

DAW BOOKS, INC.

A G R E E M E N T made Jan. 4, 1978, between DAW BOOKS, INC., of #1301 Avenue of the Americas, New York, N.Y. 10019, hereinafter called "DAW", and ANDRE NORTON, c/o Larry Sternig of 742 Robertson Street, Milwaukee, Wisconsin 53213, hereinafter called "the Author",

W I T N E S S E T H :

1. The Author grants DAW the rights to print, bind, publish and sell the Author's Work, hereinafter called the "Book", tentatively entitled:

YURTH BURDEN

(a) Exclusive right in the English language in the United States of America, the Philippine Republic and Canada to:

i. Print, publish and sell the work in book form in such format and design and under such imprints and trade names as DAW 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;

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

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 DAW may benefit its sale.

(b) Exclusive right to license or sell 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.

(e) Non-exclusive right to sell in the English language on the Open Market throughout the world, outside the British Commonwealth and its treaty areas (excepting Canada).

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

Rights
Granted

Change of
title &
writing
rights

Author's
Representations

3. The Author represents and warrants (a) that he is the sole creator of the Book and the sole owner of all rights in and to the Book, and that the rights granted hereunder to DAW are not subject to any prior contract or lien of any nature whatsoever which might interfere with the rights granted to DAW under this Agreement; and (b) that the Book contains no matter which is libelous or unlawful or infringes upon the privacy of any party or infringes any copyright or violates the right of any other person.

Indemnification

4. Author will hold DAW harmless against any suit, claim, demand, proceeding, recovery or penalty sustained by reason of any claim of violation of copyright, proprietary right or privacy or for any libelous or other matter contained in the Book which for any reason may be unlawful or in violation of the rights of others to print, publish or sell, and Author will defend all such suits, claims, demands or proceedings at Author's own cost and expense with counsel approved by DAW, and in the event of failure or refusal of Author so to defend, DAW may defend at Author's cost and expense. Author at his own expense will institute any proceeding DAW may reasonably demand in order to protect the rights of DAW herein, and on Author's failure so to do, DAW may institute any such action or proceeding in Author's name, Author to compensate DAW for any reasonable expenses incurred, including counsel fees.

Delivery of Completed Manuscript

~~5. DELIVERY OF COMPLETED MANUSCRIPT: Author agrees to deliver to DAW on or before the _____ day of _____, 19____, time being of the essence, a legible, typewritten copy, plus a carbon copy, of the completed Book consisting of approximately _____ 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 DAW may request, provided the requested changes do not misrepresent the expressed ideas and opinions of the Author, failing which DAW shall have the option of having such corrections and changes made and charging the cost thereof to the Author, or to terminate this Agreement and to recover from the Author the amount of any advance payments theretofore made.~~

Advance

6. DAW shall pay to the Author the sum of Ten Thousand Dollars (\$ 10,000) payable as follows: Five Thousand Dollars on signing of this Agreement; Five Thousand Dollars on publication; to be applied against the royalties specified below.

7. On the first 150,000 copies sold in the U.S. and its dependencies and in the Philippines, 6% ~~4%~~ of the retail cover price on additional copies over 150,000 sold in the U.S. 8% ~~6%~~ of the retail cover price on all copies sold in foreign countries 6% ~~4%~~ of the retail cover price (and proportionately for variations in retail price) except as hereafter provided with respect to copies sold as "premiums" or "remainders".

Royalties

(a) On net copies sold through special arrangements with book clubs, charitable, fraternal, professional, business or similar organizations, a royalty of one-half (1/2) of the prevailing royalty specified in paragraph 7 above. Copies sold pursuant to this paragraph 7 (a) shall not be counted in computing sales of the first 150,000 copies as provided in paragraph 7 above.

(b) If in the opinion of DAW, the Book shall have ceased to have a remunerative sale, or should DAW find itself with overstock or a stock of damaged copies of the Book, DAW shall be at liberty to dispose of all or part of the existing stock at the best price it can secure and will pay the Author a royalty of ten percent (10%) of the net amount received from the sale thereof in excess of the manufacturing cost thereof.

