

Pocket Books

Simon & Schuster Building
1230 Avenue of the Americas
New York, NY 10020

Agreement, entered into on February 9th, 1978

between POCKET BOOKS, A Simon & Schuster Division of Gulf & Western Corporation (herein called the "Publisher"), 1230 Avenue of the Americas, New York, New York 10020, and Andre Norton,

(herein called the "Author") whose address is Larry Sternig Literary Agency, 742 Robertson Street, Wauwatosa, Milwaukee, Wisconsin 53213

Social Security # _____

In consideration of the premises hereinafter set forth, the Publisher and the Author agree together with respect to a work tentatively entitled and/or described as follows: _____

Work #1: STEEL MAGIC, Work #2: OCTAGON MAGIC and Work #3: FUR MAGIC

(hereinafter called the "Work"); as follows:

**The Grant
and the
Territory**

1. The Author grants to the Publisher ~~During the full term of copyright (including any renewal or extensions thereof)~~ in each country in which rights are granted to Pocket Books hereunder, the sole and exclusive right to print, publish and sell (herein "publish") the Work or to cause the same to be published in book form throughout the United States, its territories and possessions, the Philippine Republic and Canada; and the non-exclusive right in all other countries, except the British Commonwealth (excluding Canada) (hereinafter*

**Delivery
of
Manuscript**

2. (a) The Author has delivered to the Publisher _____ a typewritten original and copy (double spaced, properly margined) of the complete manuscript of the Work in the English language

in content and form satisfactory

to Publisher.

**Related
Materials**

(b) Together with and as part of the complete manuscript the Author shall, at the Author's own expense, furnish to the Publisher photographs, drawings, charts, illustrations, appendix, bibliography and other related material (herein "related materials") necessary in Publisher's opinion for publication of the Work, all in content and form satisfactory to Publisher.

*As used herein, "Work" shall include Works #1, #2 and #3, provided however that the provisions hereof shall be applicable only to each work separately and termination hereunder for any reason (except Pocket Books' bankruptcy or insolvency) including, without limitation, termination under Paragraphs 3, 4, 5, 10 and 23, shall be effective only as to a particular work.

**for a period of seven (7) years, with respect to each Work hereunder, from the date on which the Publisher first publishes the Work. Thereafter the term shall continue unless and until terminated by either party by at least six months written notice of termination, or with regard to termination at the expiration of the initial period by written notice

Permissions

(c) If permission from others is required for publication of any material contained in the Work or for exercise of any of the rights conferred by this agreement, the Author agrees to obtain and deliver such permissions to Publisher at the Author's own expense, in form acceptable to the Publisher, on the due date of the manuscript of the Work. Said permissions shall cover all territories, markets and editions covered by this agreement. Publisher shall have the right to obtain any such permissions which the Author fails to furnish and to charge the cost thereof to the Author plus a charge of twenty percent (20%) of such cost for Publisher's overhead expense, or to terminate this agreement in accordance with the provisions of Paragraph 3(a) below.

Failure to Deliver the Manuscript

3. (a) If the Author shall fail to deliver the complete manuscript (including related materials) within 30 days after the date herein provided, then Publisher may at any time thereafter terminate this agreement and upon such termination all sums paid to the Author shall be repayable to the Publisher. Upon full repayment the Author's obligations hereunder shall terminate except as provided in Paragraph 22 hereof.

Extension of Time to Deliver

(b) Publisher may in its discretion extend for such period as in its judgment is appropriate, or refuse to extend, the Author's time to deliver the complete manuscript. Failure to give a notice of termination for non-delivery shall be deemed to grant such an extension until such a notice of termination is given by Publisher. In determining whether to grant such extension and/or the length thereof, Publisher may consider such factors as it deems relevant, including without limitation, Author illness, the changing marketability of the Work, the Author's progress towards completion and the quality of material previously submitted.

