

CONTRACT WITH AUTHOR

TOM DOHERTY ASSOCIATES, INC.
("Tor Books")

AGREEMENT made as of December 20, 1995 between _____

Andre Norton and Mercedes Lackey c/o Scovil Chichak Galen Literary Agency,
of 381 Park Avenue South, Suite 1020, New York, NY 10016

(the "Author") and TOM DOHERTY ASSOCIATES, INC., 175 Fifth Avenue, New York,
New York 10010 (the "Publisher").

THE PARTIES HERETO AGREE AS FOLLOWS:

GRANT OF RIGHTS

1. The Author hereby grants exclusively to the Publisher the following rights in and to
the work(s) of fiction/non-fiction tentatively entitled:

- #1-ELVENBORN
- #2-ELVENBRED (individually a "Book" and collectively
the "Work")

~~(the "Work")~~ during the full term of copyright (and all renewals and extensions thereof)
~~throughout the world:~~ the sole and exclusive right to print or otherwise reproduce, publish,
distribute and sell the Work in the English language in book form and the sole and exclusive
subsidiary rights specified in paragraph 9, with the exclusive right to license any or all of
such rights, and the same rights, but non-exclusively, in the Open Market, i.e.,
the rest of the world, except the territories specified on the attached schedule
of territories. *

with
respect to
#1-ELVENBORN
and on or
before December
15, 1997 with
respect to
#2-ELVENBRED,

COPYRIGHT

See Rider to Paragraph 2

2. The copyright in the Work will belong to the Author. The Publisher is hereby
authorized to register the copyright in the Work in the United States copyright office in the
name of the Author. The Publisher agrees to imprint the copyright notice authorized by the
United States copyright laws in each copy of the Work distributed by the Publisher. The
Author agrees with respect to any rights reserved to the Author hereunder to take all steps
necessary to protect the copyright in the Work.

DELIVERY OF MANUSCRIPT

3. (a) The Author agrees to deliver to the Publisher, on or before December 15,
1996, a complete manuscript of ^{each Book} ~~the work~~ containing (i) approximately 185,000 words,
and (ii) the materials required by subparagraph (b) below. ^{each} ~~The~~ manuscript shall be a complete
and legible copy of ^{a Book} ~~the work~~, in form and content acceptable to the Publisher. In the event of
the Author's failure or inability to deliver a complete manuscript of ^{a Book} ~~the work~~ within 60 days

*in the United States, its territories and dependencies (including but not
limited to United States diplomatic, military and educational installations
wherever located), the Republic of the Philippines and Canada:

6100

after such date, the Publisher may terminate this Agreement by written notice of termination. If the Author delivers a complete manuscript, the Publisher will notify the Author as to its acceptability or non-acceptability. If, in the sole opinion of the Publisher, ~~the Work~~ ^{a book} is unacceptable to the Publisher, the Publisher will provide the Author with a general explanation of the changes or revisions necessary to make it acceptable and the Author will have 60 days from the provision of the explanation to make such changes or revisions. If a revised manuscript is not delivered by the end of the 60 days or if, in the sole opinion of the Publisher, the revised manuscript is still unacceptable to the Publisher, the Publisher may terminate this Agreement by written notice of termination. Upon any termination under this paragraph 3, the Author will promptly repay to the Publisher all sums of money previously paid to the Author under this Agreement. Notwithstanding any of the above, if the Work consists of more than one book, the following will apply: any termination under this paragraph 3 will (unless the Publisher otherwise elects) apply only to the particular book that was not delivered on time or was rejected, as the case may be; all rights in that particular book will revert to the Author, but this Agreement (including, but not limited to, this paragraph 3) shall remain in full force and effect with respect to the other book(s) comprising the Work; the total advance provided for in paragraph 7 shall be reduced to exclude the portion attributable to the book not delivered on time or rejected and the Author's obligation to repay amounts advanced shall be limited to the portion of the advance paid that is attributable to the book not delivered on time or rejected; but the Publisher may elect to have its termination apply also to any other book(s) comprising the Work that are unpublished at the time of the termination (in which case the consequences of termination specified above as to the book not delivered on time or rejected and the advance attributable to it will apply to those other book(s) and the advance attributable to them as well).

