

DAW Books, Inc.

AGREEMENT made September 15, 1992, between DAW Books, Inc., of 375 Hudson Street, New York, N.Y. 10014, hereinafter called "DAW," and ANDRE NORTON & MARTIN H. GREENBERG
c/o Scott Meredith Literary Agency
845 Third Avenue
New York, NY 10022

of
hereinafter called "the Authors,"

WITNESSETH:

Rights Granted:

1. The Authors grant DAW for the full term of copyright the rights to print, bind, publish and sell the Authors' Book, hereinafter called the "Book," tentatively entitled:
CATFANTASTIC III edited by Andre Norton & Martin H. Greenberg

(a) Exclusive right in the English language in the United States of America, the Philippine Republic and Canada to:

i. Print, publish and sell the Work in book form in such format and design and under such imprints and trade names as DAW may determine. These rights are understood to include those necessary to publish or license publication of the Book and copyright it as a book in the English language;

ii. License publication of the Book in complete, condensed or abridged versions by book clubs, including subsidiaries of DAW;

iii. License publication of an edition by another publisher;

iv. License publication of the Book in complete, condensed or abridged versions, or selections therefrom in anthologies and other publications, in mail-order and schoolbook editions, as premiums and through microfilm and Xerox, or other forms of copying;

~~v. License periodical publication including magazines, newspapers and digests, both before and after book publication;~~

~~vi. License adaptation of the Book for filmstrips, printed cartoon versions, mechanical sound reproduction, and all other forms of mechanical and computerized reproduction;~~

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

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

~~(b) Exclusive right to license or sell in the English language throughout the British Commonwealth (other than Canada), the British Trusteehips, the Republic of South Africa, the Irish Republic, Burma, Iraq and Jordan.~~ If the Authors do not license these rights within eighteen months of publication by DAW, DAW shall be free to ship its own edition into the British Commonwealth of Nations.

(c) Exclusive right to license translations in Dutch for CATFANTASTIC, CATFANTASTIC II and CATFANTASTIC III.

~~(d) Exclusive right to license all dramatic, motion picture and television versions.~~

(e) Non-exclusive right to sell in the English language on the Open Market throughout the world, outside the British Commonwealth and its treaty areas (excepting Canada).

Change of Title & Editing Rights:

2. DAW shall have the right to publish the Book under its present tentative title or under such other title as DAW may deem most advantageous to the sale thereof, and to make any changes, additions and deletions whatsoever in the material of the Book. DAW agrees to furnish the Authors with proofs of the Book for their approval. However, the Authors must return the corrected proofs into the hands of the publisher within ten days of receipt. The Authors agree to make only minor changes in these proofs, understanding that major changes in the text at this point in production would prove too costly. DAW will make its best effort to institute Authors' corrections. However, it must be understood that these corrections can only be made if the Authors return the proofs to DAW on time.

Authors' Representations:

3. The Authors represent and warrant (a) that they are the sole creators of the Book and the sole owners of all rights in and to the Book, and that the rights granted hereunder to DAW are not subject to any prior contract or lien of any nature whatsoever which might interfere with the rights granted to DAW under this Agreement; and (b) that the Book contains no matter which is libelous or unlawful or infringes upon the privacy of any party or infringes any copyright or violates the right of any other person.

Authors' Copyright:

4. DAW agrees to copyright the Book in the names of Andre Norton and Tomorrow, Inc., and to furnish the Authors with a copy of said registration upon request.

Indemnification:

5. Authors will hold DAW harmless against any suit, claim, demand, proceeding, recovery or penalty sustained by reason of any claim of violation of copyright, proprietary right or privacy or for any libelous or other matter contained in the Book which for any reason may be unlawful or in violation of the rights of others to print, publish or sell, and Authors will defend all such suits, claims, demands or proceedings at Authors' own cost and expense with counsel approved by DAW, and in the event of failure or refusal of Authors so to defend, DAW may defend at Authors' cost and expense. Authors at their own expense will institute any proceeding DAW may reasonably demand in order to protect the rights of DAW herein, and on Authors' failure so to do, DAW may institute any such action or proceeding in Authors' name, Authors to compensate DAW for any reasonable expenses incurred, including counsel fees.

Delivery of Completed Manuscript:

6. DELIVERY OF COMPLETED MANUSCRIPT. Authors agree to deliver to DAW on or before the 30th day of November, 1992, time being of the essence, a legible, typewritten copy of the completed Book consisting of approximately 75,000 words, complete and ready for the printer. Authors further agree within four weeks after requested to make such corrections and changes in the completed manuscript as DAW may request, provided the requested changes do not misrepresent the expressed ideas and opinions of the Authors, failing which DAW shall have the option of having such corrections and changes made and charging the cost thereof to the Authors, or to terminate this Agreement and to recover from the Authors the amount of any advance payment theretofore made.

Advance:

7. DAW shall pay to the Authors the sum of Seven Thousand----- Dollars (\$7,000.00) payable as follows:
\$3,500.00 on signing;
\$3,500.00 on delivery of acceptable manuscript.

to be applied against the royalties specified below.

Royalties:

8. On the first 150,000 mass market paperback copies sold in the U.S. and its dependencies and in the Philippines, 6% of the retail cover price, on additional copies over 150,000 sold in the U.S. 8% of the retail cover price, on all copies sold in foreign countries 6% of the retail cover price (and proportionately for variations in retail price) except as hereafter provided with respect to copies sold as "premiums" or "remainders."

(a) On net copies sold through special arrangements with book clubs, charitable, fraternal, professional, business or similar organizations, a royalty of one-half (1/2) of the prevailing royalty specified in paragraph 8 above. Copies sold pursuant to this paragraph 8 (a) shall not be counted in computing sales of the first 150,000 copies provided in paragraph 8 above.

