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PHOTO LICENSE AGREEMENT - NEPI

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PHOTO LICENSE AGREEMENT - NEPI

THIS PHOTO LICENSE AGREEMENT - NEPI ("Agreement"), is made as of the 1st day of October, 1991, by and between NORMAN F. STARKEY, Trustee of Author's Family Trust-B, whose address is 6515 Sunset Boulevard, Suite 202, Hollywood, California 90028 ("Trustee"), and NEW ERA PUBLICATIONS INTERNATIONAL Aps, whose address is Store Kongensgade 55, 1264 Copenhagen K, Denmark ("Publisher"), with reference to the following:

A. L. Ron Hubbard ("LRH"), during his lifetime, acquired and/or took a vast number of photographs portraying various subject matters, including the likeness of LRH, which photographs are of great interest to the followers of the religion of Scientology. A list of certain of these photographs is set forth in Exhibit "A" attached hereto and by this reference made a part hereof ("Photos").

B. LRH 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 Photos, to the Trustee.

C. Publisher desires a license to publish the Photos and Trustee is willing to grant such a license on the terms and conditions contained herein.

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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.

(a) Trustee hereby grants Publisher, for the term of this Agreement, the nonexclusive right to publish, i.e., reproduce, or cause to be reproduced, publish and sell ("Publish") the Photos in all countries, except the United States and Canada ("Territory"). This right is limited to the right to Publish individual copies of the Photos. The grant does not include the right to include the Photos in other publications of Publisher.

(b) In the interest of maintaining the quality of each reproduction at an acceptably high level, Publisher agrees to obtain the reproductions of the Photos from a source mutually acceptable to both Publisher and Trustee.

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 Photos. Upon request of Trustee, all advertising by the Publisher which

promotes the dissemination by Publisher of any of the Photos 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) The Photos do not, to the best of Trustee's knowledge, infringe statutory copyrights or common law rights of others, and, to the best of Trustee's knowledge, do not violate the rights of privacy of, or libel, other persons.

(b) 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.

(c) 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.

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

5. Proofs. Upon the request of Trustee, Publisher shall furnish Trustee, or his designated representative, prior to publication, with a proof of each Photo which Publisher intends to Publish. Publisher shall also supply sufficient details regarding promotion of the Photos so that Trustee may determine that the intended publication and promotion does not in any way detract from or otherwise diminish the image of LRH.

6. Publisher's Responsibilities. Publisher acknowledges and agrees that, in accepting the grant made by this Agreement to Publish the Photos, 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 Publish the Photos in accordance with the Scientology Scriptures, the written and recorded spoken words of LRH with respect to Scientology applied religious philosophy and Dianetics spiritual healing technology, and always in a manner that will enhance the image of LRH.

Without limiting the generality of the foregoing, it is expressly agreed that Publisher shall actively promote and supply the Photos to further dissemination of the religion of Scientology,

which shall include maintenance of adequate personnel to achieve such objective. Moreover, Publisher shall promptly deliver all orders for the Photos and shall diligently pursue collection of accounts receivable generated as a result of such orders. Trustee or his designated representative shall have the right, upon ten (10) days' written notice, to terminate the right of Publisher to Publish any Photo that is not being actively promoted and supplied or timely delivered, unless during such ten (10)-day period the Photo is actively promoted and supplied, or timely delivered, or an acceptable plan for such promotion and distribution or delivery is initiated.

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

8. Copyright Administration. Publisher shall cause to be duly registered in the United States Copyright Office a claim for United States Copyright in each of the Photos in the name of "L. Ron Hubbard Library" (a registered fictitious name of Trustee) when such registration is necessary to protect and/or enforce Trustee's rights in the respective copyrights. Publisher shall engage the services of Bridge Publications, Inc. ("BPI"), or its successor, to register all claims for copyright of the Photos,

where applicable, and to take such other steps as may be necessary to ensure that the copyrights are protected in each jurisdiction in which the Photos are sold by Publisher. Such services shall include, without limitation, provision of such personnel, professional as well as non-professional, as may be necessary to register and/or protect Trustee's rights in the copyrights. Publisher shall pay the expenses arising out of the protection and/or registration process necessary to protect and defend the copyrights to the works issued by Publisher and/or its subsidiaries and shall provide BPI with sufficient copies of each newly published Photo for purposes of registration and/or protection.

9. Royalties. Publisher shall pay Trustee ten percent (10%) of Publisher's suggested retail price on each copy of a Photo sold by Publisher. For purposes of this Agreement, "Publisher's suggested retail price" shall be deemed to be without discount of any kind.

