

**ANGEL CITY PRESS
AUTHOR AGREEMENTS**

ATTACHMENT B

Item	Name	Title	Subtitle	Author
1	ABLA	The Autograph Book of L.A.	Improvements on the Page of the City	Josh Kun
2	ACCC	A Country Called California	Photographs 1850s to 1960s	Stephen White
3	AILA	After/Image	Los Angeles Outside the Frame	Lynell George
4	AIRT	This is AirTalk	20 Years of Conversation on 89.3 KPCC	Larry Mantle
5	AMGR	Amazing Grace in America	Our Spiritual National Anthem	Mary Rourke & Emily Gwathmey
6	BARK	Barkley	A Dog's Journey	Al Martinez
7	BARS	The 101 Best Bars of Los Angeles	A Libationary Guide to the City's Finest Saloons, Pubs and Watering Holes... Plus Some Delightful Dives	Frank Mulvey
8	BBMT	Enchanted Strings	A History of Bob Baker Marionette Theater	Randal Metz
9	BELA	Becoming Los Angeles	Myth, Memory, and a Sense of Place	D.J. Waldie
10	BHCO	Beverly Hills Confidential	A Century of Stars, Scandals and Murders	Barbara Schroeder & Clark Fogg
11	BLLA	Barbie Loves L.A.	America's Favorite Doll Sees the Sites	Greg LaVoi
12	BRAC	Brown Acres	An Intimate History of the Los Angeles Sewers	Anna Sklar
13	BRMA	Bowlarama		Chris Nichols
14	BUGP	The Volkswagen Bug Book	A Celebration of Beetle Culture	Dan Ouellette
15	BUNK	Bunker Hill Los Angeles	Essence of Sunshine and Noir	Nathan Marsak
16	C2CO	From Cows to Concrete	The Rise and Fall of Farming in Los Angeles	Rachel Surls & Judith Gerber
17	CAED	California Eden	Heritage Landscapes of the Golden State	Christine Edstrom O'Hara & Susan Ch
18	CHA	Chasens, Where Hollywood Dined	Recipes and Memories	Betty Goodwin
19	CLIN	Clifton's and Clifford Clinton	A Cafeteria and a Crusader	Edmond Clinton
20	CLPP	Cowboy Love Poetry	Verse From the Heart of the West	Paddy Calistro & Jack Lamb
21	CLUB	Clubhouse Turn	The Twilight of Hollywood Park Race Track	Michele Asselin
22	CNAP	Bar Keeps	A Collection of California Cocktail Napkins	Patrick Quinn
23	COGR	Common Ground	Multifamily Housing in Los Angeles	Frances Anderton
24	COLC	Colcord--Home		Bret Parsons
25	CORI	Corita Kent. Art and Soul. The Biography.		April Dammann
26	CRST	Crestwood Hills	The Chronicle of a Modern Utopia	Cory Buckner
27	CSPN	California's Spanish Place Names	What They Mean and the History They Reveal	Barbara Marinacci & Rudy Marinacci
28	DISH	American Dish	100 Recipes From Ten Delicious Decades	Merrill Shindler
29	DODE	Downtown in Detail	Close-up on the Historic Buildings of Downtown Los Angeles	Tom Zimmerman
30	DREA	Dreamers in Dream City		Harry Chandler

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31	DRFO	Driving Force	Automobiles and the New American City, 1900–1930	Darryl Holter
32	DTLA	Real City	Downtown Los Angeles Inside/Out	Marissa Roth images; text by D.J. Wal
33	FULI	Full of Life	A Biography of John Fante	Stephen Cooper
34	GOLF	Golf in Hollywood	Where the Stars Come Out to Play	Robert Z. Chew & David Pavoni
35	GOMO	Googie Modern	Architectural Drawings of Ahmet Davis Newlove	Michael Murphy
36	GUTH	Woody Guthrie L.A. 1937 to 1941		Darryl Holter & William Deverell
37	HARP	Harlow in Hollywood	The Blonde Bombshell in the Glamour Capital, 1928-1937	Darrell Rooney & Mark Vieira
38	HCHI	Hollywood Chinese	The Chinese in American Feature Films	Arthur Dong
39	HDJ	Hollywood du Jour	Lost Recipes of Legendary Hollywood Haunts	Betty Goodwin
40	HLL	Hollywood's Latin Lovers	Latino, Italian and French Men Who Make the Screen Smolder	Victoria Thomas
41	HOSI	Hollywood Signs	Mid-Century Neon, Graphics, and Glamour	Kathy Kikkert
42	INLA	Inventing L.A.	The Chandlers and Their Times	Bill Boyarsky
43	JAZZ	Monterey Jazz Festival	Forty Legendary Years	William Minor
44	JUDS	Judson	Innovation in Stained Glass	David Judson & Steffie Nelson
45	KAFI	Kathy Fiscus	A Tragedy that Transfixed the Nation	William Deverell
46	KANE	Citizen Kane	A Filmmaker's Journey	Harlan Lebo
47	KAOS	KAOS Theory	The Afrokosmic Ark of Ben Caldwell	Ben Caldwell & Robeson Taj Frazier
48	KNOP	Knott's Preserved	From Boysenberry to Theme Park, the History of Knott's Berry Farm	Christopher Merritt & J. Eric Lynxwiler
49	LACH	Los Angeles City Hall	An American Icon	Stephen Gee
50	LACL	Los Angeles Central Library	A History of its Art and Architecture	Arnold Schwartzman & Stephen Gee
51	LAPA	L.A. Painter	The City I Know/The City I See	Karla Klarin
52	LAR2	Rio L.A. [2022 edition]	Tales from the Los Angeles River	Patt Morrison & Marc Lamonica
53	LDLA	To Live and Dine in L.A.	Menus And The Making of the Modern City / from the Collection of the Los Angeles Public Library	Josh Kun
54	MABL	Mabel and Me	a novel about the Movies	Jon Boorstin
55	MBCH	Remembering Muscle Beach	Where Hard Bodies Began—Photographs and Memories	Harold Zinkin
56	NAVA	Sacred Material	The Art of the Tapestries of the Cathedral of Our Lady of the Angels	John Nava
57	NOIR	Noir Afloat	Tony Cornero and the Notorious Gambling Ships of Southern California	Ernest Marquez
58	NOWP	Now Playing	Hand-Painted Poster Art from the 1910s through the 1950s	Anthony Slide & Jane B. Powell & Lori

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59	OCTB	A Handful of Earth, A Handful of Sky	The World of Octavia E. Butler	Lynell George
60	ORNG	The Orange and the Dream of California		David Boulé
61	PAPR	Paradise Promoted	The Booster Campaign That Created Los Angeles 1870-1930	Tom Zimmerman
62	PARK	Iconic Vision	John Parkinson, Architect of Los Angeles	Stephen Gee
63	PLAY	Play by Play	Los Angeles Sports Photography 1889-1989	David Davis
64	POPA	Hollywood Poolside	Classic Images of Legendary Stars	Frans Evenhuis
65	PRLA	Preserving Los Angeles	How Historic Places Can Transform America's Cities	Ken Bernstein
66	RBSP	Rock 'n' Roll Billboards of the Sunset Strip		Robert Landau
67	RGWG	An Architectural Guide to Los Angeles	Fully Revised 6th Edition	David Gebhard & Robert Winter & Robert
68	RIBI	Hollywood Rides a Bike	Cycling with the Stars	Steven Rea
69	SKLA	Songs in the Key of Los Angeles	Sheet Music from the Collection of the Los Angeles Public Library	Josh Kun
70	SLDC	The Secret Sex Life of Dogs and Cats		Bernadine Cruz
71	SMBP	Santa Monica Beach	A Collector's Pictorial History	Ernest Marquez
72	SMLA	Small Museums of LA [*** no official title yet ***]	[*** no official title yet ***]	Todd Lerew
73	SMMT	The Santa Monica Mountains	Range on the Edge	Tom Gamache & Matt Jaffe
74	SMPR	Santa Monica Pier	A Century on the Last Great Pleasure Pier	James Harris
75	SPIL	Spectacular Illumination	Neon Los Angeles, 1925-1965	Tom Zimmerman & J. Eric Lynxwiler
76	STEN	Exhibitionist	Earl Stendahl—Art Dealer as Impresario	April Dammann
77	STPR	Don't Stop the Presses	Truth, Justice, and the American Newspaper	Patt Morrison
78	SUST	Tales From the Strip	A Century in the Fast Lane	Van Gordon Sauter & Robert Landau &
79	SYMS	Symphony in Steel	Walt Disney Concert Hall Goes Up	Gary Leonard
80	TMLA	Thomas Mann's Los Angeles	Stories from Exile 1940-1952	Nikolai Blaumer & Benno Herz
81	TW9P	Twentynine Palms	A True Story of Murder, The Marines, and The Mojave	Deanne Stillman
82	UNST	Los Angeles Union Station	Tracks to the Future	William Bradley
83	WHWA	Where We Are Now	Notes from Los Angeles	D.J. Waldie
84	WIBP	Wilshire Boulevard	The Grand Concourse of Los Angeles	Kevin Roderick
85	WILL	Regarding Paul R. Williams	A Photographer's View	Janna Ireland
86	WTGS	Writing the Golden State	The New Literary Terrain of California	Romeo Guzman & Carribean Fragoza



PUBLISHING AGREEMENT

This Agreement is entered into as of May 14, 2018 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd., Suite 880, Santa Monica, CA 90403 ("PUBLISHER"), and LIBRARY FOUNDATION OF LOS ANGELES OF [REDACTED] ("FOUNDATION").

1. FOUNDATION hereby grants to PUBLISHER an exclusive license under the copyright of the literary work described in Paragraph 2 below (the "Book") including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the Book throughout the world in the English language and other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in Paragraph 4 below and the right permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book has the working title (will change with approval of both parties): SIGNED, LOS ANGELES Pursuant to separate agreement with FOUNDATION, Joshua Kun shall be the editor of the Book, shall be entitled to author credit for the Book. Josh Kun will be listed as Author on the cover and title page of the book. Kun shall in coordination with FOUNDATION engage third party authors for contributions of text for the Book. Such third parties shall not be included as signatories to any contracts or other agreements between PUBLISHER and FOUNDATION, and PUBLISHER shall have no financial or other obligation to such third parties unless otherwise expressly agreed in writing to the contrary. FOUNDATION shall use reasonable efforts to ensure that such third parties have reasonable access to Los Angeles Public Library special collections of autographs, menus, sheet music, photographs and other ephemera for which FOUNDATION holds license rights, and to make available images requested by the editor for inclusion in the Book at no charge.

3. PUBLISHER agrees to pay to FOUNDATION a royalty of TEN percent (10%) of Net Revenues for all copies of the Book that are sold, except as noted in paragraph 11 of this Agreement.

All royalties will be paid quarterly on the basis of cash received from Net Revenue of the Book adjusted for returns, beginning six months after the publication of the Book. PUBLISHER shall provide to FOUNDATION a statement of Net Revenues from sale of all the editions and other exploitation or disposition of rights to the Book, and other credits and debits relating to the Book.

FOUNDATION may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book and related Net Revenues during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at FOUNDATION's expense unless errors of accounting are discovered in PUBLISHER's favor which amount to, at the time of such error, FIVE percent (5%) or more of the total sum paid to FOUNDATION under this Agreement, in which case PUBLISHER shall reimburse FOUNDATION for the cost of such examination.

3a. "Net Revenue," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of, or other exploitation or disposition of rights to, the Book, after deducting fees and commissions from distributors and/or sales representatives as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. FOUNDATION will be notified by PUBLISHER before such deductions are made.

3b. FOUNDATION agrees to an initial purchase of at least 500 copies of the Book upon its publication. Such copies will be purchased at a 55% discount from the retail price. It is understood that the retail price will not exceed



\$45, which means the cost to FOUNDATION will not exceed \$20.25 per copy, for an initial total cost not to exceed \$10,125 for 500 copies of the Book to be purchased. FOUNDATION shall pay PUBLISHER 50% of the total purchase price when the Book's electronic files, approved by both FOUNDATION and PUBLISHER, are sent to the printer, and the remaining 50% within ten (10) days after FOUNDATION's receipt of the printed Books so purchased by Foundation. After the initial purchase, all sales will be at Author discount as specified in paragraph 11 of this Agreement

3.c It is understood that the finished Book will be customary, sized at 9"x12" with no more than 208 pages and no special enhancements. Size is subject to change based on the approval of both parties to this Agreement. If the size increases, pricing increases, and thus changes to paragraph 3b of this Agreement may be necessary. If FOUNDATION requests enhancements to these specifications or modifications to a regular edition that would constitute a "special edition" (such as slip case, special binding, vellum inserts or other enhancements), thus increasing the production cost of each copy beyond what is customary, PUBLISHER will notify FOUNDATION of additional charges for approval of resulting price increase.

4. PUBLISHER shall have the exclusive right to license the Book to other publishers outside of the United States for publication rights in the English language and in all foreign languages, in volume form and such forms as defined in Paragraph 1, and the division of all Net Revenues received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to FOUNDATION and FIFTY percent (50%) to PUBLISHER.

With respect to Net Revenue derived from licensing of rights in the Book to third parties, PUBLISHER agrees to pay FOUNDATION FIFTY percent (50%) of all such Net Licensing Revenue actually received on a quarterly basis. These rights shall include: Book Clubs, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. PUBLISHER shall not have the right of syndication and first and second magazine serialization without previous consent of FOUNDATION, and such consent shall not be unreasonably withheld by FOUNDATION. "Net Licensing Revenue" shall mean all sums received from licensees and others engaged in exploitation of rights to the Book, less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the Book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties for specific categories of rights sales, any license or sale is subject to FOUNDATION's consent, which shall not be unreasonably withheld, and upon such consent the parties will split the Net Revenue received by PUBLISHER as follows: (a) for selections, abridgment, condensation or digest adaptation, enclosures with recorded music, textbook, computer and/or data storage transmission and retrieval, by any electronic medium or method now known or developed in the future, seventy-five percent (75%) to FOUNDATION and twenty-five percent (25%) to PUBLISHER, and (b) for motion picture, television, radio, stage, dramatic and musical rights throughout the world, eighty-five percent (85%) to FOUNDATION and fifteen percent (15%) to PUBLISHER.

PUBLISHER shall provide FOUNDATION with copies of any licenses granted. PUBLISHER shall provide to FOUNDATION at least FOUR (4) copies of the Book as it appears in all editions and translations outside of the United States.

Notwithstanding the grant set forth in Paragraph 1, the following rights are hereby expressly reserved to FOUNDATION: (a) commercial and merchandising rights throughout the world; and (b) any rights which revert to FOUNDATION pursuant to Paragraph 9 or 10 of this Agreement. Also, PUBLISHER agrees that any of the rights provided for in the first three subparagraphs of this Paragraph 4 that are not exercised, licensed or under active negotiation within three (3) years after PUBLISHER's first publication of the Book shall be subject to reversion upon FOUNDATION's written request.

5. **By November 15, 2018**, or such later date as the parties may mutually agree, FOUNDATION shall deliver to PUBLISHER all text and images (in digital format suitable for four-color reproduction) and a completed final hard copy



of the manuscript and a coordinating electronic computer disk of the manuscript for the Book in Word format. The text of the Book, including captions, shall not exceed 35,000 words. The disk shall include any related material required in the opinion of both FOUNDATION and PUBLISHER for publication of the Book, specifically including picture captions for all images. FOUNDATION will submit images to PUBLISHER beginning September 30, 2018, and all image submissions will be received by PUBLISHER no later than the date of submission of the Book manuscript.

The parties agree that acceptance of the manuscript and images for publication shall rest in the sole discretion of PUBLISHER who shall not be unreasonable in its acceptance. FOUNDATION shall cooperate with PUBLISHER's reasonable requests for changes and revisions, and agrees to use its best efforts to put the manuscript in a form reasonably acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised Book.

Subject to the FOUNDATION's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER shall in good faith accept or reject the Book in writing within TEN (10) days of delivery of the completed manuscript. If rejected, the FOUNDATION shall be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and furthermore, FOUNDATION may retain the monies paid to FOUNDATION, and PUBLISHER shall not be obligated to make any further payments hereunder.

FOUNDATION shall have TWO (2) opportunities for review, change and approval of BOOK. PUBLISHER shall send the edited manuscript to FOUNDATION for approval prior to it being made ready for page layout, and PUBLISHER shall send page layouts or other production materials to FOUNDATION. In each case, FOUNDATION may make requests for changes to such materials, provided such changes are delivered to PUBLISHER within TEN (10) days from receipt of edited manuscript or page layouts, but the final decision to implement these changes shall rest with PUBLISHER. All non-material changes, such as those changes based on copyediting and proofreading, shall not require FOUNDATION approval. PUBLISHER will have final approval of the design of the Book, but FOUNDATION will be consulted and its requests will be considered in good faith during the design process.

6. The parties agree that the copyright in the Book shall be registered with the Register of Copyrights by PUBLISHER at PUBLISHER's expense in the name of FOUNDATION. PUBLISHER agrees to print the proper copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and FOUNDATION shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof. Each party shall cooperate with the other party initiating any such action, at the initiating party's expense, in the pursuit of such action (including joinder in any litigation), and the initiating party shall be entitled to all recoveries obtained in connection with such action.

7. FOUNDATION warrants that the text, other than quoted material or as otherwise designated in the text, is original in all respects; that it does not disclose any information that FOUNDATION is bound to keep confidential; and that, to the best of FOUNDATION's knowledge, publication of the text and all images in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. FOUNDATION indemnifies PUBLISHER against any such claims brought about by the publication of the Book. FOUNDATION agrees to pay any rights or licensing fees required for publication of submitted images.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and FOUNDATION will be covered by the terms of this policy; any further coverage desired by FOUNDATION is the responsibility of FOUNDATION. The parties further agree that in the event of any claim that results in liability against PUBLISHER, FOUNDATION, or PUBLISHER and FOUNDATION jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy, except for copyright issues as covered in Paragraph 7 herein, for which FOUNDATION takes full responsibility.



8. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

9. If FOUNDATION fails to complete the Book, as described in Paragraph 6, for any reason, all rights in and to the idea and contents shall revert to FOUNDATION. FOUNDATION agrees that it will not license the rights to the Book to another publisher for a period of TWELVE (12) months after the dissolution of this Agreement based on FOUNDATION's failure to complete the Book.

10. If PUBLISHER fails to publish the Book within SEVEN (7) months after acceptance of the completed manuscript for any reason, other than breach of this Agreement by FOUNDATION, this Agreement shall be terminated and all rights in and to the Book shall revert to FOUNDATION with no additional remedies.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death or prolonged illness of officers of the board of PUBLISHER. Any such delays as may occur as described in this Paragraph shall not be counted as part of the twelve-month period specified in this Paragraph; provided, that if any such event of force majeure prevents PUBLISHER from publishing the BOOK for a period of THREE (3) or more months after the SEVEN (7)-month period provided for above, FOUNDATION shall have the right, but not the obligation, to terminate this Agreement. In addition, if PUBLISHER does not publish the Book, FOUNDATION shall have the right, but not the obligation, to terminate this Agreement. If FOUNDATION chooses to terminate this Agreement because PUBLISHER has failed to publish the Book as provided in this Paragraph 7, PUBLISHER will, upon written request, return all materials supplied by FOUNDATION to FOUNDATION, and all rights in and to the Book shall revert to FOUNDATION with no additional remedies.

Should the Book be out of print in the United States of America and PUBLISHER fails to bring out a new edition within EIGHTEEN (18) months of PUBLISHER's receipt of written request from the FOUNDATION to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the FOUNDATION without further notice, subject to licenses previously granted. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in the catalog issued to the trade by PUBLISHER. The PUBLISHER must notify FOUNDATION in writing upon PUBLISHER's failure to keep the Book in print.

When PUBLISHER determines that demand for the Book is not sufficient to warrant its continued publication and sale, it may discontinue maintaining an inventory of the Book and may remainder all bound copies thereof; provided that prior to remaindering bound copies, PUBLISHER shall use reasonable efforts to notify FOUNDATION of the availability of such copies at such price and quantities as determined by PUBLISHER. FOUNDATION may purchase all or any portion of such copies upon written notice to PUBLISHER exercisable within TEN (10) days after receipt of PUBLISHER's notice.

11. In addition to the copies of the Book to be purchased by FOUNDATION pursuant to Paragraph 3.b, PUBLISHER will provide to FOUNDATION TWENTY (20) copies of the Book, at no charge, for FOUNDATION's distribution to the Book's editor and authors. In addition, FOUNDATION will have the right to buy additional copies, at no less than FIFTY percent (50%) discount from the cover price of the Book. No royalties will be paid for copies purchased by FOUNDATION pursuant to this Paragraph or Paragraph 3.b.

12. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of FOUNDATION and the successors or assigns of PUBLISHER.

13. Any controversy, dispute or claim of whatever nature arising out of, in connection with or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort or statute, shall be settled, at the request of either party to this Agreement, by mediation conducted at a location reasonably determined



by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

14. If the parties' controversy, dispute or claim is not resolved within 60 days after initiation of the mediation process described in Paragraph 13 above, such controversy, dispute or claim shall be settled by arbitration, before one arbitrator, administered by the American Arbitration Association under its then current Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be a location reasonably determined by the arbitrator in Los Angeles County, California. The arbitrator shall apply the substantive law of the State of California, or federal law as interpreted by the U.S. federal courts of the Ninth Circuit, applicable to the claims asserted. The arbitrator shall determine how the administrative fees and arbitrator's compensation will be allocated between the parties, and in his or her discretion may award the prevailing party all or part of its costs and fees. For purposes of this provision, "costs and fees" means all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, stenographer, court costs, witness fees and reasonable attorneys' fees. Notwithstanding the foregoing, the parties specifically reserve the right to seek equitable relief from an appropriate court.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date set forth above.

DATED: 5/21/18

By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: 5/21/18

By: [Redacted]
Ken Brecher for Library Foundation of Los Angeles

Amended Author Agreements

Key Terms

Standardizing of Royalty Payments

Currently the timing of the royalty payments varies by author, the new contract will standardize the schedule by which Gibbs M. Smith, Inc. will remit the royalties to the authors.

Standard Provisions to be included

The following Standard Provisions to be included in the amended agreements:

PSC-2 APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to CONTRACTOR.

In any action arising out of this Contract, CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-9(A) TERMINATION FOR CONVENIENCE

CITY may terminate this Contract for CITY'S convenience at any time by providing CONTRACTOR thirty days written notice. Upon receipt of the notice of termination, CONTRACTOR shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect the termination. Thereafter, CONTRACTOR shall have no further claims against CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights CITY is

entitled to, shall become CITY property upon the date of the termination. CONTRACTOR agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY'S ownership of rights provided herein.

PSC-10 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor and not an agent or employee of CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of CITY.

**PSC-15 CURRENT LOS ANGELES BUSINESS TAX REGISTRATION
CERTIFICATE REQUIRED**

For the duration of this Contract, CONTRACTOR shall maintain valid Business Tax Registration Certificate(s) as required by CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

**PSC-26 MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION
IN EMPLOYMENT**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 *et seq.*, as amended from time to time.

A. CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and CITY. In performing this Contract, CONTRACTOR shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made apart of this Contract by reference and will be known as the “Affirmative Action Program” provisions of this Contract.

Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-27 CHILD SUPPORT ASSIGNMENT ORDERS

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this Contract. Failure of CONTRACTOR or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-31 CONTRACTOR RESPONSIBILITY ORDINANCE

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-39 LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to CONTRACTOR unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in

excess of the appropriated amount(s) until CITY appropriates additional funds for this Contract.

PSC-44 COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.



This Agreement is entered into as of January 27, 2021, by Angel City Press, Inc., of 2118 Wilshire Blvd., Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and Stephen White of [REDACTED] (herein referred to as "AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

2. The Book is described as follows: Working title: *A Country Called California*. The title may change by mutual agreement of PUBLISHER and AUTHOR.

3. PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues for all printed copies of the Book that are sold and twenty-five percent (25%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps."

All royalties will be paid bi-annually on the basis of cash received from net revenue of the Book adjusted for returns. Earnings will be calculated as of about June 30 and December 31 of each calendar year, and paid within thirty (30) days of each date of calculation. The first royalty calculation will be made six months after the publication of the Book.

3a. "Net revenues," as used in this AGREEMENT, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts, and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. (In the specific case of book club sales, costs deducted include printing costs actually incurred by PUBLISHER.) PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes,



and foreign exchange charges paid for licenses), shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of other printed publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a bi-annual basis. These rights are limited to foreign publications, book clubs, magazine serialization, large print editions, library editions, deluxe editions, syndication, and anthology publishing rights.

With respect to the sale of rights for audio, motion picture, or television productions, the parties will share net licensing revenue as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

With respect to licensing of other rights in the Book to third parties for radio, selections, abridgment, condensation, digest adaptation, textbook, computer, and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text, or any electronic medium or method now known or developed in the future, parties will share the net revenue received by PUBLISHER as follows: eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER.

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

5. [REDACTED]

6. On July 1, 2021, AUTHOR, at his expense, shall deliver to PUBLISHER all images (in digital file form, with each individual image file labeled per the instruction of PUBLISHER) and a completed final hard copy of the manuscript with a coordinating electronic file of the manuscript. These data files of text and images shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work. AUTHOR agrees to complete the information required in PUBLISHER's spreadsheet to identify images in the book, and will attest to the accuracy of the photo credits he lists in it. AUTHOR is responsible for any fees related to use of photographs and/or essays by contributors.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book within 30 (thirty) days of receipt of the image and manuscript files that will be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the Book elsewhere, with no remaining obligation to PUBLISHER.

7. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the name of AUTHOR.

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall



jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. AUTHOR agrees to offer first right of refusal to PUBLISHER for his next nonfiction photographic work that is relevant to the history of Los Angeles and/or California photography.

9. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under PUBLISHER's insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Book, as described in paragraph 6, for any reason, all rights in and to the completed manuscript and images shall belong to AUTHOR. AUTHOR will reimburse PUBLISHER for advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Book as a result of AUTHOR's breach of this Agreement.

12. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God including, but not limited to, pandemics, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve (12) month period specified in this paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.



Should the Book be designated "out of print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER.

13. PUBLISHER will provide twenty (20) copies of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary books to rights grantors. AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book. Author royalties, as defined in Paragraph 3 of this AGREEMENT, will not be paid to AUTHOR for copies of the Book purchased by AUTHOR. AUTHOR agrees that these copies not be made available for sale in competition with any sales channel of PUBLISHER.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of Author and the successors or assigns of Publisher.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: _____

By: _____
Paddy Calistro for Angel City Press (PUBLISHER)

DATED: _____

By: _____
Stephen White (AUTHOR)



This AGREEMENT is entered into as of May 24, 2017, by ANGEL CITY PRESS, INC., of 2118 Wilshire Blvd., Suite 880, Santa Monica, California 90403 ("PUBLISHER") and Lynell George of [REDACTED] ("AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in Paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in Paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

2. The Book is described as follows: A book featuring Lynell George's personal essays and photographs related to Los Angeles. The working title shall be *After Image LOS ANGELES*. The title may change by mutual agreement of PUBLISHER and AUTHOR

3. PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues received from the sale of printed copies of the Book and thirty-five percent (35%) of net revenues for any electronic (excluding audio) versions of the Book (including electronic applications known as "apps").

All royalties will be paid biannually on the basis of cash received from net revenue of the Book adjusted for returns. Earnings will be calculated as of June 30 and December 31 of each calendar year, and paid within 30 days of each date of calculation.

3a. "Net revenues," as used in this AGREEMENT, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, not to exceed FIFTEEN percent (15%) in the aggregate, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.



4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in Paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for audio or video selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), by any electronic medium or method now known or developed in the future, any sale shall be subject to AUTHOR's consent. In these specific cases of the aforementioned rights sales, parties will split the net revenue received by PUBLISHER as follows: eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER. With regard to the specific sale of rights for motion picture or television productions: AUTHOR and PUBLISHER shall share all net revenue for the sales of motion picture or television productions (specifically including documentaries) with fifty percent (50%) to each party..

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

5. On November 1, 2017, AUTHOR, at her expense, shall deliver to PUBLISHER all images (in digital file form, with each individual image file labeled per the instruction of PUBLISHER) and a completed final hard copy of the manuscript with a coordinating electronic file of the manuscript. These data files of text and images shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agree to use her best efforts to put the manuscript in a form acceptable for publication, and agree that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book within thirty (30) days of receipt of the image and manuscript files that will be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the Book elsewhere, with no remaining obligation to PUBLISHER.

6. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the name of AUTHOR.

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.



7. AUTHOR agrees to offer first right of refusal to PUBLISHER for her next non-fiction work that is relevant to the history of Los Angeles or Hollywood. The exception is any books about the writer Octavia Butler.

8. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under PUBLISHER's insurance policy and any claims not covered by the insurance policy.

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this AGREEMENT on the part of the first party.

10. If AUTHOR fails to complete the Book, as described in Paragraph 5 of this AGREEMENT, except by written notice of deadline extension by PUBLISHER, all rights in and to the completed manuscript shall belong to AUTHOR.

11. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this AGREEMENT by AUTHOR, this AGREEMENT shall be terminated and all rights to the text shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this Paragraph shall not be counted as part of the twelve (12) month period specified in this Paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this AGREEMENT. If AUTHOR chooses to terminate this AGREEMENT because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "Out of Print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this AGREEMENT shall terminate and all rights under this AGREEMENT shall revert to AUTHOR without further notice, subject to licenses previously granted. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale through normal retail channels in an English language edition issued



by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER. PUBLISHER must notify the AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

12. PUBLISHER will provide twenty (20) copies of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary books for rights grantors. In addition, AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book. No AUTHOR royalties, as defined in Paragraph 3 of this AGREEMENT will be paid to AUTHOR for copies of the Book purchased by AUTHOR. Copies of the Book purchased by AUTHOR are not to be sold in any venues that compete with the traditional sales venues of PUBLISHER.

13. This AGREEMENT will be binding upon and inure to the benefit of the heirs, executors or administrators of AUTHOR and the successors or assigns of PUBLISHER.

14. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this AGREEMENT, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this AGREEMENT, by mediation conducted at a location determined by the mediator in Los Angeles County, California, administered by and in accordance with the then existing laws of the State of California.

DATED: _____ By: _____
Paddy Calistro for Angel City Press

DATED: _____ By: _____
Lynell George, Author

AGREEMENT

This Publishing Agreement dated Jan. 07, 2005 ("AGREEMENT") is entered into by and between ANGEL CITY PRESS, INC., of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and Southern California Public Radio, [REDACTED] ("AUTHOR") concerning a work with the tentative title *This is AirTalk* ("WORK").

1. As sole proprietor of the WORK, the AUTHOR hereby exclusively grants to PUBLISHER and its licensees, successors, and assigns, certain rights, title, and interests in and to the WORK during the full term of copyright throughout the world and all available renewals and extensions thereof.

These rights consist of (i) the exclusive right to print, publish, distribute and/or sell all editions of the WORK throughout the world in volume form, in the English language and all other languages, (ii) the right to prepare, publish, distribute and/or sell certain derivative works thereof as specified in paragraph 4 below, but expressly excluding works in audio and audio-visual media of all kinds, and (iii) the right to permit others to print, publish, distribute and/or sell the WORK and/or any derivative works that are granted to the PUBLISHER under this Agreement.

All other rights not expressly granted to the PUBLISHER, including but not limited to audio and audio-visual media of all kinds, are reserved by the AUTHOR.

2. The WORK is described as follows:

A collection of interviews transcribed and edited by AUTHOR from "AirTalk" a radio program developed by and broadcast on station KPCC. Each interview will be accompanied by an introductory essay by Larry Mantle, host of AirTalk.

The WORK will also include an introduction and, if possible, a foreword by a local personality. Approximate length: Seventeen (17) to twenty-five (25) interviews and the introductions. The length of each interview will be mutually agreed upon by AUTHOR and PUBLISHER.

4. PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues for the first 5,000 copies of the WORK actually sold, eleven percent (11%) of the next 5,000 copies of the WORK actually sold, and twelve percent (12%) of all copies of the WORK sold in excess of 10,000 copies.

The PUBLISHER shall supply the AUTHOR with a quarterly account of sales to March 31, June 30, September 30, and December 31, and shall make such payments as are due for each three-month period without offsets or reserves.

If less than \$10.00 of royalties are due as of the end of an accounting period, or if the sales have not exceeded 25 copies (exclusive of AUTHOR's purchases), then the PUBLISHER shall be required to render an accounting but may withhold payment of royalties until the end of the next succeeding period.

AUTHOR shall have the right, upon written request, to audit the books and records pertaining to sales for the previous five (5) years during normal business hours at the place where such books and records are kept. Each such audit shall be at AUTHOR's sole cost, unless PUBLISHER commits errors of accounting to AUTHOR's disadvantage amounting to five (5%) percent or more of the total sum paid to it pursuant to such account, in which event the costs of such audit shall be borne by PUBLISHER.

4.1. "Net revenues," as used in this AGREEMENT, refers to money actually received by PUBLISHER for the sale of copies of the WORK, net of returns and discounts, after deducting fees and commissions from distributors and/or sales representatives. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such unusual deductions are made.

4.2. "Net Copies Sold," as used in this AGREEMENT, means the sale less returns of any and all copies sold by PUBLISHER through conventional channels of distribution in the book trade, and does not include promotional and review copies, or AUTHOR's copies (whether free or purchased by AUTHOR). Net Copies Sold shall also include copies sold by the PUBLISHER as a direct exercise, rather than the license, of any subsidiary right granted to the PUBLISHER under this Agreement.

5. To the extent that the AUTHOR has obtained rights in the interviews and to other material in the Work and that the Work is available to be licensed, the PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in all foreign languages in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be fifty percent (50%) to the AUTHOR and fifty percent (50%) to the PUBLISHER.

To the extent that the AUTHOR has obtained rights in the interviews in the Work and to other material and that the Work is available to be licensed, the PUBLISHER shall have the exclusive right to license the following rights to other publishers, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be fifty percent (50%) of all net licensing revenue actually received on a quarterly basis to the AUTHOR and fifty percent (50%) to the PUBLISHER. These licensed rights are: Book Club editions, large print editions, library editions, deluxe editions, selections*, abridgment*, condensation*, digest adaptation*, textbook, syndication and anthology publishing rights. All other rights are reserved by the AUTHOR. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the case of Book Club, sales "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

*(subject to AUTHOR's consent)

6. On January 7, 2005, the AUTHOR, at his expense, shall deliver to the PUBLISHER a completed final hard copy of the manuscript and a coordinating electronic computer disk of the WORK. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the WORK. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER. However, PUBLISHER agrees that, prior to rejecting the manuscript, AUTHOR shall be given notice in writing of any defects in the manuscript and a reasonable opportunity, but not less than five (5) days, to cure such defects. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith prior obligation to cooperate with the PUBLISHER with respect to requests for revisions, the PUBLISHER will accept or reject the WORK within twenty (20) working days of receipt of the completed manuscript. If rejected, the AUTHOR will be free to exploit the WORK elsewhere with no remaining obligation to the PUBLISHER.

Upon acceptance of the manuscript, the Work shall be subject to editing by the PUBLISHER. The PUBLISHER shall make suggestions for content organization, but shall not materially change the meaning or alter the text (a) of the Work in its entirety without the AUTHOR's consent, and/or (b) the introductory material by Larry Mantle without the consent of Larry Mantle. The PUBLISHER may edit to correct infelicities of expression, misstatements of fact, and misquotations, and to conform to the PUBLISHER's style of punctuation, capitalization, grammar, sentence structure, and spelling. The AUTHOR agrees to read and correct proofs of the typeset, edited manuscript within the deadlines established by the PUBLISHER. The title of the Work shall be subject to mutual agreement of the AUTHOR, the PUBLISHER and Larry Mantle.

All decisions concerning the production of the Publication, including but not limited to the type of paper, design of book and jacket, method of printing and binding, and number of copies printed, as well as all related expenses, are the sole responsibility of the PUBLISHER.

The published copies of the Work shall carry an acknowledgement of KPCC, Larry Mantle, and AirTalk in a form and location subject to mutual agreement of the AUTHOR, the PUBLISHER, and Larry Mantle, including. In addition to the foregoing, and notwithstanding the ownership of copyright in the Work by the AUTHOR, Larry Mantle shall be prominently credited as author of the Work on the cover, title page, and spine of the Work, and the advertising, promotional and publicity for the Work, as follows: "By Larry Mantle" or "Larry Mantle."

7. The parties agree that the copyright in the WORK shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's expense in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the WORK, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER shall have the right, in its discretion, to take any action necessary to prevent infringement of the copyright in the WORK and all renewals thereof.

8. The AUTHOR agrees to offer first right of first negotiation to the PUBLISHER for the AUTHOR's next literary work, including but not limited to any new collection of different AirTalk

interviews with host Larry Mantle. Accordingly, AUTHOR shall submit an outline and sample chapter of the next literary work by Larry Mantle as an employee of AUTHOR, and/or any revised editions of this WORK, and negotiate exclusively with PUBLISHER for a period of thirty (30) days. However, if the parties do not reach agreement within the period of exclusive negotiation, AUTHOR is free to dispose of rights to such works as it wishes.

9. The AUTHOR warrants that the WORK, other than interview transcripts and preexisting quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text in the WORK will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation.

10. Prior to the date that the Publisher submits the final, revised electronic files to the printer, the AUTHOR will secure permission for the use of (i) each interview included in the WORK, and (ii) any other preexisting material included in the Work, and shall be responsible for any payment due for the use of such material in the Work.

11. The Author hereby warrants to the Publisher that it is the sole proprietor of the Work and has full power to make this AGREEMENT; that the Work is original and is not in the public domain (although some preexisting material included in the Work may be in the public domain); and that to the best of the Author's knowledge, the Work is not libelous or in violation of any proprietary right at common law or any existing copyright or otherwise unlawful.

The AUTHOR will indemnify, defend, and hold harmless PUBLISHER, its affiliates, and their respective shareholders, officers, directors, employees, partners, associates, affiliates, joint venturers, agents and representatives, from any and all claims, debts, demands, suits, actions, proceedings, and/or prosecutions ("Claims") based on allegations which, if true, would constitute a breach of any of the warranties and representations or any other obligation of AUTHOR under this AGREEMENT, and any and all liabilities, losses, expenses (including attorneys' fees and costs) and damages in consequence thereof.

12. PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the WORK. PUBLISHER, AUTHOR and Larry Mantle will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the full responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under said insurance policy and any claims not covered by the insurance policy.

13. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this AGREEMENT on the part of the first party.

14. If AUTHOR fails to complete the Work, as described in Paragraph 6, for any reason, other than breach of this AGREEMENT by PUBLISHER, all rights in and to the idea and contents shall belong to the AUTHOR. AUTHOR will reimburse to PUBLISHER any advances against royalties paid to AUTHOR by PUBLISHER.

15. PUBLISHER will provide 150 copies of the Work to the Author on or before March 9, 2005, and will publish the Work to the public and deliver 1,350 copies to the Author on or before March 19, 2005. If the PUBLISHER fails to provide such copies for any reason other than

breach of this Agreement by AUTHOR or delay caused by customs inspections of imported copies, then this AGREEMENT shall be terminated and all rights in and to the WORK, and all production materials for the WORK, shall belong to AUTHOR with no additional remedies.

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall extend the time of publication given above. If the PUBLISHER does not publish the Work, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this AGREEMENT, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR and all production materials for the WORK to the AUTHOR.

Should the WORK be unavailable for purchase for a period in excess of nine (9) months, then the WORK shall be deemed out of print and all rights thereto shall revert to AUTHOR.

After the Publication has been declared permanently out of print, the AUTHOR shall be notified and given an opportunity to buy all the remaining inventory at remainder prices

16. The PUBLISHER will provide to AUTHOR twenty (20) copies of the WORK, and will provide Larry Mantle twenty (20) copies of the WORK, at no charge for the AUTHOR's and/or Larry Mantle's personal use. In addition, the AUTHOR and/or Larry Mantle will each have the right to buy additional copies at fifty percent (50%) discount from the cover price of the WORK. Such additional copies may be (a) sold at SCPR events that are NOT held at a bookstore or gift store (including the Los Angeles Public Library gift store) or (b) sold at venues where Larry Mantle renders personal services or makes personal appearances that are NOT held at a bookstore or gift store (including the Los Angeles Public Library gift store) or (c) given as premiums or gifts. Royalties will not be paid to AUTHOR for books purchased by AUTHOR or Larry Mantle.

17. PUBLISHER shall have the right to use, and to license others to use, AUTHOR's and Larry Mantle's name, and AUTHOR's and Larry Mantle's approved image, likeness and biographical material in conjunction with the advertising, promotion and other exploitation of the WORK and the other rights granted under this AGREEMENT.

18. PUBLISHER shall have the right to use, and to license others to use, the "AirTalk" name in conjunction with the advertising, promotion and other exploitation of the WORK and the other rights granted under this AGREEMENT. PUBLISHER acknowledges and agrees that "AirTalk" is a trademark of AUTHOR, and any other use of the mark by PUBLISHER shall be subject to a trademark license issued by AUTHOR.

19. All decisions concerning the promotion and distribution of the Publication including but not limited to the manner and extent of advertising, price, and availability, as well as all related expenses, are the sole responsibility of the PUBLISHER.

20. The AUTHOR hereby agrees to purchase one thousand five hundred (1500) copies of a special-edition hardcover version of the WORK by AUTHOR at a unit price not to exceed \$12.00 per copy. Payment for such copies shall be made in two installments: a) 40% within five days of shipment of files to the printer and receipt of the Publisher's invoice, and b) 60% within 30 days of receipt of the finished copies and the Publisher's invoice.

Publisher's invoices, as well as royalty statements, shall be sent to:
Southern California Public Radio
Att: Business Manager
[REDACTED]

21. This AGREEMENT will be binding upon and inure to the benefit of the heirs, executors or administrators of AUTHOR and the successors or assigns of PUBLISHER. PUBLISHER may assign this AGREEMENT, but only in its entirety. AUTHOR may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this AGREEMENT. Except in the case of death of AUTHOR, PUBLISHER must be notified by letter of any such assignment of net sums by AUTHOR. An original copy of that signed letter must be sent to PUBLISHER.

22. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the AGREEMENT, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this AGREEMENT, by arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California. However, the parties agree to participate in mediation prior to initiating arbitration.

23. This is the entire agreement of the parties regarding the WORK and may not be amended or modified except by a written agreement signed by both parties.

AUTHOR

By [REDACTED]

Its [REDACTED]

Date _____

Tax Id number: [REDACTED]

PUBLISHER

By Raddy Calistro
for Angel City Press

Its publisher, president & CEO

Date Jan. 07, '05



AGREEMENT

This Agreement is entered into as of February 19, 1996, by **ANGEL CITY PRESS, INC.** of 2118 Wilshire Blvd., Suite 880, Santa Monica, CA 90403 ("PUBLISHER"), and **MARY ROURKE** of [REDACTED] and **EMILY GWATHMEY** of [REDACTED] (jointly "AUTHORS").

1. The AUTHORS hereby grant and assign to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("BOOK") described below anywhere in the world, including the right in derivative works thereof and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book is described as follows:

Title (as currently planned): *In America* ~~AMERICA'S AMAZING GRACE~~ by Mary Rourke and Emily Gwathmey

Topic: An illustrated giftbook that celebrates the popular hymn by John Newton, its history and relevance to past and present society, intertwined with commentary on states of grace as defined by various celebrated individuals. Art shall be photographs and ephemera evoking states of grace and depicting the hymn.

Approximate length: about 10,000 words and about 100 photographs

3. All royalties payable under this agreement shall be paid in equal proportion to each individual named jointly as AUTHORS in the opening paragraph of this agreement. For the **first 10,000** copies of the Book sold by the PUBLISHER in the U.S., the PUBLISHER agrees to pay to AUTHORS a royalty based on **TEN percent (10%)** of the net revenues; and for all copies of the Book sold in the U.S. in excess of **10,000**, the PUBLISHER agrees to pay to AUTHORS a royalty based on **FIFTEEN percent (15%)** of the net revenues.

For all copies of the Book sold by the PUBLISHER outside the U.S., the PUBLISHER agrees to pay to AUTHORS a royalty based on **TEN percent (10%)** of the net revenues.

All royalties will be paid monthly on the basis of cash received from net revenue of the Book adjusted for returns. PUBLISHER will pay this royalty to AUTHORS not more than **30 days** after the last day of the month in which payment for book is received.

3a. "Net revenues," as used in this Agreement, refers to money actually received by Publisher for the sale of copies of the Work, net of returns, after deduction of shipping, customs, insurance, fees and commissions, taxes, currency exchange discounts and costs of collection.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages in volume form and the division of the royalty or lump sum (net of agent(s)'s commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be **FIFTY percent (50%)** to the AUTHOR and **FIFTY percent (50%)** to the PUBLISHER. If the PUBLISHER sells sheets or bound books for other publishers'

editions at a price inclusive of royalty, the AUTHORS shall receive **FIFTY percent (50%)** of the PUBLISHER's net profits (gross profits less manufacturing costs).

With respect to any revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHORS **FIFTY percent (50%)** of all net licensing revenue actually received on a monthly basis. These rights shall include: trade and mass-market paperback, Book Clubs, first and second magazine serialization, motion picture*, radio, television*, video cassette*, large print editions, library editions, deluxe editions, selections*, abridgment*, condensation*, digest adaptation*, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any method now known, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.
*(subject to AUTHORS' consent)

In addition to the advance against royalties specified in the preceding paragraph, PUBLISHER shall reimburse AUTHORS for photography and/or ephemera costs up to the amount of **one thousand dollars (\$1000)**. Payment to AUTHORS shall be made upon receipt of invoices or a good faith statement of value. The payments shall be added to the total of the advance against royalties.

6. The AUTHORS, at their expense, shall deliver to PUBLISHER the compiled artwork and a complete final, edited electronic computer file that includes the manuscript, including captions, of the Book, in form and content satisfactory to PUBLISHER, no later than **MAY 1, 1996**. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER. The AUTHORS shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work. The parties further agree that revisions to the Book shall be arrived at through consultation and mutually-agreeable editorial changes, subject to the PUBLISHER's right to request alterations deemed in the best interest of the commercial success of the Book.

Subject to the AUTHORS' good faith prior obligation to cooperate with the PUBLISHER with respect to requests for revisions, the PUBLISHER will accept or reject the Book within 45 days of receipt of the completed manuscript. If rejected, the AUTHORS will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER.

7. The parties agree that the copyright of the text in the Book shall be registered by the PUBLISHER in the names of Mary Rourke and Emily Gwathmey and the text only will be registered in the name of Mary Rourke.

8. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHORS are bound to keep confidential; and that, to the best of the AUTHORS' knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy or publicity rights of others, or violate any law or regulation.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. In addition, PUBLISHER shall seek in good faith to obtain coverage of AUTHORS as named insured under the same policy of insurance, the cost of the additional coverage being at the expense of AUTHORS. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHORS, or the PUBLISHER and the AUTHORS jointly, they shall share equally in the expense of any applicable deductible under such insurance policy.

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

10. The PUBLISHER shall have the right, in its discretion, to take any action necessary to prevent infringement of the copyright in the Book and all renewals thereof.

11. If AUTHORS fail to complete the Work, as described in paragraph 6, for any reason, other than breach of this Agreement by PUBLISHER, all rights in and to the idea and contents shall belong to the AUTHORS.

12. If the PUBLISHER fails to publish an edition of not less than 2500 copies of the Book within one year of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHORS, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHORS. In lieu of other remedies, AUTHORS shall be entitled to retain any advance royalties already paid at the time of termination.

Should the Book be out of print for a period in excess of one year, all rights thereto shall revert to AUTHORS. In such case, the AUTHORS shall grant PUBLISHER a royalty right in future printings and derivative works on the same terms enjoyed by AUTHORS under this Agreement. In addition, in such event, AUTHORS shall have the right to buy all material (including plates and inventory, if any) at that time in the hands of PUBLISHER at cost.

13. The PUBLISHER will provide to **TWENTY (20)** copies of the Book at no charge for the AUTHOR's personal use (**ten [10]** to each individual named jointly as AUTHORS in the opening paragraph of this Agreement). In addition, the AUTHORS will have the right to buy additional copies, not to be sold, at **forty percent (40%)** discount from the cover price of the Book.

14. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by final and binding arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing Rules of Practice and Procedure of Judicial Arbitration & Mediation, Inc. (J.A.M.S.), and judgment upon any award rendered by the arbitrators (s) may be entered by any state or federal court having jurisdiction thereof.

DATED: Apr 10 1994

PUBLISHER

By: Paddy Calistro
PADDY CALISTRO

DATED: Mar 30 1996

AUTHORS

By: [Redacted]
MARY ROURKE

DATED: March 25, 1996

By: [Redacted]
EMILY GWATHMEY



June 10, 2002

AMENDMENT

The following paragraph amends the Agreement dated Feb. 19, 1996

between Angel City Press and Mary Rourke and Emily Gwathmey

for the book entitled Amazing Grace in America

published in 1996

This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. Publisher may assign this Agreement, but only in its entirety. Author may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this Agreement. Except in the case of death of Author, Publisher must be notified by letter of any such assignment of net sums by Author. An original copy of that signed letter must be sent to Publisher.

I agree to the Amendment



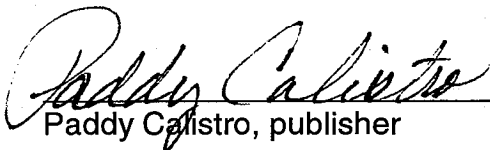
signature

Dec 9 2002
date

MARY Rourke
print name

on behalf of: _____
name of entity (if applicable)

Agreed, for Angel City Press


Paddy Calistro, publisher

12/04/2002
date



ANGEL CITY PRESS

June 10, 2002

AMENDMENT

The following paragraph amends the Agreement dated Feb. 19, 1996
between Angel City Press and Emily Gwathmey and Mary Bourke
for the book entitled Amazing Grace in America
published in 1996

This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. Publisher may assign this Agreement, but only in its entirety. Author may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this Agreement. Except in the case of death of Author, Publisher must be notified by letter of any such assignment of net sums by Author. An original copy of that signed letter must be sent to Publisher.

I agree to the Amendment



signature

6.24.02
date

Emily Gwathmey
print name

on behalf of: _____
name of entity (if applicable)

Agreed, for Angel City Press

Paddy Calistro
Paddy Calistro, publisher

6.10.02
date



AGREEMENT

This Agreement is entered into as of April 1, 2005 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and AL MARTINEZ of [REDACTED] ("AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER during the full term of copyright and all extensions thereof an exclusive license in the copyright of the Work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and all other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book is described as follows: The philosophical tale of a couple who take their last road trip with their beloved dog Barkley

Approximate length: 30,000 to 80,000 words

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all copies of the Book sold in the U.S.

For all copies of the Book sold by the PUBLISHER outside the U.S., the PUBLISHER agrees to pay to AUTHOR a royalty based on TEN percent (10%) of the net revenues.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns..

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such unusual deductions are made.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be SEVENTY percent (70%) to the AUTHOR and THIRTY percent (30%) to the PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR SIXTY-FIVE percent (65%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, ~~motion picture*~~ *QAM* radio, television*, video cassette*, large print editions, library editions, deluxe editions, selections*, abridgment*, condensation*, digest adaptation*, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or

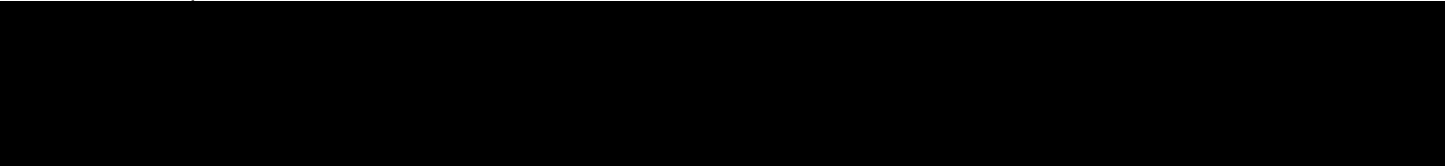
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■ PHONE 310.395.9982 ■ FAX 310.395.3353 ■ E-MAIL INFO@ANGELCITYPRESS.COM ■

QAM
Author shall retain full movie, television, radio & video rights.

developed in the future, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (In the case of Book Club, sales "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

*(subject to AUTHOR's consent)



6. On December 1, 2005, the AUTHOR, at his expense, shall deliver to the PUBLISHER any photographs (either prints, transparencies or scans at no less than 600 dpi, scanned to the approval of both AUTHOR AND PUBLISHER), a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith prior obligation to cooperate with the PUBLISHER with respect to requests for revisions, the PUBLISHER will accept or reject the Book within 45 days of receipt of the completed manuscript. If rejected, the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's EXPENSE in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER shall have the right, in its discretion, to take any action necessary to prevent infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for the AUTHOR's next literary work and any revised editions of the Work specified in section 2 of this Agreement.

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR indemnifies the PUBLISHER against any such claims brought about by the publication of this book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, other than breach of this Agreement by PUBLISHER, all rights in and to the idea and contents shall belong to the AUTHOR. AUTHOR will reimburse to PUBLISHER any advances against royalties paid to AUTHOR by PUBLISHER.

03/22/2005 11:16

ANGEL CITY PRESS

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12. If the PUBLISHER fails to publish the Book within eighteen months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If the PUBLISHER does not publish the Work, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print for a period in excess of one year, all rights thereto shall revert to AUTHOR. In such case, the AUTHOR shall grant PUBLISHER a royalty right in future printings and derivative works on the same terms enjoyed by AUTHOR under this Agreement.

13. The PUBLISHER will provide to THIRTY (30) copies of the Book at no charge for the AUTHOR's personal use. In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at fifty 50% discount from the cover price of the Book.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. Publisher may assign this Agreement, but only in its entirety. Author may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this Agreement. Except in the case of death of Author, Publisher must be notified by letter of any such assignment of net sums by Author. An original copy of that signed letter must be sent to Publisher.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the state of California

DATED:

Paddy Calister PUBLISHER
4/25/05

By:

AL MARTINEZ

Paddy Calister

DATED:

4/2/05 AUTHOR

Social Security Number

By:

Al Martinez



AGREEMENT

This Agreement is entered into as of June 15, 2000 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and, Frank Mulvey [REDACTED] ("AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER during the full term of copyright and all extensions thereof an exclusive license in the copyright of the Work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and all other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book is described as follows: The 101 Best Bars of Los Angeles

Topic: A libationary guide to the city's best bars, pubs, saloons and watering holes

Approximate length: as provided by author

3. For the first 10,000 copies of the Book sold by the PUBLISHER in the U.S., the PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues; and for all copies of the Book sold in the U.S. in excess of 10,000 copies, the PUBLISHER agrees to pay to AUTHOR a royalty of FIFTEEN percent (15%) of the net revenues.

For all copies of the Book sold by the PUBLISHER outside the U.S., the PUBLISHER agrees to pay to AUTHOR a royalty based on TEN percent (10%) of the net revenues.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns. PUBLISHER will pay this royalty to AUTHOR not more than 30 days after receipt of funds for books sold.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives, product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work, but AUTHOR will be notified by PUBLISHER before such deductions are made.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s

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■ PHONE 310 395 9982 ■ FAX 310 395 3353 ■ E-MAIL INFO@ANGELCITYPRESS.COM ■

commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, motion picture*, radio, television*, video cassette*, large print editions, library editions, deluxe editions, selections*, abridgment*, condensation*, digest adaptation*, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the case of Book Club, sales "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

*(subject to AUTHOR's consent)

5. The PUBLISHER shall pay the AUTHOR no advance against royalties.

6. The AUTHOR, at his expense, shall deliver to the PUBLISHER complete final hard copy of the manuscript and will proofread a coordinating electronic computer disk provided by PUBLISHER that includes the manuscript, of the Book. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith prior obligation to cooperate with the PUBLISHER with respect to requests for revisions, the PUBLISHER will accept or reject the Book within 45 days of receipt of the completed manuscript. If rejected, the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER'S EXPENSE in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER shall have the right, in its discretion, to take any action necessary to prevent infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for the AUTHOR's next literary work and any revised editions of the Work specified in section 2 of this Agreement..

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR indemnifies the PUBLISHER against any such claims brought about by the publication of this book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the

AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, other than breach of this Agreement by PUBLISHER, all rights in and to the idea and contents shall belong to the AUTHOR.

12. If the PUBLISHER fails to publish the Book within eighteen months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies..

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If the PUBLISHER does not publish the Work, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print for a period in excess of one year, all rights thereto shall revert to AUTHOR. In such case, the AUTHOR shall grant PUBLISHER a royalty right in future printings and derivative works on the same terms enjoyed by AUTHOR under this Agreement.

14. The PUBLISHER will provide to twenty (20) copies of the Book at no charge for the AUTHOR's personal use. In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at fifty 50% discount from the cover price of the Book.

14. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by final and binding arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing Rules of Practice and Procedure of Judicial Arbitration & Mediation, Inc. (J.A.M.S.), and judgment upon any award rendered by the arbitrators (s) may be entered by any state or federal court having jurisdiction thereof.

DATED:

June 23, 2000

PUBLISHER

DATED:

AUTHOR

By:

Paddy Calistro

Paddy Calistro

By:

Frank Murvey

Frank Murvey

social security number



This Agreement is entered into as of March 22nd, 2021 by Angel City Press, Inc. of 2118 Wilshire Blvd., Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and The Bob Baker Marionette Theater of [REDACTED] (herein referred to as "AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

2. The Book is described as follows: Working title: The Bob Baker Marionette Theater

3. PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues for all printed copies of the Book that are sold and twenty-five percent (25%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps."

All royalties will be paid bi-annually on the basis of cash received from net revenue of the Book adjusted for returns. Earnings will be calculated as of about June 30 and December 31 of each calendar year, and paid within thirty (30) days of each date of calculation. The first royalty calculation will be made six months after the publication of the Book.

3a. "Net revenues," as used in this AGREEMENT, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. (In the specific case of book club sales, costs deducted include printing costs actually incurred by PUBLISHER.) PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER.



With respect to revenue derived from licensing of other printed publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a bi-annual basis. These rights are limited to foreign publications, book clubs, magazine serialization, large print editions, library editions, deluxe editions, syndication, and anthology publishing rights.

With respect to the sale of rights for audio, motion picture, or television productions, the parties will share net licensing revenue as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

With respect to licensing of other rights in the Book to third parties for radio, selections, abridgment, condensation, digest adaptation, textbook, computer, and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text, or any electronic medium or method now known or developed in the future, parties will share the net revenue received by PUBLISHER as follows: eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER.

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

[REDACTED]

6. On JULY 15, 2021, AUTHOR, at their expense, shall deliver to PUBLISHER all images (in digital file form, with each individual image file labeled per the instruction of PUBLISHER) and a completed final hard copy of the manuscript with a coordinating electronic file of the manuscript. These data files of text and images shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work. AUTHOR agrees to complete the information required in PUBLISHER's spreadsheet to identify images in the book, and will attest to the accuracy of the photo credits he lists in it. AUTHOR is responsible for any fees related to use of photographs and/or essays by contributors.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book within 5 (five) days of receipt of the image and manuscript files that will be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the Book elsewhere, with no remaining obligation to PUBLISHER.

7. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the name of AUTHOR.

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.



8. AUTHOR agrees to offer first right of refusal to PUBLISHER for either of their next nonfiction work that is relevant to the history of Los Angeles.

9. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under PUBLISHER's insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Book, as described in paragraph 6, for any reason, all rights in and to the completed manuscript and images shall belong to AUTHOR. AUTHOR will reimburse PUBLISHER for advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Book as a result of AUTHOR's breach of this Agreement.

12. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God including, but not limited to, pandemics, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve (12) month period specified in this paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in



an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER.

13. PUBLISHER will provide twenty (20) copies of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary books to rights grantors. AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book. Author royalties, as defined in Paragraph 3 of this AGREEMENT, will not be paid to AUTHOR for copies of the Book purchased by AUTHOR. AUTHOR agrees that these copies not be made available for sale in competition with any sales channel of PUBLISHER.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of Author and the successors or assigns of Publisher.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: _____

By: _____
Paddy Calistro for Angel City Press (PUBLISHER)

DATED: _____

By: _____
Alex Evans, Executive Director of the Bob Baker Marionette Theater (AUTHOR)



This AGREEMENT is entered into as of July 8, 2019, by ANGEL CITY PRESS, INC., of 2118 Wilshire Blvd., Suite 880, Santa Monica, California 90403 ("PUBLISHER") and Donald J. Waldie of [REDACTED]

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in Paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in Paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

2. The Book is described as follows: A compilation of AUTHOR's essays with accompanying photographs related to Los Angeles. The working title shall be *BECOMING LOS ANGELES*. The title may change by mutual agreement of PUBLISHER and AUTHOR

3. PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues received from the sale of printed copies of the Book and thirty-five percent (35%) of net revenues for any electronic (excluding audio) versions of the Book (including electronic applications known as "apps"). There shall be no advance against royalties, by mutual agreement.

All royalties will be paid biannually on the basis of cash received from net revenue of the Book adjusted for returns. Earnings will be calculated as of about June 30 and December 31 of each calendar year, and paid within 30 days of each date of calculation. The first royalty calculation will be made six months after the publication of the Book.

3a. "Net revenues," as used in this AGREEMENT, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, not to exceed FIFTEEN percent (15%) in the aggregate, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in Paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER.



With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to the licensing of rights in the Book to third parties specifically for audio or video selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), by any electronic medium or method now known or developed in the future, any sale shall be subject to AUTHOR's consent. In these specific cases of the aforementioned rights sales, parties will split the net revenue received by PUBLISHER as follows: eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER. With regard to the specific sale of rights for motion picture or television productions: AUTHOR and PUBLISHER shall share all net revenue for the sales of motion picture or television productions (specifically including documentaries) with fifty percent (50%) to each party..

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

5. On January 1, 2020, AUTHOR, at his expense, shall deliver to PUBLISHER all images (in digital file form, with each individual image file labeled per the instruction of PUBLISHER) and a completed final hard copy of the manuscript with a coordinating electronic file of the manuscript. These data files of text and images shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agree to use his best efforts to put the manuscript in a form acceptable for publication, and agree that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book within thirty (30) days of receipt of the image and manuscript files that will be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the Book elsewhere, with no remaining obligation to PUBLISHER.

6. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the name of AUTHOR.

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

7. AUTHOR agrees to offer first right of refusal to PUBLISHER for his next nonfiction work that is relevant to the history of Los Angeles or Hollywood.



8. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under PUBLISHER's insurance policy and any claims not covered by the insurance policy.

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this AGREEMENT on the part of the first party.

10. If AUTHOR fails to complete the Book, as described in Paragraph 5 of this AGREEMENT, except by written notice of deadline extension by PUBLISHER, all rights in and to the completed manuscript shall belong to AUTHOR.

11. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this AGREEMENT by AUTHOR, this AGREEMENT shall be terminated and all rights to the text shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this Paragraph shall not be counted as part of the twelve (12) month period specified in this Paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this AGREEMENT. If AUTHOR chooses to terminate this AGREEMENT because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "Out of Print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this AGREEMENT shall terminate and all rights under this AGREEMENT shall revert to AUTHOR without further notice, subject to licenses previously granted. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale through normal retail channels in an English language edition issued by PUBLISHER and listed in the list of PUBLISHER's titles issued to the trade by PUBLISHER. PUBLISHER must notify the AUTHOR in writing upon PUBLISHER's failure to keep the Book in print.

12. PUBLISHER will provide twenty (20) copies of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary books for rights grantors. In addition, AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book. No AUTHOR royalties, as defined in Paragraph 3 of this AGREEMENT will be paid to AUTHOR for copies of the Book purchased by AUTHOR. Copies of



the Book purchased by AUTHOR are not to be sold in any venues that compete with the traditional sales venues of PUBLISHER.

13. This AGREEMENT will be binding upon and inure to the benefit of the heirs, executors or administrators of AUTHOR and the successors or assigns of PUBLISHER.

14. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this AGREEMENT, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this AGREEMENT, by mediation conducted at a location determined by the mediator in Los Angeles County, California, administered by and in accordance with the then existing laws of the State of California.

DATED:

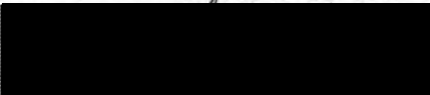
August 21, 2020
(see Para intro)

By:

Paddy Galistro
Paddy Galistro for Angel City Press

DATED: August 25, 2020

By:


Donald L. Waldie, Author



ANGEL CITY PRESS

PUBLISHING AGREEMENT

This Agreement is entered into as of June 6, 2011 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), BARBARA SCHROEDER of [REDACTED] and CLARK FOGG of [REDACTED] (jointly, "AUTHOR")

1. AUTHOR hereby grants to PUBLISHER an exclusive license under the copyright of the literary work described in paragraph 2 below (the "Book") including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the Book in its entirety throughout the world in the English language and other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book has the working title: *Beverly Hills Confidential*

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all copies of the Book that are sold.

All royalties will be paid quarterly on the basis of funds received from net revenue of the Book adjusted for returns, beginning six months after the publication of the Book. PUBLISHER shall provide to AUTHOR a statement of Net Revenues from sale of all the editions and other exploitation and disposition of rights to the Books, and other credits and debits relating to the Books.

The AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Books during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in PUBLISHER's favor which amount to, at the time of such error, FIVE percent (5%) or more of the total sum paid to AUTHOR under this Agreement, in which case PUBLISHER shall contribute to the cost of the examination up to the lesser of the amount of the error determined as a result of the examination, or \$1,000.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting actual third party fees and commissions from distributors and/or sales representatives, not to exceed fifteen percent (15%) in the aggregate, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. PUBLISHER shall have the exclusive right to license the Book in its entirety to other publishers outside of the United States for publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, not to exceed twenty percent (20%) in the aggregate, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. PUBLISHER shall not have the right of syndication and first and second magazine serialization without previous consent of AUTHOR, and such consent shall not be unreasonably withheld by Author. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific



case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

Notwithstanding the foregoing, AUTHOR shall be entitled to approach magazines, newspapers and internet websites about publishing articles related to the Book for publicity purposes, provided that AUTHOR shall keep PUBLISHER fully informed of all endeavors in this regard and shall consult PUBLISHER prior to finalizing any arrangement with such magazine(s), newspaper(s), or internet website(s). Any revenue shall be split FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER after first deducting any publicist and/or agent fees.

With respect to licensing of rights in the Book to third parties specifically for selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval, any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent, which shall not be unreasonably withheld. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

Notwithstanding the points established in section 1 of this Agreement, in the event that PUBLISHER does not distribute an electronic edition of the Book through at least one (1) of the top three (3) electronic distribution platforms as determined by gross dollar sales within thirty (30) months of the initial release date of the first print edition, then such rights shall revert to AUTHOR, and AUTHOR shall be entitled to enter into agreements with electronic distributor(s) in AUTHOR's sole discretion, and any revenue received by AUTHOR from such distribution shall be split FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER, provided that AUTHOR may first deduct the cost of converting the Book to electronic platform if required by the electronic distributor(s).

AUTHOR specifically reserves all rights necessary for licensing rights from the Book for film and/or television and/or stage adaptation and/or Webisodes, and retains the right to negotiate and enter into such arrangements in AUTHOR'S sole discretion.

PUBLISHER shall provide AUTHOR with copies of any licenses granted. PUBLISHER shall provide to AUTHOR at least FOUR (4) copies of the Book as it appears in all editions and translations outside of the United States.

6. On January 1, 2012, AUTHOR, shall deliver to PUBLISHER all text and images (in digital format suitable for four-color reproduction) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript for the Book in Word format. The text of the Book, including captions, shall not exceed [***WORDS***] words. The disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book, specifically included will be picture captions for all images.

The parties agree that acceptance of the manuscript and photographs for publication shall rest in the sole discretion of PUBLISHER who shall not be unreasonable in its acceptance. AUTHOR shall cooperate with requests for changes and revisions, and agrees to use their reasonable best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER shall in good faith accept or reject the Book in writing within THIRTY (30) days of delivery of the completed manuscript. If rejected, the AUTHOR shall be free to exploit the Book elsewhere with no remaining



obligation to PUBLISHER, and furthermore, AUTHOR may retain the monies paid to AUTHOR, and PUBLISHER shall not be obligated to make any further payments hereunder.

AUTHOR shall have TWO (2) opportunities for review, change and approval of BOOK. PUBLISHER shall send the edited manuscript to AUTHOR for approval prior to it being made ready for page layout, and PUBLISHER shall send page layouts or other production materials to AUTHOR. In each case, AUTHOR may make requests for changes to such materials, provided such changes are delivered to PUBLISHER within SEVEN (7) days from receipt of edited manuscript or page layouts, but the final decision to implement these changes shall rest with PUBLISHER. All non-material changes, such as those changes based on copyediting and proofreading shall not require AUTHOR approval.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by PUBLISHER at PUBLISHER's expense in the name of AUTHOR. PUBLISHER agrees to print the proper copyright notice(s) in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall both have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

Each party shall offer the other party the opportunity to participate in any proposed copyright litigation. If one party declines to participate, then the party prosecuting the action shall control litigation strategy including settlement negotiation. If both parties participate, they will share costs and mutually cooperate in litigation strategy including settlement. In the event of a disagreement over litigation strategy or settlement negotiation in an action brought by both parties, PUBLISHER shall be the tie-breaker. All proceeds derived from litigation strategy shall be split between the parties as applicable hereunder based on the type of rights infringed after first deducting litigation costs. With respect to copyright litigation costs, the parties will endeavor to find a competent lawyer to take the case on a contingency basis. If such a lawyer cannot be found by mutual agreement, then the parties will endeavor in good faith to mutually agree upon a lawyer and litigation budget, provided that either party may decline to fund litigation at any time in their sole discretion and in such case shall not be required to pay or reimburse additional attorneys fees or costs to the funding party. Notwithstanding the foregoing, if one party funds litigation and the other does not, any revenue actually received shall still be split as provided herein, after first deducting actual attorneys fees and litigation costs actually incurred by the funding party.

8. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and all photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. AUTHOR indemnifies PUBLISHER against any such claims brought about by the publication of this book. AUTHOR agrees to pay any rights or licensing fees required for publication of submitted photographs.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

10. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, all rights in and to the idea and contents shall belong to AUTHOR. AUTHOR will reimburse to PUBLISHER advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Work as a result of AUTHOR's breach of this Agreement.



11. If PUBLISHER fails to publish the Book within TWELVE (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

PUBLISHER is not responsible for delays in publication of up to twelve (12) months caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death or prolonged illness of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve month period specified in this paragraph. If PUBLISHER does not publish the Work, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Work within twelve months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be out of print in the United States of America and PUBLISHER fails to bring out a new edition within EIGHTEEN (18) months of PUBLISHER's receipt of written request from the AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in the catalog issued to the trade by PUBLISHER. The PUBLISHER must notify AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

12. PUBLISHER will provide to AUTHOR FORTY (40) copies of the Book, at no charge, for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies, not to be sold, at FIFTY-FIVE percent (55%) discount from the cover price of the Book. No royalties will be paid for copies purchased by AUTHOR.

13. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of AUTHOR and the successors or assigns of PUBLISHER.

14. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be resolved, at the request of any party to this Agreement, by arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California. Notwithstanding the foregoing, the parties first shall endeavor in good faith to settle the matter, including, if necessary, by mutually selecting a mediator before resorting to arbitration.

DATED: 6-06-2011

By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: 6-6-2011

By: [REDACTED]
Barbara Schroeder (AUTHOR)

DATED: 6-6-2011

By: [REDACTED]
Clark Fogg (AUTHOR)

AGREEMENT

This Agreement is entered into as of April 14, 2003 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and GREG LA VOI of [REDACTED] ("AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER during the full term of copyright and all extensions thereof an exclusive license in the copyright of the Work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and all other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book is described as follows: *Barbie Loves L.A.* : A photography book featuring the Mattel doll Barbie at various historic locations in Los Angeles

Topic: The first in a projected series of books featuring Barbie visiting well-known locations in various places throughout the world

Approximate length: 75-100 images of Barbie plus captions and no more than 25,000 words of text.

3. For the first 10,000 copies of the Book sold by the PUBLISHER in the U.S., the PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues; and for all copies of the Book sold in the U.S. in excess of 10,000 copies, the PUBLISHER agrees to pay to AUTHOR a royalty of FIFTEEN percent (15%) of the net revenues.

For all copies of the Book sold by the PUBLISHER outside the U.S., the PUBLISHER agrees to pay to AUTHOR a royalty based on TEN percent (10%) of the net revenues.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns. PUBLISHER will pay this royalty to AUTHOR not more than 30 days after receipt of funds for books sold.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, motion picture*, radio, television*, video cassette*, large print editions, library editions, deluxe editions, selections*, abridgment*, condensation*, digest adaptation*, textbook, greeting cards, postcards, stationery, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, syndication and anthology publishing rights."Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the case of Book Club, sales "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties. *(subject to AUTHOR's consent)



6. On July 15, 2003, the AUTHOR, at his expense, shall deliver to the PUBLISHER all photographs (either color prints, transparencies or scans at no less than 600 dpi, scanned to the approval of both AUTHOR AND PUBLISHER) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the Book. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith prior obligation to cooperate with the PUBLISHER with respect to requests for revisions, the PUBLISHER will accept or reject the Book within 15 days of receipt of the completed manuscript. If rejected, the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's EXPENSE in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER shall have the right, in its discretion, to take any action necessary to prevent infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR agrees that the Book is the first of three books featuring "Barbie" in a series that he will write and photograph and that will be published per the terms of this Agreement by PUBLISHER. Publication of the two subsequent books will be at the sole discretion of the PUBLISHER. PUBLISHER retains first right of refusal for the AUTHOR's future books in the series, and for AUTHOR's next literary work outside the series and for any revised editions of the first Book as specified in section 2 of this Agreement.

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR indemnifies the PUBLISHER against any such claims brought about by the publication of this book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER

and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, other than breach of this Agreement by PUBLISHER, all rights in and to the idea and contents shall belong to the AUTHOR. AUTHOR will reimburse to PUBLISHER any advances against royalties paid to AUTHOR by PUBLISHER.

12. If the PUBLISHER fails to publish the Book within eighteen months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies..

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If the PUBLISHER does not publish the Work, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print for a period in excess of one year, all rights thereto shall revert to AUTHOR. In such case, the AUTHOR shall grant PUBLISHER a royalty right in future printings and derivative works on the same terms enjoyed by AUTHOR under this Agreement.

13. The PUBLISHER will provide to twenty (2) copies of the Book at no charge for the AUTHOR's personal use. In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at fifty 50% discount from the cover price of the Book.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. Publisher may assign this Agreement, but only in its entirety. Author may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this Agreement. Except in the case of death of Author, Publisher must be notified by letter of any such assignment of net sums by Author. An original copy of that signed letter must be sent to Publisher.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the state of California

DATED: July 10, 2002

PUBLISHER

By: Paddy Calistro
Paddy Calistro

DATED: July 10, 2003

AUTHOR

TAX ID NUMBER [REDACTED]

By: [REDACTED]
{author}

LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of September 16, 2003, by and between Mattel, Inc. ("Mattel"), a corporation organized under the laws of the State of Delaware, having its principal office at [REDACTED]; and Angel City Press ("Licensee"), having its principal office at 2118 Wilshire Boulevard, #880, Santa Monica, CA 90403.

WITNESSETH:

WHEREAS, Mattel is the owner of various trademarks, copyrights and other intellectual property rights in or to the Barbie® property and other Mattel fashion dolls, fashions and accessories (collectively, the "Marks") that Mattel uses in connection with various goods and services offered by Mattel to the public (the "Mattel Product"); and

WHEREAS, Licensee desires to advertise, promote, publish and sell a book (the "Book") and to use in connection therewith the Marks, including the title to the Book, namely Barbie Loves L.A. (the "Book Title") by Greg LaVoi; and

WHEREAS, Mattel is willing to license the use of the Marks on or in connection with the Book, including, but not limited to, the display, advertisement, promotion and sale of the Book in connection with the Marks and Licensee is desirous of obtaining such a license, on the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. License Grant. Mattel hereby grants to Licensee a limited non-exclusive license to use the Marks in conjunction with the advertisement, promotion, limited publication (as set forth in Section 2 below) and sale within the United States of the Book. Except for the specific rights which Mattel has granted hereunder to Licensee, Mattel reserves all rights in and to the Marks and all other intellectual property rights owned or held by Mattel.
2. Limitation of Publication Run(s). Licensee shall not be permitted to publish any more than Ten Thousand (10,000) copies of the Book.
3. License Fee. In consideration for the license granted herein, Licensee shall pay to Mattel a non-refundable one-time fee in the amount of US\$2,500 (the "License Fee"). The License Fee shall be due at the time of execution of this Agreement, and must be sent to Mattel at Mattel, Inc., Law Department, [REDACTED]. Payment of the License Fee by Licensee is a condition precedent to Licensee's right to exercise any rights hereunder; and Licensee's failure to promptly tender such payment shall entitle Mattel to unilaterally and immediately rescind this Agreement.
4. Term. This Agreement shall become effective on the date first written above and shall remain in effect for as long as Licensee continuously markets and sells the Book, or for a period of four (4) years, whichever first occurs, unless Mattel elects to terminate this license due to Licensee's failure to comply with the terms upon sixty (60) days advance written notice.
5. Quality Approvals/Samples.
 - a. Licensee agrees to submit the Book to Mattel prior to publication for Mattel's review and prior approval of photography, Licensee's use of the Marks, and the general tone of the work to ensure its suitability for

use with Mattel's brands. Licensee shall not be permitted to publish the Book until Licensee has received Mattel's written approval thereof, such approval not to be unreasonably withheld. In order to ensure that the quality of the Book is consistent with the sample(s) thereof approved by Mattel, Licensee at no charge shall provide to Mattel for its approval twelve (12) samples of the Book from the first print run, and from the first print run of any revised edition(s). Prior to placing any advertisements, promotions, and the like, Licensee agrees to provide Mattel with such advertisements and promotional materials for Mattel's prior written approval thereof. Licensee agrees to include the following legend in any advertising, promotion or similar matters:

BARBIE and associated trademarks are owned by Mattel, Inc. and used under license from Mattel, Inc. © 2003 Mattel, Inc. All Rights Reserved. With the exception of the trademark use license, Mattel, Inc. is not affiliated with this book.

b. Licensee agrees that (i) the Book shall be of a high standard; (ii) Licensee shall affix on all copies of the Book, appropriate legal notices as follows:

The word mark BARBIE, the Barbie doll and character likenesses, the color "Barbie pink" and associated trademarks are owned by and used under license from Mattel, Inc. © 2003 Mattel, Inc. All Rights Reserved. Mattel makes no representation as to the authenticity of the materials contained herein. All opinions are those of the authors and not of Mattel.

All Barbie® doll images and art are owned by Mattel, Inc. © 2003 Mattel, Inc. All Rights Reserved.

and (iii) Licensee shall provide Mattel a sample of the legal notice for Mattel's prior inspection and approval, which approval shall not be unreasonably withheld; and (iv) Licensee shall use its best efforts to ensure the accuracy of the contents of the Book and to ensure that the quality level of the Book is commensurate with the goodwill and reputation associated with the Marks.

c. Unless otherwise notified in writing by Mattel, all samples and materials required under this Section 5 should be sent to Mattel at Mattel, Inc., Law Department, [REDACTED]

6. Ownership of Intellectual Property. Licensee recognizes that nothing contained in this Agreement is intended as an assignment or grant to Licensee of any right, title or interest in or to the Marks or the goodwill attached thereto. Licensee agrees that Mattel shall own all rights in the Marks, including without limitation all rights in the Book Title. Thus, Licensee shall grant, convey, assign, quitclaim and set over unto Mattel all rights, title and interest in and to any copyrights, trademarks, designs, or other intellectual property which involve, derive from, or incorporate any of the Marks, to the extent any such rights may have accrued to Licensee through its use of the Marks in connection with the Book. Licensee agrees to execute all documents reasonably requested by Mattel to allow Mattel to establish or document ownership of the Marks, or to allow Mattel to exercise all right, title and interest in the Marks on the Book, including signing applications, assignments or other documents reasonably requested by Mattel. To this end, Licensee hereby appoints Mattel as Licensee's Attorney-in-Fact for the purpose of executing any necessary documents to perfect the ownership interest of Mattel in the Marks in connection with the Book. This power is coupled with an interest, and as such, is irrevocable. With respect to other intellectual property interests in the Mattel Product, Licensee recognizes and agrees that vis-à-vis Mattel, Mattel shall own all rights therein and thereto.

7. Third Party Rights. This Agreement does not purport to convey or license any third party rights to trade names, trademarks, service marks, design marks, brands, designs or other proprietary images, even if any such markings, designs or images appeared on the Mattel Product. In this regard, no warranty or

indemnity is given by Mattel with respect to any demand, cause of action, damages, liability, cost or expense arising from any claim that Licensee's publication, sale, promotion or advertisement of the Book infringes upon the intellectual property rights, publicity rights, or privacy rights of any third party or otherwise constitutes unfair competition. It is expressly agreed that it is the sole responsibility of Licensee to carry out such investigations as it may deem appropriate to establish that the Book, and any related promotional and advertising material created hereunder, do not infringe such rights of any third party, and Mattel shall not be liable to Licensee if such infringement occurs. It is Licensee's sole obligation and responsibility to obtain a license or permitted use from any third parties holding such rights, and upon request by Mattel, to provide Mattel with satisfactory evidence that Licensee has obtained all such third party licenses or permissions prior to publication of the Book.

8. Compliance with Laws. Licensee further agrees to comply with local, state and federal laws in its manufacture, sale and/or advertising of the Book. However, nothing herein shall obligate Licensee to manufacture, market, advertise or sell the Book.

9. Records and Sales Reports. Licensee shall, within thirty (30) days following the end of each calendar year, starting with the year in which sales of the Book commence, submit to Mattel a true and full report covering the sales of the Book during the preceding year. Such report should be sent to Mattel at Mattel, Inc., Law Department, [REDACTED]. Each such report shall show the number of Books sold and returned during the preceding year, as well as the number of Books still remaining in Licensee's inventory as of December 31st of the preceding year. Licensee agrees to keep such full and accurate records regarding the publication and sale of the Books as are necessary to verify Licensee's compliance with its obligations under the Agreement. For purposes of such verification, Licensee shall permit Mattel or its authorized representative to have full access to such records and to examine them during normal business hours upon reasonable prior notice.

10. Indemnification. Licensee agrees to indemnify Mattel, its present and future officers, directors, shareholders, employees and agents, and to undertake to defend and hold them and each of them harmless from and against any and all claims, demands, causes of action, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising from the activities of Licensee under this Agreement or out of any breach by Licensee of any warranty or agreement made by Licensee herein, including but not limited to (a) the unauthorized use, infringement, and/or violation of any trademark, copyright, design, patent, process, method, device, or other intellectual property right of any third party, (b) the libel, slander, or invasion of privacy of any third party, and (c) any personal injury claims or actions. Licensee further agrees to maintain Products Liability and General Liability Insurance coverage naming Mattel as an additional insured, in an amount sufficient to fulfill Licensee's obligations under this section. Evidence of such insurance shall be provided to Mattel upon request.

11. Assignments. Licensee shall not be permitted to assign, license, sublicense or otherwise convey this Agreement to any third party. Mattel, however, may assign, license, sublicense or otherwise convey its rights hereunder at any time to any party.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement merges and supersedes all prior and contemporaneous agreements, undertakings, covenants or conditions, whether oral or written, express or implied, to the extent they contradict or conflict with the provisions hereof.

13. Governing Law/Jurisdiction. This Agreement and each and every one of its provisions shall be interpreted under the laws of the State of California without regard to any choice of law or conflict of law provisions or rules, whether such provisions or rules are that of the State of California or any other jurisdiction.

All actions hereunder shall be brought, and each of the parties irrevocably consents to exclusive jurisdiction, in federal or California state courts.

14. Binding Nature. This Agreement and all terms and provisions thereof shall inure to the benefit of and shall be fully binding upon the parties hereto, their directors, officers, employees, agents, heirs, personal representatives, successors and assigns.

15. Waiver. No change, waiver or discharge hereof shall be valid unless it is in writing and is executed by the party against whom such change, waiver or discharge is sought to be enforced. No waiver of any term, provision or condition of this Agreement, the breach or default thereof, by conduct or otherwise, in one or more instances shall be deemed to be either a continuing waiver or a waiver of a subsequent breach or default of any such term, provision or condition of this Agreement.

16. Severability. If any provision of this Agreement shall be determined, by a court having jurisdiction, to be invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby but shall continue in full force and effect as though such invalid, illegal or unenforceable provisions were not originally a part of this Agreement.

17. Notices. Under this Agreement, if one party is required to give notice to the other, such notice shall be deemed given if (a) personally delivered, or (b) sent by United States Postal Service, postage prepaid, Certified Mail, Return Receipt Requested, to Mattel at Mattel, Inc., Law Department, [REDACTED] and to Licensee at the address of its principal office as first set forth above. Notice is deemed effective immediately upon personal delivery and on the third business day following deposit as certified mail.

18. Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties. Any facsimile copy of this Agreement original or facsimile signatures of authorized persons shall be considered an original Agreement binding on the parties. Thus, the parties hereto agree that there may be several original copies of the Agreement.

19. Headings; Rights, Benefits and Beneficiaries. The headings of the Agreement's sections are for convenience only, and shall not have any effect in construing the contents of the respective sections. Except as expressly provided herein, this Agreement is not intended to confer any rights, benefits or remedies upon any person other than the parties hereto.

20. Representations. Mattel represents to Licensee that Mattel has the full power and authority to enter into this Agreement. Licensee represents to Mattel that Licensee has the full power and authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Mattel, Inc.

By: [REDACTED]

Print Name: C. DeRosa

Title: VP, Consumer Products

Angel City Press

By: Paddy Calistro

Print Name: PADDY CALISTRO

Title: PRESIDENT

Oct 3, 2003

AGREEMENT

This Agreement is entered into as of February 14, 2007 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and ANNA SKLAR of [REDACTED] ("AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER, an exclusive license in the copyright of the Work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book is described with the working title as follows: THE LA SEWER SYSTEM an historical narrative of the relationships that have existed in the development of an urban sewer system.

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all copies of the Work that are sold.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for motion picture, radio, television, video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

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The PUBLISHER shall provide AUTHOR with copies of any licenses granted. The PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

6. On September 1, 2007 the AUTHOR, at his expense, shall deliver to the PUBLISHER all text and images (in the form of scan or print) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith obligation to cooperate with the PUBLISHER with respect to written requests for revisions, the PUBLISHER will in good faith accept or reject the Book in writing within forty-five (45) days of delivery of the completed manuscript. If rejected, the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER, and furthermore, the AUTHOR may retain the monies paid to the AUTHOR, and the PUBLISHER shall not be obligated to make any further payments hereunder.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's EXPENSE in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER and the AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for any of his/her future text/photo projects.

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR indemnifies the PUBLISHER against any such claims brought about by the publication of this book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

as per

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, all rights in and to the idea and contents shall belong to the AUTHOR. AUTHOR will reimburse to PUBLISHER advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Work as a result of AUTHOR's breach of this Agreement.

12. If the PUBLISHER fails to publish the Book within eighteen (18) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If the PUBLISHER does not publish the Work, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement because the PUBLISHER has failed to publish the Work within eighteen months of acceptance of the completed manuscript, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print in the United States of America and the PUBLISHER fails to bring out a new edition within eighteen months of the PUBLISHER's receipt of written request from the AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be 'in print' only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by the PUBLISHER and listed in the catalog issued to the trade by the PUBLISHER. The PUBLISHER must notify the AUTHOR in writing upon the PUBLISHER's failure to keep the book in print.

13. The PUBLISHER will provide to AUTHOR twenty (20) copies of the Book at no charge for the AUTHOR's personal use. In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at fifty percent (50%) discount from the cover price of the Book.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by the AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the state of California.

DATED: _____

By: *Paddy Calistro*
Paddy Calistro for Angel City
Press, PUBLISHER

DATED: *February 14, 2007*

SOCIAL SECURITY NUMBER



By:



Anna Sklar, AUTHOR

asR



PUBLISHING AGREEMENT

This Publishing Agreement is entered into as of ^{March 22, 2023} ~~(AGREEMENT DATE)~~ by Angel City Press, Inc., of 2118 Wilshire Blvd., Suite 880, Santa Monica, California 90403 ("PUBLISHER"), and Chris Nichols, of [REDACTED] (herein referred to as "AUTHOR").

1. The Book: "The Book" is described as a non-fiction literary work with the working title: *Bowlarama*. The final title of the Book will be determined by mutual agreement of the parties. The Book will be based on AUTHOR's submitted manuscript, which will include approximately 35,000 words and approximately 250 rights-cleared images.

2. Grant of Rights: AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including hardcover, softcover, and any form of electronic editions of the Book described in Section 1 throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in Section 3 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

3. Licensing of Subsidiary Rights: PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form, and in such forms as defined in Section 2, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses) shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER. PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all licensed editions and translations.

With respect to revenue derived from licensing of other printed publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a bi-annual basis. These rights are limited to foreign publications, graphic interpretations including but not limited to graphic novelization or comic books, book clubs, magazine serialization, large print editions, library editions, deluxe editions, and anthology publishing rights.

With respect to the sale of rights for documentaries the parties will share net licensing revenue as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

With respect to licensing of other rights in the Book to third parties for excerpts (whether printed or electronic), abridgment, condensation, digest adaptation, textbook, computer, and/or data storage transmission and retrieval, whether by any medium or method now known or developed in the future, parties will share the net revenue received by PUBLISHER as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

4. Deliverables and Schedule: On or before September 11th, 2023, AUTHOR shall submit to the PUBLISHER the full original manuscript accompanying images (with captions and credit/clearance information) described in Section 1.. A final hard copy of the text, including captions, will accompany the submission of the electronic file of that text, including captions. All images should be submitted in digital file form, with each individual image file labeled per the instruction of PUBLISHER and accompanied by documentation of the right to publish each image. AUTHOR will provide documentation signed by the rights holder, indicating that all rights have been cleared for reproduction of the image in all editions of the book, whether printed or electronic. AUTHOR is responsible for any fees related to rights clearance for use of photographs and/or essays by contributors. These data files of text and images shall include any related material required in the opinion of PUBLISHER for publication of the Book.



The parties agree that acceptance of all text and images for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work by PUBLISHER. AUTHOR agrees to complete the information required by PUBLISHER to identify each image in the book, including its source and clearance for publication, and AUTHOR will attest to the accuracy of the photo credits they supply.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the original manuscript within THIRTY (30) days of receipt of the image and text files that may be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the original manuscript elsewhere, with no remaining obligation to PUBLISHER.

5. Failure by Author: If AUTHOR fails to complete and deliver to PUBLISHER the original manuscript as provided in Section 4 as a result of AUTHOR's breach of this Agreement, all rights in and to the submitted manuscript (text and images) shall belong to AUTHOR, subject only to reimbursement of the initial advance against royalties paid by PUBLISHER upon execution of this Agreement. If PUBLISHER is unable to complete the Book for publication for any reason attributable to AUTHOR, the rights in the edited work may be released, at PUBLISHER's discretion, upon AUTHOR's reimbursement to PUBLISHER of all advances against royalties paid to AUTHOR, as well as any out-of-pocket expenses, including but not limited to the costs of editing and graphic design of the work, incurred by PUBLISHER for the production of the Book.

6. Failure by Publisher: If PUBLISHER fails to publish the Book within twenty-four (24) months of acceptance of the edited manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the then edited work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, pandemics, strikes, work stoppage, loss of materials by other parties, supply-chain slowdowns, lack of cooperation by AUTHOR, or the prolonged illness or death of officers of PUBLISHER. The length of any such delay will be added to the specified twenty-four (24) month deadline, and PUBLISHER will have the right to establish a new publication date.

If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book per the extended deadline, except for breach of this Agreement by AUTHOR, PUBLISHER will, upon written request by AUTHOR, return all materials originally submitted per Section 4 to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER failed to bring out a new edition within twelve (12) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed as one off PUBLISHER's titles issued to the trade by PUBLISHER or its distributor(s).

7. Original Work: AUTHOR warrants that the original manuscript is original in all respects, other than quoted material and images that may have been published before but whose ownership rights are cleared for publication in the Book; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation.



AUTHOR indemnifies PUBLISHER against any copyright-infringement claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that, in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, shall share equally in the expense of any applicable deductible under PUBLISHER's insurance coverage and any claims not covered by the insurance policy.

8. Design, Layout, and Production: The PUBLISHER will determine the format, design, and layout of the book to best present the content to the book market and within the limitations of the manufacturing equipment and within acceptable production costs for the PUBLISHER. AUTHOR will review the stages of the layout and design and may make recommendations, and such recommendations will be considered by PUBLISHER. PUBLISHER will make a good faith effort to collaborate with AUTHOR on the book's cover. However, PUBLISHER retains the right to make all final decisions regarding the format, design, and layout.

9. Copyright Registration and Notice: The copyright in the Book shall be registered with the Register of Copyrights of the United States Copyright Office within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the name of AUTHOR.

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall each have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

10. Revenue and Author Royalty: PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues for all printed copies of the Book that are sold and twenty-five percent (25%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps." AUTHOR will also receive a 15% sales commission on net revenues of the Book where AUTHOR initiates sales to bowling alleys or bowling businesses.

All royalties will be paid semiannually on the basis of cash received from net revenues of the Book adjusted for returns. Earnings will be calculated for periods ending June 30 and December 31 of each calendar year, and paid within thirty (30) days of each date of calculation.

10a. "Net revenues," as used in this AGREEMENT, refers to funds received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions paid to or withheld by distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. (In the specific case of book club sales, costs deducted include printing costs actually incurred by PUBLISHER.) PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the



other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the total amount paid to AUTHOR until that time, under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

12. Author Copies and Purchases: PUBLISHER will provide THIRTY FIVE copies of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary books to rights grantors. AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book, plus applicable state sales tax, and shipping costs. AUTHOR agrees that these copies may not be made available for sale in competition with any sales channel of PUBLISHER. Author royalties, as defined in Section 10 of this AGREEMENT, will not be paid to AUTHOR for copies of the Book purchased by AUTHOR.

13. Follow-on Work: AUTHOR agrees to offer first right of refusal to PUBLISHER for the next nonfiction book proposal by either AUTHOR that is relevant to the history of Los Angeles.

14. Indemnification: Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

15. Assignment: This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of AUTHOR and the successors or assigns of PUBLISHER. PUBLISHER may assign the Agreement, but only in its entirety. AUTHOR may assign any net sums due or to become due hereunder, but may not assign any rights or obligations of this Agreement. Except in the case of death of AUTHOR, PUBLISHER must be notified by letter of any such assignment of net sums by AUTHOR. In the case of the death of any of the parties known herein as AUTHOR, the heirs, executors, or administrators of his/their estate(s) must notify PUBLISHER.

16. Resolution of Dispute: Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by binding arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: March 27, 2023

By: Raddy Calistro for ACP



ANGEL CITY PRESS

(PUBLISHER)

DATED: 3/22/23

By: [REDACTED]
(AUTHOR)

*please excuse the
delay in returning
this. I look
forward to working
with ACP.
Thank you.
Chi Jia*



AGREEMENT

This Agreement is entered into as of August 1, 1998 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd., Suite 880, Santa Monica CA 90403 ("PUBLISHER"), and Dan Ouellette, [REDACTED] ("AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER during the full term of copyright and all extensions thereof an exclusive license in the copyright of the Work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and all other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book is described as follows:

Title (as currently planned): The Bug Book

Topic: An anecdotal history of the Volkswagen Beetle in America

Approximate length: 30,000 words plus approximately 150 photographs

3. For the first 15,000 copies of the Book sold by the PUBLISHER in the U.S., the PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of the net revenues; and for all copies of the Book sold in the U.S. in excess of 15,000, the PUBLISHER agrees to pay to AUTHOR a royalty of FIFTEEN percent (15%) of the net revenues.

For all copies of the Book sold by the PUBLISHER outside the U.S., the PUBLISHER agrees to pay to AUTHOR a royalty based on TEN percent (10%) of the net revenues.

All royalties will be paid monthly on the basis of cash received from net revenue of the Book adjusted for returns. PUBLISHER will pay this royalty to AUTHOR not more than 30 days after receipt of funds for books sold.

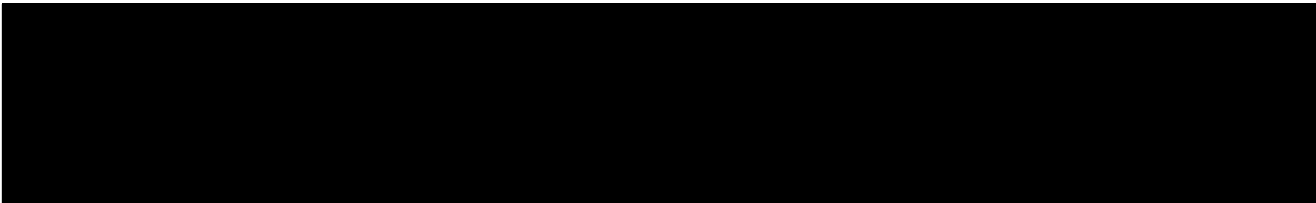
3a. "Net revenues," as used in this Agreement, refers to money actually received by Publisher for the sale of copies of the Work, after deducting sales and distribution fees and commissions, product returns, shipping, customs, insurance, taxes, currency exchange discounts and costs of collection.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER. If the PUBLISHER sells

sheets or bound books for other publishers' editions at a price inclusive of royalty, the AUTHOR shall receive FIFTY percent (50%) of the PUBLISHER's net profits (gross profits less manufacturing costs).

With respect to any revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a monthly basis. These rights shall include: trade and mass-market paperback, Book Clubs, first and second magazine serialization, motion picture*, radio, television*, video cassette*, large print editions, library editions, deluxe editions, selections*, abridgment*, condensation*, digest adaptation*, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the case of Book Club, sales "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

*(subject to AUTHOR's consent)



In addition to the advance against royalties specified in the preceding paragraph, there is an additional budget of five hundred dollars (\$500) which is to be used only by agreement of both AUTHOR and PUBLISHER, for the purchase of additional photographs deemed necessary to complete the book. The funds used from this budget shall be added to the total of the advance against royalties.

6. The AUTHOR, at his expense, shall deliver to the PUBLISHER the photographs the photographs and a complete final hard copy of the manuscript and an edited electronic computer disk that includes the manuscript, including captions, of the Book, in form and content satisfactory to the PUBLISHER, no later than September 15, 1998. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work. The parties further agree that revisions to the Book shall be arrived at through consultation and mutually-agreeable editorial changes, subject to the PUBLISHER's right to request alterations deemed in the best interest of the commercial success of the Book.

Subject to the AUTHOR's good faith prior obligation to cooperate with the PUBLISHER with respect to requests for revisions, the PUBLISHER will accept or reject the Book within 45 days of receipt of the completed manuscript. If rejected, the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER'S expense in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER shall have the right, in its discretion, to take any action necessary to prevent infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for the AUTHOR's next literary work.

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR indemnifies the PUBLISHER against any such claims brought about by the publication of this book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, other than breach of this Agreement by PUBLISHER, all rights in and to the idea and contents shall belong to the AUTHOR.

12. If the PUBLISHER fails to publish the Book within eighteen months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR. In lieu of other remedies, AUTHOR shall be entitled to retain any advance royalties already paid at the time of termination.

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If the PUBLISHER does not publish the Work, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print for a period in excess of one year, all rights thereto shall revert to AUTHOR. In such case, the AUTHOR shall grant PUBLISHER a royalty right in future printings and derivative works on the same terms enjoyed by AUTHOR under this Agreement. In addition, in such event, AUTHOR shall have the right to buy all material (including plates and inventory, if any) at that time in the hands of PUBLISHER at cost.

14. The PUBLISHER will provide to AUTHOR TEN (10) copies of the Book at no charge for the AUTHOR's personal use. In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at 50% discount from the PUBLISHER's suggested retail cover price of the Book. No royalties will be paid to AUTHOR on books he purchases.

14. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by final and binding arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing Rules of Practice and Procedure of Judicial Arbitration & Mediation, Inc.

(J.A.M.S.), and judgment upon any award rendered by the arbitrators (s) may be entered by any state or federal court having jurisdiction thereof.

DATED: September 10, 1998

PUBLISHER

By: Paddy Calistro
Paddy Calistro

DATED: 27 August 1998

AUTHOR

By: 

Author's Social Security number 

Dan Ouellette



ANGEL CITY PRESS

June 10, 2002

AMENDMENT

The following paragraph amends the Agreement dated August 1, 1998

between Angel City Press and Dan Ouellette

for the book entitled The Volkswagen Bug Book

published in 1999

This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. Publisher may assign this Agreement, but only in its entirety. Author may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this Agreement. Except in the case of death of Author, Publisher must be notified by letter of any such assignment of net sums by Author. An original copy of that signed letter must be sent to Publisher.

I agree to the Amendment

signature

6/21/02

date

DAN OUELLETTE

print name

on behalf of: _____
name of entity (if applicable)

Agreed, for Angel City Press

Paddy Calistro
Paddy Calistro, publisher

6.10.02

date



This Agreement is entered into as of September 12, 2018 by Angel City Press, Inc. of 2118 Wilshire Blvd., Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and Nathan Marsak of [REDACTED] (herein referred to as "AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book.

2. The Book is described as follows: a history of Bunker Hill, Los Angeles.

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all printed copies of the Book that are sold and TWENTY-FIVE percent (25%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps." All royalties will be paid twice a year on the basis of cash received from net revenue of the Book adjusted for returns; on or about June 30 and December 31.

3a. Net revenues," as used in this Agreement, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, not to exceed FIFTEEN percent (15%) in the aggregate, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this Agreement, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net



licensing revenue” shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, “reasonable costs” shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for radio, video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: Eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER. With regard to the specific sale of rights for motion picture or television productions, the parties will split the revenue sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

[REDACTED]

6. On April 1, 2019, at their expense, shall deliver to PUBLISHER all text and images (in the form of scan or print) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book in writing within thirty (30) days of delivery of the completed manuscript. If rejected, AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and furthermore, AUTHOR may retain the monies paid to AUTHOR, and PUBLISHER shall not be obligated to make further payments hereunder.

7. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense in the name of AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.



8. AUTHOR agrees to offer first right of refusal to PUBLISHER for either of their next non-fiction work that is relevant to the history of Los Angeles.

9. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Book, as described in paragraph 6, for any reason, all rights in and to the completed manuscript shall belong to AUTHOR. AUTHOR will reimburse PUBLISHER for advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Book as a result of AUTHOR's breach of this Agreement.

12. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve (12) month period specified in this paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States



through normal retail channels in an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER.

13. PUBLISHER will provide to each AUTHOR twenty (20) copies of the Book at no charge for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies at fifty percent (50%) discount from the cover price of the Book.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: _____

By: _____
Paddy Calistro for Angel City Press (PUBLISHER)

DATED: _____

By: _____
Nathan Marsak (AUTHOR)

PUBLISHING AGREEMENT

This Agreement is entered into as of September 28, 2011, 2010 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and Judith Gerber of [REDACTED] and Rachel Surls of [REDACTED] (jointly, "AUTHOR").

1. AUTHOR hereby grants to PUBLISHER an exclusive license under the copyright of the literary work described in paragraph 2 below (the "Book") including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the Book throughout the world in the English language and other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book has the working title: *From Cows to Concrete: How Farming Transformed Los Angeles County*.

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all copies of the Book that are sold.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns, beginning six months after the publication of the Book. PUBLISHER shall provide to AUTHOR a statement of Net Revenues from sale of all the editions and other exploitation and disposition of rights to the Books, and other credits and debits relating to the Books.

The AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Books during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in PUBLISHER's favor which amount to, at the time of such error, FIVE percent (5%) or more of the total sum paid to AUTHOR under this Agreement, in which case PUBLISHER shall contribute to the cost of the examination up to the lesser of the amount of the error determined as a result of the examination, or \$1,000.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER

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for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. PUBLISHER shall have the exclusive right to license the Book to other publishers outside of the United States for publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. PUBLISHER shall not have the right of syndication and first and second magazine serialization without previous consent of AUTHOR, and such consent shall not be unreasonably withheld by Author. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for selections, abridgment, condensation, digest adaptation, film and/or television and/or stage adaptation, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent, which shall not be unreasonably withheld. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

PUBLISHER shall provide AUTHOR with copies of any licenses granted. PUBLISHER shall provide to AUTHOR at least FOUR (4) copies of the Book as it appears in all editions and translations outside of the United States.

6. All payments by PUBLISHER to AUTHOR detailed in paragraphs 3 and 4 above, shall be FIFTY percent (50%) to Judith Gerber, and FIFTY percent (50%) to Rachel Surls.

7. On April 30, 2012, AUTHOR, shall deliver to PUBLISHER all text and images (in digital format suitable for four-color reproduction) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript for the Book in Word format. The text of the Book, including captions, shall not exceed FORTY-FIVE THOUSAND (45,000) words. The disk shall include any related material, required in the opinion of both AUTHOR and PUBLISHER, for publication of the Book; specifically included will be captions for all images.

The parties agree that acceptance of the manuscript and photographs for publication shall rest in the sole discretion of PUBLISHER who shall not be unreasonable in its acceptance. AUTHOR shall cooperate with requests for changes and revisions, and agrees to use their best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER shall in good faith accept or reject the Book in writing within THIRTY (30) days of delivery of the completed manuscript. If rejected, the AUTHOR shall be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and furthermore, AUTHOR may retain the monies paid to AUTHOR, and PUBLISHER shall not be obligated to make any further payments hereunder.

AUTHOR shall have TWO (2) opportunities for review, change and approval of BOOK. PUBLISHER shall send the edited manuscript to AUTHOR for approval prior to it being made ready for page layout, and PUBLISHER shall send page layouts or other production materials to AUTHOR. In each case, AUTHOR may make requests for changes to such materials, provided such changes are delivered to PUBLISHER within THREE (3) days from receipt of edited manuscript or page layouts, but the final decision to implement these changes shall rest with PUBLISHER. All non-material changes, such as those changes based on copyediting and proofreading shall not require AUTHOR approval.

8. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by PUBLISHER at PUBLISHER's expense in the name of AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

9. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and all photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. AUTHOR indemnifies PUBLISHER against any such claims brought about by the publication of this book. AUTHOR agrees to pay any rights or licensing fees required for publication of submitted photographs.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, all rights in and to the idea and contents shall belong to AUTHOR. AUTHOR will reimburse to PUBLISHER advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Work as a result of AUTHOR's breach of this Agreement.

12. If PUBLISHER fails to publish the Book within TWELVE (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death or prolonged illness of officers of the board of PUBLISHERS. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve month period specified in this paragraph. If PUBLISHER does not publish the Work, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Work within twelve months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be out of print in the United States of America and PUBLISHER fails to bring out a new edition within EIGHTEEN (18) months of PUBLISHER's receipt of written request from the AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in the catalog issued to the trade by PUBLISHER. The PUBLISHER must notify AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

13. PUBLISHER will provide to AUTHOR FIFTY (40) copies of the Book (TWENTY to Judith Gerber, and TWENTY to Rachel Surls), at no charge, for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies, not to be sold at venues traditionally within PUBLISHER's markets, at FIFTY percent (50%) discount from the cover price of the Book. No royalties will be paid for copies purchased by AUTHOR.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators

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of AUTHOR and the successors or assigns of PUBLISHER.

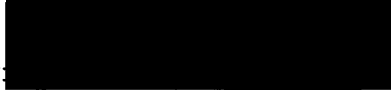
15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

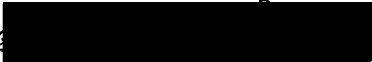
DATED: September 28, 2011

DATED: 9/28/2011

DATED: 9-28-2011

By: Paddy Calistro
Paddy Calistro for Angel City Press

By: 
Judith Gerber

By: 
Rachel Suris



PUBLISHING AGREEMENT

This Publishing Agreement is entered into as of February 10, 2022 by Angel City Press, Inc., at the mailing address 2118 Wilshire Blvd., Suite 880, Santa Monica CA 90403 ("PUBLISHER") and California Garden & Landscape History Society, at the mailing address [REDACTED] (herein referred to as "AUTHOR"). The PROJECT CO-EDITORS, as referred to in this Agreement, are Christine Edstrom O'Hara and Susan Chamberlin.

1. **The Book:** "The Book" is described as a non-fiction literary work with the working title: *Essential Eden*. The final title will be determined by mutual agreement of the parties. The Book will be based on AUTHOR's submitted manuscript, which will include approximately fifty thousand (50,000) words and a maximum of two hundred (200) rights-cleared images.

2. **Grant of Rights:** AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including hardcover, softcover, and any form of electronic editions of the Book described in Section 3 throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in Section 3 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

3. **Licensing of Subsidiary Rights:** PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form, and in such forms as defined in Section 2, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses) shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER. PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all licensed editions and translations.

With respect to revenue derived from licensing of other printed publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a bi-annual basis. These rights are limited to foreign publications, graphic interpretations including but not limited to graphic novelization or comic books, book clubs, magazine serialization, large print editions, library editions, deluxe editions, and anthology publishing rights.

With respect to the sale of rights for audio, including but not limited to podcasts, motion picture, or television productions, the parties will share net licensing revenue as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

With respect to licensing of other rights in the Book to third parties for excerpts (whether printed or electronic), abridgment, condensation, digest adaptation, textbook, computer, and/or data storage transmission and retrieval, whether by any medium or method now known or developed in the future, parties will share the net revenue received by PUBLISHER as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER. Copies of all licenses shall be provided by PUBLISHER to AUTHOR.

4. **Deliverables and Schedule:** On or before March 15, 2023, AUTHOR shall submit to PUBLISHER the full original manuscript accompanying images (with captions and credit/clearance information) described in Section 1. A final hard copy of the text, including captions, will accompany the submission of the electronic file of that text, including captions. All images should be submitted in digital file form, with each individual image file labeled per the instruction of



PUBLISHER and accompanied by documentation of the right to publish each image. AUTHOR will provide documentation signed by the rights holder, indicating that all rights have been cleared for reproduction of the image in all editions of the Book, whether printed or electronic. AUTHOR is responsible for any fees related to rights clearance for use of photographs and/or essays by contributors. These data files of text and images shall include any related material required in the opinion of PUBLISHER for publication of the Book. AUTHOR will submit a selection of images on or before July 1, 2022 that they suggest as suitable for the cover of the Book, as well 6 images that can be included in distribution catalogs, both printed and digital.

The parties agree that acceptance of all text and images for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use its best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work by PUBLISHER. AUTHOR agrees to complete the information required by PUBLISHER to identify each image included in the Book, including its source and clearance for publication, and AUTHOR will attest to the accuracy of the photo credits they supply.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the original manuscript within thirty (30) days of receipt of the image and text files that may be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the original manuscript elsewhere, with no remaining obligation to PUBLISHER.

5. Failure by Author: If AUTHOR fails to complete and deliver to PUBLISHER the original manuscript as provided in Section 4 as a result of AUTHOR's breach of this Agreement, all rights in and to the submitted manuscript (text and images) shall belong to AUTHOR, subject only to reimbursement of any initial advance against royalties paid by PUBLISHER upon execution of this Agreement. If PUBLISHER is unable to complete the Book for publication for any reason attributable to AUTHOR, the rights in the edited work may be released, at PUBLISHER's discretion, upon AUTHOR's reimbursement to PUBLISHER of all advances against royalties paid to AUTHOR, as well as any out-of-pocket expenses, including but not limited to the costs of editing and graphic design of the work, incurred by PUBLISHER for the production of the Book.

6. Failure by Publisher: If PUBLISHER fails to publish the Book within twenty-four (24) months of acceptance of the edited manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the then edited work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, pandemics, strikes, work stoppage, loss of materials by other parties, supply-chain slowdowns, lack of cooperation by AUTHOR, or the prolonged illness or death of officers of PUBLISHER. The length of any such delay will be added to the specified twenty-four (24) month deadline, and PUBLISHER will have the right to establish a new publication date.

If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book per the extended deadline, except for breach of this Agreement by AUTHOR, PUBLISHER will, upon written request by AUTHOR, return all materials originally submitted per Section 4 to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER failed to bring out a new edition within twelve (12) months of PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal



retail channels in an English language edition issued by PUBLISHER and listed as one off PUBLISHER's titles issued to the trade by PUBLISHER or its distributor(s).

7. **Original Work:** AUTHOR warrants that the original manuscript is original in all respects, other than quoted material and images that may have been published before but whose ownership rights are cleared for publication in the Book; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation.

AUTHOR indemnifies PUBLISHER against any copyright-infringement claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that, in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, shall share equally in the expense of any applicable deductible under PUBLISHER's insurance coverage and any claims not covered by the insurance policy.

8. **Design, Layout, and Production:** PUBLISHER will determine the format, design, and layout of the Book to best present the content to the book market and within the limitations of the manufacturing equipment and within acceptable production costs for PUBLISHER. AUTHOR will review the stages of the layout and design and may make recommendations, and such recommendations will be considered by PUBLISHER. However, PUBLISHER retains the right to make all final decisions regarding the format, design, and layout.

9. **Copyright Registration and Notice:** The copyright in the Book shall be registered with the Register of Copyrights of the United States Copyright Office within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the names of AUTHOR (California Garden & Landscape History Society), and PROJECT CO-EDITORS (Christine Edstrom O'Hara and Susan Chamberlin), as named in the introductory paragraph of this Agreement.

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR and PROJECT CO-EDITORS shall each have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

10. **Revenue and Author Royalty:** PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues for all printed copies of the Book that are sold and twenty-five percent (25%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps."

All royalties will be paid semiannually on the basis of cash received from net revenues of the Book adjusted for returns. Earnings will be calculated for periods ending June 30 and December 31 of each calendar year, and paid within thirty (30) days of each date of calculation.

10a. "Net revenues," as used in this AGREEMENT, refers to funds received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions paid to or withheld by distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such



as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. (In the specific case of book club sales, costs deducted include printing costs actually incurred by PUBLISHER.) PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the total amount paid to AUTHOR until that time, under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

12. Author Copies and Purchases: PUBLISHER will provide twenty-five (25) copies of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary copies to rights grantors. AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book, plus applicable state sales tax, and shipping costs. AUTHOR to purchase a minimum of one hundred (100) copies upon publication. AUTHOR agrees that these copies may not be made available for sale in competition with any sales channel of PUBLISHER. Author royalties, as defined in Section 10 of this AGREEMENT, will not be paid to AUTHOR for copies of the Book purchased by AUTHOR.

13. Follow-on Work: AUTHOR and/or PROJECT CO-EDITORS as a team agree to offer first right of refusal to PUBLISHER for the next nonfiction book proposal by either AUTHOR and/or PROJECT CO-EDITORS that is relevant to the history of landscaping and gardens in California.

14. Indemnification: Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

15. Assignment: This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of AUTHOR and the successors or assigns of PUBLISHER. PUBLISHER may assign the Agreement, but only in its entirety. AUTHOR may assign any net sums due or to become due hereunder, but may not assign any rights or obligations of this Agreement. Except in the case of disbandment of AUTHOR, PUBLISHER must be notified



by letter of any such assignment of net sums by AUTHOR. In the case of the disbandment of any of the parties known herein as AUTHOR, the heirs, executors, or administrators of its estate(s) must notify PUBLISHER.

16. **Resolution of Dispute:** Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by binding arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: 2/20/2022

By: Paddy Calistro
PADDY CALISTRO
for Angel City Press
(PUBLISHER)

DATED: 2/15/22

By: [REDACTED]
Keith Park
President, California Garden &
Landscape History Society
(AUTHOR)



AGREEMENT

This Agreement is entered into as of September 20, 1995, by **ANGEL CITY PRESS, INC.** of 2118 Wilshire Blvd., Suite 880, Santa Monica CA 90403 ("PUBLISHER"), and **BETTY GOODWIN** of [REDACTED] ("AUTHOR").

1. AUTHOR hereby grants and assigns to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described below anywhere and in the world, including the right in derivative works thereof and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book is described as follows:

Title (as currently planned): **Chasen's: Where the Stars Dined**

Topic: **Photographs, text and recipes documenting the history of this legendary restaurant.**

Approximate length: **10,000 words, 50 illustrations (photos, memorabilia, etc.) and no fewer than 30 pre-tested recipes**

3. For all copies of the Book sold by the PUBLISHER in the U.S. at a discount from the cover price, the PUBLISHER agrees to pay to AUTHOR a royalty based on **twenty-five percent (25%)** of Net Revenues.

For all copies of the book sold by the PUBLISHER in the U.S. at the suggested retail price (the price listed in the Publisher's catalog), the PUBLISHER agrees to pay to AUTHOR a royalty based on **twelve percent (12%)** of the cover price.

For all copies of the Book sold by the PUBLISHER outside the U.S., the PUBLISHER agrees to pay to AUTHOR a royalty based on **twelve percent (12%)** of Net Revenues.

"Net Revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Book, net of returns, after deduction of shipping, customs, insurance, fees and commissions, taxes, currency exchange discounts and costs of collection.

All royalties will be paid monthly on the basis of Net Revenues received the previous calendar month. PUBLISHER will pay this royalty in equal proportion to AUTHOR and to **ARMAND DEUTSCH*** of [REDACTED] not more than 30 days after the month of receipt of funds for books sold.

4. The PUBLISHER shall have the exclusive right to license rights in the Book to third parties. The PUBLISHER agrees to pay AUTHOR and **ARMAND DEUTSCH** in equal proportions **fifty-five**

percent **(55%)** of all Net Licensing Revenue received by PUBLISHER, not more than 30 days after the month of receipt of funds. These rights shall include licensing for: trade paperback, mass-market paperback, book club and book club editions, first and second magazine and/or newspaper serialization rights, large print editions, library editions, deluxe editions, selections*, abridgments*, condensations*, digest adaptations*, textbooks, computer and/or data storage transmission and retrieval of all or portions of the book (whether by disc, cassette, teletext, video text or any other method), syndication and anthology publishing rights. "Net Licensing Revenue" shall mean all sums received from licenses less all reasonable costs incurred by PUBLISHER pursuant to the licensing of such publication rights to such licensees.

*(subject to AUTHOR's consent)

The PUBLISHER shall have the exclusive right to license to other publishers outside the United States publication and sales rights in the English language and in all foreign languages in volume form and the division of the royalty or lump sum received by PUBLISHER (net of agent(s)'s commissions, foreign governmental taxes, foreign exchange charges and other related costs fairly attributable to PUBLISHER's efforts in procuring and maintaining such licenses) shall be **fifty percent (50%)** to AUTHOR and Armand Deutsch (in equal proportions) and **fifty percent (50%)** to the PUBLISHER. If the PUBLISHER sells sheets or bound books for other publishers' editions at a price inclusive of royalty, AUTHOR and Armand Deutsch (in equal proportions) shall receive **fifty percent (50%)** of the PUBLISHER's net profits (gross profits less manufacturing costs).

6. AUTHOR, at her expense, shall deliver to PUBLISHER a complete final, edited manuscript of the Book, in form and content satisfactory to PUBLISHER, no later than **December 15, 1995**, which includes any related material, including photographs, required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER. AUTHOR shall cooperate with requests for changes and revisions, agrees to use her best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work. The parties further agree that revisions to the Book shall be arrived at through consultation and mutually-agreeable editorial changes, subject to the PUBLISHER's right to request alterations deemed in the best interest of the commercial success of the Book.

Subject to AUTHOR's good faith prior obligation to cooperate with the PUBLISHER with respect to requests for revisions, the PUBLISHER will accept or reject the Book within 45 days of receipt of the completed manuscript. If rejected, AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER.

7. The parties agree that the copyright in the Book shall be registered by the PUBLISHER in the name of the **BETTY GOODWIN**. **ARMAND DEUTSCH**'s name shall be credited in the book as designated by AUTHOR.

8. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy or publicity rights of others, or violate any law or regulation.

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

10. The PUBLISHER shall have the right, in its discretion, to take any action necessary to prevent infringement of the copyright in the Book and all renewals thereof.

11. If AUTHOR fails to complete the manuscript, as described in paragraph 6, for any reason, other than breach of this Agreement by PUBLISHER, all rights in and to the idea and contents shall belong to AUTHOR. In this case, any money advanced to AUTHOR is repayable to PUBLISHER.

12. If the PUBLISHER fails to publish an edition of not less than 2,500 copies of the Book within one year of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR. In lieu of other remedies, AUTHOR shall be entitled to retain any advance royalties already paid at the time of termination.

Should the Book be out of print for a period in excess of one year, all rights thereto shall revert to AUTHOR.

13. The PUBLISHER will provide to AUTHOR 30 copies of the Book for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies, not to be resold, at 40% discount from the cover price of the Book.

14. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by final and binding arbitration conducted at a location determined by arbitrators in Los Angeles, California, administered by and in accordance with the then existing Rules of Practice and Procedure of Judicial Arbitration & Mediation, Inc. (J.A.M.S.), and judgment upon any award rendered by the arbitrator(s) may be entered by any state or federal court having jurisdiction thereof.

DATED: _____

PUBLISHER

By: *Laddy Castano for Angel City Press*

DATED: 11/21/95

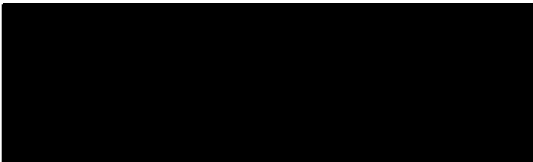
AUTHOR

By: 

Betty Goodwin

Author's Tax ID: 

ARMAND S. DEUTSCH



February 26, 2003

Paddy Calistro
Angel City Press
2118 Wilshire Blvd., Suite 880
Santa Monica, CA 90403

Dear Paddy:

I am delighted to learn you are interested in reprinting the Chasen's book. I will, of course, accept the 10% royalty should you decide to go ahead.

I wish you all the best.

Best regards,



Armand S. Deutsch

cc: Martin Roth

ASD/sjh

Betty Goodwin



June 4, 2003

Armand Deutsch
[REDACTED]

Dear Ardie,

It was nice talking to you again last week.

As we discussed, I am sending you this note is to confirm that you've graciously agreed to wave all future royalties from the "Chasens" book.

For my records, and for the records of Angel City Press, please indicate your agreement by signing and returning this letter to me.

Many thanks.

Fondly,
[REDACTED]

Agreed [REDACTED]

Armand Deutsch

[REDACTED]

PUBLISHING AGREEMENT

This Agreement is entered into as of December 15, 2011, by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and EDMOND CLINTON, M.D. of [REDACTED] ("AUTHOR").

1. AUTHOR hereby grants to PUBLISHER an exclusive license under the copyright of the literary work described in paragraph 2 below (the "Book") including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions (and specifically including electronic versions) of the Book throughout the world in the English language and other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book has the working title: Biography of Clifford Clinton

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all copies of the Book that are sold.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns, beginning six months after the publication of the Book. PUBLISHER shall provide to AUTHOR a statement of Net Revenues from sale of all the editions and other exploitation and disposition of rights to the Books, and other credits and debits relating to the Books.

The AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Books during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in PUBLISHER's favor which amount to, at the time of such error, FIVE percent (5%) or more of the total sum paid to AUTHOR under this Agreement, in which case PUBLISHER shall contribute to the cost of the examination up to the lesser of the amount of the error determined as a result of the examination, or \$1,000.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made.

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PHONE 310.395.9982 # FAX 310.395.3353 # WWW.ANGELCITYPRESS.COM

4. PUBLISHER shall have the exclusive right to license the Book to other publishers outside of the United States for publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. PUBLISHER shall not have the right of syndication and first and second magazine serialization without previous consent of AUTHOR, and such consent shall not be unreasonably withheld by Author. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent, which shall not be unreasonably withheld. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER. In the specific case of the licensing of rights in the Book to third parties for film, television and stage play adaptations distributed through any channel including by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, parties will split the net revenue received by PUBLISHER as follows: SIXTY percent (60%) to AUTHOR and FORTY percent (40%) to PUBLISHER.

PUBLISHER shall provide AUTHOR with copies of any licenses granted. PUBLISHER shall provide to AUTHOR at least FOUR (4) copies of the Book as it appears in all editions and translations outside of the United States.

6. On March 2, 2012, AUTHOR, shall deliver to PUBLISHER all text and images (in digital format suitable for four-color reproduction) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript for the Book in Word format. The disk shall include any related material, required in the opinion of both AUTHOR and PUBLISHER, for publication of the Book; specifically included will be captions for all images.

The parties agree that acceptance of the manuscript and photographs for publication shall rest in the sole discretion of PUBLISHER who shall not be unreasonable in its acceptance. AUTHOR shall cooperate with requests for changes and revisions, and agrees to use his best efforts to put the manuscript in a form

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acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER shall in good faith accept or reject the Book in writing within THIRTY (30) days of delivery of the completed manuscript. If rejected, the AUTHOR shall be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and furthermore, AUTHOR may retain the monies paid to AUTHOR, and PUBLISHER shall not be obligated to make any further payments hereunder.

AUTHOR shall have TWO (2) opportunities for review, change and approval of BOOK. PUBLISHER shall send the edited manuscript to AUTHOR for approval prior to it being made ready for page layout, and PUBLISHER shall send page layouts or other production materials to AUTHOR. In each case, AUTHOR may make requests for changes to such materials, provided such changes are delivered to PUBLISHER within THREE (3) days from receipt of edited manuscript or page layouts, but the final decision to implement these changes shall rest with PUBLISHER. All non-material changes, such as those changes based on copyediting and proofreading shall not require AUTHOR approval.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by PUBLISHER at PUBLISHER's expense in the name of AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and all photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. AUTHOR indemnifies PUBLISHER against any such claims brought about by the publication of this book. AUTHOR agrees to pay any rights or licensing fees required for publication of submitted photographs.

9. PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, all rights in and to the idea and contents shall belong to AUTHOR. AUTHOR will reimburse to PUBLISHER advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Work as a result of AUTHOR's breach of this Agreement

12. If PUBLISHER fails to publish the Book within TWELVE (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be

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terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies. Under this circumstance, AUTHOR shall have no obligation to return advance payments from PUBLISHER.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death or prolonged illness of officers of the board of PUBLISHERS. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve month period specified in this paragraph. If PUBLISHER does not publish the Work, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Work within twelve months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be out of print in the United States of America and PUBLISHER fails to bring out a new edition within EIGHTEEN (18) months of PUBLISHER's receipt of written request from the AUTHOR to do so, then this Agreement shall terminate, and all rights under this Agreement shall revert to the AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when new copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in the catalog issued to the trade by PUBLISHER. The PUBLISHER must notify AUTHOR in writing upon PUBLISHER's failure to keep the book in print¹³. PUBLISHER will provide to AUTHOR TWENTY (20) copies of the Book, at no charge, for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies, not to be sold at venues traditionally within PUBLISHER's markets, at FIFTY percent (50%) discount from the cover price of the Book. No royalties will be paid for copies purchased by AUTHOR.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of AUTHOR and the successors or assigns of PUBLISHER.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: 12-22-2011

By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: Dec 15, 2011

By: 
Edmond Clinton, MD

CONSULTING AGREEMENT

This Agreement is entered into on June 9, 1993, by and between Angel City Press, Inc. ("Angel City Press") with offices at 2210 Wilshire Blvd., Suite 880, Santa Monica, California 90403, and Jack Lamb ("Consultant"), of [REDACTED]

RECITALS

A. Consultant has a background in the field of Cowboy Poetry and is willing, able and desires to provide services, advice and expertise to Angel City Press based on this background.

B. Angel City Press desires that Consultant provide to Angel City Press services, advice and expertise in the aforescribed field.

