

EXHIBIT 1-2

Exhibit E – Brandenburg, J.

Exhibit F – Candisani, L.

EXHIBIT E

PHOTOGRAPHER'S AGENCY AGREEMENT
FOR THE LICENSING OF STOCK PHOTOGRAPHS

BETWEEN

MINDEN PICTURES (henceforth referred to as "MP"), a California Corporation, and JIM BRANDENBURG (henceforth referred to as "PHOTOGRAPHER").

CONCEPT AND INTENT

MP is a small, elite agency offering personalized representation and marketing of stock photography for a few top caliber photographers specializing in natural science subjects. It is the intent that MP manage member photographer's stock photo collections and function as primary distributor of their stock images via direct sales, sales through Allstock and it's affiliates and sales through other foreign sub-agencies. In general, MP offers member photographers a higher than standard commission in recognition of the breadth and quality of their stock photo collections and their demonstrated success in the market place. The high commission is also in recognition of member photographer's contributions including the editing of picture story sets, development of picture story captions, and their involvement in high end sales as required.

It is agreed that the terms of this contract shall remain confidential.

In consideration of MP's agreement to use it's best efforts to sell or lease PHOTOGRAPHER'S negatives, positives, original and duplicate color transparencies, prints, story and text information or other photographic materials (henceforth referred to as "Images"). PHOTOGRAPHER grants MP the following authority:

AUTHORIZATION:

PHOTOGRAPHER appoints MP as principal agent and representative in respect to the leasing and sale throughout the world of PHOTOGRAPHER'S Images, except as specifically excluded herein.

MP shall use its best efforts to place PHOTOGRAPHER'S Images with clients at prices most advantageous to PHOTOGRAPHER.

As part of its leasing efforts, MP will duplicate and place PHOTOGRAPHER'S Images with clients and subagents throughout the world.

All negotiations regarding the terms and conditions of any license of the Images shall be entirely at MP's discretion without prior consultation

with PHOTOGRAPHER. Notwithstanding the foregoing, any license in and to the Images involving 1) a "buy out" (I.E. a transfer of all rights in and to an image) or 2) First Serial Rights (as defined in Appendix B.) 3) Special Projects (as defined in Appendix C.) or 4) formal representation by new subagents (except on an ad hoc basis and exclusive of Allstock, Benelux, Cosmos, Grazia Neri, Pacific Press Service and ZEFA with which relationships already exist) shall be subject to PHOTOGRAPHER'S approval.

WARRANTIES:

PHOTOGRAPHER certifies and warrants that he is the sole and exclusive owner of all Images delivered to MP and the rights thereto, and he warrants that there are no claims by anyone, including the subjects of the pictures, outstanding, all necessary permission having been previously secured.

PHOTOGRAPHER warrants that he owns the rights to sell the photos and other materials and the rights thereto.

PHOTOGRAPHER'S OBLIGATION:

PHOTOGRAPHER promises to supply MP with properly mounted and captioned transparencies and to provide additional caption information as required.

PHOTOGRAPHER agrees to refrain from actively soliciting or selling his stock photos directly or through another agent in the domain covered within the scope and term of this agreement except as provided in Appendix A. Notwithstanding the foregoing, PHOTOGRAPHER may use his Images for specific Special Projects as provided in Appendix C.

PHOTOGRAPHER agrees to provide full assistance as MP may request in removing his images from MP files at the termination of this agreement.

PHOTOGRAPHER agrees to notify all agencies with whom he is currently affiliated of this agreement with MP. He further agrees to notify representatives of Pacific Press Service, Cosmos and Grazia Neri Fotoservice that PHOTOGRAPHER's Images will henceforth be handled by MP and that statements and payments for Images already in said agencies possession shall be directed to and made payable to MP for all sales following the date of this contract. PHOTOGRAPHER further agrees to notify any other agencies or foreign subagencies (except as noted in appendix A.) in possession of his Images and with which he is under contractual agreement that 1] he will not supply them with any additional Images 2] that all Images in their possession should be returned to PHOTOGRAPHER upon expiration of the current contract (without renewal) and 3] that none of PHOTOGRAPHER's images may be used in new promotions released after the date of this contract. Any agencies or foreign subagencies in possession of PHOTOGRAPHER's Images but without any binding contractual agreement shall be advised by

PHOTOGRAPHER to return his Images ASAP.

