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FICTION LITERARY AGREEMENT (BPI)

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FICTION LITERARY AGREEMENT (BPI)

THIS FICTION LITERARY AGREEMENT (BPI) ("Agreement"), is made as of the 1st day of October, 1991, by and between NORMAN F. STARKEY, Trustee of Author's Family Trust-B, doing business as "L. Ron Hubbard Library", whose address is 6515 Sunset Boulevard, Suite 202, Hollywood, California 90028 ("Trustee"), and BRIDGE PUBLICATIONS, INC., whose address is 4751 Fountain Avenue, Los Angeles, California 90029 ("Publisher"), with reference to the following:

A. L. Ron Hubbard is the author of certain fiction literary works, the titles of which are listed on Schedule 1 attached hereto ("Works").

B. L. Ron Hubbard died on January 24, 1986, and an executor of his Will was appointed by the San Luis Obispo County Superior Court on February 18, 1986. On January 3, 1989, the Superior court ordered distribution of the estate of L. Ron Hubbard, including ownership of the Works, to the Trustee.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Grant of Publication Rights. Trustee hereby grants Publisher, for the term of this Agreement, except as otherwise provided, the exclusive right to print, publish and sell

("Publish") the Works in hardbound and paperback form, in standard print (i.e., fourteen (14) point type or smaller), in the English language in the United States and Canada ("Territory"), together with the right to sublicense the rights described in Paragraph 12.

2. Term. The term of this Agreement shall commence as of the date hereof and shall continue until the 1st day of January, 1995. Thereafter, this Agreement shall be renewed automatically and indefinitely for additional and successive one (1)-year terms; provided that after the 1st day of January, 1992, this Agreement may be terminated at any time by either party upon two (2) months' written notice.

3. Changes, Advertising. No one, except with Trustee's prior written approval, may make changes in any of the Works, including but not limited to the insertion of advertising or material by others. The titles may not be changed without the consent of Trustee. Advertising, or material written or prepared by others, may not be inserted or printed in any edition of the Works, including without limitation the dust jacket, without the express written consent of the Trustee, which consent may be withheld in Trustee's sole discretion, or may be granted by Trustee in return for a share of advertising proceeds. Further, upon request of Trustee, all advertising by the Publisher which promotes the sale by Publisher of any of the Works shall be submitted in advance to Trustee, or his designated representative, for approval.

4. Warranties and Indemnification.

(a) Trustee represents and warrants that:

(i) All rights granted hereunder are free of liens or encumbrances; and Trustee has full power to execute this Agreement;

(ii) L. Ron Hubbard is the sole author of the Works and they are original with him;

(iii) The Works do not, to the best of Trustee's knowledge, infringe statutory copyrights or common law literary rights of others, and, to the best of Trustee's knowledge, do not violate the rights of privacy of, or libel, other persons.

(b) (i) Trustee agrees to indemnify and hold harmless the Publisher against any final judgment for damages (after all appeals have been taken) against it in any action arising out of facts which constitute a breach of the foregoing warranties and against reasonable costs and attorneys' fees incurred by it in defending an action in which such judgment is recovered.

(ii) The aforesaid indemnity shall not apply to any material which Publisher could have determined, from a reading of the Works, violated any rights specified in subparagraph (a)(iii) above.

(c) (i) Publisher shall give Trustee prompt notice of any suit brought against Publisher alleging facts which, if proven, would constitute a breach of the warranties in subparagraph (a). Trustee may, if Trustee chooses, defend such suit with counsel of his own choosing, at his own

expense, provided that if he does, Publisher may nonetheless participate in the defense with counsel of its choosing and at its own expense. Publisher shall not settle any claim, demand, action or proceeding without Trustee's consent.

(ii) If Trustee shall defend such suit, Trustee shall not be responsible for Publisher's attorneys' fees or costs, subparagraph (b) notwithstanding.

5. Galley and Page Proofs. Upon Trustee's request, Publisher shall furnish Trustee, or his designated representative, before printing with galley and page proofs of each of the Works (or retyped manuscript where composition is done by computer or similar means), together with all artwork and photographs and captions therefor, if any, and Trustee will read, revise (if necessary) and return said proofs promptly. The format, style of composition, layout, design, paper, dust jacket and price of the Works shall be determined by Publisher, subject to the written approval of Trustee.

