

WYLIE, AITKEN & STONE

INCORPORATED

250 WEST 57TH STREET, SUITE 2114, NEW YORK, NEW YORK 10107

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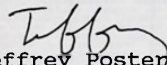
July 5, 1995

Mr. Norman Mailer
327 Commercial Street
Provincetown, MA 02657

Dear Norman:

I enclose copies of contracts for publication of OSWALD'S TALE and THE NAKED AND THE DEAD in Spain by Emece, as well as a contract for publication of THE NAKED AND THE DEAD in Denmark by Gyldendal. Please could you sign where marked, and return all copies to me.

Yours sincerely,


Jeffrey Posternak

Andrew Wylie (President) Gillon Aitken Brian Stone Deborah Karl Sarah Chalfant Bridget Love Jeffrey Posternak Victoria Foran

London: AITKEN, STONE & WYLIE, LTD., 29 Fernshaw Road, London SW10 0TG Tel: 071 351 7561 Fax: 071 376 3594 INTERNET: 100303.1765@compuserve.com

MEMORANDUM OF AGREEMENT made this 27th day of March 1995

BETWEEN NORMAN MAILER c/o Aitken, Stone & Wylie Limited of
29 Fernshaw Road, London SW10 0TG

(hereinafter called "the Author") of the one part

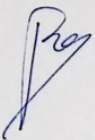
AND EMECE EDITORES of
Aislna 2048, 1090 Buenos Aires, Argentina

(hereinafter called "the Publishers") of the other part

WHEREBY it is mutually agreed as follows regarding the work entitled:

THE NAKED AND THE DEAD by Norman Mailer

(hereinafter called "the Work")

 1. The Author hereby grants to the Publishers the exclusive rights to print, publish and sell the said Work in trade volume form in the Spanish language throughout Latin America only.

2. The Publishers shall pay to the Author the following royalties calculated on the published price of each and every copy of the Work sold:

Hardcover:

8% (eight per cent)	1 - 10,000
10% (ten per cent)	10,001 - 20,000
12% (twelve per cent)	thereafter

Paperback:

5% (five per cent)	1 - 20,000
7% (seven per cent)	thereafter

The Publishers shall pay to the Author a non-returnable advance of:

\$5,000 (five thousand US dollars) payable on signature of this agreement

on account of all monies due under the terms of this Agreement unless specified otherwise elsewhere.

3. The Publishers shall make up accounts of the sales and stock remaining of the Work to 31 December in each year and shall deliver such accounts and pay monies due to the Author within three months thereafter.

4. If any payments due under the terms of the Agreement are more than 4 (four) weeks overdue the Author reserves the right to charge the Publisher interest on the outstanding amount as from this 4 (four) week date at the prevailing bank rate.

5. The Publishers undertake to publish the first edition of the said Work within 18 (eighteen) months of the date of this Agreement. Should they fail to do so this Agreement shall terminate automatically and all rights granted herein shall revert to the Author forthwith without prejudice to any monies already paid or then due.

6. The translation shall be made faithfully and accurately and no abbreviations and alterations shall be made without the written consent of the Author or his representative. The Author shall have the right to approve the Publisher's translation of the Work, such approval not to be unreasonably withheld and to be given in writing within 4 (four) weeks of the date of receipt of the translation by the Author. No change of title will be made without the consent of the Author.

7. The Publishers undertake to print the copyright notice required by law and the Universal Copyright Convention upon every copy of the Work as follows:

Copyright: (c) 1948, renewed 1976 by Norman Mailer

in addition to any copyright line that may be required to establish copyright in the actual translation.

8. The Publishers shall print the English title on the back of the title-page and the name of the Author shall appear in its customary form on the title-page and on the jacket/cover and/or binding of every copy and in all advertisements and other announcements of the said Work issued by the Publishers or their agents.

9. On publication the Publishers shall send six free copies of their edition to the Author together with a note of the number of copies printed, the published price and the date of publication. The Publishers shall inform the author within one month of publication of any reprint or new edition of the Work published together with a note of the number of copies printed and the published price.

10. The rights herein granted are assigned to the above-mentioned Publishers solely and shall not be transferred without the written consent of the Author or his representative.

11. All other rights in the said Work whether now existing or which may hereafter come into existence which are not specifically granted to the Publishers in this Agreement are reserved by the Author. The Publishers who have no interest in or control of film rights agree that a film company shall have the right to print and publish in the Spanish language synopses (including quotations) of not more than 10,000 (ten thousand) words in length for use in connection with the exploitation of motion pictures based on the said Work.

12. The Author shall have the right himself or by any accountant appointed by him from time to time on reasonable notice to the publishers to inspect all books, vouchers and documents in the possession of the Publishers relating to the said Work.

13. On remainder copies sold by the Publishers at or below cost no royalty shall be payable to the Author but no such remainder copies shall be sold within a period of three years from the date of publication of the said Work and the Publishers shall inform the Author or his representative of their intention to remainder and the Author shall have the right to purchase copies at the remainder price. On remaindering the rights granted herein shall without further notice revert to the Author without prejudice to the Author's claim for damages or to any monies paid or then due. On copies sold above cost the Publishers shall pay to the Author 10% (ten per cent) of the net receipts.

14. This Agreement shall not be valid until the Author is in possession of a counter signed copy of this agreement together with the advance payment specified in Clause 2 above. This Agreement shall automatically terminate without prejudice to any further claim which the Author may have for more monies due or damages and/or otherwise:

- a) if the Publishers are declared bankrupt or take advantage of any insolvency law;
- b) if the Publishers fail to render accounts of sales as agreed in Clause 3 above;
- c) if at any time after the date of the first publication of the Work the Publishers allow the Work to go out of print for a period of 6 (six) months or off the market to the extent of having less than 100 (one hundred) copies in stock;
- d) if after 3 (three) years from the first publication by the Publishers fewer than 100 (one hundred) copies net of the Work are sold at not less than the original published price in any year;
- e) if the publishers violate any terms of this Agreement.

15. All statements of sales and all monies due under this Agreement shall be paid to the Author's representative: Aitken, Stone & Wylie Limited of 29 Fernshaw Road, London SW10 0TG whose receipt shall be a good and valid discharge of monies received and the representative is hereby empowered by the Author to conduct negotiations with the Publishers in respect of all matters arising in any way out of this Agreement.

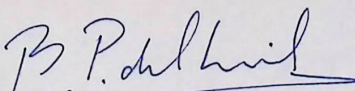
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17. If this Agreement is not returned to the Author within 6 (six) weeks of the date of being sent by the Author the Agreement shall become null and void.

18. This Agreement shall be construed in all respects in accordance with the laws of England and the English courts shall have exclusive jurisdiction in regard to all or any matters or disputes arising hereunder.

