

Alfred Baker

Writing - Adventures of a Chemist Collector

[Contracts - Adventures of a
Collector Chemist]

1995 - 1996

QUEEN'S UNIVERSITY ARCHIVES	
LOCATOR	5169
BOX	9
FILE	8

8

MEMORANDUM OF AGREEMENT made this 8th day of July 1994

BETWEEN Alfred Bader

c/o Jeffrey Simmons, 10 Lowndes Square, London SW1X 9HA

(hereinafter called the Proprietor which expression shall where the context permits include the Proprietor's executors, administrators and assigns) of the one part and

GEORGE WEIDENFELD & NICOLSON LIMITED

of Orion House, 5 Upper St. Martin's Lane, London WC2H 9EA

(hereinafter called the Publishers which expression shall where the context permits include the Publishers' administrators and assigns or successors in business) of the other part.

WHEREAS the Proprietor has written a work of non-fiction at present entitled

ALFRED BADER: THE ADVENTURES OF A CHEMIST-COLLECTOR

(hereinafter called the Work)

NOW IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows:

CLAUSE 1 In consideration of the terms hereinafter mentioned the Publishers shall produce and sell to the Proprietor an edition of the Work as specified in Schedule A hereto and the Proprietor shall grant to the Publishers the right to produce and publish and deal with the rights in the Work in the English language throughout the World for a period of five years from first publication.

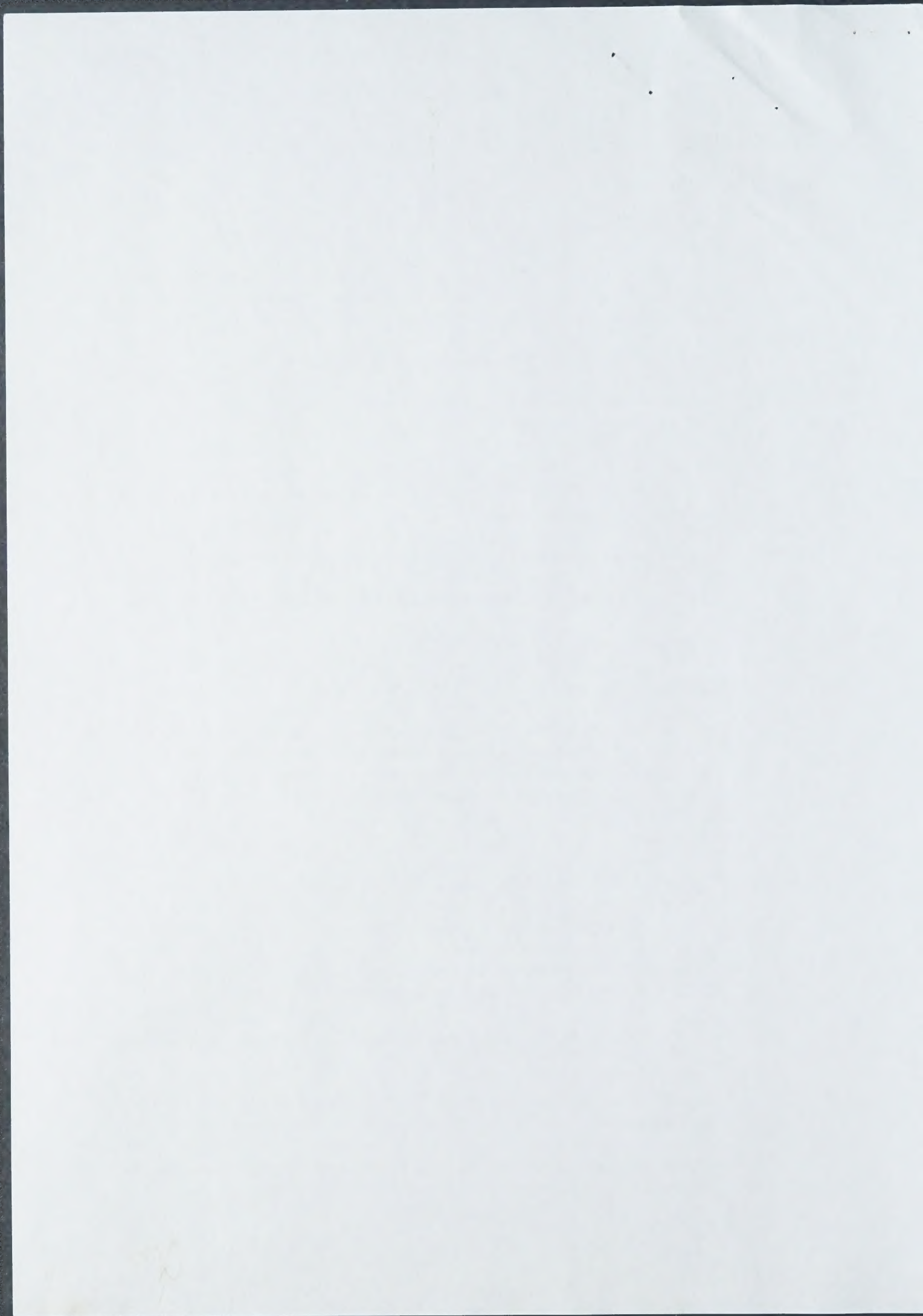
CLAUSE 2 The Proprietor shall supply the Publishers with suitable photographs, pictures, diagrams, maps and other material from which to illustrate the Work. Such pictures and material supplied by the Proprietor and such material procured by the Publishers on their behalf shall be returned to the Proprietor but the Publishers shall not be liable for accidental damage thereto or for loss thereof other than due to the Publishers' negligence.

The Proprietor shall deliver text and illustrative material ready for the printer by 10 October 1994.

The Publishers agree to manufacture the Proprietor's edition and to publish the Work in accordance with the dates specified in Schedule A hereto.

CLAUSE 3 If in the opinion of the Proprietor an index is desirable it shall be supplied to the Publishers at the Proprietor's own expense.

ms
APB



CLAUSE 4 If the Work contains passages quoted from other works that are in copyright included at the Proprietor's request the Proprietor undertakes to obtain written permission from the owners of the respective copyrights to reprint such passages and the Proprietor undertakes to pay all fees in connection therewith.

CLAUSE 5 The Proprietor hereby warrants to the Publishers that the Work contains nothing obscene, objectionable, indecent, libellous, or otherwise actionable, that all statements contained therein purporting to be facts are true, that he has full power to make this Agreement and that he will indemnify the Publishers against any loss, injury or damage (including any legal costs or expenses and any compensation costs and disbursements paid by the Publishers on the advice of their legal advisers). No such cost shall be incurred nor shall any printed copies be withdrawn or destroyed until such time as the Proprietor has been advised in writing of the intent of the Publishers to so incur such costs or to withdraw or destroy printed copies of the Work and before the Proprietor has had an opportunity himself to take over the defence.

CLAUSE 6 The Publishers shall show the Proprietor the layout and jacket design for his approval which shall not be unreasonably withheld. The Proprietor and his agent undertake to read and correct the proofs and to return them to the Publishers within such reasonable period as specified by the Publishers. The amount, if any, by which the cost of corrections of the proofs, made at the Proprietor's request, other than printer's errors, exceeds 10 per cent of the cost of type-setting shall be borne by the Proprietor.

CLAUSE 7 The Proprietor shall for a period of five years grant to the Publishers the exclusive right to publish the Work in volume form in the English language throughout the World and otherwise to deal and negotiate with the rights in the Work in the English language the Publishers agree to pay to the Proprietor the following royalties in respect of such sales:

75% of the price received on all copies sold.

No royalty shall be paid on copies:

- (i) Produced by the Publishers for sale to the Proprietor.
- (ii) Presented to the Proprietors or to the Press or otherwise given away in the promotion of the Work.
- (iii) Destroyed by fire, water, enemy action, in transit, or otherwise.
- (iv) Sold at less than cost.

