

MEMORANDUM OF AGREEMENT MADE THIS MAY 31, 1991

BETWEEN : ROBERT BLOCH represented by RALPH VICINANZA LTD,
111 Eighth Avenue, New York, N.Y. 10011 (USA)
acting in conjunction with AGENCE LENCLUD, 59 rue Condorcet, 75009 - Paris (FRANCE)

Hereinafter called the PROPRIETOR, of the one part, and :

EDITIONS J'AI LU, 27 rue Cassette, 75006 - Paris (FRANCE)

Hereinafter called the PUBLISHER, of the second part,

WHEREBY IT IS MUTUALLY AGREED AS FOLLOWS REGARDING THE WORK (s) ENTITLED :

THE JEKYLL LEGACY
by
Robert Bloch and André Norton

1.- The PROPRIETOR hereby grants to the PUBLISHER the sole and exclusive rights to publish in his "Epouvante" series a translation into the French language of said Work (s) and to distribute it (them) without restriction throughout the French-speaking world subject to the terms and conditions following, and guarantees that he has full power and authority to make this agreement and grant.

2.- The PUBLISHER agrees to publish his edition of the said Work (s) within 18 (eighteen) months of the date of this agreement. If the PUBLISHER fails to do so, the agreement shall be cancelled automatically and the PROPRIETOR shall resume possession of the license granted to the PUBLISHER hereunder without prejudice to any monies already paid or then due.

3.- The PUBLISHER agrees to make payment to the PROPRIETOR as follows :
An advance of 23.500 Frs (twenty three thousand five hundred francs) payable half on signature of this agreement, half on publication of the book, but in any case not later than November 31, 1992 whichever date is the earlier, against a royalty of 6% (six per cent) on the sale price of each copy sold. Such advance shall be applicable only against the royalty earnings accruing from the sale of the Publisher's own edition of the book.

11750 Frs

The PUBLISHER shall arrange for payment of said advance within 60 (sixty) days of the date of this agreement. Failure to do so will result in an automatic cancellation of this agreement permitting the PROPRIETOR to resell said rights.

4.- The PUBLISHER shall report to the PROPRIETOR on sales twice yearly as of June 30 & December 31 of each year and pay any amounts due in cash within 90 (ninety) days thereafter.

5.- 6 (six) free copies of the PUBLISHER's edition of the Work (s) shall be sent to the PROPRIETOR directly and 1 (one) to AGENCE LENCLUD with a note on the initial printing, date of publication and the retail price per copy.

6.- (a) The PUBLISHER's translation of the Work (s) shall be made faithfully and accurately. Abbreviations or alterations shall be made in the text thereof only with the written consent of the PROPRIETOR.

(b) The Original title of the Work (s) shall appear beneath the translated title on the back of the title page of every copy issued of the aforesaid translation.

(c) The name of the author shall appear in customary form in due prominence on the title page and binding of every copy issued of the aforesaid translation and on all advertisement of the said Work (s) issued by the PUBLISHER or his representatives.

(d) The copyright notice of the PUBLISHER's translation shall be identical to that which is printed in the original edition of the Work (s) and this copyright notice shall appear in its customary place at the front of every copy issued in the aforesaid translation.

7.- The PROPRIETOR grants to the PUBLISHER the exclusive handling of the following subsidiary rights in the said Work (s) in the French language and the gross proceeds from the disposal of such rights shall be shared between the PROPRIETOR and the PUBLISHER as follows :

(a) Prepublication rights -such shall include only **serial, excerpt and digest rights** exploited prior to the release of the PUBLISHER's own edition of the Work (s) : PROPRIETOR : **70% (seventy per cent)**
PUBLISHER : **30% (thirty per cent)**

(b) Postpublication rights -such shall include only **serial, excerpt, digest and book-club rights** exploited after the release of the PUBLISHER's own edition of the Work (s) : PROPRIETOR : **50% (fifty per cent)**
PUBLISHER : **50% (fifty per cent)**

(c)

The PUBLISHER shall not dispose of the rights mentioned above without the prior written consent of the PROPRIETOR. Any amount due by the PUBLISHER to the PROPRIETOR under the terms of this clause shall be paid out by the PUBLISHER to the PROPRIETOR within 2 (two) months of receipt.

8.- The license is granted to the above named PUBLISHER solely and shall not be transferred by him without the written consent of the PROPRIETOR.

