

CONTRACT WITH AUTHOR

TOM DOHERTY ASSOCIATES, LLC
("Tor/Forge Books")

AGREEMENT made as of June 12th, 2002 between Andre Norton and Sasha Miller, care of The Ashley Grayson Agency, 1342 18th Street, San Pedro, CA 90732 Tax ID# 439-68-7156 (the "Author") and TOM DOHERTY ASSOCIATES, LLC, 175 Fifth Avenue, New York, New York 10010 (the "Publisher").

THE PARTIES HERETO AGREE AS FOLLOWS:

GRANT OF RIGHTS

1. The Author hereby grants exclusively to the Publisher the following rights in and to the work(s) of fiction/non-fiction tentatively entitled:

#1-OAK TRILOGY #4
#2-OAK TRILOGY #5

(individually a "Book" and collectively the "Work") during the full term of copyright (and all renewals and extensions thereof) in the United States, its territories and dependencies (including but not limited to United States diplomatic, military and educational installations wherever located), the Republic of the Philippines and Canada: the sole and exclusive right to print or otherwise reproduce, publish, distribute and sell the Work in the English language in book form and the sole and exclusive subsidiary rights specified in paragraph 9, with the exclusive right to license any or all of such rights and the same rights, but non-exclusively, in the Open Market, i.e., the rest of the world, except the territories specified on the attached schedule of territories.

If Australia is not otherwise included in the territory granted to the Publisher by this Agreement the following will apply: If the Work is not published in Australia within thirty (30) days of its first publication outside Australia, the Publisher will also have the non-exclusive right to distribute copies of the Work within Australia or to sell copies of the Work for redistribution in Australia.

COPYRIGHT

2. The copyright in the Work will belong to the Author. The Publisher is hereby authorized and agrees to register the copyright in the Work in the United States copyright office in the name of the Author. The Publisher agrees to imprint the copyright notice authorized by the United States copyright laws in each copy of the Work distributed by the Publisher. The Author agrees with respect to any rights reserved to the Author hereunder to take all steps necessary to protect the copyright in the Work.

DELIVERY OF MANUSCRIPT

3.(a) The Author agrees to deliver to the Publisher, on or before June 1, 2003 with respect to #1-OAK TRILOGY #4 and on or before June 1, 2004 with respect to #2-OAK TRILOGY #5, a complete manuscript of the Work each Book, each containing (i) approximately 100,000 words, and (ii) the materials required by subparagraph (b) below. Each manuscript shall be a complete and legible copy of a Book, in form and content acceptable to the Publisher. In the event of the Author's failure or inability to deliver a complete manuscript of a Book within 60 days after such date, the Publisher may terminate this Agreement by written notice of termination. If the Author delivers a complete manuscript, the Publisher will notify the Author as to its acceptability or non-acceptability. If, in the sole opinion of the Publisher, a Book is unacceptable to the Publisher, the Publisher will provide the Author with a general explanation of the changes or revisions necessary to make it acceptable and the Author will have 60 days from the provision of the explanation to make such changes or revisions. If a revised manuscript is not delivered by the end of the 60 days or if, in the sole opinion of the Publisher, the revised manuscript is still unacceptable to the Publisher, the Publisher may terminate this Agreement by written notice of

termination. Upon any termination under this paragraph 3, the Author will promptly repay to the Publisher all sums of money previously paid to the Author under this Agreement. **provided, however, that if the Author has met the applicable deadlines in this Agreement and if the Author has used best professional efforts to produce a satisfactory manuscript of a Book, the Author's obligation to repay such amounts to the Publisher shall be delayed until the Author shall make arrangements for publication of such Book (or a revised version of it) with another publisher but such repayment shall not be delayed in any event beyond twelve (12) months from the date of termination.**

Notwithstanding any of the above, if the Work consists of more than one book, the following will apply: any termination under this paragraph 3 will (unless the Publisher otherwise elects) apply only to the particular book that was not delivered on time or was rejected, as the case may be; all rights in that particular book will revert to the Author, but this Agreement (including, but not limited to, this paragraph 3) shall remain in full force and effect with respect to the other book(s) comprising the Work; the total advance provided for in paragraph 7 shall be reduced to exclude the portion attributable to the book not delivered on time or rejected and the Author's obligation to repay amounts advanced shall be limited to the portion of the advance paid that is attributable to the book not delivered on time or rejected; but the Publisher may elect to have its termination apply also to any other book(s) comprising the Work that are unpublished at the time of the termination (in which case the consequences of termination specified above as to the book not delivered on time or rejected and the advance attributable to it will apply to those other book(s) and the advance attributable to them as well).

(b) If the Work as published is to contain photographs, drawings, charts, indexes, graphs, appendices or any supplementary matter, the Author will furnish these to the Publisher as part of the complete manuscript at his or her own expense. If permission for the use of material to appear in the Work is required, the Author shall obtain such permission in writing at his or her own expense, and deliver such permission to the Publisher along with the complete manuscript. Permissions must cover all territory and uses licensed to the Publisher in this Agreement.

EDITING OF MANUSCRIPT

4. The Publisher has the right, in its discretion, to make any editorial changes in the Work deemed necessary by it, with the Author's approval, which shall not be unreasonably withheld or delayed.

