

EXHIBIT A

The following expenditures come under the umbrella of research and production expenses to be reimbursed to Niven from Jones' share of the advance for the book tentatively entitled UNTITLED AUTOBIOGRAPHY OF JAMES EARL JONES by James Earl Jones and Penelope Niven:

Travel: ground and air transportation, lodging, meals and tips.

Telephone expenses: telephone conferences with Jones and interviews which originate from Niven's telephone, *as well as telephone expenses incurred in relation to the work*

Postage for book related matters.

Reproductions: reproduction of photographs for book, as well as xeroxing, photocopying and other required duplication of materials for the book, *including fax*

Tapes: blank cassette tapes, tape duplication and transcription. *and other tape supplies*

Typing of manuscript, index, permission letters and other typing and clerical assistance as needed.

Books, videotapes and other research materials.

Inter-library loan fees.

Supplies: paper, typing cartridges file folders, computer supplies and other office supplies.

Film and film developing.

Preparation of index.

Other items as mutually agreed upon in advance by Jones and Niven, i.e. occasional equipment rental, entertaining interviewees, travel for parties other than Jones and Niven when such travel is essential for the work, etc.

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Film and film developing.

Preparation of index.

Other items as mutually agreed upon in advance by Jones and Niven, i.e. occasional equipment rental, entertaining interviewees, travel for parties other than Jones and Niven when such travel is essential for the work, etc.

a

Agreement made _____, 1989 between James Earl Jones ("Jones") 263 West End Avenue, Apt 6G, New York, NY 10023, and Penelope Ellen Niven ("Niven") Preston Villa 169, 17601 Preston Rd., Dallas, TX 75252. The parties are about to collaborate on a book tentatively entitled UNTITLED AUTOBIOGRAPHY OF JAMES EARL JONES (the "Work"), and are desirous of establishing all their rights and obligations in and to said Work. Jones and Niven will both be Authors as per the Macmillan Publishing Company agreement of June 27, 1989. Now, therefore, in consideration of the execution of this Agreement, and the undertakings of the parties as hereinafter set forth, it is agreed as follows:

I. OWNERSHIP OF WORK

The parties understand and agree that the manuscript and all other materials prepared in the production of the Work as well as the final Work itself and any copyrights thereto, shall be the sole and exclusive property of Jones and Niven who will co-own the copyright. Any personal property of Jones including but not limited to photographs, press materials and/or playbills shall remain the property of Jones. The parties shall cause creative credit to be given to each of them in the book and in all publicity for it, substantially as follows: "Written by James Earl Jones and Penelope Niven." All publishing agreements and other arrangements will be signed by Jones and Niven, and each party will be entitled to receive a copy of all contracts, arrangements, royalty statements and other pertinent correspondence when issued.

It is understood that the contract dated August 31, 1987 between Horatio Productions and Macmillan Publishing Company ("Publisher") for the rights to publish the Work has been revised in a new agreement with Publisher dated June 27, 1989, to include Niven as co-author.

II. DIVISION OF RESPONSIBILITIES FOR PREPARATION OF THE WORK:

A. Responsibilities of Jones

1. Inform Niven on a regular basis of his professional schedule.
2. Give Niven complete access to his personal archives and photographs and be available for personal interviews.
3. Be available to consult with Niven on matters concerning the conducting of research, the structure of the book, the names of other persons to be interviewed, etc., at Niven's request and subject to his professional availability.
4. Read and verbally respond in a timely manner to chapters submitted by Niven.

B. Responsibilities of Niven

1. Conduct research using archival material and photographs supplied by Jones and public records, i.e. press clippings, reviews, etc.
2. Conduct interviews with Jones and other persons.

3. Propose narrative structure(s) to Jones for his final selection.
4. Produce written materials which, in style and content, are professionally competent and fit for publication. Each chapter will be presented to Jones for his evaluation and approval.
5. Maintain an accurate record of research expenses. See Exhibit A.

C. Responsibilities of Jones and Niven

Jones and Niven will be jointly responsible for meeting publisher's deadlines in a timely manner.

D. Approval of Manuscript

Final approval of all written material and any other matter for inclusion in the Work (including the final choice of title, illustrations, and the like) shall rest with Jones and Niven.

