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MEMORANDUM OF AGREEMENT, entered into on.....1979.....between Fawcett Books, a unit of CBS Consumer Publishing, a division of CBS, Inc. of New York, N. Y. (hereinafter referred to as the Publisher), and.....Andre Norton c/o Larry Sternig Literary, whose address is.....Agency - 742 Robertson Street, Milwaukee, Wisconsin 53213..... (hereinafter referred to as the Author).

SNOW SHADOW

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1. The Publisher agrees to pay to the Author the sum of Ten Thousand Dollars (\$10,000), payable \$5,000 in January 1978 and \$5,000 on the date of publication of the Publisher's edition of the book, as an advance against future royalties on a book-length manuscript of approximately 70,000 words which is now known under the title LURKER IN THE SHADOWS.

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2. In consideration of the above payment and mutual promises herein contained, the Author agrees that the Publisher will become the sole owner of all the English-language book rights to the above identified manuscript. These rights are understood to include those necessary to publish or license publications of the manuscript and copyright it\* as a book in the English language, and to offer for sale and sell said book as published from said manuscript throughout the world. The Publisher may publish or permit others to publish such selections from the book as it believes may benefit the sale of the book. \*in the name of the author

3. The Publisher shall, within two years after approval and acceptance of the manuscript, cause the book to be printed and sold in a manner deemed by the Publisher to be best suited to the sale of the book. The Author grants to the Publisher the right to edit, revise or change the title. However, in no event shall the Publisher be required to publish a manuscript that, in the opinion of the Publisher, contains matter that may be libelous, obscene, unlawful or unprofitable. The Publisher shall not be responsible for delays caused by wars, civil riots, strikes, fires, governmental restrictions or other conditions beyond its control.

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4. Royalties on copies sold in the United States and Canada shall be computed at the rate of ten per cent (10%) of the retail price per net copy sold; and on copies sold outside the continental United States and Canada, six and two thirds per cent (6 2/3%). The Publisher shall render statements and make payments to the Author as follows: March 31 for the period July 1 - December 31 and September 30 for the period January 1 - June 30.

The royalty payable on copies produced for and sold to commercial firms for use or resale by them in connection with the sale of their own products, shall be five per cent (5%) of the net amount received by the Publisher. In the event the Publisher produces copies of the book for a Book Club, the Author agrees to accept royalty amounting to four per cent (4%) of the retail price on all copies used by said Club\*. On copies printed outside the U.S. for distribution outside the U.S., royalties shall be computed under the terms of Paragraph 4 and on the basis of the equivalent in American currency of the foreign retail price. In all cases, advance payments made to the Author will be deducted before royalty payments are made.

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5. The Publisher may, if, in its opinion, the publication and the sale of the book are no longer a profitable venture, discontinue publishing and selling same. If the book is no longer on sale seven (7) years from the date of first publication, the Author may thereupon give written notice to the Publisher that he desires to terminate this agreement unless the Publisher brings out a new printing of the book; and if within six months of the Publisher's receipt of such notice the Publisher has not signified its intentions of publishing a new printing of the book, then this agreement shall terminate without further notice, and all rights hereby granted by the Author shall revert to the Author; except in the event of such reversion of the Publisher's rights in the book, the Author agrees not to authorize or permit a paper-bound book reprint thereof without first obtaining the written consent of the Publisher.

\*\* (See paragraph 4 above)...In the event the Publisher licenses the right to produce copies to a Book Club, the Author agrees to accept royalty amounting to fifty per cent (50%) of the net amount received by the Publisher.

6. The Author retains all rights to the manuscript except those rights specified in Paragraph 2 above. The Author agrees not to sell or dispose of any of these rights without written permission of the Publisher until thirty (30) days after publication of the book. The Author agrees that if publication of the book, in this agreement referred to, is accomplished in a foreign country by the Author or his agent, the Author, by this agreement, has and hereby does irrevocably consent to the importation of the Publisher's edition of the book into the country of subsequent publication. The Author further agrees that he will not enter into any contracts for publication abroad, or do any other thing that will interfere with the importation of the Publisher's books into the country where republication is planned or has been accomplished. The Author agrees to take whatever steps are necessary to protect the original copyright on any subsequent printing, publication, or use.

7. Should it be deemed advisable by the Publisher to endeavor to place the book with another publisher for publication in hard covers in the English language, and should such agreement with a hardcover publisher be accomplished, any advance paid by said hardcover publisher to the Publisher will apply against advances paid by the Publisher to the Author for the paperback edition. At such time as monies received by the Publisher from a hardcover publisher equal the total of the advances paid to the Author by the Publisher, 75% of subsequent monies received by the Publisher from the hardcover publisher shall be payable to the Author, and the remaining 25% shall be retained by the Publisher.

8. Should the Author fail to deliver a complete and satisfactory manuscript to the Publisher on or before the date specified for delivery, or in any other way breach the terms of this contract, the Author agrees to repay to the Publisher all monies advanced to him by reason of this contract and such other damages as the Publisher may have sustained because of such breach, within thirty (30) days of the time that such breach is called to his attention; and the Author hereby authorizes the Publisher to deduct and retain any monies or damages to which the Publisher may be entitled under this paragraph, and to deduct and retain advances made under this or any other contract which are in excess of royalty payments due under this or any other contract with the Publisher.

9. The Author guarantees that the book in question is in no way a violation of any existing copyright, is not libelous or otherwise has caused or will cause injury or is in violation of any law, and does not contain the name of any living person known to him. The Author agrees to protect and defend the said book from such adverse claims and he further agrees to indemnify and save harmless the Publisher from all damages, costs and expenses arising to the Publisher by reason of any breach of the Author's guarantees. The Author agrees, in further consideration of this agreement, to submit his next succeeding projected book to the Publisher, at terms ~~substantially~~ ~~identical with this contract~~ to be mutually agreed upon.

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10. It is agreed that the Publisher shall have the exclusive right to sell any and all foreign language rights to the book during the period of this contract, and if such sale is consummated, the Publisher agrees to pay to the Author seventy-five per cent (75%) of the net monies received by the Publisher.

11. The Author asserts that his literary agent is..... Larry Sternig Literary Agency whose office is at ..742 Robertson Street Milwaukee Wisconsin, and directs the Publisher to pay all monies due the Author to said literary agent. Should the Author at any time decide to assign his rights to royalties under this contract, or to be paid in any other manner, he hereby agrees to furnish the Publisher a copy of such assignment in writing, and specify in writing to whom and where future royalty payments may be made, and such assignment shall not be binding on the Publisher unless the Author shall receive from the Publisher written acknowledgment of receipt of a copy of such assignment.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement the day and the year first written above.

FAWCETT BOOKS, a unit of CBS Consumer Publishing, a division of CBS, Inc.

In the presence of  
*Eileen Simanelli*  
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By.....  
The Editor

In the presence of  
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By.....  
The Author