10. 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 Trustee;

(ii) For purposes of copyright registration;
and

(iii) For advertising, public relations or other promotional actions.

(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.

(d) No royalties shall be paid on the sale of copies of the Photos between Publisher and BPI.

11. Reservation of Rights. All rights in the Photos 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.

Without limiting the generality of the foregoing, Trustee reserves the right to Publish the Photos for purposes of: (i) fostering social reform, including, without limitation, drug rehabilitation, education reform, criminal rehabilitation and moral code reform; (ii) promoting and disseminating the secular administrative technology as researched and developed by LRH; (iii) the promoting, advancing and disseminating of the religion of Scientology; and (iv) maintaining the purity and ethical use of the philosophy and technology of the religion of Scientology.

12. 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 Photos 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.

13. Accounting and Quarterly Payments.

(a) Publisher shall maintain accurate books and records pertaining to the sale of each of the Photos, 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 Photo, 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 the Trustee during the quarter, the amount of royalties due to the Trustee, but unpaid, the number of copies of each Photo given away in the period, the number of saleable copies on hand at the end of the period 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 of the Photos. 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.

14. Trustee's Copies. On publication of each edition of each of the Photos, Publisher will give to Trustee fifteen (15) free copies, and Trustee may purchase additional copies at Publisher's maximum standard distributor discount available at time of transaction.

15. Out of Print Provision, Termination.

(a) For the purposes of this Agreement, the Photos shall be deemed "in publication" 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 Photo is not in publication.

(b) If Publisher fails to keep any of the Photos in publication, Trustee may at any time thereafter serve a written request on Publisher that such Photo 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 Photo in publication 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 Photo shall automatically terminate and all rights granted to Publisher shall thereupon automatically revert to Trustee.

16. 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, or the religion of Scientology, this Agreement shall thereupon terminate and all rights granted to Publisher shall automatically revert to Trustee.

17. 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 non-exclusive 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 Photos 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 Photos 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 Photos.

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

(i) Destroy all negatives or any other means used by Publisher to reproduce copies of the Photos 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.

18. 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.

19. 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 Photos it sells pursuant to this Agreement; and covenants that neither it nor any of its officers, directors, trustees, employees, representatives, agents 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 his 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 Photos. All such claims and actions shall be defended at the expense of Publisher through legal counsel acceptable to Trustee.

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

21. 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.

22. 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.

23. 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 ten (10) days after deposit in the mail, if all of the foregoing conditions of notice shall have been satisfied.

24. 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.

25. 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.

26. 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.

27. 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

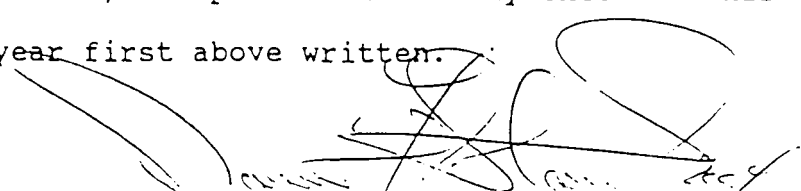
spoken words of L. Ron Hubbard regarding Scientology applied religious philosophy and Dianetics spiritual healing technology.

28. 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.

29. Future Agreements. The parties contemplate that they may enter into agreements in the future relating to publication of photographs not otherwise listed on the attached schedule. It is agreed that such photographs 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 photographs and this Agreement.

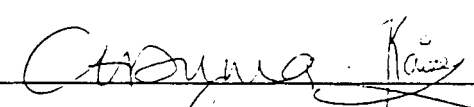
30. Facsimile Transmissions. The parties each agree to accept a signed copy of this Agreement transmitted by facsimile (telecopier) and to rely upon such transmitted copy as if it bore original signatures. If a signed copy of this Agreement is transmitted by facsimile, each party agrees to provide to each other party, within a reasonable time after transmission, the Agreement bearing the original signatures.

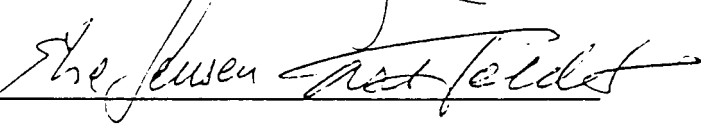
IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.