Termination Prior to Publication

4. If the complete manuscript (or related materials) delivered by the Author is not, in Publisher's sole judgment, acceptable to it in content and form, Publisher may terminate this agreement by written notice and upon such notice (or upon Publisher's failure to accept the manuscript within the applicable period provided in Paragraph 5(b)), this agreement shall terminate without further obligation or liability between the parties except that all sums paid to the Author by the Publisher hereunder shall be repayable by the Author, and except as provided in Paragraph 22 hereof.

Acceptance of Manuscript by Publisher

5. (a) Within ninety (90) days after delivery of the complete manuscript and related materials the Publisher shall determine whether the same are acceptable to it in content and form. In lieu thereof Publisher may request the Author to make revisions, changes or supplements (herein "revisions") thereto. If Publisher requests one or more revisions in the manuscript of the Work or the related materials as submitted or as thereafter revised, the Publisher's time to determine the acceptability thereof shall be extended for an additional ninety (90) days after re-submission by the Author, or written notice by the Author that no further revisions will be made. Author will make revisions as promptly as possible after Publisher's request therefor. No request for revisions shall be deemed to obligate the Publisher to accept the final revision or to constitute a conditional acceptance thereof.

Publisher's Failure to Accept

(b) If Publisher fails to accept the complete manuscript (including related materials) or a revision thereof within the time above provided, the Author shall thereafter have the right to notify the Publisher in writing that unless the manuscript is accepted within forty-five (45) days after the delivery of such notice, the manuscript will then be deemed unacceptable and this agreement will terminate in accordance with the provisions of Paragraph 4 above.

Notice of Acceptance

6. Acceptance by Publisher of the manuscript shall be made by written notice signed by an authorized signatory of Publisher. Comments, requests for revisions or other matters in communications to the Author shall not be deemed acceptance or rejection by Publisher. Payment of an advance installment, payable by express provision hereof upon acceptance, shall constitute written notice of acceptance unless the Publisher notifies the Author on or together with such payment that it is not intended as acceptance.

**Editorial
Changes**

7. (a) Publisher is authorized, in its sole discretion, to make any editorial changes, additions, deletions, abridgment and condensation whatsoever in the text of the Work, and is further authorized to title, sub-title and change the title and the chapters of said Work, and such authorization shall extend to each reprinting of same in any form. Publisher reserves the right to omit any part of the Work submitted by the Author and to request substitutions or additional material prior to publication, and Author agrees to make such revisions, substitutions and alterations in the Work as Publisher may reasonably request.

**Publisher's
Control of
Distribution,
Terms, etc.**

(b) Final decision as to format, style of printing and binding, title, cover presentation, trade name, trademark, logo, imprint or other identification, and retail price and all other matters of sale, distribution, advertising and promotion of the Work, shall be within the Publisher's sole discretion.

**Use of
Author's
Name, etc.**

(c) Publisher shall have the right to use the name and likeness of and biographical material concerning the Author for purposes of advertising and trade in connection with the Work and/or any rights granted hereunder. The Author shall furnish Publisher, free of charge, original photographs of the Author for advertising, publicity, and promotional purposes (without liability for any permissions or other third-party payments).

**Tie-in
Editions**

(d) Publisher shall have the exclusive right to publish tie-in editions in connection with any motion picture, television (including television series) or other dramatic versions of the Work, and to use the title, artwork, photographs, and other material related to any such version and appropriate identification and credits therefrom, all free of liability or expense (except for out-of-pocket costs of acquiring reproduces of such artwork, photographs and other materials). The appropriate party hereto shall provide the foregoing rights to Publisher in any agreement for any such version or versions.

**Legal
Changes
in
Manuscript**

8. Notwithstanding anything herein to the contrary, if in the opinion of Publisher's legal counsel the Work is unpublishable or will unduly subject the Publisher to risk of legal claim, the Author will, at Publisher's request, make changes and revisions in the Work satisfactory to Publisher's legal counsel, and in the event the Author shall refuse or fail to make requested changes or revisions, then Publisher may terminate its obligations hereunder by written notice, and upon such notice all sums paid to the Author hereunder shall be repayable to the Publisher, and upon such repayment this agreement shall terminate without liability, except as provided in Paragraph 22(d) hereof. No such revisions or changes, and no request for substantiation, shall be deemed to impose on Publisher any obligation of verification, nor to affect the Author's warranties or indemnities, which shall apply to all material in the Work, whether or not changed at the request of Publisher's legal counsel. Under no circumstances shall Publisher be obligated to publish the Work if in the opinion of Publisher's legal counsel it contains unlawful material or any material which may violate the rights of any person or party.