COPYRIGHT:

PHOTOGRAPHER agrees to place a copyright notice in his name on the Images submitted to MP. If a copyright notice is not affixed to the photographs, PHOTOGRAPHER hereby authorizes MP to affix a copyright notice in PHOTOGRAPHER's name to the Image.

COMMISSION:

In consideration of the services furnished by MP hereunder, MP shall retain a commission equal to a percentage of net revenue received in connection with the license of PHOTOGRAPHER's Images. "Net revenue received" shall be defined as all revenue derived from the license of PHOTOGRAPHER's Images and shall include use fees, royalties, guarantees and print sales. Notwithstanding the foregoing, permissible deductions from "Net Revenue Received" shall include service and research fees, currency conversion costs, subagency commissions, all sales or use tax, foreign taxes, and any reimbursements which are passed on to and collected from client to offset costs incurred by MP. Reimbursements may not be deducted from use fees; they are only deductible when billed to client in addition to use fees. Details regarding all deductions shall accompany each statement.

Commissions retained by MP shall be equal to a percentage of net revenue received as stipulated below and defined in Appendix B.

- First Serial Rights	25% to MP
- Picture Stories/Sets	40% to MP
- General Stock	45% to MP
- ALLSTOCK and affiliates	see contract
- Foreign subagents (not covered)	25% to MP

Where revenue is earned after the expiration of the Agreement but as a result of activity on the part of MP during the term of this agreement, PHOTOGRAPHER shall be entitled to receive monies due and MP shall be entitled to commissions described herein for a period of 12 months. For the following 12 months, MP commission will be reduced by 50% to 1/2 the commissions described herein. In the event PHOTOGRAPHER or his designated agent should take over and manage administration of residual sales following termination of contract, MP shall be compensated for a period of two years following contract termination at 50% of the commission structure described herein for all revenues produced as a result of activity on the part of MP during the term of this agreement. Notwithstanding the foregoing any receivables in the form of royalty payments due after expiration of this contract shall be negotiated between PHOTOGRAPHER and MP on a case by case basis.

As a special case, stock pictures published by

National Geographic Society shall be handled as follows: MP shall receive no commission on Images produced on assignment for NGS and published by NGS or it's affiliate publications without involvement from MP. In all other instances, the standard commission structure as defined above shall apply both in the case of the initial licensing by NGS and in the event of relicensing by NGS affiliate publications.

MP will remit all sums due PHOTOGRAPHER on a monthly basis by the 20th of the month following receipt, after deducting reimbursable expenses as defined herein. Payment shall be accompanied by a monthly statement listing payments received, pictures sold, new or revised sales, outstanding receivables with approximate sums due and notes on new developments regarding sales or marketing of PHOTOGRAPHER's Images.

DUPLICATES:

In recognition that duplicate transparencies (henceforth referred to as dupes) produced as provided under "AUTHORIZATION" shall remain the property of the PHOTOGRAPHER, MP and PHOTOGRAPHER agree to share in the cost of producing dupes as follows: MP shall advance all payments involved in the cost of producing dupes and shall contribute all labor involved in the preparation of dupes for marketing (IE quality control, labeling, captioning). 50% of payments advanced by MP to cover the cost of producing dupes shall be deducted on a monthly basis from PHOTOGRAPHER's earnings. MP agrees that no deduction for duping costs will exceed 25% of the net some due to PHOTOGRAPHER from any sales statement.

In instances where the cost of dupes is paid for in part or in entirety by a picture buyer or subagent, only 50% of the portion of the cost which is not covered by the third party shall be deducted from PHOTOGRAPHER's earnings.

Upon expiration or termination of contract, PHOTOGRAPHER shall pay MP the outstanding balance of all MP financial participation in the cost of producing duplicates. Upon renewal of contract for it's full three year term without interruption, one third (33%) of the outstanding balance of MP's financial participation in the cost of producing duplicates shall be expunged from the records thereby reducing PHOTOGRAPHER's liability by this amount.

COMPENSATION:

Should PHOTOGRAPHER require a speedier retrieval of submitted photos than that provided under "Custody etc.." below, he agrees that MP will do so at PHOTOGRAPHER's expense.

Should MP return images to PHOTOGRAPHER that are no longer needed by MP as described under "Custody etc..", or should MP mail Images to PHOTOGRAPHER as provided under "REMOVAL OF IMAGES..", PHOTOGRAPHER agrees that MP will do so at PHOTOGRAPHER's expense.