19. This Agreement shall be valid for a period of 8 (eight) years from the date of this agreement and all rights herein granted shall revert to the Author without further notice on 27 March 2003 on unless rights have already reverted because of an earlier clause in this Agreement.

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For and on behalf of the Author



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~~For~~ and on behalf of the Publisher

BONIFACIO P. DEL CARRIL
EMECÉ EDITORES S.A.

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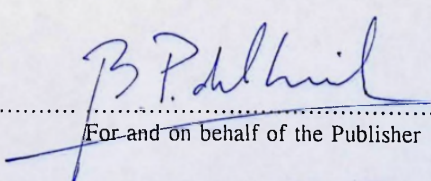
The Publishers shall handle the sale of the following subsidiary rights in the work in the Spanish language and the gross proceeds from the sale of such rights to licensee firms in which the Publishers have no financial interest shall be shared between the Author and the Publishers as follows:

First serial	60	Author	40	Publishers
Second serial	60	Author	40	Publishers
Bookclub	60	Author	40	Publishers

The Publishers shall not dispose of the rights herein granted without the written consent of the Author or his Agent. The Publishers shall send to the Author copies of all sublicense agreements. All monies due under the terms of this Appendix shall be paid to the Author within 30 (thirty) days of receipt by the Publishers provided that the advance payment specified in clause 2 of this Agreement has been earned.

Should the Publishers wish to sublicense any of the above rights to a third party in which the Publishers do have a financial interest then the percentages payable to the Author shall be agreed separately.

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For and on behalf of the Publisher

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7. The Publishers undertake to print the copyright notice required by law and the Universal Copyright Convention upon every copy of the Work as follows:

Copyright: (c) 1948, renewed 1976 by Norman Mailer

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8. The Publishers shall print the English title on the back of the title-page and the name of the Author shall appear in its customary form on the title-page and on the jacket/cover and/or binding of every copy and in all advertisements and other announcements of the said Work issued by the Publishers or their agents.

9. On publication the Publishers shall send six free copies of their edition to the Author together with a note of the number of copies printed, the published price and the date of publication. The Publishers shall inform the author within one month of publication of any reprint or new edition of the Work published together with a note of the number of copies printed and the published price.

10. The rights herein granted are assigned to the above-mentioned Publishers solely and shall not be transferred without the written consent of the Author or his representative.

11. All other rights in the said Work whether now existing or which may hereafter come into existence which are not specifically granted to the Publishers in this Agreement are reserved by the Author. The Publishers who have no interest in or control of film rights agree that a film company shall have the right to print and publish in the Spanish language synopses (including quotations) of not more than 10,000 (ten thousand) words in length for use in connection with the exploitation of motion pictures based on the said Work.

12. The Author shall have the right himself or by any accountant appointed by him from time to time on reasonable notice to the publishers to inspect all books, vouchers and documents in the possession of the Publishers relating to the said Work.

13. On remainder copies sold by the Publishers at or below cost no royalty shall be payable to the Author but no such remainder copies shall be sold within a period of three years from the date of publication of the said Work and the Publishers shall inform the Author or his representative of their intention to remainder and the Author shall have the right to purchase copies at the remainder price. On remaindering the rights granted herein shall without further notice revert to the Author without prejudice to the Author's claim for damages or to any monies paid or then due. On copies sold above cost the Publishers shall pay to the Author 10% (ten per cent) of the net receipts.

14. This Agreement shall not be valid until the Author is in possession of a counter signed copy of this agreement together with the advance payment specified in Clause 2 above. This Agreement shall automatically terminate without prejudice to any further claim which the Author may have for more monies due or damages and/or otherwise:

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- b) if the Publishers fail to render accounts of sales as agreed in Clause 3 above;
- c) if at any time after the date of the first publication of the Work the Publishers allow the Work to go out of print for a period of 6 (six) months or off the market to the extent of having less than 100 (one hundred) copies in stock;
- d) if after 3 (three) years from the first publication by the Publishers fewer than 100 (one hundred) copies net of the Work are sold at not less than the original published price in any year;
- e) if the publishers violate any terms of this Agreement.

15. All statements of sales and all monies due under this Agreement shall be paid to the Author's representative: Aitken, Stone & Wylie Limited of 29 Fernshaw Road, London SW10 0TG whose receipt shall be a good and valid discharge of monies received and the representative is hereby empowered by the Author to conduct negotiations with the Publishers in respect of all matters arising in any way out of this Agreement.

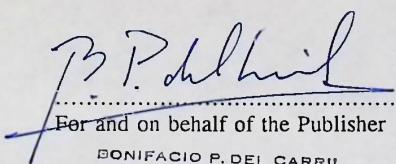
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17. If this Agreement is not returned to the Author within 6 (six) weeks of the date of being sent by the Author the Agreement shall become null and void.

18. This Agreement shall be construed in all respects in accordance with the laws of England and the English courts shall have exclusive jurisdiction in regard to all or any matters or disputes arising hereunder.

19. This Agreement shall be valid for a period of 8 (eight) years from the date of this agreement and all rights herein granted shall revert to the Author without further notice on 27 March 2003 on unless rights have already reverted because of an earlier clause in this Agreement.

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For and on behalf of the Publisher

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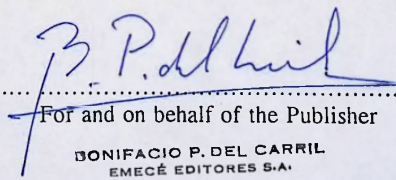
The Publishers shall handle the sale of the following subsidiary rights in the work in the Spanish language and the gross proceeds from the sale of such rights to licensee firms in which the Publishers have no financial interest shall be shared between the Author and the Publishers as follows:

First serial	60	Author	40	Publishers
Second serial	60	Author	40	Publishers
Bookclub	60	Author	40	Publishers

The Publishers shall not dispose of the rights herein granted without the written consent of the Author or his Agent. The Publishers shall send to the Author copies of all sublicense agreements. All monies due under the terms of this Appendix shall be paid to the Author within 30 (thirty) days of receipt by the Publishers provided that the advance payment specified in clause 2 of this Agreement has been earned.

Should the Publishers wish to sublicense any of the above rights to a third party in which the Publishers do have a financial interest then the percentages payable to the Author shall be agreed separately.

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4. If any payments due under the terms of the Agreement are more than 4 (four) weeks overdue the Author reserves the right to charge the Publisher interest on the outstanding amount as from this 4 (four) week date at the prevailing bank rate.

5. The Publishers undertake to publish the first edition of the said Work within 18 (eighteen) months of the date of this Agreement. Should they fail to do so this Agreement shall terminate automatically and all rights granted herein shall revert to the Author forthwith without prejudice to any monies already paid or then due.