Publication

9. Publisher agrees to publish and commence distribution of the Work at its own expense during the period commencing **August 1978, but not later than August 1980.**

Publication shall be in any edition Publisher elects.

**Termination
for
Failure
to Publish**

10. In the event Publisher shall fail to publish and commence distribution of the Work within the time above provided, the Author may at any time thereafter serve a written demand upon the Publisher, by registered mail, return receipt requested, requiring the Publisher to publish and commence distribution of the Work within 180 days after receipt of such written demand, and if Publisher shall fail to comply with such demand within such 180-day period, then this agreement shall terminate without further notice at the end of such period. In the event of termination by the Author pursuant to this paragraph, such payments as shall have been made to the Author hereunder as advances shall be deemed in full discharge of all Publisher's obligations to the Author pursuant to this agreement and no other damages, claims, actions or proceedings, either legal or equitable, founded on breach of contract, default or failure to publish or otherwise, may be claimed, instituted or maintained by the Author against the Publisher.

*provided, and to the extent that, Author furnishes Publisher with appropriate copyright information and documents in conformity with Paragraph 30.

Copyright

11. The Publisher is hereby authorized to copyright the Work in the United States in the name of _____ and agrees to imprint the notice required by United States Copyright Law and the Universal Copyright Convention in each copy of the Work distributed hereunder.*The Author agrees with respect to any rights reserved thereby to take all steps necessary to protect the copyright in the Work. Any agreement made by the Publisher or the Author to dispose of any rights to the Work shall require the licensee or grantee to take all steps necessary and appropriate to protect the copyright in the Work. Publisher shall be under no obligation to procure copyright in any country outside the United States, except that Publisher shall imprint, and all licenses and grants made by Publisher shall require Publisher's licensees and grantees to imprint, on each copy of the Work a copyright notice in conformity to the Universal Copyright Convention.

Author's Free Copies

12. Upon first publication of the Work the Publisher shall present to the Author ten (10) free copies of the Work and the Author shall be permitted to purchase further copies for personal use and not for resale at a discount of 40% from the retail list price.

Advance

13. Subject to the provisions hereof, Publisher agrees to pay the Author as an advance against all amounts accruing to the Author under this agreement, the sum of _____ Fifteen Thousand dollars (\$ 15,000.00) payable as follows:

(i) \$ 7,500.00 on signing of this agreement;

(ii) \$ 2,500.00 on the date Work #1 is first published by Publisher;

(iii) \$ 2,500.00 on the date Work #2 is first published by Publisher;

(iv) \$ 2,500.00 on the date Work #3 is first published by Publisher.

/With respect to each of the three (3) Works hereunder,

Hardcover Royalties

14. Publisher shall pay to the Author royalties based upon Publisher's net sales, less a reasonable reserve for returns, as follows:

~~(a) If published as a trade hardcover edition:~~

~~(i) on copies sold in the United States, its territories and dependencies, ten percent (10%) of the retail list price on the first 5,000 copies sold, twelve and one-half percent (12½%) of the retail list price on the next 5,000 such copies sold, and fifteen percent (15%) of the retail list price on all further such copies sold, subject to the exceptions set forth below:~~

~~(ii) on copies sold for export or outside the United States, its territories and dependencies, or sold directly to the consumer through the medium of mail order, or in bulk outside ordinary trade channels or at a discount of fifty percent (50%) or more from the retail list price (herein "special sales"), a royalty of five percent (5%) of the amount received by Publisher;~~

~~(iii) on copies sold in bulk to book clubs five percent (5%) of the amount received by Publisher;~~