AGREEMENT

Based on the foregoing and on the terms and conditions listed below, the parties hereby agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on June 9, 1993, Consultant will provide to Angel City Press the following services (hereinafter referred to collectively as "Services"):

As co-editor of an anticipated anthology to be published by Angel City Press (tentatively entitled COWBOY LOVE), Consultant's responsibilities include:

* Compiling poems and lyrics for the anthology;

* introduction;

* information pertaining to acquisition of rights to publication of selected poems and other material;

* bibliography;

* brief biographies of the selected authors.

2. PAYMENT. Angel City Press will pay a fee to Consultant based on \$700.00 flat rate for services provided hereunder. Payments shall be made upon execution of this Agreement.

3. EXPENSES. Consultant shall be not entitled to reimbursement from Angel City Press for "out-of-pocket" expenses.

4. TERM/TERMINATION. This Agreement shall be effective until July 31, 1993 and shall be automatically renewed for successive terms of the same duration, unless either party provides written notice of termination to the other party 10 days prior to the end of the applicable initial term or renewal term.

5. RELATIONSHIP OF PARTIES. It is understood by the parties that Consultant is an independent contractor with respect to Angel City Press and not an employee of Angel City Press. Angel City Press will not provide to Consultant health insurance, paid vacation, or any other employee benefit

nor will Angel City Press pay on behalf of Consultant or withhold from payments to Consultant any income or employee tax of any kind.

6. DISCLOSURE. Consultant is required to disclose any activities or interests, including ownership or participation in the development of works, know-how or inventions, that conflict or may conflict with the business and best interests of Angel City Press. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any activity that Consultant may be involved with for or on behalf of Angel City Press.

7. EMPLOYEES. Consultant's employees, if any, who perform services for Angel City Press under this Agreement shall also be bound by the provisions of this Agreement.

8. INDEMNIFICATION. Consultant agrees to indemnify and hold Angel City Press harmless from all claims, losses, expenses, fees (including attorney fees), costs, and judgments that may be asserted against Angel City Press that result from the acts or omissions of Consultant or Consultant's employees and agents, if any.

9. ASSIGNMENT. Consultant's obligations under this Agreement may not be assigned or transferred to any other person, firm, corporation or entity without the prior written consent of Angel City Press.

10. CONFIDENTIALITY. Consultant recognizes that Angel City Press possesses certain proprietary knowledge, material and information (hereinafter referred to collectively as "Information") which are valuable, special and unique assets of Angel City Press. Consultant will not at any time or in any manner, either directly or indirectly, use Information for Consultant's own benefit, or divulge, disclose, or communicate in any manner Information to any third party without the prior written consent of Angel City Press. Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

11. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

12. SERVICES TO THIRD PARTIES. Consultant shall not provide any consulting services to any third party during the term of this Agreement, unless Consultant has obtained prior written consent of Angel City Press.

13. RETURN OF RECORDS. Upon termination of this Agreement, Consultant shall deliver to Angel City Press all records, notes, data, memoranda, models, and equipment of any nature belonging to or related to the business of Angel City Press that are in Consultant's possession or under Consultant's control or that have been put in the possession of or under the control of a third party by Consultant.

14. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, first class postage prepaid, addressed as follows:

To Angel City Press:

2210 Wilshire Boulevard, Suite 880

Santa Monica CA 90403

To Consultant:

Jack Lamb

[REDACTED]

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written, exclusive of any forthcoming royalty agreement pertaining to this project should it result in a published work. This Agreement supersedes any prior written or oral agreements between the parties.

16. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

17. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

19. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California. The parties agree to submit to the jurisdiction of any state or federal court in the State of California so long as venue within the State is proper.

20. ENFORCEMENT. Should legal action be required to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all fees, including reasonable attorney fees, and costs.

Agreed to this Ninth day of June, 1993.

ANGEL CITY PRESS

By

Paddy Calistro
Paddy Calistro, President

CONSULTANT

Jack Lamb



PUBLISHING AGREEMENT

This AGREEMENT is entered into as of March 5, 2019, by ANGEL CITY PRESS, INC., of 2118 Wilshire Blvd., Suite 880, Santa Monica, California 90403 ("PUBLISHER") and Michele Asselin of [REDACTED] ("AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in Paragraph 2 below, throughout the world, in the English language, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in Paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

Publisher agrees that use of portions of the imagery in print form, to be included in group show exhibition catalogues, a publication including multiple bodies of the AUTHOR's work or similar, is not in competition with the Book and is therefore acceptable.

In the event of a solo exhibition, CLUBHOUSE TURN should become the exhibition catalogue. Should the organization running the exhibition require changes to the original publication, PUBLISHER agrees to work with the organization to make the changes, but at the expense of the organization, not the PUBLISHER.

2. The Book is described as follows: A book featuring Michele Asselin's photographs documenting Hollywood Park race track in Los Angeles, with accompanying essays, at least one by AUTHOR and one by Josh Kun, other contributors to be determined. The working title shall be *CLUBHOUSE TURN* plus a subtitle to be determined. Any changes to working title shall be mutually agreed to by AUTHOR and PUBLISHER

3. PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues received from the sale of printed copies of the Book and thirty-five percent (35%) of net revenues for any electronic (excluding audio) versions of the Book (including electronic applications known as "apps"), except as noted in Paragraph 12. No electronic versions of the book will be authorized by PUBLISHER without the specific permission of AUTHOR.

All royalties will be paid biannually on the basis of cash received from net revenue of the Book adjusted for returns. Earnings will be calculated as of June 30 and December 31 of each calendar year, beginning June 30, 2020, and paid within 30 days of each date of calculation.

PUBLISHER and AUTHOR agree there will be no advance against royalties as part of this AGREEMENT.



PUBLISHING AGREEMENT

3a. With specific regard to royalty calculations: "net revenues," as used in this AGREEMENT, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, not to exceed FIFTEEN percent (15%) in the aggregate, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language, in volume form and such forms as defined in Paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a biannual basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights, subject to approval by AUTHOR.. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for audio selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), by any electronic medium or method now known or developed in the future, any sale shall be subject to AUTHOR's consent. In these specific cases of the aforementioned rights sales, parties will split the net revenue received by PUBLISHER as follows: eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER. With regard to the specific sale of rights for documentary film: AUTHOR and PUBLISHER shall split net revenue for the sale of documentary rights) 70% to Author and 30% to Publisher. Publisher shall not participate in the revenue from motion picture or television productions.

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions outside of the United States. AUTHOR shall provide at least two (2) copies of the Book to PUBLISHER as it appears in all translations.

5. On June 1, 2019, AUTHOR, at her expense, shall deliver to PUBLISHER all images (in digital file form, with each individual image file labeled per the instruction of PUBLISHER) all unedited written materials; interview transcripts and



PUBLISHING AGREEMENT

timelines, with a coordinating electronic file of the manuscript. These data files of text and images shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. Publisher shall give Author detailed editorial notes in writing. AUTHOR shall cooperate with requests for changes and revisions, agree to use her best efforts to put the manuscript in a form acceptable for publication, and agree that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book within thirty (30) days of receipt of the image and manuscript files that will be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the Book elsewhere, with no remaining obligation to PUBLISHER.

6. The copyright in the Book shall be registered with the U.S. Copyright Office within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the name of AUTHOR. AUTHOR will copyright her photographs separately from copyright in the Book.

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

7. AUTHOR agrees to offer first look to PUBLISHER for her next nonfiction/photographic work that is relevant to the history of Los Angeles or Hollywood.

8. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under PUBLISHER's insurance policy and any claims not covered by the insurance policy.



PUBLISHING AGREEMENT

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this AGREEMENT on the part of the first party.

10. If AUTHOR fails to complete the Book, as described in Paragraph 5 of this AGREEMENT, except by written notice of deadline extension by PUBLISHER, all rights in and to the completed manuscript shall belong to AUTHOR; AUTHOR agrees that material will not be published in book form for twenty-four months from the original due date of completed Book, with the exception of future book/exhibition catalogues for either group shows or multiple projects of Author.

11. If PUBLISHER fails to publish the Book within eighteen (18) months of acceptance of the completed manuscript for any reason, other than breach of this AGREEMENT by AUTHOR, this AGREEMENT shall be terminated and all rights to the text shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this Paragraph shall not be counted as part of the eighteen (18) month period specified in this Paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this AGREEMENT. If AUTHOR chooses to terminate this AGREEMENT because PUBLISHER has failed to publish the Book within eighteen (18) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "Out of Print" in the United States of America and PUBLISHER fails to bring out a new edition within six (6) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this AGREEMENT shall terminate and all rights under this AGREEMENT shall revert to AUTHOR without further notice, subject to licenses previously granted. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale through normal retail channels in an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER. PUBLISHER must notify the AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

12. PUBLISHER will provide twenty-five (25) copies of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary books for rights grantors. In addition, AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book. No AUTHOR royalties, as defined in Paragraph 3 of this AGREEMENT will be paid to AUTHOR for copies of the Book purchased by AUTHOR. Copies of the Book purchased by AUTHOR are not to be sold in any venues that compete with the traditional sales venues of PUBLISHER.



PUBLISHING AGREEMENT

13. This AGREEMENT will be binding upon and inure to the benefit of the heirs, executors or administrators of AUTHOR and the successors or assigns of PUBLISHER.

14. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this AGREEMENT, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this AGREEMENT, by mediation conducted at a location determined by the mediator in Los Angeles County, California, administered by and in accordance with the then existing laws of the State of California.

DATED: _____ By: _____
Paddy Calistro for Angel City Press

DATED: _____ By: _____
Michele Asselin, Author



This Agreement is entered into as of February 3rd, 2021 by Angel City Press, Inc. of 2118 Wilshire Blvd., Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and Patrick Quinn of [REDACTED] (herein referred to as "AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

2. The Book is described as follows: Working title: California Cocktail Napkins, a visual book showing cocktail napkins from various establishments around California

3. PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues for all printed copies of the Book that are sold and twenty-five percent (25%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps."

All royalties will be paid bi-annually on the basis of cash received from net revenue of the Book adjusted for returns. Earnings will be calculated as of about June 30 and December 31 of each calendar year, and paid within thirty (30) days of each date of calculation. The first royalty calculation will be made six months after the publication of the Book.

3a. "Net revenues," as used in this AGREEMENT, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. (In the specific case of book club sales, costs deducted include printing costs actually incurred by PUBLISHER.) PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of other printed publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a bi-annual basis. These rights are limited to foreign publications, book clubs, magazine serialization, large print editions, library editions, deluxe editions, syndication, and anthology publishing rights.

With respect to the sale of rights for audio, motion picture, or television productions, the parties will share net licensing revenue as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

With respect to licensing of other rights in the Book to third parties for radio, selections, abridgment, condensation, digest adaptation, textbook, computer, and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text, or any electronic medium or method now known or developed in the future, parties will share the net revenue received by PUBLISHER as follows: eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER.

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

6. On August 1, 2021, AUTHOR, at their expense, shall deliver to PUBLISHER all images (in digital file form, with each individual image file labeled per the instruction of PUBLISHER) and a completed final hard copy of the manuscript with a coordinating electronic file of the manuscript. These data files of text and images shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work. AUTHOR agrees to complete the information required in PUBLISHER's spreadsheet to identify images in the book, and will attest to the accuracy of the photo credits he lists in it. AUTHOR is responsible for any fees related to use of photographs and/or essays by contributors.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book within 5 (five) days of receipt of the image and manuscript files that will be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the Book elsewhere, with no remaining obligation to PUBLISHER.

7. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the name of AUTHOR.

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.



8. AUTHOR agrees to offer first right of refusal to PUBLISHER for either of their next nonfiction work that is relevant to the history of Los Angeles.

9. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under PUBLISHER's insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Book, as described in paragraph 6, for any reason, all rights in and to the completed manuscript and images shall belong to AUTHOR. AUTHOR will reimburse PUBLISHER for advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Book as a result of AUTHOR's breach of this Agreement.

12. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God including, but not limited to, pandemics, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve (12) month period specified in this paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in



an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER.

13. PUBLISHER will provide twenty (20) copies of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary books to rights grantors. AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book. Author royalties, as defined in Paragraph 3 of this AGREEMENT, will not be paid to AUTHOR for copies of the Book purchased by AUTHOR. AUTHOR agrees that these copies not be made available for sale in competition with any sales channel of PUBLISHER.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of Author and the successors or assigns of Publisher.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: 3/10/2021

By: Paddy Calistro
Paddy Calistro for Angel City Press (PUBLISHER)

DATED: 3/3/2021

By: 
Patrick Quinn (AUTHOR)



This Agreement is entered into as of December 4, 2020 by Angel City Press, Inc. of 2118 Wilshire Blvd., Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and Frances Anderton of [REDACTED] (herein referred to as "AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

2. The Book is described as follows: Working title: Los Angeles's Multi-Family Housing, a book which covers the past, present, and future of multi-family housing in Los Angeles.

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all printed copies of the Book that are sold and TWENTY-FIVE percent (25%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps."

All royalties will be paid biannually on the basis of cash received from net revenue of the Book adjusted for returns. Earnings will be calculated as of about June 30 and December 31 of each calendar year, and paid within thirty (30) days of each date of calculation. The first royalty calculation will be made six months after the publication of the Book.

3a. "Net revenues," as used in this AGREEMENT, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions,



library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for radio, video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: Eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER. With regard to the specific sale of rights for motion picture or television productions, the parties will split the revenue sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

6. On April 19, 2021, AUTHOR, at their expense, shall deliver to PUBLISHER all images (in digital file form, with each individual image file labeled per the instruction of PUBLISHER) and a completed final hard copy of the manuscript with a coordinating electronic file of the manuscript. These data files of text and images shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agree to use his best efforts to put the manuscript in a form acceptable for publication, and agree that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book within 5 (five) days of receipt of the image and manuscript files that will be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the Book elsewhere, with no remaining obligation to PUBLISHER.

7. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the name of AUTHOR.

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. AUTHOR agrees to offer first right of refusal to PUBLISHER for either of their next nonfiction work that is relevant to the history of Los Angeles.



9. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under PUBLISHER's insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Book, as described in paragraph 6, for any reason, all rights in and to the completed manuscript and images shall belong to AUTHOR. AUTHOR will reimburse PUBLISHER for advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Book as a result of AUTHOR's breach of this Agreement.

12. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve (12) month period specified in this paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER.



13. PUBLISHER will provide twenty (20) copies of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary books for rights grantors. In addition, AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book. No AUTHOR royalties, as defined in Paragraph 3 of this AGREEMENT will be paid to AUTHOR for copies of the Book purchased by AUTHOR. Copies of the Book purchased by AUTHOR are not to be sold in any venues that compete with the traditional sales venues of PUBLISHER.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of Author and the successors or assigns of Publisher.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: _____

By: _____
Paddy Calistro for Angel City Press (PUBLISHER)

DATED: _____

By: _____
Frances Anderton (AUTHOR)



AGREEMENT

This Agreement is entered into as of October 22, 2007 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd., Suite 880, Santa Monica CA 90403 ("PUBLISHER"), and Bret Parsons of [REDACTED] ("AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in Paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in Paragraph 4 below, and the right to permit others to print, publish, distribute and/or sell the Book.
2. The Book is described as follows: A professional history of the work of architect Gerard Colcord
3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all copies of the Book that are sold, except that no royalties will be paid for books sold to AUTHQR at Author's discount as specified in Paragraph 13 herein.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Book, after deducting fees and commissions from distributors and/or sales representatives as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. PUBLISHER shall have the exclusive right to license to other publishers outside the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in Paragraph 1 herein, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for motion picture, radio, television, DVD, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium

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or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

PUBLISHER shall provide to AUTHOR at least one (1) copy of the Book as it appears in all editions and translations outside of the United States.

6. On December 15, 2007 AUTHOR, at his expense, shall deliver to PUBLISHER all text and images (in the form of scan or print) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of PUBLISHER. AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book in writing within ten (10) working days after delivery of the completed manuscript. If rejected, AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and furthermore, AUTHOR may retain the monies paid to AUTHOR, and PUBLISHER shall not be obligated to make any further payments hereunder.

7. The copyright in the work shall be registered with the Register of Copyrights by PUBLISHER at PUBLISHER's EXPENSE in the name of AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the work and all renewals thereof.

8. AUTHOR agrees to offer first right of refusal to PUBLISHER for its next work about Los Angeles architecture.

9. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. AUTHOR indemnifies PUBLISHER against any such claims brought about by the publication of this book.

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PHONE 310.395.9982 ☎FAX 310.395.3353 ☎WWW.ANGELCITYPRESS.COM



AUTHOR will provide to PUBLISHER releases signed by the owner of all materials photographed for publication in the Book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Book, as described in paragraph 6, for any reason, all rights in and to the idea and contents shall belong to AUTHOR. AUTHOR will reimburse to PUBLISHER advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Book as a result of AUTHOR's breach of this Agreement.

12. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR. PUBLISHER will make every effort to have book available in time for Los Angeles Times Festival of Books.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be out of print in the United States of America and PUBLISHER fails to bring out a new edition within eighteen months of PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in the catalog issued to the trade by PUBLISHER. PUBLISHER must notify AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

13. AUTHOR will receive twenty (20) books at no charge from the PUBLISHER for his personal use. AUTHOR agrees to purchase a minimum initial order of one thousand five hundred (1500) copies of the Book at a fifty-five percent (55%) discount from the cover price of the Book immediately upon its publication. Additional purchases may be made at the same discount in quantities of five hundred (500) copies. These copies will be shipped at no charge to AUTHOR at a location of his choice. In addition, AUTHOR will have the right to buy additional copies in quantities of not less than fifty (50) copies per order,

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at fifty-five percent (55%) discount from the cover price of the Book. These copies may be sold at speaking venues that are agreed upon by AUTHOR and PUBLISHER before any such sale takes place. For orders of less than fifty (50) copies, the discount will 50% from the cover price of the book.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the state of California.

DATED: 12-18-07
By: Paddy Calistro
Paddy Calistro for Angel City Press, PUBLISHER

DATED: 12-17-07
By: [REDACTED]
Bret Parsons, AUTHOR



AGREEMENT

This Agreement is entered into as of July 10, 2012 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and April Dammann of [REDACTED] ("AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

2. The Book is described as follows: A biography of Corita Kent (Sister Mary Corita).

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all printed copies of the Book that are sold and thirty-five percent (35%) of net revenues for any electronic versions of the Book, including electronic applications known as "apps".

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns.

3a. "Net revenues," as used in this Agreement, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, not to exceed FIFTEEN percent (15%) in the aggregate, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. AUTHOR will be notified by PUBLISHER before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this Agreement, in which case PUBLISHER shall pay the entire cost of the examination.

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4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for radio, video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: Eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER. With regard to the specific sale of rights for motion picture or television productions, the parties will split the revenue sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

6. On August 2, 2013 AUTHOR, at her expense, shall deliver to PUBLISHER all text and images (in the form of scan or print) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use her best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book in writing within thirty (30) days of delivery of the completed manuscript. If rejected, AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and furthermore, AUTHOR may retain the monies paid to AUTHOR, and PUBLISHER shall not be obligated to make any further

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payments hereunder.

7. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense in the name of AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. AUTHOR agrees to offer first right of refusal to PUBLISHER for her next non-fiction work that is relevant to the history of Los Angeles.

9. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. AUTHOR indemnifies PUBLISHER against any such claims brought about by the publication of this Book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Book, as described in paragraph 6, for any reason, all rights in and to the completed manuscript shall belong to AUTHOR. AUTHOR will reimburse PUBLISHER for advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Book as a result of AUTHOR's breach of this Agreement.

12. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve (12) month period specified in this paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition

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issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER. PUBLISHER must notify the AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

13. PUBLISHER will provide to AUTHOR twenty (20) copies of the Book at no charge for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies at fifty percent (50%) discount from the cover price of the Book.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: Dec 6, 2012

By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: Nov. 17, 2012

By: 
April Dammann, Author



10. If AUTHOR fails to complete the Book, as described in paragraph 6, for any reason, all rights in and to the completed manuscript shall belong to AUTHOR. AUTHOR will reimburse PUBLISHER for advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Book as a result of AUTHOR's breach of this Agreement.

11. If PUBLISHER fails to publish the Book within TWELVE (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the TWELVE (12) month period specified in this paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book within TWELVE (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR. In the case of the death of one of the officers of the board of PUBLISHER, AUTHOR has the immediate right to cancel this Agreement.

Should the Book be designated "out of print" in the United States of America and PUBLISHER fails to bring out a new edition within EIGHTEEN (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER. PUBLISHER must notify the AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

12. PUBLISHER will provide to AUTHOR TWENTY (20) copies of the Book at no charge for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies at FIFTY percent (50%) discount from the cover price of the Book; such books are for personal use and not to be sold. AUTHOR has the right to purchase copies at SIXTY percent (60%) discount for events at which AUTHOR is the featured speaker, and AUTHOR and PUBLISHER have agreed that AUTHOR shall sell copies.

13. This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of AUTHOR and the successors or assigns of PUBLISHER.

14. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: Sept 15 2014

DATED: 29 AUGUST 2014

By: Paddy Calistro
PADDY CALISTRO for Angel City Press

By: [Redacted]
CORY BUCKNER, Author



AGREEMENT

This Agreement is entered into as of September 1, 2014 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), CORY BUCKNER of [REDACTED] ("AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

2. The Book is titled as follows: Crestwood Hills: The Chronicle of a Modern Utopia.

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all printed copies of the Book that are sold and THIRTY-FIVE percent (35%) of net revenues for any electronic versions of the Book, including electronic applications known as "apps".

All royalties will be paid twice a year on the basis of cash received from net revenue of the Book adjusted for returns.

3a. "Net revenues," as used in this Agreement, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, not to exceed FIFTEEN percent (15%) in the aggregate, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. AUTHOR will be notified by PUBLISHER before any such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, FIVE percent (5%) or more of the amount paid to AUTHOR under this Agreement, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be SIXTY percent (60%) to AUTHOR and FORTY percent (40%) to PUBLISHER.

With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication, and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.



With respect to licensing of rights in the Book to third parties specifically for radio, video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: SEVENTY percent (70%) to AUTHOR and THIRTY percent (30%) to PUBLISHER. With regard to the specific sale of rights for motion picture or television productions, the parties will split the revenue SIXTY percent (60%) to AUTHOR and FORTY percent (40%) to PUBLISHER.

PUBLISHER shall provide to AUTHOR at least THREE (3) copies of the Book (if available) as it appears in all editions and translations outside of the United States.

5. On September 15, 2014 AUTHOR, at her expense, shall deliver to PUBLISHER all text and images (in the form of scan or print) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use her best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book in writing within THIRTY (30) days of delivery of the completed manuscript. If rejected, AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and PUBLISHER shall not be obligated to make any further payments hereunder.

6. The copyright in the Book shall be registered with the Register of Copyrights within NINETY (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense in the name of AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

7. AUTHOR agrees to offer first right of refusal to PUBLISHER for her next non-fiction work that is relevant to the history of architecture in Los Angeles or planned communities.

8. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.



AGREEMENT

This Agreement is entered into as of June 20, 2005 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and Barbara Marinacci and Rudy Marinacci (jointly referred to herein as "AUTHOR") of [REDACTED]

1. AUTHOR hereby grants to PUBLISHER, an exclusive license in the copyright of the Work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.
2. The Book is described as follows: A non-fiction work titled CALIFORNIA'S SPANISH PLACE-NAME. Initially published in 1980 by Presidio Press, it was subsequently reissued by two other publishers.
3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all copies of the Work that are sold.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns. If PUBLISHER shall fail to render any quarterly payment or accounting, and if after THIRTY (30) days written notice by AUTHOR to PUBLISHER, said accounting and/or payment is not made by PUBLISHER, this Agreement shall terminate and all rights granted under this Agreement shall revert to AUTHOR

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean

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all sums received from licensee less all reasonable costs (in the specific case of book club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for motion picture, radio, television, video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

PUBLISHER shall provide AUTHOR with copies of any licenses granted. PUBLISHER shall also provide to AUTHOR ten (10) copies of the Book as it appears in all editions and translations outside of the United States.

5. (Deleted)

6. By July 17, 2005 AUTHOR, at their expense, shall deliver to PUBLISHER two copies of a previous edition of the work for scanning purposes as well as all changes to be included in the Book to qualify the Book as a "revised and updated edition". The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of PUBLISHER. AUTHOR shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book in writing within Forty-five (45) days of delivery of the completed manuscript. If rejected, AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and PUBLISHER shall not be obligated to make any payments hereunder.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by PUBLISHER at PUBLISHER's expense in the name of AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. AUTHOR agrees to offer first right of refusal to PUBLISHER for any revised editions of the Work specified in section 2 of this Agreement.

9. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's

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knowledge, publication of the text and artworks in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. AUTHOR indemnifies PUBLISHER against any such claims brought about by the publication of this book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, all rights in and to the idea and contents shall belong to AUTHOR.

12. If PUBLISHER fails to publish the Book within eighteen (18) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the six month period specified in this paragraph. If PUBLISHER does not publish the Work, AUTHOR shall have the right, but not the obligation, to terminate this agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Work within six months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be out of print in the United States of America and PUBLISHER fails to bring out a new edition within six months of PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be 'in print' only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in the catalog issued to the trade by PUBLISHER. PUBLISHER must notify AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

13. PUBLISHER will provide to AUTHOR twenty (20) copies of the Book at no charge for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies, not to be sold, at fifty percent (50%) discount from the cover price of the Book.

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14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. No assignment of this Agreement shall be binding upon either of the parties hereto without the written consent of the other party.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to PUBLISHER, are reserved to and by AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the state of California.

DATED: July 1-05

By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: 6/27/05

SOCIAL SECURITY NUMBER [REDACTED]

By: [REDACTED]

DATED: 6/27/05

Barbara Marinacci, Author

SOCIAL SECURITY NUMBER [REDACTED]

By: [REDACTED]

Rudy Marinacci, Author



AGREEMENT

This Agreement is entered into as of March 12, 1996, by **ANGEL CITY PRESS, INC.** of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and, MERRILL SHINDLER, of [REDACTED] ("AUTHOR").

1. The AUTHOR hereby grants and assigns to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("BOOK") described below anywhere in the world, including the right in derivative works thereof and the right to permit others to print, publish, distribute and/or sell BOOK and/or derivative works.

2. The BOOK is described as follows:

Title (as currently planned): **AMERICAN DISH: 100 recipes & 100 years of American eating**

Topic: **A decade by decade culinary history of America and its eating and drinking habits, with archetypical recipes from each decade.**

Approximate length: **25,000 to 30,000** words of text, plus recipes tested to Author's approval.

3. For the **first 10,000** copies of BOOK sold by PUBLISHER in the U.S., PUBLISHER agrees to pay to AUTHOR a royalty based on **TEN percent (10%)** of the net revenues; and for all copies of BOOK sold in the U.S. **in excess of 10,000**, PUBLISHER agrees to pay to AUTHOR a royalty based on **FIFTEEN percent (15%)** of the net revenues.

For all copies of BOOK sold by PUBLISHER outside the U.S., PUBLISHER agrees to pay to AUTHOR a royalty based on **TEN percent (10%)** of the net revenues.

All royalties will be paid monthly on the basis of cash received from net revenue of BOOK adjusted for returns. PUBLISHER will pay this royalty to AUTHOR not more than **30 days** after the last day of the month in which payment is received.

3a. "Net revenues," as used in this Agreement, refers to money actually received by Publisher for the sale of copies of the Work, net of returns, after deduction of shipping, customs, insurance, fees and commissions, taxes, currency exchange discounts and costs of collection.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages in volume form and the division of the royalty or lump sum (net of agent(s)'s commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be **FIFTY percent (50%)** to AUTHOR and **FIFTY percent (50%)** to PUBLISHER. If PUBLISHER sells sheets or bound books for other

publishers' editions at a price inclusive of royalty, AUTHOR shall receive **FIFTY percent (50%)** of PUBLISHER's net profits (gross profits less manufacturing costs).

With respect to any revenue derived from licensing of rights in BOOK to third parties, PUBLISHER agrees to pay AUTHOR **FIFTY percent (50%)** of all net licensing revenue actually received on a monthly basis. These rights shall include: trade and mass-market paperback, book clubs, first and second magazine serialization, motion picture*, radio, television*, video cassette*, large print editions, library editions, deluxe editions, selections*, abridgment*, condensation*, digest adaptation*, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any method now known, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

*(subject to AUTHOR's consent)

In addition to the advance against royalties specified in the preceding paragraph, there is an additional photography budget of **five hundred dollars (\$500)** which is to be used only by agreement of both AUTHOR and PUBLISHER, for the purchase of photographs deemed necessary to complete BOOK. The funds used from this budget shall be added to the total of the advance against royalties.

6. The AUTHOR, at his expense, shall deliver to PUBLISHER a complete final, edited electronic computer disk that includes the manuscript, including captions, of BOOK, in form and content satisfactory to PUBLISHER, no later than **JUNE 1, 1996**. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of BOOK. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of PUBLISHER. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work. The parties further agree that revisions to BOOK shall be arrived at through consultation and mutually-agreeable editorial changes, subject to PUBLISHER's right to request alterations deemed in the best interest of the commercial success of BOOK.

Subject to AUTHOR's good faith prior obligation to cooperate with PUBLISHER with respect to requests for revisions, PUBLISHER will accept or reject BOOK within 45 days of receipt of the completed manuscript. If rejected, AUTHOR will be free to exploit BOOK elsewhere with no remaining obligation to PUBLISHER.

7. The parties agree that the copyright in BOOK shall be registered by PUBLISHER in the name of AUTHOR.

8. AUTHOR warrants that BOOK, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in BOOK will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy or publicity rights of others, or violate any law or regulation.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of BOOK. In addition, PUBLISHER shall seek in good faith to obtain coverage of AUTHOR as named insured under the same policy of insurance, the cost of the additional coverage being at the expense of AUTHOR. The parties further agree that in the event of any claim that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy.

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

10. The PUBLISHER shall have the right, in its discretion, to take any action necessary to prevent infringement of the copyright in BOOK and all renewals thereof.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, other than breach of this Agreement by PUBLISHER, all rights in and to the idea and contents shall belong to AUTHOR.

12. If PUBLISHER fails to publish an edition of not less than 2500 copies of BOOK within one year of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to BOOK shall belong to AUTHOR. In lieu of other remedies, AUTHOR shall be entitled to retain any advance royalties already paid at the time of termination.

Should BOOK be out of print for a period in excess of one year, all rights thereto shall revert to AUTHOR. In such case, AUTHOR shall grant PUBLISHER a royalty right in future printings and derivative works on the same terms enjoyed by AUTHOR under this Agreement. In addition, in such event, AUTHOR shall have the right to buy all material (including plates and inventory, if any) at that time in the hands of PUBLISHER at cost.

13. The PUBLISHER will provide to TEN (10) copies of BOOK at no charge for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies, not to be sold, at 40% discount from the cover price of BOOK.

14. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by final and binding arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing Rules of Practice and Procedure of Judicial Arbitration & Mediation, Inc. (J.A.M.S.), and judgment upon any award rendered by the arbitrators (s) may be entered by any state or federal court having jurisdiction thereof.

DATED: _____

PUBLISHER

DATED: April 11, 1996

AUTHOR

By: _____
Paddy Calistro

By: _____
Merrill Shindler



June 10, 2002

AMENDMENT

The following paragraph amends the Agreement dated Mar. 13, 1996
between Angel City Press and Merrill Shindler
for the book entitled American Dish
published in 1996

This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. Publisher may assign this Agreement, but only in its entirety. Author may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this Agreement. Except in the case of death of Author, Publisher must be notified by letter of any such assignment of net sums by Author. An original copy of that signed letter must be sent to Publisher.

I agree to the Amendment

[Redacted Signature] 6-17-02
signature date

MERRILL SHINDLER
[Redacted Print Name]
print name

on behalf of: _____
name of entity (if applicable)

Agreed, for Angel City Press

Paddy Calistro 6.10.02
Paddy Calistro, publisher date



This Agreement is entered into as of January 1, 2009 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and TOM ZIMMERMAN of [REDACTED]

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

2. The Book is described as follows: photographs by AUTHOR of downtown Los Angeles buildings.

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all printed copies of the Book that are sold and thirty-five percent (35%) of net revenues for any electronic versions of the Book, including electronic applications known as "apps".

All royalties will be paid semi-annually on the basis of cash received from net revenue of the Book adjusted for returns.

3a. "Net revenues," as used in this Agreement, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, not to exceed FIFTEEN percent (15%) in the aggregate, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. AUTHOR will be notified by PUBLISHER before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this Agreement, in which case PUBLISHER shall pay the entire cost of the examination.

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4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for radio, video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: Eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER. With regard to the specific sale of rights for motion picture or television productions, the parties will split the revenue sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

5. On February 1, 2009 AUTHOR, at his expense, shall deliver to PUBLISHER all text and images (in the form of scan or print) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book in writing within thirty (30) days of delivery of the completed manuscript. If rejected, AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and furthermore, AUTHOR may retain the monies paid to AUTHOR, and PUBLISHER shall not be obligated to make any further payments hereunder.

6. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense in the name of AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

7. AUTHOR agrees to offer first right of refusal to PUBLISHER for his next non-fiction work that is relevant to the history of Los Angeles.

8. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

10. If AUTHOR fails to complete the Book, as described in paragraph 6, for any reason, all rights in and to the completed manuscript shall belong to AUTHOR. AUTHOR will reimburse PUBLISHER for advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Book as a result of AUTHOR's breach of this Agreement.

11. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve (12) month period specified in this paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER. PUBLISHER must notify the AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

12. PUBLISHER will provide to AUTHOR fifty (50) copies of the Book at no charge for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies at fifty percent (50%) discount from the cover price of the Book.

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13. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher.

14. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED:

Sept 26, 2016

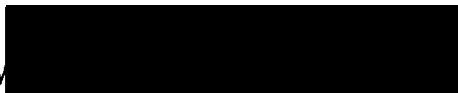
DATED:

September 26, 2016

By:

Paddy Calistro
Paddy Calistro for Angel City Press

By:


Tom Zimmerman, Author

PUBLISHING AGREEMENT

This Agreement is entered into as of May 18, 2007 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and HARRY CHANDLER of DREAM CITY INC., at [REDACTED] ("AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER an exclusive license under the copyright of the literary work described in paragraph 2 below (the "Book") including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the Book throughout the world in the English language and other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book is entitled "Dream City." It is described as follows: An essay and photo book featuring the "dreamers who have achieved their dreams" in Los Angeles. The published Book will be of comparable quality to other hardcover Angel City Press publications.

2a. If a second printing of the Book becomes warranted based on PUBLISHER's usual and good-faith practices regarding second printings, PUBLISHER agrees to produce and publish a second book of AUTHOR, with the tentative title "Dream City 2," subject to the terms of this Agreement. Timing for manufacture and release of the second book is to be determined in good faith by mutual agreement of PUBLISHER and AUTHOR.

2b. This Agreement specifically grants PUBLISHER the right to produce a softcover edition of both books after the respective hardcover editions, both subject to the terms of this Agreement.

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all copies of the WORK that are sold.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns. PUBLISHER shall provide to AUTHOR a statement of Net Revenues from sale of all the editions and other exploitation and disposition of rights to the Books, and other credits and debits relating to the Books.

The AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Books during normal business hours under such conditions as PUBLISHER shall reasonable prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in PUBLISHER's favor which amount to, at the time of such error, FIVE percent (5%) or more of the total sum paid to AUTHOR under this Agreement, in

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which case PUBLISHER shall contribute to the cost of the examination up to the lesser of the amount of the error determined as a result of the examination, or \$1,000.

3a. For a softcover edition and/or a hardcover or softcover edition of "Dream City 2" PUBLISHER agrees to pay to AUTHOR a royalty of FIFTEEN percent (15%) of net revenues for all copies of those works that are sold.

3b. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. The PUBLISHER shall have the exclusive right to license the Books to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for motion picture, radio, television, video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

The PUBLISHER shall provide AUTHOR with copies of any licenses granted. The PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

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6. On December 15, 2007, the AUTHOR, at his expense, shall deliver to the PUBLISHER all text and images (in digital format suitable for four-color (cmyk) reproduction with accompanying print) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript for the Book. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The delivery of text and photographs for the second book, "Dream City 2", will follow the same format and will be due within one year of notification to AUTHOR by PUBLISHER of its intention to publish it. The parties agree that acceptance of the manuscripts and photographs for publication shall rest in the sole discretion of the PUBLISHER who shall not be unreasonable in its acceptance. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith obligation to cooperate with the PUBLISHER with respect to written requests for revisions, the PUBLISHER will in good faith accept or reject the Book in writing within forty-five (45) days of delivery of the completed manuscript. If rejected, the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER, and furthermore, the AUTHOR may retain the monies paid to the AUTHOR, and the PUBLISHER shall not be obligated to make any further payments hereunder.

AUTHOR shall have at least two opportunities for review, change and approval of BOOKS. PUBLISHER shall send the edited manuscripts to AUTHOR for approval prior to it being made ready for page layout, and PUBLISHER shall send page layouts or other production materials to AUTHOR. In each case, AUTHOR may make requests for changes to such materials, provided such changes are delivered to PUBLISHER within five (5) business days from receipt of edited manuscript or page layouts, but the final decision to implement these changes shall rest with PUBLISHER. Any material changes to the Books made by PUBLISHER shall require approval from the AUTHOR. All non-material changes, such as those changes based on copyediting and proofreading shall not require AUHTOR approval.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's expense in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER and the AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. (omitted).

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR indemnifies the PUBLISHER against any such claims brought about by the publication of this book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER

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and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, all rights in and to the idea and contents shall belong to the AUTHOR. AUTHOR will reimburse to PUBLISHER advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Work as a result of AUTHOR's breach of this Agreement.

12. If the PUBLISHER fails to publish the Book within TWELVE (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve month period specified in this paragraph. If the PUBLISHER does not publish the Work, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement because the PUBLISHER has failed to publish the Work within twelve months of acceptance of the completed manuscript, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print in the United States of America and the PUBLISHER fails to bring out a new edition within eighteen months of the PUBLISHER's receipt of written request from the AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be 'in print' only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by the PUBLISHER and listed in the catalog issued to the trade by the PUBLISHER. The PUBLISHER must notify the AUTHOR in writing upon the PUBLISHER's failure to keep the book in print.

13. The PUBLISHER will provide to AUTHOR twenty (20) copies of the Book at no charge for the AUTHOR's personal use. In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at fifty percent (50%) discount from the cover price of the Book.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by the AUTHOR. Specifically, the AUTHOR reserves the right distribute, sell, exhibit and otherwise exploit any of the photos and text in the Books in all electronic forms including the Internet, in all art gallery and museum forms, and in any abbreviated magazine forms. AUTHOR agrees to advise PUBLISHER of any such executions of rights prior to making a commitment for the sole purpose of confirming that there is no conflict.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the state of California.

DATED: May 18, 2007

DATED: June 23

SOCIAL SECURITY NUMBER _____

FIN # _____

By: Paddy Calistro
Paddy Calistro for Angel City Press

By: _____

Harry Chandler FOR
DREAM CITY

(PC)



PUBLISHING AGREEMENT

This Publishing Agreement is entered into as of May 11, 2022 by Angel City Press, Inc., of 2118 Wilshire Blvd., Suite 880, Santa Monica, California 90403 ("PUBLISHER"), and Darryl Holter, of [REDACTED] (herein referred to as "AUTHOR").

1. **The Book:** "The Book" is described as a non-fiction literary work with the working title: *The Driving Force: How Los Angeles Put People in Cars and Cars on the Road*. The final title of the Book will be determined by mutual agreement of the parties. The Book will be based on AUTHOR's submitted manuscript, which will include approximately 45,000 words and approximately 75 rights-cleared images.

2. **Grant of Rights:** AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including hardcover, softcover, and any form of electronic editions of the Book described in Section 1 throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in Section 3 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

3. **Licensing of Subsidiary Rights:** PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form, and in such forms as defined in Section 2, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses) shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER. PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all licensed editions and translations.

With respect to revenue derived from licensing of other printed publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a bi-annual basis. These rights are limited to foreign publications, graphic interpretations including but not limited to graphic novelization or comic books, book clubs, magazine serialization, large print editions, library editions, deluxe editions, and anthology publishing rights.

With respect to the sale of rights for audio, including but not limited to podcasts, motion picture, or television productions, the parties will share net licensing revenue as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

With respect to licensing of other rights in the Book to third parties for excerpts (whether printed or electronic), abridgment, condensation, digest adaptation, textbook, computer, and/or data storage transmission and retrieval, whether by any medium or method now known or developed in the future, parties will share the net revenue received by PUBLISHER as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

4. **Deliverables and Schedule:** On or before September 1, 2022, AUTHOR shall submit to the PUBLISHER the full original manuscript accompanying images (with captions and credit/clearance information) described in Section 1. A final hard copy of the text, including captions, will accompany the submission of the electronic file of that text, including captions. All images should be submitted in digital file form, with each individual image file labeled per the instruction of PUBLISHER and accompanied by documentation of the right to publish each image. AUTHOR will provide documentation signed by the rights holder, indicating that all rights have been cleared for reproduction of the image in all editions of the book, whether printed or electronic. AUTHOR is responsible for any fees related to rights clearance for



use of photographs and/or essays by contributors. These data files of text and images shall include any related material required in the opinion of PUBLISHER for publication of the Book.

The parties agree that acceptance of all text and images for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work by PUBLISHER. AUTHOR agrees to complete the information required by PUBLISHER to identify each image in the book, including its source and clearance for publication, and AUTHOR will attest to the accuracy of the photo credits they supply.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the original manuscript within THIRTY (30) days of receipt of the image and text files that may be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the original manuscript elsewhere, with no remaining obligation to PUBLISHER.

5. Failure by Author: If AUTHOR fails to complete and deliver to PUBLISHER the original manuscript as provided in Section 4 as a result of AUTHOR's breach of this Agreement, all rights in and to the submitted manuscript (text and images) shall belong to AUTHOR, subject only to reimbursement of any initial advance against royalties paid by PUBLISHER upon execution of this Agreement. If PUBLISHER is unable to complete the Book for publication for any reason attributable to AUTHOR, the rights in the edited work may be released, at PUBLISHER's discretion, upon AUTHOR's reimbursement to PUBLISHER of advances against royalties paid to AUTHOR, as well as any out-of-pocket expenses, including but not limited to the costs of editing and graphic design of the work, incurred by PUBLISHER for the production of the Book.

6. Failure by Publisher: If PUBLISHER fails to publish the Book within twenty-four (24) months of acceptance of the edited manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the then edited work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, pandemics, strikes, work stoppage, loss of materials by other parties, supply-chain slowdowns, lack of cooperation by AUTHOR, or the prolonged illness or death of officers of PUBLISHER. The length of any such delay will be added to the specified twenty-four (24) month deadline, and PUBLISHER will have the right to establish a new publication date.

If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book per the extended deadline, except for breach of this Agreement by AUTHOR, PUBLISHER will, upon written request by AUTHOR, return all materials originally submitted per Section 4 to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER failed to bring out a new edition within twelve (12) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed as one off PUBLISHER's titles issued to the trade by PUBLISHER or its distributor(s).

7. Original Work: AUTHOR warrants that the original manuscript is original in all respects, other than quoted material and images that may have been published before but whose ownership rights are cleared for publication in the Book; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's



knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation.

AUTHOR indemnifies PUBLISHER against any copyright-infringement claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that, in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, shall share equally in the expense of any applicable deductible under PUBLISHER's insurance coverage and any claims not covered by the insurance policy.

8. Design, Layout, and Production: The PUBLISHER will determine the format, design, and layout of the book to best present the content to the book market and within the limitations of the manufacturing equipment and within acceptable production costs for the PUBLISHER. AUTHOR will review the stages of the layout and design and may make recommendations, and such recommendations will be considered by PUBLISHER. However, PUBLISHER retains the right to make all final decisions regarding the format, design, and layout.

9. Copyright Registration and Notice: The copyright in the Book shall be registered with the Register of Copyrights of the United States Copyright Office within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the name of AUTHOR.

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall each have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

10. Revenue and Author Royalty: PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues for all printed copies of the Book that are sold and twenty-five percent (25%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps."

All royalties will be paid semiannually on the basis of cash received from net revenues of the Book adjusted for returns. Earnings will be calculated for periods ending June 30 and December 31 of each calendar year, and paid within thirty (30) days of each date of calculation.

10a. "Net revenues," as used in this AGREEMENT, refers to funds received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions paid to or withheld by distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. (In the specific case of book club sales, costs deducted include printing costs actually incurred by PUBLISHER.) PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the total amount paid to



AUTHOR until that time, under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

11. **Advance Payments:** AUTHOR will receive no advance payment against royalties.

12. **Author Copies and Purchases:** AUTHOR will purchase 2,000 copies of the Book at fifty percent (50%) discount from the cover price of the Book, plus applicable state sales tax, and shipping costs. AUTHOR agrees that these copies may not be made available for sale in competition with any sales channel of PUBLISHER with the exception of Chevalier's Books in Los Angeles. Author royalties, as defined in Section 10 of this AGREEMENT, will not be paid to AUTHOR for copies of the Book purchased by AUTHOR.

13. **Follow-on Work:** AUTHOR will offer first right of refusal to PUBLISHER for the next nonfiction book proposal by either AUTHOR that is relevant to the history of Los Angeles.

14. **Indemnification:** Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

15. **Assignment:** This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of AUTHOR and the successors or assigns of PUBLISHER. PUBLISHER may assign the Agreement, but only in its entirety. AUTHOR may assign any net sums due or to become due hereunder, but may not assign any rights or obligations of this Agreement. Except in the case of death of AUTHOR, PUBLISHER must be notified by letter of any such assignment of net sums by AUTHOR. In the case of the death of any of the parties known herein as AUTHOR, the heirs, executors, or administrators of his/her estate(s) must notify PUBLISHER.

16. **Resolution of Dispute:** Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by binding arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: 5/13/2022

By: *Paddy Chevalier for Angel City Press*
(PUBLISHER)

DATED: 5/11/2022

By: [REDACTED]
(AUTHOR)

2118 WILSHIRE BOULEVARD • SUITE 880 • SANTA MONICA • CALIFORNIA 90403
PHONE 310-395-9982 • FAX 310-395-3353 • WWW.ANGELCITYPRESS.COM

AGREEMENT

This Agreement is entered into as of December 1, 2000 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd.#880 Santa Monica CA 90403 ("PUBLISHER"), and Marissa Roth of [REDACTED] ("AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER during the full term of copyright and all extensions thereof an exclusive license in the copyright of the Work, including the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and all other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

All rights not specifically granted herein to Publisher remain the property of Author.

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2. The Book is described as follows: black and white photographs printed in duotone, with accompanying introductions and captions.

Title (tentative): *Inside/Out: Downtown Los Angeles*.

Approximate length: between 60 and 75 images and accompanying introductions and captions

3. For the first 10,000 copies of the Book sold by the PUBLISHER in the U.S., the PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues; and for all copies of the Book sold in the U.S. in excess of 10,000 copies, the PUBLISHER agrees to pay to AUTHOR a royalty of FIFTEEN percent (15%) of the net revenues.

For all copies of the Book sold by the PUBLISHER outside the U.S., the PUBLISHER agrees to pay to AUTHOR a royalty based on TEN percent (10%) of the net revenues.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns. PUBLISHER will pay this royalty to AUTHOR not more than 30 days after receipt of funds for books sold.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, selections*, abridgment*, condensation*, digest adaptation*, textbook and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the case of Book Club, sales "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

*(subject to AUTHOR's consent)



6. On February 15, 2001 the AUTHOR, at their expense, shall deliver to the PUBLISHER all images (either color prints, transparencies or scans at no less than 600 dpi, scanned to the approval of both AUTHOR AND PUBLISHER) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the Book. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith prior obligation to cooperate with the PUBLISHER with respect to requests for revisions, the PUBLISHER will accept or reject the Book within 45 days of receipt of the completed manuscript. If rejected, the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER'S EXPENSE in the name of the AUTHOR, or as the AUTHOR instructs. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER shall have the right, in its discretion, to take any action necessary to prevent infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for the AUTHOR's next literary work and any revised editions of the Work specified in section 2 of this Agreement..

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR indemnifies the PUBLISHER against any such claims brought about by the publication of this book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy, except in the instance of claims resulting from lack of photo releases, in which case AUTHOR indemnifies PUBLISHER fully.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, other than breach of this Agreement by PUBLISHER, all rights in and to the idea and contents shall belong to the AUTHOR. AUTHOR will reimburse to PUBLISHER any advances against royalties paid to AUTHOR by PUBLISHER.

12. If the PUBLISHER fails to publish the Book within eighteen months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies..

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If the PUBLISHER does not publish the Work, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print for a period in excess of one year, all rights thereto shall revert to AUTHOR.

13. The PUBLISHER will provide to forty (40) copies of the Book at no charge for the AUTHOR's personal use and distribution to any additional writers attached to the project, plus five (5) to the agent. In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at fifty percent (50%) discount from the cover price of the Book.

14. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by final and binding arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing Rules of Practice and Procedure of Judicial Arbitration & Mediation, Inc. (J.A.M.S.), and judgment upon any award rendered by the arbitrators(s) may be entered by any state or federal court having jurisdiction thereof.

DATED: 1/23/01

PUBLISHER

By: Raddy Calistro
Raddy Calistro

DATED: 1/23/01

AUTHOR

S.S. Number [REDACTED]

[REDACTED]
Marissa Roth



June 10, 2002

AMENDMENT

The following paragraph amends the Agreement dated Dec. 1, 2000
between Angel City Press and Marissa Roth
for the book entitled Beau City: Downtown Los Angeles Inside / Out
published in 2001

This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. Publisher may assign this Agreement, but only in its entirety. Author may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this Agreement. Except in the case of death of Author, Publisher must be notified by letter of any such assignment of net sums by Author. An original copy of that signed letter must be sent to Publisher.

I agree to the Amendment

signature

6/14/02
date

MARISSA ROTH
print name

on behalf of: _____
name of entity (if applicable)

Agreed, for Angel City Press

Paddy Calistro 6.10.02
Paddy Calistro, publisher date

CONSULTING AGREEMENT

This Agreement is entered into as of February 16, 2001 by and between Angel City Press, Inc. ("Angel City Press") with offices at 2118 Wilshire Blvd., # 880, Santa Monica CA 90403, and Maritta Tapanainen ("Consultant"), of [REDACTED]

RECITALS

- A. Consultant has a background in the field of graphic design and is willing, able and desires to provide services, advice and expertise to Angel City Press based on this background.
- B. Angel City Press desires that Consultant provide to Angel City Press services, advice and expertise in the aforescribed field.

AGREEMENT

Based on the foregoing and on the terms and conditions listed below, the parties hereby agree as follows:

1. DESCRIPTION OF SERVICES. As of February 16, 2001 provide to Angel City Press the following services (hereinafter referred to collectively as "Services") for the Book tentatively titled UNCERTAIN SPACES : A JOURNEY THROUGH DOWNTOWN LOS ANGELES: case cover design (with type elements used on dust jacket supplied by Author), interior book design for a maximum of 128 pages (fee for additional pages to be negotiated in good faith), computer-generated page proofs for design approval, working with printer by telephone and fax throughout all phases of the project, supervision of retouching to photos as deemed necessary for photos selected by art director, proofs, two passes at corrections (ACP to provide proofreading for text), one copy of book design on disc or CD, one annotated thumbnail printout and one high-resolution page-by-page laser print and the design and proof management of an 4-page promotional brochure.

2. PAYMENT. Angel City Press will pay a fee to Consultant based on \$2500.00 for services provided hereunder. Payments shall be made as follows:

Now → \$ 500.00 upon delivery of approved initial layouts, and promotional brochure

3 weeks → \$1500.00 upon shipment of completed book design to printer

\$ 500.00 upon publisher's approval of final bluelines of the book/or 90 days after completed book design is sent to printer, whichever comes first.

Bonuses shall be paid to the designer according to the following schedule when revenue has been collected on the quantities of books sold, as listed below:

10,000 copies designer bonus equals \$1000

15,000 copies or more, designer bonus equals \$1500

3. EXPENSES. Consultant shall be entitled to reimbursement from Angel City Press for the following "out-of-pocket" expenses:

Color proofs, artwork or prop purchases approved by Publisher, messengers requested by Publisher, long-distance phone calls outside California requested by Publisher or demanded by

project, storage disks for completed book, and other unanticipated expenses that have been pre-authorized in writing by an agent of ACP.

4. TERM/TERMINATION. This Agreement shall be effective for a period ending with the delivery of the printed Book. Should Angel City Press terminate this project for any reason before page designs have commenced on the book, a kill fee of ten percent (10%) of the total fee (\$2500) shall be paid to Consultant and Angel City Press has no claim to the Consultant's work. Should Angel City Press terminate this project for any reason after page designs have commenced, a kill fee shall be paid to Consultant that reflects the number of page designs completed at that point, expressed as a percentage of the total pages in the book (i.e.: if 25 pages of a 100-page book are designed at the time of Angel City Press' termination of the contract, a kill fee of twenty-five percent (25%) of the total fee shall be paid to Consultant), and Angel City Press has no claim to Consultant's work. Should Consultant decide to withdraw from the project for any reason, all completed work and work in progress (including all computer files devoted to this project) shall become the property of Angel City Press.

5. RELATIONSHIP OF PARTIES. It is understood by the parties that Consultant is an independent contractor with respect to Angel City Press and not an employee of Angel City Press. Angel City Press will not provide to Consultant health insurance, paid vacation, or any other employee benefit, nor will Angel City Press pay on behalf of Consultant or withhold from payments to Consultant any income or employee tax of any kind.

6. EMPLOYEES. Consultant's employees, if any, who perform services for Angel City Press under this Agreement shall also be bound by the provisions of this Agreement.

7. INDEMNIFICATION. Consultant agrees to indemnify and hold Angel City Press harmless from all claims, losses, expenses, fees (including attorney fees), costs, and judgments that may be asserted against Angel City Press that result from malicious acts or omissions of Consultant or Consultant's employees and agents, if any.

Designer is indemnified from any responsibility concerning subject matter, text, artwork, photos or any other material provided or approved by Angel City Press. Accepted final version of book is considered approval. Angel City Press is solely responsible for any disputes involving copyright infringement, libel, and/or false statements.

8. ASSIGNMENT. Consultant's obligations under this Agreement may not be assigned or transferred to any other person, firm, corporation or entity without the prior written consent of Angel City Press.

9. RETURN OF RECORDS. Upon termination of this Agreement, Consultant shall deliver to Angel City Press all photographs, records, notes, data, memoranda, models, and equipment of any nature belonging to or related to the business of Angel City Press that are in Consultant's possession or under Consultant's control or that have been put in the possession of, or under the control of, a third party by Consultant.

10. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, first class postage prepaid, addressed as follows:

To

Paddy Calistro, President
Angel City Press
2118 Wilshire Blvd. Suite 880
Santa Monica CA 90403

To Consultant:
Maritta Tapanainen


Such address may be changed by either party by providing written notice to the other in the manner set forth above.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

12. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

13. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. ARBITRATION. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by final and binding arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing Rules of Practice and Procedure of the American Arbitration Association, and judgment upon any award rendered by the arbitrator (s) may be entered by any state or federal court having jurisdiction thereof.

Agreed to this 28 day of February 2001

ANGEL CITY PRESS

By

Paddy Calistro
Paddy Calistro, Publisher and CEO

CONSULTANT:


Maritta Tapanainen
Social Security/Tax ID Number:



AGREEMENT

This Agreement is entered into as of February 15, 2005 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and Stephen Cooper of [REDACTED] ("AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER, for fifteen (15) years from the date of this Agreement, an exclusive license in the copyright of the Work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, except specifically French and Italian, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book is described as follows: The biography of John Fante, as previously published with new introduction.

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for the first FIVE THOUSAND (5000) copies; TWELVE AND ONE-HALF percent (12.5%) of the net revenues for the next FIVE THOUSAND (5000) copies; and FIFTEEN percent (15%) for all copies thereafter for all copies of the book sold in the United States.

For all copies of the Book sold by the PUBLISHER outside the United States, the PUBLISHER agrees to pay to AUTHOR a royalty based on TEN percent (10%) of the net revenues for the first FIVE THOUSAND (5000) copies; TWELVE AND ONE-HALF percent (12.5%) of the net revenues for the next FIVE THOUSAND (5000) copies; and FIFTEEN percent (15%) for all copies thereafter.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns. PUBLISHER will pay this royalty to AUTHOR not more than THIRTY (30) days after receipt of funds for books sold. If the PUBLISHER shall fail to render any quarterly payment or accounting, and if after THIRTY (30) days written notice by the AUTHOR to the PUBLISHER, said accounting and/or payment is not made by the PUBLISHER, this Agreement shall terminate and all rights granted under this Agreement shall revert to the AUTHOR

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, except specifically French and Italian, in volume form and such forms as defined in paragraph 1, and the division of all monies

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received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be SEVENTY percent (70%) to the AUTHOR and THIRTY percent (30%) to the PUBLISHER.



With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for motion picture, radio, television, video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: EIGHTY percent (80%) to AUTHOR and TWENTY percent (20%) to PUBLISHER.

The PUBLISHER shall provide AUTHOR with copies of any licenses granted. The PUBLISHER shall also provide to AUTHOR ten (10) copies of the Book as it appears in all editions and translations outside of the United States.

6. On May 1, 2005, the AUTHOR, at his expense, shall deliver to the PUBLISHER all photographs (in the form of scan or film from former publisher) and a completed final hard copy of the manuscript (including New Introduction) and a coordinating electronic computer disk of the Book. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith obligation to cooperate with the PUBLISHER with respect to written requests for revisions, the PUBLISHER will in good faith accept or reject the Book in writing within THIRTY (30) days of delivery of the completed manuscript. If rejected, the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER, and furthermore, the AUTHOR may retain the monies paid to the AUTHOR, and the PUBLISHER shall not be obligated to make any further payments hereunder.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's EXPENSE in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER and the AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

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8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for any revised editions of the Work specified in section 2 of this Agreement.



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9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR indemnifies the PUBLISHER against any such claims brought about by the publication of this book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, all rights in and to the idea and contents shall belong to the AUTHOR. AUTHOR will reimburse to PUBLISHER advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Work as a result of AUTHOR's breach of this Agreement.

12. If the PUBLISHER fails to publish the Book within six months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the six month period specified in this paragraph. If the PUBLISHER does not publish the Work, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. **If the AUTHOR chooses to terminate this Agreement because the PUBLISHER has failed to publish the Work within six months of acceptance of the completed manuscript, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.**

Should the Book be out of print in the United States of America and the PUBLISHER fails to bring out a new edition within six months of the PUBLISHER's receipt of written request from the AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be 'in print' only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by the PUBLISHER and listed in the catalog issued to the trade by the PUBLISHER. The PUBLISHER must notify the AUTHOR in writing upon the PUBLISHER's failure to keep the book in print.

13. The PUBLISHER will provide to AUTHOR twenty-five (25) copies of the Book at no charge for the AUTHOR's personal use. In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at fifty percent (50%) discount from the cover price of the Book.

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14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators



of Author and the successors or assigns of Publisher. No assignment of this Agreement shall be binding upon either of the parties hereto without the written consent of the other party.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by the AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the state of California.

DATED: Feb 21, 2005

By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: Feb. 17, 2005

SOCIAL SECURITY NUMBER [REDACTED]

By: [REDACTED]
Stephen Cooper, Author

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AGREEMENT

This Agreement is entered into as of October 20, 1997, by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and R.Z. CHEW and DAVID PAVONI ("AUTHOR") of [REDACTED]

1. The AUTHOR hereby grants and assigns to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described below anywhere in the world, including the right in derivative works thereof and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book is described as follows:

Title (as currently planned): *Golf in Hollywood*

Topic: a historical look at golf and its impact on Hollywood

Approximate length: 30,000-40,000 words; no less than 100 and no more than 160 photographs

3. For the first 10,000 copies of the Book sold by the PUBLISHER in the U.S., the PUBLISHER agrees to pay to AUTHOR a royalty based on ten percent (10%) of the net revenues; and for all copies of the Book sold in the U.S. in excess of 10,000, the PUBLISHER agrees to pay to AUTHOR a royalty based on fifteen percent (15%) of the net revenues.

For all copies of the Book sold by the PUBLISHER outside the U.S., the PUBLISHER agrees to pay to AUTHOR a royalty based on ten percent (10%) of the net revenues.

All royalties will be paid monthly on the basis of cash received from net revenue of the Book adjusted for returns. PUBLISHER will pay this royalty to AUTHOR not more than 30 days after receipt of funds for books sold.

3a. "Net revenues," as used in this Agreement, refers to money actually received by Publisher for the sale of copies of the Work, net of returns, after deduction of shipping, customs, and commissions, taxes, currency exchange discounts and costs of collection.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages in volume form and the division of the royalty or lump sum (net of agent(s)'s commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be fifty percent (50%) to the AUTHOR and fifty percent (50%) to the PUBLISHER. If the PUBLISHER sells sheets or bound books for other publishers' editions at a price inclusive of royalty, the AUTHOR shall receive fifty percent (50%) of the PUBLISHER's net profits (gross profits less manufacturing costs).

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With respect to any revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR fifty percent (50%) of all net licensing revenue actually received on a monthly basis. These rights shall include: trade and mass-market paperback, Book Clubs, first and second magazine serialization, motion picture*, radio, television*, video cassette*, large print editions, library editions, deluxe editions, selections*, abridgment*, condensation*, digest adaptation*, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any method now known, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

*(subject to AUTHOR's consent)

6. The AUTHOR, at their expense, shall deliver to the PUBLISHER the photographs and a complete final, edited electronic computer disk that includes the manuscript, including captions, of the Book, in form and content satisfactory to the PUBLISHER, no later than March 1, 1998. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work. The parties further agree that revisions to the Book shall be arrived at through consultation and mutually-agreeable editorial changes, subject to the PUBLISHER's right to request alterations deemed in the best interest of the commercial success of the Book.

Subject to the AUTHOR's good faith prior obligation to cooperate with the PUBLISHER with respect to requests for revisions, the PUBLISHER will accept or reject the Book within 45 days of receipt of the completed manuscript. If rejected, the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER.

7. The parties agree that the copyright in the Book shall be registered by the PUBLISHER in the name of the AUTHOR.

8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for the AUTHOR's next non-fiction literary work. Furthermore, because the concept of the Book was developed by the PUBLISHER, the AUTHOR agrees that no sequels nor future literary works whose topic is directly related to the topic of the Book (such as, but not exclusively, a non-fiction work about "tennis in Hollywood" that would be similar in format to the Book) will be offered to other publishers without the express written permission of the PUBLISHER.

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy or publicity rights of others, or violate any law or regulation.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. In addition, PUBLISHER shall seek in good faith to obtain coverage of AUTHOR as named insured under the same policy of insurance, the cost of the additional

coverage being at the expense of AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. The PUBLISHER shall have the right, in its discretion, to take any action necessary to prevent infringement of the copyright in the Book and all renewals thereof.

12. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, other than breach of this Agreement by PUBLISHER, all rights in and to the idea and contents shall belong to the AUTHOR.

13. If the PUBLISHER fails to publish an edition of not less than 2500 copies of the Book within one year of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR. In lieu of other remedies, AUTHOR shall be entitled to retain any advance royalties already paid at the time of termination.

Should the Book be out of print for a period in excess of one year, all rights thereto shall revert to AUTHOR. In such case, the AUTHOR shall grant PUBLISHER a royalty right in future printings and derivative works on the same terms enjoyed by AUTHOR under this Agreement. In addition, in such event, AUTHOR shall have the right to buy all material (including plates and inventory, if any) at that time in the hands of PUBLISHER at cost.

14. The PUBLISHER will provide to ten (10) copies of the Book at no charge for the AUTHOR's personal use. In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at 40% discount from the cover price of the Book.

14. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by final and binding arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing Rules of Practice and Procedure of Judicial Arbitration & Mediation, Inc. (J.A.M.S.), and judgment upon any award rendered by the arbitrators (s) may be entered by any state or federal court having jurisdiction thereof.

DATED: 10/23/97

PUBLISHER

DATED: 10/22/97

AUTHOR

social security number

social security number

By: Paddy Calistro
For Angel City Press/Paddy Calistro

By:

R.Z. Chew

By:

David Pavoni



June 10, 2002

AMENDMENT

The following paragraph amends the Agreement dated Oct. 20, 1997
between Angel City Press and R.Z. Chew and David Pavori
for the book entitled Golf in Hollywood
published in 1998

This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. Publisher may assign this Agreement, but only in its entirety. Author may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this Agreement. Except in the case of death of Author, Publisher must be notified by letter of any such assignment of net sums by Author. An original copy of that signed letter must be sent to Publisher.

I agree to the Amendment


signature

6/24/02
date

Robert Z. Chew III
print name

on behalf of: _____
name of entity (if applicable)

Agreed, for Angel City Press

Paddy Calistro June 10, 2002
Paddy Calistro publisher date



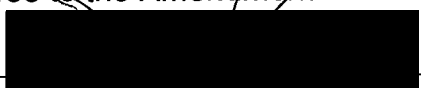
June 10, 2002

AMENDMENT

The following paragraph amends the Agreement dated OCT. 20, 1997
between Angel City Press and David Pavoni and R.Z. Chew
for the book entitled GOLF in Hollywood
published in 1998

This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. Publisher may assign this Agreement, but only in its entirety. Author may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this Agreement. Except in the case of death of Author, Publisher must be notified by letter of any such assignment of net sums by Author. An original copy of that signed letter must be sent to Publisher.

I agree to the Amendment


signature

6/16/02
date

DAVID PAVONI
print name

on behalf of: Rene D. Pavoni
name of entity (if applicable)

Agreed, for Angel City Press

Paddy Calisto
Paddy Calisto, publisher

6.10.02
date



This Agreement is entered into as of March 22, 2021 by Angel City Press, Inc. of 2118 Wilshire Blvd., Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and Michael Murphy of [REDACTED] (herein referred to as "AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

2. The Book is described as follows: Working title: Googie Modern: Architectural Renderings from Armet Davis Newlove

3. PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues for all printed copies of the Book that are sold and twenty-five percent (25%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps."

All royalties will be paid bi-annually on the basis of cash received from net revenue of the Book adjusted for returns. Earnings will be calculated as of about June 30 and December 31 of each calendar year, and paid within thirty (30) days of each date of calculation. The first royalty calculation will be made six months after the publication of the Book.

3a. "Net revenues," as used in this AGREEMENT, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. (In the specific case of book club sales, costs deducted include printing costs actually incurred by PUBLISHER.) PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER.



With respect to revenue derived from licensing of other printed publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a bi-annual basis. These rights are limited to foreign publications, book clubs, magazine serialization, large print editions, library editions, deluxe editions, syndication, and anthology publishing rights.

With respect to the sale of rights for audio, motion picture, or television productions, the parties will share net licensing revenue as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

With respect to licensing of other rights in the Book to third parties for radio, selections, abridgment, condensation, digest adaptation, textbook, computer, and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text, or any electronic medium or method now known or developed in the future, parties will share the net revenue received by PUBLISHER as follows: eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER.

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

6. PUBLISHER shall pay AUTHOR a design fee of THIRTY FIVE HUNDRED DOLLARS for designing the book per this schedule:

- THIRTY FIVE HUNDRED DOLLARS ten days after the PUBLISHER's designated printer accepts the upload of the final book files. AUTHOR shall grant PUBLISHER final approval over the book's design.

7. On August 1, 2021, AUTHOR, at his expense, shall deliver to PUBLISHER all images (in digital file form, with each individual image file labeled per the instruction of PUBLISHER) and a completed final hard copy of the manuscript with a coordinating electronic file of the manuscript. These data files of text and images shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work. AUTHOR agrees to complete the information required in PUBLISHER's spreadsheet to identify images in the book, and will attest to the accuracy of the photo credits he lists in it. AUTHOR is responsible for any fees related to use of photographs and/or essays by contributors.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book within 5 (five) days of receipt of the image and manuscript files that will be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the Book elsewhere, with no remaining obligation to PUBLISHER.

8. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the name of AUTHOR.



PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

9. AUTHOR agrees to offer first right of refusal to PUBLISHER for his next nonfiction work that is relevant to the history of Los Angeles.

10. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under PUBLISHER's insurance policy and any claims not covered by the insurance policy.

11. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

12. If AUTHOR fails to complete the Book, as described in paragraph 6, for any reason, all rights in and to the completed manuscript and images shall belong to AUTHOR. AUTHOR will reimburse PUBLISHER for advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Book as a result of AUTHOR's breach of this Agreement.

13. If PUBLISHER fails to publish the Book within eighteen (18) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God including, but not limited to, pandemics, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve (12) month period specified in this paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.



Should the Book be designated "out of print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER.

14. PUBLISHER will provide twenty (20) copies of the Book at no charge to AUTHOR for his personal use and to fulfill promises of complimentary books to rights grantors. AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book. Author royalties, as defined in Paragraph 3 of this AGREEMENT, will not be paid to AUTHOR for copies of the Book purchased by AUTHOR. AUTHOR agrees that these copies not be made available for sale in competition with any sales channel of PUBLISHER.

15. This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of Author and the successors or assigns of Publisher.

16. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

17. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: _____

By: _____
Paddy Calistro for Angel City Press (PUBLISHER)

DATED: _____

By: _____
Michael Murphy (AUTHOR)



AGREEMENT

This Agreement is entered into as of September 4, 2014 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880, Santa Monica CA 90403 ("PUBLISHER"), Darryl Holter and William Deverell, [REDACTED] ("AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

2. The Book is described as follows: Woody Guthrie in Los Angeles {not necessarily the title of the book}.

3. PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues for all printed copies of the Book that are sold and thirty-five percent (35%) of net revenues for any electronic versions of the Book, including electronic applications known as "apps."

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns.

3a. "Net revenues," as used in this Agreement, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, not to exceed fifteen percent (15%) in the aggregate, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. PUBLISHER will notify AUTHOR before any such deductions are made.

3b. All payments owed to AUTHOR will be made to Darryl Holter at [REDACTED]

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this Agreement, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication, and anthology publishing rights. "Net licensing revenue" shall mean all sums



received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for radio, video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: Eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER. With regard to the specific sale of rights for motion picture or television productions, the parties will split the revenue sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

6. On October 1, 2014 AUTHOR, at their expense, shall deliver to PUBLISHER all text and images (in the form of scan or print) and a completed final hard copy of the manuscript and coordinating electronic computer files of the manuscript. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book in writing within thirty (30) days of delivery of the completed manuscript. If rejected, AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and furthermore, AUTHOR may retain the monies paid to AUTHOR, and PUBLISHER shall not be obligated to make any further payments hereunder.

7. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense in the name of AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. AUTHOR agrees to offer first right of refusal to PUBLISHER for their next non-fiction work as a team that is relevant to the history of Los Angeles.

9. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights



clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Book, as described in paragraph 6, for any reason, all rights in and to the completed manuscript shall belong to AUTHOR. AUTHOR will reimburse PUBLISHER for advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Book as a result of AUTHOR's breach of this Agreement.

12. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve (12) month period specified in this paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER. PUBLISHER must notify the AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

13. PUBLISHER will provide to AUTHOR twenty (20) copies of the Book at no charge for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies at fifty percent (50%) discount from the cover price of the Book.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the



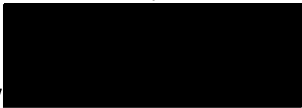
ANGEL CITY PRESS

mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: 9/12/14

By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: 9/8/14

By: 
Darryl Holter, Author

By: 
William Deverell, Author

PUBLISHING AGREEMENT

This Agreement is entered into as of June 3, 2010 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and Mark Vieira dba The Starlight Studio, of [REDACTED] and Darrell Rooney dba Darrell Rooney Productions, Ltd., of [REDACTED] (jointly, "AUTHOR").

1. AUTHOR hereby grants to PUBLISHER an exclusive license under the copyright of the literary work described in paragraph 2 below (the "Book") including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the Book throughout the world in the English language and other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book has the working title: JEAN HARLOW'S HOLLYWOOD: A Centenary Tour.

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all copies of the Book that are sold.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns, beginning six months after the publication of the Book. PUBLISHER shall provide to AUTHOR a statement of Net Revenues from sale of all the editions and other exploitation and disposition of rights to the Books, and other credits and debits relating to the Books.

The AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Books during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in PUBLISHER's favor which amount to, at the time of such error, FIVE percent (5%) or more of the total sum paid to AUTHOR under this Agreement, in which case PUBLISHER shall contribute to the cost of the examination up to the lesser of the amount of the error determined as a result of the examination, or \$1,000.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales

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representatives as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. PUBLISHER shall have the exclusive right to license the Book to other publishers outside of the United States for publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. PUBLISHER shall not have the right of syndication and first and second magazine serialization without previous consent of AUTHOR, and such consent shall not be unreasonably withheld by Author. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for selections, abridgment, condensation, digest adaptation, film and/or television and/or stage adaptation, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent, which shall not be unreasonably withheld. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

PUBLISHER shall provide AUTHOR with copies of any licenses granted. PUBLISHER shall provide to AUTHOR at least FOUR (4) copies of the Book as it appears in all editions and translations outside of the United States.

6. All payments by PUBLISHER to AUTHOR detailed in paragraphs 3 and 4 above, shall be FIFTY percent (50%) to Mark Vieira, and FIFTY percent (50%) to Darrell Rooney.

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7. On AUGUST 31, 2010, AUTHOR, shall deliver to PUBLISHER all text and images (in digital format suitable for four-color reproduction) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript for the Book in Word format. The text of the Book, including captions, shall not exceed THIRTY-FIVE THOUSAND (35,000) words. The disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book, specifically included will be picture captions for all images.

The parties agree that acceptance of the manuscript and photographs for publication shall rest in the sole discretion of PUBLISHER who shall not be unreasonable in its acceptance. AUTHOR shall cooperate with requests for changes and revisions, and agrees to use their best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER shall in good faith accept or reject the Book in writing within THIRTY (30) days of delivery of the completed manuscript. If rejected, the AUTHOR shall be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and furthermore, AUTHOR may retain the monies paid to AUTHOR, and PUBLISHER shall not be obligated to make any further payments hereunder.

AUTHOR shall have TWO (2) opportunities for review, change and approval of BOOK. PUBLISHER shall send the edited manuscript to AUTHOR for approval prior to it being made ready for page layout, and PUBLISHER shall send page layouts or other production materials to AUTHOR. In each case, AUTHOR may make requests for changes to such materials, provided such changes are delivered to PUBLISHER within THREE (3) days from receipt of edited manuscript or page layouts, but the final decision to implement these changes shall rest with PUBLISHER. All non-material changes, such as those changes based on copyediting and proofreading shall not require AUTHOR approval.

8. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by PUBLISHER at PUBLISHER's expense in the name of AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

9. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and all photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. AUTHOR indemnifies PUBLISHER against any such claims brought about by the publication of this book. AUTHOR agrees to pay any rights or licensing fees required for publication of submitted photographs. PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the

event of any claim that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, all rights in and to the idea and contents shall belong to AUTHOR. AUTHOR will reimburse to PUBLISHER advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Work as a result of AUTHOR's breach of this Agreement.

12. If PUBLISHER fails to publish the Book within TWELVE (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death or prolonged illness of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve month period specified in this paragraph. If PUBLISHER does not publish the Work, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Work within twelve months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be out of print in the United States of America and PUBLISHER fails to bring out a new edition within EIGHTEEN (18) months of PUBLISHER's receipt of written request from the AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in the catalog issued to the trade by PUBLISHER. The PUBLISHER must notify AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

13. PUBLISHER will provide to AUTHOR ~~THIRTY~~ ^{Forty} (40) copies of the Book (TWENTY to Mark Vieira, and TWENTY to Darrell Rooney), at no charge, for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies, not to be sold, at FIFTY percent (50%) discount from the cover price of the Book. No royalties will be paid for copies purchased by AUTHOR.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of AUTHOR and the successors or assigns of PUBLISHER.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort,

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or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: 6-7-10

By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: June 7, 2010

SOCIAL SECURITY NUMBER [REDACTED]

By: [REDACTED]
Mark Vieira

DATED: June 7, 2010

By: [REDACTED]
Darrell Rooney

FEIN: [REDACTED]



This Agreement is entered into as of March 26, 2019 by ANGEL CITY PRESS of 2118 Wilshire Blvd., Suite 880, Santa Monica California 90403, email pcalistro@angelcitypress.com, phone [310-395-9982](tel:310-395-9982) ("PUBLISHER"), and DeepFocus Productions, Inc., [REDACTED], email [REDACTED], phone [REDACTED] (herein referred to as "AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All agreements for licensing of BOOK are subject to approval of AUTHOR.

2. Book is described as follows: a history of the Chinese in American feature films, tentatively title *A Hollywood Chinese Album*.

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all printed copies of the Book that are sold and TWENTY-FIVE percent (25%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps." All royalties will be paid twice a year on the basis of cash received from net revenue of the Book adjusted for returns; on or about June 30 (covering the previous period of January 1 to June 30, and to be received by AUTHOR no later than the following July 30) and December 31 (covering the previous period of July 1 to December 31, and to be received by AUTHOR no later than the following January 31).

3a. "Net revenues," as used in this Agreement, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third party fees and commissions from distributors and/or sales representatives, not to exceed FIFTEEN percent (15%) in the aggregate, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. PUBLISHER will notify AUTHOR before such deductions are made.

3b. PUBLISHER agrees to pay AUTHOR a one-time only five-hundred dollar (\$500) Bestseller Bonuses if the Book appears among the top fifteen (15) books on the bestseller list of the *New York Times*. The one-time only Bestseller Bonus earned will be payable in the reporting period when the Book appears on the *New York Times* bestseller list.

3c. In addition to the royalty payments set forth above, PUBLISHER shall issue AUTHOR statements twice a year on or about June 30 (covering the previous period of January 1 to June 30, and to be received by AUTHOR no later than the following July 30), and December 31 (covering the previous period of July 1 to December 31, and to be received by AUTHOR no later than the following January 31) that report on sales and inventory of the BOOK.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's

INITIALED AND DATED: Author _____ Publisher _____

favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this Agreement, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other book publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses, including any royalties or downstream income, (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER. All agreements for licensing of BOOK are subject to approval of AUTHOR

With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis (March, June, September, December). These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net Licensing Revenue" shall mean all sums received from licensee on an ongoing basis, including any royalties or downstream income, less all reasonable, third party, documented costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for radio, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), whether by disc, cassette, teletext, video text, or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the Net Licensing Revenue received by PUBLISHER as follows: Sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER. With regard to the specific sale of rights for commercial rights, motion picture, and television productions, AUTHOR retains all rights, and agrees to discuss such sales with PUBLISHER, in good faith.

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

[REDACTED]

6. On May 24, 2019, AUTHOR, at his expense, shall deliver to PUBLISHER all text and images (in the form of high resolution scans) but not including the index, which will be completed by PUBLISHER, and a completed final hard copy of the manuscript and a coordinating electronic copy of the manuscript. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. PUBLISHER agrees that if the BOOK includes a foreword and/or afterword by an outside writer, the text for either may be submitted after May 1, 2019 at a mutually agreed date. AUTHOR agrees that any compensation to outside writers for foreword and/or afterword will be his responsibility to pay. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

PUBLISHER agrees that AUTHOR has the right of consultation to review and comment on PUBLISHER's decisions on the details of the BOOK, including but not limited to text, design, layout, title, and marketing material, and PUBLISHER in good faith will consider AUTHOR's suggestions. Prior to actual printing, PUBLISHER shall furnish AUTHOR with a proof of the BOOK and AUTHOR agrees to read, comment, correct and return all proofs within seven (7) days after receipt.

INITIALED AND DATED: Author _____ Publisher _____

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept the Book or reject (in writing by letter sent by traceable mail and email to AUTHOR's address above) the Book within thirty (30) days of delivery of the completed manuscript. If the Book is rejected, AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and furthermore, AUTHOR may retain the monies paid to AUTHOR, and PUBLISHER shall not be obligated to make further payments hereunder.

6A. PUBLISHER acknowledges receipt of the BOOK Proposal emailed on October 26, 2018, and a PDF titled "HC Book_v21_Jan 22 2019.pdf" containing sample BOOK chapters sent via WeTransfer on January 22, 2019 (herein referred to as PROPOSALS) as agreed upon representations of the AUTHOR's intent for the manuscript and images for the BOOK. Pursuant to 6 above, both parties acknowledge PROPOSALS do not represent the finished published BOOK, and PUBLISHER's editorial decisions will be made in consultation with AUTHOR prior to final layout, design and publication of BOOK. Pages one and two of the PROPOSAL are attached as "EXHIBIT A: PROPOSAL" and are incorporated by reference to this AGREEMENT.

6B. PUBLISHER acknowledges and agrees that due to AUTHOR's agreements with "Hollywood Chinese" documentary interviewees who are quoted in BOOK, BOOK title will include the words "Hollywood Chinese," and a form of the following statement will be placed on the back cover, and in the beginning pages of the BOOK to frame the interviewees' inclusion: "An illustrated companion to *Hollywood Chinese*, Arthur Dong's documentary on the 100-year history of the Chinese in American feature films;" a visual sample of the AUTHOR's intentions for the latter can be found in the PDF mentioned in 6A. PUBLISHER also acknowledges and agrees that any and all quotes from Amy Tan must be approved by her prior to publication. Furthermore, PUBLISHER agrees that a version of the "Storytellers" chapter as laid out in the PDF mentioned in 6A above will be included in BOOK.

6C. PUBLISHER and AUTHOR agree the first edition of BOOK shall be hardcover.

7. The copyright in the Book shall be registered with the U.S. Copyright Office within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense as follows:

AUTHOR: Arthur Dong
Copyright Claimant: DeepFocus Productions, Inc.
Transfer Statement: By written agreement
Rights and permission, Organization name: DeepFocus Productions

PUBLISHER agrees to print the proper copyright notice in every copy, versions, and editions of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. AUTHOR agrees to offer first right of refusal to PUBLISHER his next nonfiction work that is relevant to the history of Los Angeles/Hollywood, and PUBLISHER shall have a period of not more than thirty days from AUTHOR's pitch or delivery of a proposal to decide whether or not to acquire the proposed book for publication.

9. Pursuant to 9A and 9B below, AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and images in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. Subject to 9A and 9B below, AUTHOR will provide proof of necessary rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book except in cases where claims are filed based on error(s) solely caused by PUBLISHER and solely the responsibility of PUBLISHER.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy and PUBLISHER shall provide a

INITIALED AND DATED: Author _____ Publisher _____

certificate of insurance to AUTHOR; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

9A. PUBLISHER acknowledges that AUTHOR will apply the doctrine of fair use under U.S. Copyright Law for applicable unlicensed material used in the BOOK. AUTHOR has and will continue to work with an attorney to comply with fair use principles and in lieu of permissions for applicable unlicensed material AUTHOR will submit, if requested, an attorney's opinion letter and log of all applicable material in the BOOK to show evidence of fair use compliance. The delivery date of the attorney's opinion letter and log will be contingent on the completion date and submission to AUTHOR's counsel of an accurate draft or galley of the BOOK that will be printed and published; the overall thematic concept of the layout in the PDF named in paragraph 6A underwent a preliminary study by AUTHOR's counsel and should be considered during the BOOK's design process. PUBLISHER acknowledges that the application of fair use relies on specific principles and agrees to cooperate with the AUTHOR and his counsel to arrange, edit and delete material in the BOOK as necessary to comply with said principles. PUBLISHER shall provide a letter to AUTHOR that AUTHOR'S attorney's fair use letter was submitted to the insurance company and that the project is covered for cases of fair use.

9B. PUBLISHER understands that the "Hollywood Chinese" museum exhibition essay titled "Yellow Peril Smackdown: A Night at the Chinese American Museum" that is slated to be included in the Appendix of the BOOK was previously published by the Chinese American Museum in 2009 in the exhibition's catalogue and was written by Renee Tajima-Pena who holds the essay's copyright. AUTHOR agrees to pay Tajima-Pena any necessary compensation.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Book, as described in paragraph 6, for any reason, all rights in and to the completed manuscript shall belong to AUTHOR. AUTHOR will reimburse PUBLISHER for advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Book as a result of AUTHOR'S breach of this Agreement.

12. If PUBLISHER fails to publish the Book within fifteen (15) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be automatically terminated and all rights in and to the Work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the fifteen (15) month period specified in this paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book within fifteen (15) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be "out of print" in the United States of America and PUBLISHER fails to bring out a new edition or a reprint within fifteen (15) months of the PUBLISHER'S receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when actual hard copies (i.e., not electronic versions, e-book versions, disk versions, print-on-demand, or the like) are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in list of PUBLISHER'S titles issued to the trade by PUBLISHER.

13. PUBLISHER will provide to AUTHOR ten (10) copies of the Book at no charge for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies at fifty percent (50%) discount from the cover price of the Book. AUTHOR will notify PUBLISHER if he wishes to sell these discounted books at an event, however, PUBLISHER has the right to withhold permission for good cause. PUBLISHER agrees that permission will not be unreasonably withheld. No royalties will be paid to AUTHOR for copies purchased by AUTHOR or Arthur Dong.

13A. AUTHOR will have the right to purchase up to one hundred fifty (150) copies from each print run of the Book, by PUBLISHER, at Publisher's manufacturing cost (paper, printing, binding and shipping), plus twenty (20) percent of said costs per BOOK. These copies are for promotional use only, not to be sold. No royalties will be paid on these copies.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author (Arthur Dong and DeepFocus Productions, Inc.) and the successors or assigns of Publisher.

15. AUTHOR may terminate this AGREEMENT by written notification within thirty (30) days if a petition in bankruptcy or reorganization is filed by or against PUBLISHER or if PUBLISHER liquidates its business for any reason whatsoever.

16. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

17. Unless there are unpredictable or unforeseen circumstances that will be negotiated with AUTHOR in good faith, any fees PUBLISHER or its licensees or sub-licensees secures or obtains from outside parties for any of AUTHOR's services not set forth in this AGREEMENT, including but not limited to interviews or appearances, shall be paid 100% to AUTHOR, and if PUBLISHER receives any such payments on behalf of AUTHOR, such payments will be transferred to AUTHOR within thirty (30) days of receiving them.

18. All payments to AUTHOR shall be made payable to DeepFocus Productions, Inc. (FEIN [REDACTED]).

19. PUBLISHER understands and agrees that payments are an essential part of the essence of this Agreement. If any payment is late, AUTHOR shall notify PUBLISHER and within 30 days of notification, PUBLISHER shall make all due payments. If no payment is received within the 30 days, AUTHOR may choose to terminate the Agreement upon notification to PUBLISHER.

20. This Agreement reflects the entire understanding of the parties and may not be modified except in writing signed by both parties.

21. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED : _____ By: _____
Paddy Calistro for Angel City Press (PUBLISHER)

DATED : _____ By: _____
Arthur Dong for DeepFocus Productions, Inc. (AUTHOR)

INITIALED AND DATED: Author _____ Publisher _____

Exhibit A: Proposal

A HOLLYWOOD CHINESE ALBUM

325 pages (estimate) | 500 illustrations (estimate) | Hardcover
Contact: Arthur Dong, 

OVERVIEW

The summer of 2018 witnessed a new chapter in American film history: The critical and box-office breakout successes of *Crazy Rich Asians*, the first Hollywood studio film in 25 years with an all-Asian cast that portray non-stereotypical roles. To put this milestone into perspective, *A Hollywood Chinese Album* steps back and takes an illustrated look at movie memorabilia from the last century to show the potency of images and their impact on culture and society.

Originating from Arthur Dong's award-winning documentary *Hollywood Chinese*, which chronicled the 100-year history of the Chinese in American feature films, *A Hollywood Chinese Album* centers on ephemera culled from an archive of over 1,500 pieces the filmmaker collected since childhood and during the ten-year research for his film. This singular treasure trove includes posters, lobby cards, stills, press books and other artifacts that document the Chinese in Hollywood and visually reflect earlier social and cultural attitudes on race. Organized thematically, the pictorial book lays out this material as a visual journey to record how the film industry has ingrained a particular cinematic imagination of the Chinese into American culture and consciousness.

Alongside these images is a storytelling component that features Chinese American film artists. For his documentary, Dong interviewed some of cinema's most distinguished practitioners, including Ang Lee, Wayne Wang, Justin Lin, Amy Tan, Joan Chen, Nancy Kwan, BD Wong, James Hong, and James Shigeta. Excerpts from their interviews will serve as commentary, anecdotes, and first-hand accounts of working in film. Also interviewed were white actors Luise Rainer (*The Good Earth*), Christopher Lee (Fu Manchu), and Turhan Bey (*Dragon Seed*) whose remembrances illuminate the controversial practice of yellowface in the movies.

While historic personalities like Anna May Wong and James Wong Howe will be spotlighted, more revelatory will be little-known early pioneers who pushed against the status quo: [Marion Wong](#) made the earliest known Chinese American film in 1916; James B. Leong produced a color-tinted feature in 1921; and Joseph Sunn Jue made some twenty feature films by, about and starring Chinese Americans in the 1930s-1940s.

SOCIAL CONTEXT

An underlying premise of *A Hollywood Chinese Album* asserts that the American film industry's treatment of the Chinese has created and reinforced stereotypes that contribute to anti-Asian prejudice and xenophobic public opinions. Asian Americans Advancing Justice, a civil rights group, has documented a recent upsurge of anti-Chinese hate crimes in America. Among the causes, AAAJ cites the pervasive demonization of the Chinese perpetuated by Hollywood – this coupled with escalating anti-immigrant rhetoric and policies promoted by the current White House administration. In February of this year, FBI director Christopher Wray reinforced racial profiling of the Chinese during a Senate Select Committee on Intelligence hearing: he warned that Chinese spies are infiltrating U.S. universities as part of China's quest to be the dominant global superpower, and to undermine America's military, economic and cultural power. In other words: Beware the Yellow Peril.

Although *A Hollywood Chinese Album* centers on the Chinese, its analysis will be relevant to other ethnic and marginalized groups as well, challenging prejudiced assumptions about minorities in America who are increasingly treated as unwanted foreigners and targets of scorn.

A HOLLYWOOD CHINESE ALBUM

TABLE OF CONTENTS

The FOREWORD and AFTERWORD will be written by artists such as Ava Duvernay, recognized for both professional accomplishments as well as a commitment to equality, and Constance Wu, outspoken advocate for inclusion and star of *Crazy Rich Asians* and *Fresh Off the Boat*.

PREFACE & INTRODUCTION: by writer Arthur Dong

CHAPTERS:

- Hollywood Chinatown: Chinatown as a cinematic location
- Fu Manchu
- Charlie Chan
- *The Good Earth*
- Yellowface Reflections
- Some Real Chinese: Chinese American actors in the early years of Hollywood
- Early Pioneers: Anna May Wong, James Wong Howe, Marion Wong, James B. Leong, Joseph Sunn Jue
- The White Savior: Guns and Bibles save the yellow barbarians
- The Butterfly Syndrome: Objectifying Chinese women
- Suzie Wong: a Nancy Kwan Conundrum
- *Flower Drum Song*: an (almost) all-Asian Hollywood musical breakthrough
- Kung Fu Fighting: Bruce Lee and the martial arts phenomena
- Amy Tan and her *Joy Luck Club* Hollywood adventure
- A New Breed: *Fast and Furious* for *Crazy Rich Asians*

STORYTELLERS:

- Joan Chen, actress and director (*The Last Emperor*, *Twin Peaks*, *Marco Polo*, *Xiu Xiu*, dir.)
- Tsai Chin, actress (*The Joy Luck Club*, Fu Manchu's daughter in a series of five films)
- James Hong, actor (*Blade Runner*, *Kung Fu Panda*, *Chinatown*)
- David Henry Hwang, screen writer (*M. Butterfly*, *Golden Gate*, *The Monkey King*)
- Nancy Kwan, actress (*The World of Suzie Wong*, *Flower Drum Song*)
- Ang Lee, director (*Brokeback Mountain*, *The Life of Pi*, *Crouching Tiger, Hidden Dragon*)
- Justin Lin, director (*Star Trek*, *Fast and Furious*, *Better Luck Tomorrow*)
- Lisa Lu, actress (*Crazy Rich Asians*, *The Joy Luck Club*, *The Last Emperor*, *Mountain Road*)
- James Shigeta, actor (*Flower Drum Song*, *Walk Like a Dragon*, *Crimson Kimono*)
- Amy Tan, writer, producer (*The Joy Luck Club*)
- Wayne Wang, director (*Chan is Missing*, *Smoke*, *The Joy Luck Club*)
- BD Wong, actor (*Father of the Bride*, *Jurassic Park*, *Robot*, *Law and Order*)

ADDITIONAL STORIES & COMMENTARY by Hollywood Chinese [interviewees](#):

- Turhan Bey, actor in *Dragon Seed*, as Lao Er Tan (in yellow face)
- Stephen Gong, film historian
- Christopher Lee, actor as Fu Manchu in a series of five films (in yellow face)
- James Leong, Jr., son of the pioneer filmmaker
- Luise Rainer, actress in *The Good Earth*, as O-Lan (in yellow face)
- Daughters of Violet Wong, the main actress in *The Curse of Quon Gwon* (1916)

APPENDICES, INDEX and BIBLIOGRAPHY

Agreement

This Agreement is entered into on **February 4, 1993**, by Angel City Press, Inc. ("Publisher"), 2210 Wilshire Boulevard, Suite 880, Santa Monica, California 90403, and **Betty Goodwin** ("Author"), residing at [REDACTED].

1. The Author hereby grants and assigns to Publisher the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described below anywhere in the world, including the right in derivative works thereof and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book is described as follows:

Title (as currently planned): **Hollywood du Jour**

Topic: **Nostalgia and recipes from about 20 of Southern California's legendary lost restaurants and at least one tested recipe from each.**

Approximate length: **10,000 words**

3. The Publisher agrees to pay to Author a monthly royalty based on **10 percent** of the cover price on net sales of the Book after returns. The Publisher will pay this royalty to Author not more than 30 days after receipt of funds for books sold. If the book is sold at a discount in lots greater than **250** copies, the royalty shall be reduced proportionately to reflect the lower sales price. With respect to all revenue derived from licensing of any publication rights in the Book, the Publisher agrees to pay the Author **50%** of all sums actually received, excluding reasonable charges to licensee, on a monthly basis.

4. The Publisher shall pay the Author an advance against all of the royalties payable under this Agreement in the sum of

\$1000 payable as follows:

\$334 when this contract is signed;

\$333 on acceptance of the first half of the manuscript of the Book; and

\$333 upon acceptance of the completed manuscript.

5. The Publisher reserves the right to approve expenditures for artwork (duplications of menus, photos, illustrations and the like) relating to the Book. The Publisher agrees to pay any costs in excess of **\$200** for approved artwork.

6. The Author, at his or her expense, shall deliver to Publisher a complete final, edited, typewritten manuscript of the Book, in form and content satisfactory to Publisher, no later than

February 22, 1993, including any related material required in the opinion of both Author and Publisher for publication of the Book such as photos, illustrations or menus or facsimile to provide artist(s), but in the event that Author is unable to deliver the same to Publisher by said date, Author shall do so within a reasonable time thereafter. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the Publisher. The Author shall cooperate with requests for changes and revisions, agrees to use his or her best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with Publisher's requests shall not be deemed to constitute a promise of acceptance of the revised work.

7. The parties agree that the copyright in the Book shall be registered in the name of the Author and that an assignment of copyright to Publisher shall be recorded in the United States Copyright Office.

8. The Author warrants that the Book is original in all respects; that it does not disclose any information that the Author is bound to keep confidential; and that, to the best of the Author's knowledge, publication of the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy or publicity rights of others, or violate any law or regulation.

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

10. The Publisher shall have the right, in its discretion, to take any action necessary to prevent infringement of the copyright in the Book and all renewals thereof.

11. If Author fails to complete the project for any reason, other than breach of this Agreement by Publisher, all rights in and to the idea shall belong to the Publisher and Author will not write a book or assist, contribute to or aid in any manner the writing of any book or publication based on or suing substantially the same idea for a period of three years. All research materials, information, photographs and artwork of any kind procured or produced in connection with the project shall be the property to Publisher and shall be the property of Publisher and shall be promptly returned to or put into the possession of Publisher by Author.

12. If the Publisher fails to publish the Book within one year of acceptance of the completed manuscript for any reason, other than breach of this Agreement by Author, this Agreement shall be terminated and all rights in and to the Book shall belong to Author. In that event, Publisher shall sign and deliver to Author such documents, including a reassignment of copyright, as Author may request in order to vest such rights in Author. In lieu of

other remedies, Author shall be entitled to retain any advance royalties already paid at the time of termination.

Publisher

by

Paddy Calisto

Date

Author



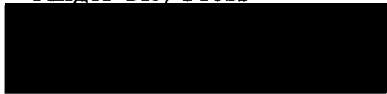
Date

Feb 10, 1993

Betty Goodwin



February 3, 2004

Paddy Calistro
Angel City Press


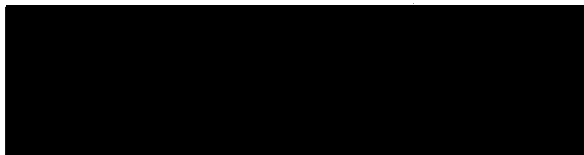
Via fax  and U.S. Mail

Dear Paddy,

This letter authorizes you to pursue the sale of television and film rights to my book, "Hollywood du Jour," and share with me 50 percent of the proceeds.

You are also giving me the right to approve the terms and conditions of such sale.

Sincerely,



AGREEMENT

This Agreement is entered into as of May 5, 1997, by **ANGEL CITY PRESS, INC.** of 2118 Wilshire Blvd. Suite 880, Santa Monica CA 90403 ("PUBLISHER"), and, **VICTORIA THOMAS** of [REDACTED] ("AUTHOR").

1. The AUTHOR hereby grants and assigns to the PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described below anywhere in the world, including the right in derivative works thereof and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book is described as follows:

Title (as currently planned): **LATIN LOVERS**

Topic: a collection of biographies and rare photographs of men who have come to be known as Latin Lovers in the entertainment industry

Approximate length: 25,000 to 45,000 words plus no fewer than 100 photographs.

3. For the **first 10,000** copies of the Book sold by the PUBLISHER in the United States of America, the PUBLISHER agrees to pay to AUTHOR a royalty based on **TEN percent (10%)** of the net revenues; and for all copies of the Book sold in the United States of America **in excess of 10,000**, the PUBLISHER agrees to pay to The AUTHOR a royalty based on **FIFTEEN percent (15%)** of the net revenues.

For all copies of the Book sold by the PUBLISHER outside the United States of America, the PUBLISHER agrees to pay to AUTHOR a royalty based on **TEN percent (10%)** of the net revenues.

All royalties will be paid monthly on the basis of cash received from net revenue of the Book adjusted for returns. The PUBLISHER will pay this royalty to The AUTHOR not more than **30 days** after receipt of funds for books sold. If the Book is sold at a discount in lots greater than **250** copies, the royalty shall be reduced proportionately to reflect the lower sales price.

3a. "Net revenues," as used in this Agreement, refers to money actually received by the PUBLISHER for the sale of copies of the Work, net of returns, after deduction of shipping, customs, insurance, fees and commissions, taxes, currency exchange discounts and costs of collection.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages in volume form and the division of the royalty or lump sum (net of agent(s)'s commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be **FIFTY percent**

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(50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER. If the PUBLISHER sells sheets or bound books for other publishers' editions at a price inclusive of royalty, the AUTHOR shall receive FIFTY percent (50%) of the PUBLISHER's net profits (gross profits less manufacturing costs).

With respect to any revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a monthly basis. These rights shall include: trade and mass-market paperback, Book Clubs, first and second magazine serialization, motion picture, radio, television, video cassette, large print editions, library editions, deluxe editions, selections, abridgment*, condensation*, digest adaptation*, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any method now known, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs actually incurred by the PUBLISHER pursuant to the licensing of such publication rights to third parties.

*(subject to the AUTHOR's consent)

6. The AUTHOR, at her expense, shall deliver to the PUBLISHER the photographs and a complete final, edited electronic computer disk that includes the manuscript, including captions, of the Book, in form and content satisfactory to the PUBLISHER, no later than December 1, 1997. That disk shall include any related material required in the opinion of both the AUTHOR and the PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use her best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with the PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work. The parties further agree that revisions to the Book shall be arrived at through consultation and mutually-agreeable editorial changes, subject to the PUBLISHER's right to request alterations deemed in the best interest of the commercial success of the Book.

Subject to the AUTHOR's good faith prior obligation to cooperate with the PUBLISHER with respect to requests for revisions, the PUBLISHER will accept or reject the Book within 45 days of receipt of the completed manuscript. If rejected, the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER.

7. The parties agree that the copyright in the Book shall be registered by the PUBLISHER in the name of the AUTHOR.

8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for the AUTHOR's next literary work. Furthermore, because the concept of the Book was developed by the PUBLISHER, the AUTHOR agrees that no sequels nor future literary works whose topic is directly related to the topic of the Book (such as, but not exclusively, a non-fiction work about female "Latin Lovers" that would be similar in format to the Book) will be offered to other publishers without the express written permission of the PUBLISHER.

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not

4-5-19-97

infringe on any copyright rights of others, nor constitute defamation, invasion of privacy or publicity rights of others, or violate any law or regulation.

The PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. In addition, The PUBLISHER shall seek in good faith to obtain coverage of the AUTHOR as named insured under the same policy of insurance, the cost of the additional coverage being at the expense of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. The PUBLISHER shall have the right, in its discretion, to take any action necessary to prevent infringement of the copyright in the Book and all renewals thereof.

12. If the AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, other than breach of this Agreement by the PUBLISHER, all rights in and to the idea and contents shall belong to the PUBLISHER.

13. If the PUBLISHER fails to publish an edition of not less than 2500 copies of the Book within one year of acceptance of the completed manuscript for any reason, other than breach of this Agreement by the AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to the AUTHOR. In lieu of other remedies, the AUTHOR shall be entitled to retain any advance royalties already paid at the time of termination.

Should the Book be out of print for a period in excess of one year, all rights thereto shall revert to the AUTHOR. In such case, the AUTHOR shall grant the PUBLISHER a royalty right in future printings and derivative works on the same terms enjoyed by the AUTHOR under this Agreement. In addition, in such event, the AUTHOR shall have the right to buy all material (including plates and inventory, if any) at that time in the hands of the PUBLISHER at cost.

14. The PUBLISHER will provide TEN (10) copies of the Book at no charge for the AUTHOR's personal use. In addition, for her personal use, the AUTHOR will have the right to buy additional copies, that are not to be re-sold. The AUTHOR will have the right to purchase these copies at 40% discount from the cover price of the Book.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by final and binding arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the Rules of Practice and Procedure of Judicial Arbitration & Mediation, Inc. (J.A.M.S.), and judgment upon any award rendered by the arbitrators (s) may be entered by any state or federal court having jurisdiction thereof.

DATED: May 19, 1997 6/12/97 PUBLISHER

DATED: May 19, 1997 AUTHOR

social security number [REDACTED]

By: Paddy Calistro
Paddy Calistro

By: [REDACTED]
Victoria Thomas

June 10, 2002

AMENDMENT

The following paragraph amends the Agreement dated May 5, 1997
between Angel City Press and Victoria Thomas
for the book entitled Hollywood's Latin Lovers
published in 1998

This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. Publisher may assign this Agreement, but only in its entirety. Author may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this Agreement. Except in the case of death of Author, Publisher must be notified by letter of any such assignment of net sums by Author. An original copy of that signed letter must be sent to Publisher.

I agree to the Amendment

signature

Victoria Thomas

print name

date

June 18, 2002

on behalf of: _____

name of entity (if applicable)

Agreed, for Angel City Press

Paddy Calistro
Paddy Calistro, publisher

6.10.02
date



PUBLISHING AGREEMENT

This Publishing Agreement is entered into as of November 3, 2022 by Angel City Press, Inc., of 2118 Wilshire Blvd., Suite 880, Santa Monica, California 90403 ("PUBLISHER"), and Kathy Kikkert, of [REDACTED] (herein referred to as "AUTHOR/DESIGNER").

1. The Book: "The Book" is described as a non-fiction literary work with the working title: *Hollywood Signs: Glittering Graphics and Neon Glow in Mid-Century Tinseltown*. The final title of the Book will be determined by mutual agreement of the parties. The Book will be based on AUTHOR/DESIGNER's submitted manuscript and image files, which will include a maximum of 15,000 words and approximately 300 rights-cleared images.

2. Grant of Rights: AUTHOR/DESIGNER hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including hardcover, softcover, and any form of electronic editions of the Book described in Section 1 throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in Section 3 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR/DESIGNER. It is understood and agreed that PUBLISHER shall not license the initial publication of the Book to another publisher or entity without the prior written approval of AUTHOR/DESIGNER.

3. Licensing of Subsidiary Rights: PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form, and in such forms as defined in Section 2, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses) shall be fifty percent (50%) to AUTHOR/DESIGNER and fifty percent (50%) to PUBLISHER. PUBLISHER shall provide to AUTHOR/DESIGNER at least three (3) copies of the Book as it appears in all licensed editions and translations.

With respect to revenue derived from licensing of other printed publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR/DESIGNER fifty percent (50%) of all net licensing revenue actually received on a bi-annual basis. These rights are limited to foreign publications, graphic interpretations including but not limited to graphic novelization or comic books, book clubs, magazine serialization, large print editions, library editions, deluxe editions, and anthology publishing rights.

With respect to the sale of rights for film and audio productions, including but not limited to documentary or television productions, podcasts, and documentary-style radio shorts, the parties will share net licensing revenue as follows: sixty percent (60%) to AUTHOR/DESIGNER and forty percent (40%) to PUBLISHER. If AUTHOR/DESIGNER self-produces a full documentary production, PUBLISHER will not share revenues, unless licensing revenue for that full documentary from a production entity exceeds her original self-production costs. It is agreed that she will maintain cost documentation for her documentary self-production.

With respect to licensing of other rights in the Book to third parties for excerpts (whether printed or electronic), abridgment, condensation, digest adaptation, textbook, computer, and/or data storage transmission and retrieval, whether by any medium or method now known or developed in the future, parties will share the net revenue received by PUBLISHER as follows: sixty percent (60%) to AUTHOR/DESIGNER and forty percent (40%) to PUBLISHER.

Notwithstanding the foregoing, all licenses for the electronic reproduction of all or a portion of the Book shall be subject to the prior written approval of AUTHOR/DESIGNER.

KK
12/18/22



4. Deliverables and Schedule:

4A. On or before **January 16, 2023**, AUTHOR/DESIGNER shall submit to the PUBLISHER the full original manuscript and images (with captions and credit/clearance information) described in Section 1. A final hard copy of the text, including captions, will accompany the submission of the electronic file of that text, including captions. All images should be submitted in digital-file form, with each individual image file labeled per the instruction of PUBLISHER and accompanied by documentation of the right to publish each image. AUTHOR/DESIGNER will provide documentation signed by the rights holder, indicating that all rights have been cleared for reproduction of the image in all editions of the book, whether printed or electronic. AUTHOR/DESIGNER is responsible for any fees related to rights clearance for use of photographs as well as any essays by contributors deemed necessary by PUBLISHER and AUTHOR/DESIGNER for inclusion in the book. These data files of text and images shall include any related material required in the opinion of PUBLISHER for publication of the Book.

The parties agree that acceptance of all text and images for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR/DESIGNER shall cooperate with requests for changes and revisions, agrees to use her best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work by PUBLISHER. AUTHOR/DESIGNER agrees to complete the information required by PUBLISHER to identify each image in the book, including its source and clearance for publication, and AUTHOR/DESIGNER will attest to the accuracy of the photo credits they supply.

Subject to AUTHOR/DESIGNER's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the original manuscript within THIRTY (30) days of receipt of the image and text files that may be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR/DESIGNER will be free to exploit the original manuscript elsewhere, with no remaining obligation to PUBLISHER.

4B. On or before **April 1, 2023**, AUTHOR/DESIGNER, performing the work of book designer (see Paragraph 8 of this document) and reporting to PUBLISHER for approval of design (which will not be unreasonably withheld), will deliver a fully designed, printer-ready digital file of the Book, including its cover and endpapers, to PUBLISHER, and that digital file will include the manuscript, edited and proofread by PUBLISHER and images agreed upon by both AUTHOR/DESIGNER and PUBLISHER, as well front matter and back matter text.

4C. Within twenty (20) days of the full execution of this AGREEMENT, the parties agree to develop a schedule that will be appended to this AGREEMENT as Exhibit A. Exhibit A will define a production timeline and deliverables schedule for the Book.

5. Failure by Author: If AUTHOR/DESIGNER fails to complete and deliver to PUBLISHER the original manuscript and design files as provided in Section 4A and 4B as a result of AUTHOR/DESIGNER's breach of this Agreement, all rights in and to the submitted manuscript (text and images) and design shall belong to PUBLISHER, **until such time as** AUTHOR/DESIGNER repays to PUBLISHER any out-of-pocket expenses—including but not limited to the costs of editing text and payments to AUTHOR/DESIGNER or another designer for graphic design of pre-publication promotional material directly related to the pre-publication promotion of the Book—incurred by PUBLISHER. If PUBLISHER is unable to complete the Book for publication for any reason attributable to AUTHOR/DESIGNER, the rights in the edited work shall be released to AUTHOR/DESIGNER, upon AUTHOR/DESIGNER's reimbursement to PUBLISHER of all advances against royalties paid to AUTHOR/DESIGNER, as well as any out-of-pocket expenses—including but not limited to the costs of editing and payments to AUTHOR/DESIGNER or another designer for graphic design of pre-publication promotional material directly related to the pre-publication promotion of the Book—and any fees charged to PUBLISHER by book industry vendors for cancellation of a scheduled title, which are incurred by PUBLISHER.

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6. Failure by Publisher: If PUBLISHER fails to publish the Book within seven (7) months of acceptance of the edited manuscript for any reason, other than breach of this Agreement by AUTHOR/DESIGNER, this Agreement shall be terminated and all rights in and to the then edited work shall belong to AUTHOR/DESIGNER. In the event of such termination, AUTHOR/DESIGNER may retain all sums paid by PUBLISHER, and shall be entitled to payment of any sums then owed by PUBLISHER to AUTHOR/DESIGNER.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, pandemics, strikes, work stoppage, loss of materials by other parties, supply-chain slowdowns, lack of cooperation by AUTHOR/DESIGNER, or the prolonged illness or death of officers of PUBLISHER. The length of any such delay will be added to the specified **seven (7) month** deadline, and PUBLISHER will have the right to establish a new publication date.

If AUTHOR/DESIGNER chooses to terminate this Agreement because PUBLISHER has failed to publish the Book per the extended deadline, except for delays caused by breach of this Agreement by AUTHOR/DESIGNER, PUBLISHER will, upon written request by AUTHOR/DESIGNER, return all materials originally submitted per Section 4 to AUTHOR/DESIGNER.

Should the Book be designated "out of print" in the United States of America and PUBLISHER failed to bring out a new edition within twelve (12) months of the PUBLISHER's receipt of written request from AUTHOR/DESIGNER to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR/DESIGNER without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed as one off PUBLISHER's titles issued to the trade by PUBLISHER or its distributor(s).

7. Original Work: AUTHOR/DESIGNER warrants that the manuscript and design files are original in all respects, other than quoted material and images that may have been published before but whose ownership rights are cleared for publication in the Book; that it does not disclose any information that AUTHOR/DESIGNER is bound to keep confidential; and that, to the best of AUTHOR/DESIGNER's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation.

AUTHOR/DESIGNER indemnifies PUBLISHER against any copyright-infringement claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR/DESIGNER will be covered by the terms of this policy; any further coverage desired by AUTHOR/DESIGNER is the responsibility of AUTHOR/DESIGNER. The parties further agree that, in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR/DESIGNER, or PUBLISHER and AUTHOR/DESIGNER jointly, shall share equally in the expense of any applicable deductible under PUBLISHER's insurance coverage and any claims not covered by the insurance policy.

8. Design, Layout, and Production: The PUBLISHER will determine the format and approve the design and layout of the Book to best present the content to the book market and within the limitations of the manufacturing equipment and within acceptable production costs for the PUBLISHER. AUTHOR/DESIGNER grants PUBLISHER final approval over the book's design.

8A. For her design work, PUBLISHER shall pay AUTHOR/DESIGNER a one-time design fee of THREE THOUSAND DOLLARS to design the Book and create printer-ready digital files for the Book, per this schedule:

- ONE THOUSAND DOLLARS ten days after AUTHOR/DESIGNER delivers print-ready PDFs

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- TWO THOUSAND DOLLARS ten days after AUTHOR/DESIGNER approves the PUBLISHER's designated printer's proofs

9. Copyright Registration and Notice: The copyright in the Book shall be registered with the Register of Copyrights of the United States Copyright Office within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the name of AUTHOR/DESIGNER.

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR/DESIGNER shall each have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

10. Revenue and Author Royalty: PUBLISHER agrees to pay to AUTHOR/DESIGNER an Author Royalty of ten percent (10%) of net revenues for all printed copies of the Book that are sold and twenty-five percent (25%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps."

All Author Royalties will be paid semiannually on the basis of cash received from net revenues of the Book adjusted for returns. Earnings will be calculated for periods ending June 30 and December 31 of each calendar year, and paid within thirty (30) days of each date of calculation. PUBLISHER shall render a statement of sales to AUTHOR/DESIGNER regardless of whether a sum is then due AUTHOR/DESIGNER. Such semi-annual statements shall provide information regarding the sales of the Book (including the number of copies printed, shipped, sold and returned) or subsidiary rights income from PUBLISHER's licensing of rights, and the amount of the reserve held by PUBLISHER, if any.

10a. "Net revenues," as used in this AGREEMENT, refers to funds received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions paid to or withheld by distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. (In the specific case of book club sales, costs deducted include printing costs actually incurred by PUBLISHER.) PUBLISHER will notify AUTHOR/DESIGNER before such deductions are made.

AUTHOR/DESIGNER may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR/DESIGNER's expense unless errors of accounting are discovered in AUTHOR/DESIGNER's favor which amount to, at the time of such error, five percent (5%) or more of the total amount paid to AUTHOR/DESIGNER until that time, under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

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11. Author Copies and Purchases: PUBLISHER will provide TWENTY COPIES of the Book at no charge to AUTHOR/DESIGNER for personal use and to fulfill promises of complimentary books to rights grantors. AUTHOR/DESIGNER will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book, plus applicable state sales tax, and shipping costs. AUTHOR/DESIGNER agrees that these copies may not be made available for sale in competition with any sales channel of PUBLISHER and its distributor. Author Royalties, as defined in Section 10 of this AGREEMENT, will not be paid to AUTHOR/DESIGNER for copies of the Book purchased by AUTHOR/DESIGNER.

12. Follow-on Work: AUTHOR/DESIGNER agrees to offer first right of refusal to PUBLISHER for the next nonfiction book proposal by AUTHOR/DESIGNER that is relevant to the history of Los Angeles or California as a general topic.

13. Indemnification: Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

14. Assignment: This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of AUTHOR/DESIGNER and the successors or assigns of PUBLISHER. PUBLISHER may assign the Agreement, but only in its entirety. AUTHOR/DESIGNER may assign any net sums due or to become due hereunder, but may not assign any rights or obligations of this Agreement. Except in the case of death of AUTHOR/DESIGNER, PUBLISHER must be notified by letter of any such assignment of net sums by AUTHOR/DESIGNER. In the case of the death of any of the parties known herein as AUTHOR/DESIGNER, the heirs, executors, or administrators of her estate must notify PUBLISHER.

15. Resolution of Dispute: Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by binding arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: Dec. 15, 2022

By: Raddy Calisto
(PUBLISHER)

DATED: Dec 8, 2022

By: [REDACTED]
(AUTHOR/DESIGNER)

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PUBLISHING AGREEMENT

This Agreement is entered into as of February 23, 2009 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and BILL BOYARSKY of [REDACTED] and PETER JONES PRODUCTIONS of 11520 [REDACTED] (jointly, "AUTHOR").

1. AUTHOR hereby grants to PUBLISHER an exclusive license under the copyright of the literary work described in paragraph 2 below (the "Book") including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the Book throughout the world in the English language and other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book is entitled INVENTING LA: THE CHANDLERS AND THEIR TIMES. On the outside cover, it shall read "Inventing LA: The Chandlers and Their Times by Bill Boyarsky, Based on a Documentary Film by Peter Jones." On the interior title page, it shall read as same, with "Mark Catalena" and "Brian Tessier" also being acknowledged as "Photo Editors." The published Book will be of comparable quality to other Angel City Press publications.

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all copies of the Book that are sold.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns, beginning March 30, 2010. PUBLISHER shall provide to AUTHOR a statement of Net Revenues from sale of all the editions and other exploitation and disposition of rights to the Books, and other credits and debits relating to the Books.

The AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Books during normal business hours under such conditions as PUBLISHER shall reasonable prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in PUBLISHER's favor which amount to, at the time of such error, FIVE percent (5%) or more of the total sum paid to AUTHOR under this Agreement, in

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which case PUBLISHER shall contribute to the cost of the examination up to the lesser of the amount of the error determined as a result of the examination, or \$1,000.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. PUBLISHER shall have the exclusive right to license the Book to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. PUBLISHER shall not have the right of syndication and first and second magazine serialization without previous consent of AUTHOR, and such consent shall not be unreasonably withheld by Author. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

PUBLISHER shall provide AUTHOR with copies of any licenses granted. PUBLISHER shall provide to AUTHOR at least three (4) copies of the Book as it appears in all editions and translations outside of the United States.

6. All payments by PUBLISHER to AUTHOR detailed in paragraphs 3 and 4 above, shall be SIXTY percent (60%) to Bill Boyarsky, and FORTY percent (40%) to Peter Jones Productions. The advance payment detailed in paragraph 5 shall be paid in full to Bill Boyarsky as an advance against his share of the royalties.

7. On JUNE 15, 2009, AUTHOR, shall deliver to PUBLISHER all text and images (in digital format suitable for four-color reproduction) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript for the Book in Word or WordPerfect format. The main text of the book shall not exceed FIFTY THOUSAND (50,000) words. The disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book, specifically included will be picture captions for all images, not to exceed TWENTY THOUSAND (20,000) words. PUBLISHER warrants that PUBLISHER and PUBLISHER's selected graphic designer will work with AUTHOR in a timely fashion to collectively determine which photographs will be selected so that they are ready for delivery with the text on June 15, 2009.

The parties agree that acceptance of the manuscript and photographs for publication shall rest in the sole discretion of PUBLISHER who shall not be unreasonable in its acceptance. AUTHOR shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book in writing within FIVE (5) days of delivery of the completed manuscript. If rejected, the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and furthermore, AUTHOR may retain the monies paid to AUTHOR, and PUBLISHER shall not be obligated to make any further payments hereunder.

AUTHOR shall have at least two opportunities for review, change and approval of BOOKS. PUBLISHER shall send the edited manuscripts to AUTHOR for approval prior to it being made ready for page layout, and PUBLISHER shall send page layouts or other production materials to AUTHOR. In each case, AUTHOR may make requests for changes to such materials, provided such changes are delivered to PUBLISHER within THREE (3) days from receipt of edited manuscript or page layouts, but the final decision to implement these changes shall rest with PUBLISHER. Any material changes to the Books made by PUBLISHER shall require approval from AUTHOR. All non-material changes, such as those changes based on copyediting and proofreading shall not require AUTHOR approval.

8. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by PUBLISHER at PUBLISHER's expense in the name of AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

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9. AUTHOR warrants that the Book, other than quoted material, is original in all respects, except for material that is taken from the *Inventing LA* documentary by Peter Jones; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. AUTHOR indemnifies PUBLISHER against any such claims brought about by the publication of this book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, all rights in and to the idea and contents shall belong to AUTHOR. AUTHOR will reimburse to PUBLISHER advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Work as a result of AUTHOR's breach of this Agreement.

12. If PUBLISHER fails to publish the Book within TWELVE (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death or prolonged illness of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve month period specified in this paragraph. If PUBLISHER does not publish the Work, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Work within twelve months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be out of print in the United States of America and PUBLISHER fails to bring out a new edition within EIGHTEEN (18) months of PUBLISHER's receipt of written request from the AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in the catalog issued to the trade by PUBLISHER. The PUBLISHER must notify AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

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13. PUBLISHER will provide to AUTHOR FIFTY (50) copies of the Book, (TWENTY-FIVE to Bill Boyarsky, and TWENTY-FIVE to Peter Jones Productions) at no charge for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies, not to be sold, at FIFTY percent (50%) discount from the cover price of the Book. No royalties will be paid for copies purchased by AUTHOR.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of AUTHOR and the successors or assigns of PUBLISHER.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: 02-26-09

By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: 27 March 3 2009

By: [Redacted]
Bill Boyarsky

SOCIAL SECURITY NUMBER [Redacted]

DATED: March 4, 2009

By: [Redacted]
Peter Jones for Peter Jones Productions

FEDERAL ID NUMBER [Redacted]



AGREEMENT

This Agreement is entered into as of May 9, 1996, by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880, Santa Monica CA 90403 ("PUBLISHER"), and MONTEREY JAZZ FESTIVAL, [REDACTED] ("AUTHOR").

1. The AUTHOR hereby grants and assigns to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described below anywhere in the world, including the right in derivative works as specified in Section 4 herein, and the right to permit others to print, publish, distribute and/or sell BOOK and/or the specified derivative works.

2. BOOK is described as follows:

Title (working title only): MONTEREY JAZZ FESTIVAL: 40 Years of Jazz

Topic: A photographic and text history of America's longest-running jazz festival

Approximate length: 25,000 words and 160 photographs

3. For all copies of BOOK sold in the U.S. the PUBLISHER agrees to pay AUTHOR a royalty as follows:

ten percent (10%) of gross revenues for the first ten thousand (10,000) copies;
twelve and one-half percent (12.5%) of gross revenues for the next five thousand (5,000) copies;
fifteen percent (15.%) of gross revenues for copies in excess of fifteen thousand (15,000).

Royalties paid on all copies of the leatherbound edition of BOOK shall be based on the price of the regular edition of BOOK and shall follow the royalty payment schedule listed above.

For all copies of BOOK sold by the PUBLISHER outside the U.S., the PUBLISHER agrees to pay to AUTHOR a royalty based on ten percent (10%) of the gross revenues.

All royalties will be paid monthly on the basis of cash received from gross revenue of BOOK. PUBLISHER will pay this royalty to AUTHOR not more than 30 days after the last day of the month in which payment for book is received. Publisher will include a monthly revenue report with the payment.

3a. "Gross revenue" as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of BOOK, adjusted for returns.

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4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages in volume form and the division of the royalty or lump sum (less agent(s)'s commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be fifty percent (50%) to the AUTHOR and fifty percent (50%) to the PUBLISHER. If the PUBLISHER sells sheets or bound books for other publishers' editions at a price inclusive of royalty, the AUTHOR shall receive fifty percent (50%) of the PUBLISHER's gross profits less manufacturing costs. PUBLISHER will provide to AUTHOR copies of the fully executed agreements with foreign publishers.

With respect to any revenue derived from licensing of rights in BOOK to third parties, PUBLISHER agrees to pay the AUTHOR fifty percent (50%) of all gross licensing revenue (less agent's commissions and reasonable costs actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties) actually received on a monthly basis. These rights shall include: trade and mass-market paperback, Book Clubs, first and second magazine serialization*, large print editions, library editions, deluxe editions, selections*, abridgment*, condensation*, digest adaptation*, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any other method, syndication and anthology publishing rights..

During a period of three years from the date of this Agreement, should the PUBLISHER initiate the license of television or video cassette rights to the content of this Work -- that is, the use of twenty-five percent (25%) or more of the text of the original manuscript, twenty-five percent (25%) or more of the photos used in Work, the complete cover design, any graphic design element created for BOOK to distinguish it, or its title -- to third parties, gross revenues paid for licensing less agent(s)'s commissions and reasonable costs actually incurred by PUBLISHER pursuant to the licensing of such rights to third parties, shall be paid fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER. During the same time period, should license to television and video cassette rights to the content of Work, as defined in this paragraph, be initiated by AUTHOR, gross revenues paid for licensing less agent(s)'s commissions and reasonable costs actually incurred by AUTHOR pursuant to the licensing of such rights to third parties, shall be paid ninety percent (90%) to AUTHOR and ten percent (10%) to PUBLISHER. After three years from the date of this agreement, all rights to television and videocassette licensing revert to AUTHOR. *subject to AUTHOR's consent

6. The AUTHOR, at its expense, shall deliver to PUBLISHER a complete final, edited electronic computer disk of text, plus a hard-copy version of the manuscript, including captions, in form and content satisfactory to PUBLISHER, as well as all artwork essential to the design of Book, no later than **APRIL 1, 1997**. PUBLISHER shall provide AUTHOR with written editorial guidelines in preparing BOOK for publication. PUBLISHER shall not make substantive changes to manuscript without express approval of AUTHOR. Revisions to BOOK shall be arrived at through consultation between PUBLISHER and AUTHOR, and AUTHOR shall complete revisions within a prescribed time period determined by PUBLISHER. PUBLISHER agrees to consult with AUTHOR on design and layout. Any disagreement as to editorial changes, design, and/or layout shall be settled by discussion representing PUBLISHER. between Tim Jackson representing AUTHOR and Paddy Calistro

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7. The parties agree that the copyright in BOOK shall be registered by PUBLISHER in the name of AUTHOR.

8. The AUTHOR warrants that Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy or publicity rights of others, or violate any law or regulation. AUTHOR will provide a release signed by the copyright holder for all photographs included in BOOK and for future editions of Book published in the United States and the rest of the world.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of BOOK. In addition, PUBLISHER shall seek in good faith to obtain coverage of AUTHOR as named insured under the same policy of insurance, the cost of the additional coverage being at the expense of AUTHOR. The parties further agree that in the event of any claim that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy.

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

10. PUBLISHER shall have the right, in its discretion, to take any action necessary to prevent infringement of the copyright in BOOK and all renewals thereof.

11. If AUTHOR fails to complete Book, as described in paragraph 6, for any reason, other than breach of this Agreement by PUBLISHER, all rights in and to the idea and contents shall belong to the AUTHOR. However, AUTHOR will not seek publication of Book or a similar literary work for a period of four years from the date of this contract.

12. If the PUBLISHER fails to publish an edition of not less than 5000 copies of Book within four months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to Book shall belong to AUTHOR. In lieu of other remedies, AUTHOR shall be entitled to retain any advance royalties already paid at the time of termination.

Should BOOK be out of print for a period in excess of two years, all rights thereto shall revert to AUTHOR. AUTHOR shall have the right to buy all material (including plates and inventory, if any) at that time in the hands of PUBLISHER at cost.

13. PUBLISHER will provide twenty (20) copies of the regular edition of Book and one copy of the leather-bound edition at no charge to AUTHOR.

14. AUTHOR will have the right to buy additional copies of Book at fifty percent (50%) discount from the cover price of Book. The additional copies purchased by AUTHOR under this paragraph may be used only for promotional purposes, for sale at the Monterey Jazz Festival, and by for sale by mail to individuals on the Monterey Jazz Festival mailing list. The parties agree that these additional copies of Book shall not be sold by AUTHOR to third parties for resale. Accordingly, it is understood that any multiple-copy sale by AUTHOR for resale would be in breach of this Agreement.

AUTHOR shall place with PUBLISHER, an initial order for additional copies of the non-leatherbound Book no later than a date to be determined by PUBLISHER on the basis of the scheduled print date of Book. At that time, it is agreed that AUTHOR will make a non-refundable payment to cover forty percent (40%) of the cost of the order and that the remaining sixty percent

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(60%) plus shipping costs will become due thirty (30) days after complete receipt of the order by AUTHOR.

