

Agreement made this

15<sup>th</sup>

day of

August

19 90

between Andre Norton  
(name)

residing at c/o Scott Meredith Agency, 845 Third Avenue  
(address)

New York, New York 10022  
(city) (state, zip code, country)

and \_\_\_\_\_  
(name)

residing at \_\_\_\_\_  
(address)

\_\_\_\_\_  
(city) (state, zip code, country)

(individually or collectively the "Author")  
and The Berkley Publishing Group., whose principal office is located at 200 Madison Avenue, New York, New York 10016 (the "Publisher").

WHEREAS the Author is or will be the proprietor of the following described literary work (the "Work"):

Tentative Title: ~~CAT-KIN~~ Mark of Cat

Subject Matter Description: This is the story of Hynkkal, second son of an aristocratic family in a fantasy land called the Five Kingdoms. Family quarrels drive him away from his home, and he falls in with a group of mysterious wild cats who make him one of them in a blood ritual. His close bonding to the cats, together with a magical cat amulet from ancient times, makes it possible for him to return to his home city, and to succeed in the five tests of courage that determine the next emperor of the land. At the close of the book, Hynkkal takes the throne of the kingdom, which he will rule with his cat advisors.

AN

(including the proprietor or authorized licensee of the photographs, drawings, captions, maps, charts, tables, appendixes, notes, bibliography and index included in the Work and such other matter as set forth herein); and

WHEREAS the Author desires to have the Publisher publish, and the Publisher desires to publish, the Work on the terms and conditions and in consideration of the covenants set forth herein;

AUTHOR AND PUBLISHER AGREE:

Author's Grant

1. The Author hereby grants to the Publisher during the full term of copyright, and any renewals, continuations and extensions thereof, in each of the following countries and territories:

(a) The exclusive right to print, publish and sell the Work, in whole or in part, in book form in the English language in the United States of America, its territories and possessions, the Philippine Republic and Puerto Rico (the "Exclusive Territory"), and to sell the same nonexclusively for export to the "Nonexclusive Territory," that is all countries other than those designated as exclusive in this subparagraph and in subparagraph 1(b) and in Schedule A, which is attached to and is part of this Agreement (the "Schedule A Countries");

(b) The exclusive right to print, publish and sell the Work and to license the Work, in whole or in part, for publication, in book form in the English language in Canada (which shall be included in the designation "Exclusive Territory");

(c) The exclusive right to print, publish and sell the Work and to license the Work, in whole or in part, for publication, in book form in the English language in the Schedule A Countries and in the Nonexclusive Territory;

~~(d) The exclusive right to license the Work, in whole or in part, for publication throughout the world in all languages other than English;~~

(e) The exclusive right in the Exclusive Territory and the Schedule A Countries, and nonexclusively in the Nonexclusive Territory, to license the Work, in whole or in part, for publication in the English language in the following editions: (i) mass market paperback, (ii) trade paperback, (iii) original hardcover and (iv) hardcover reprint;

(f) The exclusive right in the Exclusive Territory and the Schedule A Countries, and nonexclusively in the Nonexclusive Territory, to license the Work, in whole or in part, for publication by book clubs and in magazine condensations, newspaper syndications, serializations, and as provided in paragraph 9;

(g) The exclusive right in the Exclusive Territory and the Schedule A Countries, and nonexclusively in the Nonexclusive Territory, to print, publish and sell the Work and to license the Work, in whole or in part, for publication, in textbook editions, large type editions, anthologies, picture book editions, photonovels; premium, direct mail, coupon advertising; ~~mechanical audio recordings, and mechanical audiovisual recordings;~~

~~(h) The exclusive right to license or otherwise exploit the Work throughout the world in respect to all forms of commercial tie-ins and adaptations, including (but not limited to) the exclusive right to use and license others to use the Work, or the title of the Work, in whole or in part, for (i) trademarks or trade names for other products, (ii) toys or games, and (iii) otherwise reproducing the Work, its cover or associated artwork on any material or in any medium;~~

~~(i) The exclusive right to license or otherwise exploit motion picture, dramatic, television, radio, lyric, and all other forms of performance rights to the Work throughout the world; and~~

(j) The exclusive right in the Exclusive Territory and the Schedule A Countries, and nonexclusively in the Nonexclusive Territory, to display the Work in any manner designed to be read and to license the display of the Work in any manner designed to be read, in whole or in part, by any means, method, device or process now known or later developed, and whether the images of the Work are shown sequentially or nonsequentially ("Display Rights"), including without limitation mechanical visual recordings or reproductions (together with accompanying sounds, if any), microfilm, microfiche, data retrieval systems, computer software systems, and all other forms of copying or recording of the Author's words and/or illustrations in any manner designed to be read, which are not either granted to the Publisher elsewhere in this Agreement or reserved to the Author.

**Author's Representations, Warranties and Indemnities**

2. The Author hereby represents and warrants to the Publisher, any seller or distributor of the Work, and to the Publisher's successors, licensees and assigns, and any officers, agents and employees of the foregoing: that he is the sole Author of the Work; that the Work is or will be the Author's next book length work written under his name or a pseudonym or in collaboration with any other person; that he is the sole and exclusive owner of all rights granted to the Publisher in this Agreement and has not assigned, pledged or otherwise encumbered the same; that the Work is original, has not been published in book form, and is not in the public domain; that he has full power to enter into this Agreement and to make the grants herein contained; that the Work does not, in whole or in part, infringe any copyright or violate any right of privacy or other personal or property right whatsoever, or contain any libelous or scandalous matter or matter otherwise contrary to law; that no recipe, formula or instruction contained in the Work is injurious to the user; and that all statements asserted as facts are based on the Author's careful investigation and research for accuracy.

