

PLAINTIFFS EXHIBIT 10  
70-10-94 SC



**RANDOM HOUSE, INC.**

**PUBLISHER'S COPY - Please Return To Contract Department**

AGREEMENT made this 5<sup>th</sup> day of June, 1990 between RANDOM HOUSE, INC. of 201 East 50th Street, New York, 10022 (referred to as the Publisher), and Gemini Star Productions Ltd. ~~James Gaskin~~ whose address is c/o Larry Turner 9200 Sunset Blvd., Suite 701 Los Angeles, CA 90069

Please Initial  
*[Handwritten signature]*

~~who is the author of the work~~  
(referred to as the Author and designated by the masculine singular pronoun)

WHEREAS the parties wish respectively to publish and have published <sup>two</sup> works (referred to as the <sup>collectively</sup> provisionally titled work) of fiction

Work #1: UNTITLED NOVEL; and Work #2: UNTITLED NOVEL

NOW, THEREFORE, they mutually agree as follows:

1. The author grants to the Publisher during the term of copyright, including renewals and extensions thereof:

Grants of Rights

a. Exclusive right in the English language, in the United States of America, the Philippine Republic, and Canada, and non-exclusive right in all other countries except the British Commonwealth (other than Canada), the Republic of South Africa, and the Irish Republic, to:

- i. Print, publish and sell the work in book form;
- ii. License publication of the work (in complete, condensed or abridged versions) by book clubs, including subsidiaries of the Publisher;
- iii. License publication of a reprint edition by another publisher with the consent of the Author. The Author shall be deemed to have given consent if within twenty (20) days after the forwarding of written request he fails to notify the Publisher in writing of his refusal to consent;
- iv. License publication of the work (in complete, condensed, adapted or abridged versions) or selections from the work in anthologies and other publications, in mail-order and schoolbook editions, as premiums and other special editions and through microfilm and with the Author's consent Xerox or other forms of copying;

~~to publish the work in book form~~

vi. License periodical publication after book publication to the extent that any such right is available;

viii. License, without charge, transcription or publication of the work in Braille or in other forms, for the physically handicapped;

ix. For publicity purposes, publish or permit others to publish or broadcast (but not dramatize) by radio or television, without charge, such selections from the work as in the opinion of the Publisher may benefit its sale.

~~in the English language and all countries, the rights granted in subdivision a. above, revocable by the Author with respect to each language or country for which no license or option has been given within eighteen (18) months after first publication in the United States.~~

c. Exclusive right to license in all foreign languages and all countries, the rights granted in subdivision a. above, revocable by the Author with respect to each language or country for which no license or option has been given within three (3) years after first publication in the United States.

d. Exclusive right to use or license others to use, subject to the approval of the Author, the name and likeness of the Author, the work and the title of the work, in whole or in part, or any adaptation thereof as the basis for trademark or trade name for other products or for any other commercial use in connection with ~~the work~~

Delivery of Satisfactory Copy

2. The Author agrees to deliver two complete copies (original and clean copy) of the manuscript of ~~the~~ each work in the English language of approximately 100,000-125,000 words in length, satisfactory to the /each Publisher, together with any permission required pursuant to Paragraph 3, and all photographs, illustrations, drawings, charts, maps and indexes suitable for reproduction and necessary to the completion of the manuscript not later than March 1, 1992 for Work #1 and September 1, 1993 for Work #2 /\*

If he fails to do so the Publisher shall have the right to supply them and charge the cost against any sums accruing to the Author. ~~The complete manuscript shall be delivered to the Publisher following each of the above~~

Permission for Copyrighted Material

~~manuscript that is delivered is not, in the Publisher's judgment satisfactory, the Publisher may terminate this agreement by giving written notice, whereupon the Author agrees to repay forthwith all amounts which~~ (See Paragraph 28)

3. If the Author incorporates in the work any copyrighted material, he shall procure, at his expense, written permission to reprint it.

/\*The Author agrees to deliver one-half the manuscript of Work #1 not later than September 1, and one-half the manuscript of Work #2 not later than March 1, 1993. (See Rider)



a.ii. For the Ballantine Books mass-market paperback edition: ten percent (10%) of the retail price for every copy sold.