CLAUSE 8 For a period of five years the Publishers shall have the exclusive right to negotiate the sale of the following subsidiary and other rights in the English language throughout the world such sales being subject to the approval of the Proprietor and all net proceeds from these sales shall be divided between the Proprietor and the Publishers in the following proportions:

ms *gp*

The first section of the report deals with the general situation of the country and the progress of the work done during the year.

The second section contains a detailed account of the work done in the various departments of the institution during the year.

The third section deals with the financial position of the institution and the progress of the work done during the year.

The fourth section contains a summary of the work done during the year and the progress of the work done during the year.

The fifth section deals with the general situation of the country and the progress of the work done during the year.

The sixth section contains a detailed account of the work done in the various departments of the institution during the year.

The seventh section deals with the financial position of the institution and the progress of the work done during the year.

The eighth section contains a summary of the work done during the year and the progress of the work done during the year.

Handwritten signature or initials in the bottom left corner.

	PROPRIETORS	PUBLISHERS
(i) Newspapers and magazine serials (whether one-shot or otherwise) pre-publication	75%	25%
post-publication	50%	50%
(ii) Anthology and quotation	50%	50%
(iii) Digest book condensation	50%	50%
(iv) Radio (reading rights only)	75%	25%

CLAUSE 9 The Publishers shall render the first accounts of the Work at six monthly intervals as at June 30th and December 31st each year. All monies due to the Proprietor shall be paid to him within four months of the said accountancy dates.

The Proprietor or his authorised representative shall have the right, upon written request and upon reasonable notice, to examine the books of account of the Publishers in so far as they relate to the sales of the Work, which examination shall be at the cost of the Proprietor unless errors exceeding two per cent of the total sums paid to the Proprietor shall be found to his disadvantage, in which case the cost shall be borne by the Publishers.

CLAUSE 10 If the Publishers at any time by themselves or anyone acting on their behalf fail to fulfil or comply with any of the conditions accepted by them in this Agreement within one month after written notification from the Proprietor of such failure (provided that such failure is not due to circumstances beyond their control) or should the Publishers go into liquidation, other than voluntary liquidation for the purposes of reconstruction, this Agreement shall thereupon terminate and the Proprietor be free to licence any other person to print and publish the Work, notwithstanding anything to the contrary contained or implied in any part of this Agreement.

CLAUSE 11 The Publishers shall secure that all copies shall bear the symbol © accompanied by the name of the Proprietor as the Copyright proprietors and the year of first publication placed in such a manner and location as to give reasonable notice of claim of copyright.

CLAUSE 12 This Agreement shall be subject to and construed according to the laws of England and the parties hereto submit to the jurisdiction of the High Court of Justice.

ms Qb

Item No.	Description	Quantity	Unit Price	Total
1
2
3
4
5

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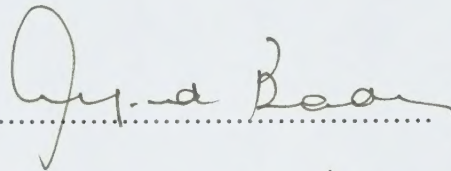
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CLAUSE 13 All monies due to the Proprietor shall be paid direct into his British bank account: Close Brothers Limited, 36 Great St. Helen's, London EC3A 6AP, account Dr. Alfred Bader number 280401. Supporting statements and accounts shall be rendered both to the Proprietor at his US address [2961 N. Shepard Avenue, Milwaukee, Wisc. 53211, USA] and to his agent Jeffrey Simmons.

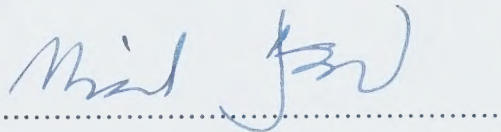
IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

Signed for and on behalf
of the Proprietor



July 8 1997

Signed for and on behalf
of the Publishers



8 July 1997

ADVERSE EFFECTS OF THE USE OF...
...
...
...
...
...

IN THE COURT OF THE STATE OF...
...
...

John Doe

...
...

...
...

John Doe

...
...

...

SCHEDULE A

This Schedule forms part of an Agreement dated
between ALFRED BADER (the Proprietor)
and GEORGE WEIDENFELD & NICOLSON LIMITED (the Publishers).

CLAUSE 1 The Publishers shall produce and sell to the Proprietor 2,500 copies of the Work in hardback at a price of £2.56 per copy and 7,500 copies of the work in paperback at a price of £1.66 per copy. The Publishers further guarantee a run-on price of £1.44 per copy in hardback and £1.01 in paperback for up to one year after publication of the Work. These prices include a 10% contingency fee. In the event of alteration in the specifications of the Work, either up or down, then the cost per copy will also vary, by mutual agreement.

The Proprietor's edition shall be manufactured in accordance with the Production Specification set out in Clause 6 below.

CLAUSE 2 Unless prevented by circumstances beyond their control, which circumstances shall include but are not limited to any failure by the Proprietor to adhere to the production schedule as set out in Clause 7, the Publishers undertake to publish the Work no later than 30 April 1995.

CLAUSE 3 The Publishers undertake to feature the Work on a full page in their appropriate catalogue.

CLAUSE 4 The total amount due hereunder of £43,850 (which amount includes a £25,000 handling fee) or any variance thereof in accordance with Clause 2 above for the manufacture of the Proprietor's edition shall be paid to the Publishers by the Proprietor in three instalments of:
10% on signature of this Agreement
40% on passing proofs to printer
40% 30 days from delivery of finished books

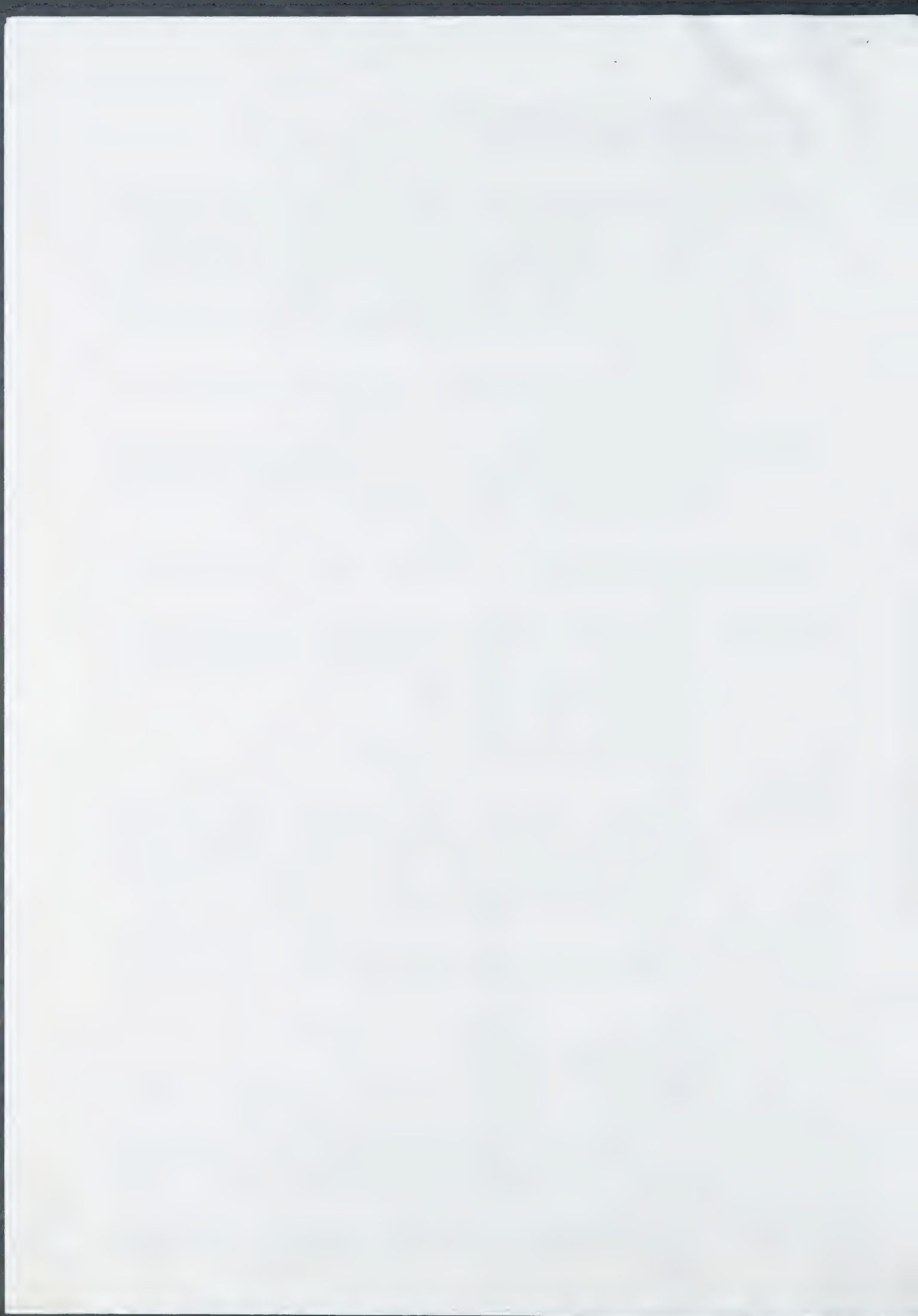
CLAUSE 5 The Publishers undertake to sell the Work in the trade and unless prevented by circumstances beyond their control shall publish such an edition at a published price in the first instance of approximately £14.99 (cased) and £9.99 (paper). The US edition shall be priced at \$25 (cased) and \$18 (paper), Canadian approximately pro rata. The Proprietor shall be entitled himself to sell copies of the Work subject to advising the Publishers.