(c) No royalties shall be payable on copies destroyed, given away or sold at or below cost.

(d) Fifty percent (50%) of the amount received by DAW from the disposition of licenses granted to paragraph 1, subdivision (a), (ii to vi inclusive), (b), (c) and (d).

Royalties are payable on net sales only, and if royalties in excess of the advance guarantee have been paid on copies which may thereafter be returned, DAW

shall have the right to deduct said royalties so paid from earned royalties thereafter payable to the Author under this Agreement.

8. DAW shall render statements and make payments to the Author as follows:

Statements rendered and Payment Made:

On September 30: for the period from January 1 to June 30;
On March 31: for the period from July 1 to December 31.

9. DAW shall publish the Book on or about within eighteen months after July 1, 1978.

10. The license herein granted shall be effective for a period of five (5) years from DAW's publication date and shall thereafter be automatically extended until DAW receives from the Author by registered mail written notice of termination. After receipt of such notice DAW 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 DAW puts into process a printing of said Book during the license term prior to its receipt of any termination notice, the license term shall thereby be extended for a period of two years from the date of publication of such printing.

11. The Author hereby authorizes his agent, Larry Sternig, 742 Robertson St., Milwaukee, WI 53213,

to collect and receive all sums of money payable to the 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 the Author in all matters in any way arising out of this Agreement.

~~12. The Author agrees to offer to DAW 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.~~

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.

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.

15. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators or assigns of the Author, and upon the successors or assigns of DAW. For the purposes of this Agreement, reference to DAW shall include any assignee, subsidiary or successor of DAW by reason of merger, consolidation, sale or exchange of substantially all of the assets of DAW or other reorganization. No such merger, consolidation, sale or exchange of assets of DAW or other reorganization shall be deemed to be a breach of the provisions of this paragraph nor shall any assignment to a related corporate company.

IN WITNESS WHEREOF the parties hereto have executed and duly attested this Agreement as of the day and year first above written.

Witness:

Ernie B. Wohlbein

DAW BOOKS, INC.

By

Conrad Wohlbein

Witness:

Jane F. Deitcher

Author:

Andie Norton

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Amendments of November 27, 1989 to the contracts between DAW Books, Inc. and ANDRE NORTON for the following titles: SPELL OF THE WITCH WORLD, LORE OF THE WITCH WORLD, HORN CROWN, GARAN THE ETERNAL, MERLIN'S MIRROR, PERILOUS DREAMS, YURTH BURDEN, QUACKBEE, and THE BOOK OF ANDRE NORTON.

1. The Author grants DAW the rights in these contracts for full term of copyright, subject to paragraph 2 hereinbelow.

2. The Terms of Agreement clause 10, is replaced by the new Reversion of Rights clause 12, which reads as follows:

*Reversion
of Rights*

12. If, after a period of seven (7) years from publication, the Book is deemed out of print in all DAW editions, the Author may request by certified letter that the Book be put back into print or this Agreement be terminated. DAW then has sixty (60) days in which to notify the Author in writing of its intention to reprint or reissue said Book, and an additional nine (9) months in which to reprint the Book or commence work on a new edition. If DAW notifies the Author that it has no wish to continue publication of said Book, or fails to commence production of the Book within the allotted time after receipt on the part of the Author of written intention to reprint, unless prevented from doing so by circumstances beyond its control, then this Agreement shall terminate without liability on the part of the Publisher and all rights granted hereunder shall revert to the Author, except that any sublicensing arrangements granted pursuant to this Agreement will continue in full force and effect. It is understood that in the event that rights to the Book revert to the Author, DAW will have the right to sell copies in inventory printed prior to receipt of the Author's reversion request, should such a request be made.

2-b. Any contracts between DAW and the Author which provide for a royalty rate less favorable to the Author than 6% on the first 150,000 copies sold and 8% thereafter, are hereby altered so that the royalty rate shall be 6% on the first 150,000 copies sold and 8% thereafter. The new rate shall go into effect for the first full royalty period following the present one.