Please Initial 

DE

Joan Collins

Author's Warranties and Indemnities

4. a. The Author warrants that he is the sole author of the work; that he is the sole owner of all the rights granted to the Publisher; that he has not previously assigned, pledged or otherwise encumbered the same; that he has full power to enter into this agreement; that except for the material obtained pursuant to Paragraph 3 the work is original, has not been published before, and is not in the public domain; that it does not violate any right of privacy; that it is not libelous or obscene; that it does not infringe upon any statutory or common law copyright; and that any recipe, formula or instruction contained in the work is not injurious to the user.

b. In the event of any claim, action or proceeding based upon an alleged violation of any of these warranties (i) the Publisher shall have the right to defend the same through counsel of its own choosing, and (ii) no settlement shall be effected without the prior written consent of the Author, which consent shall not unreasonably be withheld, and (iii) the Author shall hold harmless the Publisher, any seller of the work, and any licensee of a subsidiary right in the work, against any damages finally sustained. If such claim, action or proceeding is successfully defended or settled, the Author's indemnity hereunder shall be limited to fifty per cent (50%) of the expense (including reasonable counsel fees) attributable to such defense or settlement; however, such limitation of liability shall not apply if the claim, action or proceeding is based on copyright infringement.

c. If any such claim, action or proceeding is instituted, the Publisher shall promptly notify the Author, who shall fully cooperate in the defense thereof, and the Publisher may withhold payments of reasonable amounts due him under this or any other agreement between the parties.

d. These warranties and indemnities shall survive the termination of this agreement.

Conflicting Publication

5. The Author agrees that during the term of this agreement he will not, without the written permission of the Publisher, publish or permit to be published any material, in book or pamphlet form, based on material in the work.

Date, Style and Price of Publication

6. Within one year after the Author has delivered the manuscript in conformity with Paragraph 2, the Publisher shall publish the work at its own expense, in such style and manner, under such imprint and at such price as it deems suitable. The Publisher shall not be responsible for delays caused by any circumstance beyond its control. No changes in the manuscript or the provisional title shall be made without the consent of the Author. However, in no event shall the Publisher be obligated to publish a work which in its opinion violates the common law or statutory copyright or the right of privacy of any person or contains libelous or obscene matter.

hardcover edition of

Proofreading and Author's Corrections

7. The Author agrees to read, revise, correct and return promptly all proofs of the work and to pay in cash or, at the option of the Publisher, to have charged against him, the cost of alterations, in type or in plates, required by the Author, other than those due to printer's errors, in excess of ten per cent (10%) of the cost of setting type, provided a statement of these charges is sent to the Author within thirty (30) days of the receipt of the printer's bills and the corrected proofs are presented upon request for his inspection.

Copyright

8. The Publisher shall copyright the work in the name of the Author, in the United States, in compliance with the Universal Copyright Convention, and apply for renewals of such copyright. If copyright should be in the name of the Publisher, it shall assign such copyright upon request of the Author. The Publisher agrees to arrange for the sale of the work in Canada. If the Publisher adds illustrations or other material, and if copyright is in the Author's name, he agrees, upon request, to assign the copyright of such material. If the Author retains the right to periodical or foreign publication before publication by the Publisher, he shall notify the Publisher promptly of any arrangement of such publication or any postponement thereof. In the event of a periodical publication, if the copyright shall be in the name of any person other than the Author, he shall promptly deliver to the Publisher a legally recordable assignment of such copyright or of the rights granted. In the event of a publication outside the United States, promptly thereafter, he shall furnish to the Publisher three copies of the first published work and the date of such publication.

Advance Payments

9. The Publisher shall pay to the Author as an advance against and on account of all moneys accruing to him under this agreement, the sum of Four Million dollars (\$4,000,000.00), payable in accordance with Paragraphs 27, 29, 30 and 31.

Royalty Payments

Any such advance shall not be repayable, provided that the Author has delivered the manuscript in conformity with Paragraph 2 and is not otherwise in default under this agreement.

10. The Publisher shall pay to the Author a royalty on the net proceeds of every copy sold by the Publisher, less actual returns and a reasonable reserve for returns (except as set forth below):

a. i. For the hardcover edition: fifteen per cent (15%).