6. The translation shall be made faithfully and accurately and no abbreviations and alterations shall be made without the written consent of the Author or his representative. The Author shall have the right to approve the Publisher's translation of the Work, such approval not to be unreasonably withheld and to be given in writing within 4 (four) weeks of the date of receipt of the translation by the Author. No change of title will be made without the consent of the Author.

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10. The rights herein granted are assigned to the above-mentioned Publishers solely and shall not be transferred without the written consent of the Author or his representative.

11. All other rights in the said Work whether now existing or which may hereafter come into existence which are not specifically granted to the Publishers in this Agreement are reserved by the Author. The Publishers who have no interest in or control of film rights agree that a film company shall have the right to print and publish in the Spanish language synopses (including quotations) of not more than 10,000 (ten thousand) words in length for use in connection with the exploitation of motion pictures based on the said Work.

12. The Author shall have the right himself or by any accountant appointed by him from time to time on reasonable notice to the publishers to inspect all books, vouchers and documents in the possession of the Publishers relating to the said Work.

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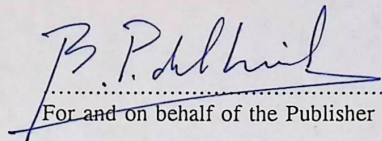
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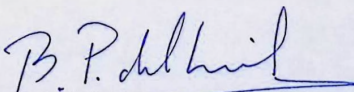
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The Publishers shall pay to the Author a non-returnable advance of:

\$20,000 (twenty thousand US dollars) payable half (\$10,000) on signature of this agreement and the balance (\$10,000) on publication or by 27th September 1996 whichever is the sooner

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3. The Publishers shall make up accounts of the sales and stock remaining of the Work to 31 December in each year and shall deliver such accounts and pay monies due to the Author within three months thereafter.

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9. On publication the Publishers shall send six free copies of their edition to the Author together with a note of the number of copies printed, the published price and the date of publication. The Publishers shall inform the author within one month of publication of any reprint or new edition of the Work published together with a note of the number of copies printed and the published price.

10. The rights herein granted are assigned to the above-mentioned Publishers solely and shall not be transferred without the written consent of the Author or his representative.

11. All other rights in the said Work whether now existing or which may hereafter come into existence which are not specifically granted to the Publishers in this Agreement are reserved by the Author. The Publishers who have no interest in or control of film rights agree that a film company shall have the right to print and publish in the Spanish language synopses (including quotations) of not more than 10,000 (ten thousand) words in length for use in connection with the exploitation of motion pictures based on the said Work.

12. The Author shall have the right himself or by any accountant appointed by him from time to time on reasonable notice to the publishers to inspect all books, vouchers and documents in the possession of the Publishers relating to the said Work.

13. On remainder copies sold by the Publishers at or below cost no royalty shall be payable to the Author but no such remainder copies shall be sold within a period of three years from the date of publication of the said Work and the Publishers shall inform the Author or his representative of their intention to remainder and the Author shall have the right to purchase copies at the remainder price. On remaindering the rights granted herein shall without further notice revert to the Author without prejudice to the Author's claim for damages or to any monies paid or then due. On copies sold above cost the Publishers shall pay to the Author 10% (ten per cent) of the net receipts.

14. This Agreement shall not be valid until the Author is in possession of a counter signed copy of this agreement together with the advance payment specified in Clause 2 above. This Agreement shall automatically terminate without prejudice to any further claim which the Author may have for more monies due or damages and/or otherwise:

- a) if the Publishers are declared bankrupt or take advantage of any insolvency law;
- b) if the Publishers fail to render accounts of sales as agreed in Clause 3 above;
- c) if at any time after the date of the first publication of the Work the Publishers allow the Work to go out of print for a period of 6 (six) months or off the market to the extent of having less than 100 (one hundred) copies in stock;
- d) if after 3 (three) years from the first publication by the Publishers fewer than 100 (one hundred) copies net of the Work are sold at not less than the original published price in any year;
- e) if the publishers violate any terms of this Agreement.

15. All statements of sales and all monies due under this Agreement shall be paid to the Author's representative: Aitken, Stone & Wylie Limited of 29 Fernshaw Road, London SW10 0TG whose receipt shall be a good and valid discharge of monies received and the representative is hereby empowered by the Author to conduct negotiations with the Publishers in respect of all matters arising in any way out of this Agreement.

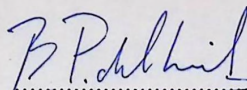
16. If this Agreement is not signed by both parties within 60 (sixty) days of the date of the Agreement and/or if any payment due on signature has not been received by the Author within 3 (three) weeks thereafter then this Agreement can be cancelled with immediate effect at such point by the Author.

17. If this Agreement is not returned to the Author within 6 (six) weeks of the date of being sent by the Author the Agreement shall become null and void.

18. This Agreement shall be construed in all respects in accordance with the laws of England and the English courts shall have exclusive jurisdiction in regard to all or any matters or disputes arising hereunder.

19. This Agreement shall be valid for a period of 8 (eight) years from the date of this agreement and all rights herein granted shall revert to the Author without further notice on 27 March 2003 on unless rights have already reverted because of an earlier clause in this Agreement.

.....
For and on behalf of the Author


.....
For and on behalf of the Publisher

BONIFACIO P. DEL CARRIL
EMECÉ EDITORES SA

APPENDIX TO THE AGREEMENT dated 27th day of March 1995

BETWEEN NORMAN MAILER c/o Aitken, Stone & Wylie Limited of
29 Fernshaw Road, London SW10 0TG

(hereinafter called "the Author") of the one part

AND EMECE EDITORES of
Aislna 2048, 1090 Buenos Aires, Argentina

(hereinafter called "the Publishers") of the other part

WHEREBY it is mutually agreed as follows regarding the work entitled:

OSWALD'S TALE by Norman Mailer

(hereinafter called "the Work")

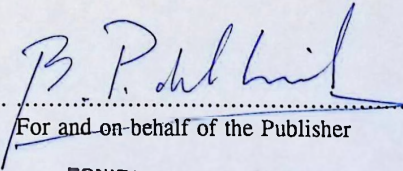
The Publishers shall handle the sale of the following subsidiary rights in the work in the Spanish language and the gross proceeds from the sale of such rights to licensee firms in which the Publishers have no financial interest shall be shared between the Author and the Publishers as follows:

First serial	60	Author	40	Publishers
Second serial	60	Author	40	Publishers
Bookclub	60	Author	40	Publishers

The Publishers shall not dispose of the rights herein granted without the written consent of the Author or his Agent. The Publishers shall send to the Author copies of all sublicense agreements. All monies due under the terms of this Appendix shall be paid to the Author within 30 (thirty) days of receipt by the Publishers provided that the advance payment specified in clause 2 of this Agreement has been earned.