Leather bound editions of Book may be ordered by the AUTHOR for approximately \$60 per copy. The order must be placed simultaneously with the initial order for regular copies of BOOK. At that time it is agreed that AUTHOR will make a non-refundable payment to cover fifty percent (50%) of the cost of the order and that the remaining fifty percent (50%) plus shipping costs will be due upon delivery of the leatherbound editions of BOOK.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by final and binding arbitration conducted at a location determined by an arbitrator in San Jose, California, administered by and in accordance with the then existing Rules of Practice and Procedure of Judicial Arbitration & Mediation, Inc. (J.A.M.S.), and judgment upon any award rendered by the arbitrator (s) may be entered by any state or federal court having jurisdiction thereof.

DATED: 5-20-96

PUBLISHER

By: Paddy Calistro
Paddy Calistro

DATED: 5-14-96

AUTHOR

By: [Redacted]
Tim Jackson for the Monterey Jazz Festival

PC 5-20-96



June 10, 2002

AMENDMENT

The following paragraph amends the Agreement dated May 9, 1996
between Angel City Press and Monterey Jazz Festival
for the book entitled Monterey Jazz Festival
published in 1997

This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. Publisher may assign this Agreement, but only in its entirety. Author may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this Agreement. Except in the case of death of Author, Publisher must be notified by letter of any such assignment of net sums by Author. An original copy of that signed letter must be sent to Publisher.

I agree to the ~~Amendment~~



signature

6-18-02
date

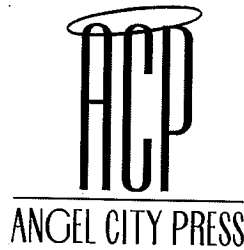
Tim Jackson
print name

on behalf of: Monterey Jazz Festival
name of entity (if applicable)

Agreed, for Angel City Press

Paddy Calistro
Paddy Calistro, publisher

6.10.02
date



PUBLISHING AGREEMENT

This Agreement is entered into as of February 9, 2016 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and THE JUDSON STUDIOS, INC. of [REDACTED] ("AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER an exclusive license under the copyright of the literary work described in paragraph 2 below (the "Book") including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the Book throughout the world in the English language and other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right permit others to print, publish, distribute and/or sell the Book and/or derivative works. PUBLISHER represents, warrants, and agrees that it shall use its best efforts to maximize the revenue generated by the Book.

2. The Book has the working title *History of Judson Studios*. The Book will be of comparable or better quality to other Angel City Press publications.

2a. This Agreement specifically grants PUBLISHER the right to produce an electronic edition of the Book and a softcover edition of the Book if the first edition is hardcover. All editions are subject to the terms of this Agreement.

3. AUTHOR and PUBLISHER shall split the full invoiced price for paper, printing and binding of the Book, FIFTY percent (50%) of the invoiced price shall be paid by each party on a schedule to be determined by PUBLISHER.

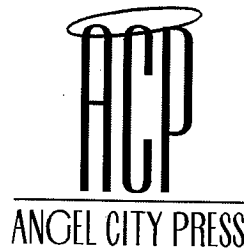
3a. AUTHOR and PUBLISHER shall share equally all major creative and business decisions in regard to the Book's production, including but not limited to the title, overall design, pricing, size, paper stock and changes to the budget. In the case of a disagreement, PUBLISHER will make the final decision in all cases, except as noted in this Agreement.

3b. If the parties agree to hire an independent public relations firm to promote the book beyond what is traditionally done by PUBLISHER's in-house public relations efforts, the fees for the independent firm will be paid by AUTHOR. In case of a disagreement, AUTHOR shall have the final decision in the selection of the independent public relations firm.

3c. PUBLISHER shall issue a report to AUTHOR twice a year, on January 31 and July 30, to account for sales and expenses related to the Book. After deduction of AUTHOR's royalty of fifteen percent (15%) of net revenues (as defined in Paragraph 3g of this Agreement) and PUBLISHER's distribution fee of thirty-five percent (35%) of net revenues, residual revenue shall be split between AUTHOR and PUBLISHER, FIFTY percent (50%) to each party. PUBLISHER represents, warrants, and agrees that it shall render accurate, timely, and detailed statements of the Book's revenue on the dates specified above. The terms of this paragraph shall not apply to the revenues generated pursuant to paragraph 4 below.

3d. Should PUBLISHER terminate its business operations, all unsold copies of the Book in the possession of PUBLISHER, or that come into the possession of PUBLISHER within three (3) months after PUBLISHER ceases doing business or terminates its business operations shall become the property of AUTHOR. In such circumstance, it shall be the responsibility of AUTHOR to take possession of said copies at AUTHOR's expense. The sale of PUBLISHER shall not be considered the ceasing of business or the termination of business operations unless the new owner of PUBLISHER ceases doing business or terminates the business operations of PUBLISHER.

3e. The AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Books during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay



the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in PUBLISHER's favor which amount to, at the time of such error, FIVE percent (5%) or more of the total sum paid to AUTHOR under this Agreement, in which case PUBLISHER shall pay for the cost of the audit and/or examination.

3f. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Book, after deducting fees and commissions from distributors and/or sales representatives as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. Subject to AUTHOR's approval in each instance, which shall not be unreasonably withheld by AUTHOR, the PUBLISHER shall have the exclusive right to license the Books to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book club edition) actually incurred and paid by PUBLISHER pursuant to the licensing of such publication rights to third parties. PUBLISHER represents, warrants, and agrees that it shall render accurate, timely, and detailed statements of the Book's revenue on the dates specified above.

With respect to licensing of rights in the Book to third parties specifically for motion picture, radio, television, video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: EIGHTY percent (80%) to AUTHOR and TWENTY percent (20%) to PUBLISHER.

The PUBLISHER shall provide AUTHOR with copies of any licenses granted. The PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

5. The PUBLISHER shall pay AUTHOR no advance against royalties.

6. On March 1, 2017, the AUTHOR, at his expense, shall deliver to the PUBLISHER all text and images (in digital format suitable for four-color (cmyk) reproduction with accompanying print) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript for the Book. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscripts and photographs for publication shall rest in the sole discretion of the PUBLISHER who shall not be unreasonable in its acceptance. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith obligation to cooperate with the PUBLISHER with respect to written requests for revisions, the PUBLISHER will in good faith accept or reject the Book in writing within forty-five (45) days



ANGEL CITY PRESS

of delivery of the completed manuscript. If rejected, the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER, and furthermore, the AUTHOR may retain the monies paid to the AUTHOR, and the PUBLISHER shall not be obligated to make any further payments hereunder.

AUTHOR shall have at least two opportunities for review, change and approval of BOOKS. PUBLISHER shall send the edited manuscripts to AUTHOR for approval prior to it being made ready for page layout, and PUBLISHER shall send page layouts or other production materials to AUTHOR. In each case, AUTHOR may make requests for changes to such materials, provided such changes are delivered to PUBLISHER within five (5) business days from receipt of edited manuscript or page layouts, but the final decision to implement these changes shall rest with PUBLISHER. Any material changes to the Books made by PUBLISHER shall require approval from the AUTHOR. All non-material changes, such as those changes based on copyediting and proofreading shall not require AUHTOR approval.

7. The parties agree that the copyright in the Book shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's expense in the name of THE JUDSON STUDIOS, INC.. PUBLISHER agrees to print the proper copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER and the AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR indemnifies the PUBLISHER against any such claims brought about by the publication of this book.

9. PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the breaching party.

11. If AUTHOR fails to complete the Book, as described in paragraph 6, for any reason, all rights in and to the idea and contents shall belong to the AUTHOR with no additional remedies.

12. If the PUBLISHER fails to publish the Book within TWELVE (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, and loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve-month period specified in this paragraph. If the PUBLISHER does not publish the Book, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement because the PUBLISHER has failed to publish the Book within twelve months of acceptance of the completed manuscript, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print in the United States of America and the parties fail to reach an agreement to release a new edition within eighteen months of the PUBLISHER's receipt of written request from the AUTHOR to do



so, then this Agreement shall terminate and all rights under this Agreement shall revert to the AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by the PUBLISHER and listed in the list of PUBLISHER's titles issued to the trade by PUBLISHER. I

13. The PUBLISHER will provide to AUTHOR twenty (20) copies of the Book at no charge for the AUTHOR's personal use. In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at fifty percent (50%) discount from the cover price of the Book.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author; and, the successors, assigns, and licensees of Publisher.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by the AUTHOR. Specifically, the AUTHOR reserves the right to distribute, sell, exhibit and otherwise exploit any of the photos and text in the Books in all electronic forms including the Internet, in all art gallery and museum forms, and in any abbreviated magazine forms. For the sole purpose of confirming that there is no conflict with other rights commitments, AUTHOR agrees to advise PUBLISHER of any such executions of rights prior to making a commitment.

16. AUTHOR and PUBLISHER expressly represent, warrant, understand, agree and intend that AUTHOR's share of the proceeds from the exploitation of the Book, including any portion of gross receipts or net profits due to AUTHOR shall belong to AUTHOR and shall be held in trust by the PUBLISHER as AUTHOR's property until payment of same has been made to AUTHOR. The trust nature of such funds shall not be questioned, whether the moneys are physically segregated or not. AUTHOR and PUBLISHER expressly represent, warrant, understand, agree and intend that PUBLISHER shall have no interest in the AUTHOR's share of the proceeds, gross-receipts and/or net profits.

17. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be submitted, at the request of any party to this Agreement, to mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: 3/16/16

By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: 3/16/16

The Judson Studios, Inc.

By: [Redacted Signature]
David Judson
Its: President



This AGREEMENT is entered into as of July 1, 2020 by ANGEL CITY PRESS, INC., of 2118 Wilshire Blvd., Suite 880, Santa Monica, California 90403 ("PUBLISHER") and WILLIAM F. DEVERELL, of [REDACTED] ("AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in Paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in Paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

2. The Book is described as follows: A compilation of AUTHOR's essays with accompanying photographs related to Los Angeles. The working title shall be *Kathy Fiscus*. The title may change by mutual agreement of PUBLISHER and AUTHOR

3. PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues received from the sale of printed copies of the Book and thirty-five percent (35%) of net revenues for any electronic (excluding audio) versions of the Book (including electronic applications known as "apps"). There shall be no advance against royalties, by mutual agreement.

All royalties will be paid biannually on the basis of cash received from net revenue of the Book adjusted for returns. Earnings will be calculated as of about June 30 and December 31 of each calendar year, and paid within thirty (30) days of each date of calculation. The first royalty calculation will be made six months after the publication of the Book.

3a. "Net revenues," as used in this AGREEMENT, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in Paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions,



library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to the licensing of rights in the Book to third parties specifically for audio or video selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), by any electronic medium or method now known or developed in the future, any sale shall be subject to AUTHOR's consent. In these specific cases of the aforementioned rights sales, parties will split the net revenue received by PUBLISHER as follows: seventy percent (70%) to AUTHOR and thirty percent (30%) to PUBLISHER. With regard to the specific sale of rights for motion picture or television productions: AUTHOR and PUBLISHER shall share all net revenue for the sales of motion picture or television productions (specifically including documentaries) with sixty percent (60%) to AUTHOR and forty percent to PUBLISHER.

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

5. On September 1, 2020, AUTHOR, at his expense, shall deliver to PUBLISHER all images (in digital file form, with each individual image file labeled per the instruction of PUBLISHER) and a completed final hard copy of the manuscript with a coordinating electronic file of the manuscript. These data files of text and images shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agree to use his best efforts to put the manuscript in a form acceptable for publication, and agree that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

The manuscript submitted shall be approximately 25,000 to 35,000 words. The number of images submitted shall be AUTHOR's decision. AUTHOR and PUBLISHER will jointly decide if more or fewer images are necessary for the success of the Book.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book within 5 (five) days of receipt of the image and manuscript files that will be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the Book elsewhere, with no remaining obligation to PUBLISHER.

6. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the name of AUTHOR.

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

7. AUTHOR agrees to offer first right of refusal to PUBLISHER for his next non-fiction work that is relevant to the history of Los Angeles or Hollywood. Should two or more publishers claim first right of refusal for a particular non-fiction work, AUTHOR shall have the right to select which publisher shall have the first right of refusal.



8. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under PUBLISHER's insurance policy and any claims not covered by the insurance policy.

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this AGREEMENT on the part of the first party.

10. If AUTHOR fails to complete the Book, as described in Paragraph 5 of this AGREEMENT, except by written notice of deadline extension by PUBLISHER, all rights in and to the completed manuscript shall belong to AUTHOR.

11. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this AGREEMENT by AUTHOR, this AGREEMENT shall be terminated and all rights to the text shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this Paragraph shall not be counted as part of the twelve (12) month period specified in this Paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this AGREEMENT. If AUTHOR chooses to terminate this AGREEMENT because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "Out of Print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this AGREEMENT shall terminate and all rights under this AGREEMENT shall revert to AUTHOR without further notice, subject to licenses previously granted. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale through normal retail channels in an English language edition issued by PUBLISHER and listed among PUBLISHER's titles issued to the trade by PUBLISHER and its distributor. PUBLISHER must notify the AUTHOR in writing upon PUBLISHER's failure to keep the Book in print.

12. PUBLISHER will provide twenty (20) copies of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary books for rights grantors. In addition, AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book. No AUTHOR royalties, as defined in Paragraph 3 of this AGREEMENT will be paid to AUTHOR for copies of the Book purchased by AUTHOR. Copies of the Book purchased by AUTHOR are not to be sold in any venues that compete with the traditional sales venues of PUBLISHER.



13. This AGREEMENT will be binding upon and inure to the benefit of the heirs, executors or administrators of AUTHOR and the successors or assigns of PUBLISHER.

14. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this AGREEMENT, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this AGREEMENT, by mediation conducted at a location determined by the mediator in Los Angeles County, California, administered by and in accordance with the then existing laws of the State of California.

DATED: _____ By: _____
Paddy Calistro for Angel City Press

DATED: July 1, 2020 By: _____
Willam F. Deverell, Author



This Agreement is entered into as of February 5, 2021 by Angel City Press, Inc. of 2118 Wilshire Blvd., Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and HARLAN LEBO % Felicia Eth Literary Representation, [REDACTED] (herein referred to as "AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell the SOFTCOVER revised edition of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

2. The Book is described as follows: a softcover revised edition of: CITIZEN KANE: A FILMMAKER'S JOURNEY

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all printed copies of the Book that are sold and TWENTY-FIVE percent (25%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps."

All royalties will be paid biannually on the basis of cash received from net revenue (see paragraph 3a below) of the Book adjusted for returns. Earnings will be calculated as of about June 30 and December 31 of each calendar year, and paid within thirty (30) days of each date of calculation. The first royalty calculation will be made six months after the publication of the Book.

3a. "Net revenues," as used in this AGREEMENT, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, any governmental taxes, shall be FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.



With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for radio, video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: Eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER. With regard to the specific sale of rights for motion picture or television productions, the parties will split the revenue sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.)

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions outside of the United States.

5.a. If the royalties are to be paid to a third party, please indicate the exact payee and his/her/their address:

Payment to: Felicia Eth Literary Representation

At the following address:

The AUTHOR hereby designates Felicia Eth Literary Representation [SS# deleted herein] as his sole agent to collect and receive all sums of money payable under the terms of this Agreement and the receipt by such agent of such monies, held by such agent in trust for the AUTHOR, shall be a good and valid discharge in respect thereof. The said Agent is fully empowered and authorized to act on behalf of AUTHOR in any way arising out of this Agreement, and any communication from said agent shall be binding upon the AUTHOR. Payment shall be made payable to and the name of such Agent. [last two sentences of this clause submitted by Agent have been omitted]

Author initials: _____ (HARLAN LEBO) _____ (FELICIA ETH and his/her/their initials)

6. On JUNE 1, 2021, AUTHOR, at his expense, shall deliver to PUBLISHER all images (in digital file form, with each individual image file labeled per the instruction of PUBLISHER) and a completed final hard copy of the manuscript



with a coordinating electronic file of the manuscript. These data files of text and images shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agree to use his best efforts to put the manuscript in a form acceptable for publication, and agree that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work. AUTHOR agrees to complete a spreadsheet provided by PUBLISHER with information (including source) of each image.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book within 30 (thirty) days of receipt of the image and manuscript files that will be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the Book elsewhere, with no remaining obligation to PUBLISHER. AUTHOR will be consulted regarding cover design; PUBLISHER reserves right to decide final cover design of Book.

7. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the name of AUTHOR.

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. AUTHOR agrees to offer first right of refusal to PUBLISHER for either of his next nonfiction work that is relevant to the history of Los Angeles/Hollywood. PUBLISHER agrees to accept or reject the proposed book within 30 (thirty) days of receipt of proposal.

9. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under PUBLISHER's insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.



11. If AUTHOR fails to complete the Book, as described in paragraph 6, for any reason, all rights in and to the completed manuscript and images shall belong to AUTHOR. AUTHOR will reimburse PUBLISHER for the full advance against royalties if AUTHOR fails to complete the Book as a result of AUTHOR's breach of this Agreement.

12. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, pandemics, acts of war, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve (12) month period specified in this paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER fails to bring out a new printed softcover edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language printed softcover edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER.

13. PUBLISHER will provide twenty (20) copies of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary books for rights grantors. In addition, AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book. No AUTHOR royalties, as defined in Paragraph 3 of this AGREEMENT will be paid to AUTHOR for copies of the Book purchased by AUTHOR. Copies of the Book purchased by AUTHOR are not to be sold in any venues that compete with the traditional sales venues of PUBLISHER.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of Author and the successors or assigns of PUBLISHER. Notwithstanding this, PUBLISHER may not sell or transfer said rights to any third party except if the bulk of the company's assets are transferred or assumed by said successors or assigns.



15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: _____

By: _____
Paddy Calistro for Angel City Press (PUBLISHER)

DATED: _____

By: _____
HARLAN LEBO (AUTHOR)



PUBLISHING AGREEMENT

This Publishing Agreement is entered into as of January 26, 2022 by Angel City Press, Inc., of 2118 Wilshire Blvd., Suite 880, Santa Monica, California 90403 ("PUBLISHER"), and Ben Caldwell, of [REDACTED] and Robeson Taj Frazier, of [REDACTED] (herein jointly referred to as "AUTHOR").

1. **The Book:** "The Book" is described as a non-fiction literary work with the working title: *KAOS Theory: The Afrokosmic Ark of Ben Caldwell*. The final title of the Book will be determined by mutual agreement of the parties. The Book will be based on AUTHOR's submitted manuscript, which will include a maximum of fifty-five thousand (55,000) words and approximately two hundred (200) rights-cleared images.

2. **Grant of Rights:** AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including hardcover, softcover, and any form of electronic editions of the Book described in Section 1 throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in Section 3 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

3. **Licensing of Subsidiary Rights:** PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form, and in such forms as defined in Section 2, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses) shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER. PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all licensed editions and translations.

With respect to revenue derived from licensing of other printed publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a bi-annual basis. These rights are limited to foreign publications, graphic interpretations including but not limited to graphic novelization or comic books, book clubs, magazine serialization, large print editions, library editions, deluxe editions, and anthology publishing rights.

With respect to the sale of rights for audio, the parties will share net licensing revenue as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER. With respect to the sale of rights for podcasts, motion picture, or television productions, all rights are reserved to the AUTHOR.

With respect to licensing of other rights in the Book to third parties for excerpts (whether printed or electronic), abridgment, condensation, digest adaptation, textbook, computer, and/or data storage transmission and retrieval,

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whether by any medium or method now known or developed in the future, parties will share the net revenue received by PUBLISHER as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

4. Deliverables and Schedule: On or before April 29, 2022, AUTHOR shall submit to the PUBLISHER the full original manuscript, which includes approximately fifty-five thousand (55,000) words of text and approximately two hundred (200) images. A final hard copy of the text, including captions, will accompany the submission of the electronic file of that text, including captions. All images should be submitted in digital file form, with each individual image file labeled per the instruction of PUBLISHER and accompanied by documentation of the right to publish each image. AUTHOR will provide documentation signed by the rights holder, indicating that all rights have been cleared for reproduction of the image in all editions of the book, whether printed or electronic. AUTHOR is responsible for any fees related to rights clearance for use of photographs and/or essays by contributors. These data files of text and images shall include any related material required in the opinion of PUBLISHER for publication of the Book.

The parties agree that acceptance of all text and images for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work by PUBLISHER. AUTHOR agrees to complete the information required by PUBLISHER to identify each image in the book, including its source and clearance for publication, and AUTHOR will attest to the accuracy of the photo credits they supply.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the original manuscript within thirty (30) days of receipt of the image and text files that may be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the original manuscript elsewhere, with no remaining obligation to PUBLISHER.

5. Failure by Author: If AUTHOR fails to complete and deliver to PUBLISHER the original manuscript as provided in Section 4 as a result of AUTHOR's breach of this Agreement, all rights in and to the submitted manuscript (text and images) shall belong to AUTHOR, subject only to reimbursement of the initial advance against royalties paid by PUBLISHER upon execution of this Agreement. If PUBLISHER is unable to complete the Book for publication for any reason attributable to AUTHOR, the rights in the edited work may be released, at PUBLISHER's discretion, upon AUTHOR's reimbursement to PUBLISHER of all advances against royalties paid to AUTHOR, as well as any out-of-pocket expenses, including but not limited to the costs of editing and graphic design of the work, incurred by PUBLISHER for the production of the Book.

6. Failure by Publisher: If PUBLISHER fails to publish the Book within twenty-four (24) months of acceptance of the edited manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the then-edited work shall belong to AUTHOR.

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PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, pandemics, strikes, work stoppage, loss of materials by other parties, supply-chain slowdowns, lack of cooperation by AUTHOR, or the prolonged illness or death of officers of PUBLISHER. The length of any such delay will be added to the specified twenty-four (24) month deadline, and PUBLISHER will have the right to establish a new publication date.

If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book per the extended deadline, except for breach of this Agreement by AUTHOR, PUBLISHER will, upon written request by AUTHOR, return all materials originally submitted per Section 4 to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER has failed to bring out a new edition within twelve (12) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed as one of PUBLISHER's titles issued to the trade by PUBLISHER or its distributor(s).

7. Original Work: AUTHOR warrants that the manuscript is original in all respects, other than quoted material and images that may have been published before but whose ownership rights are cleared for publication in the Book; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation.

AUTHOR indemnifies PUBLISHER against any copyright-infringement claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that, in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, shall share equally in the expense of any applicable deductible under PUBLISHER's insurance coverage and any claims not covered by the insurance policy.

8. Design, Layout, and Production: PUBLISHER will determine the format, design, and layout of the book to best present the content to the book market and within the limitations of the manufacturing equipment and within acceptable production costs for PUBLISHER. AUTHOR will review the stages of the layout and design and may make recommendations, and such recommendations will be seriously considered by PUBLISHER. However, PUBLISHER retains the right to make all final decisions regarding the format, design, and layout.

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If AUTHOR proposes a qualified book designer of their choosing, and PUBLISHER finds that recommendation acceptable, then PUBLISHER agrees to pay designated designer a maximum of three thousand dollars (\$3,000) to design the Book and create its electronic files, according to the specifications of PUBLISHER's designated printer/book manufacturer; AUTHOR and PUBLISHER will in good faith develop and sign an agreement with the designer defining financial arrangements for AUTHOR to pay all fees to designer that exceed PUBLISHER's maximum. AUTHOR and PUBLISHER will collaborate to review various stages of the layout and design. PUBLISHER will have the right to make all final decisions regarding the final layout and design of the Book.

9. Copyright Registration and Notice: The copyright in the Book shall be registered with the Register of Copyrights of the United States Copyright Office within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the names of AUTHOR.

PUBLISHER agrees to print a copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall each have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

10. Revenue and Author Royalty: PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues for the first ten thousand (10,000) printed copies of the Book that are sold (whether hardcover or softcover), then fifteen percent (15%) of net revenue for all printed copies sold beyond ten thousand (10,000), and thirty-five percent (35%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps." All royalties will be paid semiannually on the basis of cash received from net revenues of the Book adjusted for returns. Earnings will be calculated for periods ending June 30 and December 31 of each calendar year, and will be paid within thirty (30) days of each date of calculation.

10a. "Net revenues," as used in this AGREEMENT, refers to funds received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions paid to or withheld by distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. (In the specific case of book club sales, costs deducted include printing costs actually incurred by PUBLISHER.) PUBLISHER will notify AUTHOR before such deductions are made.

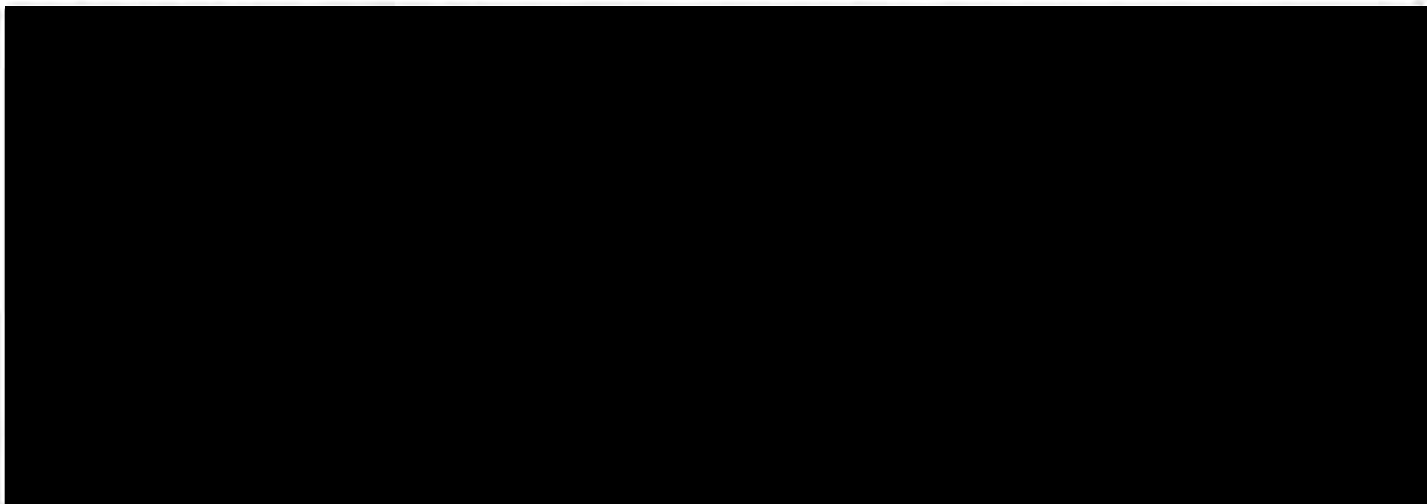
AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's

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favor which amount to, at the time of such error, five percent (5%) or more of the total amount paid to AUTHOR until that time, under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.



12. Author Copies and Purchases: PUBLISHER will provide forty (40) copies of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary books to rights grantors. AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book, plus applicable state sales tax, and shipping costs. AUTHOR agrees that these copies may not be made available for sale in competition with any sales channel of PUBLISHER. Author royalties, as defined in Section 10 of this AGREEMENT, will not be paid to AUTHOR for copies of the Book purchased by AUTHOR.

13. Follow-on Work: AUTHOR agrees to offer first right of refusal to PUBLISHER for the next nonfiction book proposal by either AUTHOR that is relevant to the history of Los Angeles.

13.a. AUTHOR shall submit to PUBLISHER a book proposal with a complete manuscript for AUTHOR's follow-up book directly relating to the history of Los Angeles (the "Subsequent Book") before offering rights to the Subsequent Book to any other publisher. PUBLISHER shall notify Author within ninety (90) days after receipt of such proposal or manuscript, or within sixty (60) days following the PUBLISHER's first publication of the Work, whichever is later, whether it desires to publish the Subsequent Book. If PUBLISHER, within such period, notifies AUTHOR that it wishes to publish the Subsequent Book, the parties shall negotiate in good faith with respect to the terms of such publication. If within thirty (30) days thereafter, AUTHOR and PUBLISHER are unable to agree on such terms, AUTHOR may offer rights to Subsequent Book to other publishers. If thereafter AUTHOR receives a bona fide offer for Subsequent Book from any third party, AUTHOR shall submit the terms of such offer to PUBLISHER in writing and PUBLISHER shall have five (5) business days thereafter to advise AUTHOR whether it will publish Subsequent Book on such terms. If

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PUBLISHER does so, AUTHOR shall enter into a contract with PUBLISHER incorporating such terms but otherwise in the form of this Agreement.

14. Indemnification: Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

15. Assignment: This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of AUTHOR and the successors or assigns of PUBLISHER. PUBLISHER may assign the Agreement, but only in its entirety. AUTHOR may assign any net sums due or to become due hereunder, but may not assign any rights or obligations of this Agreement. Except in the case of death of AUTHOR, PUBLISHER must be notified by letter of any such assignment of net sums by AUTHOR. In the case of the death of any of the parties known herein as AUTHOR, the heirs, executors, or administrators of his/her estate(s) must notify PUBLISHER.

16. Resolution of Dispute: Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by binding arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

17. Confidentiality: All information provided pursuant to this Agreement, including without limitation the terms of this Agreement (but not the existence of the Agreement) shall be regarded as confidential information ("Confidential Information"). The parties agree that they shall not disclose any Confidential Information without prior written consent from the other party; provided however, that each party may disclose Confidential Information to such party's fiduciary professionals, including its auditors, accountants, and attorneys, and each such disclosing party shall ensure that the Confidential Information remains confidential in accordance with this Section with such fiduciary professionals. Confidential Information shall not include information that: (i) was already known, other than under an agreement of secrecy or non-use, at the time of its disclosure; (ii) has passed into the public domain prior to or after its disclosure, other than through any act or omission attributable to principals, officers, employees, consultants or agents of the receiving party; or (iii) was subsequently disclosed, other than under an agreement of secrecy or non-use, by a third party that had not acquired the information under an obligation of confidentiality.

18. Notices: Any notice required or permitted under this Agreement shall be given in writing and shall be sent via overnight carrier and via regular U.S. mail to the addresses indicated in the introduction of this Agreement. The parties may agree to accept notice via email if that is more efficient.

19. Severability: Should any single provision of this Agreement be deemed to be contrary to law or otherwise deemed improper or unenforceable, this Agreement shall remain in force as if that provision(s) was excluded from the Agreement.

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20. Counterparts: This Agreement may be executed in multiple counterparts, but each executed copy shall be considered an original and one in the same.

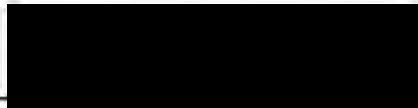
DATED: 2/1/2022

By: Paddy Calistro

Paddy Calistro, for Angel City Press

(PUBLISHER)

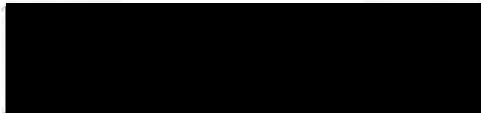
DATED: 1/29/2022

By: 

Ben Caldwell

(AUTHOR)

DATED: 1/28/2022

By: 

Robeson Taj Frazier

(AUTHOR)

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AGREEMENT

This Agreement is entered into as of May 21, 2007 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and Christopher Merritt of [REDACTED] ("AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER, an exclusive license in the copyright of the Work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book is described as follows: the history of Knott's Berry Farm; the approximate length is 25,000 words of text with no more than 300 images, provided as scans.

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all copies of the Work that are sold up to the quantity 10,000. For all copies sold beyond 10,000 a royalty rate of FIFTEEN percent (15%) of net revenues shall apply.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for motion picture, radio, television, video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer

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and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

The PUBLISHER shall provide AUTHOR with copies of any licenses granted. The PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

6. On December 1, 2007, the AUTHOR, at his expense, shall deliver to the PUBLISHER all text and images (in the form of scan or print) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith obligation to cooperate with the PUBLISHER with respect to written requests for revisions, the PUBLISHER will in good faith accept or reject the Book in writing within forty-five (45) days of delivery of the completed manuscript. If rejected, the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER, and furthermore, the AUTHOR may retain the monies paid to the AUTHOR, and the PUBLISHER shall not be obligated to make any further payments hereunder.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's EXPENSE in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER and the AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for any of his/her future text/photo projects.

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law

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or regulation. The AUTHOR indemnifies the PUBLISHER against any such claims brought about by the publication of this book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, all rights in and to the idea and contents shall belong to the AUTHOR. AUTHOR will reimburse to PUBLISHER advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Work as a result of AUTHOR's breach of this Agreement.

12. If the PUBLISHER fails to publish the Book within eighteen (18) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If the PUBLISHER does not publish the Work, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement because the PUBLISHER has failed to publish the Work within eighteen months of acceptance of the completed manuscript, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print in the United States of America and the PUBLISHER fails to bring out a new edition within eighteen months of the PUBLISHER's receipt of written request from the AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be 'in print' only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by the PUBLISHER and listed in the catalog issued to the trade by the PUBLISHER. The PUBLISHER must notify the AUTHOR in writing upon the PUBLISHER's failure to keep the book in print.

13. The PUBLISHER will provide to AUTHOR twenty (20) copies of the Book at no charge for the AUTHOR's personal use. In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at fifty percent (50%) discount from the cover price of the Book.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher.

■ 2118 WILSHIRE BOULEVARD ■ SUITE 880 ■ SANTA MONICA ■ CALIFORNIA 90403 ■
■ PHONE 310.395.9982 ■ FAX 310.395.3353 ■ WWW.ANGELCITYPRESS.COM

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by the AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the state of California.

DATED: 5-31-07

By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: 5-31-07

SOCIAL SECURITY NUMBER [REDACTED]

By: [REDACTED]

XXX, Author



August 25, 2014

Lorna Estes
Cedar Fair Entertainment Company

[REDACTED]
(via email and UPS)

Dear Lorna,

It's my pleasure to confirm that Angel City Press is able offer Cedar Fair, as you have discussed with Eric Lynxwiler, an expanded hardcover edition of *Knott's Preserved* by Christopher Merritt with research by Eric Lynxwiler. The updated and expanded edition will include a 6-8 page expansion of the book's final chapter adding more current information about Cedar Fair's improvements to the iconic Knott's Berry Farm, as well as several additional pages throughout the existing text. The book will also feature a newly designed cover (this time without a dustjacket, for a contemporary, eco-friendly look.)

The books will be individually shrinkwrapped. ACP will not print a retail price on the book, to provide your gift shop executives flexibility to determine the price they want to charge.

As you and Eric have discussed, the cost per copy to Cedar Fair will be \$17. Cedar Fair will commit to purchasing 1500 copies. At the time the book goes to the printer, ACP will receive a 50% deposit from Cedar Fair, with the remainder due upon delivery of the books.

If you have any questions, please call me. Otherwise, please sign and return this page at your earliest convenience. I look forward to working with you.

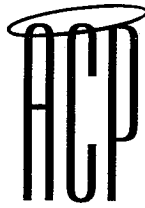
With best regards,

Paddy Calistro
President and Publisher

This Letter of Agreement is between Cedar Fair Entertainment Company and Angel City Press. With my signature, I accept the terms of this purchase and make the commitment for Cedar Fair to purchase 1500 copies of the revised and expanded *Knott's Preserved* at \$17/copy (total cost: \$25,500). Before the electronic files are sent to the printer for manufacture of the book, Angel City Press will issue an invoice to Cedar Fair for a 50% deposit (\$12,750), to be paid within ten days of the invoice date. The remainder will be due upon receipt of the printed books.

Agreed: [REDACTED]
Lorna Estes, for Cedar Fair, Inc.

Date: 12.1.14



ANGEL CITY PRESS

March 4, 2010

Ms. Jennifer Blazey
Knott's Berry Farm
Via FAX

Dear Jennifer,

With this letter comes a copy of the agreement letter we have signed by Marty Keithly and dated April 11, 2007. I just found it—I too had misplaced my copy. I was so relieved to find it (in a very logical place!), even though I was a bit embarrassed and distressed, since it says the purchase is for only 1000 books and we have all been going under the assumption of 1500. I think discussions with Chris over the years since this letter arrived had planted that larger number in my head. And because of the delays in finishing the book (Chris's extensive research and his assignment in Singapore to design a theme park), the \$15 price is outdated—a 60% discount from a \$40 cover price comes to \$16.

Of course, this is the agreement and we will certainly abide by it. However, I would ask if your team can possibly agree to the \$16 cost per book, due to the increased costs in paper over the three years and the expanded book (originally we had planned on a 144 page book and it is now 160 due to such wonderful material), it would be so greatly appreciated. If you want only 1000 books, I understand of course, but I'm hopeful 1500 is still what you need. We have placed the print order with the assumption that you wanted 1500, as we discussed. We still request a 50% payment as soon as possible. You will receive 350 books in time for the April event (we are air-freighting books at our cost to accommodate the event.) and the remainder of your shipment (indeed, they are coming to us by ship) within a few weeks after that, at which time the remaining 50% payment will be due.

We are so excited about *Knott's Preserved*. I can't wait to hear what you think about it! You'll be meeting Jeff Burbank who is doing publicity for the book and I'm sure you'll enjoy his dry sense of humor and his passion for Knott's!

Warmest regards,

Paddy Calistro
Publisher
Angel City Press



April 11, 2007

Paddy Calistro
President and Publisher
Angel City Press
2118 Wilshire Boulevard #880
Santa Monica, CA 90403

Dear Ms. Calistro:

This letter is to confirm our participation in Knott's Berry Farm historical book project. We are very excited to be able to offer this to our guests when it's completed.

Knott's Berry Farm and its management has agreed to commit to the one thousand (1,000) copies as stated in our correspondence dated August 24, 2006 at a price not to exceed \$15.00 per copy.

Again, we thank you and Christopher Merritt in taking on this project. We look forward to the final results!

Sincerely,


Marty Keithley
Vice President and General Manager
Knott's Berry Farm



This AGREEMENT is entered into as of January 17, 2017, by ANGEL CITY PRESS, INC., of 2118 Wilshire Blvd., Suite 880, Santa Monica, California 90403 ("PUBLISHER") and Stephen Gee of [REDACTED] ("AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in Paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in Paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

2. The Book is described as follows: A book featuring the history and photographs related to Los Angeles City Hall. The working title shall be *LOS ANGELES CITY HALL*. The title may change by mutual agreement of PUBLISHER and AUTHOR.

3. PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues received from the sale of printed copies of the Book and thirty-five percent (35%) of net revenues for any electronic (excluding audio) versions of the Book (including electronic applications known as "apps").

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns.

3a. "Net revenues," as used in this AGREEMENT, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, not to exceed FIFTEEN percent (15%) in the aggregate, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

[REDACTED]

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in Paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes,



and foreign exchange charges paid for licenses), shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for audio or video selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), by any electronic medium or method now known or developed in the future, any sale shall be subject to AUTHOR's consent. In these specific cases of the aforementioned rights sales, parties will split the net revenue received by PUBLISHER as follows: eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER. With regard to the specific sale of rights for motion picture or television productions: AUTHOR retains all rights for the sale of motion picture or television productions (specifically including documentaries).

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

5. On November 1, 2017, AUTHOR, at his expense, shall deliver to PUBLISHER all images (in digital file form, with each individual image file labeled per the instruction of PUBLISHER) and a completed final hard copy of the manuscript with a coordinating electronic file of the manuscript. These data files of text and images shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agree to use his best efforts to put the manuscript in a form acceptable for publication, and agree that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work. On February 15, 2018, AUTHOR will provide electronic files suitable for printing a fully designed book with all captions in place.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book within thirty (30) days of receipt of the image and manuscript files that will be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the Book elsewhere, with no remaining obligation to PUBLISHER.

6. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the name of AUTHOR.

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

7. AUTHOR agrees to offer first right of refusal to PUBLISHER for his next non-fiction work that is relevant to the history of Los Angeles or Hollywood.



8. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under PUBLISHER's insurance policy and any claims not covered by the insurance policy.

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this AGREEMENT on the part of the first party.

10. If AUTHOR fails to complete the Book, as described in Paragraph 5 of this AGREEMENT, except by written notice of deadline extension by PUBLISHER, all rights in and to the completed manuscript shall belong to AUTHOR.

11. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this AGREEMENT by AUTHOR, this AGREEMENT shall be terminated and all rights to the text shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this Paragraph shall not be counted as part of the twelve (12) month period specified in this Paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this AGREEMENT. If AUTHOR chooses to terminate this AGREEMENT because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "Out of Print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this AGREEMENT shall terminate and all rights under this AGREEMENT shall revert to AUTHOR without further notice, subject to licenses previously granted. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale through normal retail channels in an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER. PUBLISHER must notify the AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

12. PUBLISHER will provide twenty (20) copies of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary books for rights grantors. In addition, AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book. No AUTHOR royalties, as defined in Paragraph 3 of this AGREEMENT will be paid to AUTHOR for copies of the Book purchased by AUTHOR. Copies of the Book



purchased by AUTHOR are not to be sold in any venues that compete with the traditional sales venues of PUBLISHER.

13. This AGREEMENT will be binding upon and inure to the benefit of the heirs, executors or administrators of AUTHOR and the successors or assigns of PUBLISHER.

14. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this AGREEMENT, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this AGREEMENT, by mediation conducted at a location determined by the mediator in Los Angeles County, California, administered by and in accordance with the then existing laws of the State of California.

DATED: 2/03/2017 By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: 1/18/2017 By: [REDACTED]
Stephen Gee, Author

This AGREEMENT is entered into as of June 10, 2015 by ANGEL CITY PRESS, INC., of 2118 Wilshire Blvd., Suite 880, Santa Monica, California 90403 ("PUBLISHER"), Arnold Schwartzman of [REDACTED] and Stephen Gee of [REDACTED] (jointly "AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in Paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in Paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

2. The Book is described as follows: A book featuring the history and photographs of the art and architecture in the Los Angeles Central Library. The working title shall be *Los Angeles Central Library, subtitled A History of Its Art and Architecture*. The title may change by mutual agreement of PUBLISHER and AUTHOR. In all editions of the Book credit given to AUTHOR shall be listed as Arnold Schwartzman and Stephen Gee. The two names will appear on the cover of the Book in the same typeface and font size. Additionally, on the title page of the Book, language will specify that Arnold Schwartzman is the photographer and Stephen Gee is the writer. In all publicity material, AUTHOR credit will read Arnold Schwartzman and Stephen Gee, with appropriate specification within the text of the material that Schwartzman is the photographer and Stephen Gee is the writer.

3. PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues received from the sale of printed copies of the Book and thirty-five percent (35%) of net revenues for any electronic (excluding audio) versions of the Book (including electronic applications known as "apps").

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns. All royalty payments will be divided equally, fifty percent (50%) to Arnold Schwartzman and fifty percent (50%) to Stephen Gee.

3a. "Net revenues," as used in this AGREEMENT, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, not to exceed FIFTEEN percent (15%) in the aggregate, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in Paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes,

and foreign exchange charges paid for licenses), shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for audio or video selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), by any electronic medium or method now known or developed in the future, any sale shall be subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER. With regard to the specific sale of rights for motion picture or television productions (specifically including documentaries), the parties will split the revenue seventy percent (70%) to AUTHOR and thirty percent (30%) to PUBLISHER.

Should AUTHOR, or Arnold Schwartzman or Stephen Gee individually, seek to make an adaptation based on the Book that would ordinarily be licensed to others by PUBLISHER, Schwartzman and Gee must first provide to PUBLISHER an agreement signed by both of them stating that the license for the product can be granted by PUBLISHER. The percentages of revenue compensation listed in the preceding Paragraph will apply as appropriate.

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

5. On January 1, 2016, AUTHOR, at their expense, shall deliver to PUBLISHER all images (in digital file form, with each individual image file labeled per the instruction of PUBLISHER) and a completed final hard copy of the manuscript with a coordinating electronic file of the manuscript. These data files of text and images shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agree to use their best efforts to put the manuscript in a form acceptable for publication, and agree that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work. On February 15, 2016, AUTHOR will provide electronic files suitable for printing a fully designed book with all captions in place.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book within fourteen (14) days of receipt of the image and manuscript files that will be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the Book elsewhere, with no remaining obligation to PUBLISHER.

6. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, as follows:

Book compilation copyright © 2016 Angel City Press
Photographs copyright © 2016 Arnold Schwartzman
Text copyright © 2016 Stephen Gee

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have

the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

7. AUTHOR agrees to offer first right of refusal to PUBLISHER for their next non-fiction work that is relevant to the history of Los Angeles.

8. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER agrees purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under PUBLISHER's insurance policy and any claims not covered by the insurance policy.

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this AGREEMENT on the part of the first party.

10. If AUTHOR fails to complete the Book, as described in Paragraph 5 of this AGREEMENT, except by written notice of deadline extension by PUBLISHER, all rights in and to the completed manuscript shall belong to Stephen Gee and all rights in and to the completed photographs shall belong to Arnold Schwartzman.

11. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this AGREEMENT by AUTHOR, this AGREEMENT shall be terminated and all rights in and to the completed manuscript shall belong to Stephen Gee and all rights in and to the completed photographs shall belong to Arnold Schwartzman.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this Paragraph shall not be counted as part of the twelve (12) month period specified in this Paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this AGREEMENT. If AUTHOR chooses to terminate this AGREEMENT because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "Out of Print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this AGREEMENT shall terminate and all rights under this AGREEMENT shall revert to AUTHOR without further notice, subject to licenses previously granted. It is understood that the Book shall be considered to be "in print" only

when copies are available and offered for sale through normal retail channels in an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER. PUBLISHER must notify the AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

12. PUBLISHER will provide twenty (20) copies of the Book at no charge to both Arnold Schwartzman and Stephen Gee for personal use and to fulfill promises of complimentary books for rights grantors. In addition, AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book. No AUTHOR royalties, as defined in Paragraph 3 of this AGREEMENT will be paid to the individual (either Arnold Schwartzman or Stephen Gee) who is making the purchase; the other party (Schwartzman or Gee) will be paid his royalty, as defined in Paragraph 3 of this AGREEMENT. Copies purchased by AUTHOR are not to be sold in any venues that compete with the traditional sales venues of PUBLISHER.

PUBLISHER will offer to AUTHOR the right to a one-time purchase of one hundred (100) copies of the Book at seventy-five percent (75%) discount from the list price. The list price will not exceed thirty dollars (\$30), unless AUTHOR and PUBLISHER mutually agree upon a price increase. These one hundred (100) copies are to be used for the sole purpose of providing them to the City of Los Angeles to meet AUTHOR's prior commitment to the City; any other use of books purchased by AUTHOR at seventy-five percent (75%) discount from the list price will be considered a breach of this AGREEMENT, and no future royalties will be paid to AUTHOR. No royalties will be paid to AUTHOR for these one hundred copies sold to AUTHOR for seventy-five percent (75%) discount from the list price.

13. This AGREEMENT will be binding upon and inure to the benefit of the heirs, executors or administrators of AUTHOR and the successors or assigns of PUBLISHER.

14. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this AGREEMENT, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this AGREEMENT, by mediation conducted at a location determined by the mediator in Los Angeles County, California, administered by and in accordance with the then existing laws of the State of California.

DATED: June 18, 2015 By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: June 12, 2015 By: [Redacted]
Arnold Schwartzman, Author

DATED: June 16, 2015 By: [Redacted]
Stephen Gee, Author



This Agreement is entered into as of October 8, 2021 by Angel City Press, Inc. of 2118 Wilshire Blvd., Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and Karla Klarin of [REDACTED] (herein referred to as "AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in paragraph 2, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in paragraph 11 and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

2. The Book is described as follows: Working title: *L.A. Painter*, a book of essays and artwork that combine to create an art book and her career in Los Angeles.

3. On February 1, 2022, AUTHOR, at her expense, shall deliver to PUBLISHER all images (in digital file form, with each individual image file labeled per the instruction of PUBLISHER) and a completed final hard copy of the manuscript with a coordinating electronic file of the manuscript. These data files of text and images shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work. AUTHOR agrees to complete the information required in PUBLISHER's spreadsheet to identify images in the book, and will attest to the accuracy of the photo credits he lists in it. AUTHOR is responsible for any fees related to use of photographs and/or essays by contributors.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book within forty-five (45) days of receipt of the image and manuscript files that will be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the Book elsewhere, with no remaining obligation to PUBLISHER.

4. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims solely and proximately caused by AUTHOR's gross negligence.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense in an amount of coverage to accord with industry custom and practice. The coverage will become effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. AUTHOR shall bear no liability for claims against PUBLISHER and AUTHOR, severally and/or jointly, unless attributable to the sole gross negligence of AUTHOR. If claims are based on AUTHOR's sole gross negligence, AUTHOR assumes full liability.



5. AUTHOR will be available for a minimum of ten (10) media interviews about the BOOK upon and after its publication. These interviews may be in-person or virtual, at the interviewer's request. AUTHOR will secure the services of a publicist of her choice, who has experience working with media in the artworld, who will work with the PUBLISHER's publicity team to arrange interviews about the Book.

6. AUTHOR agrees to offer first right of refusal to PUBLISHER for her next nonfiction work that is relevant to the history of Los Angeles.

8. PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues for all printed copies of the Book that are sold and twenty-five percent (25%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps."

All royalties will be paid bi-annually on the basis of cash received from net revenue of the Book adjusted for returns. Earnings will be calculated as of about June 30 and December 31 of each calendar year, and paid within thirty (30) days of each date of calculation. The first royalty calculation will be made six months after the publication of the Book.

8a. "Net revenues," as used in this AGREEMENT, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. (In the specific case of book club sales, costs deducted include printing costs actually incurred by PUBLISHER.) PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

9. PUBLISHER will provide ten (10) copies of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary books made by AUTHOR. AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book. Author royalties, as defined in Paragraph 8 of this AGREEMENT, will not be paid to AUTHOR for copies of the Book purchased by AUTHOR. AUTHOR agrees that copies purchased by AUTHOR will not be made available for sale in competition with any sales channel of PUBLISHER.



10. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the name of AUTHOR.

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

11. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of other printed publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a bi-annual basis. These rights are limited to foreign publications, book clubs, magazine serialization, large print editions, library editions, deluxe editions, syndication, and anthology publishing rights.

With respect to the sale of rights for audio, motion picture, or television productions, the parties will share net licensing revenue as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

With respect to licensing of other rights in the Book to third parties for radio, selections, abridgment, condensation, digest adaptation, textbook, computer, and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text, or any electronic medium or method now known or developed in the future, parties will share the net revenue received by PUBLISHER as follows: eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER.

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

12. If AUTHOR fails to complete the Book as described in paragraphs 2 and 3, for any reason, all rights in and to AUTHOR's originally submitted manuscript and images shall belong to AUTHOR. AUTHOR will reimburse PUBLISHER for advances against royalties paid to AUTHOR by PUBLISHER.

13. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the original Work submitted to PUBLISHER shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God including, but not limited to, pandemics, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve (12) month period specified in this paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.



14. After the Book is published, when it is designated "out of print" and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

16. This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of Author and the successors or assigns of Publisher.

17. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

18. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: 10/6/21

By: Paddy Calistro
Paddy Calistro for Angel City Press (PUBLISHER)

DATED: 10/6/21

By: [REDACTED]
Karla Klarin (AUTHOR)



AGREEMENT

This Agreement is entered into as of December 12, 2000 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and **The Collaborative Team of Patt Morrison & Mark Lamonica of The Charlotte Gusay Agency,** [REDACTED] (jointly "AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER during the full term of copyright and all extensions thereof an exclusive license in the copyright of the Work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language ~~and all other languages~~, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works. PA
ML

2. The Book is described as follows: **Los Angeles River -- A Biography: Its Life, Its People.**

Topic: **the history of the Los Angeles River in words and pictures..**

Approximate length: between **75 and 100** images (color and black and white), plus accompanying introductions and captions

3. For the first 10,000 copies of the Book sold by the PUBLISHER, the PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues; and for all copies of the Book sold in excess of 10,000 copies, the PUBLISHER agrees to pay to AUTHOR a royalty of FIFTEEN percent (15%) of the net revenues.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns. PUBLISHER will pay this royalty to AUTHOR not more than 30 days after receipt of funds for books sold.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language ~~and in all foreign languages in volume form~~ and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be SEVENTY-FIVE percent (75%) to the AUTHOR and TWENTY FIVE percent (25%) to the PUBLISHER. PA
ML

■ 2118 WILSHIRE BOULEVARD • SUITE 880 • SANTA MONICA • CALIFORNIA 90403 ■

■ PHONE 310.395.9982 ■ FAX 310.395.3353 ■ E-MAIL INFO@ANGELCITYPRESS.COM ■

With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR SEVENTY FIVE percent (75%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, motion picture*, radio, television*, video cassette*, large print editions, library editions, deluxe editions, selections*, abridgment*, condensation*, digest adaptation*, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the case of Book Club, sales "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.
*(subject to AUTHOR's consent)

6. On **February 28, 2001**, the AUTHOR, at their expense, shall deliver to the PUBLISHER all images (either color prints, transparencies or scans at no less than 600 dpi, scanned to the approval of both AUTHOR AND PUBLISHER) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the Book. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER. The AUTHOR shall cooperate with requests for changes and revisions, and agrees to use their best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith prior obligation to cooperate with the PUBLISHER with respect to requests for revisions, the PUBLISHER will accept or reject the Book within 45 days of receipt of the completed manuscript. If rejected, the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER'S EXPENSE in the name of the **Patt Morrison and Mark Lamonica**. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER shall have the right, in its discretion, to take any action necessary to prevent infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for the AUTHOR's next literary work and any revised editions of the Work specified in section 2 of this Agreement..

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR indemnifies the PUBLISHER against any such claims brought about by the publication of this book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the

PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, other than breach of this Agreement by PUBLISHER, all rights in and to the idea and contents shall belong to the AUTHOR. AUTHOR will reimburse to PUBLISHER any advances against royalties paid to AUTHOR by PUBLISHER.

12. If the PUBLISHER fails to publish the Book within eighteen months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies..

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death or extended illness of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If the PUBLISHER does not publish the Work, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print for a period in excess of one year, all rights thereto shall revert to AUTHOR. AUTHOR shall have right to negotiate in good faith to purchase the existing film used for printing the book.

14. The PUBLISHER will provide forty(40) copies of the Book at no charge for the AUTHOR's personal use. In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at 50% discount from the cover price of the Book.

14. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by final and binding arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing Rules of Practice and Procedure of Judicial Arbitration & Mediation, Inc. (J.A.M.S.), and judgment upon any award rendered by the arbitrators(s) may be entered by any state or federal court having jurisdiction thereof.

DATED:

Jan 15, 2001

PUBLISHER

By: Paddy Calistro
Paddy Calistro

DATED:

30 December 00

AUTHOR

S.S. Number

[REDACTED]

By:

[REDACTED]

S.S. Number

[REDACTED]

By:

Patt Morrison
Mark Lamonica

March 31, 2021

From:

Paddy Calistro, Publisher
Angel City Press
2118 Wilshire Blvd. Suite 880
Santa Monica CA 90403

To:

Patt Morrison
c/o Charlotte Gusay
The Charlotte Gusay Literary Agency


Letter of Agreement

Dear Patt,

It's with a great deal of pleasure that we agree to add your new Afterword text to an updated edition of *Rio L.A.* When signed below by you, this following will represent our agreement for the Afterword:

On June 21, 2021 Patt Morrison will deliver to Angel City Press (ACP) a digital file of her new Afterword to *Rio L.A.*, a book which ACP will release in 2022 as a revised edition of the book released in 2001 by ACP. She will also deliver digital scans of any images she would like considered for inclusion as art with the Afterword text. The parties agree that acceptance for publication shall rest in the sole discretion of ACP, not to be unreasonably withheld. Ms Morrison shall cooperate with requests for changes and revisions, agrees to use her best efforts to put the Afterword in a form acceptable for publication, and agrees that compliance with ACP's requests shall not be deemed to constitute a promise of acceptance of the revised work. Ms. Morrison will provide captions and photo credits for any images selected for use in the book. Ms. Morrison is responsible for any fees related to the publication of any images she submits to accompany the Afterword.

Subject to Ms. Morrison's good faith obligation to cooperate with ACP with respect to written requests for revisions, ACP will in good faith accept or reject the Afterword to *Rio L.A.* within 5 (five) days of receipt of the text files that will be used in the final design of the updated edition. If rejected by ACP, Ms. Morrison will be free to exploit the Afterword elsewhere.

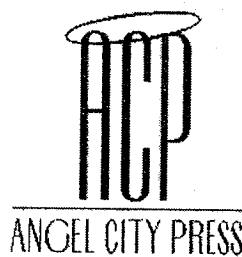
Within ten (10) days of ACP's acceptance of the Afterword, ACP will pay to The Charlotte Gusay Literary Agency, as agent for Ms. Morrison, a one-time honorarium of \$250.

Sincerely,

Paddy Calistro

Agreed to by:

_____ dated _____
Patt Morrison



PUBLISHING AGREEMENT

This Agreement is entered into as of April 24, 2014 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd., Suite 880, Santa Monica, CA 90403 ("PUBLISHER"), and LIBRARY FOUNDATION OF LOS ANGELES of [REDACTED] ("FOUNDATION").

1. FOUNDATION hereby grants to PUBLISHER an exclusive license under the copyright of the literary work described in Paragraph 2 below (the "Book") including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the Book throughout the world in the English language and other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in Paragraph 4 below and the right permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book has the working title (final title to be approved by both parties): LA MENU BOOK. Pursuant to separate agreement with FOUNDATION, Joshua Kun shall be the editor of the Book and shall be entitled to author credit for the Book. Josh Kun will be listed as Author on the cover and title page of the book. Kun shall work in coordination with FOUNDATION to engage third party authors for contributions of text for the Book. Such third parties shall not be included as signatories to any contracts or other agreements between PUBLISHER and FOUNDATION, and PUBLISHER shall have no financial or other obligation to such third parties unless otherwise expressly agreed in writing to the contrary. FOUNDATION shall use reasonable efforts to ensure that such third parties have reasonable access to Los Angeles Public Library special collections of sheet music, photographs and other ephemera for which FOUNDATION holds license rights, and to make available images requested by the editor for inclusion in the Book at no charge.

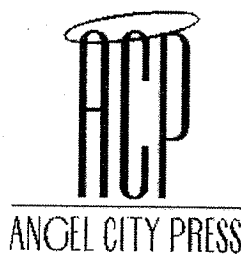
3. PUBLISHER agrees to pay to FOUNDATION a royalty of TEN percent (10%) of Net Revenues for all copies of the Book that are sold.

All royalties will be paid quarterly on the basis of cash received from Net Revenue of the Book adjusted for returns, beginning six months after the publication of the Book. PUBLISHER shall provide to FOUNDATION a statement of Net Revenues from sale of all the editions and other exploitation or disposition of rights to the Book, and other credits and debits relating to the Book.

FOUNDATION may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book and related Net Revenues during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at FOUNDATION's expense unless errors of accounting are discovered in PUBLISHER's favor which amount to, at the time of such error, FIVE percent (5%) or more of the total sum paid to FOUNDATION under this Agreement, in which case PUBLISHER shall reimburse FOUNDATION for the cost of such examination.

3a. "Net Revenue," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of, or other exploitation or disposition of rights to, the Book, after deducting fees and commissions from distributors and/or sales representatives as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. FOUNDATION will be notified by PUBLISHER before such deductions are made.

3b. FOUNDATION agrees to purchase at least 625 copies of the Book upon its publication. Such copies will be purchased at a 60% discount from the retail price. It is understood that the retail price is planned to be \$50, which



means the cost to FOUNDATION will not exceed \$20 per copy, for a total not to exceed \$12,500 for the 625 copies of the Book to be purchased. FOUNDATION shall pay PUBLISHER 50% of the total purchase price when the Book's electronic files, approved by both FOUNDATION and PUBLISHER, are sent to the printer, and the remaining 50% within ten (10) days after FOUNDATION's receipt of the printed Books so purchased by Foundation.

3.c It is understood that the finished Book will be customary, sized at 9"x12" with no more than 208 pages and no special enhancements. If FOUNDATION requests enhancements to these specifications or modifications to a regular edition that would constitute a "special edition" (such as slip case, special binding, vellum inserts or other enhancements), thus increasing the production cost of each copy beyond what is customary, PUBLISHER will notify FOUNDATION of additional charges for approval of resulting price increase.

4. PUBLISHER shall have the exclusive right to license the Book to other publishers outside of the United States for publication rights in the English language and in all foreign languages, in volume form and such forms as defined in Paragraph 1, and the division of all Net Revenues received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to FOUNDATION and FIFTY percent (50%) to PUBLISHER.

With respect to Net Revenue derived from licensing of rights in the Book to third parties, PUBLISHER agrees to pay FOUNDATION FIFTY percent (50%) of all such Net Licensing Revenue actually received on a quarterly basis. These rights shall include: Book Clubs, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. PUBLISHER shall not have the right of syndication and first and second magazine serialization without previous consent of FOUNDATION, and such consent shall not be unreasonably withheld by FOUNDATION. "Net Licensing Revenue" shall mean all sums received from licensees and others engaged in exploitation of rights to the Book, less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the Book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties for specific categories of rights sales, any license or sale is subject to FOUNDATION's consent, which shall not be unreasonably withheld, and upon such consent the parties will split the Net Revenue received by PUBLISHER as follows: (a) for selections, abridgment, condensation or digest adaptation, enclosures with recorded music, textbook, computer and/or data storage transmission and retrieval, by any electronic medium or method now known or developed in the future, seventy-five percent (75%) to FOUNDATION and twenty-five percent (25%) to PUBLISHER, and (b) for motion picture, television, radio, stage, dramatic and musical rights throughout the world, eighty-five percent (85%) to FOUNDATION and fifteen percent (15%) to PUBLISHER.

PUBLISHER shall provide FOUNDATION with copies of any licenses granted. PUBLISHER shall provide to FOUNDATION at least FOUR (4) copies of the Book as it appears in all editions and translations outside of the United States.

Notwithstanding the grant set forth in Paragraph 1, the following rights are hereby expressly reserved to FOUNDATION: (a) commercial and merchandising rights throughout the world, and (b) any rights which revert to FOUNDATION pursuant to Paragraph 9 or 10 of this Agreement. Also, PUBLISHER agrees that any of the rights provided for in the first three subparagraphs of this Paragraph 4 that are not exercised, licensed or under active negotiation within three (3) years after PUBLISHER's first publication of the Book shall be subject to reversion upon FOUNDATION's written request.

5. By September 30, 2014, or such later date as the parties may mutually agree, FOUNDATION shall deliver to PUBLISHER all text and images (in digital format suitable for four-color reproduction) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript for the Book in Word format. The text of the Book, including captions, shall not exceed 40,000 words. The disk shall include any related material required in the opinion of both FOUNDATION and PUBLISHER for publication of the Book, specifically including picture captions



for all images. FOUNDATION will submit images to PUBLISHER beginning in September 30, 2014, and all image submissions will be received by PUBLISHER no later than the date of submission of the Book manuscript.

The parties agree that acceptance of the manuscript and images for publication shall rest in the sole discretion of PUBLISHER who shall not be unreasonable in its acceptance. FOUNDATION shall cooperate with PUBLISHER's reasonable requests for changes and revisions, and agrees to use its best efforts to put the manuscript in a form reasonably acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised Book.

Subject to the FOUNDATION's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER shall in good faith accept or reject the Book in writing within TEN (10) days of delivery of the completed manuscript. If rejected, the FOUNDATION shall be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and furthermore, FOUNDATION may retain the monies paid to FOUNDATION, and PUBLISHER shall not be obligated to make any further payments hereunder.

FOUNDATION shall have TWO (2) opportunities for review, change and approval of BOOK. PUBLISHER shall send the edited manuscript to FOUNDATION for approval prior to it being made ready for page layout, and PUBLISHER shall send page layouts or other production materials to FOUNDATION. In each case, FOUNDATION may make requests for changes to such materials, provided such changes are delivered to PUBLISHER within TEN (10) days from receipt of edited manuscript or page layouts, but the final decision to implement these changes shall rest with PUBLISHER. All non-material changes, such as those changes based on copyediting and proofreading, shall not require FOUNDATION approval. PUBLISHER will have final approval of the design of the Book, but FOUNDATION will be consulted and its requests will be considered in good faith during the design process.