9.- Should the PUBLISHER be declared bankrupt or violate any of the terms of this agreement and not rectify such violation within one month of having received written notice from the PROPRIETOR to do so, then and in this event, all rights to publish and sell the said Work (s) in the said translation shall revert to the PROPRIETOR who shall be at liberty to arrange for such rights elsewhere without prejudice to any monies already paid or then due under the terms of this agreement or as damages.

10.- All rights now existing or which may hereafter come into existence and which are not specifically granted herein are reserved exclusively for the PROPRIETOR.



11.- This contract is valid for 5 (five) years from the date of publication of the PUBLISHER's edition of the Work (s) and the rights granted herein shall then revert automatically to the PROPRIETOR. If the PUBLISHER wishes to extend his rights beyond this period but has not paid royalties in the final year of above term or paid royalties of less than 1.000 Frs in said final year, such extension shall be the subject of a new agreement. If however the PUBLISHER wishes to keep his edition of the said Work (s) in print beyond this period and has paid royalties of at least 1.000 Frs in the final year of the term of this agreement, he shall be permitted to do so and shall continue to hold such rights for as long as his royalty statements continue to exceed 1.000 Frs in each following year. Upon failure to report and pay said minimum royalty of 1.000 Frs in any year following the termination date specified hereabove, this contract shall be deemed cancelled and all rights conveyed to the PUBLISHER herein shall revert automatically to the PROPRIETOR. Said minimum annual royalty must be received by the PROPRIETOR within 90 (ninety) days of the end of each term. Failure on the part of the PUBLISHER to remit the said minimum annual royalty within 90 (ninety) days of the end of any year term shall result in the immediate and automatic termination of this agreement without prejudice to any monies paid or royalties then due.

12.- In the event the PUBLISHER's edition of the Work (s) goes out of print and/or off the market before the expiration of this agreement and/or if the number of copies in print on the last report from the PUBLISHER is less than 200 copies, then the PUBLISHER has six months to reprint an edition of his translation of the Work (s) or all rights granted herein shall revert automatically to the PROPRIETOR. It shall remain the responsibility of the PUBLISHER to monitor stock and sales and to arrange for the printing of additional copies of his edition of the Work (s) without any written notice from the PROPRIETOR. It shall be understood that, if the PUBLISHER arranges for a new printing of his edition of the Work (s) within the time specified by this agreement, he does so under the terms of this agreement, as a new printing shall not increase or diminish the term of effect or the minimum annual royalties due to keep this agreement in force. The PUBLISHER also understands and acknowledges that, if he does not elect to fulfill the requirements necessary to keep this agreement in force, i.e. arrange for a new printing within six months of any royalty period indicating stock of 200 copies or less and/or paying said minimum royalty in the final year term of this agreement and each year thereafter for as long as the PUBLISHER wants to retain the rights granted herein, then the rights revert to the PROPRIETOR who can arrange for the sale of these rights elsewhere without any notification to the PUBLISHER of his intention to do so.

13.- All payments due under the terms of this agreement shall be paid to AGENCE LENCLUD whose receipt shall be a full and valid discharge of the PUBLISHER's obligations and who shall act with the authority of the PROPRIETOR in all matters arising out of this agreement.

14.- No royalty shall be paid on copies given away for press reviews and for promotion of the book. The number of these copies free of royalty shall be stated on the yearly statements sent to the PROPRIETOR. and it shall not exceed 10% of the copies sold.



15.- At any time after three years from first publication, the PUBLISHER shall be at liberty to destroy or sell below cost of manufacture all remainder copies of the said Work (s) provided he has duly kept the PROPRIETOR informed with such operation. No royalty shall be paid on these copies destroyed or sold at/below cost of manufacture. In case the PUBLISHER should dispose of all copies on hand, the rights herein granted should immediately revert to the PROPRIETOR without further notice. The PUBLISHER shall furnish the PROPRIETOR with a certificate specifying the number of disposed of copies.

AS WITNESS WHEREOF the hands and seals of the parties :

Place

Date

Publisher



Place

Date

Proprietor

Los Angeles, CA USA
Winter Park, Fla 32789
USA

6/19/91

6/25/91

Robert Black
Andrea Wilson

MEMORANDUM OF AGREEMENT, made this Thursday, February 20, 1992 between

Robert Bloch and Andre Norton c/o Ralph Vicinanza, Literary Agent, 111 Eighth Avenue, Suite 1501, New York, NY 10011, USA

(hereinafter called the Proprietor) of the one part, and

Bastei Verlag Gustav H. Lübke GmbH & Co., Scheidtbachstrasse 29-31, D-5060 Bergisch-Gladbach, Germany

(hereinafter called the Publisher) of the other part.