See Inserts A and B

@within 60
days of
delivery of

(b) If the Work as published is to contain photographs, drawings, charts, indexes, graphs, appendices or any supplementary matter, the Author will furnish these to the Publisher ~~as part of~~ the complete manuscript at his or her own expense. If permission for the use of material to appear in the Work is required, the Author shall obtain such permission in writing at his or her own expense, and deliver such permission to the Publisher ~~along with~~ the complete manuscript. Permissions must cover all territory and uses licensed to the Publisher
#within 60 days of delivering

EDITING OF MANUSCRIPT

4. The Publisher has the right, in its discretion, to make any editorial changes in the Work deemed necessary by it, with the Author's approval, which shall not be unreasonably withheld or delayed.

COPYEDITED MANUSCRIPT AND PAGE PROOFS

5. The Publisher will provide the Author with a copy of the copy-edited manuscript of the Work for his or her review; the Author will read, correct and return the copy-edited manuscript within ten days of receipt. The Publisher will furnish the Author with a set of page proofs of the typeset book; the Author will read, correct and return the page proofs within ten days of receipt. The cost of any Author's changes in the proofs in excess of ten percent of the initial setting cost will be charged against the Author's royalty account, except that the Author will not be charged for corrections arising from the typesetter's failure to accurately reproduce the copy-edited manuscript.* If the Author fails to read, correct and return the manuscript and/or proofs by the deadline established above, the Publisher may proceed without the Author's corrections, making whatever alterations or corrections it deems appropriate.+

*or errors made by the Publisher.

+Upon the Author's written request, the Publisher will furnish the Author with a copy of the typesetter's bill and revised proofs.

INSERT A

The Publisher agrees to use reasonable efforts to send its response within 45 days of its receipt of the complete manuscript of a Book. If the Publisher does not respond by the above deadline, the Author may send the Publisher, by certified or registered mail, return receipt requested, a written notice that the deadline has expired and that the Publisher must respond to the manuscript within 15 days, in which case the Publisher will respond within 15 days of its receipt of that notice.

INSERT B

Provided, however, that if the Author has met the applicable deadlines in this Agreement and if the Author has used best professional efforts to produce a satisfactory manuscript of a Book, the Author's obligation to repay such amounts to the Publisher shall be delayed until the Author shall make arrangements for publication of such Book (or a revised version of it) with another publisher, but such repayment shall not, in any event, be delayed beyond the end of twelve (12) months after the termination.

ADVANCE

7. The Publisher agrees to pay the Author as an advance against earnings from all sources under this Agreement the sum of \$ SEE INSERT C payable as follows:

~~If any portion of the advance is due on delivery and acceptance, that portion will not be paid prior to the date for delivery stated in this Agreement if delivery and acceptance occur earlier.~~
If the Work consists of more than one book, then the following will apply: unless otherwise specified in this Agreement, for the purposes of paragraphs 3, 13 and 22 only, advance payments on signing shall be "attributable" in equal proportions to each book comprising the Work and amounts due on delivery and acceptance or publication in any form of a particular book shall be "attributable" to that book. However, for all other purposes, all amounts paid as advances under this Agreement shall be treated as a single advance against earnings from all sources with respect to all the books.

SCHEDULE OF ROYALTIES

8. (a) Subject to subparagraph (b) below, the Author will earn the following royalties with respect to editions of the Work published by the Publisher:

(i) Mass Market Paperback Editions. Except as provided in (iv)-(viii) below, on sales of each mass market paperback edition, a royalty on copies sold in the United States of ~~ten~~^{eight} percent of the suggested retail price on the first 150,000 copies sold in the United States and ~~eight~~^{ten} percent of the suggested retail price on all copies sold in the United States thereafter;

(ii) Hardcover Trade Editions. Except as provided in (iv)-(viii) below, on sales of each hardcover edition of the Work, a royalty on copies sold in the United States of ten percent of the suggested retail price on the first 5,000 copies of the Work sold in the United States, twelve-and-one-half percent of the suggested retail price on the next 5,000 copies sold in the United States; and fifteen percent of the suggested retail price on all copies sold in the United States thereafter;