Should the Publishers wish to sublicense any of the above rights to a third party in which the Publishers do have a financial interest then the percentages payable to the Author shall be agreed separately.

.....
For and on behalf of the Author


.....
For and on behalf of the Publisher

BONIFACIO P. DEL CARRIL
EMECE EDITORES S.A.

MEMORANDUM OF AGREEMENT made this 18th day of April 1995

BETWEEN NORMAN MAILER c/o Aitken, Stone & Wylie Limited of
29 Fernshaw Road, London SW10 0TG

(hereinafter called "the Author") of the one part

AND GYLDENDAL FORLAG of
3 Klareboderne, 1001 Copenhagen Denmark

(hereinafter called "the Publishers") of the other part

WHEREBY it is mutually agreed as follows regarding the work entitled:

THE NAKED AND THE DEAD by Norman Mailer

(hereinafter called "the Work")

1. The Author hereby grants to the Publishers the exclusive rights to print, publish and sell the said Work in paperback form in the Danish language throughout the World.

2. The Publishers shall pay to the Author the following royalties calculated on the published price less VAT of each and every copy of the Work sold:

5% (five per cent)	1 - 3,000
7½% (seven and half per cent)	thereafter

The Publishers shall pay to the Author a non-returnable advance of:

\$3,000 (three thousand US dollars) payable on signature of this agreement

on account of all monies due under the terms of this Agreement unless specified otherwise elsewhere.

3. The Publishers shall make up accounts of the sales and stock remaining of the Work to 31 December in each year and shall deliver such accounts and pay monies due to the Author within three-months thereafter.

4. If any payments due under the terms of the Agreement are more than 4 (four) weeks overdue the Author reserves the right to charge the Publisher interest on the outstanding amount as from this 4 (four) week date at the prevailing bank rate.

5. The Publishers undertake to publish the first edition of the said Work within 18 (eighteen) months of the date of this Agreement. Should they fail to do so this Agreement shall terminate automatically and all rights granted herein shall revert to the Author forthwith without prejudice to any monies already paid or then due.

6. The translation shall be made faithfully and accurately and no abbreviations and alterations shall be made without the written consent of the Author or his representative. The Author shall have the right to approve the Publisher's translation of the Work, such approval not to be unreasonably withheld and to be given in writing within 4 (four) weeks of the date of receipt of the translation by the Author. No change of title will be made without the consent of the Author.

7. The Publishers undertake to print the copyright notice required by law and the Universal Copyright Convention upon every copy of the Work as follows:

Copyright: (c) 1948, renewed 1976 by Norman Mailer

in addition to any copyright line that may be required to establish copyright in the actual translation.

8. The Publishers shall print the English title on the back of the title-page and the name of the Author shall appear in its customary form on the title-page and on the jacket/cover and/or binding of every copy and in all advertisements and other announcements of the said Work issued by the Publishers or their agents.

9. On publication the Publishers shall send six free copies of their edition to the Author together with a note of the number of copies printed, the published price and the date of publication. The Publishers shall inform the author within one month of publication of any reprint or new edition of the Work published together with a note of the number of copies printed and the published price.

10. The rights herein granted are assigned to the above-mentioned Publishers solely and shall not be transferred without the written consent of the Author or his representative.

11. All other rights in the said Work whether now existing or which may hereafter come into existence which are not specifically granted to the Publishers in this Agreement are reserved by the Author. The Publishers who have no interest in or control of film rights agree that a film company shall have the right to print and publish in the Danish language synopses (including quotations) of not more than 10,000 (ten thousand) words in length for use in connection with the exploitation of motion pictures based on the said Work.

12. The Author shall have the right himself or by any accountant appointed by him from time to time on reasonable notice to the publishers to inspect all books, vouchers and documents in the possession of the Publishers relating to the said Work.

13. On remainder copies sold by the Publishers at or below cost no royalty shall be payable to the Author but no such remainder copies shall be sold within a period of ~~three~~ ^{two} years from the date of publication of the said Work and the Publishers shall inform the Author or his representative of their intention to remainder and the Author shall have the right to purchase copies at the remainder price. On remaindering the rights granted herein shall without further notice revert to the Author without prejudice to the Author's claim for damages or to any monies paid or then due. On copies sold above cost the Publishers shall pay to the Author 10% (ten per cent) of the net receipts.

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14. This Agreement shall not be valid until the Author is in possession of a counter signed copy of this agreement together with the advance payment specified in Clause 2 above. This Agreement shall automatically terminate without prejudice to any further claim which the Author may have for more monies due or damages and/or otherwise:

- a) if the Publishers are declared bankrupt or take advantage of any insolvency law;
- b) if the Publishers fail to render accounts of sales as agreed in Clause 3 above;
- c) if at any time after the date of the first publication of the Work the Publishers allow the Work to go out of print for a period of 6 (six) months or off the market to the extent of having less than 100 (one hundred) copies in stock;
- d) if after 3 (three) years from the first publication by the Publishers fewer than 100 (one hundred) copies net of the Work are sold at not less than the original published price in any year;
- e) if the publishers violate any terms of this Agreement.

15. All statements of sales and all monies due under this Agreement shall be paid to the Author's representative: Aitken, Stone & Wylie Limited of 29 Fernshaw Road, London SW10 0TG whose receipt shall be a good and valid discharge of monies received and the representative is hereby empowered by the Author to conduct negotiations with the Publishers in respect of all matters arising in any way out of this Agreement.

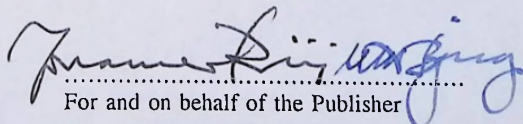
16. If this Agreement is not signed by both parties within 60 (sixty) days of the date of the Agreement and/or if any payment due on signature has not been received by the Author within 3 (three) weeks thereafter then this Agreement can be cancelled with immediate effect at such point by the Author.

17. If this Agreement is not returned to the Author within 6 (six) weeks of the date of being sent by the Author the Agreement shall become null and void.

18. This Agreement shall be construed in all respects in accordance with the laws of England and the English courts shall have exclusive jurisdiction in regard to all or any matters or disputes arising hereunder.

19. This Agreement shall be valid for a period of 5 (five) years from the date of this agreement and all rights herein granted shall revert to the Author without further notice on unless rights have already reverted because of an earlier clause in this Agreement.