E. Settlement of Creative Dispute

If either Author finds the other's work unsatisfactory on a continuing basis, she/he will issue a written complaint to the co-author citing the basis for dissatisfaction. The co-author may, within 60 days after receipt of that notice, submit changes. If no changes are submitted, or if the changes do not reasonably cure the specified deficiencies, both parties agree to consult with Publisher's designated editor to reconcile their differences.

F. Joint Work

Jones agrees to use reasonable efforts in the creation and completion of the Work, it being understood that his participation is subject to his professional availability. Nothing herein contained shall be construed to create a partnership between the parties. Their relationship shall be one of collaboration on a single, interdependent joint work.

III. WARRANTIES AND INDEMNITIES

Each party represents and warrants to the other that as to each of that party's contributions: (i) the contributing party is the sole or co-author of his/her contribution, owns all the rights in it granted hereunder, free of liens or encumbrances, and has full power to execute and perform this Agreement without violating any contractual or other rights of any third party; (ii) the contribution does not infringe statutory copyrights or common law literary rights of others, and to the contributing party's knowledge, does not violate the rights of privacy or publicity of, or libel, other persons; and (iii) the contribution, to the contributing party's knowledge, is accurate and not misleading when due consideration is given to the contributing party's point of view with reference to the subject being addressed.

Each contributing party agrees to indemnify and hold harmless the other party against any liability, loss, damage, cost of expense (including reasonable attorneys' fees) paid or incurred as a result of any breach

or claim of breach of any of the contributing party's representations or warranties of the indemnifying party under this Agreement. The indemnifying party may, at his or her election, defend such suit or claim with counsel of his or her own choosing, at his or her own expense; but the other parties may participate with counsel of their own choosing and at their own expense. In the event that any party to this Agreement brings a claim or action to preserve collective rights in the Work, said party shall give the other party an opportunity to participate in said claim or action, with all participating parties to share proportionately in the cost and benefits resulting therefrom. Any party who declines to so participate and share expenses, will be precluded from sharing in any benefit or recovery.

IV. DISTRIBUTION OF ADVANCE MONIES FROM PUBLISHER

A. All monies or other things of value whatsoever, received from any publisher as an advance payment or other royalty for creation of the Work shall be distributed as follows:

1) According to the agency agreement executed between Jones and the Lucy Kroll Agency dated January 23, 1989 and agreement executed between Niven and the Lucy Kroll Agency dated May 8, 1989, the Lucy Kroll Agency ("Agent") will receive ten percent (10%) of any such advances or royalties as the Agent's commission;

2) As per the revised publishing contract with Publisher, the advance is \$165,000 divided as follows: \$65,000 for Niven and \$100,000 for Jones. Jones acknowledges receipt of \$50,000 on signing agreement dated August 31, 1987 and \$12,500 on signing agreement dated June 27, 1989. Niven acknowledges receipt of \$32,500 upon signing of the revised publishing contract.

Upon acceptance of the first half of the manuscript, Jones will receive \$12,500 and Niven will receive \$16,250.

Upon acceptance of final manuscript, Jones will receive \$25,000 and Niven will receive \$16,250.

3) Jones and Niven agree that Niven's out of pocket research expenses shall be paid from Jones' share of the advance. Niven agrees to maintain an accurate record of expenditures and any expenses that exceed \$1,000 shall be authorized by Jones' accountant with approval from Jones.

4) If the publisher rejects the final manuscript of the Work and if any advance theretofor paid by the publisher becomes repayable to the publisher in whole or in part at any time, such repayment to the publisher shall be repaid from first proceeds as per the contract.

V. DIVISION OF ROYALTIES AFTER PUBLICATION OF THE WORK

It is understood and agreed by the parties that any royalties resulting from publication of the Work will initially go to reimburse the publisher for the monies advanced to the parties under the publication contract. After such reimbursement has been accomplished, all further

*Specify
figure?
in form
Jones'
accountant*

royalties from publication of the Work and all subsidiary and other spin-off rights directly related to the Work (including but not limited to paperback rights, translations, derivative works, magazine serializations, book clubs, motion picture rights, television rights, stage rights, audio and video cassette tapes, and computer software), for the life of all relevant copyrights, shall be distributed as follows:

(1) The Agent will receive the appropriate commission of the gross total of such amounts as defined in the agency agreements executed between Jones and the Lucy Kroll Agency dated January 23, 1989 and Niven and the Lucy Kroll Agency dated May 8, 1989.

