

AGREEMENT

Agreement made Jan. 7th, 1986 between the Joint Venture, "The Gentling Book of Texas Birds", having its place of business at 902 Boland Street, Fort Worth, Texas 76107, herein referred to as Publisher, and David Holman, an individual whose business address is 3403 Andtree, Austin, Texas 78724 herein referred to as Printer.

RECITAL

The Printer has been in the process of printing the book Of Birds and Texas, for the Publisher. As of January 1, 1985 the publisher does owe the Printer some \$69,000 in past due invoice and in supplies, type setting and color separations which he has been instructed to order for the future printing of the book.

In view of these responsibilities, the Printer has been holding some 29 original pieces of art as collateral for the unpaid debt. The Gentlings would like to exhibit the original pieces of art at a Museum exhibit in Fort Worth and would like to secure the return of these pieces of art.

The Printer is willing to release the original pieces of art if the Publisher will place up substantial collateral in their place and agree to other provisions of this agreement to compensate the Printer for his ^{with 10 complete books income} loss of ^{income} during the downtime while he has searched for other work, and for the constant negotiations and inordinate loss of time the Printer has lost in an attempt to settle up the unpaid accounts.

Whereby both parties might take the next steps in clearing up outstanding obligations and then resuming production on the book, the parties agree as follows:

- I. To pay David Holman \$5000. cashier's check to be mailed by overnight Mail to William R. Holman. This check is due no later than on January 13, 1986.

In turn, the Printer, David Holman agrees to pay this total sum on invoices due for the Gentling bird project.

- II. To put up collateral by delivering a clear title and said goods, property and other materials described below. These are to be delivered prior to the original art being picked up at the Printer's place of business.

- a. One copy of John J. Audbon's **Birds of America**, 4 volume reprint edition, Amsterdam, 1972-73.

This book is to be returned to the Publisher when all of the production costs have been paid to the Printer.

The printer is agreeable, however, to let the publisher use this work as collateral for a loan, if said loan is set up in an escrow account in an Austin, Bank - made payable only to David Holman for work completed. The Publisher may designate anyone he desires/together with a bank officer to pay within 7 days after an invoice is submitted by the Printer.

It is further agreed that this book is to remain in the Printer's possession until such loan has been arranged, agreed upon, and actually established as outlined. The book may be shown as evidence of condition but possession is not to be surrendered until the loan is finalized and the monies are placed in escrow.

- Great Crow Blackbird*
Red-shouldered Hawk
b. Deliver and attest that there are no outstanding liens or debts against an original piece of art by **John James Audubon, Original art "Red-shouldered Hawk"**

Also, the publisher is to send the Printer, within 60 days a copy of an appraisal and provenance statement which the Publisher is now having done in New York.

This piece of art is to be returned to the Publisher when all debts to the printer have been paid.

However, the Printer agrees, if the art work is needed as whole or part of collateral for a loan - to repay any outstanding invoices due plus any debts owed by the printer directly related to the Publisher's book and also set up a special escrow account in an Austin bank whereby some \$90,000 will be made expressly available to David Holman --to pay for future work to complete the book. The payments will be made within 7 days of the Printer's submitted invoice. The checks to be signed by a bank officer and any other person designated by the Publisher. Payments will be made only to David Holman.

- David Holman or William Holman to show the art work to any bank officer but reserve the right to maintain possession until loan is established.
- c. If needed, the Publisher agrees to use other assets, inventory, property or sales orders for collateral to arrange a loan for the payment of the remaining balance on invoices due and future work to complete the Publishers book. Any loans will provide an escrow account in Austin with direct payment to David Holman, upon signature of anyone the Publisher should designate.

III. The Publisher agrees to transfer to the Printer a total of thirteen finished boxes together with thirteen sets of all the 27 color Plates which have been printed to date, each signed by the artists. (This includes the three copies incorporated in the original contract.) One of these thirteen copies will be a special limited artist edition.

These boxes and prints are to be prepared by the Publisher and the Printer or William R. Holman will pick them up on Fort worth within two weeks to 4 weeks from the Publisher in Fort Worth.

IV. The Publisher agrees to delay any further announcement date for the publication of the book until he receives in writing a mutually agreeable date from William R. Holman.

Signed this 7th day of January, 1986 by:

Stuart W. Gentling
Stuart Gentling. Publisher

David Holman
David Holman Printer

witnessed by: Lucy Ford 1/7/86