.....
For and on behalf of the Author


.....
For and on behalf of the Publisher

MEMORANDUM OF AGREEMENT made this 18th day of April 1995

BETWEEN NORMAN MAILER c/o Aitken, Stone & Wylie Limited of
29 Farnshaw Road, London SW10 0TG

(hereinafter called "the Author") of the one part

AND GYLDENDAL FORLAG of
3 Klareboderne, 1001 Copenhagen Denmark

(hereinafter called "the Publishers") of the other part

WHEREBY it is mutually agreed as follows regarding the work entitled:

THE NAKED AND THE DEAD by Norman Mailer

(hereinafter called "the Work")

1. The Author hereby grants to the Publishers the exclusive rights to print, publish and sell the said Work in paperback form in the Danish language throughout the World.
2. The Publishers shall pay to the Author the following royalties calculated on the published price less VAT of each and every copy of the Work sold:

5% (five per cent)	1 - 3,000
7½% (seven and half per cent)	thereafter

The Publishers shall pay to the Author a non-returnable advance of:

\$3,000 (three thousand US dollars) payable on signature of this agreement

on account of all monies due under the terms of this Agreement unless specified otherwise elsewhere.

3. The Publishers shall make up accounts of the sales and stock remaining of the Work to 31 December in each year and shall deliver such accounts and pay monies due to the Author within three months thereafter.
4. If any payments due under the terms of the Agreement are more than 4 (four) weeks overdue the Author reserves the right to charge the Publisher interest on the outstanding amount as from this 4 (four) week date at the prevailing bank rate.
5. The Publishers undertake to publish the first edition of the said Work within 18 (eighteen) months of the date of this Agreement. Should they fail to do so this Agreement shall terminate automatically and all rights granted herein shall revert to the Author forthwith without prejudice to any monies already paid or then due.

6. The translation shall be made faithfully and accurately and no abbreviations and alterations shall be made without the written consent of the Author or his representative. The Author shall have the right to approve the Publisher's translation of the Work, such approval not to be unreasonably withheld and to be given in writing within 4 (four) weeks of the date of receipt of the translation by the Author. No change of title will be made without the consent of the Author.

7. The Publishers undertake to print the copyright notice required by law and the Universal Copyright Convention upon every copy of the Work as follows:

Copyright: (c) 1948, renewed 1976 by Norman Mailer

in addition to any copyright line that may be required to establish copyright in the actual translation.

8. The Publishers shall print the English title on the back of the title-page and the name of the Author shall appear in its customary form on the title-page and on the jacket/cover and/or binding of every copy and in all advertisements and other announcements of the said Work issued by the Publishers or their agents.

9. On publication the Publishers shall send six free copies of their edition to the Author together with a note of the number of copies printed, the published price and the date of publication. The Publishers shall inform the author within one month of publication of any reprint or new edition of the Work published together with a note of the number of copies printed and the published price.

10. The rights herein granted are assigned to the above-mentioned Publishers solely and shall not be transferred without the written consent of the Author or his representative.

11. All other rights in the said Work whether now existing or which may hereafter come into existence which are not specifically granted to the Publishers in this Agreement are reserved by the Author. The Publishers who have no interest in or control of film rights agree that a film company shall have the right to print and publish in the Danish language synopses (including quotations) of not more than 10,000 (ten thousand) words in length for use in connection with the exploitation of motion pictures based on the said Work.

12. The Author shall have the right himself or by any accountant appointed by him from time to time on reasonable notice to the publishers to inspect all books, vouchers and documents in the possession of the Publishers relating to the said Work.

13. On remainder copies sold by the Publishers at or below cost no royalty shall be payable to the Author but no such remainder copies shall be sold within a period of ~~three~~ ^{two} years from the date of publication of the said Work and the Publishers shall inform the Author or his representative of their intention to remainder and the Author shall have the right to purchase copies at the remainder price. On remaindering the rights granted herein shall without further notice revert to the Author without prejudice to the Author's claim for damages or to any monies paid or then due. On copies sold above cost the Publishers shall pay to the Author 10% (ten per cent) of the net receipts.

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14. This Agreement shall not be valid until the Author is in possession of a counter signed copy of this agreement together with the advance payment specified in Clause 2 above. This Agreement shall automatically terminate without prejudice to any further claim which the Author may have for more monies due or damages and/or otherwise:

- a) if the Publishers are declared bankrupt or take advantage of any insolvency law;
- b) if the Publishers fail to render accounts of sales as agreed in Clause 3 above;
- c) if at any time after the date of the first publication of the Work the Publishers allow the Work to go out of print for a period of 6 (six) months or off the market to the extent of having less than 100 (one hundred) copies in stock;
- d) if after 3 (three) years from the first publication by the Publishers fewer than 100 (one hundred) copies net of the Work are sold at not less than the original published price in any year;
- e) if the publishers violate any terms of this Agreement.

15. All statements of sales and all monies due under this Agreement shall be paid to the Author's representative: Aitken, Stone & Wylie Limited of 29 Fernshaw Road, London SW10 0TG whose receipt shall be a good and valid discharge of monies received and the representative is hereby empowered by the Author to conduct negotiations with the Publishers in respect of all matters arising in any way out of this Agreement.

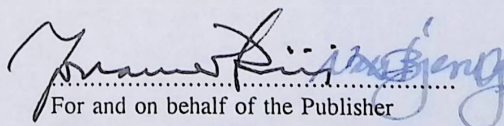
16. If this Agreement is not signed by both parties within 60 (sixty) days of the date of the Agreement and/or if any payment due on signature has not been received by the Author within 3 (three) weeks thereafter then this Agreement can be cancelled with immediate effect at such point by the Author.

17. If this Agreement is not returned to the Author within 6 (six) weeks of the date of being sent by the Author the Agreement shall become null and void.

18. This Agreement shall be construed in all respects in accordance with the laws of England and the English courts shall have exclusive jurisdiction in regard to all or any matters or disputes arising hereunder.

19. This Agreement shall be valid for a period of 5 (five) years from the date of this agreement and all rights herein granted shall revert to the Author without further notice on unless rights have already reverted because of an earlier clause in this Agreement.

.....
For and on behalf of the Author


For and on behalf of the Publisher

MEMORANDUM OF AGREEMENT made this 18th day of April 1995

BETWEEN NORMAN MAILER c/o Aitken, Stone & Wylie Limited of
29 Fernshaw Road, London SW10 0TG

(hereinafter called "the Author") of the one part

AND GYLDENDAL FORLAG of
3 Klareboderne, 1001 Copenhagen Denmark

(hereinafter called "the Publishers") of the other part

WHEREBY it is mutually agreed as follows regarding the work entitled:

THE NAKED AND THE DEAD by Norman Mailer

(hereinafter called "the Work")

1. The Author hereby grants to the Publishers the exclusive rights to print, publish and sell the said Work in paperback form in the Danish language throughout the World.
2. The Publishers shall pay to the Author the following royalties calculated on the published price less VAT of each and every copy of the Work sold:

5 % (five per cent)	1 - 3,000
7½ % (seven and half per cent)	thereafter

The Publishers shall pay to the Author a non-returnable advance of:

\$3,000 (three thousand US dollars) payable on signature of this agreement

on account of all monies due under the terms of this Agreement unless specified otherwise elsewhere.