(2) Jones and Niven will each receive 45% of the remainder of such amounts after deducting the appropriate Agent's commission, and after the advance has been paid back to the Publisher.

The foregoing notwithstanding, Jones shall be free, without any financial obligation hereunder to endorse products lecture and make personal appearances that may be due to or connected with the subject matter of the Work. In the event that Jones is unable to make such product endorsements, lectures, or personal appearances due or connected with the subject matter of the Work, then Niven shall be offered such opportunities before any other third party. Any revenues derived therefrom shall belong exclusively to the party earning it.

VI. DEATH OR DISABILITY TO TERMINATE CONTRACT

A. Except as provided in Sections VI. B and C below, if Jones or Niven die, the survivor shall have the rights, but not any obligation, to complete the Work if not already complete; to make changes to the text previously prepared; to negotiate for, contract and agree to changes in agreements either for publication of the Work or for disposition of any of the subsidiary or spinoff rights in the Work; and generally to act with regard thereto as though the survivors had a power of attorney, except for the following:

(1) the name of the decedent shall appear as co-author or writer, as the case may be, and (2) the executor or legally designated representative of the estate of the decedent shall be kept advised of such matters, furnished with a copy of all agreements, and paid the decedent's share of any proceeds to which the decedent may be entitled.

B. If Jones should die or become disabled before the completion of the Work, Jones or his executor or legally designated representative shall designate a third party to complete the manuscript in collaboration with Niven.

C. If Niven should die or become disabled before the completion of all her duties hereunder, Jones, in consultation with Publisher's designated editor, shall have the right to designate a third party to complete the manuscript in collaboration with Jones. Niven shall be entitled to keep all payments received or accrued prior to her death or disability, and her estate shall be entitled to receive any payment to which she would be entitled if she were still living for work performed pursuant hereto

prior to her death or disability after deducting any payments made to any third party to complete Niven's duties hereunder. If Niven should die after the completion of all her duties hereunder, her estate shall be entitled to receive any payment to which she would have been entitled if she were still living for work performed pursuant hereto prior to her death.

VII. SEVERABILITY OF PROVISIONS CONTRARY TO PUBLIC POLICY

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be contrary to public policy and unenforceable or in conflict with any law of the state where made, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be unenforceable.

VIII. WAIVERS, AGENCY, HEADINGS AND GOVERNING LAW

The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion will not be construed a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other or any other term of this Agreement. All waivers must be in writing. No party will be considered as, or hold itself out to act for or bind the other parties in any dealings with a third party. The headings in this Agreement are solely for convenience of reference and will not affect its interpretation. This Agreement will be governed by and construed in accordance with the internal substantive laws of the State of New York.

IX. INSTRUMENT AS ENTIRE AGREEMENT

This instrument contains the entire agreement among the parties relating to its subject matter, and no statements, promises, or inducements made by any of the parties or their agents that are not contained in this written Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered orally.

X. EFFECT OF AGREEMENT

This Agreement shall inure to the benefit and be binding on the heirs, executors, administrators, assignees, and successors of the respective parties hereto. All references to "Jones" and "Niven" in this Agreement, and all references to "the parties" in this Agreement, shall be deemed to refer to them jointly and severally.

XI. NOTICES

All notices under this Agreement will be in writing and will be considered given when personally delivered or mailed by prepaid certified or registered mail, return receipt requested to the parties at the respective addresses stated at the beginning of this Agreement (or at such other address as a party may specify by notice given to the other).

XII. ARBITRATION CLAUSE

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in New York, New York, in accordance with the rules, then obtaining, of the American Arbitration Association, and judgement upon the award rendered may be entered in any court of the Forum having jurisdiction thereof.

In witness whereof the parties have executed this Agreement as of the date first above written.

James Earl Jones

Penelope Ellen Niven

ROSENMAN & COLIN

575 MADISON AVENUE, NEW YORK, NY 10022-2585

TELEPHONE (212) 940-8800
CABLE ROCOKAY NEWYORK
TELECOPIER (212) 940-8776
(212) 935-0679
TELEX 427571 ROSCOL (ITT)
971520 RCFLC NYK (W. U.)