6. The parties agree that the copyright in the Book shall be registered with the Register of Copyrights by PUBLISHER at PUBLISHER's expense in the name of FOUNDATION. PUBLISHER agrees to print the proper copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and FOUNDATION shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof. Each party shall cooperate with the other party initiating any such action, at the initiating party's expense, in the pursuit of such action (including joinder in any litigation), and the initiating party shall be entitled to all recoveries obtained in connection with such action.

7. FOUNDATION warrants that the text, other than quoted material or as otherwise designated in the text, is original in all respects; that it does not disclose any information that FOUNDATION is bound to keep confidential; and that, to the best of FOUNDATION's knowledge, publication of the text and all images in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. FOUNDATION indemnifies PUBLISHER against any such claims brought about by the publication of the Book. FOUNDATION agrees to pay any rights or licensing fees required for publication of submitted images.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and FOUNDATION will be covered by the terms of this policy; any further coverage desired by FOUNDATION is the responsibility of FOUNDATION. The parties further agree that in the event of any claim that results in liability against PUBLISHER, FOUNDATION, or PUBLISHER and FOUNDATION jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy, except for copyright issues as covered in Paragraph 7 herein, for which FOUNDATION takes full responsibility.

8. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.



9. If FOUNDATION fails to complete the Book, as described in Paragraph 6, for any reason, all rights in and to the idea and contents shall revert to FOUNDATION. FOUNDATION agrees that it will not license the rights to the Book to another publisher for a period of TWELVE (12) months after the dissolution of this Agreement based on FOUNDATION's failure to complete the Book.

10. If PUBLISHER fails to publish the Book within SEVEN (7) months after acceptance of the completed manuscript for any reason, other than breach of this Agreement by FOUNDATION, this Agreement shall be terminated and all rights in and to the Book shall revert to FOUNDATION with no additional remedies.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control, including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death or prolonged illness of officers of the board of PUBLISHER. Any such delays as may occur as described in this Paragraph shall not be counted as part of the twelve-month period specified in this Paragraph; provided, that if any such event of force majeure prevents PUBLISHER from publishing the BOOK for a period of THREE (3) or more months after the SEVEN (7)-month period provided for above, FOUNDATION shall have the right, but not the obligation, to terminate this Agreement. In addition, if PUBLISHER does not publish the Book, FOUNDATION shall have the right, but not the obligation, to terminate this Agreement. If FOUNDATION chooses to terminate this Agreement because PUBLISHER has failed to publish the Book as provided in this Paragraph 7, PUBLISHER will, upon written request, return all materials supplied by FOUNDATION to FOUNDATION, and all rights in and to the Book shall revert to FOUNDATION with no additional remedies.

Should the Book be out of print in the United States of America and PUBLISHER fails to bring out a new edition within EIGHTEEN (18) months of PUBLISHER's receipt of written request from the FOUNDATION to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the FOUNDATION without further notice, subject to licenses previously granted. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in the catalog issued to the trade by PUBLISHER. The PUBLISHER must notify FOUNDATION in writing upon PUBLISHER's failure to keep the Book in print.

When PUBLISHER determines that demand for the Book is not sufficient to warrant its continued publication and sale, it may discontinue maintaining an inventory of the Book and may remainder all bound copies thereof; provided that prior to remaindering bound copies, PUBLISHER shall use reasonable efforts to notify FOUNDATION of the availability of such copies at such price and quantities as determined by PUBLISHER. FOUNDATION may purchase all or any portion of such copies upon written notice to PUBLISHER exercisable within TEN (10) days after receipt of PUBLISHER's notice.

11. In addition to the copies of the Book to be purchased by FOUNDATION pursuant to Paragraph 3.b, PUBLISHER will provide to FOUNDATION TWENTY (20) copies of the Book, at no charge, for FOUNDATION's distribution to the Book's editor and authors. In addition, FOUNDATION will have the right to buy additional copies, at no less than FIFTY percent (50%) discount from the cover price of the Book. No royalties will be paid for copies purchased by FOUNDATION pursuant to this Paragraph or Paragraph 3.b.

12. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of FOUNDATION and the successors or assigns of PUBLISHER.

13. Any controversy, dispute or claim of whatever nature arising out of, in connection with or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort or statute, shall be settled, at the request of either party to this Agreement, by mediation conducted at a location reasonably determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.



14. If the parties' controversy, dispute or claim is not resolved within 60 days after initiation of the mediation process described in Paragraph 13 above, such controversy, dispute or claim shall be settled by arbitration, before one arbitrator, administered by the American Arbitration Association under its then current Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be a location reasonably determined by the arbitrator in Los Angeles County, California. The arbitrator shall apply the substantive law of the State of California, or federal law as interpreted by the U.S. federal courts of the Ninth Circuit, applicable to the claims asserted. The arbitrator shall determine how the administrative fees and arbitrator's compensation will be allocated between the parties, and in his or her discretion may award the prevailing party all or part of its costs and fees. For purposes of this provision, "costs and fees" means all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, stenographer, court costs, witness fees and reasonable attorneys' fees. Notwithstanding the foregoing, the parties specifically reserve the right to seek equitable relief from an appropriate court.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date set forth above.

DATED:

Apr - 24, 2014

DATED:

MAY 6, 2014

By:

Paddy Calisto for Angel City Press

By:

Ken Brecher for Library Foundation of Los Angeles

PUBLISHING AGREEMENT

This Agreement is entered into as of September 20, 2012 by ANGEL CITY PRESS, INC., of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and JON BOORSTIN of [REDACTED]

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including any electronic editions, of the literary work ("WORK") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell WORK. All rights not granted herein are reserved to AUTHOR.

2. WORK is described as follows: Fiction based on the early days of film in Los Angeles, specifically involving the love story of Mabel Normand and Jack Smith.

3. PUBLISHER agrees to pay to AUTHOR a royalty of:

TEN percent (10%) of net revenues for the first TEN THOUSAND (10,000) printed copies of WORK that are sold;

TWELVE AND ONE-HALF percent (12.5%) of net revenues for the next FIVE THOUSAND (5,000) printed copies of WORK that are sold

FIFTEEN percent (15%) of net revenues for all printed copies after the first FIFTEEN THOUSAND (15,000) printed copies of WORK that are sold

and

THIRTY-FIVE PERCENT (35%) of net revenues for any electronic versions of WORK, including electronic applications known as "apps".

All royalties will be paid quarterly on the basis of cash received from net revenue of the printed or electronic Work adjusted for returns.

3a. "Net revenues," as used in this Agreement, refers to money received by PUBLISHER for the sale of printed copies or electronic versions of Work, after deducting actual third-party fees and commissions from distributors and/or sales representatives, not to exceed FIFTEEN percent (15%) in the aggregate, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of WORK. AUTHOR will be notified by PUBLISHER before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to sales of the book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in PUBLISHER's favor which amount to, at the time of such error, FIVE percent (5%) or more of the total sum paid to AUTHOR under this Agreement, in which case PUBLISHER shall contribute to the cost of the examination up to the lesser of the amount of

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the error determined as a result of the examination, or \$1,000.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of publication rights in WORK to third parties, PUBLISHER agrees to pay the AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in WORK to third parties specifically for radio, video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: EIGHTY percent (80%) to AUTHOR and TWENTY percent (20%) to PUBLISHER.

With regard to the specific sale of rights for motion picture or television productions, the parties will split the revenue NINETY-FIVE percent (95%) to AUTHOR and FIVE percent (05%) to PUBLISHER.

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

6. On October 12, 2013 AUTHOR, at his expense, shall deliver to PUBLISHER a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript, in the first person voice. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book.

7. The copyright in WORK shall be registered with the Register of Copyrights by PUBLISHER at PUBLISHER's EXPENSE in the name of AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of BOOK, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. AUTHOR agrees to offer first right of refusal to PUBLISHER for his next non-fiction work that is relevant to the history of Los Angeles.

9. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. AUTHOR indemnifies PUBLISHER against any such claims brought about by the publication of this book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete WORK, as described in paragraph 6, for any reason, all rights in and to the completed manuscript shall belong to AUTHOR. AUTHOR will be required to reimburse to PUBLISHER advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete WORK as a result of AUTHOR's breach of this Agreement.

12. If PUBLISHER fails to publish WORK within TWELVE (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to WORK shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve-month period specified in this paragraph. If PUBLISHER does not publish WORK, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish WORK within twelve months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen months of PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER. PUBLISHER must notify AUTHOR in writing upon PUBLISHER's failure to keep the book in print. Electronic versions do not constitute "in print."

13. PUBLISHER will provide to AUTHOR FORTY (40) copies of the Book at no charge for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies, at FIFTY percent (50%) discount from the cover price of the Book.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to PUBLISHER, are reserved to and by AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED:

Sept 27, 2012

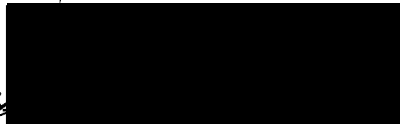
DATED:

September 29, 2012

By:

Paddy Calistro
Paddy Calistro for Angel City Press

By:


Jon Boorstin, Author



AGREEMENT

This Agreement is entered into as of October 1, 1998, by **ANGEL CITY PRESS, INC.** of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and **HAROLD ZINKIN** [REDACTED]

[REDACTED] ("AUTHOR"), and **BONITA HEARN**, [REDACTED] (collectively, ZINKIN and HEARN are herein referred to as "AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER during the full term of copyright and all extensions thereof an exclusive license in the copyright of the Work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and all other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book is described as follows:

Title (as currently planned): *Remembering Muscle Beach*

Topic: Photographs and memories of Muscle Beach, Santa Monica, from a man who "grew up" there.

Approximate length: 30,000/and no more than 175 pictures

Words HZ, BH

3. For the first 15,000 copies of the Book sold by the PUBLISHER in the U.S., the PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of the net revenues; and for all copies of the Book sold in the U.S. in excess of 15,000, the PUBLISHER agrees to pay to AUTHOR a royalty of FIFTEEN percent (15%) of the net revenues.

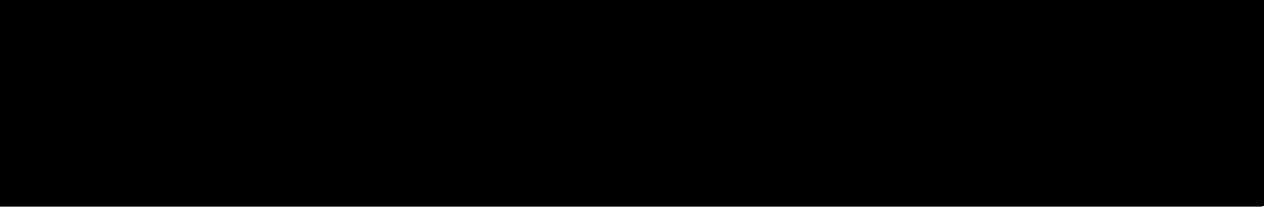
For all copies of the Book sold by the PUBLISHER outside the U.S., the PUBLISHER agrees to pay to AUTHOR a royalty based on TEN percent (10%) of the net revenues.

All royalties will be paid monthly on the basis of cash received from net revenue of the Book adjusted for returns. PUBLISHER will pay this royalty to AUTHOR not more than 30 days after receipt of funds for books sold.

3a. "Net revenues," as used in this Agreement, refers to money actually received by Publisher for the sale of copies of the Work, after deducting fees and commissions, product returns, shipping, customs, insurance, taxes, currency exchange discounts and costs of collection.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER. If the PUBLISHER sells sheets or bound books for other publishers' editions at a price inclusive of royalty, the AUTHOR shall receive FIFTY percent (50%) of the PUBLISHER's net profits (gross profits less manufacturing costs).

With respect to any revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a monthly basis. These rights shall include: trade and mass-market paperback, Book Clubs, first and second magazine serialization, motion picture*, radio, television*, video cassette*, large print editions, library editions, deluxe editions, selections*, abridgment*, condensation*, digest adaptation*, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the case of Book Club, sales "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties. *(subject to AUTHOR's consent)



HJ
BH 6. The AUTHOR, at HIS/HER/THEIR expense, shall deliver to the PUBLISHER the photographs ~~shall deliver to the PUBLISHER the photographs~~ and a complete final hard copy of the manuscript and an edited electronic computer disk that includes the manuscript, including captions, of the Book, in form and content satisfactory to the PUBLISHER, no later than January 15, 1998. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work. The parties further agree that revisions to the Book shall be arrived at through consultation and mutually-agreeable editorial changes, subject to the PUBLISHER's right to request alterations deemed in the best interest of the commercial success of the Book.

Subject to the AUTHOR's good faith prior obligation to cooperate with the PUBLISHER with respect to requests for revisions, the PUBLISHER will accept or reject the Book within 15 days of receipt of the completed manuscript. If rejected, the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER'S EXPENSE in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER shall have the right, in its discretion, to take any action necessary to prevent infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for the AUTHOR's next literary work.

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR indemnifies the PUBLISHER against any such claims brought about by the publication of this book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, other than breach of this Agreement by PUBLISHER, all rights in and to the idea and contents shall belong to the AUTHOR.

12. If the PUBLISHER fails to publish the Book within eighteen months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR. In lieu of other remedies, AUTHOR shall be entitled to retain any advance royalties already paid at the time of termination.

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If the PUBLISHER does not publish the Work, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print for a period in excess of one year, all rights thereto shall revert to AUTHOR. In such case, the AUTHOR shall grant PUBLISHER a royalty right in future printings and derivative works on the same terms enjoyed by AUTHOR under this Agreement. In addition, in such event, AUTHOR shall have the right to buy all material (including plates and inventory, if any) at that time in the hands of PUBLISHER, at cost.

14. The PUBLISHER will provide to **TWENTY (20)** copies of the Book at no charge for the AUTHOR's personal use. In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at 50% discount from the cover price of the Book.

14. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by final and binding arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing Rules of Practice and Procedure of Judicial Arbitration & Mediation, Inc. (J.A.M.S.), and judgment upon any award rendered by the arbitrators (s) may be entered by any state or federal court having jurisdiction thereof.

DATED: 10/29/98

PUBLISHER

By: Paddy Calistro
Paddy Calistro

DATED: 10/23/98

AUTHOR

By: [REDACTED]

DATED: 10/23/98

social security number [REDACTED]
By: [REDACTED]

Bonita Hearn, SSN: [REDACTED]

Bonita Hearn



June 10, 2002

AMENDMENT

The following paragraph amends the Agreement dated 04.1.1998
between Angel City Press and Harold Zinkin and Bonita Hearn
for the book entitled Remembering Muscle Beach
published in 1999

This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. Publisher may assign this Agreement, but only in its entirety. Author may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this Agreement. Except in the case of death of Author, Publisher must be notified by letter of any such assignment of net sums by Author. An original copy of that signed letter must be sent to Publisher.

I agree to the Amendment

signature

6/16/02
date

BONITA HEARN Hill
print name

on behalf of: _____
name of entity (if applicable)

Agreed, for Angel City Press

Paddy Calistro 6.10.02
Paddy Calistro, publisher date

DRAFT

AGREEMENT

This Agreement is entered into as of September 1, 2014 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), JOHN NAVA of [REDACTED] ("AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and of his languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

2. The Book is described as follows: a chronicle of the creation, development and completion of the tapestries for Our Lady of the Angels Cathedral, Los Angeles

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all printed copies of the Book that are sold and THIRTY-FIVE percent (35%) of net revenues for any electronic versions of the Book, including electronic applications known as "apps".

All royalties will be paid twice a year on the basis of cash received from net revenue of the Book adjusted for returns.

3a. "Net revenues," as used in this Agreement, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, not to exceed FIFTEEN percent (15%) in the aggregate, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. AUTHOR will be notified by PUBLISHER before any such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, FIVE percent (5%) or more of the amount paid to AUTHOR under this Agreement, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s

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commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be SIXTY percent (60%) to AUTHOR and FORTY percent (40%) to PUBLISHER.

With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for radio, video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: SEVENTY percent (70%) to AUTHOR and THIRTY percent (30%) to PUBLISHER. With regard to the specific sale of rights for motion picture or television productions, the parties will split the revenue SIXTY percent (60%) to AUTHOR and FORTY percent (40%) to PUBLISHER.

PUBLISHER shall provide to AUTHOR at least THREE (3) copies of the Book (if available) as it appears in all editions and translations outside of the United States.

5. On ~~NOVEMBER 15, 2014~~ ²⁰¹⁵ AUTHOR, at his expense, shall deliver to PUBLISHER all text and images (in the form of scan or print) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book in writing within THIRTY (30) days of delivery of the completed manuscript. If rejected, AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and PUBLISHER shall not be obligated to make any further payments hereunder.

6. The copyright in the Book shall be registered with the Register of Copyrights within NINETY (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense in the name of AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

7. AUTHOR agrees to offer first right of refusal to PUBLISHER for his next non-fiction work that is relevant to the history of John Nava's artwork.

8. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

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PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

10. If AUTHOR fails to complete the Book, as described in paragraph 6, for any reason, all rights in and to the completed manuscript shall belong to AUTHOR. AUTHOR will reimburse PUBLISHER for advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Book as a result of AUTHOR's breach of this Agreement.

11. If PUBLISHER fails to publish the Book within TWELVE (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the TWELVE (12) month period specified in this paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book within TWELVE (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR. In the case of the death of one of the officers of the board of PUBLISHER, AUTHOR has the immediate right to cancel this Agreement.

Should the Book be designated "out of print" in the United States of America and PUBLISHER fails to bring out a new edition within EIGHTEEN (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER. PUBLISHER must notify the AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

12. PUBLISHER will provide to AUTHOR TWENTY (20) copies of the Book at no charge for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies at FIFTY percent (50%) discount from the cover price of the Book; such books are for personal use and not to be sold. AUTHOR has the right to purchase copies at SIXTY percent (60%) discount for events at which AUTHOR is the featured speaker, and AUTHOR and PUBLISHER have agreed that AUTHOR shall sell copies without need for PUBLISHER representative.

13. This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of AUTHOR and the successors or assigns of PUBLISHER.

14. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract,

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tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: 9.14.14

DATED: 9.14.14

By: Paddy Calistro
Paddy Calistro for Angel City Press

By: 
John Nava, Author

AGREEMENT

This Agreement is entered into as of November 23, 2010 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and ERNEST MARQUEZ of [REDACTED] ("AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER during the full term of copyright and all extensions thereof an exclusive license in the copyright of the work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and all other languages, including the right to prepare, publish, distribute and/or sell specific derivative works thereof as listed in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or those specific derivative works. AUTHOR specifically grants the rights to PUBLISHER to produce and distribute electronic editions of the Book.

2. The Book is titled: NOIR AFLOAT

Topic: A history of the Santa Monica Bay gambling ships and Tony Cornero Stralla.

Approximate length: as revised by AUTHOR in consultation with PUBLISHER.

3. For all copies of the Book sold by the PUBLISHER, the PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns. Payments will be made at least annually on or before December 31 of each calendar year, or more frequently at the PUBLISHER's discretion.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Book, after deducting fees and commissions from distributors and/or sales representatives as well as product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and fees paid to collection agencies may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages in volume form and such forms as defined in paragraph 1, and the division of all money received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR, on a quarterly basis, FIFTY percent (50%) of all net licensing revenue actually received. These rights include: Book Clubs, first and second magazine serialization, motion picture, radio, television, electronic editions, large print editions, library editions, deluxe editions, selections, abridgment, condensation, digest adaptation, textbook, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less reasonable costs (in the case of Book Club sales "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

6. AUTHOR has, at his expense, delivered to PUBLISHER all photographs (prints, transparencies or scans, scanned to the approval of both AUTHOR and PUBLISHER), a completed final hard copy of the manuscript and a coordinating electronic disk of the text of Book.

- The final form of the manuscript, and its acceptance for publication, rests in the sole discretion of PUBLISHER, but their decisions for any changes have been made in good faith consultation with AUTHOR.

7. The parties agree that the copyright in the Book shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's expense in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The AUTHOR and the PUBLISHER shall have the right, in their discretion, to take any action necessary to prevent infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for the AUTHOR's next literary work and any revised editions of the Book specified in section 2 of this Agreement.

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement.

11. If the PUBLISHER fails to publish the Book within eighteen months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, terrorist related activity, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If the PUBLISHER does not publish the Book, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print for a period in excess of one year, all rights thereto shall revert to AUTHOR. In such case, the AUTHOR shall grant PUBLISHER a royalty right in future printings and derivative works on the same terms enjoyed by AUTHOR under this Agreement.

12. The PUBLISHER will provide to forty (40) copies of the first edition of the Book at no charge for the AUTHOR's personal use. In addition, the AUTHOR will have the right to buy additional copies, not to be

sold, at fifty 50% discount from the cover price of the Book. If the PUBLISHER produces paperback editions of the book, AUTHOR will also receive forty (40) copies of each paperback first edition.

13. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of AUTHOR and the successors or assigns of PUBLISHER. PUBLISHER may assign this Agreement, but only in its entirety. AUTHOR may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this Agreement. Except in the case of death of AUTHOR, PUBLISHER must be notified by letter of any such assignment of net sums by AUTHOR. An original copy of that signed letter must be sent to PUBLISHER.

14. Any notice required under any provisions of this Agreement shall be in writing and deemed to have been properly given by delivery in person or by mailing to the address set forth above, or to such other address as may have been furnished by either party to the other.

15. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

DATED: Dec 10, 2010

PUBLISHER

By: Paddy Calistro
Paddy Calistro

DATED: Dec. 10, 2010

AUTHOR

By: 
Ernest Marquez



This Agreement is entered into as of March 6, 2007 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and Lori Berthelsen and the Estate of Jane Burman Powell of [REDACTED] ("AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER, an exclusive license in the copyright of the Work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.
2. The Book is described as follows: *Now Playing*, a history of hand-painted movie posters
3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all copies of the Work that are sold.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for motion picture, radio, television, video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer

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and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

The PUBLISHER shall provide AUTHOR with copies of any licenses granted. The PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

5. The PUBLISHER shall pay AUTHOR \$2000 (two thousand dollars) per the schedule that follows:
 \$ 1500 (one thousand five hundred dollars) ten days after receipt by PUBLISHER of two copies of this Agreement signed by AUTHOR
 \$ 500 (five hundred dollars) ten days after publication of the book.

6. (omitted)

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's EXPENSE in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER and the AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for any of their future text/image projects.

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR indemnifies the PUBLISHER against any such claims brought about by the publication of this book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, all rights in and to the idea and contents shall belong to the AUTHOR. AUTHOR will reimburse to PUBLISHER advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Work as a result of AUTHOR's breach of this Agreement.

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12. If the PUBLISHER fails to publish the Book within eighteen (18) months of the receipt of fully executed contracts for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If the PUBLISHER does not publish the Work, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement because the PUBLISHER has failed to publish the Work within eighteen months of acceptance of the completed manuscript, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print in the United States of America and the PUBLISHER fails to bring out a new edition within eighteen months of the PUBLISHER's receipt of written request from the AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be 'in print' only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by the PUBLISHER and listed in the catalog issued to the trade by the PUBLISHER. The PUBLISHER must notify the AUTHOR in writing upon the PUBLISHER's failure to keep the book in print.

13. The PUBLISHER will provide to AUTHOR twenty (20) copies of the Book at no charge for the AUTHOR's personal use. In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at fifty percent (50%) discount from the cover price of the Book.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by the AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the state of California.

DATED: 3/12/07

By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: 3/9/07

SOCIAL SECURITY NUMBER X

By: [REDACTED]
By: [REDACTED], TRUSTEE JANE BURMAN POWELL TRUST
Lori Bethelsen Berthel
For the Estate of Jane Burman Powell

DATED: 3/9/2007

PUBLISHING AGREEMENT dated April 13, 2006, by and between the Academy of Motion Picture Arts and Sciences (hereinafter the "Academy"), principal place of business

[REDACTED]
and Angel City Press (hereinafter "Angel City"), principal place of business 2118 Wilshire Boulevard, Suite 880, Santa Monica, California 90403.

WHEREAS the Academy and Angel City desire that Angel City publish a book on the subject of movie theater advertising in the silent film era, tentatively titled "Now Playing" (hereinafter referred to as the "Work").

THEREFORE, in consideration of the following terms and conditions, the Academy and Angel City mutually agree as follows:

1. The manuscript for the Work (hereinafter the "Manuscript") shall be that material supplied by the Academy, and to be prepared by Anthony Slide (the "Author") with contributions by Jane Burman Powell and Lori Goldman Berthelsen (the "Contributors"). The Academy shall be responsible for delivering the Manuscript and all artwork described under Paragraph 2 by May 15, 2006.
2. The Academy will supply high-resolution digital scans for all artwork described in the attached Exhibit "A" (hereinafter "Academy Artwork"), by no later than June 1, 2006. All other artwork for the Work shall be supplied by the Contributors ("Contributor Artwork"). The Academy will use its best efforts to cause the Contributors to deliver the Contributor Artwork to Angel City by the same aforementioned date.
3. All Academy Artwork used in the Work shall be credited by Angel City therein in the form "Courtesy of the Margaret Herrick Library." In no instance shall such credit be in a manner less than equal to any other photo credits in the Work. Angel City shall also include any required third party credits indicated in the attached Exhibit "A" or delivered to Angel City separately in writing on or before May 15, 2006.
4. The Academy shall be responsible for obtaining all third party permissions or clearances necessary for publishing the Work hereunder, if any, including, without limitation, for use of the Academy Artwork, and for use of work created

by the Author. Notwithstanding the foregoing, Angel City shall be responsible for obtaining the necessary permissions, if any, for use of work created by the Contributors and for use of the Contributor Artwork.

5. In consideration of Angel City's obligations and warranties hereunder, the Academy shall pay to Angel City \$20,000.00, payable in three payments per the following schedule:

- a) \$5,000 upon execution of this Agreement;
- b) \$10,000 when approved "Work" fully designed as a book is sent to the printer;
- c) \$5,000 upon the general publication of the Work by Angel City under the terms of this Agreement.

6. Angel City shall submit to the Academy for prior approval, and the Academy shall read, correct, and return promptly to Angel City, all printed proofs of the Work.

7. Angel City shall consult with the Academy regarding production of the Work including, without limitation, the cover and/or jacket for the Work, the paper, printing and binding. Except as otherwise provided in this Agreement, Angel City shall have sole approval over the extent and manner of advertising, number and distribution of free copies for the press and otherwise, and the price and sale of any editions of the Work.

8. Angel City shall copyright the Work in the name of the Jane Burman Powell and Lori Goldman Berthelsen.

9. To the extent the Academy controls such rights, the Academy hereby grants to Angel City the exclusive rights to print, publish, advertise, promote and publicize the Work in all languages and editions of the Work in volume form, in all binding types, for sale and distribution throughout the world by all means, including without limitation through retailers, wholesalers, jobbers, catalogues, direct sales methods, premium merchants, and book clubs. All rights controlled by the Academy, and not herein specifically granted to Angel City, are reserved by the Academy.

10. The rights granted to Angel City in paragraph 9, hereinabove, shall continue for as long as kept in print by Angel City.

11. At the Academy's express written request, and at the Academy's sole discretion, Angel City shall imprint the Academy's colophon "Academy Imprints," in the form supplied by the Academy, on the spine and on the title page of the published Work, in a manner as approved by the Academy. Notwithstanding paragraph 7 hereinabove, should the Academy request the placement of "Academy Imprints" on the Work, and should Angel City thereafter wish to use "Academy Imprints" or the Academy's name in any advertising, promotion or publicity for the Work, Angel City shall submit such advertising, promotion or publicity to the Academy prior to their use, for which the Academy will reasonably provide approval or rejection. Angel City shall not otherwise use "Academy Imprints," the Academy's name, or the Academy's trademarks, on or in connection with the Work. The Academy acknowledges that other contributors to the Work may also receive credit in the Work appropriate to the scope and nature of their contribution, provided no other names besides that of the Academy, Angel City, the Author and Contributors may appear on the cover, jacket or title page.

13. Angel City agrees to actively promote the Work, including, but not limited to, point of sale materials and, print advertisements.

14. Provided the Academy has delivered all artwork in conformity with paragraph 2, and provided the Authors have delivered all manuscript and artwork materials in conformity with paragraph 1, then Angel City shall publish the Work at its own expense, not later than November 1, 2006. The initial print run shall be no less than 5,000 copies. Angel City shall not be responsible for delays caused by any circumstance beyond its control. No changes shall be made in the text or artwork without the consent of the Academy.

15. The Academy shall purchase, and Angel City shall provide, 1,000 copies of the Work at a discounted price of sixty percent off Angel City's suggested retail price, F.O.B. Academy's principle place of business. Payment shall be due 30 days after delivery. The Academy shall have the

right, but not the obligation, to purchase additional available copies at the same discounted price.

16. If Angel City desires to remainder the Work, it shall first give the Academy notice of its best remainder price, and such party shall have the option to purchase copies at such price.

17. The Academy will indemnify and defend Angel City, and its respective officers, employees, agents, representatives, associates, and affiliates, from and against any and all loss, cost, damage, liability and expense, including attorney's fees, arising out of any claims whatsoever which may be brought based upon the breach of any of the Academy's warranties or obligations under the terms of this Agreement. Except to the extent of the Academy's indemnification in this paragraph 17, Angel City will indemnify and defend the Academy, and its respective officers, members, employees, agents, representatives, associates, and affiliates, from and against any and all loss, cost, damage, liability and expense, including attorney's fees, arising out of any claims whatsoever which may be brought based upon Angel City's publication or use of the Work.

18. All notices, demands, approvals or requests required or permitted to be made under this agreement shall be in writing and delivered to the party at their address listed herein, and shall be deemed delivered when received.

19. This Agreement is not assignable by either party without the prior written consent of the other party. The assignment shall not be unreasonably withheld.

20. This Agreement shall be deemed executed and fully performed under the laws of the State of California.

21. The waiver by either party of a breach of a provision of this Agreement shall not operate or be construed to invalidate the balance of the provisions contained in this Agreement, which shall continue to remain in effect.

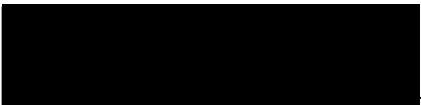
22. The finding by any court that a provision of this Agreement is invalid shall not operate or be construed to invalidate the balance of the provisions contained in this Agreement, which provisions shall continue to remain in effect.

23. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and all prior proposals, discussions or writings are superseded hereby. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties and their successors, heirs and assigns.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed as of the date first above written.

Academy of Motion Picture
Arts and Sciences

Angel City Press

By: 

By: *Paddy Celestis*

Its: EXECUTIVE ADMINISTRATOR

Its: *President*



This AGREEMENT is entered into as of February 11, 2019, by ANGEL CITY PRESS, INC., of 2118 Wilshire Blvd., Suite 880, Santa Monica, California 90403 ("PUBLISHER") and Lynell George, of [REDACTED] ("AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in Paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in Paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

2. The Book is described as follows: An examination of Octavia Butler's life path: her influences, rituals, obsessions, and her labor, her dedication to her dream to become a writer and how the environment of post-war and midcentury Southern California shaped her world. The proposed title, *A Handful of Earth, A Handful of Sky: The World of Octavia Butler* may change by mutual agreement of PUBLISHER and AUTHOR.

3. PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues received from the sale of printed copies of the Book and thirty-five percent (35%) of net revenues for any electronic (excluding audio) versions of the Book (including electronic applications known as "apps").

All royalties will be paid biannually on the basis of cash received from net revenue of the Book adjusted for returns. Earnings will be calculated as of June 30 and December 31 of each calendar year, and paid within 30 days of each date of calculation.

3a. "Net revenues," as used in this AGREEMENT, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, not to exceed FIFTEEN percent (15%) in the aggregate, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in Paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for audio or video selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), by any electronic medium or method now known or developed in the future, any sale shall be subject to AUTHOR's consent. In these specific cases of the aforementioned rights sales, parties will split the net revenue received by PUBLISHER as follows: eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER. With regard to the specific sale of rights for motion picture or television productions: AUTHOR and PUBLISHER shall share all net revenue for the sales of motion picture or television productions (specifically including documentaries) with fifty percent (50%) to each party.

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

5. On August 1, 2019, AUTHOR, at her expense, shall deliver to PUBLISHER all images (in digital file form, with each individual image file labeled per the instruction of PUBLISHER) and a completed final hard copy of the manuscript with a coordinating electronic file of the manuscript. These data files of text and images shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agree to use her best efforts to put the manuscript in a form acceptable for publication, and agree that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book within thirty (30) days of receipt of the image and manuscript files that will be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the Book elsewhere, with no remaining obligation to PUBLISHER.

6. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the name of AUTHOR.



PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

7. AUTHOR agrees to offer first right of refusal to PUBLISHER for her next non-fiction work that is relevant to Octavia Butler or the history of Los Angeles or Hollywood.

8. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under PUBLISHER's insurance policy and any claims not covered by the insurance policy.

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this AGREEMENT on the part of the first party.

10. If AUTHOR fails to complete the Book, as described in Paragraph 5 of this AGREEMENT, except by written notice of deadline extension by PUBLISHER, all rights in and to the completed manuscript shall belong to AUTHOR.

11. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this AGREEMENT by AUTHOR, this AGREEMENT shall be terminated and all rights to the text shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this Paragraph shall not be counted as part of the twelve (12) month period specified in this Paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this AGREEMENT. If AUTHOR chooses to terminate this AGREEMENT because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "Out of Print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this AGREEMENT shall terminate and all rights under this AGREEMENT shall revert to AUTHOR without further notice, subject to licenses previously granted. It is understood that the Book shall be considered to be "in print" only when



copies are available and offered for sale through normal retail channels in an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER. PUBLISHER must notify the AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

12. PUBLISHER will provide twenty (20) copies of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary books for rights grantors. In addition, AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book. No AUTHOR royalties, as defined in Paragraph 3 of this AGREEMENT will be paid to AUTHOR for copies of the Book purchased by AUTHOR. Copies of the Book purchased by AUTHOR are not to be sold in any venues that compete with the traditional sales venues of PUBLISHER.

13. This AGREEMENT will be binding upon and inure to the benefit of the heirs, executors or administrators of AUTHOR and the successors or assigns of PUBLISHER.

14. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this AGREEMENT, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this AGREEMENT, by mediation conducted at a location determined by the mediator in Los Angeles County, California, administered by and in accordance with the then existing laws of the State of California.

DATED: Feb. 22, 2019 By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: February 11 2019 By: [Redacted]
Lynell George, Author

PUBLISHING AGREEMENT

This Agreement is entered into as of March 21, 2012, by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880, Santa Monica CA 90403 ("PUBLISHER"), and David Boule of [REDACTED] ("AUTHOR").

1. AUTHOR hereby grants to PUBLISHER an exclusive license under the copyright of the literary work described in paragraph 2 below (the "Book") including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions (and specifically including electronic versions) of the Book throughout the world in the English language and other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book has the working title: history of the Orange in Southern California

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all copies of the Book that are sold.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns, beginning six months after the publication of the Book. PUBLISHER shall provide to AUTHOR a statement of Net Revenues from sale of all the editions and other exploitation and disposition of rights to the Books, and other credits and debits relating to the Books.

The AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Books during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in PUBLISHER's favor which amount to, at the time of such error, FIVE percent (5%) or more of the total sum paid to AUTHOR under this Agreement, in which case PUBLISHER shall contribute to the cost of the examination up to the lesser of the amount of the error determined as a result of the examination, or \$1,000.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made.

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4. PUBLISHER shall have the exclusive right to license the Book to other publishers outside of the United States for publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. PUBLISHER shall not have the right of syndication and first and second magazine serialization without previous consent of AUTHOR, and such consent shall not be unreasonably withheld by Author. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent, which shall not be unreasonably withheld. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER. In the specific case of the licensing of rights in the Book to third parties for film, television and stage play adaptations (distributed through any channel, including by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, parties will split the net revenue received by PUBLISHER as follows: SIXTY percent (60%) to AUTHOR and FORTY percent (40%) to PUBLISHER.

PUBLISHER shall provide AUTHOR with copies of any licenses granted. PUBLISHER shall provide to AUTHOR at least FOUR (4) copies of the Book as it appears in all editions and translations outside of the United States.

6. On October 1, 2012, AUTHOR shall deliver to PUBLISHER all text and images (in digital format suitable for four-color reproduction) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript for the Book in Word format. The disk shall include any related material, required in the opinion of both AUTHOR and PUBLISHER, for publication of the Book; specifically included will be captions for all images. If a time extension for delivery date is requested by AUTHOR by July 1, 2012, PUBLISHER will grant an extension.

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The parties agree that acceptance of the manuscript and photographs for publication shall rest in the sole discretion of PUBLISHER who shall not be unreasonable in its acceptance. AUTHOR shall cooperate with requests for changes and revisions, and agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER shall in good faith accept or reject the Book in writing within THIRTY (30) days of delivery of the completed manuscript. If rejected, the AUTHOR shall be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and furthermore, AUTHOR may retain the monies paid to AUTHOR, and PUBLISHER shall not be obligated to make any further payments hereunder.

AUTHOR shall have TWO (2) opportunities for review, change and approval of BOOK. PUBLISHER shall send the edited manuscript to AUTHOR for approval prior to it being made ready for page layout, and PUBLISHER shall send page layouts or other production materials to AUTHOR. In each case, AUTHOR may make requests for changes to such materials, provided such changes are delivered to PUBLISHER within THREE (3) days from receipt of edited manuscript or page layouts, but the final decision to implement these changes shall rest with PUBLISHER. All non-material changes, such as those changes based on copyediting and proofreading shall not require AUTHOR approval.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by PUBLISHER at PUBLISHER's expense in the name of AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and all photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. AUTHOR indemnifies PUBLISHER against any such claims brought about by the publication of this book. AUTHOR agrees to pay any rights or licensing fees required for publication of submitted photographs.

9. PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, all rights in and to the idea and contents shall belong to AUTHOR. AUTHOR will reimburse to PUBLISHER advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Work as a result of AUTHOR's breach of this Agreement.

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12. If PUBLISHER fails to publish the Book within TWELVE (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies. Under this circumstance, AUTHOR shall have no obligation to return advance payments from PUBLISHER.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the death or prolonged illness of any of the officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve month period specified in this paragraph. If PUBLISHER does not publish the Work, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Work within twelve months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be out of print in the United States of America and PUBLISHER fails to bring out a new edition within EIGHTEEN (18) months of PUBLISHER's receipt of written request from the AUTHOR to do so, then this Agreement shall terminate, and all rights under this Agreement shall revert to the AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when new copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in the catalog issued to the trade by PUBLISHER. The PUBLISHER must notify AUTHOR in writing upon PUBLISHER's failure to keep the book in print

13. PUBLISHER will provide to AUTHOR TWENTY (20) copies of the Book, at no charge, for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies, not to be sold at venues traditionally within PUBLISHER's markets, at FIFTY percent (50%) discount from the cover price of the Book. No royalties will be paid for copies purchased by AUTHOR.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of AUTHOR and the successors or assigns of PUBLISHER.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED:

4-02-2012

By:

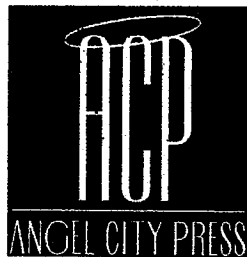
Paddy Calistro
Paddy Calistro for Angel City Press

DATED:

3-30-2012

By:


David Boule, AUTHOR



AGREEMENT

This Agreement is entered into as of October 30, 2006 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and TOM ZIMMERMAN of {address} ("AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER, an exclusive license in the copyright of the Work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book is described as follows: Paradise Promoted, a history of the promotion campaign that lead to the growth of Los Angeles

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all copies of the Work that are sold.

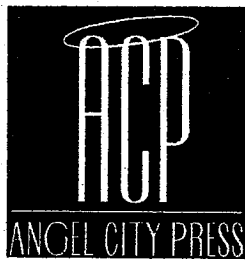
All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for motion picture, radio, television, video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received



by PUBLISHER as follows: FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

The PUBLISHER shall provide AUTHOR with copies of any licenses granted. The PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

6. On November 4, 2006, the AUTHOR, at his expense, shall deliver to the PUBLISHER all text and images (in the form of scan or print) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

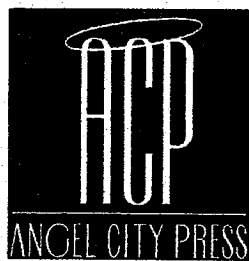
Subject to the AUTHOR's good faith obligation to cooperate with the PUBLISHER with respect to written requests for revisions, the PUBLISHER will in good faith accept or reject the Book in writing within forty-five (45) days of delivery of the completed manuscript. If rejected, the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER, and furthermore, the AUTHOR may retain the monies paid to the AUTHOR, and the PUBLISHER shall not be obligated to make any further payments hereunder.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's EXPENSE in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER and the AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for any of his future text/photo projects about Southern California history.

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR indemnifies the PUBLISHER against any such claims brought about by the publication of this book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or



the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, all rights in and to the idea and contents shall belong to the AUTHOR. AUTHOR will reimburse to PUBLISHER advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Work as a result of AUTHOR's breach of this Agreement.

12. If the PUBLISHER fails to publish the Book within eighteen (18) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If the PUBLISHER does not publish the Work, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement because the PUBLISHER has failed to publish the Work within eighteen months of acceptance of the completed manuscript, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

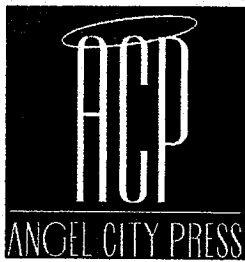
Should the Book be out of print in the United States of America and the PUBLISHER fails to bring out a new edition within eighteen months of the PUBLISHER's receipt of written request from the AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be 'in print' only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by the PUBLISHER and listed in the catalog issued to the trade by the PUBLISHER. The PUBLISHER must notify the AUTHOR in writing upon the PUBLISHER's failure to keep the book in print.

13. The PUBLISHER will provide to AUTHOR twenty (20) copies of the Book at no charge for the AUTHOR's personal use. In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at fifty percent (50%) discount from the cover price of the Book.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by the AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and



in accordance with the then existing laws of the state of California.

DATED: November 3, 2006

By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: November 1, 2006

SOCIAL SECURITY NUMBER [REDACTED]

By: [REDACTED]

Tom Zimmerman, Author



PUBLISHING AGREEMENT

This Agreement is entered into as of May 18, 2012 by ANGEL CITY PRESS, INC., of 2118 Wilshire Blvd, Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and STEPHEN GEE, of [REDACTED] ("AUTHOR")

1. AUTHOR hereby grants to PUBLISHER an exclusive license under the copyright of the literary work described in paragraph 2 below (the "Book") including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the Book in its entirety throughout the world in the English language and other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book has the working title: *FROM THE GROUND UP: John Parkinson and the Design of Los Angeles*

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of Net Revenues for all copies of the Book that are sold.

All royalties will be paid quarterly on the basis of funds received from Net Revenue of the Book adjusted for returns, beginning six months after the publication of the Book. PUBLISHER shall provide to AUTHOR a statement of Net Revenues from sale of all the editions and other exploitation and disposition of rights to the Books, and other credits and debits relating to the Books.

The AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Books during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in PUBLISHER's favor which amount to, at the time of such error, FIVE percent (5%) or more of the total sum paid to AUTHOR under this Agreement, in which case PUBLISHER shall contribute to the cost of the examination up to the lesser of the amount of the error determined as a result of the examination, or \$1,000.

3a. "Net Revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting actual third party fees and commissions from distributors and/or sales representatives, not to exceed fifteen percent (15%) in the aggregate, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. PUBLISHER will notify AUTHOR before such deductions are made.

4. PUBLISHER shall have the exclusive right to license the Book in its entirety to other publishers outside of the United States for publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, not to exceed twenty percent (20%) in the aggregate, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. PUBLISHER shall not have the right of syndication and first and second



magazine serialization without previous consent of AUTHOR, and AUTHOR shall not unreasonably withhold such consent. "Net Licensing Revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

Notwithstanding the foregoing, AUTHOR shall be entitled to approach magazines, newspapers and internet websites about publishing articles related to the Book for publicity purposes, provided that AUTHOR shall keep PUBLISHER fully informed of all endeavors in this regard and shall consult PUBLISHER prior to finalizing any arrangement with such magazine(s), newspaper(s), or Internet website(s). Any revenue shall be split FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER after first deducting any publicist and/or agent fees.

With respect to licensing of rights in the Book to third parties specifically for selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval, any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent, which shall not be unreasonably withheld. In these specific cases of rights sales, parties will split the Net Revenue received by PUBLISHER as follows: FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

Notwithstanding the points established in section 1 of this Agreement, in the event that PUBLISHER does not distribute an electronic edition of the Book through at least one (1) of the top three (3) electronic distribution platforms as determined by gross dollar sales within thirty (30) months of the initial release date of the first print edition, then such rights shall revert to AUTHOR, and AUTHOR shall be entitled to enter into agreements with electronic distributor(s) in AUTHOR's sole discretion, and any revenue received by AUTHOR from such distribution shall be split FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER, provided that AUTHOR may first deduct the cost of converting the Book to electronic platform if required by the electronic distributor(s).

AUTHOR specifically reserves all rights necessary for licensing rights from the Book for film and/or television and/or stage adaptation and/or Webisodes, and retains the right to negotiate and enter into such arrangements in AUTHOR'S sole discretion.

PUBLISHER shall provide AUTHOR with copies of any licenses granted. PUBLISHER shall provide to AUTHOR at least FOUR (4) copies of the Book as it appears in all editions and translations outside of the United States.

6. On December 1, 2012, AUTHOR, shall deliver to PUBLISHER all text and images (in digital format suitable for four-color reproduction) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript for the Book in Word format. The text of the Book, including captions, shall not exceed [***WORDS***] words. The disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book, specifically included will be picture captions for all images.

The parties agree that acceptance of the manuscript and photographs for publication shall rest in the sole discretion of PUBLISHER who shall not be unreasonable in its acceptance. AUTHOR shall cooperate with requests for changes and revisions, and agrees to use their reasonable best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.



Subject to the AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER shall in good faith accept or reject the Book in writing within THIRTY (30) days of delivery of the completed manuscript. If rejected, the AUTHOR shall be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and furthermore, AUTHOR may retain the monies paid to AUTHOR, and PUBLISHER shall not be obligated to make any further payments hereunder.

AUTHOR shall have TWO (2) opportunities for review, change and approval of BOOK. PUBLISHER shall send the edited manuscript to AUTHOR for approval prior to it being made ready for page layout, and PUBLISHER shall send page layouts or other production materials to AUTHOR. In each case, AUTHOR may make requests for changes to such materials, provided such changes are delivered to PUBLISHER within SEVEN (7) days from receipt of edited manuscript or page layouts, but the final decision to implement these changes shall rest with PUBLISHER. All non-material changes, such as those changes based on copyediting and proofreading shall not require AUTHOR approval.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by PUBLISHER at PUBLISHER's expense in the name of AUTHOR. PUBLISHER agrees to print the proper copyright notice(s) in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall both have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

Each party shall offer the other party the opportunity to participate in any proposed copyright litigation. If one party declines to participate, then the party prosecuting the action shall control litigation strategy including settlement negotiation. If both parties participate, they will share costs and mutually cooperate in litigation strategy including settlement. In the event of a disagreement over litigation strategy or settlement negotiation in an action brought by both parties, PUBLISHER shall be the tie-breaker. All proceeds derived from litigation strategy shall be split between the parties as applicable hereunder based on the type of rights infringed after first deducting litigation costs. With respect to copyright litigation costs, the parties will endeavor to find a competent lawyer to take the case on a contingency basis. If such a lawyer cannot be found by mutual agreement, then the parties will endeavor in good faith to mutually agree upon a lawyer and litigation budget, provided that either party may decline to fund litigation at any time in their sole discretion and in such case shall not be required to pay or reimburse additional attorneys fees or costs to the funding party. Notwithstanding the foregoing, if one party funds litigation and the other does not, any revenue actually received shall still be split as provided herein, after first deducting actual attorneys fees and litigation costs actually incurred by the funding party.

8. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and all photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. AUTHOR indemnifies PUBLISHER against any such claims brought about by the publication of this book. AUTHOR agrees to pay any rights or licensing fees required for publication of submitted photographs in the Book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.



10. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, all rights in and to the idea and contents shall belong to AUTHOR. AUTHOR will reimburse to PUBLISHER advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Work as a result of AUTHOR's breach of this Agreement.

11. If PUBLISHER fails to publish the Book within TWELVE (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

PUBLISHER is not responsible for delays in publication of up to twelve (12) months caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death or prolonged illness of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve-month period specified in this paragraph. If PUBLISHER does not publish the Work, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Work within twelve months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be out of print in the United States of America and PUBLISHER fails to bring out a new edition within EIGHTEEN (18) months of PUBLISHER's receipt of written request from the AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in the catalog issued to the trade by PUBLISHER. The PUBLISHER must notify AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

12. PUBLISHER will provide to AUTHOR TWENTY (20) copies of the Book, at no charge, for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies, not to be sold, at FIFTY-FIVE percent (55%) discount from the cover price of the Book. No royalties will be paid for copies purchased by AUTHOR.

13. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of AUTHOR and the successors or assigns of PUBLISHER.

14. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be resolved, at the request of any party to this Agreement, by arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California. Notwithstanding the foregoing, the parties first shall endeavor in good faith to settle the matter, including, if necessary, by mutually selecting a mediator before resorting to arbitration.

DATED: 5-28-2012

By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: 5/21/2012

By: [Redacted]
Stephen Gee (AUTHOR)

AGREEMENT

This Agreement is entered into as of July 1, 2004 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER") and DAVID DAVIS or [REDACTED] ("AUTHOR").



1. The AUTHOR hereby grants to PUBLISHER during the full term of copyright and all extensions thereof an exclusive license in the copyright of the work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and all other languages, including the right to prepare, publish, distribute and/or sell specific derivative works thereof as listed in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or those specific derivative works.

2. The Book is described as follows: A sports photo book produced in conjunction with the LA Public Library

Topic: PLAY by PLAY

Approximate length: no fewer than 175 (one hundred seventy-five) images with captions plus preface of no more than 2000 (two thousand) words and introduction of no more than 1000 (one thousand) words(if obtainable).

3. For all copies of the Book sold by the PUBLISHER, the PUBLISHER agrees to pay to AUTHOR a royalty of 12% (twelve percent) of net revenues.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns. Quarterly payments will be made within 30 (thirty) days after the end of each calendar quarter.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages in volume form and such forms as defined in paragraph 1, and the division of all money received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR, on a quarterly basis, FIFTY percent (50%) of all net licensing revenue actually received. These rights include: Book Clubs, first and second magazine serialization (with the exception of first or second serialization sold specifically by AUTHOR to the *Los Angeles Times Magazine*), motion picture, radio, television, video cassette, CD or CD-ROM, large print editions, library editions, deluxe editions, selections, abridgment, condensation, digest adaptation, textbook, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less reasonable costs (in the case of Book Club sales "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the license.



6. By July 30, 2004, AUTHOR shall, at his expense, deliver to PUBLISHER a completed final hard copy of the entire manuscript and a coordinating electronic disk, plus the necessary releases indicating approvals from the Los Angeles Public Library.

AUTHOR and PUBLISHER agree to cooperate with each other with respect to revisions in the manuscript, and/or the design and layout of the Book. AUTHOR agrees to use his best efforts to put the manuscript in a form acceptable for publication. However, AUTHOR agrees that compliance with any changes requested by PUBLISHER shall not constitute a promise of acceptance of the revised Book. The final form of the manuscript, and its acceptance for publication, shall rest in the sole discretion of PUBLISHER.

PUBLISHER agrees to accept or reject the Book by written notice within 10 days of receipt of the completed manuscript. If rejected, AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to Publisher.

7. The parties agree that the copyright in the Book shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's EXPENSE in the name of the AUTHOR and for the photos, in the name of LOS ANGELES PUBLIC LIBRARY. PUBLISHER agrees to print the proper copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The AUTHOR, the LOS ANGELES PUBLIC LIBRARY and the PUBLISHER shall have the right, in their discretion, to take any action necessary to prevent infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement.

10. If AUTHOR fails to complete the Book, as described in paragraph 6 all rights in and to the idea and contents shall belong to the AUTHOR. If AUTHOR fails to complete the Book, as described in paragraph 6 for any reason, other than breach of this Agreement by PUBLISHER, AUTHOR will reimburse to PUBLISHER any advances against royalties paid to AUTHOR by PUBLISHER.

11. If the PUBLISHER fails to publish the Book within eighteen months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, terrorist related activity, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If the PUBLISHER does not publish the Book, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this

Agreement, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print for a period in excess of one year, all rights thereto shall revert to AUTHOR. In such case, the AUTHOR shall grant PUBLISHER a royalty right in future printings and derivative works on the same terms enjoyed by AUTHOR under this Agreement.



12. PUBLISHER will provide to twenty (20) copies of the Book at no charge for the AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies at fifty percent (50%) discount from the cover price of the Book. These books may be sold by AUTHOR as "back of the room" sales at speaking engagement arranged by AUTHOR at venues that are not in conflict with sales normally made by PUBLISHER's sales representatives.

13. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. Publisher may assign this Agreement, but only in its entirety. Author may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this Agreement. Except in the case of death of Author, Publisher must be notified by letter of any such assignment of net sums by Author. An original copy of that signed letter must be sent to Publisher.

14. Any notice required under any provisions of this Agreement shall be in writing and deemed to have been properly given by delivery in person or by mailing to the address set forth above, or to such other address as may have been furnished by either party to the other.

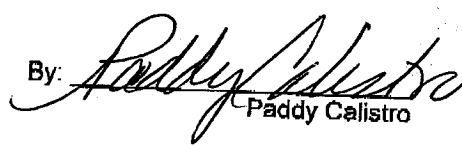
15. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

DATED: 7/29/04 PUBLISHER

DATED: 7/29/04 AUTHOR

TAX ID NUMBER [REDACTED]

By: [REDACTED]

By: 

Paddy Calistro

David Davis



AGREEMENT

This Agreement is entered into as of March 20, 1996, by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER") and Frans Evenhuis [REDACTED] and Robert Landau [REDACTED] (jointly "AUTHOR").

1. The AUTHOR hereby grants and assigns to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described below anywhere in the world, including the right in derivative works thereof and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book is described as follows:

Title (as currently planned): HOLLYWOOD POOLSIDE

Topic: The history of the swimming pool as it appeared in Hollywood both in publicity photos and films. The book contains a collection of rare photographs from Hollywood's golden years.

Approximate length: about 7500 words and about 100 photographs

3. For the **first 10,000** copies of the Book sold by the PUBLISHER in the U.S., the PUBLISHER agrees to pay to AUTHOR a royalty based on **TEN percent (10%)** of the net revenues; and for all copies of the Book sold in the U.S. in excess of 10,000, the PUBLISHER agrees to pay to AUTHOR a royalty based on **FIFTEEN percent (15%)** of the net revenues.

For all copies of the Book sold by the PUBLISHER outside the U.S., the PUBLISHER agrees to pay to AUTHOR a royalty based on **TEN percent (10%)** of the net revenues.

All royalties will be paid monthly on the basis of cash received from net revenue of the Book adjusted for returns. PUBLISHER will pay this royalty to AUTHOR not more than **30 days** after the last day of the month in which payment for book is received.

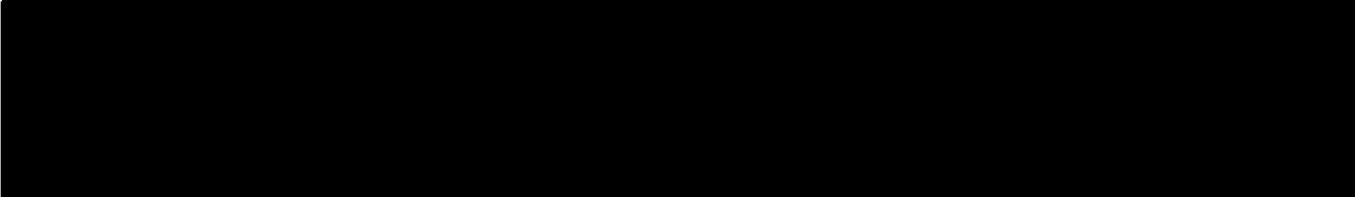
3a. "Net revenues," as used in this Agreement, refers to money actually received by Publisher for the sale of copies of the Work, net of returns, after deduction of shipping, customs, insurance, fees and commissions, taxes, currency exchange discounts and costs of collection.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages in volume form and the division of the royalty or lump sum (net of agent(s)'s commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be **FIFTY percent (50%)** to the AUTHOR and **FIFTY percent (50%)** to the PUBLISHER. If the PUBLISHER sells

10
8
sheets or bound books for other publishers' editions at a price inclusive of royalty, the AUTHOR shall receive **FIFTY percent (50%)** of the PUBLISHER's net profits (gross profits less manufacturing costs).

With respect to any revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR **FIFTY percent (50%)** of all net licensing revenue actually received on a monthly basis. These rights shall include: trade and mass-market paperback, Book Clubs, first and second magazine serialization, motion picture*, radio, television*, video cassette*, large print editions, library editions, deluxe editions, selections*, abridgment*, condensation*, digest adaptation*, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any method now known, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

*(subject to AUTHOR's consent)

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In addition to the advance against royalties specified in the preceding paragraph, there is an additional photography budget of **one thousand dollars (\$1000)** which is to be used only by agreement of both AUTHOR and PUBLISHER, for the purchase of photographs deemed necessary to complete the book. The funds used from this budget shall be added to the total of the advance against royalties.

6. The AUTHOR, at their expense, shall deliver to PUBLISHER a complete final, edited electronic computer disk that includes the exact layout of the book with all photograph scans and all text, including captions, of the Book, in form and content satisfactory to PUBLISHER, no later than **August 15, 1996**. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work. The parties further agree that revisions to the Book shall be arrived at through consultation and mutually-agreeable editorial changes, subject to the PUBLISHER's right to request alterations deemed in the best interest of the commercial success of the Book.

Subject to the AUTHOR's good faith prior obligation to cooperate with the PUBLISHER with respect to requests for revisions, the PUBLISHER will accept or reject the Book within 45 days of receipt of the completed manuscript. If rejected, the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER.

7. The parties agree that the copyright in the Book shall be registered by the PUBLISHER in the name of the AUTHOR.

8. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy or publicity rights of others, or violate any law or regulation.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. In addition, PUBLISHER shall seek in good faith to obtain coverage of AUTHOR as named insured under the same policy of insurance, the cost of the additional coverage being at the expense of AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy.

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

10. The PUBLISHER shall have the right, in its discretion, to take any action necessary to prevent infringement of the copyright in the Book and all renewals thereof.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, other than breach of this Agreement by PUBLISHER, all rights in and to the idea and contents shall belong to the AUTHOR.

12. If the PUBLISHER fails to publish an edition of not less than 2500 copies of the Book within one year of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR. In lieu of other remedies, AUTHOR shall be entitled to retain any advance royalties already paid at the time of termination.

Should the Book be out of print for a period in excess of one year, all rights thereto shall revert to AUTHOR. In such case, the AUTHOR shall grant PUBLISHER a royalty right in future printings and derivative works on the same terms enjoyed by AUTHOR under this Agreement. In addition, in such event, AUTHOR shall have the right to buy all material (including plates and inventory, if any) at that time in the hands of PUBLISHER at cost.

13. The PUBLISHER will provide to TWENTY (20) copies of the Book at no charge for the AUTHOR's personal use (ten [10] to each individual author). In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at 40% discount from the cover price of the Book.

14. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by final and binding arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing Rules of Practice and Procedure of Judicial Arbitration & Mediation, Inc. (J.A.M.S.), and judgment upon any award rendered by the arbitrators (s) may be entered by any state or federal court having jurisdiction thereof.

DATED: 4/02/1996

PUBLISHER

DATED: April 1, 1996

AUTHOR

By: Paddy Calistro
Paddy Calistro

By: Frans Evenhuis
Frans Evenhuis

By: Robert Landau
Robert Landau



June 10, 2002

AMENDMENT

The following paragraph amends the Agreement dated Mar. 20, 1996
between Angel City Press and Robert Landau and Frans Evenhuis
for the book entitled Hollywood Postside
published in 1997

This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. Publisher may assign this Agreement, but only in its entirety. Author may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this Agreement. Except in the case of death of Author, Publisher must be notified by letter of any such assignment of net sums by Author. An original copy of that signed letter must be sent to Publisher.

I agree to the Amendment

signature

7/1/02
date

ROBERT LANDAU
print name

on behalf of: _____
name of entity (if applicable)

Agreed, for Angel City Press

Paddy Calistro 6.10.02
Paddy Calistro, publisher date



June 10, 2002

AMENDMENT

The following paragraph amends the Agreement dated Mar. 20, 1996
between Angel City Press and Frans Evenhuis and Robert Landau
for the book entitled Hollywood Poolside
published in 1997

This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. Publisher may assign this Agreement, but only in its entirety. Author may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this Agreement. Except in the case of death of Author, Publisher must be notified by letter of any such assignment of net sums by Author. An original copy of that signed letter must be sent to Publisher.

I agree to the Amendment

[Redacted Signature]

signature

7/5/02
date

Frans Evenhuis
print name

on behalf of: _____
name of entity (if applicable)

Agreed, for Angel City Press

Paddy Calistro
Paddy Calistro, publisher
6/10/02
date



This Agreement is entered into as of May 1, 2019 by Angel City Press, Inc. of 2118 Wilshire Blvd., Suite 880, Santa Monica, California 90403 ("PUBLISHER"), and Ken Bernstein of [REDACTED] and Stephen Schafer of [REDACTED] (herein referred to jointly as "AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book.

2. The Book is described as follows: Working title: Preserving Los Angeles: Transforming Communities through History and Architecture. The book will tell the story of how historic preservation has been transforming neighborhoods, creating a Downtown renaissance and guiding the future of the city, highlighting dozens of lesser-known buildings, neighborhoods and places "found" by SurveyLA. With photographs by Stephen Schafer

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN PERCENT (10%) of net revenues for all printed copies of the Book that are sold and TWENTY-FIVE PERCENT (25%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps." All royalties will be paid twice a year on the basis of cash received from net revenue of the Book adjusted for returns; on or about June 30 and December 31.

3a. "Net revenues," as used in this Agreement, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, not to exceed FIFTEEN PERCENT (15%) in the aggregate, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, FIVE PERCENT (5%) or more of the amount paid to AUTHOR under this Agreement, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY PERCENT (50%) to AUTHOR and FIFTY PERCENT (50%) to PUBLISHER.

With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR FIFTY PERCENT (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: foreign publications, book clubs, first and second magazine serialization, large print



editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for radio, web sites, blogs, podcasts, and social media, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), whether by disc, video text or any electronic medium or method, now known or developed in the future, any sale is subject to AUTHOR's consent. In the aforementioned cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: EIGHTY PERCENT (80%) to AUTHOR and TWENTY PERCENT (20%) to PUBLISHER. With regard to the specific sale of rights for motion picture or television productions (including documentaries in either medium), the parties will split the revenue SIXTY PERCENT (60%) to AUTHOR and FORTY PERCENT (40%) to PUBLISHER.

PUBLISHER shall provide to AUTHOR at least THREE (3) copies of the Book as it appears in all editions and translations outside of the United States.

6. On or before June 1, 2020, AUTHOR, at their expense, shall deliver to PUBLISHER all text and images (in the form of scan or print) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book in writing within THIRTY (30) days of delivery of the completed manuscript. If rejected, AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and furthermore, AUTHOR may retain the monies paid to AUTHOR, and PUBLISHER shall not be obligated to make further payments hereunder.

7. The copyright in the Book shall be registered with the Register of Copyrights within NINETY (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense in the name of AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.



