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HEADS OF AGREEMENT

between

UNION ARTISTS TRUST FUND

835-7261

and

ALAN PATON and KRISHNA SHAH.

Robert Loder  
Anglo-Amer  
444 Maria St.

Webber, Wentzel, Hofmeyr, Turnbull & Co.  
Johannesburg.

JF.



HEADS OF AGREEMENT

Between

UNION ARTISTS TRUST FUND

of the one part, and

ALAN PATON and KRISHNA SHAH

of the other part.

CONSIDERING that Paton and Shah intend to write a play, the copyright in which they will own in agreed proportions;

AND that Union Artists is willing to produce and promote the play in Southern Africa and elsewhere in the world -

THE PARTIES AGREE:

1. Paton and Shah grant to Union Artists the sole right and option to produce and present the play in Southern Africa. If Union Artists does not do so within a period of eighteen calendar months, <sup>from the date on which the script is handed over to the Union Artists</sup> this sole right and option shall <sup>lapse</sup> lapse unless the period is extended by agreement <sup>in a written form,</sup> between the parties.
2. Paton and Shah furthermore grant to Union Artists the sole right and option to produce and present or licence the production and presentation of the play anywhere in the world (outside Southern Africa), and this right shall

last /

last for a period of four years from the date of the first presentation of the play in Southern Africa. If Union Artists does not present or secure the presentation of the play in Britain or America within one year of its first presentation in Southern Africa or within such extended period as the parties may agree, this sole right and option shall lapse.

3. Paton and Shah shall jointly receive 7% (seven per centum) of the gross box office receipts which accrue from the production of the play <sup>in Africa</sup> until such time as Union Artists has recovered the capital expended by it in producing or securing the production of the play; thereafter Paton and Shah shall jointly receive 9% (nine per centum) of such gross box office receipts. *Royalty arrangements for the production of the play elsewhere in the world outside southern Africa will be agreed as a separate matter.*
4. Union Artists shall receive 20% (twenty per centum) of all moneys which may accrue to Paton and Shah (whether jointly or jointly and severally) from the exploitation of the play by live performance (excluding however Union Artists own production) by film or television or radio or recorded performance or adaptation of the play anywhere in the world, or from the publication of the play or of any book or ~~novel~~ written about or on the theme of the play.
5. Union Artists will at its own cost present the play to the satisfaction of the authors, and

it undertakes to offer to appoint Shah as the director of the play in respect of its production both in Southern Africa and elsewhere in the world. If, however, Shah declines or is unable to accept such appointment, Union Artists may appoint a local or other director for the play.

6. For his services as a director of the play Union Artists shall be responsible for the payment to Shah of the following amounts:-
  - (a) For the production of the play in Southern Africa the sum of R  
plus the price of a return air fare from Bombay to Johannesburg.
  - (b) For the production of the play elsewhere in the world, ~~at~~ ~~the~~ per centum) of the weekly gross box office takings.
7. In addition Union Artists undertake to lend Shah, free of interest, such reasonable expenses as he may incur in writing the play including his reasonable living expenses while collaborating with Paton in South Africa in writing the play. Shah may discharge this loan by rendering artistic services to or on behalf of Union Artists of such nature as may be agreed upon between them.
8. If desired by the parties these Heads of Agreement (with or without modification) may

be /



be expanded into a formal agreement, which shall contain such provisions as are customary for an agreement of this nature.

9. In the event of a dispute between the parties arising from the provisions or the interpretation of this agreement, the matter in dispute shall be referred to an arbitrator appointed by the parties, whose decision shall be final and binding upon them. Should the parties disagree on the appointment of an arbitrator then the senior partner for the time being of Webber, Wentzel, Hofmeyr, Turnbull & Company shall be the arbitrator.

THUS DONE AND SIGNED by Union Artists at  
Johannesburg on the \_\_\_\_\_ day of \_\_\_\_\_

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

THUS DONE AND SIGNED by Paton and Shah at  
\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_