

AGREEMENT made July 8, 1975, between CHARTER COMMUNICATIONS, INC. (Ace Books) of 1120 Avenue of the Americas, New York, N. Y. 10036, hereinafter called "ACE" and The Viking Press, Inc.

Seller of 625 Madison Avenue, New York, New York 10022 hereinafter called ~~XXXXXXXXXX~~ the "Seller"

WITNESSETH:

1. The Seller grants to ACE a license to print, publish and sell or to cause to be printed, published and sold softcover reprint editions in English, of \*at a retail price of not more than \$1. Book UNCHARTED STARS by Andre Norton hereinafter called "the Book".

2. The license herein granted shall be exclusive in the United States, its territories, Dependencies, the Philippines, and Canada

Territory

and shall be non-exclusive in the rest of the world outside the British Publishers' Traditional Market as defined in the schedule attached hereto. softcover reprint

The Seller agrees not to license any other English language edition in the open market except to a British publisher on a non-exclusive basis as a part of the grant of regular British Commonwealth rights.

Other Reprints

3. During the term of this agreement, the Seller shall not, without the written consent of ACE, publish or sell or permit any third party to publish or sell the Book, ~~XXXXXXXXXX~~ ~~BOOK XXXXXXXXXX~~ in softcover volume form.



Publication Date

4. ~~XX~~ ACE shall publish the Book \* signature of this agreement, or five (5) years if the original advance is unearned at the end of the four year period

four(4)

Term of Agreement

5. The license herein granted shall be effective for a period of ~~five (5)~~ four (4) years from ~~XXXXX-publication-date~~ and shall thereafter be automatically extended until ACE receives from the Seller by registered mail written notice of termination. After receipt of such notice ACE may liquidate any existing stock, but shall not make any further printings of the Book except that it may (a) complete production of any printing on which it may have commenced work and incurred expense, and (b) liquidate the stock resulting from such printing, together with any existing stock of copies of the Book. In the event ACE puts into process a printing of said Book during the ~~XX~~ ~~XX~~ the license term shall thereby be extended for a period of two years from the date of publication of such printing. \*last year of said ~~5~~ year period. 4 or

Seller's Warranties

6. The Seller warrants (a) that the rights herein granted to ACE are owned by the Seller and are not subject to any prior contract or lien which may interfere with the rights of ACE hereunder; (b) that the Book contains no libelous material, does not invade the privacy of any person, and does not infringe upon any statutory or other copyright or any right of others whatsoever; ~~(XX~~ ~~XX~~ ~~XX~~ ~~XX~~ The Seller will hold ACE harmless against any loss or expense, including counsel fees incurred, arising out of any breach or alleged breach of any of the foregoing warranties. ~~XX~~ ~~XX~~ ~~XX~~

Advance

7. ACE shall pay to the Seller the sum of One Thousand, Five Hundred Dollars (\$1,500.00) payable as follows:

One Thousand Five Hundred Dollars (\$1,500.00) on signing of agreement



10. If ACE's edition of the Book goes out of print and if ACE fails or refuses to reprint the Book within six (6) months after receipt of a written demand from the Seller, the Seller may terminate this agreement by written notice. Except as hereinafter provided, such notice shall become effective thirty (30) days after receipt thereof by ACE. Upon such termination, all rights granted hereunder, except the right to dispose of existing stock and printings in progress, shall revert to the Seller and ACE shall be under no further obligation or liability to the Seller except that all royalties, including advances, called for by this agreement shall be paid as they become due.

If ACE shall have been prevented from reprinting by strikes, fires, shortages of labor or material, mechanical difficulties, governmental restrictions, the breakdown of market distribution facilities or any other circumstances beyond its control, whether similar or dissimilar to those enumerated, notice of termination shall be effective only after ACE shall have continued its failure to reprint for a period of three (3) months after the termination of the situation which prevented compliance with the Seller's demand.

The Book shall not be deemed "out of print" within the meaning of this paragraph 10 as long as it is available for sale either from stock from ACE's warehouse or in the field.