In the event of the assertion of any claim, action or proceeding inconsistent with any of the foregoing representations and warranties, (a) the Publisher shall have the right to defend the same through counsel of its own choosing, and (b) the Author shall fully cooperate in the Publisher's defense and shall indemnify and hold harmless the Publisher, any seller or distributor of the Work, and the Publisher's successors, licensees and assigns, and any officers, agents and employees of the foregoing, from and against any and all liability, damage, loss, expense (including attorneys' fees to the extent provided below) and settlement costs, resulting from any such claim, action or proceeding, provided that no settlement covered by this indemnity shall be effected by the Publisher without the prior written consent of the Author, which consent shall not be unreasonably withheld.

If such claim, action or proceeding is successfully defended, or settled as provided above, the Author and the Publisher will share the Publisher's attorneys' fees equally; if such claim, action or proceeding results in a final judgment or decree against the Publisher, the Author will be responsible for the entire amount of such fees. If the Author desires to settle such claim, action or proceeding and the Publisher desires to continue the defense thereof, the Author's liability under the foregoing indemnity shall be limited to the bona fide settlement amount (evidenced in writing) in respect to such claim, action or proceeding against the Publisher plus one-half (1/2) of the Publisher's attorneys' fees up to the time that the claimant and the Author agreed upon the amount.

If any such claim, action or proceeding is threatened or instituted, the Publisher shall promptly notify the Author and, in the Publisher's sole discretion, may withhold payments due the Author under this or any other previously executed agreement between the Publisher and the Author, subject to the Author's right to draw on such sums to defray expenses of the Publisher in defending such claim, action or proceeding (to the extent covered by this indemnity) and to satisfy and discharge any judgment or decree rendered. In the event that a judgment or decree shall be entered in any court based upon any such claim, action or proceeding and the Author shall desire to appeal, the Author shall indemnify and hold harmless the Publisher, any seller or distributor of the Work, and the Publisher's successors, licensees and assigns, and any officers, agents and employees of the foregoing, from and against any and all liability, damage, loss, and expense (including all attorneys' fees) of such appeal and shall furnish and file all bonds necessary to perfect said appeal and to stay execution of any such judgment or decree. If a final adverse judgment or decree is rendered in such action or proceeding and is not promptly paid, bonded, or stayed by the Author, or if costs and expenses (including attorneys' fees) covered by the foregoing indemnity are not promptly paid by the Author, the Publisher may apply the payments so withheld to the satisfaction and discharge of such judgment or decree and to the payment of such costs and expenses.

Irrespective of the foregoing, the Publisher shall have the right at any time on its own behalf and expense to settle any such claim, action or proceeding without the Author's consent.

The representations, warranties and indemnities contained herein are continuing representations, warranties and indemnities and shall survive the termination of this Agreement.

Delivery of Manuscript and Corrections

3. (a) The Author shall deliver to the Publisher on or before the 30th day of June, 19 91 two (2) complete typewritten copies of the manuscript of the Work in its final form, in the English language, consisting of approximately 100,000 words, in style, content, length, and form satisfactory to the Publisher.

(b) If the Author fails to deliver the manuscript by that date, the Publisher shall have the right to terminate this Agreement upon written notice to the Author, in which event the Author shall promptly repay to the Publisher any and all sums paid to the Author.

(c) If the Publisher should terminate this Agreement pursuant to subparagraph 3(b), the Author shall not publish or permit the publication of the Work or any other work of a substantially similar nature or subject matter by any other publisher without first offering the manuscript for any such Work or work (in the form delivered to such other publisher) to the Publisher upon the terms set forth in this Agreement.

(d) If the manuscript, when delivered, is not satisfactory to the Publisher in style, content, length, and form, the Publisher, in its sole discretion, shall have the option either to notify the Author in writing to what extent the manuscript is not satisfactory, in which event the Author shall have thirty (30) days following the receipt of such notice to submit a manuscript that is satisfactory as provided in subparagraph 3(a) above and as provided by such notice, or to terminate this Agreement upon written notice to the Author.

(e) If the Publisher shall exercise the first option in subparagraph 3(d) above, and the Author fails or refuses to comply with the notice, the Publisher, in its sole discretion, shall have the option either to terminate this Agreement upon written notice to the Author, or to have the necessary work done upon the manuscript, if need be employing outside editorial assistance, and to charge the cost thereof to the Author against the Work or past works of the Author.

(f) If the Publisher exercises its option to terminate this Agreement as provided in subparagraph 3(d) or 3(e) above, the Author shall use his best efforts to sell the Work or any portion thereof elsewhere and shall repay any and all sums paid to him under this Agreement out of the first payments due him when and if another publisher accepts the Work or any portion thereof for publication.