COPYEDITED MANUSCRIPT AND PAGE PROOFS

5. The Publisher will provide the Author with a copy of the copy-edited manuscript of the Work for his or her review; the Author will read, correct and return the copy-edited manuscript within ten days of receipt. The Publisher will furnish the Author with a set of page proofs of the typeset book; the Author will read, correct and return the page proofs within ten days of receipt. The cost of any Author's changes in the proofs in excess of ten percent of the initial setting cost will be charged against the Author's royalty account, except that the Author will not be charged for corrections arising from the typesetter's failure to accurately reproduce the copy-edited manuscript. If the Author fails to read, correct and return the manuscript and/or proofs by the deadline established above, the Publisher may proceed without the Author's corrections, making whatever alterations or corrections it deems appropriate.

WARRANTY AND INDEMNITY

6.(a) The Author hereby represents and warrants: (i) that the Author is and will be the sole author of the Work and the sole owner of the rights herein granted and that the Author has not assigned, pledged or encumbered such rights or entered into any agreement which would conflict with the rights granted to the Publisher herein and will not do any of the above; (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 and will be original and unpublished prior to its publication by the Publisher and that neither the Work nor any material portion thereof is in the public domain; (iv) that the Work and any material supplied by the Author for use in connection with the Work do not and will not contain anything which is libelous, which infringes or violates any copyright, trademark, right of privacy or other right of any kind of any person or entity or the publication of which will otherwise give rise to a legal cause of action; and (v) that neither the Author nor any of the Author's representatives has given or will give the Publisher any document concerning the



Work or any other work by the Author that the Author and/or the Author's representative knows or is in a position from which a reasonable person would know or find out or should know is false or materially misleading.

(b)(i) The Author will indemnify and hold the Publisher and its licensees, successors and assigns, and its and their distributors, customers, officers, directors, members, employees and agents, harmless against any expense (including, but not limited to, reasonable attorneys' fees and disbursements) or judgment, settlement or other liability arising out of any claim or legal proceeding asserting claims contrary to any warranty or representation made by the Author in this Agreement (a "lawsuit"), except as otherwise provided in subpart (iv) below and except that the Publisher will look first to the insurance policy described in subpart (ii) below for fulfillment of the Author's indemnity obligations under this subpart (i) with respect to any lawsuit covered by that policy.

(ii) The Publisher will, at its sole cost and expense, cover the Author with respect to the Work under any publishers' liability insurance policy (covering such risks as defamation, invasion of privacy and copyright and trademark infringement) the Publisher has at the time of publication of the Work (the "Policy"). Coverage will extend only to the Work and will be subject to the terms and conditions of the Policy and to the Policy's deductible and coverage limits (which may be reduced or exhausted by claims relating to other works).

(iii) In the event of any lawsuit covered by the Policy, the Publisher will select counsel to represent the defendants and will control the defense. The Author agrees to cooperate fully with the counsel selected by the Publisher in the defense of the lawsuit. Failure to cooperate will be a material breach of this Agreement and may result in loss of insurance coverage.

(iv) If a lawsuit covered by the Policy is brought against both the Publisher and the Author, they will share equally the costs of the defense and any liability up to the amount of the applicable deductible under the Policy, provided, however, that if the Author is found by the Court to have committed a copyright infringement, the Author will be responsible for the entire deductible.

(c) Upon receiving notice of any claim or legal proceeding making any allegations contrary to or inconsistent with any of the representations and warranties made by the Author in this Agreement, the Publisher may withhold sums payable to the Author in reasonable amounts as security for the payment of the Author's potential obligations under subparagraph (b) above. The Publisher will not unreasonably or frivolously exercise this right.

(d) The above representations and warranties and indemnity shall survive the termination of this Agreement for any reason.

ADVANCE

7. The Publisher agrees to pay the Author as an advance against earnings from all sources under this Agreement the sum of **\$40,000.00 payable as follows: \$17,500.00 upon signing of this Agreement; \$5,000.00 upon delivery and acceptance of the complete manuscript of #1-OAK TRILOGY #4; \$5,000.00 upon publication of the Publisher's initial U.S. hardcover edition of #1-OAK TRILOGY #4; \$7,500.00 upon delivery and acceptance of the complete manuscript of #2-OAK TRILOGY #5; and \$5,000.00 upon publication of the Publisher's initial U.S. hardcover edition of #2-OAK TRILOGY #5.**

~~If any portion of the advance is due on delivery and acceptance, that portion will not be paid prior to the date for delivery stated in this Agreement if delivery and acceptance occur earlier.~~ If the Work consists of more than one book, then the following will apply: unless otherwise specified in this Agreement, for the purposes of paragraphs 3, 13 and 22 only, advance payments on signing shall be "attributable" **as follows: \$10,000.00 shall be attributable to #1-OAK TRILOGY #4 and \$7,500.00 shall be attributable to #2-OAK TRILOGY #5** and amounts due on delivery and acceptance or publication in any form of a particular book shall be "attributable" to that book. However, for all other purposes, all amounts paid as advances under this Agreement shall be treated as a single advance against earnings from all sources with respect to all the books.