Where the discount in the United States is forty-eight per cent (48%) or more from the net price, the rate provided in this subdivision a. shall be reduced by one-half the difference between forty-four per cent (44%) and the discount granted. In no event, however, shall such royalty be less than one-half of the rate provided herein. If the semi-annual sales aggregate fewer than 400 copies, the royalty shall be two-thirds (2/3) of the rate provided in this subdivision a. if such copies are sold from a second or subsequent printing. Copies covered by any other subdivision of this Paragraph shall not be included in such computation.

Mail Order Sales

b. Five per cent (5%) of the amount received for copies sold directly to the consumer through the medium of mail-order or coupon advertising, or radio or television advertising.

Premiums and Subscriptions

c. Five per cent (5%) of the amount received for copies sold by the Publisher's Premium or Subscription Books Wholesale Department.

College Sales

d. Ten per cent (10%) for hard-cover copies and five per cent (5%) for soft-cover copies sold with a lower price as college textbooks.

School Editions

e. For a School edition the royalty provided in subdivision a. of this Paragraph but no more than:  
i. Ten per cent (10%) of the amount received for a Senior High School edition;  
ii. Eight per cent (8%) of the amount received for a Junior High School edition;  
iii. Six per cent (6%) of the amount received for an Elementary School edition.







If the work is under contract for publication or on sale in any edition in the United States, it shall be considered to be in print. A work shall not be deemed in print by reason of a license granted by the Publisher for the reproduction of single copies of the work. If the Publisher should determine that there is not sufficient sale for the work to enable it to continue its publication and sale profitably, the Publisher may dispose of the copies remaining on hand as it deems best, subject to the royalty provisions of Paragraph 10. In such event, the Author shall have the right, within two (2) weeks of the forwarding of a written notice from the Publisher, to a single purchase of copies at the "remainder" price.

Author's Property  
Return of Manuscripts  
Suits for Infringement of Copyrights

17. Except for loss or damage due to its own negligence, the Publisher shall not be responsible for loss of or damage to any property of the Author.

18. In the absence of written request from the Author prior to publication for their return, the Publisher, after publication of the work, may dispose of the original manuscript and proofs.

19. If the copyright of the work is infringed, and if the parties proceed jointly, the expenses and recoveries, if any, shall be shared equally, and if they do not proceed jointly, either party shall have the right to prosecute such action, and such party shall bear the expenses thereof, and any recoveries shall belong to such party; and if such party shall not hold the record title of the copyright, the other party hereby consents that the action be brought in his or its name.

Bankruptcy and Liquidation

20. If (a) a petition in bankruptcy is filed by the Publisher, or (b) a petition in bankruptcy is filed against the Publisher and such petition is finally sustained, or (c) a petition for arrangement is filed by the Publisher or a petition for reorganization is filed by or against the Publisher, and an order is entered directing the liquidation of the Publisher as in bankruptcy, or (d) the Publisher makes an assignment for the benefit of creditors, or (e) the Publisher liquidates its business for any cause whatever, the Author may terminate this agreement by written notice and thereupon all rights granted by him hereunder shall revert to him. Upon such termination, the Author, at his option, may purchase the plates as provided in Paragraph 16 and the remaining copies at one-half of the manufacturing cost, exclusive of overhead. If he fails to exercise such option within sixty (60) days after the happening of any one of the events above referred to, the Trustee, Receiver, or Assignee may destroy the plates and sell the copies remaining on hand, subject to the royalty provisions of Paragraph 10.

Sums Due and Owing

21. Any sums due and owing from the Author to the Publisher, whether or not arising out of this agreement, may be deducted from any sum due or to become due from the Publisher to the Author pursuant to this agreement. For the purposes of this Paragraph a non-repayable unearned advance made to the Author pursuant to another agreement shall not be construed as being a sum due and owing, unless the Author is in default under such other agreement.

Law Applicable

22. This agreement shall be interpreted according to the law of the State of New York.

23. It is a condition of the rights granted hereby that the Publisher agrees that all copies of the work that are distributed to the public shall bear the copyright notice prescribed by the applicable copyright laws of the United States of America. The Author hereby appoints the Publisher as his attorney-in-fact in his name and in his stead to execute all documents for recording in the Copyright Office evidencing transfer of ownership in the exclusive rights granted to the Publisher hereunder.