SAMUEL I. ROSENMAN (1)
RALPH F. COLIN (1800-)

WASHINGTON OFFICE
1300 19TH STREET
WASHINGTON, D. C.
TELEPHONE (202) 4

MAURICE C. GREEN
(212) 940-8837

*Barbara -
For your information -
Penny*

June 28, 1989

Ms. Cynthia Bailie
Copyrights and Permissions Department
Harcourt Brace Jovanovich, Inc.
Orlando, Florida 32887

Re: Sandburg: A Biography by Penelope Niven

Dear Ms. Bailie:

Pursuant to our recent telephone discussion, I am writing you with respect to the Carl Sandburg biography written by Penelope Niven which was "authorized" and encouraged by the Trustees of the Carl Sandburg Family Trust (as you know, Judge Parker and I are the Co-Trustees). Ms. Niven has done a prodigious amount of research over a period of many years and the result is unquestionably the definitive work on the life of Carl Sandburg.

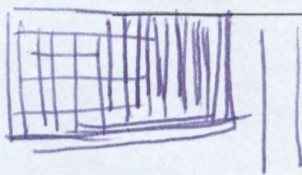
The Trustees have determined not to impose any permission fee with respect to the quotations from unpublished properties owned by the Trust. We feel that the publication of this work will result in a renaissance of interest in Carl Sandburg and a resultant increase in the sale of his books. I would suggest that HBJ adopt the same approach.

I have reviewed the ms. (which has yet to be corrected, revised and edited) and I have no hesitation in predicting that it will be acclaimed as a literary success. Whether it will have the same commercial acceptance, remains to be seen.

The ms. consists of approximately 35,000 lines of which 1,727 lines are quotations from unpublished sources and 3,497 lines are quotations from works still in print published by Harcourt Brace and Henry Holt. At present there are over 7,000 lines of quotations from all sources, of which I would estimate (guess is probably more accurate) 66-75% may well fall within the "fair use" principle and do not require permission.

Given all of the circumstances, I trust HBJ will agree with the Trust's position with respect to this work. In any event, after

PENELOPE NIVEN



Preston Villa 169
17601 Preston Road
Dallas, Texas 75252
214-407-9219

1

Lucy - Maurice
- Maurice keep

Wolper deal -

Allan Langford
TV Pro Co

- Horton / Angela Lansbury

Bernie Weintraub

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Bernie
Weintraub
agent

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money ?

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385-8401

GILKARSON

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Hereby known as the "Authors"
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**P.E.N. will write an biography*

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they both Jones and Niven (Authors)
desirous of establishing all their rights and obligations in and to said Work. Now, therefore, in consideration of the execution of this Agreement, and the undertakings of the parties as hereinafter set forth, it is agreed as follows:

I. OWNERSHIP OF WORK

The parties understand and agree that the manuscript and all other materials prepared in the production of the Work as well as the final Work itself and any copyrights thereto, shall be the sole and exclusive property of Jones and Niven who will co-own the copyright until such time as the Work goes out of print and/or the rights revert back to owners. At such time Jones and Niven agree that the copyright shall be transferred to and in the name of ^(together) James Earl Jones. However, any personal property of Jones including but not limited to photographs, press materials and/or playbills shall remain the property of Jones. The parties shall cause creative credit to be given to each of them in the book and in all publicity for it, substantially as follows: "Written by James Earl Jones and Penelope Niven." All publishing agreements and other [?] [arrangements] will be signed by Jones and Niven, and each party will be entitled to receive a copy of all contracts, arrangements, royalty statements and other pertinent correspondence when issued. *why? why?*

It is understood that the contract dated August 31, 1987 between Horatio Productions and Macmillan Publishing Company ("Publisher") for the rights to publish the Work will be revised to include Niven as collaborator and/or co-author. *to only*

rch ~~The revised agreement is dated~~ *June 27, 1989-*
II. DIVISION OF RESPONSIBILITIES FOR PREPARATION OF THE WORK:

A. Responsibilities of Jones

1. Inform Niven on a regular basis of his professional schedule.
2. Give Niven complete access to his personal archives and photographs.
3. Be available to consult with Niven on matters concerning the conducting of research, the structure of the book, etc., at Niven's request and subject to his professional availability.
4. Read and verbally respond in a timely manner to chapters submitted by Niven. *Index*