CLAUSE 6 The Proprietor's edition of the Work shall be manufactured by the Publishers in accordance with the following Specification:

Extent:	288 pages
Format:	234 x 156 mm
Illustration content:	32 pp b/w
Book Cover:	4-colour
Binding: (HB)	Imitation cloth, spine blocking, section sewn 3.5 mm boards
(PB)	Printed paper cover, section sewn
Paper and typeface:	As per sample supplied <u>Robert: My Father</u> by Sheridan Morley (or as mutually agreed).

CLAUSE 7 The Publishers undertake if required by the Proprietor to reprint between 10,000 and 20,000 of the Work at a fair and reasonable run-on price to be agreed.

GB
MS



10 LOWNDES SQUARE

LONDON SW1X 9HA

071-235 8852

Fax: 071-235 9733

from Jeffrey Simmons

Dr Alfred Bader
52 Wickham Avenue
Bexhill-on-Sea
E Sussex TN39 3ER

24 June 1994

Dear Alfred

You asked me to put on record the arrangements we discussed yesterday concerning my remuneration in connection with your autobiography, THE ADVENTURES OF A CHEMIST-COLLECTOR.

You will pay me the sum of L3600 (of which I have already received L1000) as to a further L1500* on signature of a contract with Weidenfeld & Nicolson and the remaining L1100 at the completion of production, ie when the publisher provides a copy of the finished book.

This sum of L3600 (to include my fee for copy-editing the book) shall be regarded as an outright payment unless and until your earnings from Weidenfeld exceed the monies paid by you to them, in which case it shall be treated as a payment on account of a 15% commission on such earnings once you are in profit. (You have asked me to indicate that you will include in such calculations monies received by you from sales you make yourself.)

Separately from the Weidenfeld arrangements and the above, I shall be entitled to retain 15 % of all monies I receive on your behalf from the sale of rights not licensed by you to Weidenfeld, including film and foreign-language rights. No such sale shall of course be made without your consent.

You paid me the first L1000 personally and it makes no difference to me whether the remaining sums are paid by you or by Alfred Bader Fine Arts.

No doubt you will in due course kindly confirm that the above is in accordance with your understanding.

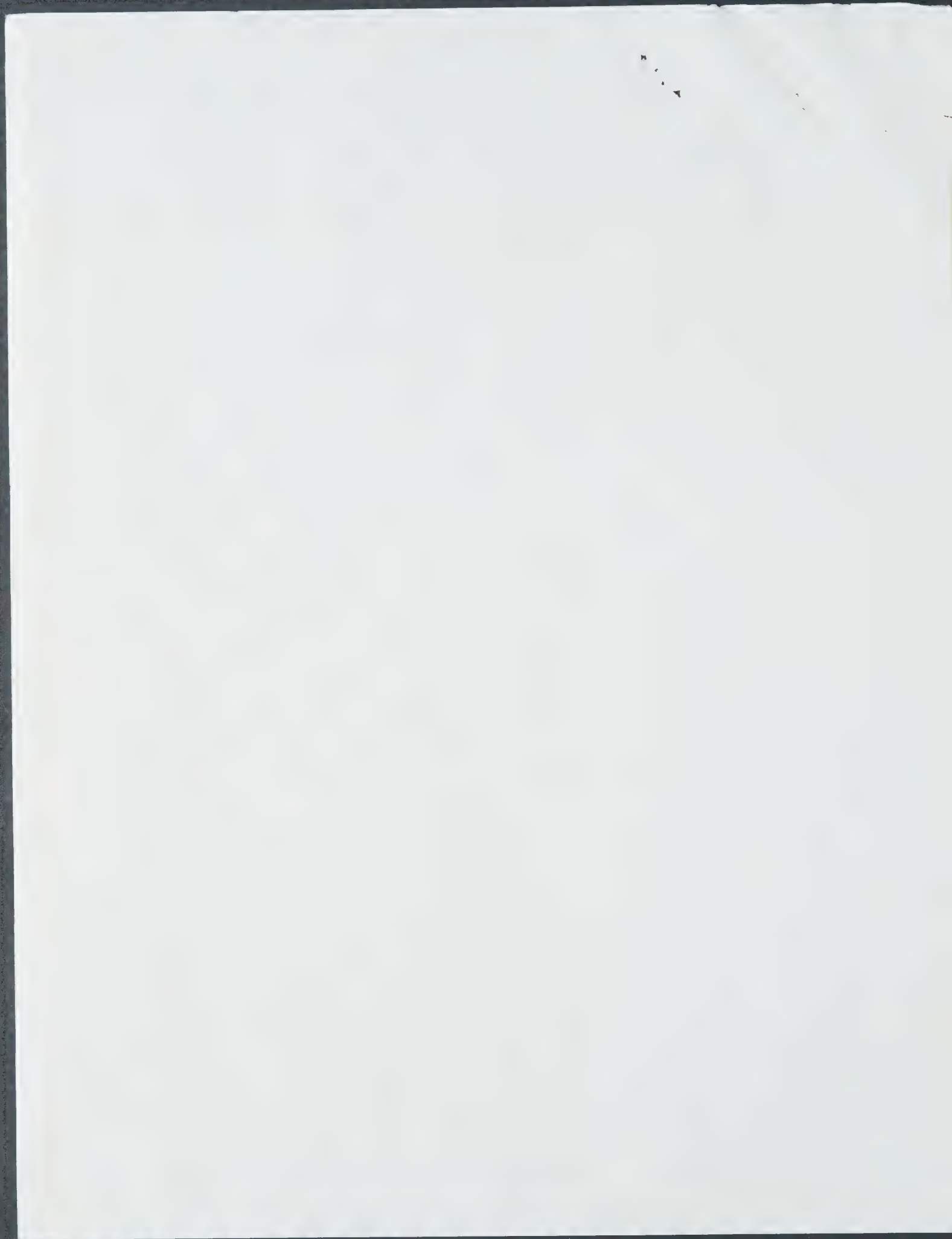
Yours sincerely



XX £1350 pa Feb 3 95

* pa July 8 94





PAY FROM:



DR ALFRED H. BAKER

1942

Bank of America
New York, New York
New York, New York
New York, New York

Trig file

MAY 12, 1942

To: Mr. Alfred H. Baker
175

*I have not seen your
letter about the
... of the ...
... for ...
... of the ...*

Dear Sir:

I look it in your letter regarding the expense

According to the two statements which I received, they represent the amount of the ... and I ...

