizing the following: the Picture, the products of any of their services rendered pursuant hereto, or any materials or products related to either.

- b. Merchandising. Dichand shall have no right, without the Writers' prior written consent, to use the Writers' names or likenesses in connection with any merchandising or commercial tie-in.
 - c. Premiere. Dichand hereby undertakes to arrange for the Writers to be invited to attend the world celebrity premiere, if any, of the Picture, and for the cost of first-class round-trip air transportation, room and board, and local transportation for attendance at such function to be paid by the production entity.
9. Insurance. Dichand shall arrange for the production entity to which he assigns this agreement or any of his rights hereunder, to cover the Writers as "additional insured" persons under that entity's Errors and Omissions insurance and General Liability insurance covering the Picture.
10. Miscellaneous.
- a. Notices and Payments. All notices, payments and other communications between the parties shall be given to the party addressed by certified mail to the address herein set forth:

Writers: Mr. Norman Mailer
Mrs. Norris Mailer
c/o International Creative Management,
Inc.
8942 Wilshire Boulevard
Beverly Hills, California 90211
Attn: Jeff Berg and Angela Roessel

Dichand: Mr. Hans Dichand
c/o Hans Janitschek
945 Fifth Avenue
New York, New York 10021

or to such other address as to which that party has given the other prior notice hereunder.

- b. Loan and Assignment. The Writers acknowledge that the actual production of the Picture as herein contemplated to be made based on the Rewrite will be by a production entity or third party other than Dichand. Accordingly, the Writers acknowledge and acquiesce to the rendition of their services for the actual production entity, and they agree to the assignment of this agreement, or any of Dichand's rights hereunder, in whole or in part, to such production entity or other third party provided that such production entity is or becomes and remains a signatory to the WGA Agreement and provided further that the assignee or assignees assume all of Dichand's obligations herein (including the payment of the Percentage Compensation); in such case the assignment shall be deemed a novation forever discharging and releasing Dichand from further obligations hereunder to the Writers.

The Writers may not assign any of their obligations hereunder as same are personal to them; they may, however, after all their services hereunder have been completed, and provided a Notice of Irrevocable Assignment has been signed by them and their assignee and delivered to Dichand or his assignee or assignees, assign all of their rights to compensation herein.

- c. Amendments. This agreement may be amended, changed or modified only by written agreement signed by the Writers and Dichand or his subsequent assignee.
- d. Severability. This agreement has been negotiated and shall be deemed to have been written by both parties hereto, and no provision herein shall be resolved against either party as the drafting party.
- e. WGA Agreement. To the extent that this agreement is inconsistent with the minimum terms of the WGA Agreement, this agreement shall be deemed amended but only to the extent necessary to accord with such minimum terms.

AGREEMENT made as of this _____ day of June, 1995 by and between **NORMAN and NORRIS MAILER** c/o International Creative Management, Inc., 8942 Wilshire Boulevard, Beverly Hills, California 90211 (hereinafter, jointly and severally, the "Writers") and **HANS DICHAND** c/o Hans Janitschek, 945 Fifth Avenue, New York, New York 10021 (hereinafter "Dichand").

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WHEREAS, Dichand forwarded the Underlying Property to the Writers with the suggestion that, based thereon, they write a screenplay (the "Rewrite") in such manner as might induce the production of a feature-length first-class theatrical motion picture based thereon (the "Picture"); and

WHEREAS, the Writers are interested in writing the Rewrite,

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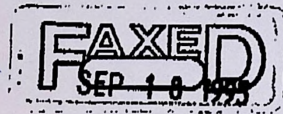
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UNITED NATIONS NATIONS UNIES

POSTAL ADDRESS—ADRESSE POSTALE UNITED NATIONS, N.Y. 10017
CABLE ADDRESS—ADRESSE TELEGRAPHIQUE UNATIONS NEWYORK

REFERENCE:



Mr Norman Mailer
Provincetown
Mass/ Fax: 508 487 2136

SEP 10 1995

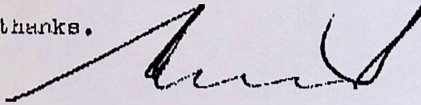
URGENT

Dear Norman,

enclosed please find form regarding food
on the boat. Please fill it in for you both,
if Norman has other preferences do it on
separate forms and sign.