~~(g) Simultaneously with the delivery of the manuscript as provided in subparagraph 3(a) above, the Author shall deliver to the Publisher, at the Author's sole cost and expense all photographs, drawings, captions, maps, charts, tables, appendixes, notes, bibliography, and other matters required by this Agreement, and an index within \_\_\_\_\_ days after the Author's receipt of page proofs. If the Author fails to do so, the Publisher shall have the option, in its sole discretion, either to terminate this Agreement upon written notice to the Author and to recover any and all sums paid hereunder, or to supply such materials itself, if necessary employing outside editorial and artistic assistance, and to charge the cost thereof to the Author against the Work or past works of the Author.~~

(h) If copyrighted material is included in the Work (other than that of which the Author is the lawful proprietor), the Author, at his sole expense, shall secure from the copyright proprietor and deliver to the Publisher written permission, in form satisfactory to the Publisher, to reproduce such materials in the Work and in all editions, adaptations and media and in the territory and during the entire term permitted in this Agreement.

~~(i) The Author shall promptly read, revise, correct and return to the Publisher all proofs of the Work submitted to him by the Publisher. The Author shall pay for all alterations in the proof made at the Author's request (exclusive of the cost of correcting typesetter errors or making Publisher alterations), to the extent that such alterations exceed ten percent (10%) of the cost of composition. The Author shall pay for all alterations (exclusive of the cost of correcting errors of the typesetter or making Publisher alterations) that he requests after page proofs have been made or typesetting of the Work has been corrected in conformity with the Author's corrected galley proof.~~

\* (i) The Publisher shall submit to the Author and...

Publication

\*\* (a) The Author will have the opportunity to approve the copyedited ms of the Work.

4. (a) Except as provided in subparagraphs 4(b) and 4(c) below, the Publisher will, within 24 months after acceptance of the Work ~~as provided in paragraph 5 below~~, publish or cause publication of the Work in such editions, style and manner and at such prices as it deems suitable. The Publisher shall be authorized to exercise the usual editorial privileges in the course of preparing the Work for composition and to make the manuscript conform to its standard style of punctuation, spelling, capitalization and usage. \*\*

(b) The failure of the Publisher to publish or cause publication of the Work within the time period set forth in subparagraph 4(a) above shall not be deemed to be a violation of this Agreement if such failure to publish is caused by restrictions of governmental agencies, labor disputes, inability to have the book manufactured or to obtain the materials necessary for its manufacture, or by any delay occasioned by the assertion of any claim, action or proceeding covered by any of the representations and warranties contained in paragraph 2, or for any other cause beyond the control of the Publisher. In the event of a delay resulting from any cause referred to in this subparagraph the publication date may, at the Publisher's option, be postponed accordingly, provided, however, that if the delay is occasioned by the assertion of any claim, action or proceeding covered by any of the representations and warranties contained in paragraph 2 hereof and such claim, action or proceeding is not resolved by settlement or final judgment within six (6) months, the Publisher shall have the option to terminate this Agreement and the Author shall thereupon repay any advance paid to him.

(c) In the case of prepublication serialization, initial book publication may be delayed, at the Publisher's option, for a period not to exceed six (6) months after completion of publication of such serialization.

(d) If the the Publisher fails to publish the Work within the agreed time period, the Author may, at his option, by written notice to the Publisher, terminate this Agreement. In such event the only damages recoverable by the Author shall be limited to the advance paid by the Publisher up to the date of termination. No other damages, actions or proceedings, either legal or equitable, including (but not by way of limitation) specific performance, shall be claimed, instituted or maintained by the Author against the Publisher.

(e) Nothing herein shall require the Publisher to publish or license each and every edition permitted to be published or licensed hereunder. Furthermore, the Publisher shall not be required to continue the publication of the Work if in its opinion it violates the right of privacy or any property or personal right of any person, or contains any libelous, scandalous or other unlawful matter, or presents a substantial risk of liability or injury to third persons or of governmental action against the Work. If in the good faith opinion of Publisher's legal counsel the Publisher is unable to publish the Work for the reasons set forth in this subparagraph, the Publisher shall have the right to terminate this Agreement, and the Author shall thereupon repay any advance paid to him.

Advance

5. The Publisher shall pay to the Author as an advance against all royalties and other sums accruing to the Author under this Agreement, the sum of  
Seventy-five Thousand-----Dollars (\$ 75,000.00 )  
to be paid as follows:

Twenty-five Thousand Dollars (\$25,000.00) on the signature hereof; and

Twenty-five Thousand Dollars (\$25,000.00) on the delivery and acceptance of the complete manuscript of the Work; and

Twenty-five Thousand Dollars (\$25,000.00) on the publication of the Publisher's hardcover edition of the Work.

Royalties for  
Trade Hard-  
cover Edition

6. The Publisher shall pay to the Author, or credit to the Author's account, the following royalties on copies sold of any trade hardcover edition of the Work published by the Publisher, less credited returns and less a reasonable reserve for estimated returns:

(a) Except as otherwise provided in this paragraph 6 or subparagraph 10(a) below, the following percentages of the Publisher's suggested retail price as defined in subparagraph 34(a) below ("Suggested Retail Price"), of each copy sold in the United States through normal channels:

Ten percent (10%) on the first 5,000 copies of the Work sold; and

Twelve and one-half percent (12½%) on the next 5,000 copies of the Work sold; and

Fifteen percent (10%) on all copies of the Work sold thereafter.

