

AGREEMENT made this 30th day of Sept. 19 81 between Tom Doherty Associates, Inc., hereinafter called the "PUBLISHER" and

Andre Norton  
and  
Enid Cushing

hereinafter called the "AUTHOR."

THE PARTIES HERETO AGREE AS FOLLOWS:

GRANT OF RIGHTS

1. The Author hereby grants and assigns to the Publisher and its successors, representatives and assigns the following rights in and to publish

CAROLINE

hereinafter called the "WORK":

- (a) The right to print, publish, co-publish and/or license and sell the Work, in a hardcover and/or paperback edition, or any part or abridgment thereof, under its own name and those various imprints and trade names, including those of other publishers, for the life of copyright of the Work and all extensions and additions thereto.
- (b) The rights throughout the United States of America, its territories and its possessions, in Canada and in the Philippine Islands, and in the rest of the World in all languages, in said Work of digest, abridgment, condensation, selection, anthology, quotation, book club, hardcover, and/or paperback edition through another publisher, publication in a magazine, newspaper, or other publication before or after book publication, mail order coupon advertising, direct-by-mail circularization, sale via radio or television, syndicate, advertising, novelty or similar commercial use of the work, publication in the English language in book or other form, motion picture, dramatic, television, radio and allied rights, with exclusive authority to dispose of said rights.

COPYRIGHT

2. The Publisher, upon first publication of the Work, agrees duly to imprint the appropriate copyright notice required by the law of each relevant jurisdiction in each copy of the Work, and if the Work has not been previously copyrighted, to copyright it in the name of the Author.

ANDRE NORTON

DELIVERY OF MANUSCRIPT

3. The Author has delivered an acceptable manuscript to the Publisher.

WARRANTY AND INDEMNITY

4. The Author represents, warrants and covenants that he is the sole and exclusive proprietor of said Work and has full power and authority to make this agreement and grant; that the Work in no way infringes upon the copyright or proprietary right of others and that it is original and not in the public domain; and that it contains no libelous or other unlawful matter and does not invade the right of privacy of anyone. The Author agrees to indemnify and hold harmless the Publisher and Seller, its distributors and licensees of the Work against any loss, expense or damage including court costs and reasonable attorney's fees, incurred by it by reason of any finally sustained claim that said Work violates any rights whatsoever. All warranties and indemnifications hereunder shall survive the termination of this agreement.

ADVANCE

5. The Publisher agrees to pay to the Author as an advance against all earnings hereunder, the sum of ten thousand dollars payable as follows:

\$10,000.00 -- payable on signing and acceptance

SCHEDULE OF ROYALTIES

6. The Publisher shall pay to the Author the following royalties with respect to a publication and/or co-publication of the Work based on net sales, less a reasonable reserve for returns, as follows:

HARDCOVER EDITION

a) On copies sold in the United States, its territories and dependencies except in the cases hereinafter provided, a royalty of ten percent (10%) of the retail cover price of the first 5,000 copies of the work sold in a hardcover trade edition less returns; twelve and one-half percent (12½%) of the retail cover price on the next 5,000 copies sold less returns, and fifteen percent (15%) of the retail cover price on all copies sold over 10,000 copies and not returned;

b) A royalty of ten percent (10%) of the amount received by the Publisher for copies of the Work sold for export, whether bound or in sheets;

c) A royalty of ten percent (10%) of the net amount received by the Publisher for all copies of the Work sold at a special discount of sixty percent (60%) or more of the retail cover price, except when these are sold at or below cost, in which case no royalty shall be paid;

d) A royalty of five percent (5%) of the retail cover price on copies of the work sold directly to the consumer through the medium of mail-order coupon advertising, direct-by-mail circularization or solicitation by radio or television;

e) A royalty of five percent (5%) of the net amount received for copies sold or licensed by the Publisher for use as premiums, gifts or similar use in bulk quantities;

PAPERBACK EDITION

f) The Publisher shall have the right to publish or co-publish its own paperback edition of the Work, in which event the royalty paid to the Author by the Publisher on sales in the United States shall be eight percent (8%) of the retail cover price on the first 150,000 sold and ten percent (10%) thereafter, less returns and a reasonable reserve for returns. The royalty payable on all sales outside the United States shall be six percent (6%) of the billing price. The royalty payable on bulk sales at a discount of more than 60% from retail list price and on all mail order sales shall be six percent (6%) of net amount received by the Publisher. No royalty shall be payable on copies sold at or below cost.

g) No royalty shall be paid on copies of the Work furnished gratis to the Author, or for review, advertising, sample or like purposes.

SUBSIDIARY RIGHTS

7. The net sums received by the Publisher from the licensing of the following rights in and with reference to the Work shall be divided between the Author and Publisher fifty percent (50%) to each party, except as hereinafter specified:

	<u>Publisher</u>	<u>Author</u>
A. Digest abridgement, condensation or selection	25%	75%
B. Anthology or quotation	25%	75%
C. Book Club	25%	75%
D. Second serialization in a magazine, newspaper or other publication	25%	75%
E. Syndication	25%	75%
F. Advertising, cartoon strip, novelty, or similar commercial use of the Work based on the Work	25%	75%
G. Mechanical rendition and/or recording	25%	75%
H. Translation and British Commonwealth	25%	75%

The Author's share of money received by the Publisher for licensing as listed above will be payable within ten (10) days of receipt of the money by the Publisher.