Please return the form (s) to me by Fax:
212 628 9167.

Many thanks.


H. Janitschek

JANITSCHKE ASSOCIATES
345 FIFTH AVE.
NEW YORK, N.Y. 10001

Norman and Norris Mailer
Provincetown, Mass.

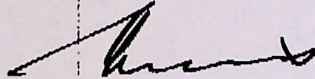
SEP 13 1995

Dear Norman and Norris,

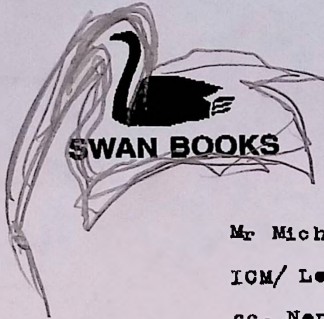
Hannes requests that you kindly indicate your
diet preferences for the boat-trip. I am sending you
a form attached, would you please fill it in and
return it to me (212 628 9167, Fax).

I shall be in touch shortly again regarding the contract.

Kindest regards

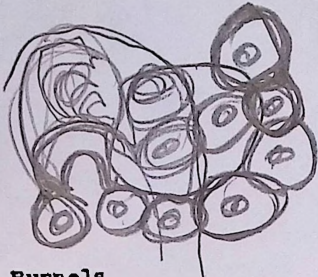


Hans Janitschek



SWAN BOOKS

AUG 24 1985



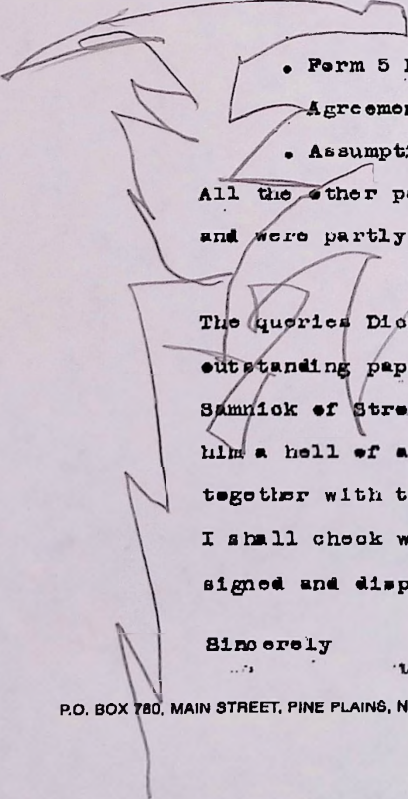
Mr Michael Runnels

ICM/ Los Angeles. Fax: 3105504334

cc. Norman Mailer (Fax: 508 487 2136)

Dear Michael,

in response to your Fax of August 10 I regret
having to tell you that I have still not received the
outstanding papers for Hans Dichand's membership
application with the WGA, such as



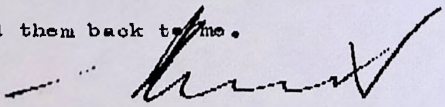
- Form 5 B (Rev 4/10/85) (Theatrical and TV Agreement)

- Assumption of Obligations

All the other papers have been completed and signed
and were partly sent to you, or are still with me.

The queries Dichand had in connection with the two
outstanding papers have been answered by Norman K.
Samnick of Strebeck&Strebeck&Lavan meanwhile, but it took
him a hell of a long time doing so. They should now,
together with the contract, be on Dichand's desk and
I shall check with him tomorrow, whether he has
signed and dispatched them back to me.

Sincerely



H Janitschek

P.O. BOX 780, MAIN STREET, PINE PLAINS, N.Y. 12567 TELEPHONE: 518-398-6167 FAX: 518-398-0012

SENT BY: MEDIAPRINT WIEN..... 11- 8-85 17:38 :
 FOOD REQUIREMENTS AND DIETARY REQUIREMENTS *****

OUR CATERING DIVISION WILL FILL YOUR ORDER AS PER YOUR SPECIFICATIONS. LIST YOUR REQUIREMENTS AS SPECIFIC AS YOU WISH TO BE.