Copies covered by any other subparagraph of this paragraph 6, other than subparagraphs 6(b) and 6(h), and 6(i), shall not be included in the computation of total copies sold for purposes of this subparagraph 6(a);

(b) Where the discount to jobbers or to wholesale distributors or booksellers (except as provided for in subparagraph 6(d) below) on copies of any edition published by the Publisher is forty-eight percent (48%) or more, the Publisher shall pay to the Author the prevailing royalty rate under subparagraph 6(a) above less one-half (½) the difference between a forty-four percent (44%) discount and the discount granted (it being understood that in no event shall the amount paid to the Author be less than one-half (½) the prevailing royalty rate under subparagraph 6(a) above), but the regular rate of royalty, regardless of discount, shall be paid on books delivered to booksellers and bookdealers in payment for trade advertising;

(c) A royalty of ten percent (10%) of the amount received as defined in subparagraph 34(b) below ("Amount Received"), by the Publisher on sales of overstock and damaged copies that the Publisher deems expedient to sell at a discount of sixty percent (60%) or more; provided that the royalty shall in no event exceed one-half (½) of the excess of the Amount Received by the Publisher over the Publisher's manufacturing cost as defined in subparagraph 34(c) below ("Manufacturing Cost"). No sale of overstock shall take place within the first year after publication of the Work in book form, except upon the written consent of the Author or the Author's agent pursuant to paragraph 26 below, which consent shall not be unreasonably withheld;

(d) For sales outside normal wholesale and retail trade channels, a royalty of ten percent (10%) of the Amount Received by the Publisher on sales at a discount between fifty percent (50%) and sixty percent (60%) of the Publisher's Suggested Retail Price and five percent (5%) of the Amount Received on sales at a discount of sixty percent (60%) or more; provided that the royalty shall in no event exceed one-half (½) of the excess of the Amount Received by the Publisher over the Publisher's Manufacturing Cost;

(e) A royalty of ten percent (10%) of the Amount Received by the Publisher for copies, bound or in sheets, sold for export (except as provided in subparagraph 6(f) below); provided that the royalty shall in no event exceed one-half (½) of the excess of the Amount Received by the Publisher over the Publisher's Manufacturing Cost;

(f) A royalty of twelve and one-half percent (12½%) of the Amount Received by the Publisher on all sales in Canada of copies of any edition published by the Publisher;

(g) A royalty of five percent (5%) of the actual selling price on copies sold directly to commercial purchasers as a premium or to the consumer through the medium of mail-order coupon advertising, direct by-mail circularization or solicitation by radio or television;

(h) A royalty of ten percent (10%) of the Publisher's Suggested Retail Price or a royalty equal to the initial royalty rate under subparagraph 6(a) above, whichever is lower, on all copies sold from a reprinting of two thousand five hundred (2,500) copies or less made within the first two years after publication;

(i) A royalty of one-half (½) of the prevailing royalty rate under subparagraph 6(a) above on all copies sold from a reprinting of two thousand five hundred (2,500) copies or less made no earlier than two (2) years after first publication, provided that sales under subparagraphs 6(a) and 6(b) above in the six (6) month period immediately preceding such reprinting do not exceed five hundred (500) copies; and

(j) A royalty of five percent (5%) of the Publisher's Suggested Retail Price of each copy sold within the United States of any hardcover reprint edition issued by the Publisher at a Suggested Retail Price of not more than two-thirds (⅔) of the original Suggested Retail Price.

**Royalties for  
Mass Market  
Paperback  
Edition**

7. The Publisher shall pay to the Author, or credit to the Author's account, the following royalties on copies sold of any mass market paperback edition of the Work published by the Publisher, less credited returns and less a reasonable reserve for estimated returns:

(a) Except as otherwise provided in this paragraph 7 or subparagraph 10(a) below, the following percentages of the Publisher's Suggested Retail Price of each copy sold in the United States through normal channels:

Eight percent (8%) on all copies of the Work sold.

Copies covered by any other subparagraph of this paragraph 7 shall not be included in the computation of total copies sold for purposes of this subparagraph 7(a);

(b) A royalty of five percent (5%) of the Publisher's Suggested Retail Price on all copies sold for export, or outside the United States; and

(c) A royalty of five percent (5%) of the Amount Received by the Publisher on sales of overstock and damaged copies, and on all copies sold to a governmental agency, to a book club, through the medium of mail order, to commercial purchasers as a premium, in bulk outside normal (wholesale and retail) channels, and for each copy sold at a discount of fifty-five percent (55%) or more from the Publisher's Suggested Retail Price of the mass market edition of the Work; provided that the royalty shall in no event exceed one-half (½) of the excess of the Amount Received by the Publisher over the Publisher's Manufacturing Cost.

**Royalties for  
Trade Paper-  
back Edition**

8. The Publisher shall pay to the Author, or credit to the Author's account, the following royalties on copies sold of any trade paperback edition of the Work published by the Publisher, less credited returns and less a reasonable reserve for estimated returns:

(a) Except as otherwise provided in this paragraph 8 or subparagraph 10(a) below, the following percentages of the Publisher's Suggested Retail Price of each copy sold in the United States through normal channels:

Seven and one-half percent (7½%) on all copies of the Work sold.