WHEREBY IT IS MUTUALLY AGREED AS FOLLOWS:

1) The Proprietor hereby grants to the publishers the exclusive license to publish and sell in mass-market paperback form, in the German language, throughout the world, the work entitled:

THE JEKYLL LEGACY by Robert Bloch and Andre Norton

(hereinafter called the said work) subject to the terms and conditions set forth hereunder. The Proprietor warrants that he is fully entitled to dispose of the rights licensed to the Publishers under the terms of this agreement.

2) The Publishers agree to publish their edition of the said work within eighteen months of the date of this agreement. If the Publishers fail to do so, this agreement shall terminate automatically and all rights licensed hereunder shall at once revert to the Proprietor, without prejudice to any monies already paid or payable to the Proprietor under the terms of this agreement and/or as damages.

3) The Publishers shall pay to the Proprietor the non returnable net sum of DM 10'000.-- (tenthousand Deutschmarks) payable half on signature of this Agreement, half on publication or on August 20, 1993, whichever date is the earlier. Such sum to be in advance and on account of all earnings and the following royalties payable from the full retail price (less Mehrwertsteuer/VAT) of each and every copy of the said work sold by the Publishers in their edition:

- 5% (five percent) to 20'000 (twentythousand) copies sold
- 6% (six percent) to 50'000 (fiftythousand) copies sold
- 7% (seven percent) to 100'000 (onehundredthousand) copies sold
- 8% (eight percent) thereafter

4) The Publishers shall have the exclusive handling of the following subsidiary rights in the said work in the German language, and the gross proceeds (less Mehrwertsteuer/VAT) from the disposal of such rights shall be shared between the Proprietor and the Publishers as follows:

- a) First and pre-publication serial rights (Proprietor 70% - Publishers 30%)
- b) Second and subsequent serial rights (Proprietor 60% - Publishers 40%)
- c) Book club rights (Proprietor 60% - Publishers 40%)
- d) Anthology rights (Proprietor 60% - Publishers 40%)
- e) Non-dramatic radio-readings (Proprietor 60% - Publishers 40%)
- f) deleted
- g) deleted

The Publishers shall not dispose of the rights herein mentioned under a,c, without the Proprietor's consent in writing. They shall supply the Proprietor with a copy of all subsidiary right agreements. The Publishers further warrant that such agreements reflect their entire understanding with their licensees.

5) The Publishers shall render a detailed account reflecting printings, stock movements and all sales of the said work twice a year, to the 30th day of June and the 31st day of December in each year, and they shall deliver said statement together with any amounts due within 90 days thereafter. The Publishers may opt to pay the royalties for an entire printing in advance on the day of printing. In such an event, the Publishers shall furnish the details such as printed edition and retail price. This does not relieve the Publishers of the obligation of furnishing the Proprietors with sales figures once a year to the 31st day of December within 90 days. The Publishers shall also furnish copies of statements from book club and hardcover licensees together with their own statements.

The Publishers shall account in Deutschmarks and all sums due shall be payable at the Publishers expense by transfer or check to the appropriate currency account of Paul & Peter Fritz AG, Zurich, except if the advance calls for a different currency, then such advance payments are to be paid in that currency agreed.

6) The translation of said work shall be complete and shall be made faithfully and accurately by an accomplished translator; abbreviations, additions or any alterations in the text thereof shall be made only with the prior written consent of the Proprietor. Should the Publishers choose to use another title in German than a translation of the original, the Proprietor shall be consulted and the Publishers shall not use a title against the express wishes of the Proprietor.

7) The title of the said work in English shall appear beneath the German title or on the back of the title page (together with the original copyright notice) of every copy issued in the said translation.

8) Seven (7) free copies of the said work in translated form shall be provided on first publication, of which one (1) copy to Paul & Peter Fritz AG, Jupiterstrasse 1, 8032 Zürich, Switzerland, and six (6) copies are to be sent to the Proprietors directly. Of sub-license editions one (1) copy shall be sent to Paul & Peter Fritz AG and two (2) copies shall be sent directly to the Proprietors.

9) The name of the Author shall appear in its customary form in due prominence on the title page, cover and binding of every copy produced and on all advertisements of the said work.

10) The rights herein granted are licensed to the Publishers solely and shall not be transferred by them without the written consent of the Proprietor.

