

6. If Dell fails to publish the Book by November 1st, 1966 or as soon thereafter as reasonably possible, but in no event later than January 1, 1967, this agreement shall terminate; and the rights of Dell hereunder shall revert to the Seller and the parties agree no other damages, actions, or proceedings, legal or equitable, will be claimed, instituted, or brought against the Seller or Dell ~~this agreement or any of the Seller's warranties and representa-~~ **tions hereunder. The foregoing warranties and indemnities shall survive the termination of this agreement.**

8. The Seller hereby grants Dell the right of first and last refusal on "WHITWASH II".

11. Dell agrees that its initial printing of the Book shall be approximately 250,000 to 300,000 copies.

12. Dell agrees in good faith to use its best efforts in the manufacture, distribution and sale of the Book, and to treat the Book no less favorably than it treats its other publications.

13. The Seller has appointed John S. Friedman of 169 East 79th Street, New York, New York, as his agent in all matters pertaining to or arising from this agreement. The Seller hereby irrevocably authorizes and directs Dell to deduct from and remit to the said agent 10% of all sums due to the Seller hereunder. The said agent shall, however, have no authority to modify, amend, extend, supplement or terminate this agreement without the written permission of Seller.

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