

TOM DOHERTY ASSOCIATES, INC.
49 WEST 24 ST., NINTH FLOOR
NEW YORK, NEW YORK 10010

AGREEMENT made this 16TH day of SEPTEMBER 1985 between

Robert Adams and Andre Norton
c/o Cherry Weiner Literary Agency
28 Kipling Way
Manalapan, NJ 07726

hereinafter called the "AUTHOR", and TOM DOHERTY ASSOCIATES, INC.,
hereinafter called the "PUBLISHER."

THE PARTIES HERETO AGREE AS FOLLOWS:

GRANT OF RIGHTS

1. The Author hereby grants and assigns exclusively to the Publisher and its successors and representatives the following rights in and to an unpublished work of fiction tentatively entitled:

MAGIC IN ITHKAR III

the U.S., its territories and possessions, Canada, and the Philippine Islands, and non-exclusively in Australia, New Zealand, and the Union of South Africa, and the Open Market, (hereinafter called the "Work") during the full term of copyright and all renewals and extensions thereof in the English language in / the right to print, publish and/or license and sell the Work, in a hardcover and/or paperback edition or any part or abridgement thereof. And the rights of digest, condensation, anthology, quotation, book club, with exclusive authority to dispose of said rights.

COPYRIGHT

2. The Publisher is hereby authorized to copyright the Work in the United States in the name of

Robert Adams and Andre Norton

and agrees to imprint the notice required by the United States Copyright Law and the Universal Copyright Convention in each copy of the Work distributed hereunder. The Author agrees with respect to any rights reserved thereby to take all steps necessary to protect the copyright in the Work. Any agreement made by the Publisher or the Author to dispose of any rights to the Work shall require the licensee or grantee to take all steps necessary and appropriate to protect the copyright in the Work. Publisher shall be under no obligation to procure copyright in any country outside the United States, except that Publisher shall imprint, and all licenses and grants made by Publisher shall require Publisher's licensees and grantees to imprint, on each copy of the Work a copyright notice in conformity to the Universal Copyright Convention.

DELIVERY OF MANUSCRIPT

3. The Author agrees to deliver to the Publisher, in duplicate, a manuscript containing approximately 75,000 words on or before October 15 19 85 . Said manuscript shall be a complete and legible copy of the Work, properly prepared for the press and in form and content acceptable to the Publisher. In the event of the Author's failure or inability to make such delivery within sixty (60) days after said date, the Publisher may cancel this Agreement. In the event that the delivered manuscript is unac-

ceptable to the Publisher, the Publisher may cancel this Agreement within sixty (60) days of written notice to this effect.

Upon such cancellation, the Author will repay to the Publisher all sums of money advanced.

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

EDITING OF MANUSCRIPT

subject to Author's approval, which shall not be unreasonably withheld

4. The Publisher has the right, in its discretion, to make any editorial changes in the Work deemed necessary by it. The Publisher also has the right to request additional material or revision of the Work from the Author. The Publisher will make the final decision on title, cover art, format, and retail price of the Work. In the event the Author is more than one person the Publisher shall determine the order of authorship credits.

WARRANTY AND INDEMNITY

5. The Author represents, warrants and covenants that he or she is the sole proprietor of said Work and has full power to make this Agreement and grant; that it in no way infringes upon the copyright or proprietary right of others and that it is original and not in the public domain; and that it contains no libelous matter and does not invade the right of privacy of anyone. The Author agrees to indemnify and hold harmless the Publisher and Seller of the Work against loss or expense, including court costs and reasonable attorney's fees, incurred by it by reason of any finally sustained claim that said Work violates any rights whatsoever.

ADVANCE

6. The Publisher agrees to pay the Author as an advance against all earnings hereunder the sum of \$ 10,000 payable as follows:

\$5,000 on signature of this agreement;

\$5,000 on delivery and acceptance of manuscript.

SCHEDULE OF ROYALTIES

7. The Publisher shall pay to the Author the following royalties with respect to publication, copublication, and/or distribution of the Work arranged by the Publisher:

PAPERBACK EDITION

(a) The Publisher shall have the right to publish or copublish a paperback edition of the Work, in which event the royalty paid to the Author by the Publisher on sales in the United States, its territories and dependencies, shall be eight percent (8%) of the retail price on the first 100,000 copies and ten percent (10%) thereafter of the retail price on all copies sold, less a reasonable reserve for returns; being not more than three (3) royalty periods for each printing.

