



AGREEMENT made this 23rd day of August , 1988, between Marion Zimmer Bradley, Julian May, and Andre Norton, c/o Scott Meredith Literary Agency, 845 3rd Avenue, New York, NY 10022 (hereinafter referred to as the "Author"), and DOUBLEDAY, a division of Bantam Doubleday Dell Publishing Group, Inc. of New York, New York 10103 (hereinafter referred to as "Doubleday");

WITNESSETH

WHEREAS the parties hereto are desirous respectively of having published and of publishing a certain Work (hereinafter referred to as the "Work") provisionally entitled:

**THE BLACK TRILLIUM**

in consideration of the mutual promises hereinafter set forth, the parties do agree as follows:

1. The Work. The Author shall deliver to Doubleday a new and original fiction manuscript to comprise a Work containing approximately 150,000 words.

Said work shall be a major fantasy novel about three princesses who, when their kingdom is conquered, each go on a quest to retrieve magic talismans that will enable them to win back their land.

2. Grant of Rights. The Author hereby grants to Doubleday, during the full term of copyright in each country where protected and any extension and renewal thereof, the exclusive license to publish and sell any and all editions of said Work, in whole or in part, throughout the United States of America, its territories and dependencies, Canada, the Philippine Islands; all other territories, excluding the British Commonwealth, being an open market for copies produced in the English language.

3. (a) Delivery and Acceptance of Manuscript. Two (2) complete copies of the Work (original and clean copy) and related materials, as described in Clause 1 above shall be delivered to Doubleday no later than August 1, 1989. ~~Prior to the delivery of the final Work Author shall deliver progress materials as follows.~~

(i) In the event of the failure of the Author to deliver the final Work and related materials by its due date, the Author, upon written demand by Doubleday, shall return all sums paid to the Author by Doubleday hereunder and this agreement shall be deemed terminated, it being understood, however, that the Author may not thereafter submit the Work to any publisher before offering it to Doubleday under the terms herein contained.

(ii) If the manuscript of the Work is not sufficiently legible, the Author shall have fifteen (15) days in which to deliver a retyped manuscript. Upon the Author's failure to do so, Doubleday shall have the right to have the Work retyped at the Author's expense.

(iii) If the published form of the Work is to contain illustrations, an appendix, a bibliography, or other supplementary matter, the Author shall furnish these in finished and reproducible form to Doubleday at the time of the delivery of the completed manuscript; if the Author shall fail to do so, Doubleday may supply them at the Author's expense.

(iv) It is understood and agreed that the Author shall deliver to Doubleday two (2) photographs of himself/herself which shall be of acceptable quality to Doubleday, such photographs to be delivered at time of delivery of the completed manuscript.

(v) If permission from others is required for publication of any material contained in the Work, including any visual material, or for the exercise of any other right conferred by this agreement (including the right to promote the Work), the Author shall obtain such permissions at Author's own expense and submit them, in form satisfactory to Doubleday, with the completed Work. Such permissions shall permit the exercise by Doubleday and its sublicensees of all rights licensed herein in all territories licensed herein.

(vi) Doubleday shall have the right to commission the preparation of an index, reasonable to the size and scope of the Work, at the expense of the Author unless the Author indicates, at the time of delivery of the completed Work, that Author will be able to provide such index itself within a mutually agreeable time period following its receipt of page proofs.

(vii) Any sums the Author may owe Doubleday by reason of this subclause 3(a) may be deducted from the next portion of the advance payable to the Author pursuant to Clause 7; if the total advance has already been paid, however, any such sums may be billed to the Author directly. Notwithstanding the foregoing, in order to cover the cost of preparing an index, as specified in (v) above, Doubleday shall have the right to withhold up to Seven Hundred and Fifty Dollars (\$750) from the final portion of the advance, with the understanding that at the time of completion of the index, the Author shall be billed for or paid the difference between the actual cost of the index and the amount withheld.