Assignment

24. This agreement shall be binding upon the ~~Author, his heirs, assigns, successors, and assigns of the Author~~ successors and assigns of the Author, and upon the successors and assigns of the Publisher, but no assignment except to an affiliate of the Publisher, shall be binding on either of the parties without the written consent of the other.

Complete Agreement and Modification

25. This agreement constitutes the complete understanding of the parties. No modification or waiver of any provision shall be valid unless in writing and signed by both parties.

For Paragraphs 26 through 45, see Rider attached hereto and made a part hereof.  
The attached Insurance Rider is hereby made a part of this agreement.

Please Initial  
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IN WITNESS WHEREOF the parties have duly executed this agreement the day and year first above written.

RANDOM HOUSE, Inc.

In the presence of

By Don Eves  
The Publisher

In the presence of

GEMINI STAR PRODUCTIONS LTD.

Lawrence J. Irvine

By [Signature]  
President

AGREED WITH RESPECT TO PARAGRAPH 45

THE IRVING PAUL LAZAR AGENCY

1-75-2718206  
Tax Identification Number

By: [Signature]

1200 4-70



Rider to the agreement dated \_\_\_\_\_ between Random House, Inc. and Gemini Star Productions Ltd. for publication of two works of fiction provisionally entitled Work #1: UNTITLED NOVEL; and Work #2: UNTITLED NOVEL.

Rider to Paragraph 2: If, after one-half of the manuscript of a work is accepted by the Publisher, the Author is unable to deliver the full manuscript of such work in a timely manner due to a professional commitment for a motion picture, the delivery date for such full manuscript will be extended for a period of twelve (12) weeks.

26. The term "invoice price" as used in Paragraphs 10 and 15, means the price shown on the Publisher's invoices to its wholesaler and retailer customers from which the Publisher's wholesaler and retailer discounts are calculated. The difference between the jacket price and the invoice price will not exceed fifty cents or 5% of the invoice price, whichever is higher, without the Author's consent.

27. The two works shall be separately accounted and not cross-collateralized. The \$4,000,000.00 advance stipulated in Paragraph 9 shall be allocated \$2,000,000.00 to Work #1 and \$2,000,000.00 to Work #2. The first \$1,000,000.00 payment of the total advance stipulated in Paragraph 9 (allocated \$500,000.00 to each work) shall be paid upon signing hereof and shall not be repayable, provided the Author delivers one half of each respective manuscript, satisfactory to the Publisher, according to the dates specified in Paragraph 2 and each complete manuscript according to the dates specified in Paragraph 2 and in the opinion of the Publisher's legal counsel said work does not violate the common law or statutory copyright or the right of privacy of any person or contain libelous or obscene matter.

28. a. If the Author either i) does not deliver one-half the manuscript of Work #1 by September 1, 1991, or within 90 days thereafter, or ii) delivers said one-half manuscript in a timely manner but said one-half manuscript is not, in the Publisher's judgment, satisfactory, or iii) does not deliver the complete manuscript of Work #1 of 100,000-125,000 words by March 1, 1992, or within 90 days thereafter, or iv) if the Author delivers Work #1 in a timely manner but if in the opinion of the Publisher's legal counsel Work #1 violates the common law or statutory copyright or the right of privacy of any person or contains libelous or obscene matter, then the Publisher may terminate this agreement as to Work #1 by giving written notice whereupon the Author agrees to repay forthwith all monies advanced hereunder with respect to Work #1.

b. Notwithstanding the foregoing, if this agreement is terminated as to Work #1 pursuant to the provisions of 28.(a)(ii) or (iv) above, the Author's obligation to repay the amounts advanced hereunder shall be limited to repayment from proceeds from the sale or licensing by the Author of rights in the work of the kinds granted to the Publisher hereunder. In such event, the Author agrees to use his best efforts to license or sell the rights in the work. Upon such sale or license, the Author agrees to notify the Publisher concerning the financial terms of all agreements with others involving said rights and to pay over promptly all proceeds from the sale or license of such rights to the Publisher until such time as the amounts advanced hereunder have been repaid. To secure such repayment, the Author hereby assigns all of such proceeds to the Publisher and appoints the Publisher as his attorney-in-fact to execute and file all statements, notices, directions and other instruments that may be necessary or useful to perfect and preserve such security interest and to exercise and enforce its rights thereunder.

