

AGREEMENT

This Agreement (the "Agreement") is made this _____ day of _____, 1981, by and between Norman Mailer (the "Subject"), who enters into this Agreement on behalf of, and intending to bind, himself, his heirs, executors and assigns, and Robert F. Lucid (the "Writer").

BACKGROUND

The Subject is an author who has created, and who continues to create, a large number of published and unpublished literary works including, without limitation, novels, plays, screenplays, essays, sketches, articles, letters, notes and work papers. The Writer is a university teacher of literature who has published a number of scholarly books and articles, and who has, for a number of years, acted informally as the custodian, archivist and bibliographer of the Subject's literary and personal papers.

The Subject now wishes to appoint the Writer as the Subject's exclusive biographer, with the rights and duties hereinafter set forth, and the Writer wishes to accept such appointment. In connection with such appointment, the Subject and the Writer mutually desire to facilitate the Writer's ability to research and learn about the Subject's life, experiences and artistic developments. In addition, the Subject desires formally to appoint the Writer as the custodian, archivist and bibliographer of the Subject's existing and as yet unwritten literary and personal papers on the terms hereinafter set forth, and the Writer desires to accept such appointment. Further, the Subject and the Writer mutually desire that the Writer be appointed as the Subject's exclusive agent to negotiate the sale of such existing and as yet unwritten literary and personal papers on the terms and conditions set forth below. Finally, the Subject wishes to authorize the Writer to publish, and the Writer desires to receive the right to publish, the Subject's selected or complete correspondence upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual covenants hereinafter set forth, the Subject and the Writer, each intending to be legally bound hereby, agree as follows:

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

"The Biography" shall mean the critical and historical biography of the Subject upon which the Writer agrees, pursuant to Term and Condition hereof to work.

"The Literary Property" shall mean any combination of the Biography and/or any of the following to the extent they are based upon or arise out of the Biography or the subject matter thereof: novels, journalistic books, magazines or newspaper stories, articles or accounts, screenplays, feature-or other length-historical motion pictures, television movies, televisions or other documentaries, stage or other dramatic productions, and any other form of dramatic, documentary, fictional, literary, cinematographic or theatrical expression now existing or hereafter developed, together with any remakes, sequels, spin-offs, take-offs, or derivatives thereof.

"The Subject's Papers" shall mean all literary or personal papers heretofore or hereafter created by the Subject other than actual issues or editions of published literary works.

"The Mailer Files" shall mean such portion of the Subject's Papers as is in the process of being, or

has been, catalogued or organized by Writer either pursuant to this Agreement or pursuant to the Writer's previous activities as the informal custodian, archivist and bibliographer of the Subject's literary and personal papers, and shall include, without limitation, that portion of the Subject's papers described in Exhibit "A" hereto.

TERMS AND CONDITIONS

1. The Subject hereby grants the Writer the following worldwide exclusive rights:

(a) the right to research, learn about, explore and document the Subject's life, experiences and artistic development;

(b) the right to use in the production of the Literary Property or any portion thereof all information derived from the process of researching, learning about, exploring and documenting the Subject's life, experiences and artistic development;

(c) the right to have access to, to use, inspect and process for the purpose of producing the Literary Property or any portion thereof the Subject's Papers as defined above;

(d) the right to create the Biography and other Literary Property;

(e) the right to portray any events in the Subject's life, the Subject's experiences, and the Subject's artistic developments; ,

(f) the right to publish, produce, broadcast, exhibit or otherwise use the Literary Property or any portion thereof, or to authorize any of the foregoing uses to such Property by others;

(g) the right to authorize other persons to perform, on the Writer's behalf, and to facilitate the Writer's creating of the Biography or the other Literary Property, research into the Subject's life, experiences and artistic development.