~~(iv) on copies sold in bulk to organizations other than book clubs for the purpose of achieving distribution in special markets, such as the religious market, five percent (5%) of the amount received by Publisher.~~

(b) If published as a mass-market paperback edition:

Mass-Market Paperback Royalties

(i) on copies sold in the United States, its territories and dependencies, six percent (6 %) of the retail list price on the first 75,000 copies sold, and eight percent (8 %) of the retail list price on all further such copies sold, subject to the exceptions set forth below:

/a royalty of 4% of the retail list price; and on copies sold

(ii) on copies sold for export or outside the United States, its territories and dependencies, through the medium of mail order, or at a discount of fifty-one percent (51%) or more from the retail list price (herein "special sales"), a royalty of five percent (5%) of the amount received by Publisher;

(iii) on copies sold in bulk to book clubs five percent (5%) of the amount received by Publisher;

(iv) on copies sold in bulk to organizations other than book clubs for the purpose of achieving distribution in special markets, such as the religious market, five percent (5%) of the amount received by Publisher.

**Trade
Paperback
Royalties**

(c) If published as a trade paperback edition:

(i) on copies sold in the United States, its territories and dependencies, six percent (6 %) of the retail list price on the first 75,000 copies sold, and eight percent (8 %) of the retail list price on all further such copies sold, subject to the exceptions set forth below:

(ii) on copies sold for export or outside the United States, its territories and dependencies, through the medium of mail order, or at a discount of fifty-one percent (51%) or more from the retail list price (herein "special sales"), a royalty of five percent (5%) of the amount received by Publisher;

(iii) on copies sold in bulk to book clubs five percent (5%) of the amount received by Publisher;

(iv) on copies sold in bulk to organizations other than book clubs for the purpose of achieving distribution in special markets, such as the religious market, five percent (5%) of the amount received by Publisher.

a royalty of 4% of the retail list price; and on copies sold

**Special
Royalty
Provisions**

15. With respect to each edition of the Work published hereunder, the following shall be applicable:

Remainder

(a) If, in the opinion of Publisher, any edition of the Work shall have ceased to have a remunerative sale, Publisher shall be at liberty to dispose of ("remainder") all or part of the existing stock thereof and will pay to the Author a royalty of four percent (4%) of the amount received by Publisher, except that no royalty shall be payable on any copies sold at or below cost, and in no event more than the amount by which proceeds of such sale exceed the said cost of manufacture. In any event, copies sold at a discount of 85% or more from the retail list price shall be deemed remainders upon which no royalty shall be due.

**Royalty
Free Copies**

(b) No royalty shall be payable on copies damaged or destroyed or on copies furnished gratis for review, publicity, promotion, sample, or similar purposes.

**Sales
Through
Affiliates**

(c) No royalty shall be payable on sales by the Publisher to its parent, subsidiaries, affiliates, or related divisions, but resales thereby shall be deemed sales by Publisher subject to the applicable royalty herein provided.

**Recoupment
of
Advances**

(d) The Author's right to royalty or other payments hereunder shall be subject to Publisher's prior right to deduct any and all advances payable by the Publisher hereunder.

**Special
Logos**

(e) With respect to copies sold in bulk to organizations other than book clubs (under subparagraphs 14(a) (ii), (b) (iii) or (c) (iii)), Publisher may imprint the trade name, trademark, logo, imprint and/or other identification of such organization on such copies in addition to or in lieu of Publisher's trade name, trademark, logo, imprint and/or other identification.

Overpayment of Royalties

(f) In the event the Author shall receive an overpayment of royalties on account of copies sold and subsequently returned, Publisher shall have the right to deduct such overpayment from any sums due to the Author under this or any other agreement with the Author.

Special Sales Exclusion

(g) Sales in bulk to book clubs subject to the provisions of subparagraphs 14(a) (iii), (b) (iii) or (c) (iii) shall not be deemed special sales.

