

AGREEMENT

This Agreement made as of July 25, 1997, between Jakov Sedlar / The Croatian Embassy ("Purchaser") at 369 Lexington Ave., New York, NY 10017 and Joe Tripician c/o Co-Directions, Inc., at 560 West 43rd Street Suite #8K, New York, NY 10036 ("Author").

WHEREAS, Purchaser desires to have a work, part biography and part interview, written about President Franjo Tudjman (hereinafter referred to as the "Work"); and Purchaser and Author desire to have the Work published; the parties hereto agree as follows:

1. Author shall write the Work and Purchaser shall provide Author with any such data, access and information as may be required to write the Work. Purchaser shall grant Author access to pertinent documents, where available and will use its best efforts to secure interviews with President Tudjman, and President Tudjman's former and present colleagues and aides, for a length, time, and place to be mutually determined.

2. Author shall write the Work on a non-exclusive basis.

3. Author shall have creative control and Author shall deliver to the Purchaser on or before December 1, 1997, one copy of the manuscript of the Work. Author shall not be responsible for delays caused by any wars, civil riots, strikes, fires, Governmental restrictions, material shortages, or other similar or dissimilar circumstances beyond his control, and in the event of the occurrence of any such circumstance the delivery date shall be deemed extended until the next Spring or Fall season immediately succeeding the removal of such delay.

4. Author hereby grants to Purchaser, during the full term of the copyright of the Work, the sole and exclusive Right to publish and sell the Work in book form, and to license others to do so.

5. All copyrights, renewals, and extensions thereof, in and to the material contained in the Work, shall be secured by Author and held in his name, as the sole and exclusive author and proprietor thereof, and the characters and characterizations therein, in all languages, forms, and media now or hereafter known. The foregoing shall include all literary rights, copyrights, and all intangible property rights of any kind or nature in any written or oral material prepared for or by, or made available to, Author in connection with the Work and all intangible property rights in any tape-recording made pursuant thereto. Any materials used in connection with the Work that are not incorporated into the Work shall be the sole property of the Purchaser.

6. The Purchaser shall, within one year from the date on which the Work is

camera ready for the press, publish, or cause to be published, the Work, at Purchaser's own expense. If Purchaser does not publish or cause to be published the Work within one year of the date of delivery, then all rights shall revert to the Author and this Agreement shall terminate.

7. Nothing in this Agreement shall cause Author, at any time, to return payments already due according to the payment schedule in Paragraph 8 below.

8. In consideration of the Right granted herein, Purchaser shall pay Author in the following manner:

a. ADVANCE: Purchaser shall pay Author the guaranteed sum of forty thousand (\$40,000) United States dollars to be paid according to the following schedule. (i) \$30,000 no later than July 29, 1997. (ii) \$10,000 upon delivery of the final manuscript.

b. ROYALTIES: Purchaser shall pay or cause the Publisher to pay Author the non-recoupable sum of 15% of the retail price for every copy of the Work sold.

All payments are to be wire transferred to Joe Tripician, c/o Co-Directions, Inc. to the following account:

Chase Manhattan Bank
1501 Broadway
New York, New York 10022
Account #: [REDACTED]
Routing #: [REDACTED]

9. The Purchaser will provide the Author with semiannual statements of sales of the Work and receipts as of June 30 and December 1 of each year and will forward such statements, with remittances in accordance with this Agreement, within three months after those dates. If subsequent to one year from the publication date, no earnings have been payable to the Author hereunder during two consecutive accounting periods, then and in such event, the Author may demand in writing at any time thereafter the reassignment to himself of all rights granted to the Purchaser. If the Author shall make any such demand, the Purchaser has six months during which to make arrangements for reprinting or other use of the Work or may submit other evidence of anticipated earnings from the Work, and upon the submission of satisfactory evidence of to such effect this Agreement shall continue in full force and effect as if no such demand had been made; but if at the expiration of such six months period the Purchaser shall not have made any such arrangement or submitted such evidence, all rights revert to the Author.

10. The sole authorship credit for the Work on the cover, jacket, title page, and any other place where authorship credit is customarily included on a book, in any and all media, and on advertising and promotion in which the Work is used or

licensed shall be as follows: "Written by Joe Tripician"; however, Purchaser agrees that Author shall have the right to use a pseudonym or withhold use of his name if Author so desires. This provision applies to all editions of the Work published by any publisher and to all editions of the Work or portions of the Work licensed for publication by any publisher and any license or purchaser of any of the subsidiary rights.

11. Purchaser warrants that it is free to enter into this Agreement, and that insofar as material created or supplied by Purchaser is concerned, Purchaser warrants that this material is original, that it does not contain any libelous or unlawful matter, and that it does not invade any right to privacy nor infringe any statutory or common law copyright. Purchaser agrees to hold Author harmless from any and against all claims of libel or of copyright infringement or of invasion of privacy or similar rights arising out of material created by Purchaser in the Work.

12. This Agreement shall be governed and interpreted as a contract negotiated and executed under the laws of the State of New York. The parties hereto hereby consent to the jurisdiction of the Supreme Court of New York State, County of New York for any disputes arising out of this Agreement.

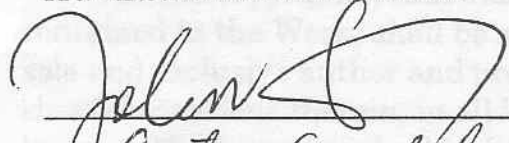
13. This Agreement shall be binding and shall inure to the benefit of the heirs and personal representatives of the Author and the successors and assigns of the Purchaser. The Purchaser may not assign this Agreement without prior written consent of the Author.


14. This Agreement contains the complete understanding of the parties hereto, and no modification or waiver of any provision hereof shall be valid unless in writing signed by the parties.

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

AGREED AND ACCEPTED

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By: Cynthia Conulebe


Joe Tripician

Its: Conul

Date: 7/28/97