6. Publisher's Responsibilities.

(a) Publisher acknowledges and agrees that, in accepting the grant made by this Agreement to Publish the Works, it is undertaking an important responsibility in executing the terms of this Agreement and that it is of the essence of this Agreement that the Publisher shall use its best efforts, due diligence, and the highest quality of business practices in fulfilling this responsibility, including the active and effective advertising and promotion of the sale of copies of the Works, vigorous exploitation

of the market for such copies, and prompt and careful satisfaction of the demand for such copies, all in accordance with the highest standards of prevailing business practices.

Without limiting the generality of the foregoing, it is expressly agreed that:

(i) Publisher shall actively promote and market the Works. In this regard, Publisher shall periodically submit to the Trustee, upon his request, detailed plans for promoting and marketing the Works. Included in such plans shall be provisions for pre-release and post release promotion (e.g., copies to reviewers and opinion leaders and in store advertising campaigns). Moreover, Publisher shall solicit all channels for sale of the Works, including without limitation, book distributors, bookstore chains, book clubs and libraries.

(ii) Publisher shall promptly deliver all orders for the Works and shall diligently pursue collection of all accounts receivable generated by sales of the Works.

(iii) Trustee or his designated representative shall have the right, upon ten (10) days' written notice, to terminate the right of Publisher to Publish any Work that is not being actively promoted and marketed or timely delivered, unless during such ten (10)-day period the Work is actively promoted and marketed, or timely delivered, or an acceptable plan for such promotion and marketing or delivery is initiated.

(iv) Publisher shall maintain an adequate sales force in the United States and Canada.

(v) Publisher shall not employ any persons hostile to L. Ron Hubbard, Trustee, the Works or the religion of Scientology.

(b) Publisher shall not Publish literary works by other authors that are similar to or competitive with any of the Works without the prior written consent of Trustee.

(c) Publisher shall not sell galleys of the Works. Galleys shall only be used for purposes of quality control or promotion.

7. Copyright Notice. Publisher shall print in every copy of the Work a proper United States copyright notice, satisfactory to Trustee, sufficient to secure and protect United States copyright and Universal Copyright Convention rights in the Works for Trustee and sufficient to obtain and protect copyright rights in all jurisdictions in which the works, or any of them, are published and/or sold by Publisher.

8. Copyright Administration. Publisher shall, within three (3) months of first publication, cause to be duly registered a claim in the United States Copyright Office for United States Copyright in the Works in the name of "L. Ron Hubbard Library", and, if appropriate, shall cause to be filed in a timely fashion an application for renewal thereof. Currently, Publisher provides services to others in connection with the registration of the copyrights. Such services include, without limitation, provision

of attorneys, and other experts necessary to register Trustee's rights in the copyrights. Should the provision of the aforementioned services be transferred to another entity, Publisher shall contract with such entity for the provision of the copyright services and shall pay its share of expenses arising out of the registration process.

9. Royalties - Hardbound Edition. Publisher shall pay Trustee fifteen percent (15%) of Publisher's suggested retail price on each copy of the hardbound edition sold by Publisher, less returns. For purposes of this Agreement, "Publisher's suggested retail price" shall be deemed to be without discount of any kind.

10. Royalties - Trade Paperbound. Publisher shall pay Trustee thirteen percent (13%) of Publisher's suggested retail price on each copy of the trade paperbound edition sold by Publisher, less returns. Trade paperbound is defined as a quality-bound and printed soft cover book, similar in size to a hardbound book.

11. Royalties - Mass Market Paperbound. Publisher shall pay Trustee ten percent (10%) of the Publisher's suggested retail price on each copy of a paperbound edition sold by Publisher, less returns. Paperbound is defined as a mass-marketed soft cover book.

