

As of 4th April, 1972

Mr. Joseph Skaggs
R.D. 2
Box 33
McDonough
New York 13801

re: "COUP DE VILLE"

Dear Mr. Skaggs:

The following, when signed by you after the words "AGREED TO AND ACCEPTED" shall constitute a binding agreement between us:

You represent and warrant that you have written treatments for stage and motion picture productions of a property presently entitled "COUP DE VILLE" (hereinafter referred to as "the Property"). You hereby grant to us the sole and exclusive option, exercisable by us at any time until the expiration of four months from the date hereof, to enter into an agreement to produce such property, either as a stage production and/or a motion picture, upon terms and conditions which shall be negotiated in good faith between us.

During the option period hereinabove set forth, you and we shall work together to develop the property along such lines as you and we shall mutually agree upon. Without in any way limiting the generality of the foregoing, you agree to consult with us and such other persons as we may suggest with a view towards properly developing the property.

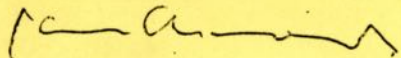
In consideration of the option herein granted by you to us, and of your agreement to render the services hereinbefore set forth, we agree to pay to you upon the execution of this instrument, the sum of Seven Hundred Fifty (\$750.00) Dollars, which shall be deemed a non-returnable advance against the payments which may hereinafter be due from us to you in accordance with the terms and conditions upon which you and we shall mutually agree. In this connection, it is hereby agreed that in the event you and we are unable to agree upon

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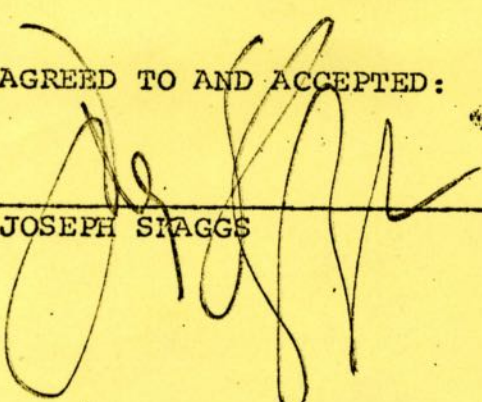
the terms and conditions upon which we may produce the property, then you and we shall submit for arbitration the issue of such terms and conditions as follows: you and we shall each select an arbitrator, and the arbitrators selected by each of us shall themselves select a third arbitrator to hear any disputes; it being understood that the decision reached by a majority of such arbitrators shall be binding upon you and us.

You and we shall enter into such more formal agreements as we may deem necessary to more fully effectuate the purposes and intents of this agreement. Until the execution of such more formal agreements, however, this instrument shall be deemed a binding agreement between us.

Yours truly,
NATOMA PRODUCTIONS, INC.

by: 

AGREED TO AND ACCEPTED:



JOSEPH STAGGS

SUMMARY PRODUCTION COSTS

PRODUCTION NUMBER
 TITLE *Coup De Ville*
 PRODUCER
 ASSOCIATE PRODUCER
 DATE
 DIRECTOR
 CAST
 DATE STARTED
 WRITER
 SCHEDULED FINISH DATE
 CAMERAMAN
 FINISH DATE

ACCT. No.	CLASSIFICATION	BUDGET	COST TO DATE	ESTIMATED COST TO COMPLETE	ESTIMATED TOTAL COST	OVER OR (UNDER) BUDGET
01	Story	—				
02	Supervisors	10,000				
03	Cast	10,000				
04	Direction	6,000				
Total Above the Line Costs		26,000				
05	Director's Staff	8,000				
06	Camera	3,500				
07	Set Operations	4,000				
08	Set Construction Cost					
09	Set Design					
10	Set Dressings					
11	Special Effects	500				
12	Process					
13	Miniature					
14	Draperies					
15	Props	5,500				
16	Live Stock — Handlers and Eqpt.					
17	Locations					
18	Transportation	4,000				
19	Lighting	2,000				
20	Wardrobe	1,000				
21	Make-up and Hairdressing	1,000				
22	Film and Laboratory	35,000				
23	Sound Recording	3,000				
24	Sound Royalties					
25	Sound Dubbing and Scoring					
26	Film Editing	7,000				
27	Titles and Inserts	—				
28	Music					
29	Studio Rentals	4,500				
30	Tests and Pre-production					
31	Studio General	10,000				
Total Below the Line Costs		90,000				
Total Direct Cost		116,000				
40 - 000 Contingency		10,000				
50 General Studio Overhead		10,000				
TOTAL COST		136,000				

20 days 800 ft. 2000 ft. Sag Ratio . 35 ft/m 2 CAMERAS

Remarks:

Film Budgeted

Feet Film Shot

Feet

Signed

Signed