(b) A royalty of five percent (5%) of the net amount received by the Publisher for copies of the Work sold for export, or outside the United States, its territories and dependencies;

(c) A royalty of five percent (5%) of the net amount received by the Publisher for all copies of the Work sold at a special discount of sixty percent (60%) or more of the retail price except when these are sold at or below cost, in which case no royalty shall be paid;

(d) A royalty of five percent (5%) of the net amount received on copies of the Work sold directly to the consumer through the medium of mail-order coupon advertising, direct-by-mail circularization or solicitation by radio or television;

(e) A royalty of five percent (5%) of the net amount received for copies sold or licensed by the Publisher for use as premiums, gifts or similar special use in bulk quantities, and book clubs;

(f) On sales under subparagraphs (b)-(e), in determining the "amount received" by Publisher shipping or mailing and insurance costs or charges and excise, state, local and similar taxes shall be excluded.

(g) No royalty shall be paid on copies of the Work that are damaged or destroyed, or on copies furnished gratis to the Author, or for review, advertising, sample or like purposes;

(h) If the Publisher determines the Work has ceased to have a remunerative sale, the Publisher has the right to dispose of all existing stock of the Work and pay the Author a four percent (4%) royalty of the net amount received from such sale. However, no royalty shall be paid if such a sale is made at or beneath manufacturing cost. Authors shall have first opportunity to buy copies and plates before they are offered elsewhere.

HARDCOVER EDITION

(i) Except in the cases hereinafter provided, a royalty of ten percent (10%) of the retail cover price of the first 5,000 copies of the Work sold in hardcover trade edition, less reasonable reserve for returns, in the Continental United States; twelve-and-one-half percent (12½%) of the retail cover price on the next 5,000 copies sold; and fifteen percent (15%) of the retail cover price on all copies sold over 10,000 copies;

(j) Clauses (b)-(h) (see above) are also applicable to the sale of the hardcover edition.

Publisher is to notify Authors, with copies of contracts of all such sales, and SECONDARY EDITIONS remit money thirty (30) days after Publisher's receipt of same.

(k) If the Work is published in more than one format, the applicable royalty set forth in this agreement shall apply separately to each such publication and in determining increases in royalty rates based upon whether particular sales levels have been reached, only sales in such formats of such publication for which a royalty is payable shall be included.

SUBSIDIARY RIGHTS

8. The Publisher is granted the sole and exclusive right, in the territory granted in this Agreement, to dispose of the following rights in and with reference to the Work, with payment divided between the Author and the Publisher as follows: and Publisher shall notify Authors of such subsidiary sales and supply contracts and money shall be remitted no later than thirty (30) days after Publisher's receipt of same.

	PUBLISHER	AUTHOR
(a) Hardcover trade book publication	50%	50%
(b) Book club	50%	50%
(c) First serialization in a magazine or newspaper or any other publication	50%	50%
(d) Second serialization in a magazine, newspaper or other publication, and syndication	50%	50%
(e) Digest abridgement, condensation, excerpts, extracts for use in periodicals or anthologies	50%	50%
(f) Advertising, cartoon strip, novelty or similar commercial use of the Work based on the Work	50%	50%
(g) Mechanical rendition and/or recording	50%	50%
(h) Translation and foreign language publication in book or other form	50%	50%
(i) Publication in book or other form in the English language outside the United States	50%	50%
(j) Film, performance and television	50%	50%
(k) Any other rights are reserved to Authors.	0%	100%

The Publisher is granted the exclusive right to license editions of the Work without fee or royalty for publication in Braille, or photocopying, recording and microfilming of the Work for editions directed at the physically handicapped.

REPORTS AND PAYMENTS

9. (a) The Publisher shall render semi-annual statements April 30 and October 31 in each year after publication of the Work in accordance with Publisher's regular accounting practices, showing the amounts due Author hereunder for the periods July 1-Dec. 31 and Jan. 1-June 30, respectively. Payment of the amount due on the statement, after allowance of a reasonable reserve for returns and deduction of amounts payable to the Author as advances hereunder, shall be made April 30 and October 31, but the first statement will not be issued to cover a period of less than six (6) months from the date of the work's first publication.

being not more than three (3) royalty periods for each printing.

MINIMUM PAYMENT

(b) If total royalties due and payable are less than fifty dollars (\$50), the Publisher may defer the rendering of the statements and payment until such regular payment date as at least the said sum shall be due and payable to the Author. Upon written request statements will be rendered.