12. Royalties - Book Clubs. Publisher shall pay Trustee sixty percent (60%) of the fees received by Publisher for sales by book clubs, which print their own editions, and the balance of forty percent (40%) shall be retained by the Publisher. Such fees shall be paid to Trustee upon receipt by Publisher.

13. Royalties in General; Payment.

(a) The Trustee's prior approval is required for sales of copies of hardbound editions, trade paperbound editions, and mass market paperbound editions at a discount in excess of sixty percent (60%) of the Publisher's suggested retail price. If the Trustee approves such sales, Trustee shall receive ten percent (10%) of the gross received by Publisher.

(b) No reduction in royalties shall be allowed for bad debts or for discounts allowed for payment by Publisher's customers within a specified time limit. For purposes of this Agreement, a "bad debt" is defined as a debt outstanding for more than one hundred fifty (150) days from the date of shipment.

(c) No royalties shall be paid on copies furnished without charge and not for resale:

(i) To Trustee;

(ii) For purposes of copyright registration;

and

(iii) For review, advertising, public relations or other promotional actions; provided the number of copies furnished for such purposes shall not exceed five hundred (500) per edition, provided, however, that a full royalty shall be paid on each copy of the Works given without charge for resale (for advertising or promotional allowances or other purposes) in connection with the sale of other copies of the Works or the sales of other works.

(d) No royalties shall be paid on the sale of book blocks (i.e., unbound format) used in the manufacture of Special Properties, as hereinafter defined, or on sales of the Works between Publisher and New Era Publications International ApS.

(e) All payments under this Agreement shall be payable in U.S. currency. Publisher shall be responsible for handling all currency and exchange controls. No reduction in royalties shall be allowed on account of such controls.

14. First Serial Rights.

(a) Trustee reserves and may license First Serial rights in the Works and all proceeds from each such license shall belong to Trustee. "First Serial" right means the right to publish all or part of the Works in a periodical, serially or in one issue, prior to its publication in book form.

(b) If Trustee notifies Publisher not less than sixty (60) days before the scheduled publication date of any of the Works that First Serial rights have been licensed with respect to that Work, Publisher agrees to postpone or cause to be postponed publication until completion of the serial publication.

15. Reservation of Rights.

(a) All rights in the Works not specifically granted herein to Publisher are reserved to Trustee and may be exercised or disposed of by Trustee at any time during the term of this Agreement.

(b) Without limiting the generality of the foregoing, the Trustee reserves the right to license or dispose of,

at any time, the rights to make any and all uses of the Works and dramatizations and adaptations thereof, in the media described in subparagraphs (i) through (v); and to sell, lease, distribute, exhibit, perform, disseminate and broadcast records, films, television recordings and other recordings, by methods now or hereafter known, or readings, performances and other presentations of the Works and adaptations and dramatizations thereof:

(i) Records, tapes, compact discs or other methods of audio reproduction;

(ii) Live theatre, motion pictures, free, cable and pay television and radio and other means of disseminating or distributing performances;

(iii) Audio/video recordings of any dramatic, motion picture or television version of the Works by any device or system now or hereafter known;

(iv) Commercial and/or merchandising and lyric rights;

(v) Public readings.

(c) Proceeds of any licenses granted pursuant to this Paragraph 15 shall be the sole property of the Trustee.

(d) Where performance rights are licensed or disposed of pursuant to this Paragraph 15, Trustee may grant licensee or purchaser the right to publish excerpts or summaries of the Works not to exceed seven thousand five hundred (7,500) words for purposes of advertising and promotion of the derivative work produced pursuant to the license, provided such permission requires

the licensee to take all necessary action to protect the copyright in the Work.

(e) Trustee reserves the right to "publish" (i.e., print, publish and sell) the Works as Special Properties. A Special Property is defined as an edition of the Works which:

(i) Has a unique design substantially different from designs utilized by Publisher;

(ii) Is bound in a high quality material such as leather; and

(iii) Is sold at a suggested retail price substantially higher than that of Publisher's corresponding edition and hence not competitive therewith.

Publisher agrees to sell to Trustee at its cost (which includes overhead, but excludes profit) copies of the Works in unbound format for conversion to Special Properties.