(b) Doubleday will convey to the Author its comments concerning the acceptability of the Work or any portion thereof delivered in accordance with subclause 3(a) or the need for revisions within ninety (90) days of its receipt of the completed Work or any portion thereof. In the event Doubleday concludes that the Work or any portion thereof is unacceptable but could be revised to Doubleday's satisfaction in a timely fashion, Doubleday and the Author shall agree on an appropriate period of time for the revision process. Should Doubleday conclude that the Work or any portion thereof as first submitted cannot be revised to its satisfaction within a timely period or should Doubleday find the revised Work or any portion thereof unacceptable for any reason, Doubleday may reject it. Upon rejection of the manuscript the manuscript, the Author shall retain Sixteen Thousand Seven Hundred Dollars (\$16,700) and all other monies paid to the Author shall be returned to Doubleday and Doubleday shall not be obligated to make any further payment hereunder. Thereafter the Author may grant the rights to the Work to another publisher subject to the Author's obligation to repay Doubleday the retained sum out of first monies received from such other publisher for the work, and except for such repayment obligation, this agreement shall be deemed terminated.

(c) In the event Doubleday finds that publication of the Work may lead to legal liability, and the author fails to make it legally acceptable to Doubleday's attorneys within sixty (60) days of Doubleday's request, the Author shall return all monies paid whereupon this agreement shall be deemed terminated. If Doubleday finds the Work is legally acceptable for publication in the United States but changes are advisable for publication elsewhere, and/or if Doubleday's attorneys deem changes to be advisable at any time subsequent to the first publication, the Author shall make such changes or shall permit Doubleday to make such changes. Notwithstanding anything contained in this agreement to the contrary, in no event shall Doubleday be obligated to publish or authorize publication of a work which in the judgment of its attorneys may lead to legal liability.

4. Preparation for Publication. Following Doubleday's acceptance of the completed Work, the Author shall continue to be available to Doubleday for the purposes of making any required revisions, to approve the copyedited Work, and to read, correct, and return promptly all galley proofs and dummies. The cost of the Author's alterations, in type or plates, other than those due to printer's errors, in excess of ten per cent (10%) of the cost of composition, shall be paid by the Author. The Author shall be entitled to see the typesetter's bill for such charges. Upon Doubleday's reasonable request, in order to keep the Work topical, the Author shall revise/update the work from time to time following first publication.

5. Publication. Doubleday may publish the Work in such territories, formats, style, and manner, including cover presentation and price, as it deems best suited to the sale thereof. The final title shall be subject to mutual agreement between Doubleday and the Author. Provided the Author has delivered an acceptable Work in accordance with the terms of Clause 3 herein, Doubleday shall publish or cause publication of the Work within eighteen (18) months of its acceptance of the completed Work and related work, as described in clause 1 above. If it has not done so, other than for reasons beyond its control; such as strikes, wars, government restrictions, or Acts of God, or because of a business decision made in consultation with the Author, then the Author shall have as sole remedy ~~either of the following options: (i) Upon written notice to Doubleday, the Author may grant the rights to the Work to another publisher subject to the Author's obligation to repay Doubleday all sums advanced hereunder out of first monies received from such other publisher for the Work, or (ii) The Author may grant Doubleday an extension of six (6) months from the date of Doubleday's receipt of written notice in which to publish the Work, with the understanding that if Doubleday should fail to do so within such additional six-month period, the Author may grant the rights to the Work to another publisher without further obligation to Doubleday.~~

6. Copyright. Doubleday acknowledges that this grant of rights is conditioned upon its obligation to register copyright in the Work in accordance with the United States Copyright Act of 1976 and the Universal Copyright Convention. Doubleday shall arrange for the sale of the Work in Canada simultaneously with the first sale in the U.S. The Author shall cooperate with Doubleday and sign such documents as may be required to obtain full copyright benefits, including, by way of example, renewal rights or a short form document of transfer for recordation in the Copyright Office. Notice and registration of the copyright claim shall be in the following name: Marion Zimmer Bradley, Julian May, Andre Norton.

