



A division of Charter Communications Inc.
1120 AVENUE OF THE AMERICAS, NEW YORK 10036
TELEPHONE (212) 867-5060

AGREEMENT made this May 4, 1979, between CHARTER COMMUNICATIONS
INC. (Ace Books) of 360 Park Avenue South, New York, New York
10010 hereinafter called "ACE" and Andre Norton
c/o Larry Sternig Literary Agency
742 Robertson Street
Milwaukee, Wisconsin 53213
Of hereinafter called "AUTHOR."

WITNESSETH:

VOORLOOPER

1. AUTHOR grants ACE the rights to print, bind, publish and sell the
Author's Work (hereinafter called the "Book") tentatively entitled:

UNTITLED NOVEL by Andre Norton

a. Exclusive right in the English language in the United States of
America, the Philippine Republic and Canada, and the rest of the world.

i. Print, publish and sell the work in book form in such format
and design and under such imprints and trade names as ACE may determine.
These rights are understood to include those necessary to publish or
license publication of the Book and copyright it as a book in the English
language in the name of the Author;

ii. License publication of the Book (in complete, condensed or
abridged versions) by book clubs, including subsidiaries of ACE;

iii. License publication of an edition by another publisher;

iv. License publication of the Book (in complete, condensed or abridged
versions) or selections therefrom in anthologies and other publications,
in mail-order and schoolbook editions, as premiums and through microfilm
and Xerox or other forms of copying;

v. License periodical publication including magazines, newspapers
and digests both before and after book publication;

vi. License adaptation of the Book for filmstrips, printed cartoon
versions, mechanical sound reproduction, and all other forms of mechanical
and computerized reproduction;

vii. License, without charge, transcription or publication of the Book
in Braille or in other forms, for the physically handicapped;

viii. For publicity purposes, publish or permit others to publish or
broadcast (but not dramatize) by radio or television, without charge,
such selections from the Book as in the opinion of Ace may benefit its sale.

b. Exclusive right to license in the English language throughout the British Commonwealth (other than Canada) the British Trusteeships, the Republic of South Africa, the Irish Republic, Burma, Iraq and Jordan.

c. Exclusive right to license translations in all foreign languages and countries.

d. Exclusive right to license all dramatic, motion picture and television versions.

2. Ace shall have the right to publish the Book under its present tentative title or under such other title as ACE may deem most advantageous to the sale thereof, and to make any changes, additions and deletions whatsoever in the material of the Work.

3. Author warrants that he is the sole author of the Work; that he is the sole owner of all the rights granted to ACE hereunder; that he has not previously assigned, pledged or otherwise encumbered the same; that he has full power to enter into this agreement; that the Work is original, has not been published heretofore in whole or in part and is not in the public domain; that it does not violate the right of privacy of any person; that it does not contain libelous, obscene or other unlawful matter; that it does not infringe upon the statutory or common law copyright or any other right of any person or party; and that every recipe, formula, or instruction contained in the Work is not injurious to the user. Author agrees to hold ACE harmless against any loss, expense or damage occasioned by any claim, demand, suit or recovery arising out of the breach or alleged breach of any of the foregoing warranties. The term "expense" as herein used shall include reasonable fees of counsel selected by ACE. ACE shall, with reasonable promptness, notify Author of any such claim, demand or suit, and Author shall fully cooperate in the defense thereof.

4. DELIVERY OF COMPLETED MANUSCRIPT. Author agrees to deliver to ACE on or before the 1st day of November, 1980, time being of the essence, a legible, typewritten copy, plus a carbon copy, of the completed Book consisting of approximately 40-45,000 words, complete and ready for the printer. Author further agrees within four weeks after requested to make such corrections and changes in the completed manuscript as ACE may request, provided the requested changes do not misrepresent the expressed ideas and opinions of Author, failing which ACE shall have the option of having such corrections and changes made and charging the cost thereof to Author, or to terminate this Agreement and recover from Author the amount of any advance payments theretofore made.



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7. ACE shall render statements and make payments to the Author as follows:

Statements rendered and Payments Made	For the Period
September 30	January 1 - June 30
March 31	July 1 - December 31

However, the first statement of sales shall not be prepared until Ace's edition of the Work has been on sale for at least six (6) months.

~~8. The license granted in this Agreement shall be for the full term of copyright and all renewals and extensions thereof.~~

9. Author hereby authorizes his agent, Larry Sternig Literary Agency
 742 Robertson Street
 Milwaukee, Wisconsin 53213

to collect and receive all sums of money payable to Author under the terms of this Agreement, and the receipt of said agent is a good and valid discharge in respect thereof. Said agent is hereby fully authorized and empowered to act on behalf of Author in all matters in any way arising out of this Agreement.

~~10. The Author agrees to offer to ACE the exclusive rights to an edition in English of the next work by the author of the Book which shall be at the disposal of the Author before offering such rights or showing such work to any other publisher, directly or indirectly.~~

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

12. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns. ACE shall have the right to permit publication of the Work in the various parts of the world licensed herein under the imprint of any subsidiary, affiliate and/or parent company.

(See Paragraphs 13 and 14 attached)

Social Security No.:

..... ~~XXXXXXXXXX~~

By..... *Andre Norton*

AUTHOR

Andre Norton

Witness:

..... *Vera Mae Spencer*

By..... *Joseph M. Wolfson*

CHARTER COMMUNICATIONS, INC.
 (ACE BOOKS)

Joseph M. Wolfson

UNTITLED NOVEL
Andre Norton
May 4, 1979
Page 5

13. The rights are granted herein to ACE for a period of seven (7) years after ACE's first publication date. Upon the expiration of the first seven-year term, ACE shall have the right to extend the contract for a period of seven (7) years by paying to the Author a further advance equal to 100% of the original guaranteed advance or the average annual royalties (being paid to the Author or being recouped) from the sales of ACE's edition of the Book, computed on the basis of sales during the last three years preceeding the termination date of this agreement, whichever sum is less.

The aforementioned advance shall be applied against royalties as provided in Paragraph 6 herein.

Upon termination of said agreement, ACE shall have the right to sell any copies of the Book then remaining on hand subject to the payment of royalties as specified herein.

14. ACE shall deliver, upon publication, 25 copies of the Book in every edition.