(b) If in the opinion of DAW, the Book shall have ceased to have a remunerative sale, or should DAW find itself with overstock or a stock of damaged copies of the Book, DAW shall be at liberty to dispose of all or part of the existing stock at the best price it can secure and will pay the Authors a royalty of ten percent (10%) of the net amount received from the sale thereof in excess of manufacturing cost thereof.

(c) No royalties shall be payable on copies destroyed, given away or sold at or below cost.

(d) Fifty percent (50%) of the amount received by DAW from the disposition of licenses granted in paragraph 1 subdivision (a), (ii to vi inclusive), ~~(b)~~, ~~(c)~~ and ~~(d)~~.

(e) On DAW English language hardcover editions:

i. On net copies sold by the Publisher in the United States and the territories under its administration, a royalty of ten percent (10%) of the U.S. suggested retail list price per copy on

the first five thousand (5,000) copies sold, twelve and one-half percent (12 1/2%) on the next five thousand (5,000) copies sold, and fifteen percent (15%) thereafter.

ii. On net copies sold outside the United States and the territories under its administration, or within the United States for export, or at a price lower than the lowest regular wholesale price, a royalty of ten percent (10%) of the net amount the Publisher receives.

Royalties are payable on net sales only, and if royalties in excess of the advance guarantee have been paid on copies which may thereafter be returned, DAW shall have the right to deduct said royalties so paid from earned royalties thereafter payable to the Authors under this Agreement.

Accounting:

9. DAW shall render statements and make payments to the Authors as follows:

Statements rendered and Payment Made:

On September 30: for the period from January 1 to June 30;

On April 30: for the period from July 1 to December 31.

Publication Date:

10. DAW shall publish the Book within twenty-four months of acceptance of the completed manuscript.

Authors' Copies:

11. Upon publication of the Book, DAW shall provide the Authors with ten (10) free copies of the Book and the Authors may purchase additional copies at a discount of 40% of the retail price.

Reversion of Rights:

12. If, after a period of seven (7) years from publication, the Book is deemed out of print in all DAW editions, the Authors may request by certified letter that the Book be put back into print or this Agreement be terminated. DAW then has sixty (60) days in which to notify the Authors in writing of its intention to reprint or reissue said Book, and an additional nine (9) months in which to reprint the Book or commence work on a new edition. If DAW notifies the Authors that it has no wish to continue publication of said Book, or fails to commence production of the Book within the allotted time after receipt on the part of the Authors of written intention to reprint, unless prevented from doing so by circumstances beyond its control, then this Agreement shall terminate without liability on the part of the Publisher and all rights granted hereunder shall revert to the Authors, except that any sublicensing arrangements granted pursuant to this Agreement will continue in full force and effect. It is understood that in the event that rights to the Book revert to the Authors, DAW will have the right to sell copies in inventory printed prior to receipt of the Authors' reversion request, should such a request be made.

Authors' Agent:

13. The Authors do hereby appoint Scott Meredith Literary Agency, Inc., 845 Third Avenue, New York, NY 10022, irrevocably as their Agent in all matters pertaining to or arising out of this Agreement or related Agreements, and authorize irrevocably that all sums of money due them 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 Authors do also hereby assign and transfer to Scott Meredith Literary Agency, Inc., and Scott Meredith Literary Agency, Inc. shall retain a sum equal to ten per cent (10%), plus any monies advanced or disbursements made on behalf of the Authors by said Agent, out of all monies payable to and for the account of the Authors under this or related Agreements.

Reprint of Other Titles:

14. The Authors agree to offer DAW the exclusive rights to an edition in English of the next collaborative science fiction or fantasy anthology by Andre Norton & Martin H. Greenberg which shall be at the disposal of the Authors before offering such rights or showing such Work to any other publisher, directly or indirectly.

Law Applicable:

15. This Agreement shall be interpreted according to the Laws of the State of New York, regardless of the place of its execution or performance.

Arbitration:

16. Any controversy arising out of or relating to this Agreement, or the performance thereof, shall be determined by arbitration in New York City in accordance with the rules then obtaining of the American Arbitration Association and judgment on the award rendered may be entered in any court having jurisdiction thereof.

Parties Affected:

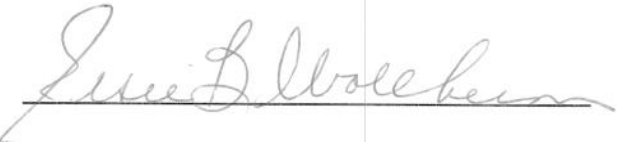
17. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators or assigns of the Authors, and upon the successors or assigns of DAW. For the purposes of this Agreement, reference to DAW shall include any assignee, subsidiary or successor of DAW by reason of merger, consolidation, sale or exchange of substantially all of the assets of DAW or other reorganization. No such merger, consolidation, sale or exchange of assets of DAW or other reorganization shall be deemed to be a breach of the provisions of this paragraph nor shall any assignments to a related corporate company.

IN WITNESS WHEREOF the parties hereto have executed and duly attested this Agreement as of the day and year first above written.

Witness:

DAW Books, Inc. :





Witness:

Author:




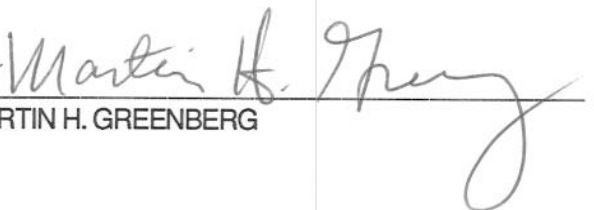


ANDRE NORTON

Witness:

Author:





MARTIN H. GREENBERG