And with the books having been returned, why have you ... the ... account? You will recall that Dover promised that the ...

At the end of the day, I will probably have all got my documents ... the ... books are still ...

I plan to leave London next Tuesday and Wednesday. My ...

On ... I ... have a ... to ...

... ..

[Handwritten signature]

[Faint handwritten notes]

Yours truly,



10 LOWNDES SQUARE

LONDON SW1X 9HA

0171-235 8852

Fax: 0171-235 9733

from Jeffrey Simmons

Dr Alfred Bader
Astor Hotel (Suite 622)
924 East Juneau Avenue
Milwaukee WI 53202
USA

22 May 1996

Dear Alfred

Michael Dover tells me something different every day. It now appears that sales to Trafalgar Square are regarded as sales for the purpose of royalty statements.

He has sent me a complete breakdown of Trafalgar square sales (copy enclosed).

Also enclosed is a copy of his original answer to my queries on your behalf. I think you may like to study it.

Best wishes

A handwritten signature in cursive script, appearing to read "Jeffrey".

Dear Sir,

My dear Sir,
I have the pleasure to inform you
that the same has been received
and is now in the hands of the
proper authorities.

Yours faithfully,

I am, Sir, very respectfully,
Your obedient servant,
John Smith

Enclosed for you are the
documents mentioned in my
letter of the 10th inst.

Also enclosed is a copy of the
report which you may like to
refer to.

Very truly yours,

Sales Details

Littlehampton Book Services

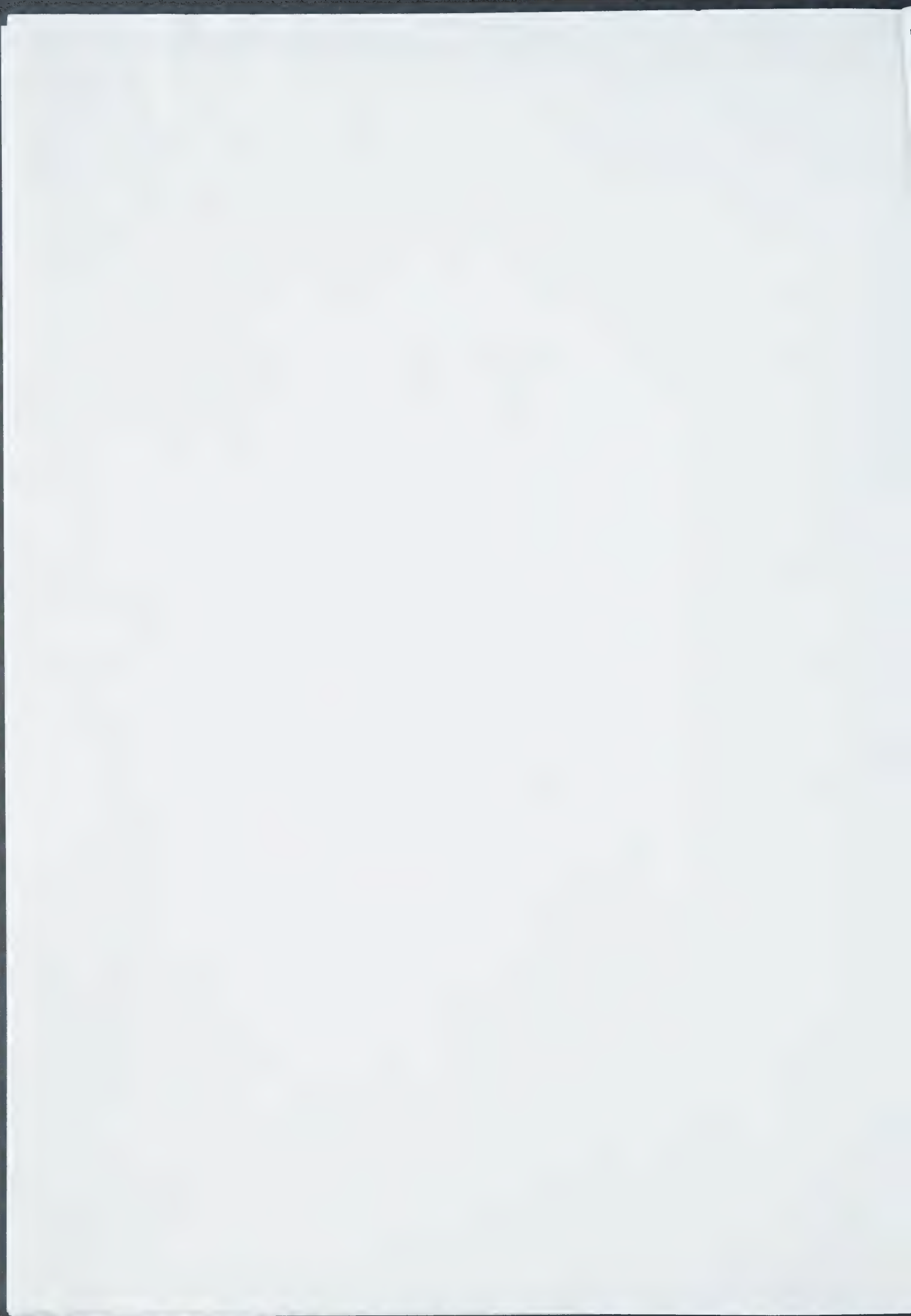
Title : Alfred Bader: Adv.Chemist CollectA/Code: RPN Reprinting No Da
 isbn : 0297854614 Div: WN Orion Group Pub Pr: 14.99
 Pub Date: 10-APR-95 P/C: IA W&N Illus. Status: C
 Author : BADER ALFRED P/G: ID W&N Illust. HB Stock : 5652
 Editor : Unknown Or N/A Cat: NC No Category Bin : BI244
 Ed type : Hardback Imp: H&EA W & N General Dues : 0

Customer : 10003425 Tratalgar Square Publishing
 Date on or after : 01-01-91

Customer	Name	town	P/Code	Type	Value	Invoice	Date	Qty	S
Tratalgar	Square	VERMONT		INAG	224.85	20689187	310595	50	A
Tratalgar	Square	VERMONT		INAG	449.70	20937407	210495	100	A
Tratalgar	Square	VERMONT		INAG	224.85	21029385	280495	50	A
Tratalgar	Square	VERMONT		CRAG	4.50	21641781	260695	1	-9
Tratalgar	Square	VERMONT		CRAG	40.47	2168619X	290695	9	-9
Tratalgar	Square	VERMONT		IACO	40.47	21836094	140795	9	W
Tratalgar	Square	VERMONT		CEAG	40.47	21838208	140795	9	-9
Tratalgar	Square	VERMONT		CHAG	49.47	2202803X	020895	11	-9
Tratalgar	Square	VERMONT		INAG	44.97	22753455	051095	10	A
Tratalgar	Square	VERMONT		INAG	22.49	23472413	071295	5	G
Tratalgar	Square	VERMONT		INAG	22.49	23548746	141295	5	S
Tratalgar	Square	VERMONT		INAG	22.49	23645958	211295	5	S
Tratalgar	Square	VERMONT		INAG	449.70	23677325	050196	100	S
Tratalgar	Square	VERMONT		INAG	22.49	2385191X	190196	5	S
Tratalgar	Square	VERMONT		INAG	22.49	23921849	010296	5	S
Tratalgar	Square	VERMONT		INAG	22.49	24110094	160296	5	G
Tratalgar	Square	VERMONT		INAG	22.49	24246050	290296	5	S
Tratalgar	Square	VERMONT		INAG	22.49	24423053	150596	5	S
Tratalgar	Square	VERMONT		INAG	22.49	2452472X	280596	5	S
Tratalgar	Square	VERMONT		INAG	22.49	24584738	280596	5	S
Tratalgar	Square	VERMONT		INAG	22.49	24675007	050496	5	S
Tratalgar	Square	VERMONT		INAG	22.49	24740256	120496	5	G
Tratalgar	Square	VERMONT		CEAG	22.49	24797243	170496	5	-9
Tratalgar	Square	VERMONT		INAG	22.49	24960292	300496	5	S
Tratalgar	Square	VERMONT		EAUI	22.49	25066501	100596	5	-9
Total Trade Sales:					1547.02			344	

Total Remainders : 0

Total Sales: 1547.02



10 LOWNDES SQUARE
LONDON SW1X 9HA
0171-235 8852
FAX: 0171-235 9733

f.

from Jeffrey Simmons

16/5 Dear Jeffrey

1 enclose A = Home Sales
B = Export Sales
C = Royalties.