11) The license granted to the Publishers herein is confined to mass-market paperback publication of the said work in the German language, and all rights not specifically licensed under the terms of this agreement are reserved by the Proprietor, including but not limited to, the rights to any subsequent updated or substantially revised editions of the said work.

12) This agreement shall be valid for a period of seven years after the date of first publication of the said work in German, and the rights herein licensed shall revert automatically to the Proprietor on that date. This license is strictly limited to the terms and period stated herein. Any arrangements for additional periods shall be subject of a new agreement. In the last twelve months of this license, printings shall be limited to the needs for stock covering the duration of this license, unless the Proprietor agrees to extend with a new license.

If at any time during the seven year period specified above the said work shall go out of print with the Publishers [to the extent of their having less than fivehundred copies of their own mass market paperback edition in stock] and/or off the market then and in such event the rights granted to the Publishers herein shall be deemed terminated, and the Proprietor shall be at liberty to dispose of such rights at his full discretion - unless the Publishers, upon being served with a four weeks notice, agree in writing to reprint the said work within six months of the date of such notice.

However, once rights revert, sub-license agreements approved by the Proprietors shall remain valid for their duration as have been granted by the Publishers to their licensees for the sale of their licensed editions of the said work with the Publishers remaining accountable for statements and monies due as specified in this agreement. Such periods are not to exceed five years from the date of the Publishers agreement for such licensed editions. No further sub-licenses may be concluded in such periods.

The Publishers shall be allowed to sell remaining stock of the said work for a period of six months after the expiration of the agreement, remaining accountable for such sales. The Publishers may not remainder their stock once the rights revert, unless the Proprietors grant an exception in writing.

13) In the event of the sale of copies as a remainder the royalty to be paid to the Proprietor shall be 5% of the sum received by the Publishers, on the condition, however, that the Proprietor receives prior written notice and the sale is not effected below cost, but the Publishers shall not remainder any copies of said work before two years after their first publication of the said work. The Proprietor shall have the right to buy copies of the said work in German at the Publishers' remainder price.

14) Unless otherwise specified herein, rights to any illustrations in the Proprietor's edition of said work are not covered in this license, but shall be subject to separate negotiation. Any permissions are to be cleared by the Publishers for their editions by their undertaking and at their own cost. The Proprietors shall furnish the Publishers with a list of all permissions not already covered by this agreement.

15) Reserved rights include but are not limited to the right to publish or cause to be published in any form, excerpts or summaries of motion pictures and/or dramatizations of the work not to exceed tenthousand words and not for sale, but to be used solely for advertising and exploitation of motion pictures and/or dramatizations upon the material.

16) No advertisements (other than advertisements for other publications of the Publishers) shall be included in any editions of the said work in German published by the publishers without the Proprietor's prior written consent. In the event of the exploitation of subsidiary rights in book form, the Publishers shall insure that this clause extends to such sub-licensed publications.

17) In the event of the Publishers becoming insolvent or being declared bankrupt or made subject to similar measures or violating any clause of this agreement (except clauses 2 and 12 which provide for the automatic termination of this agreement in case of violation) and failing to rectify such violation within one month of having received written notice from the Proprietor and/or from his/her agents to do so, this agreement shall become automatically null and void, and the license granted to the Publishers herein shall revert at once to the Proprietor without prejudice to the Proprietor's right of recovery of any sums due to him/her under the terms of this agreement and/or damages.

18) All disputes hereunder shall be settled by the defendant's competent home courts or, at claimant's election by arbitration in Zurich, Switzerland. In latter case two-party appointed arbitrators appoint their chairman. The Zurich Chamber of Commerce President shall appoint the party arbitrator and/or chairman not so appointed within thirty days after request.

19) The contents of this agreement shall be ruled and governed and interpreted according to the Laws of the State of New York.

20) All statements and sums of money due under the terms of this agreement shall be rendered and paid to the Proprietor's agents, Paul & Peter Fritz AG, Jupiterstrasse 1, 8032 Zurich, Switzerland, acting on behalf and in conjunction with Ralph Vicinanza, Literary Agent, 111 Eighth Avenue, Suite 1501, New York, NY 10011, USA who are hereby authorized to act on the Proprietor's behalf in all matters arising out of this agreement and whose receipt shall be a full and valid discharge of the Publishers's obligations.

AS WITNESS THE HANDS OF BOTH PARTIES

B

Robert Bloch
Andie Noth

BASTEI-VERLAG
Gustav H. Lübbe GmbH & Co.
Postfach 200180
[Signature]
5060 Bergisch Gladbach 2