BREAKFAST

For Norman and Odette Mailer

sent

CONTINENTAL STYLE

☐ COFFEE ☐ TEA ☐ BREAD ☐ JAM ☐ FRUIT ☐ JUICES ☐ OTHER

AMERICAN STYLE

☒ COFFEE ☒ TEA ☒ BREAD ☒ JAM ☒ FRUIT ☐ JUICES ☒ EGGS ☐ CEREAL
☐ CHEESE ☒ BACON ☒ SAUSAGE ☐ OTHER

* (Good coffee might be better to be brought with you, if favourite brands requested other than Nescafe instant)

LUNCH

LIGHT LUNCH

☒ SALADS ☒ FRUIT ☒ CHEESES ☒ GOLD CUTS ☒ BREAD ☒ MEZE (GREEK HORS D'OEUVRES)

☐ OTHER

FULL LUNCH

☒ SALADS ☒ MEZE (GREEK HORS D'OEUVRES) ☐ CHEESE ☐ BREAD ☐ RED MEAT
☒ CHICKEN ☒ FISH ☐ PORK ☒ VEAL ☐ LAMB ☒ POTATOES AND RICE ☒ PASTA
☒ GREEK SPECIALITIES ☐ OTHER

INNER

FULL DINNER

☒ SALADS ☒ MEZE (GREEK HORS D'OEUVRES) ☐ CHEESE ☐ BREAD ☒ RED MEAT
☒ CHICKEN ☒ FISH ☒ PORK ☒ VEAL ☐ LAMB ☒ POTATOES AND RICE ☐ PASTA
☒ GREEK SPECIALITIES ☐ OTHER

*** SPECIAL DIETARY REQUIREMENTS

EASE REQUEST SHRIMP, LOBSTER AND CAVIAR BY SPECIAL ORDER ONLY.

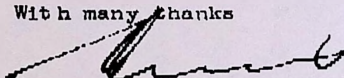
Hans W. Janitschek
848 Fifth Avenue
New York, NY 10021

SEP 3 1995

Dear Norris and Norman,

Hannes Dichand needs your passport numbers
for the boat trip in Greece. Could you, please,
fax them to me?

With many thanks



H Janitschek

These are the travel arrangements:

- 1) Leaving New York with Olympic Airlines, flight
412 on September 29 at 6.30 PM from JFK, arriving
Athens 10.35 AM September 30
- 2) Suite reserved at Hotel Britannia, in the
center of Athens, from September 30- October 2
- 3) Leaving Athens October 10 with Olympic Airlines,
flight 411 at 11.40 AM, arriving JFK at 4 PM.

If you so wish I shall provide for a limousine to
and from JFK, as well as in Athens.

HJ

For Angela Russell

Promptly on completion of their services, the Writers shall sign and deliver to Dichand, together with the manuscript of the Rewrite, a Certificate of Authorship acknowledging the nature of their services as hereinafter in Paragraph 7 set forth which delivery shall be deemed a material consideration for payment to the Writers as hereinafter in Paragraph 3 set forth.

2. Time Requirements. Within six (6) months after the execution date hereof and their receipt of the compensation set forth in Paragraph 3 hereof, the Writers shall complete a Rewrite of the Underlying Property and deliver the same to Dichand. Dichand shall have four (4) weeks to study the Rewrite and discuss the same with the Writers. The Writers shall discuss with Dichand any changes he suggests, endeavor to incorporate in the Rewrite any such changes with which they agree, and deliver the Rewrite as so revised to Dichand within four (4) weeks after the aforesaid discussions. No further revisions shall be required of the Writers although they may, at their option, make such further revisions as they and Dichand determine are desirable.
3. Compensation. The Writers shall be entitled to receive the following compensation for their services in writing the Rewrite, and all sums paid to them hereunder shall be in lieu of and not in addition to any similar sums to which they may be entitled under the Writers Guild of America, Inc. Basic Agreement (the "WGA Agreement").
 - a. Fixed Compensation. Within one (1) week after delivery of an executed copy of this agreement to Dichand, he shall pay to the Writers, jointly, the sum of One Hundred and Fifty Thousand Dollars (\$150,000). Until they have received the aforesaid sum, the Writers shall have no obligation to render any services hereunder; but should the Writers fail to deliver the Rewrite within six (6) months after such receipt, the Writers shall be deemed to have failed in the performance of their obligations hereunder and be required promptly to return such sum to Dichand.
 - b. Contingent Compensation. Provided the Writers timely complete all services of them required in this agreement and provided further that a Picture sufficiently based on their Rewrite to provide the credit to them as set forth in Paragraph 4 hereof is produced and released by a motion picture production company to which Dichand assigns or licenses the Underlying Property and the Rewrite, they shall be entitled to an amount equal to fifty percent (50%) of the "net" of any Percentage Compensation (as

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derivative version of the teleplay, Dichand agrees that he will pay the Writers fifty percent (50%) of the "net" Percentage Compensation payable to and actually received by Dichand derived from exhibition of that television production, such "net" percentage compensation being defined as in Paragraph 3-b set forth except herein applicable to moneys derived from distribution of the television program based on said teleplay and not the Picture based on the Rewrite.