3. The Publishers shall make up accounts of the sales and stock remaining of the Work to 31 December in each year and shall deliver such accounts and pay monies due to the Author within ~~three~~ months thereafter.

4. If any payments due under the terms of the Agreement are more than 4 (four) weeks overdue the Author reserves the right to charge the Publisher interest on the outstanding amount as from this 4 (four) week date at the prevailing bank rate.

5. The Publishers undertake to publish the first edition of the said Work within 18 (eighteen) months of the date of this Agreement. Should they fail to do so this Agreement shall terminate automatically and all rights granted herein shall revert to the Author forthwith without prejudice to any monies already paid or then due.

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6. The translation shall be made faithfully and accurately and no abbreviations and alterations shall be made without the written consent of the Author or his representative. The Author shall have the right to approve the Publisher's translation of the Work, such approval not to be unreasonably withheld and to be given in writing within 4 (four) weeks of the date of receipt of the translation by the Author. No change of title will be made without the consent of the Author.

7. The Publishers undertake to print the copyright notice required by law and the Universal Copyright Convention upon every copy of the Work as follows:

Copyright: (c) 1948, renewed 1976 by Norman Mailer

in addition to any copyright line that may be required to establish copyright in the actual translation.

8. The Publishers shall print the English title on the back of the title-page and the name of the Author shall appear in its customary form on the title-page and on the jacket/cover and/or binding of every copy and in all advertisements and other announcements of the said Work issued by the Publishers or their agents.

9. On publication the Publishers shall send six free copies of their edition to the Author together with a note of the number of copies printed, the published price and the date of publication. The Publishers shall inform the author within one month of publication of any reprint or new edition of the Work published together with a note of the number of copies printed and the published price.

10. The rights herein granted are assigned to the above-mentioned Publishers solely and shall not be transferred without the written consent of the Author or his representative.

11. All other rights in the said Work whether now existing or which may hereafter come into existence which are not specifically granted to the Publishers in this Agreement are reserved by the Author. The Publishers who have no interest in or control of film rights agree that a film company shall have the right to print and publish in the Danish language synopses (including quotations) of not more than 10,000 (ten thousand) words in length for use in connection with the exploitation of motion pictures based on the said Work.

12. The Author shall have the right himself or by any accountant appointed by him from time to time on reasonable notice to the publishers to inspect all books, vouchers and documents in the possession of the Publishers relating to the said Work.

13. On remainder copies sold by the Publishers at or below cost no royalty shall be payable to the Author but no such remainder copies shall be sold within a period of three years from the date of publication of the said Work and the Publishers shall inform the Author or his representative of their intention to remainder and the Author shall have the right to purchase copies at the remainder price. On remaindering the rights granted herein shall without further notice revert to the Author without prejudice to the Author's claim for damages or to any monies paid or then due. On copies sold above cost the Publishers shall pay to the Author 10% (ten per cent) of the net receipts.

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14. This Agreement shall not be valid until the Author is in possession of a counter signed copy of this agreement together with the advance payment specified in Clause 2 above. This Agreement shall automatically terminate without prejudice to any further claim which the Author may have for more monies due or damages and/or otherwise:

- a) if the Publishers are declared bankrupt or take advantage of any insolvency law;
- b) if the Publishers fail to render accounts of sales as agreed in Clause 3 above;
- c) if at any time after the date of the first publication of the Work the Publishers allow the Work to go out of print for a period of 6 (six) months or off the market to the extent of having less than 100 (one hundred) copies in stock;
- d) if after 3 (three) years from the first publication by the Publishers fewer than 100 (one hundred) copies net of the Work are sold at not less than the original published price in any year;
- e) if the publishers violate any terms of this Agreement.

15. All statements of sales and all monies due under this Agreement shall be paid to the Author's representative: Aitken, Stone & Wylie Limited of 29 Fernshaw Road, London SW10 0TG whose receipt shall be a good and valid discharge of monies received and the representative is hereby empowered by the Author to conduct negotiations with the Publishers in respect of all matters arising in any way out of this Agreement.

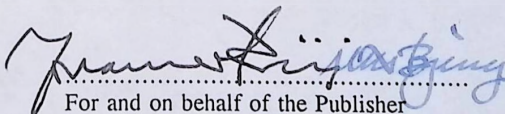
16. If this Agreement is not signed by both parties within 60 (sixty) days of the date of the Agreement and/or if any payment due on signature has not been received by the Author within 3 (three) weeks thereafter then this Agreement can be cancelled with immediate effect at such point by the Author.

17. If this Agreement is not returned to the Author within 6 (six) weeks of the date of being sent by the Author the Agreement shall become null and void.

18. This Agreement shall be construed in all respects in accordance with the laws of England and the English courts shall have exclusive jurisdiction in regard to all or any matters or disputes arising hereunder.

19. This Agreement shall be valid for a period of 5 (five) years from the date of this agreement and all rights herein granted shall revert to the Author without further notice on unless rights have already reverted because of an earlier clause in this Agreement.

.....
For and on behalf of the Author


.....
For and on behalf of the Publisher

MEMORANDUM OF AGREEMENT made this 27th day of March 1995

BETWEEN NORMAN MAILER c/o Aitken, Stone & Wylie Limited of
29 Fernshaw Road, London SW10 0TG

(hereinafter called "the Author") of the one part

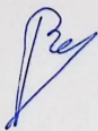
AND EMECE EDITORES of
Aislina 2048, 1090 Buenos Aires, Argentina

(hereinafter called "the Publishers") of the other part

WHEREBY it is mutually agreed as follows regarding the work entitled:

OSWALD'S TALE by Norman Mailer

(hereinafter called "the Work")

 1. The Author hereby grants to the Publishers the exclusive rights to print, publish and sell the said Work in trade volume form in the Spanish language throughout Latin America only.

2. The Publishers shall pay to the Author the following royalties calculated on the published price of each and every copy of the Work sold:

Hardcover:

8% (eight per cent)	1 - 10,000
10% (ten per cent)	10,001 - 20,000
12% (twelve per cent)	thereafter

Paperback:

5% (five per cent)	1 - 20,000
7% (seven per cent)	thereafter

The Publishers shall pay to the Author a non-returnable advance of:

\$20,000 (twenty thousand US dollars) payable half (\$10,000) on signature of this agreement and the balance (\$10,000) on publication or by 27th September 1996 whichever is the sooner

on account of all monies due under the terms of this Agreement unless specified otherwise elsewhere.