Copies covered by any other subparagraph of this paragraph 8 shall not be included in the computation of total copies sold for purposes of this subparagraph 8(a);

(b) A royalty of two-thirds (⅔) of the prevailing royalty rate under subparagraph 8(a) above, based upon the Amount Received by the Publisher, on all copies sold for export, or outside the United States; and

(c) A royalty of five percent (5%) of the Amount Received by the Publisher on sales of overstock and damaged copies, and on all copies sold to a governmental agency, through the medium of mail order, to commercial purchasers as a premium, in bulk to book clubs and outside normal (wholesale and retail) channels, and for each copy sold at a discount of fifty percent (50%) or more from the Publisher's Suggested Retail Price of the trade paperback edition of the Work; provided that the royalty shall in no event exceed one-half (½) of the excess of the Amount Received by the Publisher over the Publisher's Manufacturing Cost.

Royalties  
from Licens-  
ing

9. (a) The Publisher shall pay to the Author, or credit to the Author's account, the specified percentage of the net proceeds received by the Publisher from the licensing of the following rights:

<i>Right</i>	<i>Percentage to be Paid to Author</i>
Mass Market Paperback	50%
Trade Paperback	50%
Hardcover Reprint	50%
Book Club	50%
Syndication	50%
Second Periodical Rights (after first book publication): serialization, digest, abridgment, condensation, excerpt	50%
Anthology and Other Selection Reprint, in whole or in part: in complete, condensed, adapted or abridged versions	50%
Textbook Edition, Large Type Edition, Picture Book Edition, Photonovel	50%
Premium, Direct Mail, Coupon Advertising	50%
<del>Hardcover Original</del>	<del>_____</del>
Publication in the English language in the Schedule A Countries	<u>80%</u>
Publication in the English language in Canada	<u>50%</u>
<del>Publication in Other Languages</del>	<del>_____</del>
<del>First Periodical Rights (prior to first book publication)</del>	<del>_____</del>
<del>Motion Picture, Television, Radio and Dramatic Rights</del>	<del>_____</del>
<del>Lyric Rights</del>	<del>_____</del>
<del>Commercial Adaptations and Tie-Ins</del>	<del>_____</del>
<del>Mechanical Audiovisual Rights</del>	<del>_____</del>
<del>Mechanical Audio Recordings</del>	<del>_____</del>
Display Rights	<u>50%</u>

~~(b) In the event the Author retains Canadian book club rights, the Publisher shall have the nonexclusive right to permit book club editions of the Work licensed by the Publisher to be sold in Canada and the Publisher shall remit to the Author all royalties received on such Canadian sales.~~

No Royalties

10. No royalty, fee or other charge shall be payable to the Author for the following, applicable to all editions of the Work published or caused to be published pursuant to this Agreement:

(a) Sales made at or below Manufacturing Cost, copies destroyed, copies furnished gratis to the Author, editorial review copies, or copies otherwise used to promote the sale of the Work;

(b) Licensing publication of the Work without fee, in Braille (or similar tactile symbols), or by mechanical audio recordings or visual recordings, solely for the blind and other physically handicapped persons; and

(c) Publishing or permitting others to publish or broadcast by radio or television selections from the Work, for publicity and promotion purposes only, in a manner which in the opinion of the Publisher would benefit its sale, provided such rights do not conflict with the rights acquired by the purchaser (if any) of the motion picture rights.

+(Paragraph 11): If, after termination for non-delivery under subparagraph 3(b) herein, the Author fails to repay to the Publisher any and all sums paid to the Author under this Agreement, such payments shall be chargeable against and recoverable by the Publisher from any and all moneys accruing to the Author under any other previous agreement with the Publisher.

**Statements  
and Payments**

+such periods  
end June 30 and  
December 31.

11. The Publisher shall render semiannual statements of account in accordance with its regular accounting practices, except that the first statement shall not be rendered until at least six (6) months after publication date. Such statements shall be submitted to the Author, together with payment for all amounts due for each period, during the fourth month following the close of each period, so long as any payments are due. All payments made by the Publisher to or for the account of the Author pursuant to this agreement shall be chargeable against and recoverable by the Publisher from any and all moneys accruing to the Author under this ~~or any other previous~~ agreement with the Publisher, and all sums owing by the Author to the Publisher under this ~~or any other~~ agreement may be deducted from payments accruing to the Author under this ~~or any other previous~~ agreement with the Publisher. State, federal, and foreign taxes on the Author's earnings, when required by law to be withheld and paid by the Publisher, shall be proper charges against the Author's earnings hereunder. When the balance to the credit of the Author at the end of any statement period shall be less than ten dollars (\$10), no statement shall be rendered, and the amount due shall be carried forward. The Author or his duly authorized representatives shall have the right upon written request to examine the Publisher's records that relate to the Work; such examination shall be at the cost of the Author unless errors of accounting amounting to five percent (5%) or more of the total sum paid to the Author during the period covered by such request shall be found to his disadvantage, in which case the cost shall be borne by the Publisher.

**Copyright**

12. (a) The Publisher shall print in each edition of the Work published by it a proper United States copyright notice in the name of the Author, sufficient to secure United States copyright and Universal Copyright Convention protection in the work to such person. The Author hereby appoints the Publisher as his attorney-in-fact, and in such capacity the Publisher shall duly register a claim for United States copyright in the Work in such person's name, and for any renewals, extensions or continuations thereof if necessary, and shall deposit the required number of copies of the Work with the Library of Congress. The Publisher shall use its best efforts to see that every license granted by it to publish, reproduce or otherwise use the Work, in whole or in part, shall contain a specific requirement that the licensee will print a proper copyright notice in each edition of the Work published by such licensee. The Publisher's failure to carry out the obligations in this subparagraph shall not be deemed to be a breach of this Agreement unless the Publisher shall not use its best efforts to cure such failure after notice from the Author.

