

GRANT OF RIGHTS

AGREEMENT made this 4th day of February 19 94 between Harold Weisberg, 7627 Old Receiver Road, Frederick, Maryland 21702

hereinafter called the "AUTHOR", and RICHARD GALLEN AND COMPANY, INC., hereinafter called the "PUBLISHER."

THE PARTIES HERETO AGREE AS FOLLOWS:

GRANT OF RIGHTS

1. The Author hereby grants and assigns solely and exclusively to the Publisher and its successors and representatives the right to publish and sell, or to cause to be published and sold, a work tentatively entitled:

Never Again

(hereinafter called the "WORK") during the full term of copyright and all renewals and extensions thereof throughout the world.

COPYRIGHT

2. The Publisher, upon first publication of the Work, agrees duly to copyright it in the name of the Author and to imprint the appropriate copyright notice required by the law of each relevant jurisdiction in each copy of the Work. The Author agrees to renew and extend such copyright as required by law.

DELIVERY OF MANUSCRIPT

~~3. The Author agrees to deliver to the Publisher, in duplicate, a manuscript containing approximately xxxxxxxxxxxxxxx words on or before xxxxxxxxxxxx 19xxxx. 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 unacceptable 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**

4. The Publisher has the right, at 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, and retail price of the Work.

**WARRANTY AND
INDEMNITY**

5. The Author represents, warrants and covenants that he 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 \$ 1,000 payable ~~as follows~~ on the signing of the agreement.

**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 Continental United States shall be ~~eight percent (8%)~~ ^{eight percent (8%)} of the retail cover price on the first 150,000 copies and ~~eight percent (8%)~~ ^{eight percent (8%)} thereafter of the retail price on all copies sold, less a reasonable reserve for returns;
- b) A royalty of five percent (5%) of the net amount received by the Publisher for copies of the Work sold for export, including Canada, whether bound or in sheets;
- 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 four percent (4%) 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 four percent (4%) 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) 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;
- g) 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 a sale.

HARDCOVER EDITION

h) 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;

i) Clauses (b) — (g) (see above) are also applicable to the sale of the hardcover edition.

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:

	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	20% 50%	80% 50%
i) Publication in book or other form in the English language outside the United States	50% 0%	50% 100%
j) Film, performance and television	50%	50%
k) Any other rights	50%	50%

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. The Publisher and/or copublisher shall render semi-annual statements of account and any payments due. These statements will be mailed upon receipt of same. A reasonable reserve against anticipated future returns may be withheld from royalties due.

FREE COPIES

10. The Publisher will furnish twenty (20) 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 forty percent (40%) discount from the retail price.

**REVERSION OF
RIGHTS**

11. The Author has the right to petition the Publisher to terminate this Agreement within six months of written notice, if the Work is no longer in print within seven (7) years from the date of this contract and Publisher has no plans to reprint such Work. The Work is not out of print so long as stock remains in the field or in the Publisher's warehouse.

**DELAY OF
PERFORMANCE**

12. 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 governmental actions, shall not be deemed a breach of this Agreement.

OPTION

~~13. The Author grants the Publisher the option to publish his or her next work on terms to be mutually agreed upon.~~

AGENCY

~~14. The Author has appointed~~ ~~as his or her~~
~~agent in all matters pertaining to or arising from this Agreement, and all payments to~~
~~be made by Richard Galien & Company, 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**

15. 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.

Harold Weisberg
AUTHOR Harold Weisberg

Rechel Kelle
PUBLISHER

5744-36-7290
SOCIAL SECURITY #

Masha Cohen
WITNESS

WITNESS

How'd
all the Best,
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