

EXHIBIT B

Attachment to Literary Agreement

LICENSE AGREEMENT - NONFICTION

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LICENSE AGREEMENT - NONFICTION

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LICENSE AGREEMENT - NONFICTION

THIS LICENSE AGREEMENT - NONFICTION ("Agreement"), is made as of the \_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between NEW ERA PUBLICATIONS INTERNATIONAL ApS ("NEPI"), whose address is Store Kongensgade 55, 1264 Copenhagen K, Denmark, telephone is (45) 33 145 128, Telex is 16828 NEW ERA DK and Fax is (45) 33 149 571 and \_\_\_\_\_ ("Publisher"), whose address is \_\_\_\_\_, telephone is (\_\_) \_\_\_\_\_, and Fax is (\_\_) \_\_\_\_\_, with reference to the following:

A. NEPI has been granted the exclusive right to license others to translate print, publish and sell ("Publish") in hardbound and paperbound editions those literary works by (about) L. Ron Hubbard described on Exhibit "A" attached hereto ("Works").

B. Publisher desires a license to Publish the Works and NEPI is willing to license such rights on the terms and conditions contained herein.

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

1. Grant of Publication and Translation Rights. Except as hereinafter reserved, NEPI hereby grants Publisher, for the term of this Agreement, the following rights:

(a) Except as otherwise provided, the exclusive right to Publish the Works, in hardbound or paperbound form, in those languages and countries described in Exhibit "B" ("Territory").

(b) The rights granted herein do not include the right to Publish the Works for sale to specialized centers and organizations formed for the principal purpose of study and application of the philosophy and technology contained in the literary works of L. Ron Hubbard, which centers and organizations are not part of the general book trade.

(c) The right to translate the Works may only be exercised in the event NEPI is unable to furnish Publisher with a translation suitable for publication.

2. Term. The term of this Agreement shall commence as of the date hereof and shall continue for a period of \_\_\_\_\_ (\_\_\_\_\_) years.

3. Changes, Insertions. No one, except with NEPI's prior written approval, may make changes to the text or title of any of the Works. 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 or book cover, without the express written consent of NEPI, which consent may be withheld in NEPI's sole discretion. Further, all advertising by the

Publisher which promotes the sale by Publisher of any of the Works shall be submitted in advance to NEPI for approval. Publisher shall include, at NEPI's request, a notice or card describing other literary works available from NEPI. NEPI shall provide text and artwork for such material.

4. Warranties and Indemnification.

(a) NEPI represents and warrants that:

(i) NEPI possesses all rights granted hereunder, pursuant to an exclusive license which is in full force and effect. The rights are free of all liens and encumbrances and NEPI has full power to execute this Agreement.

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

(b) (i) NEPI 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)(ii) above.

(c) (i) Publisher shall give NEPI prompt notice of any suit brought against Publisher alleging facts which, if proven, would constitute a breach of the warranties in subparagraph (a). NEPI may, if NEPI chooses, defend such suit with counsel of its own choosing, at its own expense, provided that if it 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 NEPI's consent.

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

5. Galley, Page Proofs and Cover Art.

(a) Publisher shall furnish NEPI 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, prior to publication, and NEPI will read, revise (if necessary) and return said proofs promptly. If a Work has been translated by Publisher, Publisher shall provide NEPI with a written certificate from a qualified translator that the translation is a true and correct translation of the original English language version of the Work. The format, style of composition and price of the Works shall be determined by Publisher, subject to the written approval of NEPI.

(b) Publisher shall use, where available, cover art provided by NEPI. Publisher shall pay NEPI's cost of making a duplicate copy of the artwork plus a handling charge of \_\_\_\_\_ percent (\_\_\_%). Payment shall be due within \_\_\_\_\_ (\_\_\_) days of receipt of such cover art. Publisher may propose and use alternative artwork, subject to NEPI's prior written consent.

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 standards of prevailing local publishing 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 Works, and prompt and careful satisfaction of the demand for copies of the Works, all in accordance with current prevailing business practices.

Without limiting the generality of the foregoing, it is expressly agreed that Publisher shall actively promote and promptly supply copies of the Works to wholesale distributors and retail outlets and may promote and fulfill mail order sales. NEPI 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 distributed or timely delivered, unless during such



ten (10)-day period the Work is actively distributed or timely delivered or an acceptable plan for distribution and delivery is implemented.

(b) For the initial printing of the Works and for each printing thereafter, Publisher shall spend an amount equal to at least \_\_\_\_\_ percent (\_\_\_%) of the total suggested retail price (as hereinafter defined) of the printing of each Work to promote and advertise such Work.

(c) The name of the Author, L. Ron Hubbard, shall appear prominently on the title page, dust jacket, spine and binding of each copy of the Works and in all advertisements referring to the Works.

