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AUDIO PUBLISHING LICENSE AGREEMENT (BPI)

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AUDIO PUBLISHING LICENSE AGREEMENT (BPI)

THIS AUDIO PUBLISHING LICENSE 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, 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 literary works, described in Exhibit "A" 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 by this reference, and of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Grant of Rights. Except as hereinafter reserved, Trustee hereby grants Publisher, for the term of this Agreement, the sole and exclusive right in the United States and Canada ("Territory") to manufacture, distribute and sell sound recordings of a master recording (as hereinafter defined) with a reader

uttering aloud an abridged version of each of the Works in the English language with background music and sound effects, if any ("Program") and to license those rights in the Works set forth in subparagraph 11(b) below. For purposes of this Agreement, "sound recording" means any device, whether now or hereafter known, on or by which sound alone may be recorded for later transmission to listeners, including, without limitation, tape cassettes, records and compact discs.

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. The Program; Marketing the Program; Price.

(a) Trustee shall furnish Publisher with a Program for each Work for manufacture, distribution and sale by Publisher. Publisher agrees to pay Trustee, upon presentation of a Program ready for manufacture, distribution and sale, Trustee's respective costs of production.

(b) Unless otherwise agreed by the parties, each Program will be of a length consistent with industry standards but in no event less than three (3) hours in length and initially recorded on at least two (2) tape cassettes.

(c) Trustee grants Publisher the right to use the name and likeness of the author of the Works, and to excerpt limited portions of each Program, not to exceed a total of five (5) minutes, for purposes of advertising, promotion, publicity or marketing of each Program by Publisher. Notwithstanding the foregoing, the manner and style of Publisher's use of the name and/or likeness shall be subject to Trustee's prior approval.

(d) Publisher shall determine the price of each Program based upon the price charged for comparable programs, subject to the Trustee's 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

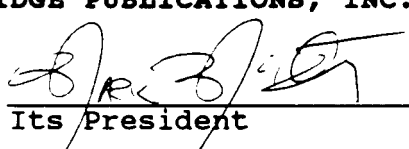
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.



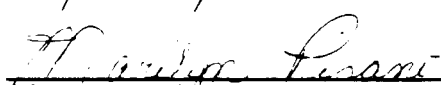
NORMAN F. STARKEY
Trustee of Author's Family
Trust-B

"Trustee"

BRIDGE PUBLICATIONS, INC.

By 

Its President

By 

Its Secretary

"Publisher"

CHURCH OF SCIENTOLOGY
INTERNATIONAL

By 

Its President

By 

Its Secretary

"CSI"