16. Calculation and Weekly Payments of Royalties.

Royalties due the Trustee hereunder shall be (a) paid weekly, and (b) calculated on Publisher's suggested retail prices (excluding customs, shipping charged directly to customer as a separate item, sales taxes and value added taxes) and on net sales (i.e., gross sales less returns). If Publisher is required by local law to publish an aggregate price which includes the suggested retail price plus one or more of the items excluded in the previous sentence, then royalties will be calculated only on the suggested retail price. Royalties shall be due to the Trustee when monies from sales are received or become bad debts as defined herein;

provided shipment of the Works has occurred. For purposes of currency exchange, Publisher shall use the rate on the day monies from sales are received or become bad debts. In the event monies are received prior to shipment, royalties shall not be due until shipment. Weekly payments shall be accompanied by an informal statement indicating the basis for the payment.

17. Accounting and Quarterly Payments.

(a) Publisher shall maintain accurate books and records pertaining to the sale of each of the Works, in sufficient detail to permit calculation and verification of royalties payable hereunder. Publisher shall prepare statements, in a form acceptable to Trustee, accounting for all royalties payable Trustee under this Agreement during each of the following periods in every year:

From January 1 to March 31;

From April 1 to June 30;

From July 1 to September 30;

From October 1 to December 31.

Publisher shall mail the statement to Trustee within thirty (30) days after the close of each period. Each quarterly statement shall report, for each Work, among other things, the number of copies sold to date (and total sales for the subject period), the Publisher's suggested retail price, the royalty rate, amount of royalties paid to the Trustee during the quarter, the amount of royalties due to the Trustee, but unpaid, the gross amount received pursuant to each book club sale, the number of

copies of each Work printed, bound and given away in the period, the number of saleable copies on hand at the end of the period, the number of damaged copies destroyed (with independent evidence of such number) and such other information as the Trustee may, from time to time, request. Each statement shall be certified as true and correct by an officer of Publisher. Any amounts shown to be due on the statement shall be paid with the statement. Should such payment not be made within thirty (30) days following the close of the quarter, the amount due shall bear interest from the first day of the month following the end of the quarter for which it is due until paid at the higher of (1) ten percent (10%), or (2) five percent (5%) plus the Federal Reserve Bank of San Francisco's discount rate on the twenty-fifth (25th) day of the last month of the quarter for which payment is due. Should the quarterly statement show an overpayment to Trustee, such overpayment shall be deducted proportionately from the weekly payments during the quarter following the one in which the overpayment was made.

(b) Upon Trustee's written request, Trustee may examine the books and records of Publisher which relate to sales of copies or licenses of the Works. If such examination discloses an error of five percent (5%) or more with respect to any royalty statement, Publisher shall reimburse Trustee for Trustee's costs of the examination, otherwise such costs shall be borne by Trustee.

(c) Publisher shall be permitted to maintain a reserve for returns equal to twenty percent (20%) of Trustee's quarterly royalties; provided, however, that Publisher shall

liquidate such reserves within two (2) quarters following the quarter in which royalties were withheld.

18. Trustee's Copies. On publication of each edition of each of the Works, Publisher will give to Trustee fifteen (15) free copies in the case of a hardbound edition, and fifty (50) free copies in the case of a soft cover edition; and Trustee may purchase additional copies at Publisher's maximum standard distributor discount available at time of transaction.

19. Out of Print Provision, Termination.

(a) For the purposes of this Agreement, the Works shall be deemed "in print" only when copies are available and offered for sale, through usual retail channels, in an edition issued by Publisher. Publisher shall notify Trustee at such time as a Work is not in print.

(b) If Publisher fails to keep any of the Works in print, Trustee may at any time thereafter serve a written request on Publisher that such Work be placed in print. Within ten (10) days from receipt of such request, Publisher shall notify Trustee in writing whether it intends to comply with said request. If Publisher fails to give such notice or, having done so, fails to place such Work in print as specified in subparagraph (a) within ninety (90) days after receipt of said request from Trustee, then, in either event, Publisher's right to Publish such Work shall automatically terminate and all rights granted to Publisher shall thereupon automatically revert to Trustee.