Interviews - His and others

*Timely review
or processing by his
staff of research
experts*

B. Responsibilities of Niven

1. Conduct research using archival material and photographs supplied by Jones and public records, i.e. press clippings, reviews, etc.
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4. Produce written materials which, in style and content, are professionally competent and fit for publication. Each chapter will be presented to Jones for his evaluation, ~~and approval~~ *and approval*
5. Maintain an accurate record of research expenses. *and approval*

C. Responsibilities of Jones and Niven

Jones and Niven will be jointly responsible for meeting publisher's deadlines in a timely manner.

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Final approval of all written material and any other matter for inclusion in the Work (including the final choice of title, illustrations, and the like) shall rest ~~exclusively~~ with Jones *and Niven*.

E. Settlement of Creative Dispute

either Author
If Jones ~~finds~~ *the others* Niven's work unsatisfactory on a continuing basis, he ~~will~~ *the others* issue a written complaint ~~to her~~ *to the author* citing the basis for dissatisfaction. ~~Niven~~ *the author* may, within 60 days after receipt of that notice, submit changes. If no changes are submitted, or if the changes do not reasonably cure the specified deficiencies, both parties agree to consult with editor to reconcile their differences.

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III. WARRANTIES AND INDEMNITIES

Each party represents and warrants to the other that as to each of that party's contributions: (i) the contributing party is the sole or co-author of his/her contribution, owns all the rights in it granted hereunder, free of liens or encumbrances,

and has full power to execute and perform this Agreement without violating any contractual or other rights of any third party; (ii) the contribution does not infringe statutory copyrights or common law literary rights of others, and to the contributing party's knowledge, does not violate the rights of privacy or publicity of, or libel, other persons; and (iii) the contribution, to the contributing party's knowledge, is accurate and not misleading when due consideration is given to the contributing party's point of view with reference to the subject being addressed.

Each contributing party agrees to indemnify and hold harmless the other party against any liability, loss, damage, cost of expense (including reasonable attorneys' fees) paid or incurred as a result of any breach or claim of breach of any of the contributing party's representations or warranties of the indemnifying party under this Agreement. The indemnifying party may, at his or her election, defend such suit or claim with counsel of his or her own choosing, at his or her own expense; but the other parties may participate with counsel of their own choosing and at their own expense. In the event that any party to this Agreement brings a claim or action to preserve collective rights in the Work, said party shall give the other party an opportunity to participate in said claim or action, with all participating parties to share proportionately in the cost and benefits resulting therefrom. Any party who declines to so participate and share expenses, will be precluded from sharing in any benefit or recovery.

IV. DISTRIBUTION OF ADVANCE MONIES FROM PUBLISHER

A. All monies or other things of value whatsoever, received from any publisher as an advance payment or other royalty for creation of the Work shall be distributed as follows:

1) According to the agency agreement executed between Jones and the Lucy Kroll Agency dated January 23, 1989 and agreement executed between Niven and the Lucy Kroll Agency dated May 8, 1989, the Lucy Kroll Agency ("Agent") will receive ten percent (10%) of any such advances or royalties as the Agent's commission;

2) As per the revised publishing contract with Publisher, the advance shall be \$175,000 divided as follows: \$75,000 for Niven and \$100,000 for Jones. Jones acknowledges receipt of \$50,000. Niven shall be paid \$37,500 upon signing of the revised publishing contract. 32,500

Upon acceptance of the first half of the manuscript, Jones will receive \$25,000 and Niven will receive \$18,750.

Upon acceptance of final manuscript, Jones will receive \$25,000 and Niven will receive \$18,750.

12,500
22,250

16,250

165/75

Correct figure

3) Jones and Niven agree to ~~share equally~~ in Niven's out of pocket research expenses. Jones' share of research expenses, ~~not to exceed \$25,000.~~ *I thought res. exp. would come out of advance*

4) If the publisher rejects the final manuscript of the Work and if any advance theretofor paid by the publisher becomes repayable to the publisher in whole or in part at any time, such repayment to the publisher shall be repaid from first proceeds as per the contract.