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SCHEDULE OF ROYALTIES

8.(a) Subject to subparagraph (b) below, the Author will earn the following royalties with respect to editions of the Work published by the Publisher:

(i) Mass Market Paperback Editions. Except as provided in (v)-(ix) below, on sales of each mass market paperback edition, a royalty on copies sold in the United States of **eight** percent of the suggested retail price on the first 150,000 copies sold in the United States and **ten** percent of the suggested retail price on all copies sold in the United States thereafter;

(ii) Hardcover Trade Editions. Except as provided in (v)-(ix) below, on sales of each hardcover edition of the Work, a royalty on copies sold in the United States of ten percent of the suggested retail price on the first 5,000 copies of the Work sold in the United States, twelve-and-one-half percent of the suggested retail price on the next 5,000 copies sold in the United States; and fifteen percent of the suggested retail price on all copies sold in the United States thereafter;

(iii) Trade Paperback Editions. Except as provided in (v)-(ix) below, on sales of each trade paperback edition, a royalty on copies sold in the United States of six percent of the suggested retail price on the first 25,000 copies sold in the United States, seven percent of the suggested retail price on the next 25,000 copies sold in the United States and eight percent of the suggested retail price on all copies sold in the United States thereafter;

(iv) Electronic Editions. Except as provided in (v) – (ix) below, on sales of electronic editions of the Work, a royalty on copies sold by the Publisher in the United States equal to ten percent of the suggested retail price of the electronic edition on the first 5,000 electronic copies of the Work sold in the United States, twelve-and-one-half percent of the suggested retail price of the electronic edition on the next 5,000 electronic copies sold in the United States; and fifteen percent of the suggested retail price of the electronic edition on all electronic copies sold in the United States thereafter (but not more than forty percent (40%) of the net amount received by the Publisher from the sale of any copy);

(v) Export. Except as provided in (vi) or (ix) below, a royalty of **five six** percent of the net amount received by the Publisher for copies of any edition of the Work sold outside of the United States or for export;

(vi) High Discount. Except as provided in (ix) below, a royalty of five percent of the net amount received by the Publisher for copies **sold outside regular trade channels** of any edition of the Work sold at a discount of 60 percent or more from the suggested retail price except when sold at or below **manufacturing average** cost, in which case no royalty shall be paid;

(vii) Direct Consumer Sales. A royalty of five percent of the net amount received by the Publisher on copies of any edition of the Work sold directly to the consumer including through mail-order coupon advertising, direct-by-mail circularization or solicitation by radio or television;

(viii) Premium Sales. A royalty of five percent of the net amount received by the Publisher on copies of any edition of the Work sold by the Publisher for use as premiums, gifts, or other special use in bulk quantities and for copies sold to book clubs as to which no separate rights payment has been or is to be received; and

(ix) Remainder Sales. On copies of any edition of a **Book** sold in a remainder sale or a special stock reduction sale, a royalty of ten percent of the excess, if any, of the net amount received by the Publisher over the **manufacturing average** cost of copies of that edition.

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~~(x) Audio Editions.~~ Except as provided in (v) (ix) above, on sales of audio editions of the Work, a royalty of 10 percent of the net amount received by the Publisher.

(b) No royalty will be earned on copies of the Work that are damaged or destroyed or retained in inventory or on copies that are given or sold to the Author or used for review, advertising, promotion, sales, sample, internal, charitable or like purposes. No royalty will be earned on sales of copies where any amount was or is to be earned by the Author under paragraph 9 as a result of a payment for rights made or to be made by the purchaser. **Notwithstanding the preceding sentence if the Publisher sells copies to a book club at more than the Publisher's manufacturing cost, the Publisher will pay the Author royalties on the amount over the manufacturing cost.** If the Work, or a part of it (other than brief quotations), is published by the Publisher together with one or more other complete or partial works in a single volume, the Author will earn royalties on sales of the volume equal to the royalties provided for in the various subparts of subparagraph (a) above multiplied in each case by the fraction that the Work (or part thereof) represents of the entire volume (on a page count basis). The phrase "net amount received by the Publisher" as used anywhere in this Agreement means sums of money actually received by the Publisher (less any taxes included in the amount received, less any insurance, shipping, mailing, freight, duties, customs clearance or other similar charges included in the amount received by the Publisher or paid by the Publisher, and less any foreign tax withholdings and any fees or commissions paid by the Publisher to finders or third-party sales or licensing agents in connection with the transaction). In all cases in subparts (i) through (x) of subparagraph (a) above, the computation of the number of copies sold will be net of returns. In determining whether particular sales levels have been reached for the purposes of fixing the applicable royalty rate, sales covered under a subpart of subparagraph (a) above other than the one for which the calculation is being done will not be counted. If the Work consists of more than one book or a book is published in more than one edition, the applicable royalty set forth in the various subparts of subparagraph (a) above will apply separately to each book in each edition; accordingly, in determining whether particular sales levels have been reached for the purposes of fixing the applicable royalty rate, only sales of the book in the edition for which the calculation is being done shall be included. As used in this Agreement: (i) the sale of a copy of an electronic edition of the Work means the sale of a CD-ROM or other physical media containing a copy of the Work in electronic form or the transmission for a fee of a copy of the Work electronically for reading by means of a computer and/or other electronic media; and (ii) ~~the sale of a copy of an audio edition of the Work means the sale of a tape, disc or other physical media containing a copy of an audio edition of the Work or the transmission for a fee of a copy of the audio edition electronically for listening by means of a computer and/or other electronic media.~~ If a U.S. affiliate of the Publisher publishes an audio edition of the Work, its edition will be treated as the Publisher's for the purposes of this Agreement.

