

February 2, 1975

Mr. Paul Leduc
Calvario 4 Bis
Tlalpan
Mexico 22 D.F.

Dear Paul,

This letter is to confirm our various conversations and the final agreement we reached for writing a screenplay based on Malcolm Lowry's novel "Under the Volcano".

You, in conjunction with Mr. Gabriel Garcia Marquez will write the screenplay, assisted by Mr. Jose Agustin. Mrs. Bertha S. Navarro, who has already been helping you, will continue to work as your secretary. I will pay Mr. Agustin's and Mrs. Navarro's fees directly to them, as well as any expenses, previously approved by me, that may be incurred in this work.

You will deliver the screenplay to me, no later than eight months from the date of this letter. It will contain all the customary elements demanded by any film production, i.e., dialogs, continuity, etc., as well as what is commonly known as the "shooting script".

You have agreed, if I deem it necessary, to have an english speaking scriptwriter go over the screenplay, and you and I will agree on which of his suggestions will be included in the screenplay.


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In order to comply with clause 10.2 of the May 31, 1974 novel rights purchase agreement, you will give due consideration to Mrs. Lowry's comments and suggestions on the screenplay.

You and your collaborators agree to assign to me, from this date, the property and copyrights to the screenplay, in order that I may show it to any prospective producer and transfer this property and copyrights to the final producer who will make the film.

In full consideration of the above assignment I will pay you the sum of 25,000Dls.. With respect to Mr. Garcia Marquez, as per your agreement with him, his assignment will be established and paid only if I transfer the screenplay property to the final producer of the film.

You will receive 50 per cent on the above amount during the eight month period of your work. The remaining 50 per cent will be paid to you upon delivery of the final screenplay.



If the sale price of the final screenplay, less the possible english speaking scriptwriter's fee, exceeds the final assignment fee, 50 per cent of this excess will be paid to you and your collaborators, to be distributed in the same proportion as the final assignment fee distribution.

If by any circumstances I do not transfer the property of the screenplay to the final producer of the film, you and your collaborators will remain owners of the copyrights of this screenplay, and you will be entitled to any rights derived from the copyrights.

I agree and oblige to give proper film credit to the writers of the screenplay in a separate film title

in which your names will appear in the order you have indicated to me; G.G. Marquez, J. Agustin, P. Leduc, and eventually the english speaking scriptwriter.

This agreement is made and entered into in the city of New York, and shall in all respects be governed by and construed in accordance with the laws of the state of New York.

I would appreciate your signing the attached copy of this letter, to be returned to me as your full agreement with the terms and conditions herein included.

Sincerely yours,

Jorge Peña

*ORIGINAL
RECEIVED*

Jorge Peña