SCHOLASTIC INC. HARRY POTTER AND THE HALF-BLOOD PRINCE AGREEMENT

(supplement to the Scholastic 2005 On-Sale Date Policy Contract)

- It is absolutely imperative that you abide by the *Harry Potter and the Half-Blood Prince* national on-sale date of Saturday, July 16th, 2005. If you receive your copies prior to July 16th, you must ensure that these books are kept secure and not placed on the selling floor, sold, distributed, or leave your secure environment (except as set forth below*) prior to the on-sale date. This includes distribution to your staff and distribution of complimentary copies.
- All distributors (wholesalers, jobbers, etc.) must agree to send a blank copy of this Agreement, as well as a blank copy of the 2005 Scholastic On-Sale Date Policy Contract, to their accounts who will be selling *Harry Potter and the Half-Blood Prince*. The accounts must fill out and return both forms to the distributor. Both forms are available at the Harry Potter Bookseller Desk at: scholastic.com/custsupport/booksellers/harrypotter.htm or an email request may be made to hboltson@scholastic.com Please include your phone number and the fax number of where the forms should be sent.
- * Any retailers, including on-line retailers, who wish to ship to their customers prior to the on-sale date, may do so only with prior approval from Scholastic. The earliest ship date allowed will be Friday, July 15th. No customer may receive the book prior to July 16th. Requests for an Early Shipping Permission form for permission to ship one day early should be made in writing to Scholastic Inc., 557 Broadway, Attn: Helen Boltson, New York, NY 10012, or via email to hboltson@scholastic.com with the subject "Request for Early Shipping Permission", or via fax to 212/389-3065.

In addition to the consequences which apply to violations of the 2005 Scholastic On-Sale Date Policy, and without limiting Scholastic's rights and remedies, any violation of the restrictions found in this Agreement will result in Scholastic's refusal to early ship to the violating account any future Harry Potter titles. In the event a distributor's account violates any of the restrictions found in this Agreement, Scholastic will require the distributor to not ship any future Harry Potter titles to the violating account until the corresponding on-sale date. All other terms and conditions of the 2005 Scholastic On-Sale Date Policy still apply and remain in full force and effect. Scholastic intends to monitor the *Harry Potter and the Half-Blood Prince* laydown very closely. We appreciate your complete cooperation.

"I have read the On-Sale Date Announcement and this Agreement concerning the on-sale date for *Harry Potter and the Half-Blood Prince* and agree to abide by the conditions set forth above. Furthermore, I will make sure all the appropriate personnel at our company are informed of, and comply with, this Agreement and its restrictions. If my company is a distributor, I agree to ensure my accounts sign a copy of this Agreement and the 2005 Scholastic On-Sale Date Policy Contract."

| Date: | Account number: | |
|-----------------------------|-----------------|----------|
| Signature: | | |
| Printed name of the signer: | | |
| Phone number of the signer: | | |
| Account name: | | |
| Statement address: | | (Street) |
| | (City, State, Z | ip Code) |

This Agreement must be signed and returned no later than April 1, 2005 to:

Helen Boltson, Scholastic Inc., 557 Broadway, 8th Floor, New York, NY 10012

Fax #: 212/389-3065