7. Advance. Subject to the provisions of this agreement, Doubleday shall pay to the Author as a non-returnable advance against all monies accruing to the Author under this agreement, the total sum of **Three Hundred Thousand Dollars (\$300,000)** according to the following schedule: **One Hundred Thousand Dollars (\$100,000)** upon receipt of this signed Agreement;

**One Hundred Thousand Dollars (\$100,000)** upon acceptance of the manuscript, complete and satisfactory to Doubleday;

**One Hundred Thousand Dollars (\$100,000)** upon publication.  
**SEE RIDER PAGE**

8. Royalties. Royalties on Doubleday's editions of the Work shall be based upon net retail sales less a reasonable reserve for returnable copies, at the following rates:

(a) Hardcover. (i) On copies of a hardcover edition sold in the U.S., except as described in subparagraphs (h) through (n) below: 10% of the U.S. cover price on the first 5,000; 12½% on the next 5,000; and 15% thereafter.

~~(ii) On copies of a hardcover edition sold in the British Home Market (defined as the United Kingdom, Republic of Ireland, and the Channel Islands), except as described in (h) through (n) below: 10% of the U.K. cover price.~~

(b) Trade Paperback. (i) On copies of a trade paperback edition sold in the U.S., except as described in (h) through (n) below: ~~6% of the U.S. cover price~~ on terms to be mutually agreed upon.

~~(ii) On copies of a trade paperback edition sold in the British Home Market, except as described in (h) through (n) below: 6% of the U.K. cover price.~~

(c) Mass-Market Paperback. (i) On copies of a mass-market paperback edition sold in the U.S., except as described in (h) through (n) below: 10% of the U.S. cover price.

~~(ii) On copies of a mass market paperback edition sold in the British Home market, except as described in (h) through (n) below: 7½% of the U.K. cover price.~~

(d) On all copies of any edition sold in Canada, except as described in (h) through (n) below: two-thirds of the prevailing U.S. rate for that edition based on cover price of such editions.

~~(e) On all copies of any edition sold in Australia and New Zealand, except as described in (h) through (n) below: two-thirds of the prevailing U.K. rate for that edition based on cover price of such edition.~~

(f) On all copies of any edition sold in foreign countries other than those specified above, except as described in (h) through (n) below: 10% of the amount received by Doubleday.

(g) On all copies of a calendar based on the Work, except as described in (h) through (n) below: 4% of cover price.

(h) On all copies of any edition sold for distribution to American military bases outside of the U.S.: 10% of the amount received by Doubleday.



(i) On all copies of any paperback edition sold at a discount of 60% or more except as set forth below and on all copies of the hardcover edition or calendar sold at a discount of 55% or more except as set forth below: 10% of the amount received by Doubleday.

(j) On all copies of the Work sold as a lower priced edition at a price not greater than two-thirds of the printed cover price: 10% of the amount received by Doubleday.

(k) On all copies of any edition sold for premium use: 5% of the amount received by Doubleday.

(l) On all copies of any edition sold through mail order: 5% of the amount received by Doubleday.

(m) On all copies of any edition sold to book clubs or book fairs supplying the educational market: 6% of the amount received by Doubleday

(n) On all copies of any edition sold to an adult book club on a royalty inclusive basis: 10% of the amount received by Doubleday.

(o) On all copies of a large-type edition of the Work sold in the U.S.: 5% of the cover price on the first 5,000 copies sold, and 7½% of the cover price on all copies sold thereafter with respect to a hardcover edition of the work and 5% with respect to a paperback edition of the Work; and on copies of a large-type edition sold in foreign countries, by direct response, or in bulk quantities: one-half of the rate specified above.

~~(p) On all copies sold through traditional retail channels of any audio cassette developed from the Work: 7% of the amount received by Doubleday; on copies sold through special markets such as mail order and premium: one-half of the regular audio cassette rate.~~

(q) On all copies sold of any omnibus volume containing the Work and other works by the Author: 8% of the amount received by Doubleday.

No royalties shall be paid on copies given away for review, advertising, sample, sales promotions, or like purposes, or on portions of the Work appearing as previews in other books published by Doubleday or on portions of the Work used or sublicensed for advertising or publicity without compensation.