To the extent that the aforesaid teleplay or any other part of the Dichand writings constituting the Underlying Property (or any later works based on or derived therefrom, provided such further works do not incorporate any part or parts of the Rewrite) is hereinafter exploited by television or by any other medium, none of the receipts derived therefrom, or from any part or parts thereof, shall be included in the computation of the moneys derived by Dichand from the Picture or the television program based on the Underlying Property in which the Writers are hereunder entitled pursuant to Paragraph 3-b hereof to share as contingent compensation.

7. Copyright. The Writers acknowledge that all results of their services hereunder will be created by them within the scope of this engagement and as "work-for-hire" specially ordered by and under the authority of Dichand, and shall be derivative of the Underlying Property. Dichand shall be deemed the sole and exclusive "author" and copyright owner of all such "work-for-hire", and he shall be entitled to all the results and proceeds of every kind and nature therefrom.

The Writers shall execute a Certificate of Authorship acknowledging that their services hereunder and the results thereof, and the copyright, the neighboring rights and droit morale therein, shall be the sole property of Dichand who shall be deemed "author" thereof, and that Dichand shall have full right to secure copyright therein, to register the same in his name, and to license, sell, transfer or assign to others all or any part of the rights therein.

8. Publicity. The Writers hereby grant Dichand the right but not the obligation (except for the credit as hereinabove in Paragraph 4 set forth) to use and display their names and likenesses, but only for advertising, promoting and publicizing the Picture, the products of any of their services rendered pursuant hereto, or any materials or products related to either.

screenplay, the actual allocation of credit to the Writers and any later writers shall be in accordance with determination under the WGA Agreement. If the Writers are entitled to sole screenplay credit, credit therefor shall also be given to them in all advertising wherein credit is given to Dichand.

Dichand shall not be obligated to use the Writers' services or to make any use of the results or products thereof, in whole or in part, and the Writers shall not be entitled to any damages by reason of such failure of use. If the Writers are not entitled to share writing credit with Dichand, he shall not be obligated to pay the Writers any contingent compensation as set forth in Paragraph 3-b. The Writers shall, nevertheless, remain entitled to retain their Fixed Compensation as provided in Paragraph 3-a if they timely rendered or were willing and able to render their services pursuant hereto.

5. Termination. In the event either of the Writers dies or both die, or if either becomes or both become incapacitated and unable to render services hereunder by reason of physical or mental impairment or by reason of force majeure or if either otherwise defaults or both otherwise default, Dichand shall have the right, at his election, and on written notice mailed to the Writers at their address hereinafter set forth, to terminate this agreement as to that one of the Writers who so defaults or as to both of them. If Dichand elects not to exercise his right of termination on death, incapacitation or default of only one of the Writers, this agreement shall continue in full force and effect as to both Writers (including, without limitation, Dichand's obligation to afford screen credit to both).

6. Use of Underlying Property. The teleplay written by Dichand, which is part of the Underlying Property, is the subject of certain contracts or on-going contract negotiations for television program purposes.

Dichand hereby agrees that (i) he will take all reasonable steps to amend any prior television contract, and (ii) he will hereinafter contract, to provide that any television production based on his teleplay or any other part of the Underlying Property will not be telecast earlier than four (4) years following the date of execution of this agreement or three (3) years following the date principal photography of the Picture commences.

Should any part of the Rewrite (provided same is not part of the Underlying Property) be incorporated in a television production of the teleplay or a revised or

hereinafter defined) payable to and actually received by Dichand therefor derived from exhibition of the Picture throughout the world. The Percentage Compensation in which the Writers may share shall be only from the Picture based on the Rewrite, and subject to the credit entitlement spelled out in Paragraph 4 and, except as may be mandated by any applicable Separation of Rights provisions in the WGA Agreement, not from any theatrical remake or theatrical sequel thereof, or from the exercise of any subsidiary or ancillary rights in either the Rewrite or the Picture including legitimate stage versions, television movies or television series programs, or books based on or derived from the Rewrite or Picture or recordings or readings based thereon or any other ancillary uses of any nature whatsoever now or hereafter known based on all or any parts of the Picture or the Rewrite.