Amount Received

(h) In determining the "amount received" by Publisher shipping or mailing and insurance costs or charges and excise, state, local and similar taxes shall be excluded.

Subsidiary Rights, Licenses and Shares

~~16. (a) Publisher is granted the exclusive right, in the territories set forth in Paragraph 1, to sell or license (including licensing of Publisher's parent, subsidiaries, affiliates, or related divisions) the use of the Work for publication in whole or in part in any form in any and all languages or as a basis for use in other media, upon such terms as Publisher deems advisable. The net proceeds received by Publisher from such sales or license of rights shall be divided between the Author and the Publisher as follows:~~

	Author's Share	Publisher's Share
(i) hardcover U.S. trade book publication	_____ %	_____ %
(ii) mass-market paperback	_____ %	_____ %
(iii) trade (quality) paperback	_____ %	_____ %
(iv) book club	_____ %	_____ %
(v) periodicals, newspapers, magazines or anthologies, in condensations, excerpts, serializations, digests and extracts		
a) before first book publication (first serial);	_____ %	_____ %
b) after first book publication (second serial)	_____ %	_____ %
(vi) selection rights	_____ %	_____ %
(vii) foreign language translation	_____ %	_____ %
(viii) British and Continental publication (in English)	_____ %	_____ %
(ix) merchandising and commercial rights (after deducting any expenses in connection therewith)	_____ %	_____ %
(x) motion picture, dramatic, television, radio and allied rights	_____ %	_____ %
(xi) sound reproduction, filmstrips, programs for machine teaching, microfilm, information storage and retrieval sight/sound devices	_____ %	_____ %
(xii) syndication rights	_____ %	_____ %
(xiii) all other rights not specifically listed above	_____ %	_____ %

License of Affiliates, etc.

(b) Publisher shall have the right to license Simon & Schuster, its subsidiaries, affiliates and divisions, to exercise any of the rights herein granted, except U.S. mass market paperback rights, provided that the royalty rates under such a license shall not be lower than the rates which in Publisher's reasonable judgment would be payable in all the circumstances by an unrelated third party licensee for the same rights. The Author shall be entitled to payment of the applicable share of the proceeds of any such license in accordance with Paragraph 16(a) above.

Licensee Permissions Costs

(c) If any sale or license of rights hereunder includes materials of others than the Author, the amounts payable to such others in respect of permissions granted by them shall be deductible from the Author's share of proceeds of such license.

Braille

(d) Publisher may license others free of charge to publish the Work in Braille or other forms for the handicapped.

Publicity Excerpts

(e) The Publisher may publish and permit others to publish for publicity purposes without charge brief excerpts or selections from the Work not to exceed 2,000 words, without compensation to the Author, and may for publicity purposes permit television or radio broadcast of brief portions of the Work aggregating not more than 1,500 words for a broadcast, without compensation to the Author.

Motion Picture Promotional Excerpts

(f) The Publisher is authorized to publish and to license others to publish, in any form, excerpts, summaries, novelizations and serializations, none to exceed 7,500 words in length, of motion picture, television, stage and other dramatizations based upon the Work for use in advertising and promotion of any such dramatization.

Royalty Statements

17. (a) The Publisher shall render semi-annual statements in February and in August in each year after publication of the Work in accordance with Publisher's regular accounting practices, showing the amounts due Author hereunder for the periods April 1st to September 30th and October 1st to March 31st, respectively. Payment of the amount due on the statement, after allowance of a reasonable reserve for returns and deduction of amounts payable to the Author as advances hereunder, shall be made in February and August.

Minimum Payment

(b) If total royalties due and payable are less than Fifty Dollars (\$50.00), the Publisher may defer the rendering of statements and payment until such regular payment date as at least the said sum shall be due and payable to the Author.

Examination of Publisher's Books and Records

(c) The Author or his duly authorized representative shall have the right, upon reasonable notice during usual business hours but not more than once each year, to examine the books and records of the Publisher at the place where the same are regularly maintained insofar as they relate to the Work. Such examination shall be at the cost of the Author unless errors aggregating more than 5% of the total sum accrued (including advances) to the Author are found to the Author's disadvantage, in which case the reasonable cost of such examination shall be borne by the Publisher. No such examination shall be made by the Author's representatives upon a contingent fee basis. Statements rendered hereunder 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 (1) year after the date the statement was rendered.