9. Subsidiary Rights. Doubleday is further granted the exclusive right to sublicense publication rights in the Work and such other rights specified in this agreement in the territories licensed herein upon such terms as it deems advisable. The net proceeds of such sale or licenses shall be divided as set forth below and paid (less the amount of any advances then unearned) at the time of the next accounting.

	<u>Doubleday's Share</u>	<u>Author's Share</u>
<del>First Serial (use of serializations, condensations, excerpts, digests, etc., in newspapers, magazines or other periodicals before publication of the Work in book form in the relevant territory).</del>	<del>10%</del>	<del>90%</del>
Second Serial (use of serializations, condensations, excerpts, digests, etc., in newspapers, magazines, other periodicals or books after publication of the Work in book form in the relevant territory.)	50%	50%
Permissions	50%	50%
Book Club	50%	50%
Storage, retrieval, microfilm, microfiche, other forms of non-dramatic electronic reproduction now existing or which may in the future come into existence; non-dramatic readings of the Work, in whole or in part.	50%	50%
<del>British Hardcover and/or Paperback (which may include the right of such licensee to sublicense ancillary rights in that market).</del>	<del>25%</del>	<del>75%</del>
<del>Translation (which may include the right of such licensee to sublicense ancillary rights in that market).</del>	<del>25%</del>	<del>75%</del>
<del>Mass-market paperback</del>	<del>50%</del>	<del>50%</del>
Other Book Publication (including, but not limited to, hardcover, trade paperback in any size or format, large-type editions, mail order, calendar, and book fair licenses).	50%	50%
<del>Electronic Publishing (such as computer software, audio and video cassettes).</del>	<del>50%</del>	<del>50%</del>
<del>Commercial and Merchandising (derivative products such as the use of a title or character for greeting cards or clothing).</del>	<del>50%</del>	<del>50%</del>
<del>Performance (television, radio, dramatic, motion picture rights and allied merchandising rights derived therefrom).</del>	<del>10%</del>	<del>90%</del>

In the event Doubleday exercises any of the rights specified above itself in lieu of sublicensing same, the royalty rates where not otherwise stipulated in Clause 8 above, shall be subject to agreement between the parties.

In the event the Author has retained any rights in the Work which Doubleday has the capacity to exercise itself, the Author shall give Doubleday the right of first refusal for the separate acquisition of such rights before licensing such rights elsewhere.

10. Remainders. If, one year after publication of the Work, in the opinion of Doubleday the continued sale of the Work shall cease to be profitable, Doubleday may dispose of any copies remaining on hand as "remainders" at any price it may see fit. The royalty payable on all copies sold as "remainders" shall be ten per cent (10%) of the amount received less manufacturing cost, not to exceed any other royalty rate set forth herein. Doubleday shall notify the Author prior to such remaindering and shall offer the Author the opportunity to purchase copies of the Work at the remainder price; any inadvertant failure by Doubleday to do so, however, shall not be deemed a breach of this agreement.

11. Author Copies. Upon Doubleday's publication it shall give <sup>thirty</sup> ~~ten~~ (30) free copies of its edition of the Work to the Author. Should the Author desire any more copies for personal use they shall be supplied at one-half ( $\frac{1}{2}$ ) the retail price. Such copies shall not be resold. The Author will be billed for these copies and payment shall be made prior to shipping unless Doubleday elects to charge this amount to the Author's royalty account, provided said account has sufficient excess royalties accrued over and above the advance paid to the Author to pay for such charges.

12. Statements of Account. Doubleday shall render a statement of account semi-annually as of the 30th day of June and the 31st day of December for all six-month periods during which copies are sold, shall send such statements, together with payment of the amount due thereon, within four (4) months thereafter. If the Author has received any overpayment or is otherwise indebted to Doubleday, Doubleday may deduct the same from any sum due or to become due to the Author under this Agreement. If in any six-month period the total payment due is less than Ten Dollars (\$10), Doubleday may defer rendering a statement and payment until such time as Ten Dollars (\$10) or more are due.