SUBSIDIARY RIGHTS

9.(a) The Publisher is hereby granted the following exclusive subsidiary rights in the Work:

(i) ~~First Serial Rights~~ (being the right to use all or any portion of the Work in the English language in newspapers, magazines and other periodicals, whether in one or more parts, before the date the Work is first available for sale to the Public in book form, including the right to create for such use abridged, adapted and condensed versions of the Work);

(ii) **Second Serial Rights** (being the right to use all or any portion of the Work in the English language in newspapers, magazines and other periodicals, whether in one or more parts, on or after the date the Work is first available for sale to the public in book form, including the right to create for such use abridged, adapted and condensed versions of the Work);

(iii) **Selection Rights** (being the right to create, publish, distribute and sell in the English language condensed, adapted and abridged versions of the Work in book form and the right to use all or any portion of the text of the Work, as well as any artwork included in the Work, in the English language in anthologies and other compilations in book form). **The Author shall have approval of such license, such approval not to be unreasonably withheld or delayed;**

(iv) **Microfilm Rights** (being the right to use all or any portion of the Work in the English language on microfilm, microfiche, image processing and other technologies now known or hereafter devised for storage, display and printing of images of the printed page);

(v) **Electronic Text Rights** (being the rights to use all or any portion of the English language text of the Work, as well as any artwork included in the Work, in electronic media, including, but not limited to, in electronic anthologies and other electronic compilations, and to create, and to use in electronic media, abridged, adapted and condensed versions of the English language text of the Work, in each case whether or not artwork, text, sounds and/or other matter not taken from the Work are also used with the text and artwork from the Work). **The Author shall have approval of any licensed of an abridged, adapted or condensed electronic text edition, such approval not to be unreasonably withheld or delayed. The grant to the Publisher of Electronic Text Rights does not confer on the Publisher the right to create, or to authorize any licensee to create a work that is not primarily intended to be read;**

~~(vi) **Multimedia Rights** (being the rights to create, and to use in electronic media, works in any language based on the Work, including the rights to create, and to incorporate into those works, artwork, text, sounds and other matter taken or derived from the Work or from the plot, characters, fanciful places, situations, ideas and events in the Work, as well as the right to incorporate into those works any artwork, text, sounds and/or other matter not taken or derived from the Work [provided, however, that if Motion Picture, Dramatic, Television and Video Rights are not also granted by this Agreement, Multimedia Rights do not include the right to create and use dramatic versions of the Work in electronic media]);~~

~~————(vii) **Game Rights** (being the rights to create games in any language based on or including text, artwork, plot, characters, fanciful places, situations, ideas, and events in the Work and to reproduce, distribute and sell the games in the form of board games and/or to use the games in electronic media);~~

~~————(viii) **Sound Reproduction Rights** (being the rights to create and to use audio editions of the Work);~~

~~————(ix) **Translation Rights** (being the right to translate the Work into languages other than English, and book publication rights, First Serial Rights, Second Serial Rights, Selection Rights, Microfilm Rights, Electronic Text Rights and Sound Reproduction Rights in languages other than English);~~

~~————(x) **Cartoon Strip, Novelty, Advertising and other commercial use of characters, fanciful places, situations, ideas, events and other material from the Work;** and~~

~~————(xi) **Motion Picture, Dramatic, Television and Video Rights in all languages** (whether methods and technologies now known or hereafter devised).~~

As used in paragraph 8 and in this paragraph 9: (1) “electronic media” means all electronic, magnetic, digital, optical, laser-based and other media, devices and systems for the storage, manipulation, display, retrieval, publication, distribution, broadcast and/or transmission of text, data, images, sounds and/or other information in any electronic form, whether now known or hereafter devised, including, without limitation, disk, CD-ROM, CDi, integrated circuit card or chip, **and the Internet or other** on-line computer network, service or database or satellite-based transmission, whether interactive or not; (2) “use” includes, without limitation, create copies or otherwise reproduce, publish, distribute, sell, transmit, upload, download and broadcast; (3) “periodicals” includes both print and electronic media editions of periodicals; (4) “artwork” means photographs, illustrations, paintings and other images (whether created by hand or through use of a camera, computer or other device now known or hereafter devised); and (5) “audio editions of the Work” means nondramatic English language readings of all or any portion of the Work (including condensed, adapted and abridged versions), whether in the form of records, tape recordings, sound cassettes, compact discs, electronic media or other technologies now known or hereafter devised. If some of the rights granted to the Publisher with respect to electronic media are not granted to it on a worldwide basis, it may nevertheless exercise or authorize its licensees to exercise the rights granted, from or within the territory granted, on any on-line computer network, service or database or by satellite-based or other transmission even if some persons

outside such territory may have access to such network, service database or transmission. If the Publisher is granted rights under multiple subparts above (e.g., both Electronic Text Rights and Sound Reproduction Rights), it may combine or authorize the combination of such rights into single products or services.