(iii) Trade Paperback Editions. Except as provided in (iv)-(viii) below, on sales of each trade paperback edition, a royalty on copies sold in the United States of six percent of the suggested retail price on the first 25,000 copies sold in the United States, seven percent of the suggested retail price on the next 25,000 copies sold in the United States and eight percent of the suggested retail price on all copies sold in the United States thereafter;

INSERT C

\$287,500.00 payable as follows: \$75,000.00 upon signing of this Agreement, \$35,417.00 upon delivery and acceptance of the complete manuscript of #1-ELVENBORN, \$35,417.00 upon publication of the Publisher's initial hardcover edition of #1-ELVENBORN or twelve (12) months from the date of delivery and acceptance of the complete manuscript of #1-ELVENBORN, whichever is earlier, \$35,417.00 twelve (12) months from the date of publication of the Publisher's initial hardcover edition of #1-ELVENBORN, \$35,417.00 upon delivery and acceptance of the complete manuscript of #2-ELVENBRED, \$35,416.00 upon publication of the Publisher's initial hardcover edition of #2-ELVENBRED or twelve (12) months from the date of delivery and acceptance of the complete manuscript of #2-ELVENBRED, whichever is earlier, and \$35,416.00 twelve (12) months from the date of publication of the Publisher's initial hardcover edition of #2-ELVENBRED.

(iv) Export. Except as provided in (v) or (viii) below, a royalty of ~~five~~^{six} percent of the net amount received by the Publisher for copies of any edition of the Work sold outside of the United States or for export:

(v) High Discount. Except as provided in (viii) below, a royalty of ~~five~~^{ten} percent of the net amount received by the Publisher for copies of any edition of the Work sold at a discount of 60 percent or more from the suggested retail price except when sold at or below ~~average~~ cost, in which case no royalty shall be paid:

@unit
manufacturing

(vi) Direct Consumer Sales. A royalty of five percent of the net amount received by the Publisher on copies of any edition of the Work sold directly to the consumer including through mail-order coupon advertising, direct-by-mail circularization or solicitation by radio or television;

(vii) Premium Sales. A royalty of five percent of the net amount received by the Publisher on copies of any edition of the Work sold by the Publisher for use as premiums, gifts, or other special use in bulk quantities and for copies sold to book clubs as to which no separate rights payment has been or is to be received; and

(viii) Remainder Sales. On copies of any edition of the Work sold in a remainder sale or a special stock reduction sale, a royalty of ten percent of the excess, if any, of the net amount received by the Publisher over the ~~average~~ cost of copies of that edition#

*with the
Author's
approval,
such
approval
not to be
unreason-
ably
withheld
or delayed.

(b) No royalty will be earned on copies of the Work that are damaged or destroyed or retained in inventory or on copies that are given or sold to the Author or used for review, advertising, promotion, sales, sample, internal, charitable or like purposes. No royalty will be earned on sales of copies where any amount was or is to be earned by the Author under paragraph 9 as a result of a payment for rights made or to be made by the purchaser. If the Work, or a part of it (other than brief quotations), is published by the Publisher together with one or more other complete or partial works in a single volume,*the Author will earn royalties on sales of the volume equal to the royalties provided for in the various subparts of subparagraph (a) above multiplied in each case by the fraction that the Work (or part thereof) represents of the entire volume (on a page count basis). The phrase "net amount received by the Publisher" as used anywhere in this Agreement means sums of money actually received by the Publisher (less any taxes included in the amount received, less any insurance, shipping, mailing, freight, duties, customs clearance or other similar charges included in the amount received by the Publisher or paid by the Publisher, and less any fees or commissions paid by the Publisher to finders or third-party sales or licensing agents in connection with the transaction). In all cases in subparts (i) through (viii) of subparagraph (a) above, the computation of the number of copies sold will be net of returns. In determining whether particular sales levels have been reached for the purposes of fixing the applicable royalty rate, sales covered under a subpart of subparagraph (a) above other than the one for which the calculation is being done will not be counted. If the Work consists of more than one book or a book is published in more than one edition, the applicable royalty set forth in the various subparts of subparagraph (a) above will apply separately to each book in each edition; accordingly, in determining whether particular sales levels have been reached for the purposes of fixing the applicable royalty rate, only sales of the book in the edition for which the calculation is being done shall be included.