The Author or its duly authorized representative shall have the right, upon reasonable written notice, to examine the Books and records of Doubleday insofar as they relate to the Work, provided such examination is at Author's own expense, is conducted during usual business hours, and occurs no more than twice a year.

13. Warranties and Indemnifications. (a) The Author warrants (i) that it is the sole Author of the Work; that it is the sole owner of all rights granted to Doubleday; that it has not previously assigned, pledged or otherwise encumbered the same; that it has the full power to enter into this agreement and to receive the payments specified hereunder; that the Work does not contain any unlawful matter; and (ii) that the Work is original, has not been published before, and is not in the public domain; that it does not contain any libelous matter, does not invade any rights of privacy nor infringe upon any statutory or common law copyright and that any recipe, formula, or instruction contained in the Work is accurate and is not injurious to the user.

(b) In the event of any claim, action or proceeding ("Claims") based on an alleged violation of any of these warranties, Doubleday shall have the right to defend the same through the counsel of its own choosing and the Author shall indemnify Doubleday and any seller or licensee of rights in the Work against any damages or losses incurred, as well as against the cost of defending any Claims, which if sustained, would constitute a breach of these warranties.

(c) Doubleday shall include the Author as an "insured" in such publishing liability insurance as is in effect at the time of publication of the Work. Doubleday shall look to the proceeds of any such Author insurance covering the representations and warranties of subclause 13 (a) (ii), subject to the terms and conditions of the policy and as set forth below, for payment of sums that may become due from the Author by reason of such indemnification undertaken by the Author: (i) the Author shall not be responsible for any premiums due under said policy; (ii) the Author shall be an additional named insured only with respect to the Work or Works which are the subject of this agreement; (iii) coverage is for loss under the Policy for amounts in excess of the deductible but not greater than the Policy limits; and (iv) the Author shall be responsible for the deductible as follows: In the event of loss due to any Claims for libel or any violation of any rights of privacy, ten per cent (10%) of the total advance under this agreement; and in the event of loss due to Claims for infringement of any common law proprietary right or any statutory copyright or any claim, suit, or action, twenty per cent (20%) of the total advance under this agreement.

(d) If any Claims are instituted, Doubleday shall promptly notify the Author, who shall fully cooperate with Doubleday in the defense thereof, and Doubleday may, in addition to any other remedies, withhold payments due the Author under this agreement to cover the Author's indemnity obligations under this Clause 13. The Author's failure to cooperate with Doubleday in the defense of any Claims shall be deemed a breach of this agreement and could result in the loss of the insurance coverage extended hereunder. The Author's warranties and indemnifications shall survive the termination of this agreement.

14. Competitive Works. (i) The Author will not, without Doubleday's prior written consent, publish or authorize publication by anyone other than Doubleday of any edition or adaptation or abridgement or condensation of the Work, or of any derivative work (including, but not limited to, any dramatic play, screenplay, television script, novelization, or photonovel) based on the Work or bearing a like title; (ii) if the Author has licensed any territories to Doubleday on a non-exclusive basis, the Author shall not license or otherwise permit the publication of any other English language edition of the Work in such non-exclusive territories earlier than one (1) month following the date of first publication of Doubleday's edition of the Work in the same format (e.g., hardcover, trade paperback, mass-market paperback); (iii) if the Author has retained audio rights, the Author will not authorize publication of an audio cassette version of the Work earlier than six (6) months following the first paperback publication of the Work; (iv) if the Author has retained first serial rights, the Author will not license such rights without Doubleday's prior written approval for the purposes of coordinating publication of the Work; (v) if the Work is one of non-fiction, the Author will not publish or authorize publication of any similar material in book, article, or pamphlet form that is likely to conflict with the sale of the Work; and (vi) if the Work is one of fiction, the Author will not publish or authorize publication of any new novel within six (6) months of first publication of the work.



15. Author's Obligations. The Work will be the Author's next work (whether under the Author's own name or in collaboration with anyone or otherwise) and the Author will not undertake to write another work for publication in book form before delivery to Doubleday of the final Work and related work (including any visual or supplementary material) in accordance with Paragraph 3 (a) hereunder.