EXAMINATION OF PUBLISHER'S BOOKS AND RECORDS

(c) The Author or his or her duly authorized representative shall have the right, upon reasonable notice during usual business hours but not more than once each year, to examine the books and records of the Publisher at the place where the same are regularly maintained insofar as they relate to the Work. Such examination shall be at the cost of the Author unless errors aggregating more than 10% of the total sum accrued (including advances) to the Author are found to the Author's disadvantage, in which case the reasonable cost of such examination shall be borne by the Publisher. No such examination shall be made by the Author's representatives upon a contingent fee basis. Statements rendered hereunder 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 one (1) year after the date the statement was rendered.

whichever is greater \$1000 or

FREE COPIES

10. The Publisher will furnish fifty (50) copies of the published Work to the Author without charge. Should the Author desire additional copies for his or her own use, they shall be supplied at a fifty percent (50%) discount from the retail price.

REVERSION OF RIGHTS

11. If, after five years from the date of signing of this agreement the Work is out of print, and the Publisher, on receipt of a certified letter from the Author requesting that the work be reprinted, either refuses to reprint the Work or within six (6) months of said receipt has failed to do so, or commence work on a new edition, then the license herein granted shall automatically terminate, and all rights herein granted shall revert to the Author, except that any sublicensing arrangements granted pursuant to this agreement will continue in full force and effect. In the event that this agreement is terminated prior to its full term, the Publisher will, on request, supply the Author with a list of all such arrangements. It is understood that in the event that rights to the Work revert to the Author, the Publisher, or its successors and assigns, will have the right to sell copies in inventory printed prior to receipt of the Author's reversion request, should such request be made.

MANDATED PUBLICATION

12. The Publisher agrees to publish and commence distribution of the Work, or arrange that the same be done by another publisher, within twenty-four (24) months of acceptance of the manuscript. In the event the Publisher shall fail to publish and distribute the Work by said date or arrange that the same be done by another publisher, then upon receipt of a Certified Letter from the Author demanding that the Publisher do so, if the Publisher either refuse to publish or arrange publication of the Work, or within six (6) months have

failed to do so, then this agreement shall terminate forthwith, and all rights hereunder shall revert to the Author, and the Author shall retain any payments made under this agreement. If the Publisher is prevented from publishing and/or distributing the Work or arranging that the same be done by another publisher by events or agencies beyond his control, this mandated date will be extended by the period during which the aforesaid events or agencies prevent publication and/or distribution.

DELAY OF PERFORMANCE

13. The Publisher's failure or inability to comply with any and all terms of this Agreement due to conditions beyond its control, such as natural disasters and government actions, shall not be deemed a breach of this Agreement.

BANKRUPTCY

14. If a petition of bankruptcy shall be filed by the Publisher, or if the Publisher shall be judged bankrupt by a court, or if the Publisher shall take the benefit of any bankruptcy or insolvency act, including Chapter XI, this agreement shall terminate automatically without notice, and such termination shall be effective as of the date of the filing of such petition, adjudication, or declaration, and all rights granted hereunder shall thereupon revert to the Author.

OPTION

15. The publisher shall be offered the Author's next work set in / ^{ITHKAR} least forty-five (45) days before another publisher. ~~Should the Publisher offer to publish that book and should the Author thereupon refuse the terms offered by the Publisher, then the author may not accept the same or lesser terms from another publisher without the consent of the Publisher, and furthermore the Publisher should have a 10% topping privilege in any ensuing auction.~~

AGENCY

16. The Author has appointed Cherry Weiner Literary Agency
28 Kipling Way
Manalapan, NJ 07726

as his or her agent in all matters pertaining to or arising from this Agreement, and all payments to be made by Tom Doherty Associates, Inc. to the Author hereunder, including said advance royalty payment on the signing hereof, shall be made to and in the name of said agent, whose receipt therefore shall constitute a full and lawful receipt by the Author.

APPLICABLE LAW AND MODIFICATION

17. This Agreement shall be construed and interpreted according to the laws of the State of New York, and shall be binding upon the Publisher's personal representatives, successors and assignees. The Publisher shall have the right to assign any net sums due hereunder, but not its obligations. This Agreement constitutes the complete understanding of the parties. No modification or waiver of any provisions hereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF the parties have duly executed this Agreement on the day and year first above written.

Ande Norta
AUTHOR

Janet P. Dore
PUBLISHER

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
SOCIAL SECURITY #

WITNESS

WITNESS