REPORTS  
AND  
STATEMENTS

8. The Publisher and/or co-publisher shall render semi-annual statements of accounts and any payments due. A reasonable reserve against anticipated future returns may be withheld from royalties due. These statements will cover the periods January 1 to June 30, and July 1 to December 31, but the first statement will not be issued to cover a period of less than six months from the date of the books' first publication. Statements made, together with payment of amount due, will be made April 30 and October 31.

FREE  
COPIES

9. The Publisher will furnish twenty (20) copies of the published Work without charge. Should the author desire additional copies for his own use, they shall be supplied at a fifty percent (50%) discount from the retail cover price. If the Work has been previously published in a hardcover edition, Author will supply on request available hardcover copies at Author's cost, if such copies are available.

AUTHOR'S  
AGENT

10. The Author has appointed Larry Sternig Literary Agency  
742 Robertson Street, Milwaukee, Wisconsin 53213

as his agent in all matters pertaining to or arising from this agreement, and all payments to be made by the Publisher to the Author hereunder, including said advance royalty payment of the signing hereof, shall be made to and in the name of said agent, whose receipt therefore shall constitute a full and lawful receipt from the Author.

MANDATED  
PUBLICATION

11. The Publisher agrees to publish and commence distribution of the Work, or arrange that the same be done by another publisher, within eighteen (18) months of acceptance of the manuscript. In the event the Publisher shall fail to publish and distribute the Work by said date, or arrange that the same be done by another publisher, then upon receipt of a Certified Letter from the Author demanding that the Publisher do so, if the Publisher either refuse to publish or arrange publication of the Work, or within six (6) months have failed to do so, then this agreement shall terminate forthwith, and all rights hereunder shall revert to the Author, and the Author shall retain any payments made under this agreement. If the Publisher is prevented from publishing and/or distributing the Work, or arranging that the same be done by another publisher, by events or agencies beyond his control, this mandated date will be extended by the period during which the aforesaid events or agencies prevent publication and/or distribution.

BANKRUPTCY

12. If a petition of bankruptcy shall be filed by the Publisher, or if the Publisher shall be judged bankrupt by a court, or if the Publisher shall take the benefit of any bankruptcy or insolvency act, including Chapter XI, this agreement shall terminate automatically without notice, and such termination shall be effective as of the date of the filing of such petition, adjudication, or declaration, and all rights granted hereunder shall thereupon revert to the Author.

REVERSION

13. If, after five years from the date of signing of this agreement the Work is out of print, and the Publisher, on receipt of a certified letter from the Author requesting that the work be reprinted, either refuses to reprint the Work or within six (6) months of said receipt has failed to do so, or commence work on a new edition, then the license herein granted shall automatically terminate, and all rights herein granted shall automatically terminate, and all rights herein granted shall revert to the Author, except that any sublicensing arrangements granted pursuant to this agreement will continue in full force and effect. In the event that his agreement is terminated prior to its full term, the Publisher will, on request, supply the Author with a list of all such arrangements.

EXAMINATION  
OF  
PUBLISHER'S  
BOOKS  
AND  
RECORDS

14. The Author or his duly authorized representative shall have the right, upon reasonable notice during usual business hours, but not more than once each year, to examine the books and records of the Publisher insofar as they relate to the Work, at the place where said books and records are regularly maintained. Such examination shall be at the cost of the Author unless errors aggregating more than \$1,000.00 (one thousand dollars) or 10% of the total sum accrued (including advances) to the Author are found to the Author's disadvantage, in which case the reasonable cost of such examination shall be borne by the Publisher. No such examination shall be made by the Author's representative upon a contingent fee basis (other than the Author's literary agent acting in the course of his regular representation of the Author). Statements rendered hereunder shall be final and binding upon the Author unless objected to in writing, setting forth the specific objections thereto and the basis for such objections, within two (2) years of the date the statement was rendered.

RESERVED  
RIGHTS

15. All rights not expressly granted to the Publisher are reserved to the Author.

APPLICABLE  
LAW AND  
MODIFICATIONS

16. This agreement shall be construed and interpreted according to the laws of the State of New York, and shall be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of the Author, and upon the successors and assigns of the Publisher, and shall be binding upon the personal representative of the Publisher. This agreement constitutes the complete understanding of the parties. No modification or waiver of any provisions hereof shall be valid unless in writing and signed by both parties.

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

Andie Norte  
AUTHOR

TOM DOHERTY ASSOCIATES, INC.

Tom Doherty  
TOM DOHERTY, PUBLISHER

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
(Author's SS#)

JIM BAEN, SF DIRECTOR

Jenna Marie Sanchez  
WITNESS

Sally S. Erdos  
Witness

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
Agent's I.D.# (If applicable)

~~AUTHOR~~

~~( Author's SS # )~~

~~Witness~~