20. Termination of Rights. If Publisher is adjudicated a bankrupt, makes an assignment for the benefit of creditors, liquidates its operations, comes under the control of persons hostile to L. Ron Hubbard, Trustee, the Works, or the religion of Scientology, this Agreement shall thereupon terminate and all rights granted to Publisher shall automatically revert to Trustee.

21. Sell Off Rights and Consequences of Termination.

(a) Publisher shall have the right for an additional six (6) month period ("Sell Off Period") after the expiration of the term of this Agreement to sell its existing inventory of copies in the Territory on a nonexclusive basis; provided, however, that Trustee shall have the option, exercisable by written notice, to purchase some or all of Publisher's inventory at Publisher's then current maximum standard wholesale distribution discount in which event Publisher's sell off rights shall be diminished accordingly. Publisher agrees, however, not to print excess copies of the Works, in anticipation of the expiration of this Agreement. Publisher acknowledges that no sell off rights shall exist with respect to a termination of this Agreement for cause. Upon expiration of the Sell Off Period, if any, or within thirty (30) days of the termination of this Agreement, for cause, Publisher shall, at Trustee's election and upon his written instructions, either:

(i) Destroy any remaining inventory of copies of the Works, and certify such destruction to Trustee in writing; or

(ii) Sell to Trustee, at Publisher's then current maximum standard wholesale distribution discount, its remaining inventory of copies of the Works.

(b) Upon termination of this Agreement, for any reason whatsoever, Trustee may, upon written notice to Publisher, require Publisher to either:

(i) Destroy all plates, offset negatives, computer drive tapes, or any other means used by Publisher to reproduce the Works licensed hereunder and to certify such destruction in writing; or

(ii) Sell such means of reproduction to Trustee at their scrap value.

(c) Trustee shall be entitled to retain any sums paid to Trustee under this Agreement. Trustee's right to sums due to Trustee at termination or which accrue to Trustee thereafter shall survive the termination of this Agreement.

22. Suits and Infringement.

(a) If there is an infringement of any rights granted to Publisher, Trustee and Publisher shall have the right to participate jointly in an action for such infringement; and if both participate, they shall share the expenses of the action equally and shall recoup such expenses from any sums recovered in the action. The balance of the proceeds shall be divided equally between them. Each party will notify the other of infringements coming to its attention. Notwithstanding the foregoing, Publisher

shall have the primary responsibility of prosecuting such infringement action.

(b) If either party declines to participate in such action, the other may proceed. The party maintaining the action shall bear all costs and expenses which shall be recouped from any damages recovered from the infringement; the balance of such damages shall be divided equally between them.

23. Proper Use of Copyrights. Publisher acknowledges its full responsibility for the proper use of the copyrights under this Agreement, and for the copies of the Works it sells pursuant to this Agreement, and covenants that neither it nor any of its officers, directors, employees, agents, representatives, or affiliates ("Affiliates") will make any claim against the Trustee, Trustee's representatives or any person employed by or affiliated with either. Publisher shall indemnify Trustee and its agents, employees, representatives, successors, assigns and affiliates, and hold them harmless from and against all costs, liabilities, claims and actions of any kind, including attorneys' fees and court costs, which arise from or relate to any activity of Publisher under this Agreement, including, without limiting the generality of the foregoing, any and all claims and actions based upon or arising out of advertising statements and claims made by Publisher or Publisher's Affiliates, or based upon or arising out of any alleged failure by Publisher or any of its Affiliates to perform any of their obligations with respect to the Works. All such claims and

actions shall be defended at the expense of Publisher through legal counsel acceptable to Trustee.

24. Future Agreements. The parties contemplate that they will enter into agreements in the future relating to publication of the literary works of L. Ron Hubbard not otherwise listed on the attached schedules. It is agreed that such literary works shall not be the subject of a separate agreement but shall be governed by the terms and conditions of this Agreement at such time as the parties hereto sign a writing referring to the literary work and this Agreement.

25. Governing Law. This Agreement shall be interpreted under the internal laws and judicial decisions of the State of California, U.S.A.

