

4 February 1985

Dear David,

In the process of composing the accompanying letter of February 1st., I have had a good opportunity to sit down and take a more objective look at our present situation. It is my sincere opinion that unless you make some effort to re-affirm the provisions of your offer of July 25, 1984 which is a clearly expressed written proposal and not a gentleman's agreement as you have since described it, then Scott and I are going to be forced to look elsewhere to have the color printing done. I think that you should keep in mind the fact that my brother and I have acted in good faith in reliance upon the provisions and the spirit of that July 25th offer and that it is you who have changed your mind about your offers thus causing the delays of the last month.

Since early January I have been prepared to give you a check contingent upon our signing a contract, a written agreement that would have been based upon your July 25th offer and your verbal assurance that I could have a lien on your presses until you had done the amount of work equal to the value of the liens. Though my attorneys did advise me against paying so much money up front and thus becoming in effect your banker, they, nevertheless, were willing to abide by my decision should I have wished to do so. Contrary to what you or your father might think, they have in no way obstructed the process of our reaching a contract. The contract that I first submitted to you and with which you and your father were suddenly so uncomfortable, was a contract which I wrote myself based almost completely upon your previous offers. But since you have decided to back away from your earlier promises, I think that it is much better for both of us to forget about your taking on the task of doing the color printing.

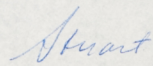
By returning to our previous arrangement by which you would design and print the text only, then you and your parents, Scott, Ralph and I will be relieved of a great deal of anxiety. I can assure you that Scott and I will see to it that the color work will be of the first quality, because ultimately it is the paintings which will determine the importance of this book, not its format, or the Graves and Gentling texts or even the printing and design by Wind River

Press. The public is primarily interested in the pictures, and if Scott and I do not satisfy our customers with good reproductions delivered within a reasonable time, all the other facets of our book, important as they are, will not be enough to guarantee the book's success.

If you still wish to design and print the text as we have previously agreed, then I will get all the manuscript to you within three weeks, and you can determine your new budget and the approximate completion time. If we can reach a new agreement then I will send you another deposite, and we will get on with the job. As far as my previous deposite of \$9,000.00 is concerned, you can simply apply it toward the costs of your work on the text. I do not think that it is fair for you to deduct any expenses which you might have incurred in getting your color press, since I sent that money in reliance upon your written offers which you have since abjured. When it comes to matching preliminary expenses, I am quite certain that I have spent dollar for dollar easily as much as you in increased legal expenses and the interest costs for the money which has been sitting in the bank waiting for you since you changed your mind.

David, I would like a decision from you within a week from the day on which you receive this letter. Timing is becoming very critical, and as each day which passes without progress places my brother and me in the position of disappointing our customers, we must get things moving as quickly as possible. I hope that we will still be able to work together, but if not, I still think that I have learned a lot as a neophyte in this business, and I certainly do not regret having gotten to know you. Perhaps, if not now, we still might be able to work together in the future when you feel secure and more firmly established in your business.

Sincerely yours,



Stuart W. Gentling