

Exhaustion
of Edition

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.

Text for
Reprint

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.

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

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Reprint of
Other
Titles
Law
Applicable

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. The Buyer 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/promotional matter that does not pertain to the Book or other books published by Ace.

SELLER'S PUBLICATION DATE:

1974

Seller

THE VIKING PRESS, INC.

Witness:

Marianne Moloney

By

Morton L. Levin

Morton L. Levin
Executive Vice President

ACE BOOKS

CHARTER COMMUNICATIONS, INC.

Witness:

[Signature]

By

[Signature]

Юрий Викторович
Христьянчук President

[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

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Guyana

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Turks and Windward Islands

Brunei

Burma

~~Canada~~

Ceylon

Cocos Island

Cyprus

Falkland Islands

Fiji

Gambia

Gibraltar

Ghana

Hong Kong

India

Iraq

Irish Republic

~~Israel~~

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Jordan

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Kuwait

Laos

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the Malayan Union

Sabah

Sarawak

Malta & Gozo

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Tonga

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Nauru Islands

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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