"Net" Percentage Compensation, as used herein, shall consist of all the percentage moneys due and actually paid to Dichand for the aforesaid assignment or license less the following: (i) less any and all expenses incurred by him attributable to securing and realizing the production of the Picture (including without limitation, fees to agents and lawyers, all costs incurred with respect to payments required of Dichand under the WGA Agreement, the out-of-pocket cost of faxes, telephones, photocopies, transportation, etc., etc.) and (ii) less any and all taxes, withholdings and similar imposts levied on him in connection with his right to such moneys. Such contingent compensation shall be paid-over by Dichand to the Writers in the currency received if received by him in United States dollars and Dichand shall have no obligation other than to give the Writers an assignment of their percentage as regards payment in a foreign currency or blocked currency.

4. Credit. If the Rewrite is used as the sole screenplay for the Picture, Dichand shall have the right to display, and the Writers shall be entitled to have, the following credit, on a separate film frame.

"Screenplay by Norman Mailer and
Norris Mailer based on an original
teleplay by Hans Dichand",

Screenplay

or similar credit as to which the parties agree. If other writers are hereafter employed, however, to revise or rewrite the screenplay as actually used for the Picture, and are entitled to credit for participation in writing the

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Miscellaneous.*Massachusetts?*

- a. Governing Law. This agreement, negotiated and executed in the State of New York, shall be construed in accordance with the laws of that state applicable to agreements to be fully performed therein. Any action or proceeding brought by either party to this agreement against the other shall be instituted and prosecuted solely within that state.

Both parties hereto consent to the jurisdiction of the federal and state courts located in the County, City and State of New York as to any matter arising under this agreement and further agree that service of process by certified mail in any such litigation shall be deemed personal service within the jurisdiction on the addressee or addressees as of the tenth (10th) day after mailing if addressed as hereinafter provided.

- b. Notices and Payments. All notices, payments and other communications between the parties shall be given to the party addressed by certified mail to the address herein set forth:

Writers: Mr. Norman Mailer
Mrs. Norris Mailer
c/o International Creative Management,
Inc.
8942 Wilshire Boulevard
Beverly Hills, California 90211

Dichand: Hans Dichand
c/o Hans Janitschek
945 Fifth Avenue
New York, New York 10021

or to such other address as to which that party has given the other prior notice hereunder.

- c. Loan and Assignment. Writers acknowledge that the actual production of the Picture as herein contemplated to be made based on the Rewrite will be by a producer or third party other than Dichand. Accordingly, the Writers acknowledge and acquiesce to the rendition of their services for the actual production entity and agree to the assignment of this agreement, in whole or in part, to such producer or other third party provided that the subsequent assignee or assignees assume all of Dichand's obligations herein, which assignment shall be deemed a novation forever discharging and releasing Dichand

from further obligations hereunder to the Writers. Dichand agrees that the actual producer of the Picture will be a signatory to the WGA Agreement and that the terms of this agreement will be subject thereto.

The Writers may not assign any of their obligations hereunder as same are personal to them; they may, however, after all their services hereunder have been completed, and provided a Notice of Irrevocable Assignment has been signed by them and their assignee and delivered to Dichand or his subsequent assignee, assign all of their rights herein to compensation.

- d. Amendments. This agreement may be amended, changed or modified only by written agreement signed by the Writers and Dichand or his subsequent assignee.
- e. Severability. This agreement has been negotiated and shall be deemed to have been written by both parties hereto, and no provision herein shall be resolved against either party as the drafting party.
- f. Paragraph Headings. Paragraph headings used herein are for convenience only and, being no part of this agreement, shall not be used to interpret or modify the same.

IN WITNESS WHEREOF, both the parties hereto fix their signatures as of the date first above set forth.

DICHAND:

Hans Dichand
Date: _____

WRITERS:

Norman Mailer
Social Security No. _____
Date: _____

Norris Mailer
Social Security No. _____
Date: _____