

RALPH CARR
2306 Kenley
Fort Worth, Texas 76107

Mr. Scott Gentling
Mr. Stuart Gentling
902 Boland
Fort Worth, Texas 76107

Re: Of Birds and Texas Project

Dear Scott and Stuart:

This letter is intended to set forth our agreements with respect to the production and marketing of the limited edition book entitled "Of Birds and Texas" and the paintings and prints forming the subject matter of the book (The "project"). As you know, I have managed the project from its inception.

Our agreement is that in consideration of my management services and marketing efforts, you have agreed to pay to me ten percent (10%) of the gross profit from the project. Gross profit means the total revenues generated by the (i) sales of the original paintings forming the subject matter of the book, (ii) sales of the books (including the 500 signed and numbered books and the 25 artists' proof books); and (iii) sales of the prints of the original paintings, whether sold as a set or individually, less the actual costs and expenses incurred in connection with the production and marketing of the project, as such costs and expenses shall be determined by the independent accountant for the project. Gross revenues shall also include any books or prints given away by either of you, valued at their then current sales price.

We have also agreed that I will serve as the exclusive marketing agent for the project until all books and prints are sold. Provided, however, in the event I have not sold or contracted to sell 500 books within three (3) years from the date of publication of the book, you shall have the option to terminate the exclusivity of my agency, and retain others to assist in the marketing of the project. In the event my exclusive marketing agency is terminated, I will still be entitled to my ten percent (10%) of the gross profit from the project; provided, however, any commissions paid to others shall be considered a marketing expense for purposes of calculating gross profits.

Initially, the books and prints shall be valued and sold at the following amounts:

A. The 500 signed and numbered books shall be valued and sold for \$2,500 each;

B. The 25 artists' proof books shall be valued and sold for \$5,000 each;

C. Fifty complete sets of 40 prints shall be valued and sold as a package for \$10,000 each; and

D. Two hundred complete sets of 40 prints shall be valued and sold by the individual print for \$200 per print.

We acknowledge that the above prices may be changed upon our mutual agreement.

At such point in time that gross revenues from the project equal the actual costs and expenses of the project incurred through the publication date (the "profit date"), my share of the gross profits shall then become payable monthly, calculated at the rate of ten percent (10%) of gross revenues from all sales of the project from and after the profit date during each month, less any incidental expenses incurred during each such month. My share of the gross profits shall be paid by the tenth (10th) day of each month, covering sales made in the immediately preceding month.

This agreement shall inure to the benefit of and be binding upon our respective heirs and representatives.

Mr. Scott Gentling
Mr. Stuart Gentling
Page 3

If the above accurately sets forth our agreement,
I would appreciate your signing this letter and the enclosed
copy and returning one fully signed copy to me.

Sincerely,

Ralph Carr

Agreed and Accepted this
_____ day of _____, 1986.

Scott Gentling

Stuart Gentling