

MEMORANDUM OF AGREEMENT, entered into on.....*May 22*.....19*78*.....
between Fawcett Books, a unit of CBS Consumer Publishing, a division
of CBS, Inc. of New York, N.Y. (hereinafter referred to as the Licensee),
and Andre Norton c/o Larry Sternig Literary Agency whose address is
742 Robertson Street, Milwaukee, Wisconsin 53213 (hereinafter referred
to as the Licensor).

1. In consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and other good and valuable consideration, the Licensor hereby grants and conveys to the Licensee the sole and exclusive rights to print and publish paperbound reprint editions of RIDE PROUD REBEL; REBEL SPURS and FOLLOW THE DRUM all by Andre Norton in the English language, in the United States, its territories and dependencies, the Republic of the Philippines, and Canada; and a non-exclusive license in the Open Market (Open Market is defined as territory other than: the United States and its territories and dependencies, the Republic of the Philippines, the British Commonwealth of Nations, and the Free State of Ireland). These rights are understood to include those necessary to publish as paperbound books, or license publication as paperbound books, and to offer for sale and sell said books as published in the aforementioned territory.
 2. The Licensor agrees that the Licensee may change the titles, or publish the works in abridged form, with the consent of the Licensor which consent shall not be unreasonably withheld.
 3. During the term of this agreement the Licensor shall not publish or permit any third party to publish and sell the books or any selections therefrom in volume form without the written consent of the Licensee.
 4. The Licensor grants to the Licensee the aforesaid rights to each book for a period of five (5) years from the date on which the Licensee first publishes each book. Such rights shall continue subsequently until terminated by the Licensor. Notice of termination may be given by the Licensor at any time after the license period, to be effective one hundred eighty (180) days thereafter, such notice to be given in writing. If the Licensee fails to keep either of the books in print during the term of this agreement and fails to reprint said book within one hundred eighty (180) days after written request from the Licensor to do so (unless prevented from doing so by circumstances beyond its control), then the Licensor may terminate this agreement insofar as it pertains to the book in question by written notice. If the Licensee has put into process a printing of said book during the license term, and prior to its receipt of any termination notice, the license term shall thereby be extended for a period of two (2) years from the date of publication of such printing. After receipt of such notice, the Licensee shall be permitted by the Licensor to liquidate its existing stock of said book. Termination of this agreement shall be without prejudice to the Licensor's rights to monies payable hereunder.
 5. The Licensee agrees to publish all of the book no later than June 1982. The Licensee may, however, advance or delay its editions of the books to two months prior to the date of the first scheduled release of a motion picture or television movie based on the books. If the Licensee shall fail to publish either of the books within the time provided in this paragraph, except in the event publication is delayed to coincide with the motion picture or television movie based on either of the books, the Licensor may terminate this agreement insofar as it pertains to the book in question by written notice which shall become effective six (6) months after receipt thereof by the Licensee unless the books are published before the expiration of that period. Upon such termination all rights granted hereunder insofar as it pertains to the book in question shall revert to the Licensor and the Licensee shall not be liable to the Licensor by reason of such non-publication of the books, and the Licensee shall not be required to make any payments of money to the Licensor other than the minimum royalty amount which is provided for upon the signing of this contract as referred to in paragraph 6 hereof.
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6. The Licensee agrees to pay to the Licensor the sum of Ten Thousand Dollars (\$10,000), the money to be apportioned as follows: \$2,500 each for RIDE PROUD REBEL and REBEL SPURS and \$5,000 for FOLLOW THE DRUM, payable \$5,000 on signing of this contract; \$1,250 on the date of publication of the Licensee's edition of RIDE PROUD REBEL; \$1,250 on the date of publication of the Licensee's edition of REBEL SPURS and the sum of \$2,500 on the date of publication of the Licensee's edition of FOLLOW THE DRUM, as an advance against royalties to be earned in a common account at the rate of ten per cent (10%) of the retail price per net copy sold in the United States and Canada; and at the rate of six and two thirds per cent (6 2/3%) of the retail price per net copy sold outside continental United States and Canada. The royalty payable on copies sold to commercial firms for use or resale by them in connection with the sale of their own products, or of damaged copies, shall be five per cent (5%) of the net amount received by the Licensee, except that no royalty shall be paid on any such copies sold at or below cost. In the event the Licensee disposes of copies of the books to a Book Club, the Licensor agrees to accept royalty amounting to four per cent (4%) of the retail price of the Clubs edition of the book. It is also agreed that no royalty shall be paid on copies destroyed, or given away to promote the sale of the books.
7. The Licensor warrants that the rights herein granted to the Licensee are controlled by the Licensor and are not subject to any prior contracted right or lien which may interfere with the rights of the Licensee hereunder; also that the books do not infringe upon any statutory or other copyright, or any rights of others whatsoever; also that the books contain no matter which is contrary to law. The Licensor will hold the Licensee harmless against any loss or expense, including counsel fees incurred, arising out of any breach or alleged breach of any of the foregoing warranties. In defending against any claim based on such breach or alleged breach, the Licensee shall have the right to select counsel.
8. The Licensee shall render statements and make payments to the Licensor as follows: March 31 for the period July 1 - December 31 and September 30 for the period January 1 - June 30.
9. The Author asserts that her literary agent is Larry Sternig Literary Agency whose office is at 742 Robertson Street, Milwaukee, Wisconsin 55213 and directs the Licensee to pay all monies due the Author to said literary agent. Should the Author at any time decide to assign her rights to royalties under this contract, or to be paid in any other manner, she hereby agrees to furnish the Licensee a copy of such assignment in writing, and specify in writing to whom and where future royalty payments may be made, and such assignment shall not be binding on the Licensee unless the Author shall receive from the Licensee written acknowledgment of receipt of a copy of such assignment.
10. The Licensor agrees to submit to the Licensee a copy of the next work by the same author for which the Licensor has a contract with the understanding that the Licensee shall have thirty (30) days from receipt of said work to make a satisfactory offer to the Licensor. If terms mutually satisfactory can be agreed upon there will be no solicitation by the Licensor of bids from outside parties.
11. The Licensor shall furnish to the Licensee upon the signing of this agreement, without cost to the Licensee, as many copies that are available of the trade editions of each book. The Licensee agrees to print on the copyright pages of each book the copyright notices as contained in the said trade editions. The Licensee at its option, may include any illustrations in the text or on the covers, or any material relating to the books which appear on the jackets of the trade editions thereof.
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12. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and assignees.

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

In the presence of:

Fawcett Books, a unit of
CBS Consumer Publishing,
a division of CBS, Inc.

Eileen Simonell
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By *John L. ...*
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Gene Mae Lanier
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By *Archie Norton*
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