2. The Subject further grants the Writer the following worldwide rights and agrees that the Subject will perform the following duties in connection therewith:

(a) the Writer shall have the right to meet with, interview and consult with the Subject at reasonable notice concerning the Biography or other Literary Property or the Subject's Papers or the Mailer Files, and will have the right to record or transcribe the Subject's statements made during such meetings, interviews or consultations;

(b) the Writer shall have the right, subject to the Agreement of the Subject's family, at reasonable times and on reasonable notice to meet with, interview

and consult the Subject's family members concerning the Biography or the other Literary Property or the Subject's Papers or the Mailer Files, and shall have the right, subject to such persons' agreement, to record or transcribe such persons' statements made during such meetings, interviews or consultations;

(c) the Writer shall have the right, subject to the Agreement of the Subject's friends and acquaintances to meet with, interview and consult the friends and acquaintances of Subject concerning the Biography or the other Literary Property or the Subject's Papers or the Mailer Files, and shall have the right, subject to such persons' agreement, to record or transcribe such persons' statements made during such meetings, interviews or consultations;

(d) the Subject agrees that he will cooperate with the Writer and will, to a reasonable degree, assist the Writer in obtaining meetings, interviews and consultations with the persons described in subparagraph 2(a) through (c) above;

(e) the Writer shall have the right to use the name and likeness of the Subject in connection with the promotion, advertisement or publication of the Biography or other Literary Property, but the Writer shall not have the right to use the Subject's name or likeness in connection with the promotion, advertisement or publicity

of any other commercial product without the Subject's express prior written consent.

3. It is understood and agreed that the Writer shall have sole discretion over the content of the Biography or other Literary Property, over the question of when or whether the Biography or other Literary Property shall be submitted for publication, and over the manner or form that the Biography or other Literary Property shall take, and shall, generally, have sole discretion over the ideas and opinions about the Subject that are expressed therein; provided, however, that the Subject shall have the right to exclude from publication in the Biography or other Literary Property any portion of the Subject's writings that the Subject reasonably believes might render the Subject liable in damages to any third party.

4. the Subject agrees that he shall assert no claim against the Writer, his representatives, licensees, heirs, executors or assigns based upon any claim or allegation that any fact or opinion contained in the Biography or other Literary Property, or any use of the Biography or other Literary Property, violates or invades the Subject's rights of privacy or other civil rights, defames, libels or otherwise damages the Subject's reputation, or otherwise causes the Subject any form of injury including, but not limited to, mental, physical or financial injury.

5. With respect to all elements of the Biography or other Literary Property that are protectable by the copyright or trademark laws of the United States of any other country in the world, the Subject agrees to cooperate with the Writer in obtaining for, and preserving to, the Writer all such copyright and trademark protection as is available. All such copyrights and trademarks, and other rights with respect thereto, shall be in the name of the Writer, unless the Writer chooses to license or assign such rights to third parties.

6. The Writer agrees to use his best efforts to create the Biography, and to research and learn about the Subject's life, experiences and artistic developments; provided, however, that no time limitation is placed upon the Writer's creation of the Biography, and that no liability shall be attached to the Writer in the event that he demands that he does not wish, or is unable, to complete the Biography.

7. The Subject shall be entitled to receive ten percent (10%) of the net profits that the Writer derives from the sale, publication or other use of the Biography or other Literary Property.

8. The Writer's net profits for purposes of this Agreement shall be calculated on a calendar year basis, and the term "net profits" shall mean, for purposes of this Agreement, the gross revenues actually received by

the Writer from the publication, production, sale, broadcast, lease, license, exhibition or other commercial use of the Biography or other Literary Property, less all expenses actually incurred by the Writer in researching, creating, publishing, producing, selling, broadcasting, leasing, licensing, exhibiting, or otherwise commercial using the Biography or other Literary Property. Such expenses shall include but shall not be limited to the Writer's actual expenses of advertisement, materials, travel, promotion, legal, research or secretarial assistance, and the services of agents, producers, managers, accountants, editors, producers or other assistants.

9. The Writer shall pay the Subject the amount to which the Subject is entitled under paragraph 8 hereof on the following terms and in the following manner. The Writer shall pay the Subject the share of Writer's net profits to which the Subject is entitled on the March 1 immediately following the end of the calendar year in which the Writer realized such profits. If the calculation of the Writer's net profits for any year shall result in a negative number (a "Loss"), the Loss shall be carried forward to the next succeeding year and shall be applied to reduce the Writer's net profits in such year. Losses shall be cumulative and, to the extent not eliminated by subsequent net profits, shall be carried forward from year to year throughout the term of this Agreement.