16. Original Work. The Author shall retain an original copy of the Work and Doubleday shall not be responsible for the loss of or damage to the Work or any such materials supplied by the Author except in the event of Doubleday's affirmative negligence. Doubleday shall, upon the Author's written request, made within the first three (3) months after first publication hereunder, return the original Work and any original visual material supplied by the Author, with the understanding, however, that the Author shall be obligated to make said visual material available to Doubleday or its sublicensees if required. Doubleday shall not be required to retain the original Work or visual material at any time thereafter.

17. Inserts, Back-of-Book Advertising. With respect to the hardcover edition of the Work, Doubleday shall only publish a listing of Authors titles. With respect to the softcover edition of the Work, Doubleday may publish its own "house ads" and excerpts from other works published by Doubleday (which Doubleday may elect to include in any edition of the Work published by Doubleday or any affiliated company) as "previews" for promotional purposes. Other advertisements will not be inserted or printed in any edition of the Work without the Author's prior written consent, such consent not to be unreasonably withheld or delayed.

18. Option. Doubleday has the exclusive option to acquire the same rights as have been granted in this agreement to the next full-length work to be written by the Author. Doubleday shall be entitled to a period of sixty (60) days after submission of the **detailed outline** for the said next Work in which to make an offer for that Work, during which time the Author agrees not to solicit any third party offers, directly or indirectly. If Doubleday indicates to the Author that it intends to acquire the said next work but the Author and Doubleday are unable to reach an agreement as to terms during a reasonable period of negotiation, the Author shall be free to submit the next work elsewhere, ~~but the Author may not accept an offer from any other publisher on terms equal to or less favorable than those offered by Doubleday.~~ Anything herein to the contrary notwithstanding, Doubleday shall not be required to consider the Author's next work until sixty (60) days following delivery and acceptance of the full and complete Work for the Work which is the subject of this agreement.

19. Out-of-Print. If after the expiration of five (5) years from the date of Doubleday's first publication of the Work, Doubleday's edition is out-of-print Author may request reversion of rights in writing. If within six (6) months of such request Doubleday does not agree to bring out a new printing within six (6) months thereafter or has not entered into a sublicense for a new printing or has not indicated to the Author that it intends to reissue the Work on a specific date either as part of a continuity program for the Author or to coincide with publication of another work in the same series, and/or

should Doubleday thereafter fail to bring out a new printing or enter into a sublicense for a new printing within the agreed upon period of time after having advised the Author of its intent to do so, then, provided the Author is not indebted to Doubleday for any sum owing to it excluding any unearned advance, upon written notice this agreement shall terminate. For the purposes of this paragraph, the Work shall be considered in print if it is on sale by Doubleday or if a contract for its publication by a sublicensee of Doubleday is outstanding.

20. Governing Law. Regardless of the place of its actual execution, delivery and performance, this agreement shall be treated as though executed within the State of New York, and shall be governed by the laws and statutes thereof.

21. Assignment. This agreement shall be binding upon the assigns, heirs, executors, or administrators of the Author and upon the successors and assigns of Doubleday but no assignment shall be binding upon either of the parties without the written consent of the other, except that Doubleday shall have the right to authorize or sublicense publication or use of the Work throughout the territories granted hereunder to its parent or any subsidiary or affiliated company, or to any company which acquires all or substantially all of its business.

22. SEE BELOW

~~22. Agency. All statements and sums of money due and payable to the Author under this agreement shall be rendered and paid to the Author's agent (the "Agent") Scott Meredith Literary Agency of 845 Third Avenue, New York, NY 10022 who is hereby authorized to collect and receive such monies and the Author declares that the receipt thereof shall be a good and valid discharge in respect thereof and the said Agent is hereby empowered to act in the Author's behalf in all matters arising out of this agreement.~~

23. Full Agreement. This agreement contains the following additional clauses: 24-25 which clauses together with the foregoing constitute the full understanding of the parties and no modification thereof shall be binding unless in writing and signed by both parties.