Option on Next Work

~~18. Publisher shall have the exclusive option to acquire upon mutually agreeable terms the publishing rights to the next (i.e., written after the Work hereunder) full-length work written by the Author until sixty (60) days after submission of the manuscript for such next work or sixty (60) days after the publication of the Work hereunder, whichever is later. During the period of this option the Author agrees not to submit the said next work to other publishers, nor to seek offers from or negotiate with others, directly or indirectly, with respect thereto. If Publisher wishes to publish the said next work, the parties shall negotiate in good faith the terms of a publishing agreement. If the parties are unable to reach agreement before the expiration of the option herein granted, then the Author shall be free to offer the next work to others, but only on terms more favorable than those offered by the Publisher, and Publisher shall retain the option to publish the next work on terms no less favorable than those offered by any other publisher.~~

Competing Work by the Author

19. (a) During the term of this agreement the Author agrees not to write or participate in writing nor publish or authorize publication of any other book-length work upon the same subject matter as the Work which would be competitive with the Work without the prior written consent of Publisher.

(b) The Author warrants that the Work will be his next book (whether under the Author's own name or otherwise), that he will not undertake to write any other work for publication in book form before delivery to the Publisher of the complete satisfactory manuscript of the Work, and agrees that in no event will he publish or authorize publication of any other book-length work of which he is an author or co-author until six months after publication of the Work. The Author further agrees not to submit any full-length work or proposal therefor in any form to the Publisher or to any third party until he has delivered to the Publisher the complete satisfactory manuscript of the Work.

Damage to Author's Property

20. The Publisher shall not be responsible for loss or damage to any property of the Author in its possession or that of its independent contractors, or to anyone to whom delivery is made with the Author's consent. The Author shall retain copies of the manuscript for the Author's own protection.

**Third Party
Copyright
Infringement**

21. The Publisher may, at its own cost and expense, take such legal action, in the Author's name if necessary, as may be required to restrain any infringement of copyright or to seek damages therefor, but shall not be liable to the Author for failure to take such legal steps. If the Author elects to join in such proceeding the expenses and recovery shall be shared equally. If the Publisher proceeds without the Author's participation, any recovery shall belong to the Publisher. If the Publisher does not bring such action, the Author may do so in his own name and at his own cost and expense and money damages recovered by the Author for any infringement shall belong to the Author, except that any money damages recovered on account of the loss of the Publisher's profits shall be divided equally between the Author and the Publisher.

Warranties

22. (a) The Author hereby warrants and represents (i) that the Author is the sole author of the Work, the sole owner of the rights herein granted and that the Author has not and will not assign, pledge or encumber such rights or enter into any agreement which would derogate from or conflict with the rights granted to Publisher herein and that the Author has no prior agreement, commitment, or other arrangement, oral or written, to write or participate in writing any other book-length work and will enter into no such agreement, commitment, or other arrangement until after delivery of the complete satisfactory manuscript of the Work hereunder; (ii) that the Author has the full right, power and authority to enter into this agreement and to grant the rights herein granted; (iii) that except for material of others, permission for use of which has or will be obtained by the Author, the Work is original, ~~previously unpublished~~ and neither the Work nor any material portion thereof is in the public domain; (iv) that the Work does not contain any material which violates any right of privacy, which is libelous or which violates any personal or other right of any person or entity; (v) that the Work contains no material which would violate any contract of the Author, express or implied, or which would disclose any information given to the Author in confidence or on the understanding that it would not be published or disclosed; (vi) that no material in the Work infringes on any copyright (common law or statutory) or other proprietary right; and (vii) that the Work is not obscene and does not contain any material which would violate any federal, state or local statute or regulation.