Text for Reprint

11. The Seller shall furnish to ACE six (6) copies of the trade edition of the Book, and ACE shall reprint the text of the Book faithfully. ACE shall print on the copyright page of each Book the copyright notice as contained in such trade edition, or such other copyright notice as may be supplied in writing by the Seller. The license herein granted also applies to any illustrations contained in the Seller's edition of the Book. Upon request the Seller shall supply to ACE original artwork, glossy prints or other matter suitable for reproducing such illustrations in ACE's edition of the Book.

Reprint of Other Titles Law Applicable

\* and the notice "This edition published by arrangement with THE VIKING PRESS, INC."

12. The Seller agrees to offer to ACE the exclusive rights to a softcover reprint edition in English of the next work by the author of the Book which shall be at the disposal of the Seller before offering such rights to any other publisher, directly or indirectly.

13. This agreement shall be interpreted according to the laws of the State of New York, regardless of the place of its execution or performance.

Arbitration

14. Any controversy arising out of or relating to this agreement, or the performance thereof, shall be determined by arbitration in New York City in accordance with the rules then obtaining of the American Arbitration Association and judgment on the award rendered may be entered in any court having jurisdiction thereof.

Parties Affected

15. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns but no assignment shall be binding on either of the parties without the written consent of the other party.

16. ACE shall submit jacket art, cover and promotion copy for Seller's approval, which shall not be unreasonably withheld.

17. ACE shall deliver to the Seller without charge, ten (10) copies of its reprint edition.

18. ACE shall not without the Seller's approval include in or insert in the Book any advertising or promotional matter that does not pertain to the Book or other books published by ACE. 19 is on following page.

SELLER'S PUBLICATION DATE: \_\_\_\_\_

THE VIKING PRESS, INC.

Seller

Witness:

Marianne Holoney

By Morton L. Levin

Morton L. Levin  
Executive Vice President

ACE BOOKS  
CHARTER COMMUNICATIONS, INC.

Witness:

[Signature]

By [Signature]

XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX President

Date signed: \_\_\_\_\_

INITIAL  
mz R

[Signature]

19. Should the Buyer fail to make payments when and as required hereunder, the Seller shall have the right to notify the Buyer of its default (by Certified Mail) and if such default is not cured within 30 calendar days after receipt of said notice, then the Buyer shall automatically lose the right to publish or sell the Book under this contract between the Buyer and Seller.

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THE SCHEDULE OF THE BRITISH PUBLISHERS' TRADITIONAL MARKET

- ~~Arab Republic of Egypt~~  
Ascension  
Australia  
Bangladesh  
Botswana  
British West Indies, comprising  
    Bahamas  
    Barbados, Bermuda  
    Guyana  
    British Honduras  
    The Caicos, Cayman, Leeward,  
    Turks and Windward Islands  
Brunei  
Burma  
~~Canada~~  
Ceylon  
Cocos Island  
Cyprus  
Falkland Islands  
Fiji  
Gambia  
Gibraltar  
Ghana  
Hong Kong  
India  
Iraq  
Irish Republic  
~~Israel~~  
Jamaica  
Jordan  
Kenya  
Kuwait  
Lesotho  
Malawi  
Malaysia, comprising  
    the Malayan Union  
    Sabah  
    Sarawak  
Malta & Gozo  
Mauritius (inc: Rodrigues)
- New Zealand (inc: Ross)  
Nigeria  
Northern Ireland  
Pacific Islands, comprising  
    British Solomon Islands  
    Tonga  
    Western Samoa  
    Nauru Islands  
    New Hebrides  
    Gilbert and Ellice Islands  
    Union Islands (New Zealand)  
    Norfolk Island (Auckland)  
    Papua and New Guinea (Aust)  
    Pitcairn Island  
Pakistan  
Rhodesia  
St. Helena  
Seychelles  
Sierra Leone  
Singapore  
Somali Republic  
South African Republic  
South-West Africa  
South Yemen  
Sudan  
Swaziland  
Tanzania  
Tasmania  
Trinidad and Tobago  
Tristan da Cunha  
Uganda  
United Kingdom (inc:  
    Northern Ireland  
    the Isle of Man  
    and the Channel Islands)  
Zambia
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