22. Agency. The Author does hereby appoint Scott Meredith Literary Agency, Inc., 845 Third Ave., New York, NY 10022, irrevocably as the Author's Agent in all matters pertaining to or arising out of this Agreement or related Agreements, and authorizes irrevocably that all sums of money due the Author under this Agreement or related agreements shall be paid to and in the name of said Agent, whose receipt therefor shall constitute a good and valid discharge of all such indebtedness. The Author does also hereby assign and transfer to Scott Meredith Literary Agency, Inc., which shall retain, a sum equal to 10 % (ten per cent), plus any monies advanced to or disbursements made on behalf of Author by said Agent, out of all monies due and payable to and for the account of the Author under this Agreement or related Agreements.

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

AUTHOR

AUTHOR

*Julian May*  
Julian May

*Marion Zimmer Bradley*  
Marion Zimmer Bradley

*Andre Norton*  
Andre Norton

DOUBLEDAY

*Nancy Evans*  
Nancy Evans  
President and Publisher

PAYEE'S TAX I.D. / SOCIAL SECURITY NUMBER

\_\_\_\_\_

JULIAN MAY- ~~XXXXXXXXXXXXXXXX~~  
ANDRE NORTON ~~XXXXXXXXXXXXXXXX~~  
Marion Zimmer Bradley ~~XXXXXXXXXXXXXXXX~~

AUTHOR'S CITIZENSHIP:

\_\_\_\_\_

JULIAN MAY- U.S.A.  
ANDRE NORTON, U.S.A.  
Marion Zimmer Bradley, U.S.A.

RIDER BETWEEN DOUBLEDAY AND MARION ZIMMER BRADLEY, JULIAN MAY AND ANDRE NORTON, DATED AUGUST 23, 1988.

RE: THE BLACK TRILLIUM

PARAGRAPH 24

If, at the close of any of the first three (3) royalty accounting periods, the Author's share of revenues from the sale of the hardcover edition of the work shall have exceeded Two Hundred Thousand Dollars (\$200,000) in the aggregate, net of any reasonable reserve for returns then held, Doubleday shall pay the Author an additional advance against all monies accruing to the Author hereunder of Fifty Thousand Dollars (\$50,000).

PARAGRAPH 25

The Author warrants that Marion Zimmer, Julian May and Andre Norton have entered into a collaboration agreement which specifically provides that they accept joint and several responsibility for the performance of this contract. In the event anything prevents collaboration between the parties prior to Doubleday's acceptance of the final and complete manuscript, it is understood that Doubleday shall have the right to terminate this Agreement, to receive payment from either Marion Zimmer, Julian May or Andre Norton or all parties of all monies heretofore paid, and to enter into an agreement with either party as an individual.



CLAIM BY AN INDIVIDUAL WHO IS A RESIDENT OF THE UNITED STATES TO RELIEF FROM UNITED KINGDOM INCOME TAX ON INTEREST, ROYALTIES, CERTAIN PENSIONS, PURCHASED ANNUITIES AND ALIMONY ARISING IN THE UNITED KINGDOM

INSTRUCTIONS

- Complete and sign this form and duplicate.
- Send the form and duplicate to the Internal Revenue Service Center Director with whom your last United States income tax return was filed.
- If repayment is claimed please attach the appropriate original certificates of deduction of tax.
- Full details of the income must be given overleaf. If there is insufficient room on each additional sheet.