Indemnity

(b) The Author hereby indemnifies and agrees to hold the Publisher, any seller of the Work and Publisher's licensees harmless from any damages, including reasonable attorney's fees, in connection with any claim, action or proceeding inconsistent with or arising out of a breach of the Author's warranties, representations and agreements herein contained. In defending any such claim, action or proceeding Publisher may use counsel of its own selection. Publisher shall promptly notify the Author of any such claim, action or proceeding and the Author shall have the right at the Author's election to participate in the defense thereof at the Author's own expense with counsel of the Author's own choosing. Any settlement of a claim, action or proceeding hereunder shall be subject to the Author's approval, such approval not unreasonably to be withheld.

**Withholding
Legal
Expenses**

(c) Publisher shall have the right to withhold its reasonable estimate of the total damages and expenses (including reasonable counsel fees) from sums otherwise payable to the Author pursuant to this or any other agreement between the Author and Publisher, and to apply such sums to payment of such damages and expenses.

**Survival of
Warranties**

(d) The warranties, representations and indemnity of the Author herein shall survive termination of this agreement for any reason.

**Out of Print
Termination**

23. In the event that after one or more years from the date of the first publication of said Work the same in the opinion of the Publisher is no longer saleable or profitable, it may give notice to the Author of its desire and intention to discontinue publication; or in the event that after three (3) years from the date of first publication the Work shall not be in print and for sale in any edition by Publisher or any of its licensees and after written demand from the Author shall not within nine (9) months be reprinted by Publisher or a licensee and offered for sale, then in either of these events, the Author shall have the right to terminate this agreement and upon written notice to that effect by the Author to the Publisher all rights granted under this agreement shall revert to the Author, subject to any outstanding licenses and Publisher's continuing right to participate in the proceeds of any outstanding licenses, and Publisher's obligation to pay sums due to the Author hereunder.

Bankruptcy

24. If a petition in bankruptcy shall be filed by the Publisher, or if the Publisher shall be adjudicated bankrupt by any court, or if the Publisher shall make an assignment for the benefit of creditors or shall take the benefit of any bankruptcy or insolvency act, this agreement shall terminate automatically without notice, and such termination shall be effective as of date of the filing of such petition, adjudication, appointment, assignment or declaration or commencement of reorganization or liquidation proceedings, and all rights granted hereunder shall thereupon revert to the Author.

Disposition of Plates, etc., on Termination

25. In the event of termination of this agreement for any cause provided in Paragraphs 23 and 24 above, the Author may purchase "as is" all or any part of the mold, engravings, dies, printing plates, illustrations and sheets and any other physical property belonging to the Publisher and used solely in connection with the production of the Work, together with copies of the Work on hand, at the Publisher's manufacturing or acquisition cost; provided, however, that any such property not purchased by the Author within three (3) months after such termination (or in a case of termination pursuant to Paragraph 23 above, notice to the Author of the happening of the event) may be sold or destroyed (but no such sale shall transfer the right of publication and sale of the Work to the purchaser) and the Author shall not be entitled to any royalties or receipts from such sale; provided further that until such purchase by the Author the Publisher shall have the right to complete manufacture of books in process and to sell the same and/or any other copies of the Work on hand and the Author shall be entitled to royalties thereon as otherwise provided in this agreement with respect to such net sales. In the event that the copyright shall be in the name of the Publisher then the Publisher shall, upon termination of this agreement, furnish the Author an assignment of such copyright to Author in due form for recording.

Publisher's Trademarks

26. Nothing in this agreement (including but not limited to the rights of the Author to purchase books and plates on termination) shall give the Author any right in or to any trademark, trade name, logo, imprint or other identification now or hereafter used by the Publisher, nor shall the Author use any such identification during the term of this agreement or thereafter, except that the Author may dispose of copies of the Work purchased hereunder notwithstanding that such identification may appear thereon when purchased.