#The Publisher agrees not to remainder its edition of a Book prior to one year from the date of initial publication of such Book. The Publisher will offer the Author in writing all remaining stock at the estimated remainder price.

SUBSIDIARY RIGHTS

9. (a) The Publisher is hereby granted the following exclusive subsidiary rights in the Work:

(i) ~~First Serial Rights (being the right to use material from the Work in the English language in newspapers, magazines and other periodicals, including abridged, adapted and condensed versions, whether in one or more parts, before publication in book form);~~

(ii) **Second Serial Rights** (being the right to use material from the Work in the English language in newspapers, magazines and other periodicals, including abridged, adapted and condensed versions, whether in one or more parts, after publication in book form, and syndication rights);

(iii) **Selection Rights** (being the right to create and publish in the English language condensed, adapted and abridged versions of the Work in book form and the right to use material from the Work in the English language ~~on the radio~~ and in anthologies and other compilations in book form);

(iv) ~~Microfilm and Computer Rights (being the right to use material from the Work in any language on microfilm and microfiche and in information, including, but not limited to, text, storage and retrieval systems, whether computer or other present or future technology, and in connection with teaching machines, whether in machine or human languages);~~

(v) **Sound Reproduction Rights** (including records, tape recordings, sound cassettes and other methods and technologies now known or hereafter devised);

(vi) **Translation Rights** (being the right to translate for publication the Work into languages other than English, and book publication rights, first serial rights, second serial rights and selection rights in languages other than English);

(vii) **Cartoon Strip, Novelty, Advertising and other commercial use of characters or material from the Work; and**

(viii) ~~Motion Picture, Dramatic, Television and Video Rights (whether methods and technologies now known or hereafter devised).~~

(b) The Author will earn amounts equal to the below stated percentages of the net amount received by the Publisher from licenses granted by the Publisher of the indicated rights:

- | | | |
|-------|---|----------------|
| (i) | English Language Book Publication Rights (regardless of format) (other than Book Club) to U.S. publishers | 50% |
| (ii) | English Language Book Publication Rights (regardless of format) to Book Clubs | 50% |
| (iii) | First Serial Rights (granted to licensees in the U.S.) | 50% |

@with the Author's approval, such approval not to be unreasonably withheld or delayed.

in the territories
granted to the
Publisher pursuant to
Paragraph 1

(iv)	Second Serial Rights (granted to licensees in the U.S.)	50%
(v)	Selection Rights (granted to licensees in the U.S.)	50%
(vi)	Microfilm and Computer Rights	50%
(vii)	Sound Reproduction Rights	50%
(viii)	English Language Book Publication Rights, First Serial Rights , Second Serial Rights and Selection Rights (granted to licensees outside the United States)*	50%
(ix)	Translation Rights	50%
(x)	Cartoon Strip, Novelty, Computer Game, Advertising and other Commercial Rights	50%
(xi)	Motion Picture, Dramatic and Television and Video Rights	70%

(c) The Publisher also has the exclusive right to grant permissions to reproduce portions of the Work in books and in any other print medium; the Author will earn an amount equal to one half the net amount received by the Publisher for the grant of any such permission.

(d) Included among the rights granted to the Publisher is the exclusive right to license editions of the Work in Braille and to license photocopying, recording and microfilming of the Work for editions directed at the physically handicapped, without (if the Publisher so elects) fee or royalty.