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

NEW ERA PUBLICATIONS
INTERNATIONAL ApS

By  _____

By  _____
"Publisher"

STARKNEPI.PLA
October 7, 1991

EXHIBIT A

Attachment to Photo License Agreement

PHOTOS

1. LRH supervising two students twinning on course, ca. 1957 (B&W)
2. LRH talking with a student in the Pavillion at Saint Hill. Photo was taken in 1963. (COLOR)
3. LRH, with quill pen, in his Saint Hill office, ca. 1963. (B&W)
4. Not for sale.
5. LRH aboard the Apollo in his research room, recording one of Ron's Journals, ca. 1972. (COLOR)
6. LRH ensuring the standardness of a newly produced Hubbard Electrometer or E-Meter. (COLOR)
7. LRH lecturing (smiling, finger pointing) in the Chapel at Saint Hill, ca. 1964. (B&W)
8. LRH lecturing (walking and pointing) at one of the early organizations, ca. 1957. (18th ACC) (B&W)
9. LRH lecturing with flags in background (Notes on the Lectures cover). (B&W)
10. LRH, with HCO Badge, at Saint Hill, ca. 1964. (Hand up, badge on blazer.) (B&W)
11. LRH lecturing at the Anatomy of the Spirit of Man Congress in Washington, DC, in 1955. (Hand on globe.) (B&W)
12. LRH lecturing between 1950 and 1954 (Stand up microphone at right of photo.) (B&W)
13. LRH lecturing at the Anatomy of the Human Mind Congress, Dec. 31, 1960 to Jan. 1, 1961. (Universe background.) (COLOR)
14. LRH (wearing a beret) visiting the beach by the Atlantic Ocean during the 1950's. (B&W)
15. LRH next to his Jaguar in the Saint Hill drive, ca. 1964. (COLOR)

16. LRH taking a photograph on the steps of the Saint Hill Manor terrace. (COLOR)
17. LRH at his desk (on the phone) at Saint Hill, ca. 1964. (B&W)
18. LRH and his camera with English countryside background, ca. 1965. (B&W)
19. LRH playing an organ and a melletron in his Saint Hill office in 1963. (COLOR)
20. LRH, standing on a hill in his raincoat and hat with countryside and a river background in the 1930's. (B&W)
21. Not for sale.
22. LRH standing by his Jaguar (beside a road) while at Saint Hill (countryside background). (COLOR)
23. LRH researching plant life at Saint Hill in 1960. (B&W)
24. LRH as a pilot leaning on plane. (B&W)
25. LRH with camera and a horse by a fence, near his home in East Grinstead (horse and rider in background). (COLOR)
26. LRH, Commodore of the Sea Organization on deck of the Flagship, Apollo, 1972 (right side photo with right arm raised). (COLOR)
27. LRH aboard the Apollo, ca. 1972 (wearing black cap and sunglasses). (Blue sky behind.) (COLOR)
28. Not for sale.
29. LRH below the newly painted funnel of the Flagship Apollo. (B&W)
30. LRH aboard the Apollo, ca. 1967 (right facial photo with cap on). (Commodore portrait.) (COLOR)
31. LRH by the fireplace in his research room aboard the Apollo, ca. 1972. (COLOR)
32. LRH, Commodore of the Sea Organization in the Chris Craft (frontal photo with finger pointed towards camera). (COLOR)

33. Not for sale.
34. Not for sale.
35. LRH wearing a pith helmet on Apollo in Portugal, ca. 1974. (COLOR)
36. LRH in Daytona, Florida in 1975. (Pointing up with the sea behind.) (COLOR)
37. Outside portrait of LRH in the early 1960's (LRH leaning on fence with lake and countryside background). (B&W)
38. LRH at Cassis, France, ca. 1968, leaning on a stone wall, wearing a beret. (COLOR)
39. LRH leaning on a column at the entrance of Saint Hill, ca. 1963. (B&W)
40. Not for sale.
41. LRH on the path in the rose garden at Saint Hill, ca. 1964. (COLOR)
42. LRH at his desk at the Founding Church of Scientology in Washington, DC, in 1958. (Tweed jacket on.) (B&W)
43. Portrait shot of LRH taken ca. 1965. (B&W)
44. LRH aboard his Chris Craft in 1968. (COLOR)
45. LRH on the back steps at Saint Hill Manor in 1959. (B&W)
46. LRH, ca. 1965 (front facial photo with chin rested on left hand). (B&W)
47. LRH (facial photo of left side with hands clasped and chin resting on thumbs). (B&W)

The warranties and indemnifications contained in Paragraph 4 of the Agreement do not apply to the following numbered Photos:

3, 8, 10, 14, 20, 23, 24, 45 and 47.
