

Custom Publishing

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April 21, 2003

Thomas W. Downs
1036 Brandywine Road
Tuscaloosa, AL 35406

Dear Professor Downs:

This letter will confirm that Thomson Learning Custom Publishing, ("Publisher") and you ("Author") are parties to an agreement dated April 9, 2002 (the "Agreement") for the publication of a work entitled Structure of Finance, 3E, including any and all supplements (the "Work").

It is hereby agreed that upon execution by both parties of this letter:

1. The Publisher hereby assigns to Author all rights, title and interest in and to the copyright to the Work in print form or any other form as described in the Agreement.
2. Neither party shall have any further obligation to the other under the Agreement, except that Section 5 of the Agreement (Representations and Warranties) shall survive the execution of this letter.
3. The parties release and discharge each other (and their representative officers, directors, affiliates, agents, employees, successors and assigns) from any liability for any claims that either of them may have had or may have now or in the future, whether known or unknown, under or arising out of the Agreement. The parties both represent and warrant that neither has assigned the Agreement, nor any rights arising there under, and Publisher specifically represents and warrants that it has not licensed any third parties to publish, use or adapt the Work, or any part of the Work.
4. Author and Publisher acknowledge that they, and each of them are aware of and are familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, may have materially affected his settlement with the debtor."

5. Author and Publisher, and each of them do hereby waive and relinquish all rights and benefits which they may have under Section 1542 of the California Civil Code, or the law of any other state of jurisdiction or common law principle, to the same or similar effect.

It is further agreed, that the University of Alabama – Tuscaloosa for summer semester 2003, shall utilize the remaining inventory of 322 copies that the Publisher has in stock.

If the aforesaid accurately reflects our agreement, please sign the enclosed copy of this letter and return it to me. The original is for your files.

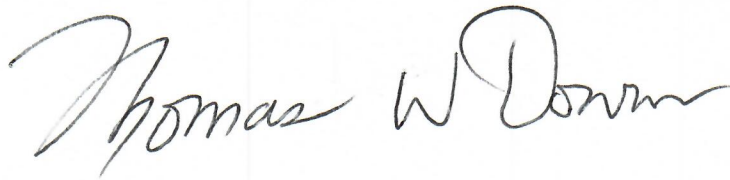
Sincerely,

Dreis Van Landuyt
Vice President of Product Development
Thomson Learning Custom Publishing

Agreed to and Accepted:



4-21-03
Date



4-22-03