(e) All rights in the Work now existing, or which may hereafter come into existence, not specifically granted to the Publisher are reserved to the Author for the Author's use at any time. However, without limiting in any way the grant of rights to the Publisher or the warranties and representations contained elsewhere in this Agreement, the Author represents, warrants and covenants that the Author will not authorize or arrange for the publication in any printed form of a novelization, adaptation or other version of either the Work or a work in another medium based on the Work (and the Author represents and warrants that the Author has not previously authorized or arranged for any such publication). However, the above will not prohibit the Author from writing and authorizing the publication of any prequels or sequels to the Work. If the Work is itself based on a work in a non-print medium (such as a movie), the Author represents, warrants and covenants that neither the Author nor the holder of the copyright in the work on which the Work is based will authorize or arrange for the publication in any printed form of a novelization, tie-in, adaptation or version of the work on which the Work is based (and the Author represents and warrants that no such publication has been authorized or arranged for). See Rider to Paragraph 9(e)

REPORTS AND PAYMENTS

10. (a) After publication of the Work, the Publisher will render semi-annual statements on April 30 and October 31 in each year in accordance with the Publisher's regular accounting practices, showing the amounts earned by the Author hereunder for the periods July 1-December 31 and January 1-June 30, respectively, as royalties and on account of licenses of the Work and permissions granted by the Publisher. Each statement will be accompanied by

payment of the amount shown to be due thereon. However, the first statement and payment will not be issued to cover a period of less than six months from the date of the Work's first publication by the Publisher. Notwithstanding any other provision of this Agreement, no earnings will be due or payable to the Author unless and until the Author's earnings exceed the total advance under paragraph 7 (paid and to be paid in the future); once such total advance is earned out, the excess of the Author's earnings above such total advance (only) will be paid as provided above. In rendering any statements and in making any payments hereunder, the Publisher may deduct and withhold reserves against returns of copies in reasonable amounts. Upon written request, the Publisher will inform the Author of the amounts held as a reserve against returns. SEE RIDER

(b) If the total amount payable is less than \$50, the Publisher may defer the rendering of ~~statements and~~ payment until such regular payment date as at least \$50 shall be payable to the Author. In such case, upon written request, a statement will be given.

(c) The Author or a certified public accountant hired by the Author shall have the right, upon reasonable notice during usual business hours but not more than once in any 12-month period, to examine the books and records of the Publisher[#] at the place(s) where the same are regularly maintained insofar as they relate directly to the sales and returns of the Work. Such examination shall be at the cost of the Author unless errors aggregating more than ten percent of the total sum paid under this Agreement (including, but not limited to, advances) to the Author are found to the Author's disadvantage, in which case the reasonable cost (excluding any travel, lodging or meal expenses) of such examination shall be borne by the Publisher. No such examination shall be made by a certified public accountant working on a contingent fee basis. Statements rendered under this Agreement 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 ~~one year~~ after the date the statement was rendered.⁺⁺

#and to make photocopies thereof

10(d) SEE BELOW

three years

++Any amounts in fact due to the Author shall be paid within 30 days of the establishment of an error.

FREE COPIES

11. The Publisher will furnish ²⁵ ~~20~~ copies of each edition of the Work published by the Publisher to the Author without charge. ^(and five to the agent) Should the Author desire additional copies for his or her own use, they shall be supplied at a 40 percent discount from the suggested retail price. The cost of copies of the Work ordered by the Author will be charged to the Author's royalty account, unless the aggregate number of copies purchased by the Author is over 28 and there are not sufficient accrued royalties owed to the Author to pay for the copies ordered, in which case the Author shall enclose payment with the order. If the Work consists of more than one book, the Author will receive the specified number of copies of each book comprising the Work.

REVERSION OF RIGHTS

12. (a) If the Publisher determines, in its sole discretion, that the Work or any edition thereof has ceased to have a remunerative sale, the Publisher may discontinue publication and ^{+ trade} ~~paperback~~ may at any time thereafter remainder or otherwise dispose of copies on hand. If at any time after ^{three} ~~two~~ years from the date of initial publication of the Work, all editions, whether ^{trade} ~~hardcover~~, ^{or} ~~paperback~~, of the Work which have been published or licensed by the Publisher anywhere in the ~~world~~ shall be out of print and, six months after written demand by the Author, mailed to the Publisher by certified or registered mail, return receipt requested, is received, the Publisher still has not provided adequate stock to meet the normal demand for the Work in the United States or scheduled the Work for reissue in any ^{trade} ~~edition~~ or arranged for a licensed ^{or} ~~edition~~ in the United States, the Author may terminate this Agreement by sending written notice of termination to the Publisher by certified or registered mail, return receipt requested. A Book shall be deemed out of print if it is not available for sale or reorder through regular wholesale and retail channels.