(b) The Author, his heirs, executors, administrators, successors and assigns shall render such cooperation and assistance as the Publisher may reasonably request to protect the rights granted hereunder, including (but not by way of limitation) delivering to the Publisher appropriate transfers of copyright and other documents, in legally recordable form, in respect to all or any portion of the Work or any edition thereof. In addition, the Author shall promptly notify the Publisher of any arrangement he makes for the publication of the Work, in whole or in part, by any person other than the Publisher, as to any rights reserved to the Author hereunder.

(c) If the Work contains a substantial portion of material taken from documents prepared and published by the United States Government and therefore not subject to copyright, the Author shall notify the Publisher in writing of the existence and location of all such material in the Work.

**Copyright In-  
fringement**

13. In the event that the copyright of the Work shall be infringed, and if no mutually satisfactory arrangement shall be arrived at for joint action in regard thereto, either the Author or the Publisher, jointly or separately, shall have the right to bring an action to enjoin such infringement and to recover damages. If they shall proceed jointly, the expenses and recoveries, if any, shall be shared equally; if they cannot agree to proceed jointly, any party going forward with such action shall bear his or its own expenses, and any recoveries had therein shall belong to such party. If the party bringing action does not hold the record title of the copyright, the other party will transfer and permit the recordation of such copyright ownership as will permit the former to bring the action in his or its own name.

**Author's  
Property**

14. The Publisher shall not be responsible for loss or damage to any property of the Author. In the absence of a written request from the Author made prior to publication, the Publisher, after publication of the Work, may dispose of the original manuscript and proofs.

**Author's  
Copies**

15. The Author shall be entitled to receive on publication ten (10) free copies of each edition of the Work published by the Publisher, and shall have the right to purchase further copies for personal use and not for re-sale at a discount of forty percent (40%) from the Publisher's Suggested Retail Price.

**Contracts  
With Others**

16. The Publisher shall notify the Author of the terms of any contracts or agreements entered into by the Publisher for any grant or license permitted under this Agreement where the Author's share of the proceeds or royalty is or is likely to amount to five hundred dollars (\$500) or more and, upon the Author's request, shall furnish the Author with a copy of each such contract or agreement.

**Use of Au-  
thor's Name  
and Likeness**

17. The Publisher, in its sole discretion, may use and authorize the use of the Author's name, likeness, photograph and biographical data in connection with advertising, publicizing, licensing and promoting the Work, and any commercial adaptation thereof.

**Motion Pic-  
ture and  
Television  
Tie-Ins**

18. In the event that motion picture or telecast rights in the Work are reserved to the Author and the Author is successful in selling or licensing such rights to a third party, the Author hereby consents and agrees that any such sale or license shall contain a provision in favor of the Publisher, its licensees, successors and assigns, at no additional cost, permitting use of the title used in or suggested by the motion picture or telecast together with or as an alternative to the original title of the Work.

No Competing Work

19. The Author agrees that during the term of this Agreement he will not, without the written permission of the Publisher, publish or authorize to be published any work substantially similar to the Work or which is reasonably likely to injure its sale or the merchandising of the the other rights granted herein.

Out of Print Provisions

20. If the Work shall be out of print and if, after written notification from the Author to this effect, the Publisher shall fail to place the Work in print, or license publication of a reprint edition by another publisher as permitted herein, within a period of six (6) months after the date of such notice (subject, however, to the provisions of subparagraph 4(b) hereof in respect to delay from causes beyond the control of the Publisher), this Agreement shall thereupon terminate with such effect as provided in paragraph 23 below. The Work shall not be deemed to be out of print so long as it is under option or contract for publication or on sale in any edition in the United States, whether under the imprint of the Publisher or a licensee.

Termination by Publisher

21. If the Publisher shall determine that there is not sufficient sale of the Work to enable the Publisher to continue the Work's publication and sale, the Publisher may give written notice of the termination of this Agreement to the Author, with such effect as provided in paragraph 23 below.

Bankruptcy and Liquidation

22. If the Publisher is adjudicated a bankrupt or makes a general assignment for the benefit of creditors or liquidates its business, this Agreement, to the extent permitted by law, shall terminate upon notice from the Author to the Publisher, with such effect as provided in paragraph 23 below.

Rights on Termination

23. Upon the termination of this Agreement for any cause, all rights granted to the Publisher shall revert to the Author, subject to the Publisher's continued participation, to the extent provided, in any licenses granted by the Publisher. The Publisher may dispose of any or all of the copies of the Work remaining on hand as it deems best, subject to the payment of royalties as provided.

Revision

24. If the Publisher, in its sole discretion, determines that a revision of the Work is desirable, the Author shall have thirty (30) days after receipt of a request from the Publisher to notify the Publisher that he will make the revision himself within one (1) year. If the Author fails to deliver such notice, or having delivered such notice he shall fail to deliver a revision satisfactory to the Publisher in style, content, length, and form within that period, the Publisher shall have the right, at its option, to make the revision, charging any outside editorial fee or other fee or royalty to the Author against the Work or past works of the Author. It is further agreed that for the purposes of royalty computation, the revised edition shall be considered a new work, and the same scale of royalties shall apply to it as applied to the original edition hereunder.