(b) The Author will earn amounts equal to the below stated percentages of the net amount received by the Publisher from licenses granted to others by the Publisher of the indicated rights:

(i) English Language Book Publication Rights (regardless of format) (other than Book Club) to U.S. publishers	50%
(ii) English Language Book Publication Rights (regardless of format) to Book Clubs	50%
(iii) First Serial Rights (granted to licensees in the U.S.)	50%
(iv) Second Serial Rights (granted to licensees in the U.S.)	50%
(v) Selection Rights (granted to licensees in the U.S.)	50%
(vi) Microfilm Rights	50%
(vii) Electronic Text Rights	50%
(viii) Multimedia Rights	50%
(ix) Game Rights	50%
(x) Sound Reproduction Rights	50%
(xi) English Language Book Publication Rights, First Serial Rights, Second Serial Rights and Selection Rights (granted to licensees outside the United States)	50%
(xii) Translation Rights	50%
(xiii) Cartoon Strip, Novelty, Advertising and other commercial rights	50%
(xiv) Motion Picture, Dramatic, Television and Video Rights	70%

If the Publisher elects to itself exercise any of the above rights for which a royalty is not provided elsewhere in this Agreement, the Author will earn royalties with respect to the exercised rights in amounts consistent with applicable industry standards as **mutually agreed upon between the parties** ~~reasonably determined by the Publisher.~~

(c) The Publisher also has the exclusive right to grant permissions to reproduce portions of the Work (**not to exceed 7,500 words without the Author's approval**) in books and in any other print medium; the Author will earn an amount equal to one half the net amount received by the Publisher for the grant of any such permission. To promote the sale of the Work, the Publisher may distribute copies of the Work, such as review copies and advance copies, and may use or grant permissions to use extracts from the Work free of charge; promotional uses may be in any print or electronic media.

(d) Included among the rights granted to the Publisher is the exclusive right to license editions of the Work in Braille and to license photocopying, recording and microfilming of the Work for editions directed at the physically handicapped, without (if the Publisher so elects) fee or royalty. **If any fee is received, the Author shall receive 50% of said fee.**

(e) The Publisher may distribute or license the distribution of posters containing a reproduction of the jacket or cover of any edition of the Work with the Author's name visible thereon, provided, however that if any such posters are offered for sale by the publisher or its licensees, the Author will earn 33 1/3% of the net amount received by the Publisher after deduction of any costs incurred by the Publisher in connection therewith (including, but not limited to, production costs and any fees or royalties paid for use of cover art in the posters).

(f) All rights in the Work now existing, or which may hereafter come into existence, not specifically granted to the Publisher are reserved to the Author for the Author's use at any time. However, without limiting in any way the grant of rights to the Publisher or the warranties and representations contained elsewhere in this Agreement, the Author represents, warrants and covenants that the Author will not authorize or arrange for the publication in any printed form (or other form granted to the Publisher) of a novelization, adaptation or other version of either the Work or a work in another medium based on the Work (and the Author represents and warrants that the Author has not previously authorized or arranged for any such publication). However, the above will not prohibit the Author from writing and authorizing the publication of any prequels or sequels to the Work. If the Work is itself based on a work in a non-print medium (such as a movie), the Author represents, warrants and covenants that neither the Author nor the holder of the copyright in the work on which the Work is based will authorize or arrange for the publication in any printed form (or other form granted to the Publisher) of a novelization, tie-in, adaptation or version of the work on which the Work is based (and the Author represents and warrants that no such publication has been authorized or arranged for).

REPORTS AND PAYMENTS

10.(a) After publication of the Work, the Publisher will render semi-annual statements on April 30 and October 31 in each year in accordance with the Publisher's regular accounting practices, showing the amounts earned by the Author hereunder for the periods July 1-December 31 and January 1-June 30, respectively, as royalties and on account of licenses of the Work and permissions granted by the Publisher. Each statement will be accompanied by payment of the amount shown to be due thereon. However, the first statement and payment will not be issued to cover a period of less than six months from the date of the Work's first publication by the Publisher. Notwithstanding any other provision of this Agreement, no earnings will be due or payable to the Author unless and until the Author's earnings exceed the total advance under paragraph 7 (paid and to be paid in the future); once such total advance is earned out, the excess of the Author's earnings above such total advance (only) will be paid as provided above. In rendering any statements and in making any payments hereunder, the Publisher may deduct and withhold reserves against returns of copies in reasonable amounts.

(b) If the total amount payable is less than \$50, the Publisher may defer the rendering of statements and payment until such regular payment date as at least \$50 shall be payable to the Author. In such case, upon written request, a statement will be given.

(c) The Author or a certified public accountant hired by the Author shall have the right, upon reasonable notice during usual business hours but not more than once in any 12-month period, to examine the books and records of the Publisher at the place(s) where the same are regularly maintained insofar as they relate directly to the sales and returns of the Work. Such examination shall be at the cost of the Author unless errors aggregating more than ten percent of the total sum paid under this Agreement (including, but not limited to, advances) to the Author are found to the Author's disadvantage, in which case the reasonable cost (excluding any travel, lodging or meal expenses) of such examination shall be borne by the Publisher. No such examination shall be made by a certified public accountant working on a contingent fee basis. Statements rendered under this Agreement 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 **three years** ~~one year~~ after the date the statement was rendered.