@United States

10(d) Upon the Author's written request, the Publisher will furnish the Author with copies of any subsidiary rights letters.

/ trade hardcover, trade paperback, or mass market

BANKRUPTCY

15. If a petition in bankruptcy shall be filed by the Publisher, or if the Publisher shall be finally judged bankrupt by a court of competent jurisdiction, or if the Publisher shall seek general protection from its creditors under any bankruptcy or insolvency act, the Author may terminate this Agreement by written notice, effective immediately upon receipt.

OPTION

#in the
HALFBLOOD
CHRONICLES
("ELVEN")
Series or
the next
work
written
jointly
by the
Authors

16. The Publisher shall be offered in writing the right to acquire publication rights in the Author's next work[#] before the next work (or a proposal for it) is shown or offered to any other publisher. The offer must be accompanied by an outline ~~and detailed proposal~~ for the next work (or, at the Author's option, a manuscript of the next work). The Publisher will have until the end of 30 days after its receipt of the offer to respond (but at least until 30 days after delivery and acceptance of the complete manuscript of ~~the Work~~). If the Publisher does not express a desire to acquire publication rights in the next work by the end of the period provided above for response, or if the Publisher expresses a desire to acquire publication rights in the next work but the Author and the Publisher are unable to reach agreement concerning the next work by the end of 20 days thereafter, the Author may then (but not before then) submit the proposal or manuscript to one or more other publishers, but if the Publisher made an offer: (i) the Author may not accept terms from any other publisher that are ~~equally favorable or~~ less favorable to the Author than those offered by the Publisher; and (ii) ~~the Publisher will have an option to acquire publication rights in the next work by matching the terms most favorable to the Author offered by another publisher, which option shall be open for exercise until 14 days after the Publisher receives written notice from the Author of the terms of the other publisher's offer.~~ This paragraph 16 will survive any termination of this Agreement except a termination of this entire Agreement under paragraph 13.

*#2-ELVEN-
BRED

SERIES

17. If the Work consists of one or more books in a series, the Author agrees that additional books in the series will not be written until all the book(s) in the series in which the Publisher has been granted rights[#] have been completed and that the Author will not authorize or arrange for the publication of any additional book in the series prior to the first to occur of: (i) the first anniversary of the Publisher's hardcover publication of the last book under contract to the Publisher in the series or (ii) six months after the publication by the Publisher of a paperback edition of the last book under contract to the Publisher in the series.

##by the
Author

AGENCY

See Rider for Paragraph 18

18. ~~The Author hereby authorizes the Author's Agent,~~

~~_____~~, to collect and receive all sums of money payable to the Author pursuant to any of the provisions of this Agreement. The agent is fully authorized and empowered to act on behalf of the Author in all matters in any way arising out of this Agreement. The Publisher may pay all sums hereunder to the said agent (in which case, receipt by the agent shall constitute payment to the Author) and may rely on the said agent in all matters arising out of this Agreement, including, without limitation, amendment of this Agreement or settlement of any controversies arising out of this Agreement, ~~until the Publisher shall have received written notice from the Author of the~~

~~termination of such agency. Upon the receipt of such notice, the Publisher shall pay all further sums payable pursuant to this Agreement directly to the Author or to such other persons as the Author shall direct in writing.~~

AUTHOR TO RETAIN COPIES

19. The Author shall retain, for the Author's own protection, copies of all manuscripts and other documents or materials supplied by the Author to the Publisher. However, after publication, the Publisher will return the original manuscript and proofs to the Author.