V. DIVISION OF ROYALTIES AFTER PUBLICATION OF THE WORK

It is understood and agreed by the parties that any royalties resulting from publication of the Work will initially go to reimburse the publisher for the monies advanced to the parties under the publication contract. After such reimbursement has been accomplished, all further royalties from publication of the Work and all subsidiary and other spin-off rights directly related to the Work (including but not limited to paperback rights, translations, derivative works, magazine serializations, book clubs, motion picture rights, television rights, stage rights, audio and video cassette tapes, and computer software), for the life of all relevant copyrights, shall be distributed as follows:

(1) The Agent will receive the appropriate commission of the gross total of such amounts as defined in the agency agreements executed between Jones and the Lucy Kroll Agency dated January 23, 1989 and Niven and the Lucy Kroll Agency dated May 8, 1989.

(2) Jones and Niven will each receive 45% of the remainder of such amounts after deducting the appropriate Agent's commission, and after the advance has been paid back to the Publisher.

The foregoing notwithstanding, Jones shall be free, without any financial obligation hereunder to endorse products, lecture and make personal appearances that may be due to or connected with the subject matter of the Work. In the event that Jones is unable to make such product endorsements, lectures, or personal appearances due or connected with the subject matter of the Work, then Niven shall be offered such opportunities before any other third party. Any revenues derived therefrom shall belong exclusively to the party earning it.

VI. Any expenses incurred by Niven or Jones in connection with the Work which are not reimbursable under the publishers agreement, shall be shared equally between Jones and Niven. It is understood that whereas Niven will be incurring the bulk of expenses related to the research of the Work, Jones' share of research expenses shall not exceed \$25,000.

VII. DEATH OR DISABILITY TO TERMINATE CONTRACT

A. Except as provided in Sections VII. B and C below, if Jones or Niven die, the survivor shall have the rights, but not any obligation, to complete the Work if not already complete; to make changes to the text previously prepared; to negotiate for, contract and agree to changes in agreements either for publication of the Work or for disposition of any of the subsidiary or spinoff rights in the Work; and generally to act with regard thereto as though the survivors, had a power of attorney, except that

(1) the name of the decedent shall appear as co-author or writer, as the case may be, and (2) the executor or legally designated representative of the estate of the decedent shall be kept advised of such matters, furnished with a copy of all agreements, and paid the decedent's share of any proceeds to which the decedent may be entitled.

B. If Jones should die or become disabled before the completion of the Work, Jones shall designate a successor to complete the manuscript.

C. If Niven should die or become disabled before the completion of all her duties hereunder, she shall be entitled to keep all payments received or accrued prior to her death or disability, and her estate shall be entitled to receive any payment to which she would be entitled if she were still living for work performed pursuant hereto prior to her death or disability after deducting any payments made to any third party to complete Niven's duties hereunder. If Niven should die after the completion of all her duties hereunder, her estate shall be entitled to receive any payment to which she would have been entitled if she were still living for work performed pursuant hereto prior to her death.

VIII. SEVERABILITY OF PROVISIONS CONTRARY TO PUBLIC POLICY

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be contrary to public policy and unenforceable or in conflict with any law of the state where made, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be unenforceable.

IX. WAIVERS, AGENCY, HEADINGS AND GOVERNING LAW

The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion will not be construed a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other or any other

term of this Agreement. All waivers must be in writing. No party will be considered as, or hold itself out to act for or bind the other parties in any dealings with a third party. The headings in this Agreement are solely for convenience of reference and will not affect its interpretation. This Agreement will be governed by and construed in accordance with the internal substantive laws of the State of New York.

X. INSTRUMENT AS ENTIRE AGREEMENT

This instrument contains the entire agreement among the parties relating to its subject matter, and no statements, promises, or inducements made by any of the parties or their agents that are not contained in this written Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered orally.

XI. EFFECT OF AGREEMENT

This Agreement shall inure to the benefit and be binding on the heirs, executors, administrators, assignees, and successors of the respective parties hereto. All references to "Jones" and "Niven" in this Agreement, and all references to "the parties" in this Agreement, shall be deemed to refer to them jointly and severally.

XII. NOTICES

All notices under this Agreement will be in writing and will be considered given when personally delivered or mailed by prepaid certified or registered mail, return receipt requested to the parties at the respective addresses stated at the beginning of this Agreement (or at such other address as a party may specify by notice given to the other).