FREE COPIES

11. The Publisher will furnish 20 copies of each edition of the Work published by the Publisher to ~~the~~ **each** Author **and ten (10) to the Author's agent** without charge. Should the Author desire additional copies for his or her own use, they shall be supplied at a 40 percent discount from the suggested retail price. The cost of copies of the

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Work ordered by the Author will be charged to the Author's royalty account, unless the aggregate number of copies purchased by the Author is over 28 and there are not sufficient accrued royalties owed to the Author to pay for the copies ordered, in which case the Author shall enclose payment with the order. If the Work consists of more than one book, the Author will receive the specified number of each book comprising the Work.

REVERSION OF RIGHTS

12.(a) If the Publisher determines, in its sole discretion, that the Work or any edition thereof has ceased to have a remunerative sale, the Publisher may discontinue publication. If, at any time after five years from its initial publication by the Publisher, the Work is "Unavailable for Sale" (as defined below), the Publisher will, within six months after the Publisher's receipt of a written request from the Author for reversion of rights in the Work, do one of the following to be selected by the Publisher in its sole discretion: (i) arrange for a print or electronic edition of the Work published by the Publisher or a licensee to be available for sale in the United States; or (ii) upon payment to the Publisher of any sums owed by the Author to the Publisher (which does not include any unearned advance), terminate this Agreement and revert all rights in the Work to the Author. In addition, if, at any time after five years from its initial publication by the Publisher, orders for copies of the Work are filled only by copies produced on an on-demand basis (*i.e.*, neither the Publisher nor any licensee maintains an inventory of the Work) and for each of ~~four~~ **two** consecutive accounting periods fewer than 100 copies of the Work are sold by the Publisher and its licensees, the Publisher will, within six months after its receipt of a written request from the Author for reversion of rights in the Work, do one of the following to be selected by the Publisher in its sole discretion: (i) arrange for a printing or reprinting of a print edition of the Work; (ii) resolicit orders for the Work or take other steps reasonably calculated to increase aggregate sales of editions (print and/or electronic) of the Work above 100 copies per accounting period; or (iii) upon payment to the Publisher of any sums owed by the Author to the Publisher (which does not include any unearned advance), terminate this Agreement and revert all rights in the Work to the Author.

For the purposes of this Agreement, the Work will be considered "Unavailable for Sale" if (and only if) there is no print or electronic edition of the Work published or licensed by the Publisher available for sale anywhere in the world.

Notwithstanding the above, if the Work consists of more than one book, this subparagraph 12(a) shall apply separately to each book; any termination pursuant to this subparagraph 12(a) shall apply only to the book(s) that are out of print and are terminated through the procedure provided above and this Agreement shall continue in full force and effect with respect to any other book(s) comprising the Work.

(b) Termination of this Agreement, whether or not pursuant to subparagraph 12(a), is subject to the right of the Publisher to thereafter dispose of any existing inventory and copies returned (accounting as provided in paragraph 10 to the Author for any royalties earned by the Author as a result thereof), to the continuation of any licenses with respect to the Work previously granted by the Publisher and to the continuing receipt and retention by the Publisher of the proceeds from such licenses (accounting as provided in paragraph 10 to the Author for the amount earned by the Author from any such proceeds).

MANDATED PUBLICATION

13. The Publisher agrees to publish and commence distribution of the Work within 24 months after acceptance of the complete manuscript (but, if the Work consists of more than one book, publication of the second and each subsequent book comprising the Work will not be required prior to 12 months after the publication of the immediately preceding book). The Publisher will have the right to make the final decision on the title and jacket or cover art. The publication will be in a format determined by the Publisher acting in its sole discretion. All decisions regarding the retail price and all other matters involving terms of sale, distribution, advertising and promotion of the Work shall also be within the Publisher's sole discretion. The publication may be under any of the Publisher's, or any of its affiliated companies', imprints. (If the Publisher has made arrangements for a licensed edition of the Work to be published in the United States by another publisher within the time provided above, the Publisher's time to publish its edition will be extended for 12 months beyond the time provided above.) If the Publisher is prevented or

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hindered from publishing and/or distributing the Work by circumstances beyond its reasonable control, then the period provided above for publication will be extended by a period equal to the period during which the circumstances prevented or hindered publication and/or distribution. If the Publisher fails to publish and commence distribution of the Work by the time provided above and such failure persists for six months after the receipt by the Publisher of a written demand that the Publisher publish the Work, sent by the Author by certified or registered mail, return receipt requested, then the Author may terminate this Agreement by written notice of termination sent by the Author by certified or registered mail, return receipt requested, and received by the Publisher prior to commencement of publication, in which case the Author shall retain any advances already paid under this Agreement in complete and full discharge of the Publisher's obligations under this Agreement; no other claims, damages or remedies shall be available to the Author for the Publisher's failure or refusal to publish under any circumstances. If the Work consists of more than one book, this paragraph 13 shall apply separately to each book comprising the Work. Any termination pursuant to this paragraph shall apply only to the particular book involved and the reference to advances contained in this paragraph shall be deemed to mean the portion of the advance paid that is attributable to that book; this Agreement shall continue in full force and effect with respect to the other book(s) comprising the Work.