c. If the Author either i) does not deliver one-half the manuscript of Work #2 by March 1, 1993, or within 90 days thereafter, or ii) delivers said one-half manuscript in a timely manner but said one-half manuscript is not, in the Publisher's judgment, satisfactory, or iii) does not deliver the complete manuscript of Work #2 of 100,000-125,000 words by September 1, 1993 or within 90 days thereafter or iv) if the Author delivers Work #2 in a timely manner but if in the opinion of the Publisher's legal counsel Work #2 violates the common law or statutory copyright or the right of privacy of any person or contains libelous or obscene matter, then the Publisher may terminate this agreement with respect to Work #2 by giving written notice whereupon the Author agrees to repay forthwith the all monies advanced hereunder with respect to Work #2.

PLEASE  
INITIAL





Page 2 of the Rider to the agreement dated \_\_\_\_\_ between Random House, Inc. and Gemini Star Productions Ltd. for publication of two works of fiction provisionally entitled Work #1: UNTITLED NOVEL; and Work #2: UNTITLED NOVEL.

d. Notwithstanding the foregoing, if this agreement is terminated as to Work #2 pursuant to the provisions of 28.(c)(ii) or (iv) above, the Author's obligation to repay the amounts advanced hereunder shall be limited to repayment from proceeds from the sale or licensing by the Author of rights in the work of the kinds granted to the Publisher hereunder. In such event, the Author agrees to use his best efforts to license or sell the rights in the work. Upon such sale or license, the Author agrees to notify the Publisher concerning the financial terms of all agreements with others involving said rights and to pay over promptly all proceeds from the sale or license of such rights to the Publisher until such time as the amounts advanced hereunder have been repaid. To secure such repayment, the Author hereby assigns all of such proceeds to the Publisher and appoints the Publisher as his attorney-in-fact to execute and file all statements, notices, directions and other instruments that may be necessary or useful to perfect and preserve such security interest and to exercise and enforce its rights thereunder.

29. a. Subject to Paragraph 28, if the Author delivers one-half the manuscript of Work #1 in a timely manner and if the Publisher accepts said one-half manuscript, then the Publisher shall pay \$500,000.00 of the total advance payment upon acceptance of said one-half manuscript, and the Publisher will be required to pay the entire remaining portion of the \$2,000,000.00 advance for Work #1. The Publisher shall do so in accordance with the schedule set forth in Paragraph 30 or 31 below as appropriate.

b. Subject to Paragraph 28, if the Author delivers one-half the manuscript of Work #2 in a timely manner and if the Publisher accepts said one-half manuscript, then the Publisher shall pay \$500,000.00 of the total advance payment upon acceptance of said one-half manuscript, and the Publisher will be required to pay the entire remaining portion of the \$2,000,000.00 advance for Work #2. The Publisher shall do so in accordance with the schedule set forth in Paragraph 30 or 31 below as appropriate.

30. a. If the Author delivers the complete manuscript of Work #1 in a timely manner and if in the opinion of the Publisher's legal counsel Work #1 does not violate the common law or statutory copyright or the right of privacy of any person or contain libelous or obscene matter and if the Publisher publishes Work #1 then the balance of the advance for Work #1 shall be paid as follows:

\$500,000.00 on publication of the hardcover edition of Work #1 or within 12 months of acceptance of the complete and satisfactory manuscript, whichever is earlier;

\$500,000.00 on publication of the paperback edition of Work #1 but no earlier than one year after publication of the hardcover edition of Work #1.

b. If the Author delivers the complete manuscript of Work #2 in a timely manner and if in the opinion of the Publisher's legal counsel Work #2 does not violate the common law or statutory copyright or the right of privacy of any person or contain libelous or obscene matter and if the Publisher publishes Work #2 then the balance of the advance for Work #2 shall be paid as follows:

\$500,000.00 on publication of the hardcover edition of Work #2 or within 12 months of acceptance of the complete and satisfactory manuscript, whichever is earlier;

\$500,000.00 on publication of the paperback edition of Work #2 but no earlier than one year after publication of the hardcover edition of Work #2.