(d) Publisher shall not Publish any condensed or abridged versions, selections from, condensations or digests of the Works, or permit others to do so, except quotations contained in reviews, without NEPI's prior written consent.

(e) Publisher agrees that the Works shall be printed and ready for distribution and sale (i.e., printed and available for wholesale or retail distribution in commercial quantities) on or before the date specified opposite the title of the Work on Exhibit "B" hereto. The initial printing for each of the Works is set forth opposite the title of the Works on Exhibit "B" hereto. Should Publisher fail to Publish the Work by the date and in the quantity specified on Exhibit "B", Publisher shall have ninety (90) days after written notice within which to cure such default. Failure to cure the default within the

requisite period shall result in automatic termination of the Agreement and a revision to NEPI of the rights granted.

7. Copyright Notice. Publisher shall print in every copy of the Work a proper United States copyright notice, satisfactory to the NEPI, sufficient to secure and protect United States copyright and Universal Copyright Convention rights in the Works for L. Ron Hubbard Library and shall take such steps as may be necessary to obtain and protect copyright rights in all jurisdictions in which the Works or any of them, are Published and/or sold.

8. Copyright - Translations. Where available Publisher shall use translations of the Works furnished by NEPI. In the event Publisher must procure a translation, Publisher shall obtain an assignment of the copyright and renewal rights therein in favor of the "L. Ron Hubbard Library" for any translation secured by Publisher. "L. Ron Hubbard Library" is the name under which NEPI's licensor conducts its affairs. Said assignment shall be sufficient to obtain and protect copyright rights in the jurisdiction in which the Works, or any of them, are being Published and/or sold.

In the event Publisher is unable to secure for the L. Ron Hubbard Library the copyright in a translation, then the translation agreement shall provide that neither party has a right to Publish the translation, which is the subject of the agreement, after termination of the agreement; however, the Publisher and/or NEPI may obtain a new translation of the respective Work and may Publish the new translation. Nothing contained herein shall be

deemed to give Publisher the right to Publish a translation except pursuant to the terms of this Agreement.

Upon termination of this Agreement, NEPI may purchase any translation owned by Publisher, on the following terms:

(a) Seventy-five percent (75%) of Publisher's cost, if this Agreement is terminated within one (1) year of the date hereof.

(b) Fifty percent (50%) of Publisher's cost, if this Agreement is terminated within two (2) years of the date hereof.

(c) Twenty-five percent (25%) of Publisher's cost, if this Agreement is terminated within three (3) years of the date hereof.

(d) After three (3) years, Publisher shall assign the translation to NEPI upon termination, at no additional cost.

9. Copyright Administration. Publisher shall cause to be duly registered in the United States Copyright Office a claim for United States Copyright in the Works in the name of "L. Ron Hubbard Library" when such registration is necessary to protect and/or enforce the rights of the copyright proprietor. Moreover, Publisher shall take such steps as may be necessary to protect the rights of the copyright proprietor in each jurisdiction in which the Works are sold by Publisher.

10. Advanced Royalties. Publisher shall pay NEPI the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which sum shall

be deemed to be an advance against and recoupable by Publisher out of any and all royalties that become payable to NEPI hereunder. Nothing herein shall require NEPI to repay any sums advanced under this Paragraph 10.

11. Royalties - Hardbound Edition. Publisher shall pay NEPI \_\_\_\_\_ percent (\_\_\_%) 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.

12. Royalties - Trade Paperbound. Publisher shall pay NEPI \_\_\_\_\_ percent (\_\_\_%) of Publisher's suggested retail price on each copy of a 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.

13. Royalties - Mass Market Paperbound. Publisher shall pay NEPI \_\_\_\_\_ percent (\_\_\_%) of 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.

14. Royalties in General; Payments.

(a) 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.

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

(i) To NEPI;

(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 \_\_\_\_\_ (\_\_\_\_\_); provided, however, that a full royalty shall be paid on each copy of the Work given without charge for resale (for advertising or promotional allowances or other purposes) in connection with the sales of other literary works.

(c) 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 or for bank charges, taxes, fees or commissions relating to the payment or transfer of monies due NEPI hereunder.

15. Reservation of Rights.

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

(b) Without limiting the generality of the foregoing, the NEPI and its licensor reserve 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 now or hereafter known of audio reproduction for listening at a later time;

(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 the Works or 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 NEPI and/or its licensor.

(d) NEPI's Licensor has reserved the right to Publish 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 marketed outside of regular wholesale and retail trade channels; 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 NEPI at its cost (which includes overhead, but excludes profit) copies of the Works in unbound format for conversion to Special Properties.

16. Calculation of Royalties. Royalties due NEPI hereunder shall be calculated on Publisher's suggested retail prices (excluding customs, shipping charged directly to customer as a separate item, sales taxes and value added taxes not otherwise deductible) 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 NEPI when monies from sales are received or become bad debts as defined herein. In the event monies are received prior to shipment, royalties shall not be due until shipment.