REVISED EDITIONS

20. ~~If the Work is non-fiction, the Author agrees, at the Publisher's request, to prepare~~ revised editions of any of the book(s) comprising the Work; but if the Author is unable or refuses to do so or fails for any reason to deliver a manuscript of the revised edition, in form and content acceptable to the Publisher, within a reasonable time, the Publisher may cause the same to be done and in such event the expense thereof shall be borne by the Author. This Agreement, other than subparagraph 3(a), will continue to apply to each revised edition (and no additional advance will be payable in connection with a revised edition). The Publisher will have all the rights in all revised editions of the book(s) comprising the Work that the ~~Publisher has in the original version(s) of the Work.~~

COMPETING WORKS

21. (a) The Author represents and warrants that the Author has not authorized or arranged for, and agrees not to authorize or arrange for, the publication, distribution or sale in the territory granted to the Publisher on an exclusive basis, otherwise than by the Publisher, of any work by the author of the Work (or if more than one person authored the Work, any one or more of such persons) which will directly compete with the Work or diminish the value of any subsidiary rights granted by this Agreement where such publication, distribution or sale will take place at any time during the term of this Agreement. The foregoing shall not prevent the Author from permitting publication of the actual script of a##

##bona fide play based on a Book that is actually produced.

(b) If the grant of publication rights to the Publisher is not worldwide, the Author* ~~agrees not to permit anyone other than the Publisher to publish, distribute or sell a paperback~~ edition of the Work in the English language in the territory, if any, granted to the Publisher on a non-exclusive basis prior to one year after the Publisher's initial publication (if the Publisher's initial publication is in hardcover), or prior to the Publisher's initial publication (if the ~~Publisher's initial publication is in paperback.~~

(c) If the Work consists of more than one book, all references in subparagraphs (a) and (b) above to the "Work" shall be deemed to refer to each of the books comprising the Work considered separately.

LEGAL PROBLEMS

22. Notwithstanding any other provision of this Agreement, the Publisher shall not be obligated to publish or continue to publish the Work if in the opinion of the Publisher it contains unlawful material or any material which may violate the rights of any person or entity. If, in the opinion of the Publisher, there appears to be substantial risk of legal action or liability on account of the Work, the Author shall, if requested by the Publisher, make such revisions or deletions in the Work as shall be necessary in the opinion of the Publisher or the Publisher's legal counsel to remove any such risk. No such revisions or deletions, and no request for

*will use their best efforts to inform the Publisher of the impending UK publication date and to deliver to the Publisher one (1) copy of such prior edition with the exact publisher's date and the manufacturer's name and address so that the Publisher may register the copyright in the Work.

substantiation, shall be deemed to impose on the Publisher any obligation of verification, or to affect in any way the Author's warranties or representations or duty of indemnification which shall continue to apply to all material in the Work, whether or not changed at the request of the Publisher or the Publisher's legal counsel. If the Author does not make, or authorize the Publisher to make, such revisions or deletions, or if the Work is unpublishable in the opinion of the Publisher's legal counsel, or if the Work cannot be revised, then the Publisher may terminate this Agreement in writing at any time and/or may exercise any other remedies available to it under the circumstances. In the event of such termination of this Agreement, all amounts paid by the Publisher to the Author pursuant to this Agreement shall be promptly repaid by the Author to the Publisher. If the Work consists of more than one book, this paragraph 22 shall apply separately to each book; any termination pursuant to this paragraph 22 shall, unless the Publisher otherwise elects, apply only to the particular book involved. In the event of termination as to a particular book: all rights in the terminated book will revert to the Author, but this Agreement shall remain in full force and effect with respect to the other book(s) comprising the Work; the total advance provided for in paragraph 7 shall be reduced to exclude the portion attributable to the terminated book; and the Author's obligation to repay amounts advanced shall be limited to the portion of the advance paid that is attributable to the terminated book.

ASSIGNMENT

23. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Publisher. This Agreement shall be binding upon the successors, heirs and estate of the Author. The Author may assign any net sums due to the Author hereunder, but may not assign or delegate the Author's duties or obligations under this Agreement.