Author's Agent

27. Publisher is hereby directed by the Author to pay all sums due hereunder to the Author's literary agent:

Larry Sternig Literary Agency
742 Robertson Street
Wauwatosa, Milwaukee, Wisconsin 53213

and Publisher may rely on the agent in respect of all matters under this agreement, including settlement of any controversies arising out of this agreement, until Publisher has been notified in writing of termination of such agency.

Force Majeure

28. This agreement and the performance hereof by Publisher shall be subject to delays by reason of force majeure and Publisher's time for performance shall be extended for a period of time equal to any delay caused by force majeure. As used herein, "force majeure" shall mean and include, without limitation, acts of God, fire, war, earthquake, strike, lockout, labor controversy, civil commotions, acts or restrictions of governmental agencies, orders of court, shortages or interruptions of facilities or materials supply, and any other circumstances beyond Publisher's reasonable control (not due to Publisher's own negligence) which may affect Publisher or its suppliers.

Assignment of this Agreement

29. (a) This agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, successors and assigns. The Author shall not assign this agreement without Publisher's prior written consent, but the Author may assign sums due and payable to the Author hereunder, provided that such assignment shall not be binding upon Publisher unless and until the Publisher shall have given written acknowledgment of its receipt thereof and such assignment shall not in any event affect Publisher's rights or the Author's obligations hereunder.

(b) Publisher may assign this agreement to any party accepting the obligations hereof and acquiring all or a substantial portion of the business of Publisher with a view to carrying on the business or applicable portion of the business of Publisher, or to any subsidiary, affiliate or parent of Publisher or in a reorganization. Any other assignment of this agreement by Publisher shall be subject to the Author's approval, such approval not unreasonably to be withheld.

**Execution
of
Documents**

30. (a) Each party hereto agrees, upon request of the other, to execute such documents as may be reasonably necessary to confirm the rights of the other party in respect of the Work or to carry out the intention of this agreement.

**Prior
Publication**

(b) In the event the Work has been previously published and the rights have reverted to the Author, Author shall furnish the Publisher promptly upon execution hereof with:

(i) Written evidence satisfactory to the Publisher of valid termination of the Author's agreements with previous publishers of the Work.

(ii) Copies of licenses previously granted, if any.

(iii) Certified copies of Original Copyright Registration Certificates.

And if the Publisher is not furnished with the foregoing, the Publisher may, without limiting such other rights as it may have, delay payment of any advances hereunder until the same is furnished.

**Notice
of
Breach**

31. No act or failure to act by the Publisher shall be deemed a material breach of this agreement by Publisher unless Publisher shall fail to cure the same within sixty (60) days after receipt of written notice thereof from the Author, setting forth specific details.

**Service
of
Notices**

32. Any written notices hereunder to be effective shall be delivered by ordinary mail to the address of the other party first above set forth, except that notices of possible or alleged breaches of contract or of termination shall be sent by certified mail, return receipt requested, with duplicate copies of such notices by the Author directed to both the President of the Publisher and to the Law Department of Publisher. Either party may change its address by written notice to the other.

**N.Y. Law,
Entire
Understanding**

33. This agreement and its interpretation shall be governed by the laws of the State of New York applicable to agreements entirely to be performed therein, constitutes the entire understanding of the parties concerning the subject matter hereof, and shall not be modified except by a written agreement executed by both parties hereto.

See Rider attached hereto and made part hereof.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above set forth.

POCKET BOOKS

By Ronald Bus

Andre Norton

Author (Andre Norton)

E: Pat MacDonald: Pat

D: Charlie McDade: cm

T: Laurie Feigenbaum: LF

Rider to license agreement dated February 9th, 1978 between
POCKET BOOKS, A Simon & Schuster Division of Gulf & Western
Corporation ("Publisher") and Andre Norton, c/o Larry
Sternig Literary Agency ("Author") for publication of:

Work #1: STEEL MAGIC, Work #2: OCTAGON MAGIC and Work #3:
FUR MAGIC, by Andre Norton

34. Publisher will create a General Royalty Account to
which will be credited all earnings and against which will
be charged all payments (including advances paid or payable)
to or on behalf of Author under this publishing agreement.