All 3 seem to square. I would
be happy to go through them if
that would help.

FAX TO: Michael Dover
Weidenfeld & Nicolson

Michael.

DATE: 16 May 1996

Dear Michael

We spoke on Tuesday, when I asked you how your investigations were progressing concerning Alfred Bader's query about the accuracy of your latest royalty statement.

In addition to the point he raised about home sales, he does not understand why there does not appear to be a reference to the 200 copies ordered during the relevant period by Trafalgar Square (who incidentally tell him they have sold 338 copies in all).

You promised to come back to me, and I hate to keep worrying you but Alfred not unreasonably is becoming somewhat anxious. I shall hope to be able to report back to him very quickly. Thank you for your help.

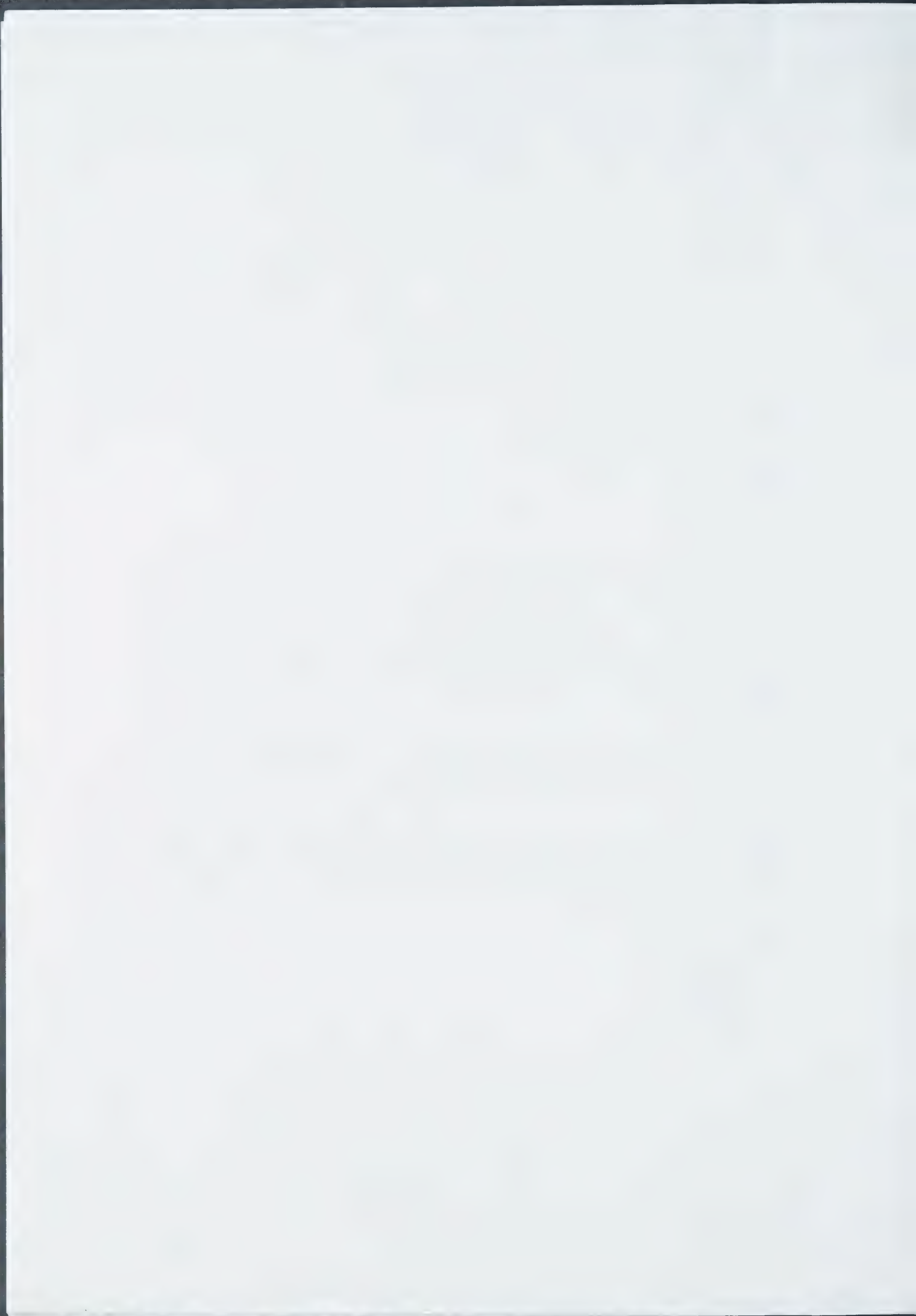
Incidentally I have received an excellent three-page review from the English edition of Angewandte Chemie, the world's most widely read chemical review journal. A German translation will follow shortly. I can let you see this if you can make good use of it.

Yours sincerely

200 SALES } PERIOD TO 30/6/95
10 RETS }

25 SALES } PERIOD TO 31/2/95
11 RETS }

140 SALES TO DATE PERIOD TO 30/6/96.



(A)