In recognition that PHOTOGRAPHER may at times request of MP information or materials supplemental to that which is normally provided as stipulated herein, and that MP may incur expenses in doing so, PHOTOGRAPHER agrees that all such expenses shall be at his expense and may be deducted from monthly statements.

AGENCY USE OF MATERIALS:

MP shall have the right to use, without charge or compensation to PHOTOGRAPHER, any of the Images placed with MP as agency or subagent promotional material. Selection of promotional images shall be subject to PHOTOGRAPHER's approval. After the expiration of this agreement, MP shall continue to have the right to use existing promotional material without charge for an additional period of 1 year.

PROMOTION:

PHOTOGRAPHER agrees that he shall share with MP in the cost of producing certain promotions. Initial promotions in which PHOTOGRAPHER will participate financially include an announcement promotional package, a follow up mail out and a listing in the Green Book. PHOTOGRAPHER's share shall be 1/3 of the cost. PHOTOGRAPHER's financial involvement in subsequent promotions shall be subject to negotiations with MP.

REMOVAL OF IMAGES BY PHOTOGRAPHER:

PHOTOGRAPHER or his designated agent may remove Images from MP files for Special Projects as described in Appendix C. It is understood and agreed by PHOTOGRAPHER that removal of Images from MP files is a non-revenue producing service provided as a courtesy, that all shipping charges shall be borne by him, that any original transparencies should be returned in a timely manner and that each instance of removal of Images by PHOTOGRAPHER in excess of one per week shall be billed a research fee of \$25.00.

PHOTOGRAPHER shall have the right, upon reasonable notice and during regular business hours, to access MP files of his Images and records of sales of his Images.

CUSTODY, RETREIVAL, AND RETURN OF PHOTOS:

PHOTOGRAPHER agrees that Images submitted to MP shall remain with MP for the duration of this agreement and that if subsequently recalled, one year from the date of the return request shall be deemed a reasonable time for their reassembly and return to him.

MP shall be responsible for purchasing a fireproof storage facility for the custody of select original Images.

CLAIMS, RECOVERIES, AND LIABILITY:

PHOTOGRAPHER agrees to indemnify, defend, and hold MP harmless from any claims, lawsuits, attorneys' fees, or other expenses resulting from any erroneous or inaccurate information he supplies regarding ownership or caption information for Images deposited with MP.

PHOTOGRAPHER understands that materials may, over the years be lost, damaged, faded, or discolored through normal use. Accordingly, PHOTOGRAPHER agrees that if at the time of termination of this agreement, a full return of PHOTOGRAPHER's Images cannot be made because of the foregoing, then MP shall have no liability therefor.

In the event of loss, damage, destruction, or unauthorized use of Images by MP's customers or others, PHOTOGRAPHER gives MP full and complete authority to make or institute suit in PHOTOGRAPHER's name, if necessary, without PHOTOGRAPHER's permission. All resulting recovery shall be apportioned fifty percent (50%) to PHOTOGRAPHER and fifty percent (50%) to MP after deduction for collection fees, legal fees, and other expenses incurred by MP in its efforts to resolve said claim. PHOTOGRAPHER agrees to give his reasonable cooperation with respect to such lawsuits, including without limitation, production of pertinent documents, responding to interrogatories, and appearances at deposition and trial.

PHOTOGRAPHER agrees that photo library collections are not insurable and that he should therefore seek insurance of his own should he wish to have his Images better protected than that offered by MP.

PHOTOGRAPHER agrees that MP shall not be liable to him, his heirs or assigns for any loss or damage to his Images submitted to MP, unless caused by MP's gross negligence or willful misconduct.

INDEPENDENT CONTRACTOR:

It is agreed that this agreement does not constitute an employment agreement between MP and PHOTOGRAPHER and that the status of both parties is solely that of independent contractor.

MAILING ADDRESS:

It is agreed that the mailing address PHOTOGRAPHER furnishes to MP is of primary importance. PHOTOGRAPHER therefore agrees to furnish MP with a current permanent address to which all payments, sales reports, Images, and other such materials may be sent.

RULES GOVERNING THIS AGREEMENT:

This agreement shall be in effect for three (3) years from the date hereof, and shall renew itself for a period of like period automatically at each expiration date unless terminated in writing by either party sixty (60) days before an expiration date.

This agreement shall be binding on PHOTOGRAPHER and MP and on their respective heirs, executors, administrators, successors, and assigns.