XIII. ARBITRATION CLAUSE

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in New York, New York, in accordance with the rules, then obtaining, of the American Arbitration Association, and judgement upon the award rendered may be entered in any court of the Forum having jurisdiction thereof.

In witness whereof the parties have executed this Agreement as of the date first above written.

James Earl Jones

Penelope ~~McJunkin~~ Niven
Ellen

Adel
division of and
procedure on expenses

- galley

CHARLES SCRIBNER'S SONS



PUBLISHERS

866 THIRD AVENUE

NEW YORK, NEW YORK 10022

June 27, 1989

Horatio Productions, Inc.
c/o Lucy Kroll Agency
390 West End Avenue
New York, NY 10024

Ms. Penelope Niven
c/o Lucy Kroll Agency
390 West End Avenue
New York, NY 10024

Dear Sir and Ms. Niven:

Reference is made to the agreement dated August 31, 1987 (the "Agreement") between Horatio Productions, Inc. (the "Author") and Macmillan Publishing Company (the "Publisher") for a work entitled UNTITLED AUTOBIOGRAPHY OF JAMES EARL JONES (the "Work").

The following, when signed by the parties hereto, will constitute an amendment and modification of the Agreement.

1. Penelope Niven ("Niven") is hereby made a party to the Agreement as an author. Horatio Productions, Inc. ("Horatio") and Niven are hereinafter jointly the "Author".
2. Niven will be bound by all the terms, conditions, obligations, warranties and other provisions of the Agreement as a party thereto as fully as if she were an original signatory thereto; and Niven will be entitled to all rights of Author under the Agreement as well as being bound by all of Author's duties and obligations.
3. Lucy Kroll Agency will be the Agent for Niven as well as for Horatio, as provided in paragraph 21. of the Agreement.
4. The number of words specified in paragraph 2.a) of the Agreement is hereby changed to "80,000-90,000".

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5. Paragraph 2.b) of the Agreement is hereby deleted in its entirety and the following is substituted in its place and stead:

Except as otherwise disclosed by Author to Publisher prior to the execution of this Agreement, Author agrees that the Work will be Author's next published Work. Author will deliver to Publisher on or before February 1, 1991 ("Due Date"), time being of the essence, two cleanly typed double-spaced copies of the manuscript of the Work, all in form and content satisfactory to Publisher and complete and ready for the copyeditor, along with all illustrations, photographs, charts and any other necessary material, all in a form suitable for reproduction. Author will submit, at a mutually agreed upon date, all necessary permissions, releases, licenses and consents. Niven will arrange for all necessary permissions, releases, licenses and consents for photographs and illustrations included within the Work, and the Publisher hereby agrees to pay for such costs. If requested by Publisher, Author shall prepare and deliver to Publisher, within fourteen days after Publisher's request therefor, a legibly typewritten index. If the Author does not prepare the index or if the index is not satisfactory, then Publisher may have the index prepared at Author's expense, and charge the cost thereof to Author's royalty account as a reduction of royalties payable. Author will review the manuscript and work with Publisher's Editor in the preparation of the final manuscript of the Work. Publisher agrees that Robert Stewart will be Publisher's Editor.

6. Paragraph 2.c) of the Agreement is hereby deleted in its entirety and the following is substituted in its place and stead:

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Author and Publisher's Editor will cooperate with Publisher so that the Work is completed by the Due Date of February 1, 1991, time being of the essence, and that two cleanly typed doubled-spaced copies of the manuscript of the Work are delivered to Publisher, in form and content satisfactory to Publisher and complete and ready for the copyeditor.

7. Paragraph 2.d)1)(i) of the Agreement is hereby deleted in its entirety and the following is substituted in its place and stead:

If Author does not deliver the complete manuscript of the Work to Publisher within thirty days after the Due Date, or at another date as may have been agreed to by Editor-in-Chief or Officer of Publisher in writing, then upon Publisher's written notification thereof, Author will repay to Publisher all amounts paid to Author under this Agreement. If the Work is delivered but deemed unsatisfactory, then upon Publisher's written notification thereof, Author will repay to Publisher all amounts paid to Author under this Agreement from the first and any proceeds of a sale of the Work, or a substantially similar work, to another party or publisher (~~regardless of whether or not the Work has been resold~~). If the advance offered by such other party or parties is less than the sum to be repaid hereunder,* the Publisher shall in good faith consider accepting such advance** and making arrangements with the Author on a mutually agreeable basis for the repayment of the balance of such sums. Author hereby assigns to Publisher the right to receive all sums due to Author from any subsequent sale or other exploitation of the said Work, limited to the total amounts paid to Author under this Agreement. Upon repayment in full, Publisher will return to Author all rights granted herein.