8. AUTHOR agrees to offer first right of refusal to PUBLISHER for either party's next non-fiction work that is relevant to the history of Los Angeles.

9. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Book, as described in paragraph 6, for any reason, all rights in and to the completed manuscript and images shall belong to AUTHOR. AUTHOR will reimburse PUBLISHER for advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Book as a result of AUTHOR's breach of this Agreement.

12. If PUBLISHER fails to publish the Book within TWELVE (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the TWELVE (12) month period specified in this paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book within TWELVE (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER fails to bring out a new edition within EIGHTEEN (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal



retail channels in an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER.

13. PUBLISHER will provide to each AUTHOR TEN (10) copies of the Book at no charge for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies at FIFTY percent (50%) discount from the cover price of the Book.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of AUTHOR and the successors or assigns of PUBLISHER.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: _____

By: _____
Paddy Calistro for Angel City Press (PUBLISHER)

DATED: _____

By: _____
Ken Bernstein (AUTHOR)

DATED: _____

By: _____
Stephen Schafer (AUTHOR)



PUBLISHING AGREEMENT

This Agreement is entered into as of August 17, 2010 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and ROBERT LANDAU ("AUTHOR") of [REDACTED]

1. The AUTHOR hereby grants to PUBLISHER an exclusive license under the copyright of the literary work described in paragraph 2 below (the "Book") including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the Book (whether print or electronic) throughout the world in the English language and other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book has the working title *Rock Billboards of Sunset Boulevard*, with final title and subtitle to be determined by mutual agreement of AUTHOR and PUBLISHER. The Book shall include photographs previously copyrighted by AUTHOR, and approximately 20,000 words.

3. AUTHOR and PUBLISHER shall divide the full invoiced cost for paper, printing and binding of the Book, with FIFTY percent (50%) to be paid by each party on a schedule to be determined by PUBLISHER. Both parties shall hold these terms and conditions in confidence.

4. AUTHOR and PUBLISHER shall share equally all major creative and business decisions regarding the Book's production, including but not limited to the title, overall design, pricing, size, paper stock and changes to the budget. In the case of a disagreement, PUBLISHER will make the final decision in all cases, except as noted in this Agreement.

5. Should the parties agree to hire an independent public relations firm to promote the book in addition to PUBLISHER's in-house public relations efforts, the fees for the independent firm will be paid by AUTHOR. In case of a disagreement, AUTHOR shall have the final decision regarding the selection of the independent public relations firm.

6. The PUBLISHER shall pay AUTHOR no advance against royalties. PUBLISHER shall issue a report to AUTHOR on a quarterly basis to account for sales and expenses related to the Book. After deduction of AUTHOR's royalty of fifteen percent (15%) of net revenues (as defined in Paragraph 6a of this Agreement) and PUBLISHER's distribution fee of thirty-five percent (35%) of net revenues, the remaining FIFTY percent (50%) of revenue shall be divided equally between AUTHOR and PUBLISHER, with TWENTY-FIVE percent (25%) accruing to each party. Both parties shall hold these terms and conditions in confidence.

6a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. PUBLISHER will notify AUTHOR before such deductions are made.

7. Should PUBLISHER terminate its business operations, all unsold copies of the Book in the possession of PUBLISHER; or that come into the possession of PUBLISHER within three (3) months after

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PUBLISHER ceases doing business or terminates its business operations, shall become the property of AUTHOR. In such circumstance, it shall be the responsibility of AUTHOR to take possession of said copies at AUTHOR's expense. The sale of PUBLISHER shall not be considered the ceasing of business or the termination of business operations unless the new owner of PUBLISHER ceases doing business or terminates the business operations of PUBLISHER.

8. Upon written notice to PUBLISHER, the AUTHOR, at his expense, may audit PUBLISHER's records relating to the Book. This audit shall take place during normal business hours and under conditions PUBLISHER shall reasonably prescribe. Should errors be discovered, the party in whose favor the error was made shall promptly pay the other the amount of the error. If the errors are in PUBLISHER's favor and exceed FIVE percent (5%) of the total sum paid to AUTHOR under this Agreement, PUBLISHER shall contribute to the cost of the audit an amount not to exceed the amount of the error determined as a result of the examination, or \$1,000, whichever is less.

9. The PUBLISHER shall have the exclusive right to license the Books to other publishers outside of the United States for publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1. The division of all monies received for such licenses (net of agency commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of, Book Club sales only, "reasonable costs" shall include the printing cost of the book club edition) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for motion picture, radio, television, video disk, video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, videotext or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will divide the net revenue received by PUBLISHER as follows: EIGHTY percent (80%) to AUTHOR and TWENTY percent (20%) to PUBLISHER.

AUTHOR shall have the right to license images for uses unrelated to the Book or its promotion. For such licensing rights, all revenue derived shall belong to AUTHOR. As a courtesy, AUTHOR will notify PUBLISHER of all such rights. For any licensing rights not specifically covered by this Agreement, Parties agree to determine revenue divisions in good faith.

PUBLISHER shall provide AUTHOR with copies of any licenses granted. PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

10. On March 1, 2011 AUTHOR, at his expense, shall deliver to the PUBLISHER all text and images (in digital format suitable for four-color (CMYK) reproduction with accompanying print) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript for the Book. These files shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscripts and photographs for

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publication shall rest in the sole discretion of the PUBLISHER who shall not be unreasonable in its acceptance. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith obligation to cooperate with the PUBLISHER with respect to written requests for revisions, the PUBLISHER will in good faith accept or reject the Book in writing within forty-five (45) days of delivery of the completed manuscript. If rejected, the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER, and furthermore, the AUTHOR may retain the monies paid to the AUTHOR, and the PUBLISHER shall not be obligated to make any further payments hereunder.

AUTHOR shall have at least two opportunities for review, change and approval of BOOKS. PUBLISHER shall send the edited manuscripts to AUTHOR for approval prior to it being made ready for page layout, and PUBLISHER shall send page layouts or other production materials to AUTHOR. In each case, AUTHOR may make requests for changes to such materials, provided such changes are delivered to PUBLISHER within five (5) business days from receipt of edited manuscript or page layouts, but the final decision to implement these changes shall rest with PUBLISHER. Any material changes to the Books made by PUBLISHER shall require approval from the AUTHOR. All non-material changes, such as those changes based on copyediting and proofreading shall not require AUTHOR approval.

11. The parties agree that the PUBLISHER, at its expense, shall register the copyright in the Book with the United States Register of Copyrights in the name of the AUTHOR. PUBLISHER agrees to include the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER and the AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof. It is agreed that AUTHOR owns all rights to the photographs in the Book and grants permission for usage of the photographs in the Book. It is the AUTHOR's responsibility to register copyright for individual photographs.

12. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR indemnifies the PUBLISHER against any such claims brought about by the publication of this book.

PUBLISHER agrees to carry errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

13. If AUTHOR fails to complete the Work, as described in paragraph 10, for any reason, all rights in and to the idea and contents shall belong to the AUTHOR.

14. If the PUBLISHER fails to publish the Book within TWELVE (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

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The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the death of officers of the board of PUBLISHER. Any such delay as may occur as described in this paragraph shall not be counted as part of the twelve-month period specified in this paragraph. If the PUBLISHER does not publish the Work, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement because the PUBLISHER has failed to publish the Work within twelve months of acceptance of the completed manuscript, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print in the United States of America and the parties fail to reach an agreement to release a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from the AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the AUTHOR without further notice, subject to licenses previously granted. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by the PUBLISHER and listed in the catalog issued to the trade by the PUBLISHER.

15. The PUBLISHER will provide to AUTHOR twenty (20) copies of the Book at no charge for the AUTHOR's personal use. In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at fifty percent (50%) discount from the suggested retail price of the Book.

16. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by the AUTHOR. Specifically, the AUTHOR reserves the right to distribute, sell, exhibit and otherwise exploit any of the photos and text in the Book in all electronic forms including the Internet, in all art gallery and museum forms, and in any abbreviated magazine forms except as specified in Paragraph 9 of this Agreement. AUTHOR agrees to advise PUBLISHER of any such executions of rights prior to making a commitment for the sole purpose of confirming that there is no conflict.

17. This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of AUTHOR and the successors or assigns of PUBLISHER.

18. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

19. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: Oct 4, 2010

DATED: Oct 4, 2010

By: Paddy Calistro
Paddy Calistro for Angel City Press

By: [Redacted]
Robert Landau

Date: 03/25/11

Letter of Agreement between Frans Evenhuis and Angel City Press.

Project Title/Description: Design and production "Billboards of Rock and Roll". Maximum 240 pages, size TBD, 4/4 ink.

Schedule: Sketch _____ **Final Art:** _____

Fee for Rights Granted: All rights granted for \$3500.00. This fee is based on the client's original project specifications. Client additions or revisions to the scope may require additional costs. Final quotations will be updated at the time of change. Illustration and photographic rights must be negotiated separately with individual artists.

Terms

1. Reservation of Rights: All rights not expressly granted above are retained by the Designer, including any electronic rights or usage, and including, but not limited to, all rights in sketches, comps or other preliminary materials. Any use additional to that expressly granted above requires arrangement for payment of a separate fee. The cover design, is exempt and may be used in any and all media.

2. Client's Corrections: The client is responsible for making additional payments for all changes after the third round of layouts. These author's corrections are billed at the hourly rate of \$30.

3. Cancellation Fees: Cancellation fees are due based on the amount of work completed. Thirty percent (30%) of the final fee is due within 30 days of notification that for any reason the job is canceled or postponed after the initial sketch stage. Sixty percent (60%) of the final fee is due if the job is cancelled or postponed after the first round of layouts. Eighty percent (80%) is due after the second round of layouts. One hundred percent (100%) of the total fee is due despite cancellation or postponement of the job if the project has been completed. Upon cancellation all rights to the art revert to the Designer and all original art must be returned, including sketches, comps, or other preliminary materials.

4. Credits and Copies: A credit line reading " _____ " will be used. Client agrees to provide Designer with six (6) sample copies of any printed material.

5. Payment: Upon delivery of first sketch, Client will pay \$500. Remainder of payment for finished work is due upon acceptance, net thirty (30) days. The Client's right to use the work is conditioned upon receipt of payment within 30 days of acceptance, and upon Client's compliance with the terms of this agreement. Work in progress is discontinued until overdue payments are received. A two percent (2%) monthly service charge will be billed against late payments.

6. Additional Expenses: Client is responsible for reimbursing designer for all pre-approved out-of-pocket expenses (e.g deliveries & proofs) necessary to complete the project. If Client does not provide a courier/shipping number in the space provided below, shipping charges will be added to the final invoice. Courier/Shipping Acct number: _____

7. Service Charges: A service charge of 10% is added to all preapproved expenses advanced by Designer.

8. Permissions and Releases: The Client agrees to indemnify and hold the Designer harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses

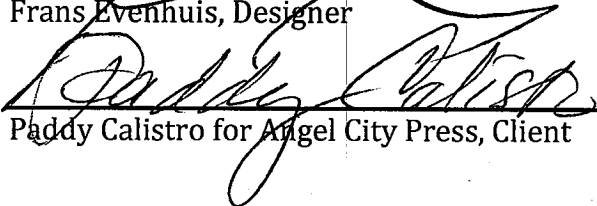
allowed pursuant to a permission or release.

9. Miscellany: This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding of the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize expenses or revisions orally. No terms attached to any check for payment under this Agreement can modify the Agreement except under an independent instrument in writing signed by both parties. Any dispute regarding this agreement shall be arbitrated in Los Angeles CA under the rules of the American Arbitration Association and the laws of California. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions. This Agreement shall be governed by the laws of the State of California and courts of such state shall have exclusive jurisdiction and venue.

Agreed:


Frans Evenhuis, Designer

06/21/12
(date)


Paddy Calistro for Angel City Press, Client

06/21/12
(date)



This AGREEMENT is entered into as of October 20, 2017, by ANGEL CITY PRESS, INC., of 2118 Wilshire Blvd., Suite 880, Santa Monica, California 90403 ("PUBLISHER") and ROBERT WINTER of [REDACTED] and ROBERT INMAN of [REDACTED] (together, "AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in Paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in Paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

2. The Book is described as follows: A book featuring history, commentary, and photographs related to Los Angeles architecture. The working title shall be *The Revised Gebhard and Winter Guide to Los Angeles Architecture*. The title may change by mutual agreement of PUBLISHER and AUTHOR

3. PUBLISHER agrees to pay to AUTHOR designees a royalty of ten percent (10%) of net revenues received from the sale of printed copies of the Book and thirty-five percent (35%) of net revenues for any electronic (excluding audio) versions of the Book (including electronic applications known as "apps").

Royalties will be paid to the following designees:

Eighty percent (80%) to Robert Inman at the address on page 1

Ten percent (10%) to Tara Byers at the following address:
Tyra Byers
[REDACTED]

Ten percent (10%) to
Ellen J. Gates Trust
c/o Lindsay Leonard
[REDACTED]

Zero percent (0%) to Robert Winter by his choice [REDACTED] (initialed by Robert Winter)

All royalties will be paid bi annually beginning December 2018 on the basis of cash received from net revenue of the Book adjusted for returns.

3a. "Net revenues," as used in this AGREEMENT, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, not to exceed FIFTEEN percent (15%) in the aggregate, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. PUBLISHER will notify AUTHOR before such deductions are made.



AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in Paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for audio or video selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), by any electronic medium or method now known or developed in the future, any sale shall be subject to AUTHOR's consent. In these specific cases of the aforementioned rights sales, parties will split the net revenue received by PUBLISHER as follows: eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER. With regard to the specific sale of rights for motion picture or television productions: AUTHOR retains all rights for the sale of motion picture or television productions (specifically including documentaries).

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

5. On February 1, 2018, AUTHOR, at their expense, shall deliver to PUBLISHER all images (in digital file form, with each individual image file labeled per the instruction of PUBLISHER) and a completed final hard copy of the manuscript with a coordinating electronic file of the manuscript. These data files of text and images shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agree to use their best efforts to put the manuscript in a form acceptable for publication, and agree that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work. On February 15, 2018, AUTHOR will provide electronic files suitable for printing a fully designed book with all captions in place.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book within thirty (30) days of receipt of the image and



manuscript files that will be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the Book elsewhere, with no remaining obligation to PUBLISHER.

6. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the name of AUTHOR.

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

7. AUTHOR agrees to offer first right of refusal to PUBLISHER for their next non-fiction work that is relevant to the history of Los Angeles or Hollywood.

8. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under PUBLISHER's insurance policy and any claims not covered by the insurance policy.

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this AGREEMENT on the part of the first party.

10. If AUTHOR fails to complete the Book, as described in Paragraph 5 of this AGREEMENT, except by written notice of deadline extension by PUBLISHER, all rights in and to the completed manuscript shall belong to AUTHOR.

11. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this AGREEMENT by AUTHOR, this AGREEMENT shall be terminated and all rights to the text shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this Paragraph shall not be counted as part of the twelve (12) month period specified in this Paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this AGREEMENT. If AUTHOR



chooses to terminate this AGREEMENT because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "Out of Print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this AGREEMENT shall terminate and all rights under this AGREEMENT shall revert to AUTHOR without further notice, subject to licenses previously granted. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale through normal retail channels in an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER. PUBLISHER must notify the AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

12. PUBLISHER will provide twenty (20) copies of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary books for rights grantors. In addition, AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book. No AUTHOR royalties, as defined in Paragraph 3 of this AGREEMENT will be paid to AUTHOR for copies of the Book purchased by AUTHOR. Copies of the Book purchased by AUTHOR are not to be sold in any venues that compete with the traditional sales venues of PUBLISHER.

13. This AGREEMENT will be binding upon and inure to the benefit of the heirs, executors or administrators of AUTHOR and the successors or assigns of PUBLISHER.

14. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this AGREEMENT, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this AGREEMENT, by mediation conducted at a location determined by the mediator in Los Angeles County, California, administered by and in accordance with the then existing laws of the State of California.

DATED: 11-1-2017 By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: 10/25/17 By: [Redacted]
Robert Winter / Author

DATED: 10/25/17 By: [Redacted]
Robert Inman, Author



RISI

PUBLISHING AGREEMENT

This Agreement is entered into as of June 8, 2011 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and STEVEN REA of [REDACTED] ("AUTHOR").

1. AUTHOR hereby grants to PUBLISHER an exclusive license under the copyright of the literary work described in paragraph 2 below (the "Book") including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the Book throughout the world in the English language and other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book has the working title: RIDES A BIKE: MOVIE STARS AND THEIR SELF-PROPELLED VEHICLES

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all copies of the Book that are sold.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns, beginning six months after the publication of the Book. PUBLISHER shall provide to AUTHOR a statement of Net Revenues from sale of all the editions and other exploitation and disposition of rights to the Books, and other credits and debits relating to the Books.

AUTHOR may act as a sales representative for ANGEL CITY PRESS to negotiate sales to the following clients: Urban Outfitters, Performance Bicycle Stores, Kate Spade stores, and Turner Movie Classics. Clients not named here may be added to the list by mutual agreement of AUTHOR and PUBLISHER. For each such sale, PUBLISHER will pay AUTHOR a sales commission of ten percent (10%) on the initial non-returnable sale and the first non-returnable reorder. PUBLISHER will retain sales commission on subsequent sales to each client. The sales commission paid to AUTHOR on the clients specified herein is in addition to the AUTHOR's royalty established above.

The AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Books during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in PUBLISHER's favor which amount to, at the time of such error, FIVE percent (5%) or more of the total sum paid to AUTHOR under this Agreement, in which case PUBLISHER shall contribute to the cost of the examination up to the lesser of the amount of the error determined as a result of the examination, or \$1,000.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting actual third party fees and commissions from distributors and/or sales representatives, not to exceed fifteen percent (15%) in the aggregate, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made.



4. PUBLISHER shall have the exclusive right to license the Book to other publishers outside of the United States for publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, not to exceed twenty percent (20%) in the aggregate, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. PUBLISHER shall not have the right of syndication and first and second magazine serialization without previous written consent of AUTHOR, and such consent shall not be unreasonably withheld by Author. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

Notwithstanding the foregoing, AUTHOR shall be entitled to approach magazines, newspapers and internet websites about publishing articles related to the Book for publicity purposes, provided that AUTHOR shall keep PUBLISHER fully informed of all endeavors in this regard and shall consult PUBLISHER prior to finalizing any arrangement with such magazine(s), newspaper(s), or Internet website(s). Any revenue shall be split FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER after first deducting any publicist and/or agent fees.

With respect to licensing of rights in the Book to third parties specifically for selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval, any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's written consent, which shall not be unreasonably withheld. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

Notwithstanding the points established in section 1 of this Agreement, in the event that PUBLISHER does not distribute an electronic edition of the Book through at least one (1) of the top three (3) electronic distribution platforms as determined by gross dollar sales within thirty (30) months of the initial release date of the first print edition, then such rights shall revert to AUTHOR, and AUTHOR shall be entitled to enter into agreements with electronic distributor(s) in AUTHOR's sole discretion, and any revenue received by AUTHOR from such distribution shall be split FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER, provided that AUTHOR may first deduct the cost of converting the Book to electronic platform if required by the electronic distributor(s).

AUTHOR specifically reserves all rights necessary for licensing rights from the Book for film and/or television and/or stage adaptation, and retains the right to negotiate and enter into such arrangements in AUTHOR'S sole discretion. Any revenue actually received by AUTHOR from such licensing activity shall be split SIXTY-FIVE percent (65%) to AUTHOR and THIRTY-FIVE percent (35%) to PUBLISHER after first deducting any agent fees/commissions not to exceed TEN percent (10%) in the aggregate.

PUBLISHER shall provide AUTHOR with copies of any licenses granted. PUBLISHER shall provide to AUTHOR at least FOUR (4) copies of the Book as it appears in all editions and translations outside of the United States.



6. On July 15, 2011, AUTHOR, shall deliver to PUBLISHER all text and images (in digital format suitable for four-color reproduction) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript for the Book in Word format. The disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book, specifically included will be picture captions for all images.

The parties agree that acceptance of the manuscript and photographs for publication shall rest in the sole discretion of PUBLISHER who shall not be unreasonable in its acceptance. AUTHOR shall cooperate with requests for changes and revisions, and agrees to use his reasonable best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER shall in good faith accept or reject the Book in writing within TEN (10) days of delivery of the completed manuscript. If rejected, the AUTHOR shall be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and furthermore, AUTHOR may retain the monies paid to AUTHOR, and PUBLISHER shall not be obligated to make any further payments hereunder.

AUTHOR shall have TWO (2) opportunities for review, change and approval of BOOK. PUBLISHER shall send the edited manuscript to AUTHOR for approval prior to it being made ready for page layout, and PUBLISHER shall send page layouts or other production materials to AUTHOR. In each case, AUTHOR may make requests for changes to such materials, provided such changes are delivered to PUBLISHER within SEVEN (7) days from receipt of edited manuscript or page layouts, but the final decision to implement these changes shall rest with PUBLISHER. All non-material changes, such as those changes based on proofreading shall not require AUTHOR approval.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by PUBLISHER at PUBLISHER's expense in the name of AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall both have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and all photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. AUTHOR indemnifies PUBLISHER against any such claims brought about by the publication of this book. AUTHOR agrees to pay any rights or licensing fees required for publication of all submitted photographs.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.



10. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, all rights in and to the idea and contents shall belong to AUTHOR. AUTHOR will reimburse to PUBLISHER advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Work as a result of AUTHOR's breach of this Agreement.

11. If PUBLISHER fails to publish the Book within TWELVE (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

PUBLISHER is not responsible for delays in publication of up to twelve (12) months caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death or prolonged illness of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve-month period specified in this paragraph. If PUBLISHER does not publish the Work, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Work within twelve months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be out of print in the United States of America and PUBLISHER fails to bring out a new edition within EIGHTEEN (18) months of PUBLISHER's receipt of written request from the AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in the catalog issued to the trade by PUBLISHER. The PUBLISHER must notify AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

12. PUBLISHER will provide to AUTHOR FIFTY (50) copies of the Book, at no charge, for AUTHOR's personal use and for distribution to his media contacts; for those books sent to media contacts, AUTHOR will supply list of names and addresses of recipients. AUTHOR will have the right to buy additional copies of the Book, not to be sold, at FIFTY percent (50%) discount from the cover price of the Book. No royalties will be paid for copies purchased by AUTHOR or provided to AUTHOR at no charge.

13. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of AUTHOR and the successors or assigns of PUBLISHER.

14. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: June 13, 2011

DATED: 6/8/11

By: Paddy Calistro
Paddy Calistro for Angel City Press

By: 
Steven Rea



PUBLISHING AGREEMENT

This Agreement is entered into as of May 16, 2012 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd., Suite 880, Santa Monica, CA 90403 ("PUBLISHER"), and LIBRARY FOUNDATION OF LOS ANGELES of 630 West Fifth Street, Los Angeles, CA 90071 ("FOUNDATION").

1. FOUNDATION hereby grants to PUBLISHER an exclusive license under the copyright of the literary work described in Paragraph 2 below (the "Book") including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the Book throughout the world in the English language and other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in Paragraph 4 below and the right permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book has the working title (subject to change by approval of both parties): SONGS IN THE KEY OF L.A. Pursuant to separate agreement with FOUNDATION, Joshua Kun shall be the editor of the Book, shall be entitled to author credit for the Book, and shall in coordination with FOUNDATION engage third party authors for contributions of text for the Book. Such third parties shall not be included as signatories to any contracts or other agreements between PUBLISHER and FOUNDATION, and PUBLISHER shall have no financial or other obligation to such third parties unless otherwise expressly agreed in writing to the contrary. FOUNDATION shall use reasonable efforts to ensure that such third parties have reasonable access to Los Angeles Public Library special collections of sheet music, photographs and other ephemera for which FOUNDATION holds license rights, and to make available images requested by the editor for inclusion in the Book at no charge.

3. PUBLISHER agrees to pay to FOUNDATION a royalty of TEN percent (10%) of Net Revenues for all copies of the Book that are sold.

All royalties will be paid quarterly on the basis of cash received from Net Revenue of the Book adjusted for returns, beginning six months after the publication of the Book. PUBLISHER shall provide to FOUNDATION a statement of Net Revenues from sale of all the editions and other exploitation or disposition of rights to the Book, and other credits and debits relating to the Book.

FOUNDATION may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book and related Net Revenues during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at FOUNDATION's expense unless errors of accounting are discovered in PUBLISHER's favor which amount to, at the time of such error, FIVE percent (5%) or more of the total sum paid to FOUNDATION under this Agreement, in which case PUBLISHER shall reimburse FOUNDATION for the cost of such examination.

3a. "Net Revenue," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of, or other exploitation or disposition of rights to, the Book, after deducting fees and commissions from distributors and/or sales representatives as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. FOUNDATION will be notified by PUBLISHER before such deductions are made.

3b. FOUNDATION agrees to purchase at least 500 copies of the Book upon its publication. Such copies will be purchased at a 60% discount from the retail price. It is understood that the retail price is planned to be \$50, which means the cost to FOUNDATION will not exceed \$20 per copy, for a total not to exceed \$10,000 for the 500 copies of the Book to be purchased. FOUNDATION shall pay PUBLISHER 50% of the total purchase price when the Book's electronic files, approved by both FOUNDATION and PUBLISHER, are sent to the printer, and the remaining 50% within ten (10) days after FOUNDATION's receipt of the printed Books so purchased by Foundation.

3.c It is understood that the finished Book will be customary, sized at 9"x12" with no more than 208 pages and no special enhancements. If FOUNDATION requests enhancements to these specifications or modifications to a



regular edition that would constitute a "special edition" (such as slip case, special binding, vellum inserts or other enhancements), thus increasing the production cost of each copy beyond what is customary, PUBLISHER will notify FOUNDATION of additional charges for approval of resulting price increase.

4. PUBLISHER shall have the exclusive right to license the Book to other publishers outside of the United States for publication rights in the English language and in all foreign languages, in volume form and such forms as defined in Paragraph 1, and the division of all Net Revenues received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to FOUNDATION and FIFTY percent (50%) to PUBLISHER.

With respect to Net Revenue derived from licensing of rights in the Book to third parties, PUBLISHER agrees to pay FOUNDATION FIFTY percent (50%) of all such Net Licensing Revenue actually received on a quarterly basis. These rights shall include: Book Clubs, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. PUBLISHER shall not have the right of syndication and first and second magazine serialization without previous consent of FOUNDATION, and such consent shall not be unreasonably withheld by FOUNDATION. "Net Licensing Revenue" shall mean all sums received from licensees and others engaged in exploitation of rights to the Book, less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the Book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties for specific categories of rights sales, any license or sale is subject to FOUNDATION's consent, which shall not be unreasonably withheld, and upon such consent the parties will split the Net Revenue received by PUBLISHER as follows: (a) for selections, abridgment, condensation or digest adaptation, enclosures with recorded music, textbook, computer and/or data storage transmission and retrieval, by any electronic medium or method now known or developed in the future, seventy-five percent (75%) to FOUNDATION and twenty-five percent (25%) to PUBLISHER, and (b) for motion picture, television, radio, stage, dramatic and musical rights throughout the world, eighty-five percent (85%) to FOUNDATION and fifteen percent (15%) to PUBLISHER.

PUBLISHER shall provide FOUNDATION with copies of any licenses granted. PUBLISHER shall provide to FOUNDATION at least FOUR (4) copies of the Book as it appears in all editions and translations outside of the United States.

Notwithstanding the grant set forth in Paragraph 1, the following rights are hereby expressly reserved to FOUNDATION: (a) commercial and merchandising rights throughout the world; and (b) any rights which revert to FOUNDATION pursuant to Paragraph 9 or 10 of this Agreement. Also, PUBLISHER agrees that any of the rights provided for in the first three subparagraphs of this Paragraph 4 that are not exercised, licensed or under active negotiation within three (3) years after PUBLISHER's first publication of the Book shall be subject to reversion upon FOUNDATION's written request.

5. By July 31, 2012, or such later date as the parties may mutually agree, FOUNDATION shall deliver to PUBLISHER all text and images (in digital format suitable for four-color reproduction) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript for the Book in Word format. The text of the Book, including captions, shall not exceed 30,000 words. The disk shall include any related material required in the opinion of both FOUNDATION and PUBLISHER for publication of the Book, specifically including picture captions for all images. FOUNDATION will submit images to PUBLISHER beginning in July, 2012, and all image submissions will be received by PUBLISHER no later than the date of submission of the Book manuscript.

The parties agree that acceptance of the manuscript and images for publication shall rest in the sole discretion of PUBLISHER who shall not be unreasonable in its acceptance. FOUNDATION shall cooperate with PUBLISHER's reasonable requests for changes and revisions, and agrees to use its best efforts to put the manuscript in a form reasonably acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised Book.

Subject to the FOUNDATION's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER shall in good faith accept or reject the Book in writing within TEN (10) days of delivery of the completed manuscript. If rejected, the FOUNDATION shall be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and furthermore, FOUNDATION may retain the monies paid to FOUNDATION, and PUBLISHER shall not be obligated to make any further payments hereunder.



FOUNDATION shall have TWO (2) opportunities for review, change and approval of BOOK. PUBLISHER shall send the edited manuscript to FOUNDATION for approval prior to it being made ready for page layout, and PUBLISHER shall send page layouts or other production materials to FOUNDATION. In each case, FOUNDATION may make requests for changes to such materials, provided such changes are delivered to PUBLISHER within TEN (10) days from receipt of edited manuscript or page layouts, but the final decision to implement these changes shall rest with PUBLISHER. All non-material changes, such as those changes based on copyediting and proofreading, shall not require FOUNDATION approval. PUBLISHER will have final approval of the design of the Book, but FOUNDATION will be consulted and its requests will be considered in good faith during the design process.

6. The parties agree that the copyright in the Book shall be registered with the Register of Copyrights by PUBLISHER at PUBLISHER's expense in the name of FOUNDATION. PUBLISHER agrees to print the proper copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and FOUNDATION shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof. Each party shall cooperate with the other party initiating any such action, at the initiating party's expense, in the pursuit of such action (including joinder in any litigation), and the initiating party shall be entitled to all recoveries obtained in connection with such action.

7. FOUNDATION warrants that the text, other than quoted material or as otherwise designated in the text, is original in all respects; that it does not disclose any information that FOUNDATION is bound to keep confidential; and that, to the best of FOUNDATION's knowledge, publication of the text and all images in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. FOUNDATION indemnifies PUBLISHER against any such claims brought about by the publication of the Book. FOUNDATION agrees to pay any rights or licensing fees required for publication of submitted images.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and FOUNDATION will be covered by the terms of this policy; any further coverage desired by FOUNDATION is the responsibility of FOUNDATION. The parties further agree that in the event of any claim that results in liability against PUBLISHER, FOUNDATION, or PUBLISHER and FOUNDATION jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy, except for copyright issues as covered in Paragraph 7 herein, for which FOUNDATION takes full responsibility.

8. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

9. If FOUNDATION fails to complete the Book, as described in Paragraph 6, for any reason, all rights in and to the idea and contents shall revert to FOUNDATION. FOUNDATION agrees that it will not license the rights to the Book to another publisher for a period of TWELVE (12) months after the dissolution of this Agreement based on FOUNDATION's failure to complete the Book.

10. If PUBLISHER fails to publish the Book within SEVEN (7) months after acceptance of the completed manuscript for any reason, other than breach of this Agreement by FOUNDATION, this Agreement shall be terminated and all rights in and to the Book shall revert to FOUNDATION with no additional remedies.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death or prolonged illness of officers of the board of PUBLISHER. Any such delays as may occur as described in this Paragraph shall not be counted as part of the twelve-month period specified in this Paragraph; provided, that if any such event of force majeure prevents PUBLISHER from publishing the BOOK for a period of THREE (3) or more months after the SEVEN (7)-month period provided for above, FOUNDATION shall have the right, but not the obligation, to terminate this Agreement. In addition, if PUBLISHER does not publish the Book, FOUNDATION shall have the right, but not the obligation, to terminate this Agreement. If FOUNDATION chooses to terminate this Agreement because PUBLISHER has failed to publish the Book as provided in this Paragraph 7, PUBLISHER will, upon written request, return all materials supplied by FOUNDATION to FOUNDATION, and all rights in and to the Book shall revert to FOUNDATION with no additional remedies.

Should the Book be out of print in the United States of America and PUBLISHER fails to bring out a new edition within EIGHTEEN (18) months of PUBLISHER's receipt of written request from the FOUNDATION to do so, then this



Agreement shall terminate and all rights under this Agreement shall revert to the FOUNDATION without further notice, subject to licenses previously granted. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in the catalog issued to the trade by PUBLISHER. The PUBLISHER must notify FOUNDATION in writing upon PUBLISHER's failure to keep the Book in print.

When PUBLISHER determines that demand for the Book is not sufficient to warrant its continued publication and sale, it may discontinue maintaining an inventory of the Book and may remainder all bound copies thereof; provided that prior to remaindering bound copies, PUBLISHER shall use reasonable efforts to notify FOUNDATION of the availability of such copies at such price and quantities as determined by PUBLISHER. FOUNDATION may purchase all or any portion of such copies upon written notice to PUBLISHER exercisable within TEN (10) days after receipt of PUBLISHER's notice.

11. In addition to the copies of the Book to be purchased by FOUNDATION pursuant to Paragraph 3.b, PUBLISHER will provide to FOUNDATION TWENTY (20) copies of the Book, at no charge, for FOUNDATION's distribution to the Book's editor and authors. In addition, FOUNDATION will have the right to buy additional copies, at no less than FIFTY percent (50%) discount from the cover price of the Book. No royalties will be paid for copies purchased by FOUNDATION pursuant to this Paragraph or Paragraph 3.b.

12. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of FOUNDATION and the successors or assigns of PUBLISHER.

13. Any controversy, dispute or claim of whatever nature arising out of, in connection with or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort or statute, shall be settled, at the request of either party to this Agreement, by mediation conducted at a location reasonably determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

14. If the parties' controversy, dispute or claim is not resolved within 60 days after initiation of the mediation process described in Paragraph 13 above, such controversy, dispute or claim shall be settled by arbitration, before one arbitrator, administered by the American Arbitration Association under its then current Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be a location reasonably determined by the arbitrator in Los Angeles County, California. The arbitrator shall apply the substantive law of the State of California, or federal law as interpreted by the U.S. federal courts of the Ninth Circuit, applicable to the claims asserted. The arbitrator shall determine how the administrative fees and arbitrator's compensation will be allocated between the parties, and in his or her discretion may award the prevailing party all or part of its costs and fees. For purposes of this provision, "costs and fees" means all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, stenographer, court costs, witness fees and reasonable attorneys' fees. Notwithstanding the foregoing, the parties specifically reserve the right to seek equitable relief from an appropriate court.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date set forth above.

DATED: May 16, 2012

DATED: May 16, 2012

By: Paddy Calistro
Paddy Calistro for Angel City Press

By: [Redacted Signature]
Ken Brecher for Library Foundation of Los Angeles



AGREEMENT

This Agreement is entered into as of September 1, 2004 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and BERNADINE CRUZ, DVM of [REDACTED] ("AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER during the full term of copyright and all extensions thereof an exclusive license in the copyright of the Work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and all other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book is described as follows: The Sex Life of Cats and Dogs

Topic: A veterinarian's answers to pet parents' most personal questions about their pets

Approximate length: 35,000 words with a minimum of 12 illustrations plus cover art

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues; and for all copies of the Book sold in the U.S.

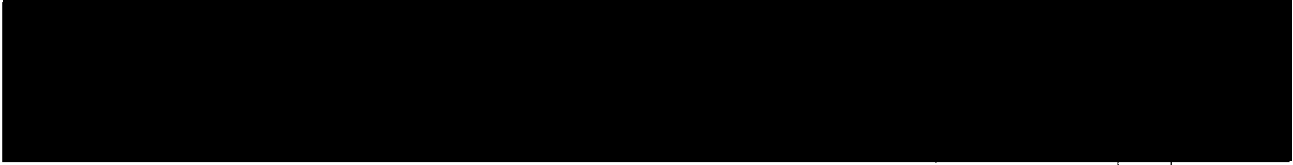
For all copies of the Book sold by the PUBLISHER outside the U.S., the PUBLISHER agrees to pay to AUTHOR a royalty based on TEN percent (10%) of the net revenues.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns. PUBLISHER will pay this royalty to AUTHOR not more than 30 days after receipt of funds for books sold.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made and the deductions will not be made without AUTHOR's written consent, which shall not be unreasonably withheld. The parties agree that deductions shall not exceed TWENTY percent (20%) of the revenue (unless those deductions are made due to the return of book by customers).

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, video cassette*, large print editions, library editions, deluxe editions, selections*, abridgment*, condensation*, digest adaptation*, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the case of Book Club, sales "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties. PUBLISHER will provide AUTHOR a complete accounting of deductions and no actual deductions will be made without AUTHOR's permission, which shall not be unreasonably withheld.
*(subject to AUTHOR's consent)



6. On OCTOBER 15, 2004 the AUTHOR, at her expense, shall deliver to the PUBLISHER a completed final hard copy of the manuscript and a coordinating electronic computer disk, plus all illustrations. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's reasonable good faith prior obligation to cooperate with the PUBLISHER with respect to requests for revisions, the PUBLISHER will accept or reject the Book within 14 days of receipt of the completed manuscript and illustrations. If rejected, the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's EXPENSE in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER shall have the right, in its discretion, to take any action necessary to prevent infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for the AUTHOR's next literary work and any revised editions of the Work specified in section 2 of this Agreement. The PUBLISHER agrees to finalize and execute a written contract with AUTHOR for work subject to first right of refusal within thirty (30) days, or AUTHOR shall be free to exploit the work elsewhere with no obligation to the PUBLISHER.

9. The AUTHOR warrants that the Book does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR indemnifies the PUBLISHER against any such claims brought about by the publication of Book.

PUBLISHER will purchase errors and omissions insurance, with limits and deductible reasonably compared to industry standards, at PUBLISHER's expense to be effective prior to publication of the Book.

PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, other than breach of this Agreement by PUBLISHER, all rights in and to the idea and contents shall belong to the AUTHOR. AUTHOR will reimburse to PUBLISHER any advances against royalties paid to AUTHOR by PUBLISHER.

12. If the PUBLISHER fails to publish the Book within eighteen months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies..

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If the PUBLISHER does not publish the Work, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print for a period in excess of one year, all rights thereto shall revert to AUTHOR. In such case, the AUTHOR shall grant PUBLISHER a royalty right in future printings and derivative works on the same terms enjoyed by AUTHOR under this Agreement.

13. The PUBLISHER will provide to FIFTY (50) copies of the Book at no charge for the AUTHOR's personal use. In addition, the AUTHOR will have the right to buy additional copies, at FIFTY percent (50%) discount from the cover price of the Book.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. Publisher may assign this Agreement, but only in its entirety. Author may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this Agreement. Except in the case of death of Author, Publisher must be notified by letter of any such assignment of net sums by Author. An original copy of that signed letter must be sent to Publisher.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the state of California

DATED: Sept 23, 2004 PUBLISHER

By: Paddy Calistro
Paddy Calistro

DATED: Sept 27, 2004 AUTHOR

Social Security NUMBER 

By: 
Bernadine Cruz DVM



This Agreement is entered into as of July 24, 2003 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and ERNEST MARQUEZ of [REDACTED] ("AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER during the full term of copyright and all extensions thereof an exclusive license in the copyright of the work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and all other languages, including the right to prepare, publish, distribute and/or sell specific derivative works thereof as listed in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or those specific derivative works.

2. The Book is described as follows: Santa Monica Beach

Topic: A history of Santa Monica Beach

Approximate length: as presented in book proposal provided by author

3. For all copies of the Book sold by the PUBLISHER, the PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns. Quarterly payments will be made within 30 days after the end of each calendar quarter.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Book, after deducting fees and commissions from distributors and/or sales representatives as well as product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and fees paid to collection agencies may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages in volume form and such forms as defined in paragraph 1, and the division of all money received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR, on a quarterly basis, FIFTY percent (50%) of all net licensing revenue actually received. These rights include: Book Clubs, first and second magazine serialization, motion picture, radio, television, video cassette, large print editions, library editions, deluxe editions, selections, abridgment, condensation, digest adaptation, textbook, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less reasonable costs (in the case of Book Club sales "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to any electronic medium or method now known or to be developed in the future, including, but not limited to, a CD-Rom version of or based upon the Book ("Electronic Work"), AUTHOR retains the right to develop, publish, distribute and otherwise exploit such Electronic Work. For all copies of the Electronic

■ 2118 WILSHIRE BOULEVARD #880 • SANTA MONICA • CALIFORNIA 90403 ■

■ PHONE 310.395.9982 ■ FAX 310.395.3353 ■ E-MAIL INFO@ANGELCITYPRESS.COM ■

Work sold by AUTHOR, the AUTHOR agrees to pay PUBLISHER a royalty of TEN percent (10%) of Net Revenues as defined in paragraph 3a herein.

6. On October 30, 2003, AUTHOR shall, at his expense, deliver to PUBLISHER all photographs (prints, transparencies or scans, scanned to the approval of both AUTHOR and PUBLISHER), a completed final hard copy of the manuscript and a coordinating electronic disk of the Book.

AUTHOR and PUBLISHER agree to cooperate with each other with respect to revisions in the manuscript, and/or the design and layout of the Book. AUTHOR agrees to use his best efforts to put the manuscript in a form acceptable for publication. However, AUTHOR agrees that compliance with any changes requested by PUBLISHER shall not constitute a promise of acceptance of the revised Book. The final form of the manuscript, and its acceptance for publication, shall rest in the sole discretion of PUBLISHER.

PUBLISHER agrees to accept or reject the Book by written notice within 45 days of receipt of the completed manuscript. If rejected, AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to Publisher.

7. The parties agree that the copyright in the Book shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's EXPENSE in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The AUTHOR and the PUBLISHER shall have the right, in their discretion, to take any action necessary to prevent infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for the AUTHOR's next literary work and any revised editions of the Book specified in section 2 of this Agreement.

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement.

11 If AUTHOR fails to complete the Book, as described in paragraph 6 all rights in and to the idea and contents shall belong to the AUTHOR. If AUTHOR fails to complete the Book, as described in paragraph 6 for any reason, other than breach of this Agreement by PUBLISHER, AUTHOR will reimburse to PUBLISHER any advances against royalties paid to AUTHOR by PUBLISHER.

12 If the PUBLISHER fails to publish the Book within eighteen months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, terrorist related activity, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If the PUBLISHER does not publish the Book, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print for a period in excess of one year, all rights thereto shall revert to AUTHOR. In such case, the AUTHOR shall grant PUBLISHER a royalty right in future printings and derivative works on the same terms enjoyed by AUTHOR under this Agreement.

13. The PUBLISHER will provide to twenty (20) copies of the Book at no charge for the AUTHOR's personal use. In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at fifty 50% discount from the cover price of the Book.

15. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. Publisher may assign this Agreement, but only in its entirety. Author may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this Agreement. Except in the case of death of Author, Publisher must be notified by letter of any such assignment of net sums by Author. An original copy of that signed letter must be sent to Publisher.

16. Any notice required under any provisions of this Agreement shall be in writing and deemed to have been properly given by delivery in person or by mailing to the address set forth above, or to such other address as may have been furnished by either party to the other.

17. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

DATED: Aug 29, 2003

PUBLISHER

By: Paddy Calistro
Paddy Calistro

DATED: Aug 22, 2003

AUTHOR

Social Security Number

By

Ernest Marquez



PUBLISHING AGREEMENT

This Publishing Agreement is entered into as of January 27, 2022 by Angel City Press, Inc., of 2118 Wilshire Blvd., Suite 880, Santa Monica, California 90403 ("PUBLISHER"), and Todd Lerew of [REDACTED] (herein referred to as "AUTHOR").

1. **The Book:** "The Book" is described as a non-fiction literary work with the working title: *The Great Los Angeles Small Museum Tour*. The final title of the Book will be determined by mutual agreement of the parties. The Book will be based on AUTHOR's submitted manuscript, which will include a maximum of 50,000 words and approximately 200 rights-cleared images.

2. **Grant of Rights:** AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including hardcover, softcover, and any form of electronic editions of the Book described in Section 1 throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in Section 3 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

3. **Licensing of Subsidiary Rights:** PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form, and in such forms as defined in Section 2, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses) shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER. PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all licensed editions and translations.

With respect to revenue derived from licensing of other printed publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a bi-annual basis. These rights are limited to foreign publications, graphic interpretations including but not limited to graphic novelization or comic books, book clubs, magazine serialization, large print editions, library editions, deluxe editions, and anthology publishing rights.

With respect to the sale of rights for audio, including but not limited to podcasts, motion picture, or television productions, the parties will share net licensing revenue as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

With respect to licensing of other rights in the Book to third parties for excerpts (whether printed or electronic), abridgment, condensation, digest adaptation, textbook, computer, and/or data storage transmission and retrieval, whether by any medium or method now known or developed in the future, parties will share the net revenue received by PUBLISHER as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

4. **Deliverables and Schedule:** On or before August 1, 2023, AUTHOR shall submit to the PUBLISHER the full original manuscript accompanying images (with captions and credit/clearance information) described in Section 1. A final hard copy of the text, including captions, will accompany the submission of the electronic file of that text, including captions. All images should be submitted in digital file form, with each individual image file labeled per the instruction of PUBLISHER and accompanied by documentation of the right to publish each image. AUTHOR will provide documentation signed by the rights holder, indicating that all rights have been cleared for reproduction of the image in all editions of the book, whether printed or electronic. AUTHOR is responsible for any fees related to rights



clearance for use of photographs and/or essays by contributors. These data files of text and images shall include any related material required in the opinion of PUBLISHER for publication of the Book.

The parties agree that acceptance of all text and images for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work by PUBLISHER. AUTHOR agrees to complete the information required by PUBLISHER to identify each image in the book, including its source and clearance for publication, and AUTHOR will attest to the accuracy of the photo credits they supply.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the original manuscript within THIRTY (30) days of receipt of the image and text files that may be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the original manuscript elsewhere, with no remaining obligation to PUBLISHER.

5. Failure by Author: If AUTHOR fails to complete and deliver to PUBLISHER the original manuscript as provided in Section 4 as a result of AUTHOR's breach of this Agreement, all rights in and to the submitted manuscript (text and images) shall belong to AUTHOR, subject only to reimbursement of the initial advance against royalties paid by PUBLISHER upon execution of this Agreement. If PUBLISHER is unable to complete the Book for publication for any reason attributable to AUTHOR, the rights in the edited work may be released, at PUBLISHER's discretion, upon AUTHOR's reimbursement to PUBLISHER of all advances against royalties paid to AUTHOR, as well as any out-of-pocket expenses, including but not limited to the costs of editing and graphic design of the work, incurred by PUBLISHER for the production of the Book.

6. Failure by Publisher: If PUBLISHER fails to publish the Book within twenty-four (24) months of acceptance of the edited manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the then edited work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, pandemics, strikes, work stoppage, loss of materials by other parties, supply-chain slowdowns, lack of cooperation by AUTHOR, or the prolonged illness or death of officers of PUBLISHER. The length of any such delay will be added to the specified twenty-four (24) month deadline, and PUBLISHER will have the right to establish a new publication date.

If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book per the extended deadline, except for breach of this Agreement by AUTHOR, PUBLISHER will, upon written request by AUTHOR, return all materials originally submitted per Section 4 to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER failed to bring out a new edition within twelve (12) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed as one off PUBLISHER's titles issued to the trade by PUBLISHER or its distributor(s).

7. Original Work: AUTHOR warrants that the original manuscript is original in all respects, other than quoted material and images that may have been published before but whose ownership rights are cleared for publication in the Book; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of



AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation.

AUTHOR indemnifies PUBLISHER against any copyright-infringement claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that, in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, shall share equally in the expense of any applicable deductible under PUBLISHER's insurance coverage and any claims not covered by the insurance policy.

8. Design, Layout, and Production: The PUBLISHER will determine the format, design, and layout of the book to best present the content to the book market and within the limitations of the manufacturing equipment and within acceptable production costs for the PUBLISHER. AUTHOR will review the stages of the layout and design and may make recommendations, and such recommendations will be considered by PUBLISHER. However, PUBLISHER retains the right to make all final decisions regarding the format, design, and layout.

9. Copyright Registration and Notice: The copyright in the Book shall be registered with the Register of Copyrights of the United States Copyright Office within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the name of AUTHOR. Copyright for individual photographs that appear in the book will be held by the photographer.

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall each have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

10. Revenue and Author Royalty: PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues for all printed copies of the Book that are sold and twenty-five percent (25%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps."

All royalties will be paid semiannually on the basis of cash received from net revenues of the Book adjusted for returns. Earnings will be calculated for periods ending June 30 and December 31 of each calendar year, and paid within thirty (30) days of each date of calculation.

10a. "Net revenues," as used in this AGREEMENT, refers to funds received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions paid to or withheld by distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. (In the specific case of book club sales, costs deducted include printing costs actually incurred by PUBLISHER.) PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are



discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the total amount paid to AUTHOR until that time, under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

12. Author Copies and Purchases: PUBLISHER will provide twenty of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary books to rights grantors. AUTHOR agrees not to sell complimentary copies of the book. AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book, plus applicable state sales tax, and shipping costs. AUTHOR agrees that these copies may not be made available for sale in competition with any sales channel of PUBLISHER. Author royalties, as defined in Section 10 of this AGREEMENT, will not be paid to AUTHOR for copies of the Book purchased by AUTHOR.

13. Follow-on Work: AUTHOR agrees to offer first right of refusal to PUBLISHER for the next nonfiction book proposal by AUTHOR that is relevant to the history of Los Angeles.

14. Indemnification: Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

15. Assignment: This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of AUTHOR and the successors or assigns of PUBLISHER. PUBLISHER may assign the Agreement, but only in its entirety. AUTHOR may assign any net sums due or to become due hereunder, but may not assign any rights or obligations of this Agreement. Except in the case of death of AUTHOR, PUBLISHER must be notified by letter of any such assignment of net sums by AUTHOR. In the case of the death of any of the parties known herein as AUTHOR, the heirs, executors, or administrators of his/her estate(s) must notify PUBLISHER.

16. Resolution of Dispute: Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by binding arbitration conducted at a location determined by the arbitrator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.



ANGEL CITY PRESS

DATED: 2/14/2022

By: Laddy Calisto
(PUBLISHER)

DATED: 1/27/22

By: 
(AUTHOR)

AGREEMENT

This Agreement is entered into as of September 12, 2003 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and MATT JAFFE of [REDACTED] AND TOM GAMACHE of [REDACTED] (jointly "AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER during the full term of copyright and all extensions thereof an exclusive license in the copyright of the work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and all other languages, including the right to prepare, publish, distribute and/or sell specific derivative works thereof as listed in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or those specific derivative works.

2. The Book is described as follows: Santa Monica Mountains

Topic: A history of the Santa Monica Mountains

Approximate length: 30,000 words and at least 75 images

3. For all copies of the Book sold by the PUBLISHER, the PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns. Quarterly payments will be made within (thirty) 30 days after the end of each calendar quarter.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Book, after deducting fees and commissions from distributors and/or sales representatives as well as product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and fees paid to collection agencies may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages in volume form and such forms as defined in paragraph 1, and the division of all money received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR, on a quarterly basis, FIFTY percent (50%) of all net licensing revenue actually received. These rights include: Book Clubs, first and second magazine serialization, motion picture, radio, television, video cassette, large print editions, library editions, deluxe editions, selections, abridgment, condensation, digest adaptation, textbook, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less reasonable costs (in the case of Book Club sales "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to any electronic medium or method now known or to be developed in the future, including, but not limited to, a CD-Rom version of or based upon the Book ("Electronic Work"), AUTHOR retains the right

to develop, publish, distribute and otherwise exploit such Electronic Work. For all copies of the Electronic Work sold by AUTHOR, the AUTHOR agrees to pay PUBLISHER a royalty of TEN percent (10%) of Net Revenues as defined in paragraph 3a herein.

6. On November 15, 2004 AUTHOR shall, at their expense, deliver to PUBLISHER all photographs (prints preferably, also acceptable are transparencies or scans, scanned to the approval of both AUTHOR and PUBLISHER), a completed final hard copy of the manuscript and a coordinating electronic disk of the Book.

AUTHOR and PUBLISHER agree to cooperate with each other with respect to revisions in the manuscript, and/or the design and layout of the Book. AUTHOR agrees to use their best efforts to put the manuscript in a form acceptable for publication. However, AUTHOR agrees that compliance with any changes requested by PUBLISHER shall not constitute a promise of acceptance of the revised Book. The final form of the manuscript, and its acceptance for publication, shall rest in the sole discretion of PUBLISHER.

PUBLISHER agrees to accept or reject the Book by written notice within thirty (30) days of receipt of the completed manuscript. If rejected, AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to Publisher.

7. The parties agree that the copyright in the Book shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's EXPENSE in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The AUTHOR and the PUBLISHER shall have the right, in their discretion, to take any action necessary to prevent infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR agrees to offer first right of refusal for a period of forty-five (45) days to the PUBLISHER for the AUTHOR's next literary work and any revised editions of the Book specified in section 2 of this Agreement.

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. AUTHOR agrees to obtain releases for any quoted material used in the book, except material in the public domain; unless a specific quote is requested by PUBLISHER.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement.

11 If AUTHOR fails to complete the Book, as described in paragraph 6 all rights in and to the idea and contents shall belong to the AUTHOR. If AUTHOR fails to complete the Book, as described in paragraph 6 for any reason, other than breach of this Agreement by PUBLISHER, AUTHOR will reimburse to PUBLISHER any advances against royalties paid to AUTHOR by PUBLISHER.

12 If the PUBLISHER fails to publish the Book within eighteen months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, terrorist related activity, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If the PUBLISHER does not publish the Book, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR. Similarly, the AUTHOR is not responsible for delays in photography caused by circumstances or events beyond their control, including, but not limited to, acts of God, terrorist related activity, or death of one of the pair named as AUTHOR in Paragraph 1.

Should the Book be out of print for a period in excess of one year, all rights thereto shall revert to AUTHOR. In such case, the AUTHOR shall grant PUBLISHER a royalty right in future printings and derivative works on the same terms enjoyed by AUTHOR under this Agreement.

13. The PUBLISHER will provide to forty (40) copies of the Book at no charge for the AUTHOR's personal use. In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at fifty 50% discount from the cover price of the Book.

15. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. Publisher may assign this Agreement, but only in its entirety. Author may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this Agreement. Except in the case of death of Author, Publisher must be notified by letter of any such assignment of net sums by Author. An original copy of that signed letter must be sent to Publisher.

16. Any notice required under any provisions of this Agreement shall be in writing and deemed to have been properly given by delivery in person or by mailing to the address set forth above, or to such other address as may have been furnished by either party to the other.

17. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

DATED: 7/06/04

PUBLISHER

By: Paddy Calistro
Paddy Calistro

DATED: 6/15/04

AUTHOR

Social Security Number

By: [Redacted]
Matt Jaffe

DATED: 6/15/04

AUTHOR

Social Security Number

By: [Redacted]
Tom Gamache



AGREEMENT

This Agreement is entered into as of May 1, 2007 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and SANTA MONICA PIER RESTORATION CORPORATION of [REDACTED] ("AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER, an exclusive license in the copyright of the Work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book Subject to payments as specified below.
2. The Book is described as follows: an illustrated history of the Santa Monica Pier of about 40,000 words with "4-color banner art" and black-and-white photographs.
3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all copies of the Work that are sold up to \$99,999, TWELVE AND A HALF percent (12.5%) when net revenues reach \$100,000 and FIFTEEN percent (15%) when net revenues reach \$250,000 and above.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made.

NOTE. Section 13 herein describes a special net revenue situation.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.



With respect to licensing of rights in the Book to third parties specifically for motion picture, radio, television, video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

The PUBLISHER shall provide AUTHOR with copies of any licenses granted within thirty (30) calendar days of granting such licenses. The PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

6. On May 1, 2008, the AUTHOR, at its expense, shall deliver to the PUBLISHER all text and images (in the form of scan or print) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use its best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith obligation to cooperate with the PUBLISHER with respect to written requests for revisions, the PUBLISHER will in good faith accept or reject the Book in writing within thirty (30) calendar days of delivery of the completed manuscript. If rejected, the AUTHOR retains all right, title and interest in the manuscript and coordinating materials and the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER, and furthermore, the AUTHOR may retain the monies paid to the AUTHOR, and the PUBLISHER shall not be obligated to make any further payments hereunder.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's EXPENSE in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER and the AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. For a period of five (5) years from the date of signing this Agreement, the AUTHOR agrees to offer first right of refusal to the PUBLISHER for any of his/her future text/photo projects. The PUBLISHER shall give written notice to the AUTHOR of its desire to exercise its right of first refusal within thirty (30) calendar

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days of notice of the future text/photo project, and the PUBLISHER shall have an exclusive negotiating period of sixty (60) calendar days thereafter (which may be mutually extended in writing by the parties) to enter into an agreement.

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR indemnifies the PUBLISHER against any such claims brought about by the publication of this book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book in the amount of \$1,000,000.00 (one million dollars). PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER related to the publication of the Book, the AUTHOR shall pay (if the fault of the AUTHOR), the PUBLISHER shall pay (if the fault of the PUBLISHER), or the PUBLISHER and the AUTHOR jointly shall share equally in the payment and expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy. BFL 11/3/08

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the other party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, all rights in and to the idea and contents shall belong to the AUTHOR. AUTHOR will reimburse to PUBLISHER advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Work as a result of AUTHOR's breach of this Agreement.

12. Assuming acceptance of the manuscript, time is of the essence in publishing the book because of the upcoming 100th Anniversary of the Pier. If the PUBLISHER fails to publish the Book within six (6) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated including but not limited to paragraphs 1, 3 and 4, and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the six (6) month period specified in this paragraph. If the PUBLISHER does not publish the Work within the time frames specified, the AUTHOR shall have the right, but not the obligation, to immediately terminate this Agreement. If the AUTHOR chooses to terminate this Agreement because the PUBLISHER has failed to publish the Work within six (6) months of acceptance of the completed manuscript, the PUBLISHER will, upon written request, immediately return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print in the United States of America and the PUBLISHER fails to bring out a new edition within six (6) months of the PUBLISHER's receipt of written request from the AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the AUTHOR without further notice, subject to licenses previously granted, Author shall continue to receive



applicable royalties. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by the PUBLISHER and listed in the catalog issued to the trade by the PUBLISHER. The PUBLISHER shall immediately notify the AUTHOR in writing if the PUBLISHER fails to keep the book in print.

13. Upon publication, the PUBLISHER will provide to AUTHOR forty (40) copies of the Book at no charge for the AUTHOR's personal use. In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at fifty percent (50%) discount from the cover price of the Book. AUTHOR agrees to purchase an initial order of five hundred (500) copies of the book at sixty percent (60%) discount from the suggested manufacturer's list price; after such an initial order, additional orders of two hundred (250) copies or more copies also will be sold at sixty (60%) discount. AUTHOR will be the direct representative for PUBLISHER for all sales of Book to businesses on the Santa Monica Pier, so net revenues for sales to businesses on the Santa Monica Pier will not be subject to sales commission.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by the AUTHOR.

16. Books and Records: (a) PUBLISHER shall keep, maintain and preserve (in PUBLISHER's principal place of business) for at least two (2) years following the conclusion of the term hereof, complete and accurate records of accounts including, without limitation, purchase orders, inventory records, invoices, correspondence, banking and financial and other records pertaining to the statements required to be submitted by PUBLISHER. Such records and accounts shall be available for inspection and audit at any time or times during or after the Term of this Agreement or any renewal(s) hereof (if applicable) during reasonable business hours and upon reasonable notice by AUTHOR or its nominees.

(b) If pursuant to its right hereunder AUTHOR causes an audit and inspection to be instituted which thereafter discloses a deficiency between the statements provided to Licensor and the statements provided and amounts actually credited to AUTHOR, then PUBLISHER shall, upon AUTHOR's demand, promptly pay the deficiency, together with interest thereon at the rate of 10% per annum (not to exceed the legal limit for interest established by the State of California) from the date such amount became due until the date of payment, and, if the deficiency is more than 5% of all royalties paid by PUBLISHER during the period covered by the audit, then PUBLISHER shall pay the reasonable costs and expenses of such audit and inspection.

17. Arbitration: Any controversy, dispute or claim arising out of or relating to this Agreement shall be resolved by arbitration, before an arbitrator license to practice law in California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Los Angeles County, California. The arbitration decision shall be final and binding upon the parties and may be entered as a judgment in any court of competent jurisdiction. The costs of arbitration shall be split equally between the parties. The prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in connection with the arbitration.

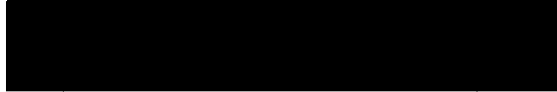
P2 1/02/96



18. Severability: Every provision of this Agreement is severable and if any term or provision of this Agreement is held to be illegal for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

19. Notices: Any notice shall be given in connection with this Agreement shall be in writing and shall be deemed to have been given if delivered personally, transmitted by fax or mailed, as follows:

To Author: Attn: Executive Director Ben Franz-Knight



To Publisher: Attn: Paddy Calistro
Angel City Press, Inc.
2118 Wilshire Blvd., Suite 880
Santa Monica, CA 90403

20. Entire Contract: This Agreement constitutes the entire understanding between the PUBLISHER and the AUTHOR, and it cannot be altered or modified except by a written agreement between the parties. Upon execution, the Agreement supersedes any prior understandings and agreements whether oral or written.

21. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

DATED: Jan 2, 2008

DATED: 1/3/08

By: Paddy Calistro
Paddy Calistro, Angel City Press

By: 
Author
SSN/tax ID# 



AGREEMENT

This Agreement is entered into as of September 15, 2014 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and TOM ZIMMERMAN of [REDACTED] ("AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER, an exclusive license in the copyright of the Work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book is described as follows: THE ELECTRIC NIGHT, a photographic study with text of historic neons of Los Angeles

3. PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues for all copies of the Work that are sold.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent(s)'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be fifty percent (50%) to the AUTHOR and fifty percent (50%) to the PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR fifty percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for motion picture, radio, television; video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER.

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PHONE 310.395.9982 • FAX 310.395.3353 • WWW.ANGELCITYPRESS.COM



The PUBLISHER shall provide AUTHOR with copies of any licenses granted. The PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

6. On or before, but no later than, October 1, 2014, the AUTHOR, at his expense, shall deliver to the PUBLISHER all text and images (in the form of scan or print) and a completed final hard copy of the manuscript and coordinating electronic computer files of the manuscript. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith obligation to cooperate with the PUBLISHER with respect to written requests for revisions, the PUBLISHER will in good faith accept or reject the Book in writing within ninety (90) days of delivery of the completed manuscript. If rejected, the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER, and furthermore, the AUTHOR may retain the monies paid to the AUTHOR, and the PUBLISHER shall not be obligated to make any further payments hereunder.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's expense in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER and the AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for any of his future text/photo projects about Southern California history.

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR indemnifies the PUBLISHER against any such claims brought about by the publication of this book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, all rights in and to the idea and contents shall belong to the AUTHOR. AUTHOR will reimburse to PUBLISHER advances against

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royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Work as a result of AUTHOR's breach of this Agreement.

12. If the PUBLISHER fails to publish the Book within eighteen (18) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, the extended illness or death of an officer of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If the PUBLISHER does not publish the Work, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement because the PUBLISHER has failed to publish the Work within eighteen months of acceptance of the completed manuscript, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print in the United States of America and the PUBLISHER fails to bring out a new edition within eighteen months of the PUBLISHER's receipt of written request from the AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be 'in print' only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by the PUBLISHER and listed in the catalog issued to the trade by the PUBLISHER. The PUBLISHER must notify the AUTHOR in writing upon the PUBLISHER's failure to keep the book in print.

13. The PUBLISHER will provide to AUTHOR twenty (20) copies of the Book at no charge for the AUTHOR's personal use. In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at fifty percent (50%) discount from the cover price of the Book.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by the AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the state of California.