26. Binding on Successors. This Agreement shall be binding on the parties and upon their respective heirs, administrators, successors and assigns. This Agreement may not be assigned by either party without written notice sent to the other.

27. No Waiver. This Agreement constitutes the complete understanding of the parties and no waiver or modification of any provisions shall be valid unless in writing, signed by Trustee and Publisher. The waiver of a breach or of a default under any provision hereof shall not be deemed a waiver of any subsequent breach or default.

28. Notice. Any notice required to be sent hereunder shall be sent by first-class mail, postage prepaid, return receipt requested, to the Trustee or Publisher at the addresses given in

the Preamble of this Agreement, which addresses may be changed by either of them by written notice to the other. Any such notice deposited in the mail shall be conclusively deemed delivered to and received by the addressee four (4) days after deposit in the mail, if all of the foregoing conditions of notice shall have been satisfied.

29. Headings. The headings and captions of the various paragraphs are for convenience only, and they shall not limit, expand or otherwise affect the construction or interpretation of this Agreement.

30. Trustee's Representatives. Any rights or privileges conferred on Trustee hereunder may be exercised by one or more of Trustee's representatives as Trustee may specify in written notice(s) to Publisher. Such notice shall contain the name and address of any designated representative empowered to act on Trustee's behalf hereunder. Where the Trustee has designated a representative, Publisher shall furnish both Trustee and such representative with a copy of each notice required to be given under this Agreement.

At present, Author Services, Inc., whose address is 7051 Hollywood Boulevard, Suite 400, Hollywood, California 90028, is the designated representative of Trustee pursuant to this paragraph.

31. Recoupment of Advances. Publisher may recoup any unrecouped advance heretofore paid, as further described in the Mutual Termination Agreement - Fiction between Trustee and

Publisher dated the _____ day of _____, 199_,
in connection with any of the Works, from royalties payable to the
Trustee hereunder.

32. Entire Agreement. This Agreement supersedes and
replaces all previous agreements between the parties hereto
regarding the subject matter of this Agreement and may not be
amended except in writing and signed by both parties hereto.

33. Arbitration. Any controversy or dispute which
arises out of or relates to this Agreement, including, without
limitation, the adequacy of performance by Publisher and of any
demands made by Trustee, which cannot be settled by informal means
or through the aid of a third party arbitrator mutually acceptable
to the parties and through procedures mutually acceptable to the
parties, shall be settled through arbitration held in Los Angeles
or at such other location as the Trustee may choose. If the
parties are unable to settle the matter through informal means,
then either party may demand arbitration by serving upon the other
party a written demand for arbitration containing the name of an
arbitrator to participate in the proceedings. Within ten (10) days
after receipt of such notice, the party upon whom demand was served
shall select an arbitrator. The two arbitrators shall select a
third arbitrator. The decision in writing of the arbitrator or a
majority of the arbitrators appointed by the parties shall be final
and conclusive as to all parties to the dispute. Should any party
fail or refuse to appear or participate in an arbitration
proceeding, the arbitrator or arbitrators so appointed may decide

the dispute on the evidence presented in the arbitration proceeding by the other party or parties to this dispute. The arbitrator or arbitrators shall have the power to award to any party or parties to the dispute any sums for costs, expenses, and attorneys' fees that the arbitrator or arbitrators may deem proper. Judgment may be entered on the award in any court of competent jurisdiction. Arbitration shall not be required with respect to any matter in connection with which injunctive relief or specific performance is sought by all or any of the parties hereto.

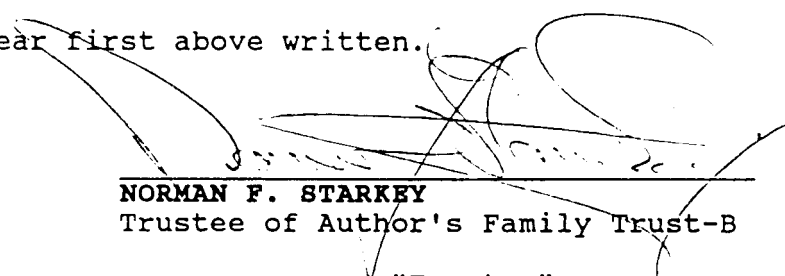
Each arbitrator shall be a member in good standing under the Scientology Scriptures, a minister of the Religion of Scientology, a member of the Sea Org, and well versed in the Scientology Scriptures, in particular those Scientology Scriptures pertaining to Scientology ethics and justice. As used herein, Scientology Scriptures are defined as the written and recorded spoken words of L. Ron Hubbard regarding Scientology applied religious philosophy and Dianetics spiritual healing technology.