* or if the Work has not been resold,

** or if the book is not resold, shall make

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8. Paragraph 2.d)2) of the Agreement is hereby deleted in its entirety.

9. Paragraph 3. of the Agreement is hereby deleted in its entirety and the following is substituted in its place and stead:

Advance

Publisher shall pay to Author as an advance against all monies accruing to Author under this Agreement the sum of One Hundred and Sixty-Five Thousand Dollars (\$165,000), which shall be paid as follows: Fifty Thousand Dollars (\$50,000), prior receipt whereof is hereby acknowledged by Horatio; Thirty-Two Thousand Five Hundred Dollars (\$32,500) to Niven on the signing of this letter of agreement; Sixteen Thousand Two Hundred and Fifty Dollars (\$16,250) to Niven on the acceptance by Publisher of a satisfactory one-half (1/2) of the manuscript of the Work; Sixteen Thousand Two Hundred and Fifty Dollars (\$16,250) to Niven on the acceptance by Publisher of a complete and satisfactory manuscript of the Work; Twelve Thousand Five Hundred Dollars (\$12,500) to Horatio on the signing of this letter of agreement; Twelve Thousand Five Hundred Dollars (\$12,500) to Horatio on the acceptance by Publisher of a satisfactory one-half (1/2) of the manuscript of the Work; and Twenty-Five Thousand Dollars (\$25,000) to Horatio on the acceptance by Publisher of a complete and satisfactory manuscript of the Work.

10. Paragraph 8. of the Agreement is hereby deleted in its entirety and the following is substituted in its place and stead:

Publisher shall register the Work for copyright in the names of James Earl Jones and Penelope Niven.

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11. Paragraph 22.b) of the Agreement is hereby deleted in its entirety and the following is substituted in its place and stead:

This Agreement constitutes the complete understanding of the parties. No modification, waiver, or extension of any provision hereof shall be valid unless in writing and signed by both parties and no waiver shall be deemed a continuing one.

12. The following paragraphs are hereby added to the Agreement as paragraphs 22.f), g), h) and i):

f) Since First Serial rights are retained by Author, Author agrees to notify Publisher promptly of any arrangement made for publication of the Work in whole or in part in any language, including English, which would precede book publication in the United States. Author further agrees to consult with Publisher before licensing First Serial rights.

g) It is understood and agreed that Electronic Reproduction rights have been retained by Author, and Author or Author's agent may sell such rights but shall not permit the licensee to exercise such rights until twelve (12) months after Publisher's initial hardcover publication.

h) If the Work hereunder is a nonfiction work, then, during the term of this Agreement, Author agrees not to publish or authorize publication of any other work covering substantially the same subject matter as the Work which would be directly competitive to the Work and likely to detract from, impair or frustrate Publisher's sales of the Work or Publisher's ability to exercise in full its rights in and to the Work.

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i) James Earl Jones agrees to undertake a promotional tour on behalf of the Work for a period of two (2) weeks at the time of the publication of the Work.

13. Schedule A Escrow Agreement and Exhibit A To Escrow Agreement are hereby deleted from the Agreement in their entirety.

Except to the extent of the foregoing, the Agreement is hereby ratified and confirmed.

Please sign and return all copies of this letter. A copy signed for the Publisher will be sent to each of you for your records.

Agreed to and accepted by: Sincerely yours,

For Horatio Productions, Inc. Robert Stewart
Editor

CHARLES SCRIBNER'S SONS

Penelope Niven

By _____
Robert Stewart
Publisher and Editor-in-Chief

MACMILLAN PUBLISHING COMPANY,
A DIVISION OF MACMILLAN, INC.

By _____
Barry Lippman
President and Publisher
Adult Trade Division