DATED: September 16, 2014

By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: September 16, 2014

By: [Redacted Signature]
Tom Zimmerman, Author

AGREEMENT

This Agreement is entered into as of July 16, 2007 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and April Dammann of [REDACTED] ("AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

2. The Book is described as follows: A history of the early 20th century art world in Los Angeles in the context of the life of art dealer Earl Stendahl.

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all copies of the Work that are sold.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER.

With respect to revenue derived from licensing of publication rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for motion picture, radio, television, video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any

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electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: EIGHTY percent (80%) to AUTHOR and TWENTY percent (20%) to PUBLISHER.

The PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

6. On June 1, 2008 the AUTHOR, at her expense, shall deliver to the PUBLISHER all text and images (in the form of scan or print) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith obligation to cooperate with the PUBLISHER with respect to written requests for revisions, the PUBLISHER will in good faith accept or reject the Book in writing within forty-five (45) days of delivery of the completed manuscript. If rejected, the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER, and furthermore, the AUTHOR may retain the monies paid to the AUTHOR, and the PUBLISHER shall not be obligated to make any further payments hereunder.

7. The copyright in the Work shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's EXPENSE in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER and the AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for her next non-fiction work about Los Angeles.

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR indemnifies the PUBLISHER against any such claims brought about by the publication of this book.

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PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim regarding the book that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, all rights in and to the idea and contents shall belong to the AUTHOR. AUTHOR will reimburse to PUBLISHER advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Work as a result of AUTHOR's breach of this Agreement.

12. If the PUBLISHER fails to publish the Book within eighteen (18) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR.

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If the PUBLISHER does not publish the Work, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement because the PUBLISHER has failed to publish the Work within eighteen months of acceptance of the completed manuscript, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print in the United States of America and the PUBLISHER fails to bring out a new edition within eighteen months of the PUBLISHER's receipt of written request from the AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be 'in print' only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by the PUBLISHER and listed in the catalog issued to the trade by the PUBLISHER. The PUBLISHER must notify the AUTHOR in writing upon the PUBLISHER's failure to keep the book in print.

13. The PUBLISHER will provide to AUTHOR twenty (20) copies of the Book at no charge for the AUTHOR's personal use. In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at fifty percent (50%) discount from the cover price of the Book.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by the AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the state of California.

DATED: July 20, 2007

By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: July 18, 2007

SOCIAL SECURITY NUMBER [REDACTED]

By: [REDACTED]

April Dammann, Author

To - Paddy Calistro
Angel City Press
310 395 3353

From - Matt Morrison



This Agreement is entered into as of March 12, 2018 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd., Suite 880 Santa Monica, California 90403 ("PUBLISHER"), Patt Morrison of [REDACTED] ("AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book.

2. The Book is described as follows: A social history of the American Newspaper as told through text and images.

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all printed copies of the Book that are sold and TWENTY-FIVE percent (35%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps." All royalties will be paid twice a year on the basis of cash received from net revenue of the Book adjusted for returns; on or about June 30 and December 31, beginning no earlier than six (6) months after the publication of the Book.

3a. "Net revenues," as used in this Agreement, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, not to exceed FIFTEEN percent (15%) in the aggregate, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this Agreement, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for radio, video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: Eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER. With regard to the specific sale of rights for motion picture or television productions, the parties will split the revenue sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.



6. As of March 11, 2018, AUTHOR, at her expense, will have delivered to PUBLISHER all text and images (in the form of scan or print). AUTHOR will have cooperated with requests for changes and revisions and agreed to use her best efforts to put the manuscript in a form acceptable for publication. AUTHOR will have viewed the final electronic proof of the Book.

7. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense in the name of AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. AUTHOR agrees to offer first right of refusal to PUBLISHER for her next non-fiction work that is relevant to the history of Los Angeles.

9. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and images in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

10. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve (12) month period specified in this paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English



language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER. PUBLISHER must notify the AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

11. PUBLISHER will provide to AUTHOR twenty (20) copies of the Book at no charge for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies at fifty percent (50%) discount from the cover price of the Book.

12. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher.

13. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

14. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: _____

By: _____
Baddy Calistro for Angel City Press

DATED: 15 March 2018

By: _____
Patt Morrison (AUTHOR)



This Agreement is entered into as of June 24, 2016 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd., Suite 880 Santa Monica CA 90403 ("PUBLISHER"), Van Gordon Sauter of [REDACTED] Frans Evenhuis of FransCherie Design, [REDACTED] Robert Landau of [REDACTED] (together herein referred to as "AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book.

2. The Book is described as follows: A social history of the Sunset Strip told through text and images.

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all printed copies of the Book that are sold and TWENTY-FIVE percent (25%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps." All royalties will be paid twice a year on the basis of cash received from net revenue of the Book adjusted for returns; on or about June 30 and December 31.

3a. "Net revenues," as used in this Agreement, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, not to exceed FIFTEEN percent (15%) in the aggregate, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this Agreement, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for radio, video cassette, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: Eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER. With regard to the specific sale of rights for motion picture or television productions, the parties will split the revenue sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and



translations outside of the United States.

6. On August 30, 2016 AUTHOR, at their expense, shall deliver to PUBLISHER all text and images (in the form of scan or print) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book in writing within thirty (30) days of delivery of the completed manuscript. If rejected, AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and furthermore, AUTHOR may retain the monies paid to AUTHOR, and PUBLISHER shall not be obligated to make further payments hereunder.

7. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense in the name of AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. AUTHOR agrees to offer first right of refusal to PUBLISHER for either of their next non-fiction work that is relevant to the history of Los Angeles.

9. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

10. If AUTHOR fails to complete the Book, as described in paragraph 6, for any reason, all rights in and to the completed manuscript shall belong to AUTHOR. AUTHOR will reimburse PUBLISHER for advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Book as a result of AUTHOR's breach of this Agreement.



11. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve (12) month period specified in this paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER. PUBLISHER must notify the AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

12. PUBLISHER will provide to each AUTHOR 10 (10) copies of the Book at no charge for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies at fifty percent (50%) discount from the cover price of the Book.

13. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher.

14. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: 8-02-2016

By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: see attached pc

By: Van Gordon Sauter (AUTHOR)

DATED: 7/20/16

By: Robert Landau (AUTHOR)

DATED: 7/20/16

By: Frans Evenhuis (AUTHOR)



9. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

10. If AUTHOR fails to complete the Book, as described in paragraph 6, for any reason, all rights in and to the completed manuscript shall belong to AUTHOR. AUTHOR will reimburse PUBLISHER for advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Book as a result of AUTHOR's breach of this Agreement.

11. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve (12) month period specified in this paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER. PUBLISHER must notify the AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

12. PUBLISHER will provide to each AUTHOR 10 (10) copies of the Book at no charge for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies at fifty percent (50%) discount from the cover price of the Book.

13. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher.

14. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: 8-02-2016

By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: _____

By: _____

AGREEMENT

This Agreement is entered into as of June 1, 2001 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and GARY LEONARD of [REDACTED] and AMY INOUYE of [REDACTED] (jointly "AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER during the full term of copyright and all extensions thereof an exclusive license in the copyright of the Work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and all other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book is described as follows: a photography study of the construction of Disney Hall

Approximate length: approximately 150 pictures and introduction, photographer's biography and captions

3. For the first 6,000 copies of the Book sold by the PUBLISHER in the U.S., the PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues; and for all copies of the Book sold in the U.S. in excess of 6000 copies, the PUBLISHER agrees to pay to AUTHOR a royalty of FIFTEEN percent (15%) of the net revenues.

For all copies of the Book sold by the PUBLISHER outside the U.S., the PUBLISHER agrees to pay to AUTHOR a royalty based on TEN percent (10%) of the net revenues.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns. PUBLISHER will pay this royalty to AUTHOR not more than 30 days after receipt of funds for books sold.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s

commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, motion picture*, radio, television*, video cassette*, large print editions, library editions, deluxe editions, selections*, abridgment*, condensation*, digest adaptation*, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the case of Book Club, sales "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

*(subject to AUTHOR's consent)

5. The PUBLISHER shall pay the AUTHOR no (\$0) advance against royalties.

6. On June 23, 2003 the AUTHOR, at their expense, shall deliver to the PUBLISHER a completed final hard copy of the manuscript and a coordinating electronic computer disk of the Book. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's EXPENSE in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER shall have the right, in its discretion, to take any action necessary to prevent infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for the AUTHOR's next literary work and any revised editions of the Work specified in section 2 of this Agreement.

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR indemnifies the PUBLISHER against any such claims brought about by the publication of this book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim related to the Book that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, other than breach of this Agreement by PUBLISHER, all rights in and to the idea and contents shall belong to the AUTHOR. AUTHOR will reimburse to PUBLISHER any advances against royalties paid to AUTHOR by PUBLISHER.

12. If the PUBLISHER fails to publish the Book within eighteen months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies..

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If the PUBLISHER does not publish the Work, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print for a period in excess of one year, all rights thereto shall revert to AUTHOR. In such case, the AUTHOR shall grant PUBLISHER a royalty right in future printings and derivative works on the same terms enjoyed by AUTHOR under this Agreement.

13. The PUBLISHER will provide to twenty (20) copies of the Book at no charge for the AUTHOR's personal use (not for retail sale). In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at fifty 50% discount from the cover price of the Book.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. Publisher may assign this Agreement, but only in its entirety. Author may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this Agreement. Except in the case of death of Author, Publisher must be notified by letter of any such assignment of net sums by Author. An original copy of that signed letter must be sent to Publisher.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the state of California

DATED: July 9 2003 PUBLISHER

By: Paddy Calistro
Paddy Calistro

DATED: July 9, 2003 AUTHOR

TAX ID NUMBER [REDACTED]

By: [REDACTED]

Gary Leonard

DATED: July 9 2003 AUTHOR

TAX ID NUMBER [REDACTED]

By: [REDACTED]

Amy Inouye



This Agreement is entered into as of March 30th, 2021 by Angel City Press, Inc. of 2118 Wilshire Blvd., Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and Nikolai Blaumer of [REDACTED] and Benno Herz of [REDACTED] (herein referred to as "AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

2. The Book is described as follows: Working title: Thomas Mann's Los Angeles

3. PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues for all printed copies of the Book that are sold and twenty-five percent (25%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps."

All royalties will be paid bi-annually on the basis of cash received from net revenue of the Book adjusted for returns. Earnings will be calculated as of about June 30 and December 31 of each calendar year, and paid within thirty (30) days of each date of calculation. The first royalty calculation will be made six months after the publication of the Book.

3a. "Net revenues," as used in this AGREEMENT, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. (In the specific case of book club sales, costs deducted include printing costs actually incurred by PUBLISHER.) PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be fifty percent (50%) to AUTHOR and fifty percent (50%) to PUBLISHER.



With respect to revenue derived from licensing of other printed publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR fifty percent (50%) of all net licensing revenue actually received on a bi-annual basis. These rights are limited to foreign publications, book clubs, magazine serialization, large print editions, library editions, deluxe editions, syndication, and anthology publishing rights.

With respect to the sale of rights for audio, motion picture, or television productions, the parties will share net licensing revenue as follows: sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

With respect to licensing of other rights in the Book to third parties for radio, selections, abridgment, condensation, digest adaptation, textbook, computer, and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text, or any electronic medium or method now known or developed in the future, parties will share the net revenue received by PUBLISHER as follows: eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER.

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

5. The royalties shall be divided and paid as follows: 50% to Nikolai Blaumer, 50% to Benno Herz
Author initials: _____ Nikolai Blaumer _____ Benno Herz

6. On October 1, 2021, AUTHOR, at their expense, shall deliver to PUBLISHER all images (in digital file form, with each individual image file labeled per the instruction of PUBLISHER) and a completed final hard copy of the manuscript with a coordinating electronic file of the manuscript. These data files of text and images shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work. AUTHOR agrees to complete the information required in PUBLISHER's spreadsheet to identify images in the book, and will attest to the accuracy of the photo credits he lists in it. AUTHOR is responsible for any fees related to use of photographs and/or essays by contributors.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book within 5 (five) days of receipt of the image and manuscript files that will be used in the final design of the Book. If rejected by PUBLISHER, AUTHOR will be free to exploit the Book elsewhere, with no remaining obligation to PUBLISHER.

7. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense, in the name of AUTHOR.

PUBLISHER agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. AUTHOR agrees to offer first right of refusal to PUBLISHER for either of their next nonfiction work that is relevant to the history of Los Angeles.



9. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER agrees to purchase errors and omissions insurance coverage at its expense to be effective upon publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under PUBLISHER's insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Book, as described in paragraph 6, for any reason, all rights in and to the completed manuscript and images shall belong to AUTHOR. AUTHOR will reimburse PUBLISHER for advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Book as a result of AUTHOR's breach of this Agreement.

12. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God including, but not limited to, pandemics, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve (12) month period specified in this paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER.



13. PUBLISHER will provide twenty (20) copies of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary books to rights grantors. AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book. Author royalties, as defined in Paragraph 3 of this AGREEMENT, will not be paid to AUTHOR for copies of the Book purchased by AUTHOR. AUTHOR agrees that these copies not be made available for sale in competition with any sales channel of PUBLISHER.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of Author and the successors or assigns of Publisher.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: 4/10/2021

By: Paddy Calistro
Paddy Calistro for Angel City Press (PUBLISHER)

DATED: 4/6/2021

By: [REDACTED]
Nikolai Blaumer (AUTHOR)

DATED: 4/6/2021

By: [REDACTED]
Benno Herz (AUTHOR)



Angel City Press eBook Publishing Agreement

This Agreement is entered into as of September 26, 2012 (the "**Effective Date**") by and between two **Parties**: Angel City Press, with offices at 2118 Wilshire Blvd #880 Santa Monica, California 90403 ("**ACP**"), and Deanne Stillman, with an address of [REDACTED] ("**Author**"), also available at [REDACTED]

WHEREAS the Parties wish to publish the "**Works**" described on **Schedule A** attached hereto and made a part hereof in electronic or digital format and to exercise certain other rights in the Works; **NOW, THEREFORE**, in consideration of the premises and of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, intending to be bound, agree to the foregoing and as follows:

1. TERM

This Agreement shall commence upon the **Effective Date** and shall continue for a period of five (5) years from the first publication of any one of the Works as an "**eBook**" (as defined herein), which first publication as an eBook shall occur no later than six (6) months after the **Effective Date** (the "**Term**"). Should Author wish to grant rights similar to those granted in this Agreement with respect to any of the Works subsequent to the Term for such Works, Author grants, and ACP shall have, the right of first negotiation with respect thereto and Author shall use his/her best efforts to send such notice to ACP at least sixty (60) days before the end of such Term. If the Parties are unable to reach an agreement within sixty (60) days of receipt by ACP of such written notice notwithstanding good faith negotiations between them, Author shall thereafter have the right to negotiate with any third party without further obligation to ACP with respect thereto.

2. GRANT OF RIGHTS

- A. **Grant of Rights in the Works.** Author hereby grants to ACP during the Term the exclusive right and license:
- to reproduce, encode, encrypt, digitize, format, convert, transmit, display, store, publish, distribute, sell, license and otherwise exploit the Works or portions thereof as eBooks throughout the world (the "**Territory**") in the English language;
 - to publish, distribute, sell, license and otherwise exploit those Works identified on Schedule A as available for licensing and exploitation in electronic form, or portions thereof, in all editions and formats and by any means of electronic distribution now known or hereafter devised, throughout the Territory;
 - to create, publish, distribute, sell, license and otherwise exploit "**enhanced eBooks**" (as hereinafter defined) of the Works throughout the Territory in the English language, and to apply for copyrights on behalf of the author;
 - to license and otherwise exploit permission rights in the Works in any manner or format consistent with the rights granted under this Agreement, throughout the Territory in the English language; and
 - to market, advertise and promote the Works and to license the same throughout the world in any manner or media, whether now known or hereafter devised, and to use, or license the use of, excerpts of the Works in connection therewith. The term "**eBook**" shall mean the text of a Work and related materials accompanying such text made available in complete or, with Author's prior written

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approval, condensed or abridged form, by any means of digital, electronic or similar distribution or transmission, whether now known or hereafter devised, in a manner intended to make such text and related materials available primarily in visual form for reading. "**enhanced eBook**" shall mean digital or electronic products or services of a Work that are derived from a Work or portions thereof and shall incorporate text from a Work as well as enhancements thereto, such as additional materials or multimedia or interactive elements. The Author shall have prior written approval over any eBook of the Work, such approval not to be unreasonably withheld or delayed.

B. **Grant of Rights in Author Materials.** Author hereby grants to ACP during the Term the non-exclusive right and license throughout the Territory, to modify, reproduce, display, reference, record, show, distribute, use, license and otherwise exploit "**Author Materials**" (as hereinafter defined) or excerpts thereof, in any manner or media, whether now known or hereafter devised, in connection with the marketing, advertising and promotion of the Works under this Agreement. "**Author Materials**" shall mean the name, voice, approved likeness and photographs, approved biographical material and any other personal material of or relating to Author, such as letters or memorabilia, or any other materials **provided and approved by Author** to ACP hereunder. Author shall be responsible for third party rights, consents and licenses as may be necessary in connection with Author Materials or any other materials provided by Author hereunder, at his/her sole cost and expense.

C. **Grant of Rights in Multimedia Content.** Author hereby grants to ACP during the Term the exclusive right and license, to record, produce, or otherwise create audio and video footage and still photographs of, and other original content relating to Author and the Works as well as non-dramatic excerpts thereof (collectively, the "**Multimedia Content**") and to reproduce, distribute, use, license and otherwise exploit the same throughout the World in any manner or media, whether now known or hereafter devised in connection with the marketing, advertising and promotion of the Works under this Agreement. For the avoidance of doubt, ACP may incorporate such Author Materials and Multimedia Content as supplements to a Work (e.g., as so-called "front or back matter") and the inclusion of such supplements in a Work shall not be considered an Adapted Version of a Work. ACP shall be responsible for third party rights, consents and licenses as may be necessary in connection with Multimedia Content (other than Author Materials contained therein) or any other materials provided by ACP hereunder, at its sole cost and expense.

D. **Creation of the Works in each Format.** Author grants to ACP and its third party digital distributors the right during the Term to take such action as may be necessary to prepare the Works for exploitation in each format permitted by the terms of this Agreement, such as to format and convert the Works or portions thereof to enable the eBook thereof to be displayed and read using the functionality features available on any applicable electronic device or to include in any introductory or closing material, incidental music, connecting narrative passages, sound effects or other incidental elements. Such additional features or elements shall not be considered to create an eBook.

E. **Reservation of Rights; Copyright.** All rights not expressly granted to ACP in this Agreement are reserved to Author. Without limiting the foregoing, Author shall retain all right, title and interest in and to the Works and the Author Materials, including copyrights therein, subject only to the grant of rights herein. ACP shall include Author's copyright notice on the Works.

2.

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F. **Exclusivity.** During the Term, the Works shall be marketed, published, distributed and sold in electronic form, and, to the extent print rights are granted in this Agreement, in any print format, exclusively pursuant to the terms of this Agreement and, Author shall not individually or with any other person or entity, directly or indirectly, exploit the Works or any portion thereof, or any version of the Work, or any work or new edition containing substantially the same content, in any electronic, digital or similar format or manner, or where applicable in any print or audio format, whether now known or hereafter devised, with or without additional materials or multimedia or interactive elements, other than pursuant to the terms of this Agreement.

3. DELIVERY OF MATERIALS; MULTIMEDIA CONTENT

A. **Delivery of Materials.** Author has provided all materials necessary for the production of this work.

B. **Multimedia Content.** Author agrees to cooperate with ACP and make himself or herself reasonably available in connection with the production of the Multimedia Content relating to Author and the Works for use as contemplated in this Agreement.

4. PUBLICATION/MARKETING

A. **Publication of the Works.** ACP may publish the Works in such style, format and manner as may be determined by ACP consistent with the provisions of this Agreement, and all details of publication, including without limitation, format, manufacture, distribution, and pricing shall be determined by ACP in its sole business discretion. ACP intends to publish the Works first in eBook format and will distribute the Works as eBooks through third party distribution outlets selected by ACP in its sole business discretion. Such third party distribution outlets may include, but are not limited to, Amazon, Apple, barnesandnoble.com, and Sony Reader. In no event shall ACP be obligated to publish or continue to publish a Work which, in the judgment of its attorneys, may lead to legal liability. Nothing in this Agreement shall be deemed, however, to impose on ACP any duty of independent investigation or to relieve Author of any of the obligations assumed by Author under this Agreement, including without limitation, the ongoing validity of Author's representations and warranties.

B. **Marketing of the Works.** ACP shall market the Works using its multimedia marketing platform, which consists of ACP's proprietary e-marketing dashboard and tool set and "on-line marketers" who support on-line communications efforts such as using Author data and information and distributing it electronically to social networking sites and online information communities. Such e-marketing may also include short e-marketing digital videos, audio, and web-segments, marketing software apps and the like, the number and extent of such e-marketing services to be determined by ACP in its sole business discretion. ACP shall retain all right, title and interest in the technology, software and intellectual property rights associated with such marketing and all enhancements thereto as well as the Multimedia Content and all other original content and material created by ACP under this Agreement, including without limitation an original cover and any "front or back matter" for a Work.

C. **Promotion.** Author shall provide links from Author's website and social networking pages, such as Facebook and Twitter, if any, to the designated landing page(s) hosted by ACP to facilitate the marketing and promotion of the Works, and, only where appropriate, will request its print publisher to

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do the same. ACP may provide links on its website to Author's website and social networking pages, if any.

D. **Author Copies.** ACP will use best efforts to provide the Author with one (1) free downloadable copy of the eBook for each Work published by ACP upon publication thereof. If ACP publishes an audio edition of any of the works, ACP will provide Author with one (1) free copy of each such recording. No revenue shall be paid to Author on copies of the Work or portions thereof given away or sold to Author or given away to any third party for review or promotional purposes or sold at or below cost or damaged, remaindered or destroyed.

5. PAYMENTS

A. **Revenue Share.** ACP shall pay to Author a revenue share ("**Revenue Share**") equal to thirty five percent (35%) of the "**Direct Profits**" (as hereinafter defined) actually received by ACP from exploitation of all of the Works during the Term. "**Direct Profits**" shall mean the amount actually received by ACP from exploitation of the Works or portions thereof during the Term, minus any "**Direct Costs.**" As used herein, "**Direct Costs**" shall include:

- (i) the direct cost actually incurred by ACP for eBook digitization, formatting and conversion for each Work, capped at \$300.00 (Three Hundred Dollars USD);
- (ii) sales and use taxes, bank charges, commissions and other similar charges or fees actually incurred by ACP in the exploitation of the Works, limited to 10% of the retail price of the eBook; and
- (iii) any other direct costs mutually approved in writing by the Parties for inclusion as a Direct Cost, such as the costs of creating an enhanced eBook. The Parties specifically agree that costs in the nature of administration, accounting, standard e-marketing costs or overhead costs will not be considered Direct Costs.

B. **Pricing.** ACP will have the right to set the pricing for all Works, which pricing will generally be determined by ACP based on industry standards and market conditions. ACP, its marketing affiliates and third party digital distributors will further have the right to transmit/distribute a commercially reasonable number of Works or portions thereof without charge for purposes of review, sample, marketing, publicity and promotion.

6. ACCOUNTING

ACP shall be responsible for receiving all revenues from the publication, distribution, licensing and sale or other exploitation of the Works and for maintaining accurate books and records of such revenues and all deductions there from in accordance with ACP's regular accounting practices, delivering payment of the Revenue Share due Author within the agreed upon term at the end of each quarter. Upon receipt by Author of any statement under this Agreement, Author's representatives may, upon reasonable notice, and no more often than once in any twelve (12) month period, conduct an examination of ACP's records relating to the accounting of monies for the period covered by any such statement under this Agreement. If an error is discovered as a result of any such examination, the Party in whose favor the error was made shall promptly pay the amount of the error to the other Party. Any such examination shall be at Author's expense unless errors of accounting in ACP's favor amounting to five percent (5%) or more of the total sum paid to Author under this Agreement for the

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period being examined in such audit are found, in which event all reasonable examination expenses up to the cost of the error shall be at ACP's expense and ACP shall promptly pay such amount to Author.

7. COPYRIGHT PROTECTION

A. **Protection of the Works.** ACP will use its best business efforts to protect the Works against copying, including implementation of Digital Rights Management technology ("**DRM**") or requiring its third party digital distributors to use DRM in accordance with industry standards. ACP cannot, however, guarantee such protection against copying and shall not be deemed in breach or liable for failure to so protect the Works. Notwithstanding the foregoing, Author grants to ACP the right to sell or otherwise make the Works available itself or through third party distributors or vendors for special promotional purposes in digital or electronic form with or without DRM protection, such as at promotional events or in connection with special e-commerce promotions. ACP will not otherwise authorize the electronic distribution of the Works without DRM, except with the express prior written consent of Author.

B. **Third Party Copyright Infringement.** If ACP becomes aware that the copyright in any Work or any right granted to ACP in this Agreement is being infringed upon or violated during the Term of this Agreement for such Work, ACP may, at its own cost and expense, take such action, including without limitation legal action, in the Author's name if necessary, as may be necessary or appropriate to restrain such infringement and, where appropriate, to seek damages therefore.

If ACP acts within industry standards and makes its best effort to prevent Third Party copyright infringement, ACP shall not be liable to the Author for infringements resulting from third party circumvention of the rights management solutions in place. If ACP brings an action alone or jointly with Author, any money damages recovered shall first be applied toward repayment of any expenses incurred in bringing and maintaining the action and the balance shall be divided equally between Author and ACP. If ACP does not bring such action, the Author may do so in the Author's name and at the Author's sole cost and expense, and may retain all money damages recovered therefrom, subject only to reimbursement to ACP for any expense it may incur in connection therewith.

8. REPRESENTATIONS AND WARRANTIES

Author represents, warrants and covenants that:

- (i) Author has and will maintain the power and authority to enter into this Agreement, to grant the rights granted herein and to perform his/her obligations hereunder;
- (ii) Author is the sole and exclusive owner of all rights granted to ACP in this Agreement or has licensed the rights necessary to grant the rights herein, and has not assigned, pledged or otherwise encumbered the same,
- (iii) the Works are not in the public domain;
- (iv) the Works, the Author Materials and any other content provided by Author to ACP under this Agreement do not and shall not infringe any copyright or other intellectual property right or violate any right of privacy or any other personal or property right whatsoever of any third party or contain any libelous or scandalous matter or any matter otherwise contrary to any applicable laws;
- (v) if any of the Works are works of non-fiction, all statements asserted as facts therein are based on careful investigation and research for accuracy and any recipe, formula or instruction contained therein is accurate and not injurious to the user;
- (vi) the execution and performance of this Agreement will not constitute a breach or default under any contract or instrument to which Author is a party or by which he/she is bound; and

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(vii) Author is under no contractual or other obligation to any third party which would prevent or limit his/her performance of all obligations under this Agreement.

9. INDEMNITIES

A. **General.** Author will indemnify and hold harmless ACP and its directors, officers, shareholders, employees, representatives, licensees, distributors and agents from and against any third party claims, demands, liabilities, losses, damages, settlements, costs and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of or in connection with:

- (i) an alleged breach of a representation, warranty or covenant by Author; or
- (ii) an alleged breach by Author of his/her obligations under this Agreement.

B. **Indemnification Procedures.**

- i. The Parties will promptly notify each other in writing of any such claim, suit or proceeding for which ACP may seek indemnity, provided, however, that failure to provide such notice shall not relieve the Author of his/her liability or obligation hereunder, except to the extent of any material prejudice as a direct result of such failure.
- ii. ACP shall have the right to defend any claim made against ACP with counsel of its own selection. The Author shall fully cooperate with ACP in such defense and may join in such defense with counsel of the Author's selection at the Author's expense. ACP shall not enter into any settlement for which Author may be required to indemnify ACP hereunder, without the Author's written approval, which approval shall not be unreasonably withheld or delayed, provided however that if Author does not approve any such settlement which ACP wishes to accept, Author shall provide security in an amount reasonably acceptable to ACP to satisfy Author's indemnification obligations hereunder, including without limitation the further costs of defending the claim, judgments and penalties, in which event ACP shall not settle without the Author's written consent. If Author fails to provide such security to ACP's satisfaction, ACP may settle such claim on terms ACP deems advisable or continue the defense thereof, in ACP's discretion, and Author's indemnity shall be applicable in either event.

Notwithstanding the foregoing, ACP has the right at any time on its own behalf and at its own expense to settle any such claim, action or proceeding or any claim for which it may be required to indemnify Author hereunder, without the Author's consent.

- iii. If any such claim is made against ACP for which Author may be required to indemnify ACP hereunder, ACP may withhold all or a portion of amounts due the Author under this Agreement to cover the Author's obligations stated above. Any monies withheld will be first applied to satisfy the Author's obligation to indemnify ACP, and the balance remaining shall be promptly remitted to the Author after the disposition of the claim or after the claim has in ACP's reasonable good faith opinion been abandoned. If monies are withheld under this provision because a claim is made, but such claim does not result in a litigation within one year from the date on which the claim is first asserted, ACP shall release monies being withheld unless at such time ACP is either actively conducting settlement discussions relating to the claim or actively defending the claim by correspondence.

10. TERMINATION

A. **General.** Either Party may terminate this Agreement if the other Party fails to perform any of the material terms, conditions, agreements or covenants in this Agreement and such failure is not cured within sixty (60) days following receipt of a written notice from the non-breaching Party of such failure in reasonable detail.

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B. **Post Termination.** Upon termination or expiration of this Agreement consistent with its terms:

- (i) all rights granted under this Agreement shall terminate; and
- (ii) ACP shall, within forty- five (45) days after the end of the calendar quarter in which the termination or expiration occurred, issue a final accounting report together with a check for any amounts that may be due and owing Author under this Agreement. Notwithstanding the termination of this Agreement, Author acknowledges that ACP shall have the right to retain an electronic copy or permit third party distribution outlets to retain an electronic copy of each Work and any Multimedia Content or other content contained therein, including without limitation Author Materials, for the purpose of continuing to allow access thereto by customers who purchased the Work prior to termination.

11. GENERAL

C. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties. Neither Party to this Agreement may assign any of its rights or obligations under this Agreement except as expressly set forth herein. Author may assign the Author's right to receive payment under this Agreement with written notice to ACP. ACP may assign this Agreement to:

- (i) the surviving corporation in any merger or consolidation in which ACP is a constituent part;
- (ii) the purchaser in connection with the purchase of all or substantially all of the assets of ACP; or
- (iii) any parent, subsidiary or affiliated entity.

D. **Mediation. Choice of Law; Compliance with Laws.** Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of either Party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California. Selection of the mediator shall be conducted jointly by the Parties, in good faith. If selection of the mediator cannot be agreed upon, Parties shall determine selection via coin toss.

E. **Force Majeure.** Neither Party will be liable for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authority, acts of terrorism, fire, epidemic, flood, earthquake, riot, war, sabotage, labor shortage or dispute, failure of suppliers to perform or failures in supply chains, and governmental action, provided that the delayed Party uses its reasonable efforts to:

- (i) give the other Party written notice of such cause promptly; and
- (ii) correct such failure or delay in its performance.

F. **Independent Contractor.** The Parties agree that their relationship hereunder is that of independent contractors. Nothing in this Agreement or in the activities contemplated by the Parties pursuant to this Agreement shall be deemed to create an agency, partnership, employment or joint venture relationship between the Parties. Neither Party shall represent to any person or permit any person to act upon the belief that it has any such authority from the other Party. Neither Party's officers or employees, agents or contractors shall be deemed officers, employees, agents or contractors of the other Party for any purpose.

G. **Invalidity.** If any provision of this Agreement is held to be illegal, invalid or unenforceable

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under any present or future law,

(i) such provision will be fully severable;

(ii) in lieu of such illegal, invalid or unenforceable provision, there will be added as a part of this Agreement a suitable and equitable provision in order to carry out, so far as may be valid and enforceable, the intent, purpose and economic benefit of such illegal, invalid or unenforceable provision;

(iii) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and

(iv) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

H. Confidentiality of Business Terms. The Parties agree that the business terms of this Agreement are confidential in nature and that information relating to the business terms or conditions of this Agreement shall not be made known to any third party unless agreed upon in writing by both Parties in advance of any disclosure. The Parties agree that the existence of the relationship is not confidential.

I. Bankruptcy. In the event ACP files a petition in bankruptcy or is adjudicated bankrupt by a court of competent jurisdiction or seeks general protection against its creditors under any bankruptcy or insolvency law, this Agreement shall terminate automatically and all rights granted to ACP herein shall revert to Author.

J. Notices. Any notice, consent, or acknowledgment provided for or permitted to be given hereunder shall be in writing addressed to the other Party at the addresses set forth at the head of this Agreement or to such other address or addressee as either Party may from time to time designate to the other by written notice. All notices under this Agreement shall be given in writing by hand via messenger, overnight courier, confirmed facsimile or pdf transmission, or first class mail, certified, return receipt requested, to the addresses set forth above, or such other address as either Party may substitute by notice hereunder. Notwithstanding the foregoing, any consents or approvals required in writing under this Agreement may be given via email. All notices given in accordance with this section shall be deemed given on the date of receipt.

K. Waiver. No delay or omission by either Party hereto to exercise any right occurring upon any noncompliance or default by the other Party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained.

L. Survival. Provisions that by their content are intended to survive the performance, termination, or expiration of this Agreement shall survive the performance, termination, or expiration of this Agreement, including but not limited to, the confidentiality, representations and warranties and indemnification provisions of this Agreement.

M. Entire Agreement; Modifications; Headings. This Agreement, and the Recitals and Schedules, which are hereby integrated by this reference, constitute the entire understanding between the Parties with respect to the transactions contemplated herein and supersede all other agreements and understandings between the Parties. No modification of this Agreement shall be valid unless in writing

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and signed by both Parties. The titles and headings of the various articles and sections in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of this Agreement.

N. **Counterparts; Facsimile Signatures.** This Agreement may be executed in one or more duplicate originals, all of which together shall be deemed one and the same instrument. This Agreement shall be binding on the Parties through facsimile or PDF signatures, with originals to follow by regular mail or overnight courier.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

ACCEPTED AND AGREED

ACCEPTED AND AGREED Angel City Press

Name: **Deanne Stillman** Date:

Name: **Paddy Calistro** Date:

[Redacted Signature]

11/07/12

Paddy Calistro 12-5-12

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(E) indicates that a Work is available for eBook publication (A) indicates that a Work is available for audio publication

On a regular basis throughout the Term, additional Works may be added to this **Schedule A**, subject to the mutual agreement of the Parties, provided that, unless otherwise expressly agreed in writing between the Parties, the "Term" with regard to such additional Works shall commence on execution of a written amendment to this Schedule A containing such additional Works and shall continue for five (5) years from the first publication of any such additional Works as eBooks.

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AGREEMENT

This Agreement is entered into as of July 12, 2007 by ANGEL CITY PRESS, INC., of 2118 Wilshire Blvd., Suite 880, Santa Monica CA 90403 ("PUBLISHER") and Deanne Stillman of [REDACTED] ("AUTHOR").

1. AUTHOR hereby grants to PUBLISHER, an exclusive license in the copyright of the Work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the American English language only, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book is described as follows: Twentynine Palms: A True Story of Murder, Marines and the Mojave, a book written by AUTHOR which was previously published by William Morrow (in hardcover) and Perennial (in trade paperback).

3. PUBLISHER agrees to pay to the AUTHOR a royalty of TEN percent (10%) of net revenues for all copies of the Work that are sold.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before any such unusual deductions are made.

4. The PUBLISHER shall have the exclusive right to license publication rights in the American English edition only to other publishers, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER.

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PUBLISHER or licensees will not abridge, condense, digest or cause any alteration in the text from the AUTHOR's submitted text without AUTHOR's consent.

With respect to revenue derived from licensing of rights in the American English edition of the Book to third parties, the PUBLISHER agrees to pay the AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the American English edition of the Book to third parties specifically for selections, abridgment, condensation, digest adaptation, textbook, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER. AUTHOR retains the sole right to license rights in the Book to third parties specifically for motion picture, radio, television, dramatic, and video cassette. AUTHOR also retains the sole right to license right in the Book to third parties for computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, but it is understood that PUBLISHER has the right to release portions of the text, for promotional purposes only, by electronic means and for promotional publication by electronic means.

The PUBLISHER shall provide AUTHOR with copies of any licenses granted. The PUBLISHER shall also provide to AUTHOR three (3) copies of the Book as it appears in any licensed editions .

January 18, 2008

6. Prior to ~~August 25, 2007~~ the AUTHOR, at her expense, shall deliver to the PUBLISHER a completed final hard copy of the manuscript and a coordinating electronic computer disk of the Book reflecting the exact text as published in the Perennial trade paperback edition. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book, including a Foreword written by a third party selected by AUTHOR with Publisher's approval.

The parties in this Agreement agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's EXPENSE in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER and the AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for any revised editions of the Work specified in section 2 of this Agreement.

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9. The AUTHOR warrants that she has the right to license the copyright in the Book. AUTHOR also warrants that the Book, other than quoted material, is original in all respects, that it does not disclose any information that the AUTHOR is bound to keep confidential, and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR indemnifies the PUBLISHER against any such claims brought about by the publication of this book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, all rights in and to the idea and contents shall belong to the AUTHOR. AUTHOR will reimburse to PUBLISHER advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Work as a result of AUTHOR's breach of this Agreement.

12. If the PUBLISHER fails to publish the Book within six (6) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, unavoidable delays at the printing facility unrelated to PUBLISHER delivery of materials, acts of God, strikes, work stoppage, acts of terrorism, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the six-month period specified in this paragraph. If the PUBLISHER does not publish the Work, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement because the PUBLISHER has failed to publish the Work within six (6) months of acceptance of the completed manuscript, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print in the United States of America and the PUBLISHER fails to reprint the work within six months of the PUBLISHER's receipt of written request from the AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be 'in print' only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by the PUBLISHER and listed in the catalog issued to the trade by the PUBLISHER. The PUBLISHER must notify the AUTHOR in writing upon the PUBLISHER's failure to keep the book in print.

13. The PUBLISHER will provide to AUTHOR thirty (30) copies of the Book at no charge for the

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AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies, not to be resold to accounts or at specialized venues that are the jurisdiction of PUBLISHER, at sixty percent (60%) discount from the cover price of the Book in quantities of more than 10 books per order.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. No assignment of this Agreement shall be binding upon either of the parties hereto without the written consent of the other party.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by the AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the state of California.

DATED: 1/10/08

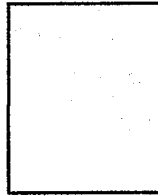
By: Paddy Calistro
Paddy Calistro for Angel City Press

DATED: 1/10/08

SOCIAL SECURITY NUMBER [REDACTED]

By: [REDACTED]

Deanne Stillman, Author



AGREEMENT

This Agreement is entered into as of August 1, 2013 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), William Bradley of [REDACTED] ("AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

2. The Book is described as follows: a text and visual history of Los Angeles.

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all printed copies of the Book that are sold and thirty-five percent (35%) of net revenues for any electronic versions of the Book, including electronic applications known as "apps".

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns.

3a. "Net revenues," as used in this Agreement, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, not to exceed FIFTEEN percent (15%) in the aggregate, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. AUTHOR will be notified by PUBLISHER before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this Agreement, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.

With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology

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publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for radio, video cassette, selections, abridgment, condensation, digest, adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: Eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER. With regard to the specific sale of rights for motion picture or television productions, the parties will split the revenue sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

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6. On October 1, 2013 AUTHOR, at his expense, shall deliver to PUBLISHER all text and images (in the form of scan or print) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book in writing within thirty (30) days of delivery of the completed manuscript. If rejected, AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and furthermore, AUTHOR may retain the monies paid to AUTHOR, and PUBLISHER shall not be obligated to make any further payments hereunder.

7. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense in the name of AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. AUTHOR agrees to offer first right of refusal to PUBLISHER for his next non-fiction work that is relevant to the history of Los Angeles or Hollywood.

9. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, tAUTHOR, or PUBLISHER

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and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Book, as described in paragraph 6, for any reason, all rights in and to the completed manuscript shall belong to AUTHOR. AUTHOR will reimburse PUBLISHER for advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Book as a result of AUTHOR's breach of this Agreement.

12. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve (12) month period specified in this paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER. PUBLISHER must notify the AUTHOR in writing upon PUBLISHER's failure to keep the book in print.

13. PUBLISHER will provide to AUTHOR twenty (20) copies of the Book at no charge for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies at fifty percent (50%) discount from the cover price of the Book.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: 8/17/2013

DATED: 8/12/2013

By: Paddy Calistro
Paddy Calistro for Angel City Press

By: [Redacted]
William Bradley, Author

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PHONE 310.395.9982 # FAX 310.395.3353 # WWW.ANGELCITYPRESS.COM

AGREEMENT

This Agreement is entered into as of November 11, 2003 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and Donald J. Waldie of [REDACTED] ("AUTHOR").

1. The AUTHOR hereby grants to PUBLISHER during the full term of copyright and all extensions thereof an exclusive license in the copyright of the work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and all other languages, including the right to prepare, publish, distribute and/or sell specific derivative works thereof as listed in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or those specific derivative works.

2. The Book is described as follows: Where We Are Now

Topic: Collected Works of D.J. Waldie

Approximate length: no fewer than 20 entries

3. For all copies of the Book sold by the PUBLISHER, the PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns. Quarterly payments will be made within 30 days after the end of each calendar quarter.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Book, after deducting fees and commissions from distributors and/or sales representatives as well as product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and fees paid to collection agencies may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages in volume form and such forms as defined in paragraph 1, and the division of all money received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR, on a quarterly basis, FIFTY percent (50%) of all net licensing revenue actually received. These rights include: Book Clubs, first and second magazine serialization, motion picture, radio, television, video cassette, CD or CD-ROM, large print editions, library editions, deluxe editions, selections, abridgment, condensation, digest adaptation, textbook, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less reasonable costs (in the case of Book Club sales "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

5. The PUBLISHER shall not pay the AUTHOR an advance against royalties.

6. On March 1, 2004, AUTHOR shall, at his expense, deliver to PUBLISHER a completed final hard copy of the manuscript and a coordinating electronic disk, plus the necessary releases indicating approvals from original publishers of the collected works.

AUTHOR and PUBLISHER agree to cooperate with each other with respect to revisions in the manuscript, and/or the design and layout of the Book. AUTHOR agrees to use his best efforts to put the manuscript in a form acceptable for publication. However, AUTHOR agrees that compliance with any changes requested by PUBLISHER shall not constitute a promise of acceptance of the revised Book. The final form of the manuscript, and its acceptance for publication, shall rest in the sole discretion of PUBLISHER.

PUBLISHER agrees to accept or reject the Book by written notice within 30 days of receipt of the completed manuscript. If rejected, AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to Publisher.

7. The parties agree that the copyright in the Book shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's EXPENSE in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The AUTHOR and the PUBLISHER shall have the right, in their discretion, to take any action necessary to prevent infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for the AUTHOR's next literary work and any revised editions of the Book specified in section 2 of this Agreement.

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement.

11 If AUTHOR fails to complete the Book, as described in paragraph 6 all rights in and to the idea and contents shall belong to the AUTHOR. If AUTHOR fails to complete the Book, as described in paragraph 6 for any reason, other than breach of this Agreement by PUBLISHER, AUTHOR will reimburse to PUBLISHER any advances against royalties paid to AUTHOR by PUBLISHER.

12 If the PUBLISHER fails to publish the Book within eighteen months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, terrorist related activity, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If the PUBLISHER does not publish the Book, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print for a period in excess of one year, all rights thereto shall revert to AUTHOR. In such case, the AUTHOR shall grant PUBLISHER a royalty right in future printings and derivative works on the same terms enjoyed by AUTHOR under this Agreement.

6. On March 1, 2004, AUTHOR shall, at his expense, deliver to PUBLISHER a completed final hard copy of the manuscript and a coordinating electronic disk, plus the necessary releases indicating approvals from original publishers of the collected works.

AUTHOR and PUBLISHER agree to cooperate with each other with respect to revisions in the manuscript, and/or the design and layout of the Book. AUTHOR agrees to use his best efforts to put the manuscript in a form acceptable for publication. However, AUTHOR agrees that compliance with any changes requested by PUBLISHER shall not constitute a promise of acceptance of the revised Book. The final form of the manuscript, and its acceptance for publication, shall rest in the sole discretion of PUBLISHER.

PUBLISHER agrees to accept or reject the Book by written notice within 30 days of receipt of the completed manuscript. If rejected, AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to Publisher.

7. The parties agree that the copyright in the Book shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's EXPENSE in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The AUTHOR and the PUBLISHER shall have the right, in their discretion, to take any action necessary to prevent infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for the AUTHOR's next literary work and any revised editions of the Book specified in section 2 of this Agreement.

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement.

11 If AUTHOR fails to complete the Book, as described in paragraph 6 all rights in and to the idea and contents shall belong to the AUTHOR. If AUTHOR fails to complete the Book, as described in paragraph 6 for any reason, other than breach of this Agreement by PUBLISHER, AUTHOR will reimburse to PUBLISHER any advances against royalties paid to AUTHOR by PUBLISHER.

12 If the PUBLISHER fails to publish the Book within eighteen months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies.

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, terrorist related activity, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If the PUBLISHER does not publish the Book, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print for a period in excess of one year, all rights thereto shall revert to AUTHOR. In such case, the AUTHOR shall grant PUBLISHER a royalty right in future printings and derivative works on the same terms enjoyed by AUTHOR under this Agreement.

13. PUBLISHER will provide to fifty (50) copies of the Book at no charge for the AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies at fifty 50% discount from the cover price of the Book. These books may be sold by AUTHOR as "back of the room" sales at speaking engagement arranged by AUTHOR

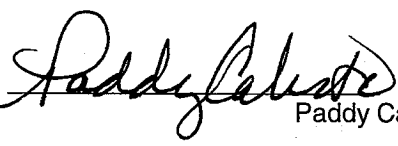
15. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. Publisher may assign this Agreement, but only in its entirety. Author may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this Agreement. Except in the case of death of Author, Publisher must be notified by letter of any such assignment of net sums by Author. An original copy of that signed letter must be sent to Publisher.

16. Any notice required under any provisions of this Agreement shall be in writing and deemed to have been properly given by delivery in person or by mailing to the address set forth above, or to such other address as may have been furnished by either party to the other.

17. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

DATED: _____

PUBLISHER

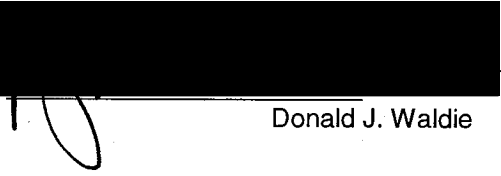
By: 

Paddy Calistro

DATED: 09/14/09

AUTHOR

Social Security Number 

By: 

Donald J. Waldie

AGREEMENT

This Agreement is entered into as of February 7, 2005 by ANGEL CITY PRESS, INC. of 2118 Wilshire Blvd. Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and Kevin Roderick of [REDACTED]

[REDACTED], and J. Eric Lynxwiler, of [REDACTED] (jointly "AUTHOR").

1. The AUTHOR asserts that they have the right to enter into this Agreement and hereby grant to PUBLISHER during the full term of copyright and all extensions thereof an exclusive license in the copyright of the Work, including, but not limited to, the exclusive right to print, publish, distribute and/or sell all editions of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and all other languages, including the right to prepare, publish, distribute and/or sell derivative works thereof as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book and/or derivative works.

2. The Book is described as follows: Wilshire Boulevard, Grand Concourse of Los Angeles By Kevin Roderick with research by J. Eric Lynxwiler

Topic: a history of Wilshire Boulevard with at least 175 images.

3. PUBLISHER agrees to pay to AUTHOR a royalty of ten percent (10%) of net revenues; and for all copies of the Book sold in the U.S. divided equally between the parties listed as Author.

For all copies of the Book sold by the PUBLISHER outside the U.S., the PUBLISHER agrees to pay to AUTHOR a royalty based on TEN percent (10%) of the net revenues.

All royalties will be paid quarterly on the basis of cash received from net revenue of the Book adjusted for returns.

3a. "Net revenues," as used in this Agreement, refers to money actually received by PUBLISHER for the sale of copies of the Work, after deducting fees and commissions from distributors and/or sales representatives as well as product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Work. AUTHOR will be notified by PUBLISHER before such deductions are made.

4. The PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges) paid for licenses shall be FIFTY percent (50%) to the AUTHOR and FIFTY percent (50%) to the PUBLISHER.

With respect to revenue derived from licensing of rights in the Book to third parties, the PUBLISHER agrees to pay the AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights shall include: Book Clubs, first and second magazine serialization, motion picture*, radio, television*, video cassette*, large print editions, library editions, deluxe editions, selections*, abridgment*, condensation*, digest adaptation*, textbook, computer and/or data storage transmission and retrieval, whether by disc, cassette, teletext, video text or any electronic medium or method now known or developed in the future, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the case of Book Club, sales "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

*(subject to AUTHOR's consent)

[REDACTED]

6. On April 1, 2005 the AUTHOR shall deliver to the PUBLISHER all photographs (either color or black and white prints, transparencies or scans at no less than 300 dpi, scanned to the approval of both AUTHOR and PUBLISHER) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the Book. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of the PUBLISHER. The AUTHOR shall cooperate with requests for changes and revisions, agrees to use his best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to the AUTHOR's good faith prior obligation to cooperate with the PUBLISHER with respect to requests for revisions, the PUBLISHER will accept or reject the Book within 45 days of receipt of the completed manuscript. If rejected, the AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to the PUBLISHER.

7. The parties agree that the copyright in the Work shall be registered with the Register of Copyrights by the PUBLISHER at the PUBLISHER's EXPENSE in the name of the AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the work, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by the PUBLISHER. The PUBLISHER shall have the right, in its discretion, to take any action necessary to prevent infringement of the copyright in the Book and all renewals thereof.

8. The AUTHOR agrees to offer first right of refusal to the PUBLISHER for the AUTHOR's next literary work and any revised editions of the Work specified in section 2 of this Agreement.

9. The AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that the AUTHOR is bound to keep confidential; and that, to the best of the AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation. The AUTHOR indemnifies the PUBLISHER against any such claims brought about by the publication of this book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by the AUTHOR is the responsibility of the AUTHOR. The parties further agree that in the event of any claim that results in liability against the PUBLISHER, the AUTHOR, or the PUBLISHER and the AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Work, as described in paragraph 6, for any reason, other than breach of this Agreement by PUBLISHER, all rights in and to the idea and contents shall belong to the AUTHOR. AUTHOR will reimburse to PUBLISHER any advances against royalties paid to AUTHOR by PUBLISHER.

12. If the PUBLISHER fails to publish the Book within eighteen months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Book shall belong to AUTHOR with no additional remedies..

The PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties or the death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the eighteen month period specified in this paragraph. If the PUBLISHER does not publish the Work, the AUTHOR shall have the right, but not the obligation, to terminate this agreement. If the AUTHOR chooses to terminate this Agreement, the PUBLISHER will, upon written request, return all materials supplied by the AUTHOR to the AUTHOR.

Should the Book be out of print for a period in excess of one year, all rights thereto shall revert to AUTHOR. In such case, the AUTHOR shall grant PUBLISHER a royalty right in future printings and derivative works on the same terms enjoyed by AUTHOR under this Agreement.

13. The PUBLISHER will provide to AUTHOR fifty (50) copies of the Book at no charge for the

AUTHOR's personal use, not for resale. These copies will be divided twenty-five (25) to Roderick and twenty-five (25) to Lynwier. In addition, the AUTHOR will have the right to buy additional copies, not to be sold, at fifty percent (50%) discount from the cover price of the Book.

14. This Agreement will be binding upon and inure to the benefit of the heirs, executors or administrators of Author and the successors or assigns of Publisher. Publisher may assign this Agreement, but only in its entirety. Author may assign any net sums due or to become due hereunder, but may not assign any other rights or obligations of this Agreement. Except in the case of death of Author, Publisher must be notified by letter of any such assignment of net sums by Author. An original copy of that signed letter must be sent to Publisher.

15. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the state of California.

DATED: 2-21-05

PUBLISHER

By: Paddy Calistro
Paddy Calistro

DATED: 2-16-2005

TAX ID NUMBER

By:

Kevin Roderick

TAX ID NUMBER

By:

J. Eric

Lynxwiler



This Agreement is entered into as of 6/26/219 by Angel City Press, Inc. of 2118 Wilshire Blvd., Suite 880 Santa Monica CA 90403 ("PUBLISHER"), and Janna Ireland of [REDACTED] (herein referred to as "AUTHOR").

1. AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including electronic editions, of the literary work ("Book") described in paragraph 2 below, throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in paragraph 4 below and the right to permit others to print, publish, distribute and/or sell the Book.

2. The Book is described as follows: Working title: *Paul R. Williams*

3. PUBLISHER agrees to pay to AUTHOR a royalty of TEN percent (10%) of net revenues for all printed copies of the Book that are sold and TWENTY-FIVE percent (25%) of net revenues for any electronic versions of the Book or based on the Book, including electronic applications known as "apps." All royalties will be paid twice a year on the basis of cash received from net revenue of the Book adjusted for returns; on or about June 30 and December 31.

3a. "Net revenues," as used in this Agreement, refers to money received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions from distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by PUBLISHER for sale of copies of the Book. PUBLISHER will notify AUTHOR before such deductions are made.

[REDACTED]

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the amount paid to AUTHOR under this Agreement, in which case PUBLISHER shall pay the entire cost of the examination.

4. PUBLISHER shall have the exclusive right to license to other publishers outside of the United States publication rights in the English language and in all foreign languages, in volume form and such forms as defined in paragraph 1, and the division of all monies received for such licenses (net of agent[s]'s commissions, foreign governmental taxes, and foreign exchange charges paid for licenses), shall be FIFTY percent (50%) to AUTHOR and FIFTY percent (50%) to PUBLISHER.



With respect to revenue derived from licensing of publication rights in the Book to third parties, PUBLISHER agrees to pay AUTHOR FIFTY percent (50%) of all net licensing revenue actually received on a quarterly basis. These rights are limited to: Foreign publications, Book Clubs, first and second magazine serialization, large print editions, library editions, deluxe editions, syndication and anthology publishing rights. "Net licensing revenue" shall mean all sums received from licensee less all reasonable costs (in the specific case of Book Club sales only, "reasonable costs" shall include the printing cost of the book) actually incurred by PUBLISHER pursuant to the licensing of such publication rights to third parties.

With respect to licensing of rights in the Book to third parties specifically for radio, selections, abridgment, condensation, digest adaptation, textbook, computer and/or data storage transmission and retrieval (not including electronic books produced by PUBLISHER), whether by disc, video text, or any electronic medium or method now known or developed in the future, any sale is subject to AUTHOR's consent. In these specific cases of rights sales, parties will split the net revenue received by PUBLISHER as follows: Eighty percent (80%) to AUTHOR and twenty percent (20%) to PUBLISHER. With regard to the specific sale of rights for motion picture or television productions, the parties will split the revenue sixty percent (60%) to AUTHOR and forty percent (40%) to PUBLISHER.

PUBLISHER shall provide to AUTHOR at least three (3) copies of the Book as it appears in all editions and translations outside of the United States.

6. On February 7, 2020, AUTHOR, at her expense, shall deliver to PUBLISHER all text and images (in the form of scan or print) and a completed final hard copy of the manuscript and a coordinating electronic computer disk of the manuscript. That disk shall include any related material required in the opinion of both AUTHOR and PUBLISHER for publication of the Book. The parties agree that acceptance of the manuscript for publication shall rest in the sole discretion of PUBLISHER, not to be unreasonably withheld. AUTHOR shall cooperate with requests for changes and revisions, agrees to use her best efforts to put the manuscript in a form acceptable for publication, and agrees that compliance with PUBLISHER's requests shall not be deemed to constitute a promise of acceptance of the revised work.

Subject to AUTHOR's good faith obligation to cooperate with PUBLISHER with respect to written requests for revisions, PUBLISHER will in good faith accept or reject the Book in writing within thirty (30) days of delivery of the completed manuscript. If rejected, AUTHOR will be free to exploit the Book elsewhere with no remaining obligation to PUBLISHER, and furthermore, AUTHOR may retain the monies paid to AUTHOR, and PUBLISHER shall not be obligated to make further payments hereunder.

7. The copyright in the Book shall be registered with the Register of Copyrights within ninety (90) days of publication of the first edition of the Book by PUBLISHER at PUBLISHER's expense in the name of AUTHOR. PUBLISHER agrees to print the proper copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for all subsidiary interests licensed by PUBLISHER. PUBLISHER and AUTHOR shall jointly have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

8. AUTHOR agrees to offer first right of refusal to PUBLISHER for either of her next non-fiction work that is relevant to the history of Los Angeles. "PUBLISHER will have three [3] months to offer a contract for the book or pass on the project.

9. AUTHOR warrants that the Book, other than quoted material, is original in all respects; that it does not disclose any information that AUTHOR is bound to keep confidential; and that, to the best of AUTHOR's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation,



invasion of privacy rights of others, or violate any law or regulation. The AUTHOR will provide proof of official rights clearance for all images. AUTHOR indemnifies PUBLISHER against any claims brought about by the publication of this Book.

PUBLISHER will purchase errors and omissions insurance at its expense to be effective prior to publication of the Book. PUBLISHER and AUTHOR will be covered by the terms of this policy; any further coverage desired by AUTHOR is the responsibility of AUTHOR. The parties further agree that in the event of any claim regarding the Book that results in liability against PUBLISHER, AUTHOR, or PUBLISHER and AUTHOR jointly, they shall share equally in the expense of any applicable deductible under such insurance policy and any claims not covered by the insurance policy.

10. Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

11. If AUTHOR fails to complete the Book, as described in paragraph 6, for any reason, all rights in and to the completed manuscript and images shall belong to AUTHOR. AUTHOR will reimburse PUBLISHER for advances against royalties paid to AUTHOR by PUBLISHER if AUTHOR fails to complete the Book as a result of AUTHOR's breach of this Agreement.

12. If PUBLISHER fails to publish the Book within twelve (12) months of acceptance of the completed manuscript for any reason, other than breach of this Agreement by AUTHOR, this Agreement shall be terminated and all rights in and to the Work shall belong to AUTHOR.

PUBLISHER is not responsible for delays in publication caused by circumstances or events beyond its control including, but not limited to, acts of God, strikes, work stoppage, loss of materials by other parties, or the prolonged illness or death of officers of the board of PUBLISHER. Any such delays as may occur as described in this paragraph shall not be counted as part of the twelve (12) month period specified in this paragraph. If PUBLISHER does not publish the Book, AUTHOR shall have the right, but not the obligation, to terminate this Agreement. If AUTHOR chooses to terminate this Agreement because PUBLISHER has failed to publish the Book within twelve (12) months of acceptance of the completed manuscript, PUBLISHER will, upon written request, return all materials supplied by AUTHOR to AUTHOR.

Should the Book be designated "out of print" in the United States of America and PUBLISHER fails to bring out a new edition within eighteen (18) months of the PUBLISHER's receipt of written request from AUTHOR to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to AUTHOR without further notice, subject to licenses previously granted, excluding any unearned advance. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States through normal retail channels in an English language edition issued by PUBLISHER and listed in list of PUBLISHER's titles issued to the trade by PUBLISHER.

13. PUBLISHER will provide AUTHOR ten (10) copies of the Book at no charge for AUTHOR's personal use. In addition, AUTHOR will have the right to buy additional copies at fifty percent (50%) discount from the cover price of the Book.



14. This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of Author and the successors or assigns of Publisher.

15. All rights in the Book now existing, or which may hereafter come into existence, except those hereby specifically granted to the PUBLISHER, are reserved to and by AUTHOR.

16. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by mediation conducted at a location determined by the mediator in Los Angeles, California, administered by and in accordance with the then existing laws of the State of California.

DATED: Aug 17, 2019

By: Paddy Calistro
Paddy Calistro for Angel City Press (PUBLISHER)

DATED: August 15, 2019

By: 
Janna Ireland (AUTHOR)



PUBLISHING AGREEMENT

This Publishing Agreement is entered into as of March 2, 2022 by Angel City Press, Inc., of 2118 Wilshire Blvd., Suite 880, Santa Monica, California 90403 ("PUBLISHER"), and Romeo Guzman, of [REDACTED] and Samine Joudat, of [REDACTED] Carribean Fragoza, of [REDACTED] (herein referred to jointly as "AUTHOR").

1. **The Book:** "The Book" is described as a non-fiction literary work with the working title: *Literary Postcards of the Golden State*. The final title of the Book will be determined by mutual agreement of the parties. The Book will be based on AUTHOR's submitted manuscript, which will include approximately 60,000 words and approximately 30 rights-cleared images.

2. **Grant of Rights:** AUTHOR hereby grants to PUBLISHER the exclusive right to print, publish, distribute and/or sell all editions, including hardcover, softcover, and any form of electronic editions of the Book described in Section 1 throughout the world, in the English language and other languages, including the right to prepare, publish, distribute and/or sell certain subsidiary rights therein as specified in Section 3 below and the right to permit others to print, publish, distribute and/or sell the Book. All rights not granted herein are reserved to AUTHOR.

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All royalties will be paid semiannually on the basis of cash received from net revenues of the Book adjusted for returns. Earnings will be calculated for periods ending June 30 and December 31 of each calendar year, and paid within thirty (30) days of each date of calculation.

10a. "Net revenues," as used in this AGREEMENT, refers to funds received by PUBLISHER for the sale of copies of the Book, after deducting actual third-party fees and commissions paid to or withheld by distributors and/or sales representatives, as well as credits for product returns. If necessary, in unusual situations such as, but not limited to, direct sales in countries outside the U.S., shipping, customs, insurance, taxes, currency exchange discounts and costs of collection may also be deducted from money actually received by



PUBLISHER for sale of copies of the Book. (In the specific case of book club sales, costs deducted include printing costs actually incurred by PUBLISHER.) PUBLISHER will notify AUTHOR before such deductions are made.

AUTHOR may, upon written notice to PUBLISHER, examine PUBLISHER's records relating to the Book during normal business hours under such conditions as PUBLISHER shall reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at AUTHOR's expense unless errors of accounting are discovered in AUTHOR's favor which amount to, at the time of such error, five percent (5%) or more of the total amount paid to AUTHOR until that time, under this AGREEMENT, in which case PUBLISHER shall pay the entire cost of the examination.

11. **Advance Payments:** Section 11 removed by mutual agreement of AUTHOR and PUBLISHER

12. **Author Copies and Purchases:** PUBLISHER will provide FIFTY complimentary copies of the Book at no charge to AUTHOR for personal use and to fulfill promises of complimentary books to rights grantors. AUTHOR will have the right to purchase additional copies at fifty percent (50%) discount from the cover price of the Book, plus applicable state sales tax, and shipping costs. AUTHOR agrees that these copies may not be made available for sale in competition with any sales channel of PUBLISHER. Author royalties, as defined in Section 10 of this AGREEMENT, will not be paid to AUTHOR for copies of the Book purchased by AUTHOR.

13. **Follow-on Work:** AUTHOR agrees to offer first right of refusal amongst trade publishers to PUBLISHER for the next illustrated, nonfiction book proposal by either AUTHOR that is relevant to the history of Los Angeles.

14. **Indemnification:** Each party indemnifies and holds the other party, its agents and assigns harmless from any liability arising from breaches of this Agreement on the part of the first party.

15. **Assignment:** This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of AUTHOR and the successors or assigns of PUBLISHER. PUBLISHER may assign the Agreement, but only in its entirety. AUTHOR may assign any net sums due or to become due hereunder, but may not assign any rights or obligations of this Agreement. Except in the case of death of AUTHOR, PUBLISHER must be notified by letter of any such assignment of net sums by AUTHOR. In the case of the death of any of the parties known herein as AUTHOR, the heirs, executors, or administrators of his/their estate(s) must notify PUBLISHER.

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