INFORMATION		[If you are a married woman, please also answer questions 1 to 4 on behalf of your husband]
1.	Full name (print)	ANDRE NORTON
2.	Residential address (print)	1600 Spruce Avenue Winter Park, FL 32789
3.	Have you previously had dealings with any United Kingdom tax office? If so please state i. the tax office and your reference no, or ii. your last address and name and address of your last employer in the United Kingdom.	[This question need only be answered if this is your first claim of this kind]
4.	Have you possessed or kept the use of a place of abode in the United Kingdom during the last 4 years? If so, please give the full address. If it is no longer possessed or used, state on what date it was given up.	No
5.	Have you been in the United Kingdom during the past 4 years for as much as i. 3 months a year on average ii. 6 months in any one tax year	[If any answer is "yes" please give brief details] No
6.	Have you been absent from the United States for a complete tax year in any of the last 4 years?	No
7.	Are you engaged in any trade or business in the United Kingdom or do you perform independent personal services from a fixed base situated therein? If so, please give full particulars.	No
8.	If the claim relates to interest, do you bear United States tax on it?	n/a
9.	If, in the declaration below, you claim relief from United Kingdom income tax at source do you expect any change in the above-mentioned circumstances to occur during the next 3 years?	No
10.	If enquiries about this claim should be addressed to an agent, please state agent's name and address.	Scott Meredith Literary Agency, Inc. 845 Third Avenue, NY, NY 10022 USA
11.	Please state i. your United States Internal Revenue Account Number, ii. your United States Social Security Number, and iii. the location of the Service Center where your latest tax return was filed and the date on which it was filed.	i. 578-26-3626 ii. 578-26-3626 iii. ATLANTA GEORGIA



**DECLARATION**

- I am beneficially entitled to the income derived from the sources specified overleaf.
- To the best of my knowledge and belief all the particulars given in this form are correctly stated.
- I claim

\*repayment of the appropriate amount of United Kingdom income tax.  
\*that the said income may be exempted from payment or deduction of United Kingdom income tax.

Signature: Andre Norton  
Date: 2/12/90

[\*Delete whatever is inapplicable]

If you wish repayment to be made to a United Kingdom bank or agent, give the name and address.

**CERTIFICATION**

[To be given by the Service Center Director and the form sent direct to the Inspector of Foreign Dividends, Lynwood Road, Thames Ditton, Surrey, England, KT7 0DP]

I certify that the last United States tax return filed by the claimant was made as a citizen or resident of the United States.

Signature: Michael R Allen  
Date: 3-2-90  
Designation: Director, Internal Revenue Service Center Southeast Region

Official Stamp

For the use of the United Kingdom Revenue only

Order No \_\_\_\_\_

Order issued \_\_\_\_\_

Pay: Claimant  
Bank etc for claimant  
Claimant c/o bank etc

Up to \_\_\_\_\_

Examined \_\_\_\_\_

Countersigned \_\_\_\_\_

After payment issue \_\_\_\_\_ to agent

If details of the income in respect of which relief from United Kingdom income tax is claimed must be entered below.  
 If repayment of income tax already deducted is claimed, the appropriate original tax deduction certificates must be attached.

**I. INTEREST**

Full title of security or description of loan and full name and address (in BLOCK letters) of persons by whom interest is paid	Due date of interest	State in this column 1. In the case of bonds payable to bearer, the numbers of the bonds from which the coupons were derived. 2. In the case of registered stocks the name or names (in due order and in BLOCK letters) in which the stocks are registered and the reference numbers of the accounts where applicable.	Amount of income from each source	Amount of United Kingdom income tax deducted
			£	£

**II. ROYALTIES (other than royalties from natural resources, films, and radio or television tapes)**

Full description of royalties etc and date of contract	Full name and address (in BLOCK letters) of a. the person in the United Kingdom by whom the royalties are paid. b. the agent, if any, in the United Kingdom by or through whom the payments are made.
Royalties due on contract dated February 1990 for BLACK TRILLIUM by Andre Norton (one third share)	Grafton Books - a division of William Collins Sons & Co Ltd of 8 Grafton Street London W1X 3LA  A M Heath & Co Ltd 79 St Martins Lane London WC2N 4AA

**III. PENSIONS, PURCHASED ANNUITIES AND ALIMONY**

Full description of income and full name and address (in BLOCK letters) of person by whom paid	Contract number if any	Date(s) on which each pension/annuity was first paid or will be payable		
		Day	Month	Year

**TOTAL AMOUNT OF INCOME**

**TOTAL AMOUNT OF UNITED KINGDOM INCOME TAX**