34. Severability. Each and every provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision or provisions of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

35. Facsimile Transmissions. The parties each agree to accept a signed copy of this Agreement transmitted by facsimile (telecopier) and to rely upon such transmitted copy as if it bore original signatures. If a signed copy of this Agreement is

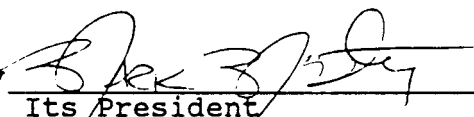
transmitted by facsimile, each party agrees to provide to each other party, within a reasonable time after transmission, the Agreement bearing the original signatures.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

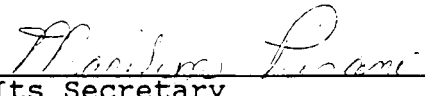


NORMAN F. STARKEY
Trustee of Author's Family Trust-B
"Trustee"

BRIDGE PUBLICATIONS, INC.

By 

Its President

By 

Its Secretary
"Publisher"

SCHEDULE 1

Attachment to BPI Fiction Literary Agreement

WORKS

Battlefield Earth
Buckskin Brigades
Fear
Final Blackout
Mission Earth: The Invaders Plan
Mission Earth: Black Genesis
Mission Earth: The Enemy Within
Mission Earth: An Alien Affair
Mission Earth: Fortune of Fear
Mission Earth: Death Quest
Mission Earth: Voyage of Vengeance
Mission Earth: Disaster
Mission Earth: Villainy Victorious
Mission Earth: The Doomed Planet
Ole Doc Methuselah
Slaves of Sleep
Masters of Sleep

FIRST ADDENDUM TO FICTION LITERARY AGREEMENT (BPI)

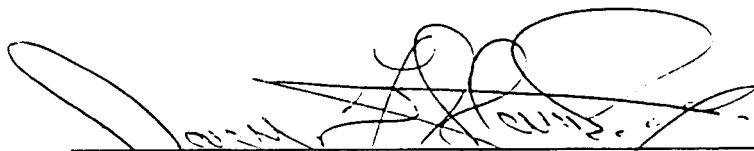
The promises, covenants, agreements and declarations made and set forth herein are intended to and shall have the same force and effect as if set forth at length in the body of the Fiction Literary Agreement (BPI), by and between **NORMAN F. STARKEY**, Trustee of Author's Family Trust-B, and **BRIDGE PUBLICATIONS, INC.**, dated the first day of October, 1991 ("Agreement"). To the extent that the provisions of this Addendum are inconsistent with the terms and conditions of the Agreement, the terms of this Addendum shall control. For purposes of this Addendum, the capitalized terms, unless defined herein, shall have the same meanings as the terms defined in the Agreement.

1. Paragraph 9 of the Agreement is modified by adding the following new, unnumbered paragraph:

"Publisher shall pay Trustee fifteen percent (15%) of Publisher's suggested retail price on each copy of a fiction leatherbound edition sold by Publisher, less returns. Leatherbound refers to leather-covered, hardbound books."

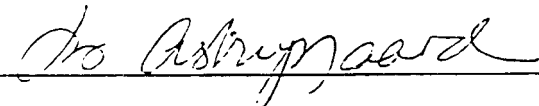
In all other respects, the Agreement, dated the first day of October, 1991, is hereby ratified, republished and reconfirmed by the parties hereto.

DATED: 25th day of February, 1993



NORMAN F. STARKEY
Trustee of Author's Family Trust-B

BRIDGE PUBLICATIONS, INC.

BY 

BY 