

Christina Ward

LITERARY AGENCY

October 12, 1992

Stuart Gentling
Scott Gentling
4801 Harley Street
Fort Worth, Texas 76107

Dear Stuart and Scott:

This letter will confirm your appointment of me as your sole and exclusive literary agent for the work specified below throughout the world pursuant to the following agreements and understandings:

I shall counsel and advise you professionally and shall exercise my best efforts in marketing your book that is tentatively entitled OF BIRDS AND TEXAS*, and promoting your professional standing. I retain the right to render my services to anyone else in any capacity, and to appoint others to assist me in fulfilling this agreement, including subagents.

I agree to negotiate on your behalf and to submit to you any offers received. No agreement shall bind you without your consent and signature.

I agree to collect and receive for you all money due you from marketing your literary rights, to hold that money while it is in my possession and control, and to remit it to you promptly after I receive it. I shall be entitled to retain as my full agency commission 15% of all such money collected. If I appoint a subagent in connection with the sale of any foreign rights or rights in another medium (film, television, and others by agreement), the combined commission for me and all such subagents shall not exceed 20% (which I shall be entitled to retain as my and their full commission). I will also be entitled to deduct and retain from such money the full amount of bound books and/or galleys for serial, foreign, or related rights; international or domestic (in excess of 2000 miles) telephone calls, telexes, FAX messages; express mail and certified mail expenses; and other mutually-approved expenses. However, I will not incur any such expense in excess of \$100 without your prior written approval.

If a contract for the work is signed while this agreement is still fully in effect, I will continue to be entitled to my commission on all moneys paid under that contract even if

*and which includes an introduction by John Graves



this agreement should later be cancelled.

I shall maintain accurate books and records of your account. You shall have the right to inspect and audit those books once per year, at your expense, during normal business hours at my place of business. If the audit uncovers an error in my favor greater than \$500, I will bear the expense.

Either party may cancel this agreement by notifying the other by registered mail, return receipt requested, and the cancellation will become effective thirty days thereafter. Within 10 days of any such notification, I will submit to you a written list of those publishers who are still considering your manuscript and the day I submitted it to them (such publishers being hereafter referred to as "Pending Publishers"). Also, following such notification, I will not submit your work to anyone else.

In the event of any such cancellation, I shall be entitled to my commission if a Pending Publisher notifies you or me that it wants to publish the book and a contract results. Your obligation to pay me my commission for a contract signed with a Pending Publisher based on my submission will cease, as to each such publisher, when such publisher advises you or me that it does not intend to make an offer for your book (or withdraws an offer it has made) or when the manuscript submitted by me ceases to be under active, good faith consideration by such publisher.

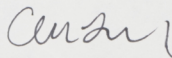
In connection with the foregoing, I agree to use my best efforts to obtain, within 60 days after any such notification of cancellation, a definitive yes or no answer from each Pending Publisher as to whether or not they will offer you a book contract for your project.

Our agreement may be changed on by a written instrument signed by both of us. The agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any controversy or claim arising out of or related to this agreement, or the breach thereof, shall be settled by arbitration (in Boston, Massachusetts) in accordance with the commercial arbitration rules of the American Arbitration Association, and the judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Each of us represents and warrants that we are free to enter into and fully perform this agreement, and that we do not have nor shall have any contract or obligation which conflicts with its provisions.

Very truly yours,

Agreed and accepted:


Christina Ward

Dated:

*Original
Signed and Dated by both of
us on 3 May 1993*