10. The Subject herein appoints the Writer as the exclusive custodian, archivist and bibliographer of the Subject's Papers, and the Writer accepts such appointment, and, in connection with such appointment the parties agree as follows:

(a) the Subject shall from time to time deliver newly created portions of the Subject's Papers to the Writer for incorporation into the Mailer Files; provided, however, that the Subject shall be free, at any time prior to a sale of the Subject's Papers pursuant to Term and Condition hereof to retain or take back from the Writer's custody any of the Subject's Papers for the Subject's own use, whether or not such papers have been incorporated in the Mailer Files;

(b) the Subject shall take all reasonable steps to assist the Writer in locating and identifying the Subject's Papers and in incorporating each papers into the Mailer Files; and

(c) the Writer shall have the right to organize the Mailer Files, and to incorporate the Subject's Papers into such Files in such manner as the Writer in his sole discretion shall decide.

11. The Subject hereby appoints the Writer as his exclusive agent to negotiate the sale and transfer of all rights in the Subject's Papers, or Mailer Files, other

than copyright, trademark or publication rights, and the Writer hereby accepts such appointment, subject to the following conditions:

(a) Any purchase of the Subject's Papers, the Mailer Files or any portion thereof, negotiated thereof shall be subject to final approval by the Subject;

(b) Upon the consummation of a sale of the Subject's Papers or the Mailer Files, or any portion thereof, the Subject shall receive ninety percent (90%) and the Writer for his services shall receive ten percent (10%) of the gross sales price;

(c) It is understood that the Subject's desire is to sell the Subject's Papers or the Mailer Files on terms that will assure their continuing availability to students, researchers and scholars, and the Writer agrees that he shall use his best efforts to negotiate a sale of all of the Subject's Papers to a single university, library or other institution of higher learning, and that he will otherwise use his best efforts to negotiate a sale on such terms as will assure the continuing availability of the Subject's Papers or the Mailer Files, on terms acceptable to the Subject to students, researchers and scholars.

12. The Subject hereby authorizes the Writer to publish, from among the Subject's Papers, either selected or complete correspondence of the Subject as reflected in

such Papers; provided, however, that the Subject shall have the right to exclude from publication hereto any portions of the Subject's correspondence that the Subject reasonably believes may render the Subject liable in damages to any third party.

13. The Subject shall be entitled to receive, in the manner, at the time, and on the terms set forth in paragraph 9 hereof ten percent (10%) of the Writer's net profits obtained from the publication of the Subject's selected or complete correspondence in accordance with the definition of "net profit" set forth in paragraph 8 hereof.

14. The Subject represents that he has not granted, assigned or in any way encumbered and that he will grant, assign or in any way encumber during the term of this Agreement, any of the rights granted hereunder to Writer to any other person.

15. The Subject grants the Writer the free and unrestricted right to institute and prosecute in the Subject's name, or on the Subject's behalf, but at the Writer's own cost and expense, any and all suits or proceedings in law or equity to enjoin or restrain infringements of the rights herein granted, and hereby assigns to Writer any and all causes of action arising or resulting by reason of any such infringement, and hereby assigns further to Writer

any recovery based thereon. The Subject hereby appoints the Writer irrevocably as his attorney-in-fact to establish and protect the rights granted hereunder.

16. This Agreement and the grant of rights hereto shall be for the term of

17. This Agreement is the entire understanding and agreement of the parties, and cannot be modified, amended or supplemented except by a written instrument executed by both of the parties.

18. To the extent any of the provisions of this Agreement are void or voidable because of any provision of law or public policy, the invalidity of any such provision shall have no effect upon the other provisions of this Agreement not so affected, and shall continue in full force and effect.

19. This Agreement shall be covered by, and interpreted and constructed in accordance with, the substantive law of the Commonwealth of Pennsylvania without respect to its law relating to conflict or choice of laws.

IN WITNESS WHEREOF, the undersigned have signed this Agreement on the date and year first above written.

Witness

Norman Mailer

Witness

Robert F. Lucid