31. a. If the Author delivers a complete manuscript for Work #1 which is not acceptable to the Publisher for publication, but such manuscript is delivered in a timely manner and in the opinion of the Publisher's legal counsel Work #1 does not violate the common law or statutory copyright or the right of privacy of any person or contain libelous or obscene matter then the balance of the advance for Work #1 shall be paid as follows:

\$500,000.00 one year after delivery of the manuscript; and  
\$500,000.00 two years after delivery of the manuscript.

Payment of the entire advance pursuant to this subparagraph 31.a. does not constitute acceptance of the satisfactory manuscript for Work #1 and does not obligate the Publisher to publish Work #1.

PLEASE  
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Page 3 of the Rider to the agreement dated \_\_\_\_\_ between Random House, Inc. and Gemini Star Productions Ltd. for publication of two works of fiction provisionally entitled Work #1: UNTITLED NOVEL; and Work #2: UNTITLED NOVEL.

b. If the Author delivers a complete manuscript for Work #2 which is not acceptable to the Publisher for publication, but such manuscript is delivered in a timely manner and in the opinion of the Publisher's legal counsel Work #2 does not violate the common law or statutory copyright or the right of privacy of any person or contain libelous or obscene matter then the balance of the advance for Work #2 shall be paid as follows:

\$500,000.00 one year after delivery of the manuscript; and  
\$500,000.00 two years after delivery of the manuscript.

Payment of the entire advance pursuant to this subparagraph 31.a. does not constitute acceptance of the satisfactory manuscript for Work #2 and does not obligate the Publisher to publish Work #2.

32. Notwithstanding the provisions of Paragraph 28.a.iv. or 28.b.iv., and 30 and/or 31, if in the opinion of the Publisher's legal counsel Work #1 or Work #2 may violate the common law or statutory copyright or the right of privacy of any person or may contain libelous or obscene matter the Publisher shall notify the Author in writing of its objections and/or the passages for which the Publisher must see Author's documentation in order to determine whether said passages are legally acceptable, and the Author shall have 30 business days to alter said work in conformity with the Publisher's requests and/or provide documentation satisfactory to the Publisher of the passages Publisher has questioned.

33. In the case of each Work, until the entire advance paid or payable under Paragraph 9 has been earned out, all sums (net after deduction of Irving Paul Lazar Agency commissions, consisting of 15% of the total in the case of British rights and 20% in the case of translation rights) received by or for the Author from the sale, licensing or other exploitation of first serial, British and translation rights (including option payments) in such work shall be paid to the Publisher within thirty (30) days after such receipt by the Author and applied against said advance. The Author shall use its best efforts to exploit said rights and shall promptly furnish to the Publisher copies of all agreements, contracts and other commitments relating thereto. After the entire advance has been earned out the Author may retain all monies received from the exploitation of first serial, British and translation rights.

34. The Author represents that he has sold British publication rights in Work #1 to Random Century for an advance of \$1,500,000.00. Upon the Publisher's receipt of any of such money pursuant to Paragraph 33 above, the Publisher shall apply the first \$750,000.00 (minus the agent's commission of up to \$112,500.00) against the unearned advance for Work #1. The Publisher will deposit the second \$750,000.00 (minus agency commission) in an interest-bearing account.

In the event that this agreement is terminated as to Work #1 because one-half of the manuscript of Work #1 is not satisfactory to the Publisher, the Publisher will repay forthwith to the Author any portions of the Random Century advance it has received.

In the event that the Publisher accepts the first half of the manuscript of Work #2, the Publisher will remove any portions of the Random Century advance held in the interest-bearing account and apply said sums (less interest) against the unearned advance for Work #2. The Publisher will withdraw and remit to the Author any interest that has accrued on such amounts upon the Author's written request (less 10% agency commission, which shall be paid to the agent simultaneously). In the event that this agreement is terminated as to Work #2, any moneys in the interest-bearing account shall be removed and repaid to the Author.

The author agrees that no more than \$112,500.00 of Irving Paul Lazar Agency commissions due on the \$1,500,000.00 Random Century advance will be deducted from the first \$750,000.00 paid by Random Century.

35. The Author represents that he has sold British publication rights in Work #2 for an advance of \$600,000.00. All monies received by the Publisher pursuant to Paragraph 33 from the licensing of rights in Work #2 shall be applied only against the unearned advance for Work #2.