In the event of PHOTOGRAPHER's death, his estate shall receive payments which would otherwise accrue to him.

This contract represents the entire agreement between MP and PHOTOGRAPHER, and supersedes all prior negotiations, representations, or agreements, whether written or oral. This contract may be amended only by written agreement signed by both MP and PHOTOGRAPHER.

Should any provision of this agreement be found to be non-binding, all remaining provisions shall remain in force for the duration of the agreement.

This contract may not be terminated during it's term except for material breach of it's provisions.

No trade, custom, or usage shall affect this agreement or the terms and conditions of it.

MP and PHOTOGRAPHER agree that any and all claims and disputes arising under this agreement shall be resolved by binding arbitration under the auspices of the American Arbitration Association.

Any notice to be given hereunder shall be in writing and either delivered personally or sent by registered mail, return receipt requested, to the respective addresses set forth for MP and PHOTOGRAPHER herein. Either party may change said address by giving notice to that effect pursuant to the terms of this paragraph.

This agreement is to be interpreted solely according to the laws of the state of California.

MP and PHOTOGRAPHER hereby consent to both personal and subject matter jurisdiction of the courts of the State of California over any dispute or controversy arising under the terms of this agreement.

The place of performance of this agreement is the county in which MP maintains its principle place of business.

Agreed to and Accepted:

By Richard L. Minden

Richard L. Minden
President, Minden Pictures
A California Corporation

By Jim Brandenburg
JIM BRANDENBURG
PHOTOGRAPHER

This 1st day of April, 1993

MP Mailing Address

24 Seascape Village
Aptos, CA 95003

PHOTOGRAPHER's Mailing Address

1715 Meadow woods trail
Long Lake, MP 55356-9311

U.S.A.

APPENDIX A. TERRITORIES WHEREIN PHOTOGRAPHER RETAINS RIGHT TO SELL HIS IMAGES

The following stipulates any countries, territories or market sectors wherein MP and PHOTOGRAPHER agree MP will not lease or distribute PHOTOGRAPHER's Images.

1. LIMITED EDITION PRINT SALES
2. POSTERS except as negotiated between MP, PHOTOGRAPHER and Mirage on an ad hoc basis.
3. Planet Earth Images, subagent to the UK market.

APPENDIX B. COMMISSION CATEGORIES

FIRST SERIAL RIGHTS:

The first offering of a picture story from a major assignment for magazine serialization in Japan, France, Germany, Italy, and the US. Smaller stories developed within the context of and as integral part to a larger assignment do not qualify. Nor do stories compiled from existing stock, or those which were first published more than one year before being made available to MP. For all stories marketed under this category, PHOTOGRAPHER is responsible for editing the story and compiling a caption list to accompany the set.

Notwithstanding the above, PHOTOGRAPHER may in a rare and unique situation propose to MP that a new batch of assignment out takes warrants being marketed as two separate stories, each of sufficient exclusivity, strength and breadth to qualify for the 25% commission. The model for this provision is the case wherein Brandenburg's Arctic Wolf coverage was obtained as a spinoff from an Ellesmere Island story assignment which was published as an NGS article in and of itself. In order for such a proposal to be considered by MP, it is the PHOTOGRAPHER's responsibility to 1] initiate the proposal concurrent with the release to MP of the primary story resulting from a new assignment 2] demonstrate to MP the exclusive nature of the secondary story and 3] demonstrate to MP, by querying prospective clients, that the story is capable of earnings on par with other stories within the category. In effect, it is up to the PHOTOGRAPHER to take the initiative and demonstrate to MP that interest in and fees for the secondary story are sufficient to warrant MP receiving 25% rather than 40% commission on sales. It is understood between PHOTOGRAPHER and MP that the approval of this provision will indeed be uncommon just as was the Arctic Wolf story.

PICTURE STORIES/SETS:

Picture Stories/Sets include all picture sales in which a group of pictures is marketed and sold as a thematic set. Included are second serial rights, spinoff stories, portfolios, complete calendars, etc. It shall be stipulated here that a minimum of 5 pictures need be published to qualify for this category.

GENERAL STOCK:

All picture sales other than those covered under the above criteria. Included are the following: advertising, notecards, posters, misc. calendar images, misc. exhibit prints, print sales, misc. text and trade books, misc. magazine spots, etc.