Wilehampton Book Services Title Enquiry 16-MAY-96 10:25 CRS

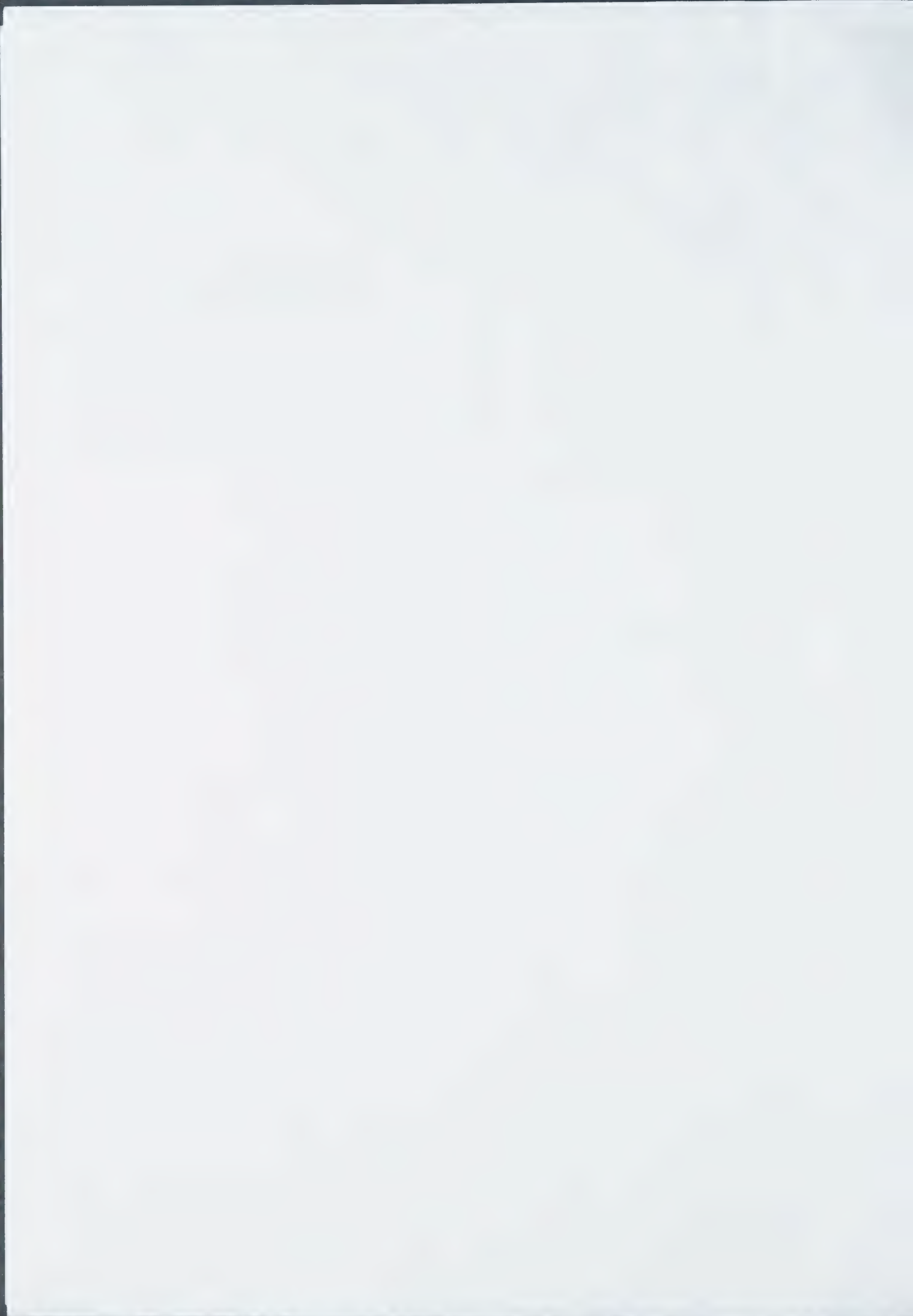
Title : Alfred Bader: Adv.Chemist CollectA/Code: RPN Reprinting No Da
 isbn : 0297834614 Div: WN Orion Group Status: C
 Pub Date: 10-APR-95 Pr: 14.99 P/C: IA W&N Illus. Stock : 5653
 Author : BADER ALFRED P/G ID W&N Illust. HB Bin : BT244
 Ed Type : Hardback Cat: NC No Category Dues : 0

TBY Title Sales Yr on Yr

Sal Typ	Consnee	Dest Ty	Market	Region	Brick	Pack Fl	1995 Net Qty	Net Val	Ret Qty	Ret Val
*	*	*	Home Ma	*	*	*				
1996	Net Qty	Net Val	Ret Qty	Ret Val	1995	Net Qty	Net Val	Ret Qty	Ret Val	
JAN	10	81	3-	24-	JAN	0	0	0	0	
FEB	4	36	0	0	FEB	0	0	0	0	
MAR	30	270	1-	8-	MAR	2160	1422	0	0	
APR	4	36	1-	8-	APR	9	84	0	0	
MAY	4-	20-	5-	30-	MAY	24	224	2-	17-	
JUN	0	0	0	0	JUN	53	403	1-	9-	
JUL	0	0	0	0	JUL	40	383	0	0	
AUG	0	0	0	0	AUG	9	76	13-	117-	
SEP	0	0	0	0	SEP	47-	429-	68-	612-	
OCT	0	0	0	0	OCT	3-	25-	16-	139-	
NOV	0	0	0	0	NOV	7-	37-	22-	169-	
DEC	0	0	0	0	DEC	12	110	0	0	
Tot	44	403	10-	70-	Tot	2250	2210	122-	1061-	

75%
 2249 SALES £2159 1618.52
 - 2000 SUPPLIED TO A.B.
 249 AT NIL.
 3 RETURNS £26 (19.11)
 123 SALES £1115 835.06
 119 RETURNS £1037 (776.90)

RETENTION OF £319.88 WILL BE PAID SPRING 1997



(B)

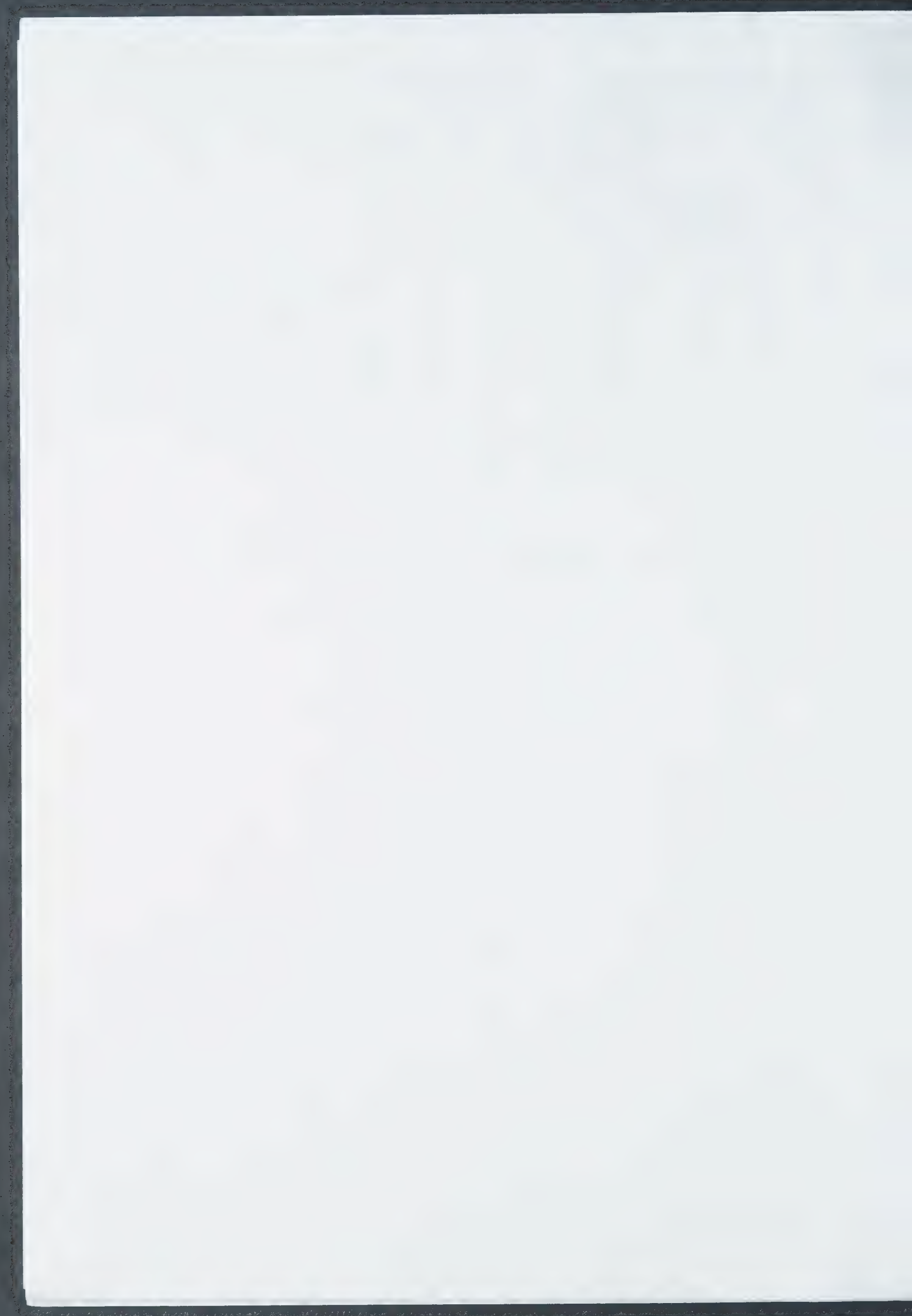
Southampton Book Services Title Enquiry 16-MAY-96 10:25 CRS
 Title : Alfred Bader: Adv.Chemist CollectA/Code: RPN Reprinting No Da
 ISBN : 0297834614 Div: WN Orion Group Status: C
 Pub Date: 10-APR-95 Pr: 14.99 P/C: IA W&N Illus. Stock : 5653
 Author : BADER ALFRED P/G ID W&N Illust. HB Bin : BT244
 Ed Type : Hardback Cat: NC No Category Dues : 0