DELAY OF PERFORMANCE

14. The Publisher's failure or inability to comply with any of the terms of this Agreement due to circumstances beyond its reasonable control, including, but not limited to, natural disasters, inability to obtain materials or supplies, labor controversies, riot, war or governmental orders or actions, shall not be deemed a breach of this Agreement.

BANKRUPTCY

15. If a petition in bankruptcy shall be filed by the Publisher, or if the Publisher shall be finally judged bankrupt by a court of competent jurisdiction, or if the Publisher shall seek general protection from its creditors under any bankruptcy or insolvency act, the Author may terminate this Agreement by written notice, effective immediately upon receipt.

OPTION

16. The Publisher shall be offered in writing the right to acquire publication rights in the Author's next work **in the Oak Trilogy series** before the next work (or a proposal for it) is shown or offered to any other publisher. The offer must be accompanied by an outline and detailed proposal for the next work (or, at the Author's option, a manuscript of the next work). The Publisher will have until the end of 30 days after its receipt of the offer to respond (~~but at least until 30 days after delivery and acceptance of the complete manuscript of the Work~~). If the Publisher does not express a desire to acquire publication rights in the next work by the end of the period provided above for response, or if the Publisher expresses a desire to acquire publication rights in the next work but the Author and the Publisher are unable to reach agreement concerning the next work by the end of 20 days thereafter, the Author may then (but not before then) submit the proposal or manuscript to one or more other publishers, but if the Publisher made an offer: (i) the Author may not accept terms from any other publisher that are equally favorable or less favorable to the Author than those offered by the Publisher; and ~~(ii) the Publisher will have an option to acquire publication rights in the next work by matching the terms most favorable to the Author offered by another publisher, which option shall be open for exercise until 14 days after the Publisher receives written notice from the Author of the terms of the other publisher's offer.~~ This paragraph 16 will survive any termination of this Agreement except a termination of this entire Agreement under paragraph 13.

SERIES

17. If the Work consists of one or more books in a series, the Author agrees that additional books in the series will not be written until all the book(s) in the series in which the Publisher has been granted rights have been completed and that the Author will not authorize or arrange for the publication of any additional book in the series prior to the first to occur of: (i) the first anniversary of the Publisher's hardcover publication of the last book under

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contract to the Publisher in the series or (ii) six months after the publication by the Publisher of a paperback edition of the last book under contract to the Publisher in the series.

AGENCY

18. The Author hereby authorizes the Author's Agent, **The Ashley Grayson Agency, 1342 18th Street, San Pedro, CA 90732** to collect and receive all sums of money payable to the Author pursuant to any of the provisions of this Agreement. The agent is fully authorized and empowered to act on behalf of the Author in all matters in any way arising out of this Agreement. The Publisher may pay all sums hereunder to the said agent (in which case, receipt by the agent shall constitute payment to the Author) and may rely on the said agent in all matters arising out of this Agreement, including, without limitation, amendment of this Agreement or settlement of any controversies arising out of this Agreement, ~~until the Publisher shall have received written notice from the Author of the termination of such agency. Upon the receipt of such notice, the Publisher shall pay all further sums payable pursuant to this Agreement directly to the Author or to such other persons as the Author shall direct in writing.~~

AUTHOR TO RETAIN COPIES

19. The Author shall retain, for the Author's own protection, copies of all manuscripts and other documents or materials supplied by the Author to the Publisher.

REVISED EDITIONS

20. If the Work is non-fiction, the Author agrees, at the Publisher's request, to prepare revised editions of any of the book(s) comprising the Work; but if the Author is unable or refuses to do so or fails for any reason to deliver a manuscript of the revised edition, in form and content acceptable to the Publisher, within a reasonable time, the Publisher may cause the same to be done and in such event the expense thereof shall be borne by the Author. This Agreement, other than subparagraph 3(a), will continue to apply to each revised edition (but no additional advance will be payable in connection with a revised edition). The Publisher will have all the rights in all revised editions of the book(s) comprising the Work that the Publisher has in the original version(s) of the Work.

COMPETING WORKS

21.(a) The Author represents and warrants that the Author has not authorized or arranged for, and agrees not to authorize or arrange for, the publication, distribution or sale in the territory granted to the Publisher on an exclusive basis, otherwise than by the Publisher, of any work by the author of the Work (or if more than one person authored the work, any one or more of such persons) which will directly compete with the Work or diminish the value of any subsidiary rights granted by this Agreement where such publication, distribution or sale will take place at any time during the term of this Agreement. **This subparagraph 21(a) does not prohibit the Author from writing and authorizing the publication, distribution and sale of other novels with different characters, premises and plots from the Work.**

~~(b) If the grant of publication rights to the Publisher is not worldwide, the Author agrees not to permit anyone other than the Publisher to publish, distribute or sell a paperback edition of the Work in the English language in the territory, if any, granted to the Publisher on a non-exclusive basis prior to one year after the Publisher's initial publication (if the Publisher's initial publication is in hardcover), or prior to the Publisher's initial publication (if the Publisher's initial publication is in paperback).~~

(c) If the Work consists of more than one book, all references in subparagraphs (a) and (b) above to the "Work" shall be deemed to refer to each of the books comprising the Work considered separately.