17. Accounting and Payments.

(a) Publisher shall maintain accurate books and records pertaining to the sale of each of the Works therefrom in sufficient detail to permit calculations and verification of

royalties payable hereunder. Publisher shall prepare statements, in a form acceptable to NEPI, accounting for all payments due NEPI under this agreement during each of the following periods in every year [insert month and days]:

From \_\_\_\_\_ to \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Publisher shall mail each such statement to NEPI within thirty (30) days after the close of each period accompanied by payment to NEPI of the amounts due NEPI hereunder. Should such payment not be made within the thirty (30) days following close of the above referenced period, the amount due shall bear interest from the first day of the month following the end of the period for which it is due until paid at the rate of ten percent (10%) per annum.

Each statement shall report, for each Work, among other things, the number of copies sold to date (and total sales for the subject period), broken down on a country by country basis, the Publisher's suggested retail price, the royalty rate, amount of royalties paid to NEPI during the quarter, the amount of royalties due NEPI, but unpaid, the number of copies of each Work printed, bound and given away in the period, the number of damaged copies destroyed (with independent evidence of such number), the number of copies on hand at the end of the period, and such other information



as NEPI may, from time to time, request. Each statement shall be certified as true and correct by an officer of Publisher.

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

18. NEPI's Copies. On publication of each edition of each of the Works, Publisher will give to NEPI fifteen (15) free copies of each edition (two (2) copies by air mail and the balance by surface mail or freight). NEPI may purchase additional copies at Publisher's then current maximum standard wholesale distribution discount. Publisher shall not be required to pay royalties on any copies supplied free to NEPI pursuant to this paragraph.

19. Out of Print Provision; Termination.

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

(b) If Publisher fails to keep any of the Works, in print, NEPI 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 NEPI 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 NEPI, 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 NEPI.

20. Sell Off Rights and 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 non-exclusive basis; provided, however, that NEPI 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 NEPI's election and upon its written instructions, either:

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

(ii) Sell to NEPI, 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, NEPI 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 NEPI at their scrap value.

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

21. Bankruptcy. If Publisher is adjudicated a bankrupt, makes an assignment for the benefit of creditors, or liquidates its operations, this Agreement shall thereupon terminate and all rights granted to Publisher shall automatically revert to NEPI.

22. Suits and Infringement.

(a) If there is an infringement of any rights granted to Publisher, NEPI 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.

(a) 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 NEPI, NEPI's representatives or any person employed by or affiliated with any of the foregoing. Publisher shall indemnify NEPI 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 its

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, Packs, Charts and Compilations. All such claims and actions shall be defended at the expense of Publisher through legal counsel acceptable to NEPI.

(b) Publisher shall include in all Published Works an appropriate disclaimer, in a form approved by NEPI unless use of a disclaimer for a particular Work is expressly waived by NEPI.

24. Trademarks. Certain of the Works contain trademarks which are included for other purposes. This Agreement does not grant to Publisher a license to use any of the trademarks that appear on the Works. If Publisher wishes to use any of the trademarks, Publisher may request permission from NEPI, but shall not use any such trademarks until permission has been granted in writing by NEPI or the owner of the trademarks. All such use of any trademark by Publisher shall be subject to the supervision and control of NEPI or the owner or owners of the trademarks, and shall inure to the benefit of the owner. Publisher shall cooperate with NEPI or the owner or owners of the trademarks in taking all action required by applicable laws and regulations to record or register any license that may be granted pursuant to this paragraph. Publisher shall include a similar provision in each of its license agreements.

25. Governing Law. This Agreement shall be interpreted under the internal laws and judicial decisions of Denmark.

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 NEPI 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 NEPI 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 ten (10) 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. Entire Agreement. This Agreement supersedes and replaces all previous agreements between the parties hereto

regarding the Works, Packs, Charts and Compilations and may not be amended except in writing signed by both parties hereto.

31. Arbitration. Any controversy or dispute which arises out of or relates to this Agreement, including, without limitation, the adequacy of performance by the Publisher and of any demands made by NEPI, 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 Copenhagen, Denmark or at such other location as NEPI 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 relieve or specific performance is sought by all or any of the parties hereto.

32. 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.

33. 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.

34. Gender-Number. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the other whenever the context so indicates.



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

NEW ERA PUBLICATIONS  
INTERNATIONAL ApS

By \_\_\_\_\_

By \_\_\_\_\_

"NEPI"

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

"Publisher"

NEPBLANK.FC2

EXHIBIT "A"

Works

1.

EXHIBIT "B"

<u>Title</u>	<u>Territory</u>	<u>Language</u>	<u>Publication Date</u>	<u>Initial Printing</u>
1.				

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