3. The Publishers shall make up accounts of the sales and stock remaining of the Work to 31 December in each year and shall deliver such accounts and pay monies due to the Author within three months thereafter.

4. If any payments due under the terms of the Agreement are more than 4 (four) weeks overdue the Author reserves the right to charge the Publisher interest on the outstanding amount as from this 4 (four) week date at the prevailing bank rate.

5. The Publishers undertake to publish the first edition of the said Work within 18 (eighteen) months of the date of this Agreement. Should they fail to do so this Agreement shall terminate automatically and all rights granted herein shall revert to the Author forthwith without prejudice to any monies already paid or then due.

6. The translation shall be made faithfully and accurately and no abbreviations and alterations shall be made without the written consent of the Author or his representative. The Author shall have the right to approve the Publisher's translation of the Work, such approval not to be unreasonably withheld and to be given in writing within 4 (four) weeks of the date of receipt of the translation by the Author. No change of title will be made without the consent of the Author.

7. The Publishers undertake to print the copyright notice required by law and the Universal Copyright Convention upon every copy of the Work as follows:

Copyright: (c) Norman Mailer 1995

in addition to any copyright line that may be required to establish copyright in the actual translation.

8. The Publishers shall print the English title on the back of the title-page and the name of the Author shall appear in its customary form on the title-page and on the jacket/cover and/or binding of every copy and in all advertisements and other announcements of the said Work issued by the Publishers or their agents.

9. On publication the Publishers shall send six free copies of their edition to the Author together with a note of the number of copies printed, the published price and the date of publication. The Publishers shall inform the author within one month of publication of any reprint or new edition of the Work published together with a note of the number of copies printed and the published price.

10. The rights herein granted are assigned to the above-mentioned Publishers solely and shall not be transferred without the written consent of the Author or his representative.

11. All other rights in the said Work whether now existing or which may hereafter come into existence which are not specifically granted to the Publishers in this Agreement are reserved by the Author. The Publishers who have no interest in or control of film rights agree that a film company shall have the right to print and publish in the Spanish language synopses (including quotations) of not more than 10,000 (ten thousand) words in length for use in connection with the exploitation of motion pictures based on the said Work.

12. The Author shall have the right himself or by any accountant appointed by him from time to time on reasonable notice to the publishers to inspect all books, vouchers and documents in the possession of the Publishers relating to the said Work.

13. On remainder copies sold by the Publishers at or below cost no royalty shall be payable to the Author but no such remainder copies shall be sold within a period of three years from the date of publication of the said Work and the Publishers shall inform the Author or his representative of their intention to remainder and the Author shall have the right to purchase copies at the remainder price. On remaindering the rights granted herein shall without further notice revert to the Author without prejudice to the Author's claim for damages or to any monies paid or then due. On copies sold above cost the Publishers shall pay to the Author 10% (ten per cent) of the net receipts.

14. This Agreement shall not be valid until the Author is in possession of a counter signed copy of this agreement together with the advance payment specified in Clause 2 above. This Agreement shall automatically terminate without prejudice to any further claim which the Author may have for more monies due or damages and/or otherwise:

- a) if the Publishers are declared bankrupt or take advantage of any insolvency law;
- b) if the Publishers fail to render accounts of sales as agreed in Clause 3 above;
- c) if at any time after the date of the first publication of the Work the Publishers allow the Work to go out of print for a period of 6 (six) months or off the market to the extent of having less than 100 (one hundred) copies in stock;
- d) if after 3 (three) years from the first publication by the Publishers fewer than 100 (one hundred) copies net of the Work are sold at not less than the original published price in any year;
- e) if the publishers violate any terms of this Agreement.

15. All statements of sales and all monies due under this Agreement shall be paid to the Author's representative: Aitken, Stone & Wylie Limited of 29 Fernshaw Road, London SW10 0TG whose receipt shall be a good and valid discharge of monies received and the representative is hereby empowered by the Author to conduct negotiations with the Publishers in respect of all matters arising in any way out of this Agreement.

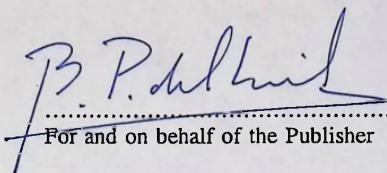
16. If this Agreement is not signed by both parties within 60 (sixty) days of the date of the Agreement and/or if any payment due on signature has not been received by the Author within 3 (three) weeks thereafter then this Agreement can be cancelled with immediate effect at such point by the Author.

17. If this Agreement is not returned to the Author within 6 (six) weeks of the date of being sent by the Author the Agreement shall become null and void.

18. This Agreement shall be construed in all respects in accordance with the laws of England and the English courts shall have exclusive jurisdiction in regard to all or any matters or disputes arising hereunder.

19. This Agreement shall be valid for a period of 8 (eight) years from the date of this agreement and all rights herein granted shall revert to the Author without further notice on 27 March 2003 on unless rights have already reverted because of an earlier clause in this Agreement.

.....
For and on behalf of the Author


.....
For and on behalf of the Publisher

BONIFACIO P. DEL CARRIL
SMECZ EDITORES S.A.

APPENDIX TO THE AGREEMENT dated 27th day of March 1995

BETWEEN NORMAN MAILER c/o Aitken, Stone & Wylie Limited of
29 Fernshaw Road, London SW10 0TG

(hereinafter called "the Author") of the one part

AND EMECE EDITORES of
Aislna 2048, 1090 Buenos Aires, Argentina

(hereinafter called "the Publishers") of the other part

WHEREBY it is mutually agreed as follows regarding the work entitled:

OSWALD'S TALE by Norman Mailer

(hereinafter called "the Work")

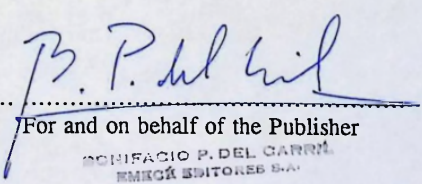
The Publishers shall handle the sale of the following subsidiary rights in the work in the Spanish language and the gross proceeds from the sale of such rights to licensee firms in which the Publishers have no financial interest shall be shared between the Author and the Publishers as follows:

First serial	60	Author	40	Publishers
Second serial	60	Author	40	Publishers
Bookclub	60	Author	40	Publishers

The Publishers shall not dispose of the rights herein granted without the written consent of the Author or his Agent. The Publishers shall send to the Author copies of all sublicense agreements. All monies due under the terms of this Appendix shall be paid to the Author within 30 (thirty) days of receipt by the Publishers provided that the advance payment specified in clause 2 of this Agreement has been earned.