NOTICES

24. All notices or other communications required or permitted to be given by any of the provisions of this Agreement shall be sent by telecopier, regular first class mail, air mail, hand delivery, overnight mail or commercial air express service (unless the provision permitting or requiring such notice or other communication calls for another type of mail, in which case such other type of mail shall be required) and shall be deemed given when dispatched (unless the provision permitting or requiring such notice or other communication shall otherwise provide). However, notices or other communications dispatched from outside the United States shall be deemed given when received. All notices or other communications shall be addressed to the Author at the address set forth at the beginning of this Agreement (or to such other address as the Author shall have designated by 30 days' prior written notice), or to the Publisher at its then principal office.

ENTIRE AGREEMENT

25. This Agreement constitutes the entire agreement between the Publisher and the Author concerning its subject matter. This Agreement cannot be cancelled, amended or modified, nor may any of its provisions be waived, except in a writing signed by the party (or his or its duly authorized agent) against whom such cancellation, amendment, modification or waiver is to be enforced. This Agreement is not binding on the Publisher, and the Publisher is not obligated with respect to the Work, unless and until this Agreement is executed by the President or an Executive Vice-President of the Publisher.

Rider to Paragraph 2

In the event the copyright of the Work is infringed, the parties may agree jointly to bring suit, and in such event, the expense and recovery shall be divided equally between the parties. In the event only one of the parties determines to prosecute, then such party shall do so at his own expense and be entitled to the entire recovery; and the other party agrees to cooperate, but without expense to him.

Rider to Paragraph 9(e)

Reserved rights include, but are not limited to, the rights to publish or cause to be published excerpts and summaries of plays, television (broadcast, cable, or home video) programs and motion pictures based upon the Work; provided however, that the Author expressly agrees: that said excerpts and summaries shall not exceed 7,500 words in length; that none of such excerpts or summaries are published in a form or in a publication (be it paperback, magazine, newspaper or other) that is itself offered for sale to the public except in a souvenir program that is sold in motion picture theatres only; that the appropriate copyright notice is placed on all copies of such excerpts or summaries; and that such right of excerpt or summary may only be granted, used or retransferred in connection with theatrical, television (broadcast, cable or home video) or motion picture rights.

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The reserve against returns for each edition of each Book shall be held for the first four accounting periods with respect to that edition of that Book only with no reserve thereafter except that the Publisher may hold a reserve for any period in which 500 or more copies have been shipped and for any period immediately following any such period.

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The Author does hereby appoint Scovil Chichak Galen Literary Agency, Inc., 381 Park Avenue South, Suite 1020, New York, New York, 10016, Attn: Russell Galen, as the Author's Agent in all matters pertaining to or arising out of this Agreement, and authorizes that all sums or money due the Author under this Agreement shall be paid to and in the name of said Agent, whose receipt thereof shall constitute a good and valid discharge of all such indebtedness. The Author does also irrevocably assign and transfer to Scovil Chichak Galen Literary Agency, Inc., which shall retain, a sum equal to fifteen percent (15%) out of all moneys due and payable to and for the account of the Author under this Agreement.

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The Publisher, the Author, and the Author's Agent shall each use reasonable efforts to insure that any agreements made to dispose of subsidiary rights to the Work will require the licensee of such rights to include an acknowledgment accompanying the published excerpt identifying the excerpt as coming from a work published or to be published by the Publisher and setting forth the title of the Work, Author and Publisher by name.

Rider for Paragraph 9(a)(iv)

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30. DEFAULT

If the Publisher materially defaults in the performance of any of its substantial obligations under this Agreement (including, without limitation, a material default in its obligation to pay royalties) and shall neglect or refuse (other than by reason of Force Majeure) for a period of 30 days after receiving written notice specifying such default sent by the Author by certified or registered mail, return receipt requested, to cure such default, (or, if such default is of a nature that it cannot reasonably be completely cured during such 30 days, shall neglect or refuse [other than by reason of Force Majeure] to commence to cure such default before the end of such 30 days or to diligently thereafter continue to cure such default), the Author may terminate this Agreement by promptly sending a written notice of termination to the Publisher by certified or registered mail, return receipt requested. However the Author shall have no right to terminate this Agreement unless and until the Publisher shall neglect or refuse to cure such default for a period of 30 days after a court of competent jurisdiction shall finally determine that the Publisher is in fact in default.

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