TBY Title Sales Yr on Yr

Sal Typ	Consnee	Dest Ty	Market	Region	Brick	Pack Fl	1996 Net Qty	Net Val	Ret Qty	Ret Val	1995 Net Qty	Net Val	Ret Qty	Ret Val
*	*	*	Export	*	*	*								
JAN	108	501	0	0	JAN	0	0	0	0	0	JAN	0	0	0
FEB	22	125	0	0	FEB	0	0	0	0	0	FEB	0	0	0
MAR	21	118	0	0	MAR	471	2245	0	0	0	MAR	471	2245	0
APR	19	130	0	0	APR	854	4060	0	0	0	APR	854	4060	0
MAY	0	30	0	0	MAY	0	0	0	0	0	MAY	0	0	0
JUN	0	0	0	0	JUN	5	101	10-	45-	0	JUN	5	101	10-
JUL	0	0	0	0	JUL	3	29	0	0	0	JUL	3	29	0
AUG	0	0	0	0	AUG	6-	4	11-	49-	0	AUG	6-	4	11-
SEP	0	0	0	0	SEP	8	78	0	0	0	SEP	8	78	0
OCT	0	0	0	0	OCT	9	43	2-	11-	0	OCT	9	43	2-
NOV	0	0	0	0	NOV	3	34	0	0	0	NOV	3	34	0
DEC	0	0	0	0	DEC	19	105	0	0	0	DEC	19	105	0
Tot	170	904	0	0	Tot	1366	6699	23-	105-	0	Tot	1366	6699	23-

75%
 1340 SALES £6451 4837.87
 10 RETS £ 45 (33.73)
 49 SALES £343 265.01
 13 RETS £ 60. (44.99)

RETENTION OF £960.82 WILL BE PAID SPRING 1997



(c)

FILE ENQUIRY - Royalties (Title sequence)

Isbn:0297834614 Alfred Bader: Adv.Chemist Collector Pub:10-04-95 Rop:H Per:9606

Aut:104130 DR.ALFRED BADER

Pay:104468 CLOSE BROTHERS LIMITED

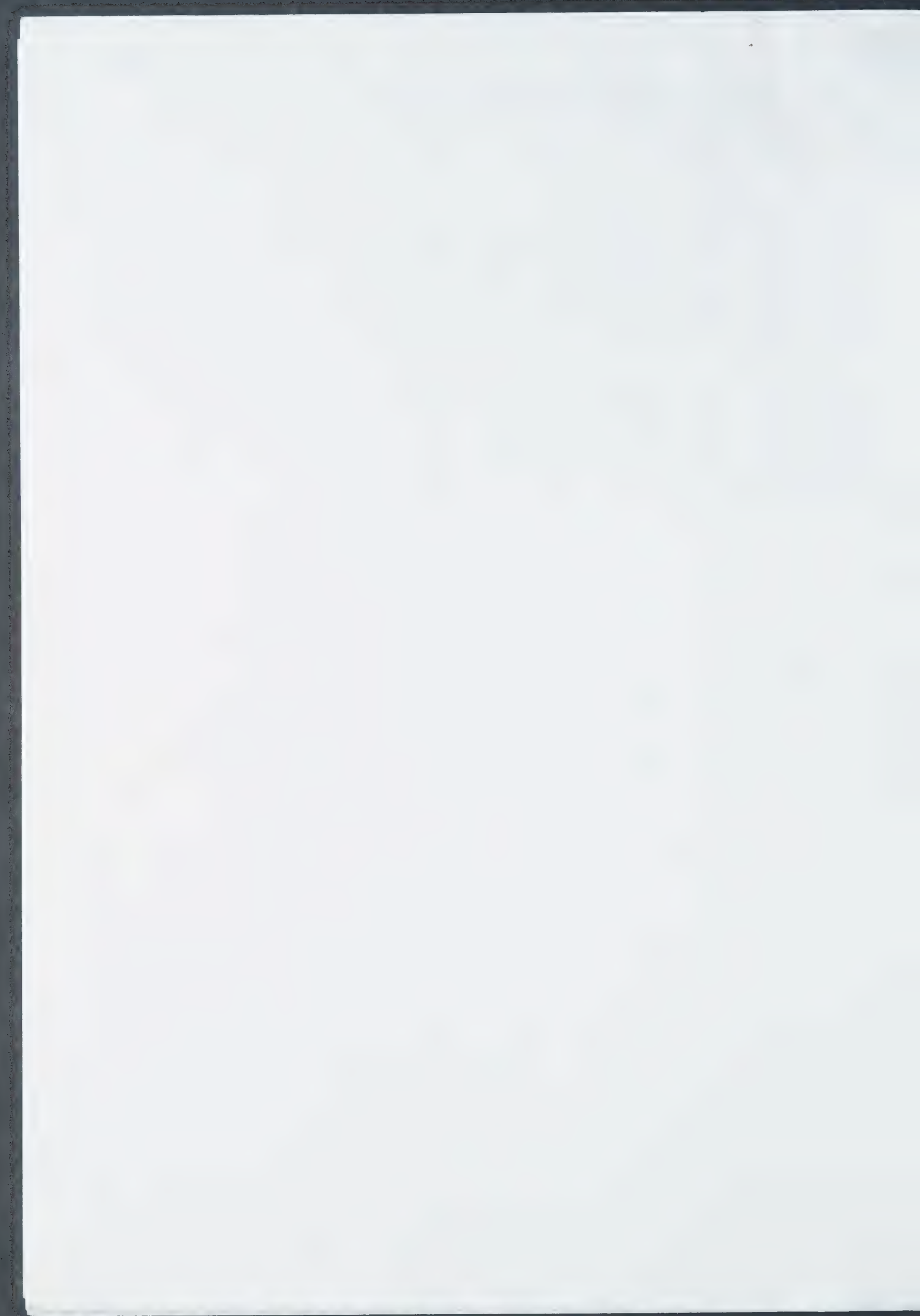
RLS Ledger by Title/Author Period * Type * Flag *