Should the Publishers wish to sublicense any of the above rights to a third party in which the Publishers do have a financial interest then the percentages payable to the Author shall be agreed separately.

.....
For and on behalf of the Author


.....
For and on behalf of the Publisher

BENITO P. DEL CARRIL
EMECE EDITORES S.A.

MEMORANDUM OF AGREEMENT made this 27th day of March 1995

BETWEEN NORMAN MAILER c/o Aitken, Stone & Wylie Limited of
29 Fernshaw Road, London SW10 0TG

(hereinafter called "the Author") of the one part

AND EMECE EDITORES of
Aisla 2048, 1090 Buenos Aires, Argentina

(hereinafter called "the Publishers") of the other part

WHEREBY it is mutually agreed as follows regarding the work entitled:

OSWALD'S TALE by Norman Mailer

(hereinafter called "the Work")

1. The Author hereby grants to the Publishers the exclusive rights to print, publish and sell the said Work in trade volume form in the Spanish language throughout Latin America only.

2. The Publishers shall pay to the Author the following royalties calculated on the published price of each and every copy of the Work sold:

Hardcover:

8% (eight per cent)	1 - 10,000
10% (ten per cent)	10,001 - 20,000
12% (twelve per cent)	thereafter

Paperback:

5% (five per cent)	1 - 20,000
7% (seven per cent)	thereafter

The Publishers shall pay to the Author a non-returnable advance of:

\$20,000 (twenty thousand US dollars) payable half (\$10,000) on signature of this agreement and the balance (\$10,000) on publication or by 27th September 1996 whichever is the sooner

on account of all monies due under the terms of this Agreement unless specified otherwise elsewhere.

3. The Publishers shall make up accounts of the sales and stock remaining of the Work to 31 December in each year and shall deliver such accounts and pay monies due to the Author within three months thereafter.

4. If any payments due under the terms of the Agreement are more than 4 (four) weeks overdue the Author reserves the right to charge the Publisher interest on the outstanding amount as from this 4 (four) week date at the prevailing bank rate.

5. The Publishers undertake to publish the first edition of the said Work within 18 (eighteen) months of the date of this Agreement. Should they fail to do so this Agreement shall terminate automatically and all rights granted herein shall revert to the Author forthwith without prejudice to any monies already paid or then due.

6. The translation shall be made faithfully and accurately and no abbreviations and alterations shall be made without the written consent of the Author or his representative. The Author shall have the right to approve the Publisher's translation of the Work, such approval not to be unreasonably withheld and to be given in writing within 4 (four) weeks of the date of receipt of the translation by the Author. No change of title will be made without the consent of the Author.

7. The Publishers undertake to print the copyright notice required by law and the Universal Copyright Convention upon every copy of the Work as follows:

Copyright: (c) Norman Mailer 1995

in addition to any copyright line that may be required to establish copyright in the actual translation.

8. The Publishers shall print the English title on the back of the title-page and the name of the Author shall appear in its customary form on the title-page and on the jacket/cover and/or binding of every copy and in all advertisements and other announcements of the said Work issued by the Publishers or their agents.

9. On publication the Publishers shall send six free copies of their edition to the Author together with a note of the number of copies printed, the published price and the date of publication. The Publishers shall inform the author within one month of publication of any reprint or new edition of the Work published together with a note of the number of copies printed and the published price.

10. The rights herein granted are assigned to the above-mentioned Publishers solely and shall not be transferred without the written consent of the Author or his representative.

11. All other rights in the said Work whether now existing or which may hereafter come into existence which are not specifically granted to the Publishers in this Agreement are reserved by the Author. The Publishers who have no interest in or control of film rights agree that a film company shall have the right to print and publish in the Spanish language synopses (including quotations) of not more than 10,000 (ten thousand) words in length for use in connection with the exploitation of motion pictures based on the said Work.

12. The Author shall have the right himself or by any accountant appointed by him from time to time on reasonable notice to the publishers to inspect all books, vouchers and documents in the possession of the Publishers relating to the said Work.

13. On remainder copies sold by the Publishers at or below cost no royalty shall be payable to the Author but no such remainder copies shall be sold within a period of three years from the date of publication of the said Work and the Publishers shall inform the Author or his representative of their intention to remainder and the Author shall have the right to purchase copies at the remainder price. On remaindering the rights granted herein shall without further notice revert to the Author without prejudice to the Author's claim for damages or to any monies paid or then due. On copies sold above cost the Publishers shall pay to the Author 10% (ten per cent) of the net receipts.

14. This Agreement shall not be valid until the Author is in possession of a counter signed copy of this agreement together with the advance payment specified in Clause 2 above. This Agreement shall automatically terminate without prejudice to any further claim which the Author may have for more monies due or damages and/or otherwise:

- a) if the Publishers are declared bankrupt or take advantage of any insolvency law;
- b) if the Publishers fail to render accounts of sales as agreed in Clause 3 above;
- c) if at any time after the date of the first publication of the Work the Publishers allow the Work to go out of print for a period of 6 (six) months or off the market to the extent of having less than 100 (one hundred) copies in stock;
- d) if after 3 (three) years from the first publication by the Publishers fewer than 100 (one hundred) copies net of the Work are sold at not less than the original published price in any year;
- e) if the publishers violate any terms of this Agreement.

15. All statements of sales and all monies due under this Agreement shall be paid to the Author's representative: Aitken, Stone & Wylie Limited of 29 Fernshaw Road, London SW10 0TG whose receipt shall be a good and valid discharge of monies received and the representative is hereby empowered by the Author to conduct negotiations with the Publishers in respect of all matters arising in any way out of this Agreement.

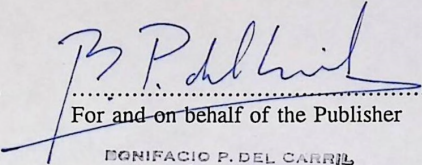
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For and on behalf of the Author


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For and on behalf of the Publisher

DONIFACIO P. DEL CARRIL
EMECÉ EDITORES S.A.

APPENDIX TO THE AGREEMENT dated 27th day of March 1995

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29 Fernshaw Road, London SW10 0TG

(hereinafter called "the Author") of the one part

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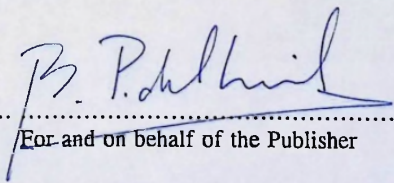
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Bookclub	60	Author	40	Publishers

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