Option on Next Work

\*or detailed outline...  
#acceptance

25. The Author hereby grants to the Publisher the exclusive right and option to publish his next book-length work of fantasy set in the same universe, subject to the terms and conditions hereinafter set forth. The Author shall submit the completed manuscript of such work to the Publisher before offering or submitting same to any other party. The Publisher shall have a period of thirty (30) days after submission of such work or ninety (90) days after the Publisher's ~~first publication~~ of the Work hereunder, whichever is later, within which to notify the Author whether it desires to publish such work. If within such period the Publisher notifies the Author of its desire to publish such work, the parties shall negotiate in good faith with respect to the terms of an agreement to publish such work. During this entire period the Author shall not submit or offer such work to any other party or negotiate with any other party with respect to such work. If the Author and Publisher are unable to reach an agreement, the Author may offer such work to other parties, provided, however, that he shall not enter into an agreement for the publication of such work with any other publisher upon terms equal to or less favorable than those offered by the Publisher. In the event that the Author is unable to reach an agreement with either the Publisher or any other party for the publication of such work, this option will continue to apply with the same force and effect to the succeeding book-length work of fantasy set in the same universe created by the Author, until such an agreement is reached with either the Publisher or any other party.

Agency Clause

~~26. The Author hereby authorizes and appoints~~

\_\_\_\_\_  
(name)  
\_\_\_\_\_  
(address) (city, state, zip code)

to act as his agent and to collect and receive all sums of money payable to him under the terms of this Agreement, and the receipt by such person shall be a valid discharge in that respect. Such person is hereby fully empowered to act on behalf of the Author in all matters in any way arising out of this Agreement, and is hereby designated as the Author's agent upon whom notices regarding this agreement may be delivered. The designation of such person as agent shall survive the incapacity (physical or mental) or death of the Author, and may be terminated only upon written notice to the Publisher signed jointly by the Author (or his heirs, executors, administrators, successors or assigns) and by such agent.

SEE RIDER TO PARAGRAPH 26.



Notices

27. Any notices required or permitted to be given shall be in writing and shall be delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, to the Publisher or the Author (or his agent) at the respective addresses given above, or at such other addresses as the parties may from time to time designate by written notice given in the manner provided herein.

Reservation of Rights to Author

28. (a) All rights in the Work not granted to the Publisher are reserved to the Author and may be exercised or disposed of by him at any time during the term of this Agreement, subject to the provisions of paragraph 19 hereof.

(b) In the event the Author retains such rights, he agrees not to license or otherwise permit the publication of any other English-language hardcover or paperback edition of the Work in the Nonexclusive Territory earlier than the respective dates of the Publisher's publication of its hardcover and paperback editions (either the Publisher's own or sublicensed editions) in the Nonexclusive Territory, except that if no United States paperback edition is published within eighteen (18) months from the date of first hardcover publication the Author may permit release of an English-language paperback edition in the Nonexclusive Territory.

Assignment of Publication Under Affiliated Imprint

29. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. The Publisher may assign this Agreement, in whole or in part, to any parent, subsidiary or affiliated company, or to an assignee expressly assuming all of the obligations of the Publisher who or which acquires all or a substantial portion of the business of the Publisher. Any other assignment, whether voluntary or by operation of law, shall be null and void unless the assigning party has obtained the prior written approval of the other party.

Entire Agreement; Waiver or Modification

30. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and proposals (whether written or oral) in respect to the matters specified. No waiver or modification of any of these provisions shall be valid unless in writing and signed by or on behalf of the party granting such waiver or modification. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any repetition of such breach or default or in any way affect any of the other terms or conditions hereof.

Severability

31. If any provision of this Agreement is judicially declared to be invalid, unenforceable or void by a court of competent jurisdiction, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, and the part or parts of this Agreement so held to be invalid, unenforceable or void shall be deemed to have been deleted from this Agreement, and the remainder of this Agreement shall have the same force and effect as if such part or parts had never been included.

Interpretation, Venue and Service of Process

32. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York, applicable to contracts made and to be entirely performed therein. Any suit, action, claim or proceeding arising out of or in any way relating to this Agreement or its breach may only be brought in a court of record (local, state or federal) in the State of New York, and the parties hereby consent to jurisdiction of the said courts of New York and to service of process upon them either personally or by certified or registered mail, postage prepaid, return receipt requested. Service of process made by certified or registered mail as herein provided shall be deemed complete three (3) days after the mailing thereof.

Definition of "Author"; Joint Authors

33. The word "Author" shall include male, female, or a firm or corporation, and the plural. In the case of more than one author their rights and duties shall be joint and several, and each author is hereby designated as agent for the other for purposes of service of process in any action or proceeding brought by the Publisher against either or both authors arising out of or in any way relating to this Agreement or its breach. In the event this Agreement is with more than one author and a dispute arises between the authors that threatens to involve the Publisher in litigation, the Publisher shall have the right to cancel this Agreement if such dispute is not settled or finally determined by court order within ninety (90) days, and, in that event, any advances paid to or for the account of the authors shall be repaid to the Publisher.