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Page 4 of the Rider to the agreement dated \_\_\_\_\_ between Random House, Inc. and Gemini Star Productions Ltd. for publication of two works of fiction provisionally entitled Work #1: UNTITLED NOVEL; and Work #2: UNTITLED NOVEL.

36. In the case of each Work, no royalties shall be paid until the entire advances paid and payable pursuant to Paragraph 9, 27, 29, 30 and 31 for said Work have been recouped by the Publisher.

37. All audio and video rights are expressly reserved by the Author.

38. Upon termination of this agreement all rights shall revert to the Author subject to any licenses previously granted and subject to the Publisher's right to dispose of any copies previously printed.

39. It is understood and agreed that Work #1 shall be jointly edited by Joni Evans or her designee in the United States and by Rosie Cheetham or her designee in the United Kingdom.

40. In respect of the hardcover edition of the work, the Author shall have approval, not to be unreasonably withheld, of jacket and cover design, text and copy, title of the work, and of all photographs, biographic material and likeness used on the jacket or cover or used for publicity or advertising.

41. Any and all consents or approvals required of the Author under this agreement shall be in writing or given orally and subsequently confirmed in writing.

42. All abbreviated versions, abridgements, excerpts and condensations of the work shall require the Author's consent with respect to editorial content. Such consent shall not be unreasonably withheld.

43. The Author represents that Joan Collins has agreed that she will personally perform promotional and publicity activities for a period of two weeks at the time of hardcover publication and two weeks at the time of paperback publication of each Work. Schedules for such activities shall be mutually agreed upon by the Author and the Publisher. The Publisher shall be responsible for payment of the expense of the tour for Joan Collins and a companion including first class air fares and hotel expenses for travel outside Joan Collins' area of residence, and for all meal and transportation expenses in connection with the tour. It is acknowledged that the Author's promise that Joan Collins will personally perform the foregoing promotional and publicity activities has been a material inducement to the Publisher to enter into this agreement and constitutes an essential part of the consideration provided to the Publisher hereunder.

44. All notices and statements, and 90% of all royalties due the Author pursuant to Paragraph 10 of this agreement shall be sent to the Author c/o Larry Turner, 9200 Sunset Blvd., Suite 701, Los Angeles, CA 90060, whose receipt will be a full and sufficient discharge of the Publisher's obligations.

45. All accountings shall be made to Irving Paul Lazar Agency, 120 El Camino Drive, Suite 108, Beverly Hills, CA 90212 ("Author's Agent") whose receipt will be a full and sufficient discharge of the Publisher's obligation. The Author's Agent is fully empowered by the Author to act in connection with all matters arising pursuant to this agreement. It is agreed between the Author and the Author's Agent that the Author hereby irrevocably assigns to Author's Agent, as an agency coupled with an interest, ten percent (10%) of any and all monies due or to become due to the Author pursuant to this agreement. This 10% assignment does not refer to the agent's share of monies earned from the sale of British and translation rights in the works, which are or will be covered by separate agreements.

PLEASE  
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Page 5 of the Rider to the agreement dated \_\_\_\_\_ between Random House, Inc. and Gemini Star Productions Ltd. for publication of two works of fiction provisionally entitled Work #1: UNTITLED NOVEL; and Work #2: UNTITLED NOVEL.

Publisher shall pay directly to Author's Agent ten percent (10%) of all advances and royalties due Author pursuant to this agreement, and Author agrees that he will not make any claim against the Publisher by reason of Publisher's making such payments. The remaining ninety percent (90%) of all advances and royalties due pursuant to this agreement shall be paid in accordance with Paragraph 44 above. The Author's Agent's ten percent (10%) commission with respect to the \$2,000,000.00 advance payable hereunder with respect to each Work shall be paid as follows: \$50,000.00 upon the Author's Agent's written request; and \$150,000.00 upon acceptance of one-half the manuscript. The Irving Paul Lazar Agency acknowledges that such payments of the agent's commission constitute a portion of the total advance to the Author for each work hereunder and, to the extent that such advance may become repayable, are repayable to the Publisher by the Irving Paul Lazar Agency.