LEGAL PROBLEMS

22. Notwithstanding any other provision of this Agreement, the Publisher shall not be obligated to publish or continue to publish the Work if in the opinion of the Publisher it contains unlawful material or any material which may violate the rights of any person or entity. If, in the opinion of the Publisher, there appears to be substantial risk

of legal action or liability on account of the Work, the Author shall, if requested by the Publisher, make such revisions or deletions in the Work as shall be necessary in the opinion of the Publisher or the Publisher's legal counsel to remove any such risk. No such revisions or deletions, and no request for substantiation, shall be deemed to impose on the Publisher any obligation of verification, or to affect in any way the Author's warranties or representations or duty of indemnification which shall continue to apply to all material in the Work, whether or not changed at the request of the Publisher or the Publisher's legal counsel. If the Author does not make, or authorize the Publisher to make, such revisions or deletions, or if the Work cannot be revised, then the Publisher may terminate this Agreement in writing at any time and/or may exercise any other remedies available to it under the circumstances. In the event of such termination of this Agreement, all amounts paid by the Publisher to the Author pursuant to this Agreement shall be promptly repaid by the Author to the Publisher. If the Work consists of more than one book, this paragraph 22 shall apply separately to each book; any termination pursuant to this paragraph 22 shall, unless the Publisher otherwise elects, apply only to the particular book involved. In the event of termination as to a particular book: all rights in the terminated book will revert to the Author, but this Agreement shall remain in full force and effect with respect to the other book(s) comprising the Work; the total advance provided for in paragraph 7 shall be reduced to exclude the portion attributable to the terminated book; and the Author's obligation to repay amounts advanced shall be limited to the portion of the advance paid that is attributable to the terminated book.

ASSIGNMENT

23. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Publisher. This Agreement shall be binding upon the successors, heirs and estate of the Author. The Author may assign any net sums due to the Author hereunder, but may not assign or delegate the Author's duties or obligations under this Agreement. **The Publisher may not assign this Agreement to any other person or company except that the Publisher may assign it to a subsidiary, parent or affiliated company, to a successor of the Publisher by merger, consolidation or reorganization of the Publisher or in connection with a sale of (i) all, or substantially all, of the assets of the Publisher, (ii) all or substantially all of the Publisher's publishing business, or (iii) all or substantially all of the Publisher's business involving an imprint or significant part of the Publisher's publishing business. The foregoing shall in no way be deemed as limiting the rights of the Publisher to license rights in the Work granted to it by this Agreement.**

NOTICES

24. All notices or other communications required or permitted to be given by any of the provisions of this Agreement shall be sent by telecopier, regular first class mail, air mail, hand delivery, overnight mail or commercial air express service (unless the provision permitting or requiring such notice or other communication calls for another type of mail, in which case such other type of mail shall be required) and shall be deemed given when dispatched (unless the provision permitting or requiring such notice or other communication shall otherwise provide). However, notices or other communications dispatched from outside the United States shall be deemed given when received. All notices or other communications shall be addressed to the Author at the address set forth at the beginning of this Agreement (or to such other address as the Author shall have designated by 30 days' prior written notice), or to the Publisher at its then principal office.

ENTIRE AGREEMENT

25. This Agreement constitutes the entire agreement between the Publisher and the Author concerning its subject matter. This Agreement cannot be cancelled, amended or modified, nor may any of its provisions be waived, except in a writing signed by the party (or his or its duly authorized agent) against whom such cancellation, amendment, modification or waiver is to be enforced. This Agreement creates an independent contractor relationship between the Author and the Publisher; it does not create, and shall not be construed as creating, a partnership or joint venture between the Author and the Publisher. This Agreement is not binding on the Publisher, and the Publisher is not obligated with respect to the Work, unless and until this Agreement is executed by the President, Chief Operating Officer or a Vice-President-Administration of the Publisher.



THE SCHEDULE

Ascension	Pacific Islands, comprising Solomon Islands
Australia	Tonga
Bangladesh	Western Samoa
Botswana	Nauru Islands
British West Indies	New Hebrides
Brunei	Gilbert Islands
Burma	Tuvalu
Cocos Island	Norfolk Island (Australia)
Cyprus	Papua New Guinea (Australia)
Falkland Islands	Pitcairn Islands
Fiji	Pakistan
Gambia	St. Helena
Ghana	Seychelles
Gibraltar	Sierra Leone
India	Sikkim
Iraq	Singapore
Irish Republic	Somali Republic
Jamaica	Sri Lanka
Kenya	Swaziland
Kuwait	Tanzania
Lesotho	Tasmania
Malawi	Trinidad and Tobago
Malaysia	Tristan de Cunha
Malta (including Gozo and Comino)	Uganda
Mauritius (including Rodriguez)	United Kingdom (including Northern Ireland, the Isle of Man, and Channel Islands)
Namibia	Zambia
Nigeria and the Cameroons	Zimbabwe