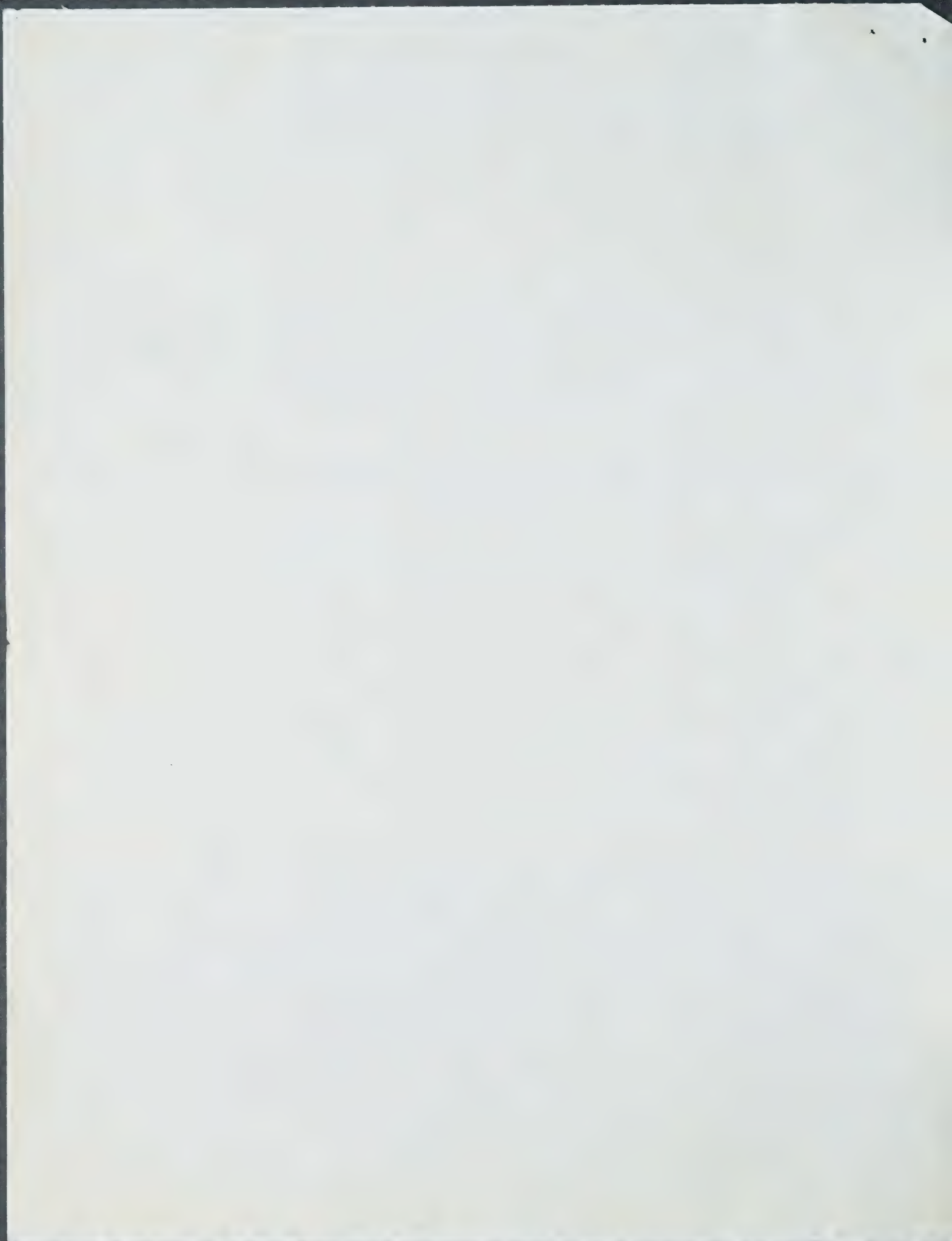
Line	Isbn	Author	Text	Type	Value	VTRA
----- Period 9506 -----						
2	0297834614	104130	Retention 20.00% of 1599.41 He	RETV	319.88-	H
3	0297834614	104130	249 Home Sales 75.00% Proce	EARN	1618.52	H
4	0297834614	104130	3 Home Returns 75.00% Pro	EARN	19.11-	H
5	0297834614	104130	Retention 20.00% of 4804.14 He	RETV	960.82-	H
6	0297834614	104130	1330 Export Sales 75.00% Pro	EARN	4837.87	H
7	0297834614	104130	10 Export Returns 75.00% P	EARN	33.73-	H
8	0297834614	104130	Title Balance due	DUE	5122.85-	H
Total for period 9506					0.00	
----- Period 9512 -----						
11	0297834614	104130	123 Home Sales 75.00% Proce	EARN	835.06	H
12	0297834614	104130	13 Export Returns 75.00% P	EARN	44.99-	H
13	0297834614	104130	49 Export Sales 75.00% Pro	EARN	265.01	H
14	0297834614	104130	119 Home Returns 75.00% Pro	EARN	776.90-	H
15	0297834614	104130	Title Balance due	DUE	278.18-	H
Total for period 9512					0.00	
Select item then PF2 to expand ----->					17 Entries	

Query from Jetty.

> Why 77.54 for 4 copies?

> That's the adv 200 copies in that period





THE ORION PUBLISHING GROUP LTD

Royalty Dept: Orion House, 5 Upper St. Martin's Lane, London WC2H 9EA

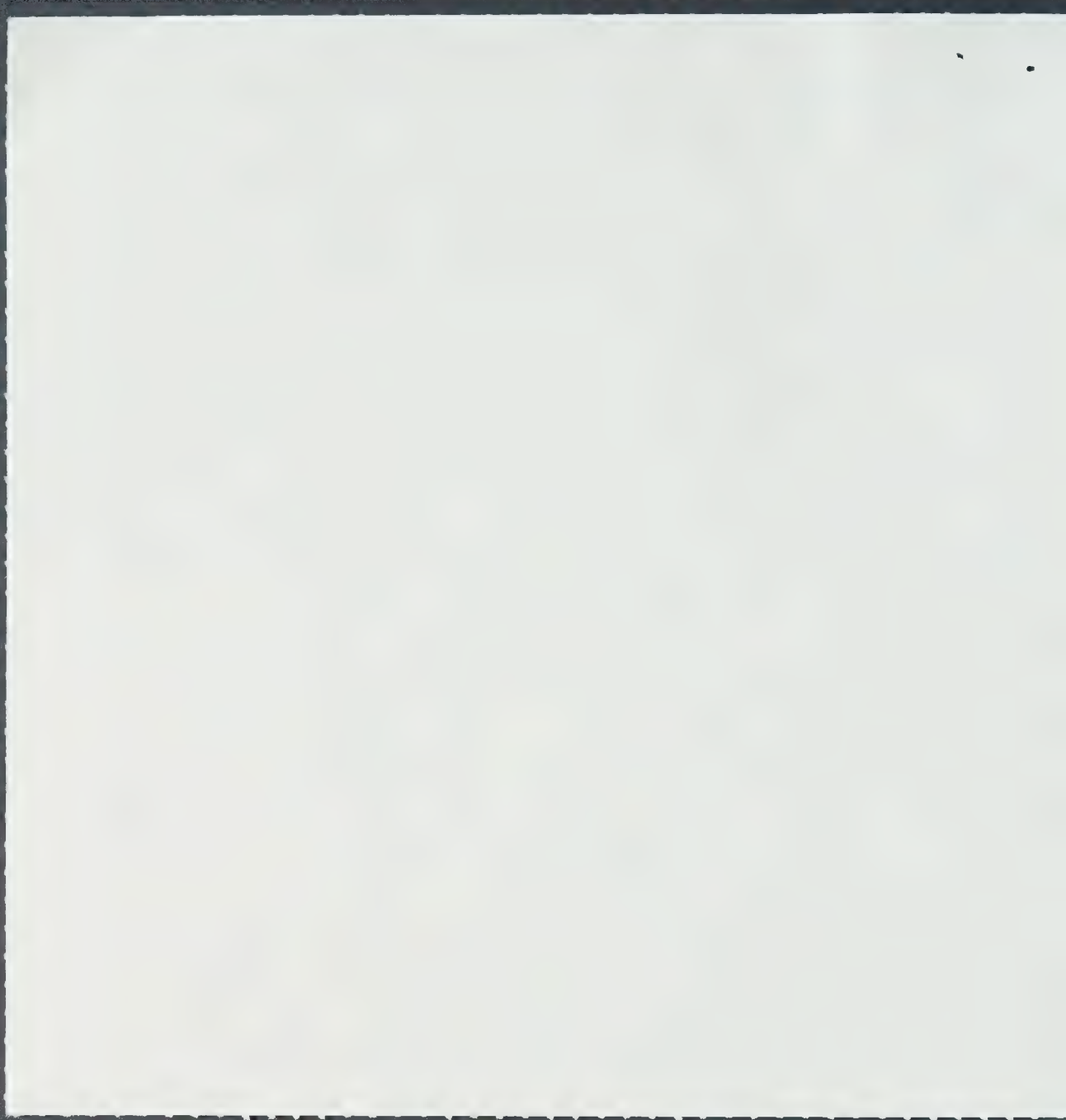
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STATEMENT NUMBER 00015200 FOR THE PERIOD 01-07-95 TO 31-12-95 PAGE 1
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 A/C DR. ALFRED BADER NO. 280401

DR. ALFRED BADER

OUR A/C REF: 104468

AUTHOR NO: 104130

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0297834614	ALFRED BADER: ADV. CHEMIST COLLECTOR PUB: 10-APR-95 PUB PRICE 14.99				
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