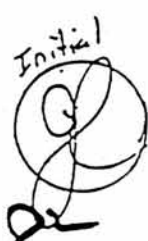
For services rendered and to be rendered, it is agreed between the Author and the Agent that the Author does hereby irrevocably assign and transfer to said Agent and said Agent shall obtain a sum equal to ten percent (10%) as an agency coupled with an interest out of all gross payments made to the Author from the disposition of motion picture rights, allied motion picture rights, television rights, radio rights and dramatic rights.

For services rendered and to be rendered, it is agreed between the Author and the Agent that the Author does hereby irrevocably assign and transfer to said Agent and said Agent shall obtain a sum equal to fifteen percent (15%) as an agency coupled with an interest out of all gross payments made to the Author from the disposition of British Commonwealth rights and twenty percent (20%) as an agency coupled with an interest out of all gross payments made to the Author from the disposition of foreign translation rights.

AGREED WITH RESPECT TO PARAGRAPH 45:

THE IRVING PAUL LAZAR AGENCY

By: 

Initial  




Insurance Rider  
To Publishing Agreement  
Dated \_\_\_\_\_

Between Gemini Star Productions Ltd. and Random House, Inc.

\* \* \*

The Publisher agrees to include the Author as an additional insured under the Author Protection Endorsement to its Media Special Perils Policy (the Policy) issued by Safeco Corporation (the Insurer), and to pay the premium for the Policy, subject to the following:

1. The Author will be an additional insured only in respect of the work under the publishing agreement referenced above (the Work).

2. The limits of liability are \$5,000,000 each occurrence and \$5,000,000 annual aggregate. The \$5,000,000 annual aggregate limit applies to all named insureds and additional insureds.

3. The deductible is \$100,000 each occurrence. The first \$40,000 of such deductible will be shared equally by the Publisher and the Author and the Publisher will absorb the balance of the deductible, except as follows:

(a) If a claim (other than a claim for copyright infringement) to which the deductible relates results in an adverse judgment, or a settlement involving the payment of money damages to the claimant, the entire deductible will be shared equally by the Publisher and the Author.

(b) If a claim to which the deductible relates is for copyright infringement and results in an adverse judgment, or a settlement involving the payment of money damages to the claimant or discontinuance of publication of the Work, the entire deductible will be absorbed by the Author.

The Author will reimburse the Publisher promptly from time-to-time for the Author's share of any costs within the deductible.

4. The coverage is for loss, in excess of the deductible and within the limits of liability, because of liability resulting from claims for:

- (a) Libel, slander or other forms of defamation;
- (b) Invasion or infringement of the right of privacy or publicity;
- (c) Infringement of copyright, title or slogan, and unfair competition in connection therewith;
- (d) Plagiarism, piracy, misappropriation of ideas under implied contract, or other misappropriation of property right;
- (e) Errors or omissions

arising out of the publication of the Work by Publisher or its licensees, subject to all of the terms and conditions of the Policy, if the Work is published during 1990. If the Work is published after 1990 and the Publisher has in effect an insurance policy that includes an endorsement permitting the inclusion of authors as additional insureds, the Publisher will include the Author as an additional insured thereunder on the same terms that the Publisher then is extending such coverage generally to all of the Publisher's authors.

(Adult Trade - 1990)

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5. The coverage includes the Author's liability to Publisher under Paragraph 4.b. of the above referenced contract that results from claims described in paragraph 4, above, in excess of the deductible and within the limits of liability. The Author acknowledges that such limits of liability may effectively be decreased or exhausted as a result of occurrences during a year that are related to other works and other additional insureds and that the Author's liability to the Publisher in excess of such coverage is not affected hereby.

6. Paragraph 4.b. of the above referenced contract is amended as follows:

(a) In the second line after "defend" insert ", and to settle,"

(b) Delete (b)(ii) in its entirety.

7. The coverage includes the cost of defense of claims described in paragraph 4, above, subject to the deductible and the limits of liability. The Publisher and the Author will be represented by counsel selected by the Publisher; provided, however, that if the Publisher notifies the Author at any time that such dual representation, in the Publisher's judgment, might present a conflict of interests, the Insurer shall select and retain separate counsel to represent the Author, in which case the cost of such separate defense will be included with other costs of defense. If the Author is not so required to have separate counsel but elects to do so, the entire cost associated therewith will be borne by the Author.

PLEASE  
INITIAL 