

Handwritten signature/initials

AGREEMENT made this Sixteenth day of April, 1957, by and between THE GNOME PRESS, INC., 80 East 11th Street, New York 3, New York

hereinafter referred to as the Seller, and ACE BOOKS, a division of A. A. Wyn, Inc., of 23 West 47th Street, New York, N. Y., hereinafter referred to as the Buyer.

In consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. PUBLICATION RIGHTS GRANTED. The Seller hereby grants to the Buyer the rights to print, bind and sell, in such format and design and under such imprints and trade names as the Buyer may determine, all or part of the book entitled SARGASSO OF SPACE written by

Andrew North

in paper-bound editions. The right granted hereby shall be sole and exclusive in the United States, its territories and possessions, the Philippines and Canada, and the rest of the world except the British Empire (other than Canada) shall be a non-exclusive open market.

2. TERM. The rights granted hereby are granted for a term of three (3) years from the Buyer's publication date of said book and thereafter until this agreement shall be terminated by the Seller upon six (6) months notice to the Buyer by registered mail of election to terminate. Upon termination, the Buyer may continue to sell its then existing stock of copies of said book, accounting for royalties as provided herein.

3. CHANGE OF TITLE AND EDITING RIGHTS. Buyer shall have the right to publish the Work under its present title or under such other title as Buyer may deem most advantageous to the sale thereof, and to make any changes, additions and deletions whatsoever in the material of the Work. In the event of change of book title, Buyer shall provide notice of the original title on the title page and on the copyright page of all copies printed by the Buyer.

4. SELLER'S REPRESENTATIONS. The Seller represent and warrants

(a) that it owns the publishing rights to said book which are granted hereunder and that such rights are not subject to any prior contract or lien of any nature whatsoever which might interfere with the rights granted to the Buyer under this agreement; and

(b) that said book has never been published in a paper-bound edition; and

(c) that said book contains no matter which is libelous or infringes the privacy of any party or violates the right of any other person.

5. INDEMNIFICATION. The Seller will hold the Buyer harmless against any suit, claim, demand, proceeding, recovery or penalty sustained by reason of any claim of violation of copyright, proprietary right or privacy or for any libelous or other matter contained in said book which for any reason it may be unlawful or in violation of the rights of others to print, publish or sell, and the Seller will defend all such suits, claims, demands or proceedings at the Seller's own cost and expense; and in the event of failure or refusal of the Seller to so defend, the Buyer may defend at the Seller's cost and expense.

The Seller at its own expense will institute any action or proceeding which the Buyer may reasonably demand in order to protect the rights granted to the Buyer herein, and on the Seller's failure so to do, the Buyer may institute any such action or proceeding in the Seller's name, the Seller to compensate the Buyer for any reasonable expense incurred, including counsel fees.

6. NO COMPETITIVE RIGHTS. During the life of the agreement the Seller will not without the written consent of the Buyer, publish or suffer to be published or to be sold by any party other than the Buyer, any edition of said book which will retail at forty-eight cents (48¢) or less.

7. ROYALTIES. The Buyer agrees to pay the Seller royalties as follows:

(a) As minimum royalties to be applied against the royalties provided for below, the sum of Five Hundred Dollars (\$ 500.00) upon the signing of this agreement, receipt of which the Seller hereby acknowledges, and the sum of Five Hundred Dollars (\$ 500.00) to be paid within thirty (30) days after the first publication of said book by the Buyer;

(b) On the first 150,000 copies sold anywhere except in Canada, royalties at the rate of one cent (1¢) per copy, and on all copies in excess of 150,000 sold anywhere except in Canada, royalties at the rate of one and one-half cents (1½¢) per copy;

(c) On the first 150,000 copies sold in Canada, royalties at the rate of one cent (1¢) per copy, and on all copies in excess of 150,000 sold in Canada, royalties at the rate of one and one-half cents (1½¢) per copy;

(d) Royalty payments shall be made on or before March 31 and September 30 in each year for royalties accrued during the preceding semi-annual periods ended December 31 and June 30, respectively;

(e) No royalties shall be payable with respect to any copies of the said book which the Buyer may print to replace any copies which may have been destroyed by fire, water or other cause while in possession of the Buyer or any distributor, jobber or retailer and upon which royalty shall have been or shall be paid by the Buyer;

(f) All royalties payable hereunder shall be computed on net sales as reported to the Buyer by its distributors and on any other sales to the public.

(g) Notwithstanding subparagraphs (b) and (c) above, no royalties shall be payable with respect to remainder copies of said book sold by the Buyer, after regular distribution of said book, at prices per copy below the Buyer's actual production costs per copy.

8. COPYRIGHT NOTICE. The Buyer shall include on the copyright page of each copy of said book which the Buyer shall print, a copyright notice identical with the copyright notice contained in the copy of said book which has been furnished to the Buyer by the Seller.

9. FIRST PUBLICATION DATE.

Shall be within eighteen months after signing of this Agreement.

10. Seller shall furnish to the Buyer at the execution of this agreement three copies of the book in the form in which it has been published.

11. AUTHOR'S AGENT. None.

12. CONDITIONS OF PERFORMANCE. This agreement and the performance thereof shall in all respects be subject to delays by reason of strikes, lockouts, shortage of labor or material, acts of God, war conditions, government regulations or (without limitation by reason of any of the foregoing) any cause, condition or circumstance beyond the control of the Buyer, and the term of this agreement and the time for the performance by the Buyer of any act required by this agreement shall be extended by the period of such delay.

13. ARBITRATION. Any controversy or claim arising out of a dispute relating to this agreement or the breach thereof, shall be settled by the majority decision of three arbitrators, one to be appointed by Seller, another by the Buyer, and a third by these two. If they are unable to agree upon a third, the third shall be appointed by the American Arbitration Association. Judgment upon the award may be entered in the Court of any forum, State or Federal, having jurisdiction.

14. This agreement shall be construed in accordance with the laws of the State of New York and of the United States of America, regardless where executed.

15. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

THE GNOME PRESS, INC.

Martha Rosenberg
Seller

Witness

ACE BOOKS, a division of A. A. Wyn, Inc.

Robert F. Wells
Witness

By *A. A. Wyn*
President