

March 14, 1986

After the Escrow Account is set up but before any payments are made to the printer, it is necessary for the Printer and Publisher to understand and agree to the following points:

1) Printer's cost prices are to be frozen as of _____, based on William Holman's outline of October, 1985 for a book of 128 sheets.

2) Printer must give a schedule of performance by which the Publisher or his appointed agents can monitor the Printer's progress. The Publisher would like to be given two possible completion dates, an early possible deadline which, if met, will earn the Printer three (3) regular copies of the Gentling book as a bonus, and a final deadline after which the Printer will be liable. See topic #3.

A. If either the color press or the letter press breaks down necessitating a likely delay of more than two weeks, the Publisher should be duly informed in writing and by phone. Publisher should be informed of any other delays of more than two weeks which are caused for any other reason.

B. In order to maintain the agreed upon schedule the Publisher reserves the right to contract parts of the color work and text to other printers if delays extend more than a month beyond any point of the final deadline schedule of performance, or if it becomes evident that the Printer will not be able to meet the final deadline. The earliest possible deadline is more flexible.

3) DEADLINES:

A. The printer must give Publisher a date for the earliest possible completion of the Publisher's book. This date is: _____. If the Printer meets this schedule he will be given three regular copies of the Gentling book valued at \$7,500.00 as a bonus.

B. A final deadline date of _____ must be given to the Publisher by the Printer. If the book is not finished and delivered to the Publisher by this final date, a daily penalty equal to the daily cost of the Publisher's publishing loans for the Camp Bowie National Bank will be charged to the printer until the work is completed. Printer must also reimburse Publisher for current subscriptions cancelled after the final deadline date.

4) Printer David Holman must allow William Holman to help him with the design and printing of the text and any other work which William Holman wishes to do to

meet production schedules and the deadline.

5) The Printer should give the publisher at least 50 of the discardable print proofs taken off the floor at no cost.

6) all the necessary paper must be purchased and paid for up front and proof of such purchase and delivery to Printer's premises given to Publisher.

7) William Holman must acknowledge that the twelve (12) regular copies and the Artist's copy received in part on March 13, 1986 have the market value of \$2,500 for each regular copy and \$5,000 for the artist's copy, such value having already been determined by previous sales. This is the value of potential income lost to the Publisher. These books do not effect the amount of the Printer's estimated costs in his bill of March 14, 1986.

8) On the establishment of the Escrow account in the Printer's name, the Printer promises to release his lien on the Publisher's property of the original Audubon watercolor titled, the Boat-tailed Grackle, and also release his lien on the Publisher's four Amsterdam Audubon books.

9) Printer promises never to hold any original Gentling art work, especially the original bird paintings created for their book, if such paintings are sent to the printer or color separator.

Signed _____

William Holman, Printer

Signed _____

Stuart W. Gentling, publisher

DATE: _____

AGREEMENT FOR CO-SIGNATURE

In return for a co-signature to expedite a three-month term note for a loan of \$125,000 from the Camp Bowie National Bank we, the undersigned, will give to the co-signer ten (10) complete copies of the Gentling book entitled, OF BIRDS AND TEXAS. Each copy will be signed and numbered by the artists.

In addition to the ten complete copies the Gentlings will include within each book one (1) remarked page containing an original watercolor study of a Texas bird drawn life-size and signed by one or both of the Gentlings. Each watercolor will bear the volume number of the particular book in which it is included.

The current market value of each regular copy is \$2,500. The current value of each remarked watercolor is \$2,000. The ten remarked copies given in consideration for the co-signature, then, will have a value of \$4,500 each or \$45,000 for the lot when received by the co-signer.

Should the co-signer wish to sell one or all of his remarked copies, the Gentlings or their appointed agents will sell said copies at no handling charge or commission cost to co-signer.

Stuart W. Gentling,