Definition of Terms

34. As used in this Agreement:

(a) "Suggested Retail Price" will mean the price on the jacket or cover of the applicable edition of the Work or, in the absence of a cover price, the retail list price for the edition suggested by the Publisher in its catalogs, order forms, or promotional material;

(b) "Amount Received" will mean amounts actually received by the Publisher, after allowances and return credits, and excluding postage and shipping costs or other similar charges, and sales, excise, or similar taxes, if any; and

(c) "Manufacturing Cost" will mean the per-unit cost of plant, paper, printing and binding of the applicable edition, but any copy sold at a discount of eighty-five percent (85%) or more from the Suggested Retail Price shall be deemed sold below Manufacturing Cost.

Effect of Headings

35. Descriptive words and statements used in the margins of this Agreement to summarize the contents of the paragraphs hereof are not to be deemed a part of this Agreement or an interpretation or representation as to the contents of such paragraphs.

Additional Provisions

36. The Publisher will use reasonable efforts to use Karen Kuykondall (the "Artist") as the cover artist for the Work provided the Artist and Publisher can come to terms.

RIDER TO PARAGRAPH 26

The Author does hereby appoint Scott Meredith Literary Agency, Inc., 845 Third Avenue, New York, New York 10022, irrevocably as his/her 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 shall constitute a good and valid discharge of all such indebtedness. The Author does also hereby irrevocably assign and transfer to Scott Meredith Literary Agency, Inc. and Scott Meredith Literary Agency, Inc. shall retain, a sum equal to ten percent (10%) plus any monies advanced to or disbursements made on behalf of the Author by said agent, out of all monies due and payable to and for the Author under this Agreement or related Agreements.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

Witness:

The Berkley Publishing Group

By [Signature]  
David Shanks - President Publisher

By [Signature]  
Roger Cooper - Publisher Publisher

Witness:

[Signature]  
Eugene A. Dieckert

[Signature]  
Andre Norton Author

American  
Citizenship Date of Birth

[Redacted]  
Social Security Number or Employer Identification Number

Witness:

\_\_\_\_\_

\_\_\_\_\_ Author

\_\_\_\_\_ Date of Birth

\_\_\_\_\_ Social Security Number or Employer Identification Number

SCHEDULE A

Australia

British West Indies

Burma

Egypt

Fiji

Ghana

Iraq

Irish Republic

Jamaica

Jordan

Kenya

Malaysia

Namibia

New Zealand (including Ross)

Nigeria and the Cameroons

Sierra Leone

Singapore

South African Republic

Trinidad and Tobago

United Kingdom (including Northern Ireland, the Isle of Man and Channel Islands)

Zambia

Zimbabwe-Rhodesia

**AGREEMENT** dated May 1, 1990 between **Karen Kuykendall**, P.O. Box 845, Casa Grande, AZ 85222 (hereinafter referred to as "Kuykendall") and **Andre Norton**, 1600 Spruce Avenue, Winter Park, FL (hereinafter referred to as "Norton") with regard to the writing of a fantasy novel series collectively entitled CAT KIN (the "Series").

1. Kuykendall is the creator and owner of a fantasy world and characters which are described in the summary which is attached hereto and made a part hereof. Said universe and characters shall be referred to herein as the "World."

2. Kuykendall does hereby grant and assign to Norton the exclusive right to utilize the World in a series of novels, to be known by the overall name of CAT KIN or such other name as may be mutually agreed upon by Kuykendall and Norton. Norton shall have the free and unlimited right to use the World in all its aspects in the Series, and to exploit, license, assign, and sell the series and all rights therein.

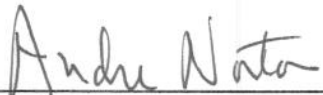
3. Kuykendall shall receive 50% of all Norton's net income derived from the series and from the exploitation of all rights therein. ("Net" is defined as gross minus 10% agent's commission on sales made within the United States of America, and 20% agent's commission on foreign sales.) Norton's agent, Scott Meredith Literary Agency, Inc., shall represent the series on behalf of Norton and shall promptly disburse to Norton and Kuykendall their 50% shares of all income received. Kuykendall's and Norton's payments shall be disbursed to them simultaneously.

4. Except for the rights granted to Norton herein, Kuykendall retains all rights in the World. However, Kuykendall shall not use or exploit the retained rights in such a way that would injure the salability of, or directly compete with, the series or any subsidiary uses thereof.


5. Norton shall use her best efforts to obtain for Kuykendall the exclusive assignment to provide cover art for the initial publication of the series, any reprint editions, and any and all subsidiary rights uses.

6. Norton shall prepare an Introduction for each volume of the series describing, in form and content acceptable to Kuykendall, Kuykendall's credit as sole designer and creator of the World. Where desired by Kuykendall and permitted by any publisher or other licensor of the series, Kuykendall shall also receive credit on the title page or cover in the following form: "Based upon characters created by Karen Kuykendall," or such other wording as shall be mutually acceptable to Kuykendall and Norton.

AGREED AND ACCEPTED:

  
\_\_\_\_\_  
ANDRE NORTON

  
\_\_\_\_\_  
KAREN KUYKENDALL

  
\_\_\_\_\_  
SCOTT MEREDITH LITERARY AGENCY, INC.  
Russell Galen, Vice President