FOREIGN SUBAGENTS:

All revenues resulting from sales of Images provided by MP to and licensed by a foreign subagent. Foreign subagents shall be defined as any third party stock photo agent to whom PHOTOGRAPHER's Images are made available by MP for the purpose of licensing reproduction rights in countries other than the US. The commission is a percentage of net US\$ received by MP from the subagent (sales amount less commission)

APPENDIX C. SPECIAL PROJECTS

MP and PHOTOGRAPHER agree that PHOTOGRAPHER retains the right to use the Images covered in this agreement in certain Special Projects. Provisions for such projects are as follows:

1. Promotional or Personal Projects:

PHOTOGRAPHER may use Images covered hereunder in promotional or personal projects such as PHOTOGRAPHER's promotions and advertisements and use of images for slide shows, talks, presentations, or workshops.

2. Non Standard Projects:

PHOTOGRAPHER may use Images covered hereunder for Non Standard commercial projects falling outside of the normal commission structure as defined in Appendix B by virtue of special handling or servicing required of, or provided by, MP or significant involvement required of, or provided by, PHOTOGRAPHER. MP's commission for such projects shall be based on the degree of MP time, effort, and service required and shall be agreed between MP and PHOTOGRAPHER in advance. It is anticipated that most sales will be subject to standard commission categories as defined in Appendix B and that Non Standard projects will be few in number. Examples include photo exhibits and complete book projects.

CONTRACT ADDENDUM

Notwithstanding the foregoing contract terms, MINDEN PICTURES (MP) and PHOTOGRAPHER agree to the following which shall supercede any conflicting terms in the main body of the contract.

1] MP is currently producing a catalog of Wildlife and Nature Images in collaboration with ZEFA. PHOTOGRAPHER agrees to have his Images included and that his share of costs shall be \$100 for images reproduced at 1/4 page or less, \$200 for up to 1/2 page, \$300 for 3/4 page and \$400 for a full page. MP shall advance all costs incurred and PHOTOGRAPHERS' share shall be deducted from future sales commissions.

2] It is agreed that MP will be allowed to continue marketing duplicates of any images featured in this catalog for a period of five years following publication of this catalog. For any catalog sales revenues received after expiration of this Agreement, MP shall be entitled to its full commission.

3] MP shall retain 40% of all revenues received from Foreign subagents. Exceptions to this are A] subagent sales of First serial rights (as defined in Appendix B) for which MP shall retain a 25% commission and B] Allstock, PPS, and ZEFA sales of Images in existing catalogs for which MP will retain no commission.

4] PHOTOGRAPHER agrees that existing contracts with Allstock will not be renewed and that direct relationships in the UK with Planet Earth or Bruce Coleman will be closed down with all pictures being returned by January 1, ~~1994~~ 1995. PHOTOGRAPHER agrees to give notice to these agencies of these actions. Henceforth, no Images may be supplied to agencies other than MP.

5] The term of this Agreement shall be for 4 years.

Date

April 1, 1993

Richard J. Minden

MINDEN PICTURES

In Bruff

PHOTOGRAPHER

CONTRACT ADDENDUM

This addendum stipulates additional rights and responsibilities supplemental to the existing contractual agreement between Minden Pictures (henceforth MP) and Jim Brandenburg (henceforth PHOTOGRAPHER).

1. PHOTOGRAPHER grants to MP and its affiliate subagents the exclusive right to promote and license PHOTOGRAPHER's images as provided in Schedules A, B and C included herein. Henceforth, the three catalog promotions discussed in the Schedules shall be referred to as "Promotions".
2. PHOTOGRAPHER retains the right to license Images included in Promotions as provided under Appendix C.
3. PHOTOGRAPHER agrees that MP may promote and license Images on-line via the Internet, Worldwide Web, or any other such on-line service provided MP retains control over licensing terms and moreover that this activity would not breach any other provisions of this agreement.
4. PHOTOGRAPHER accepts all present MP subagency relationships but requires that MP seek PHOTOGRAPHER approval prior to entering into contractual relationships with new agents. PHOTOGRAPHER shall be entitled to a 1 week period to provide specific written comments regarding proposed subagent contracts. If no comments are received by MP within 1 week, proposed terms shall be deemed acceptable to PHOTOGRAPHER.
5. This addenda shall supersede any conflicting provisions of earlier agreements between MP and PHOTOGRAPHER.


Minden Pictures


Date


PHOTOGRAPHER

Date

SCHEDULE A

AGREEMENT TO INCLUDE IMAGES IN CATALOG VOLUME 2

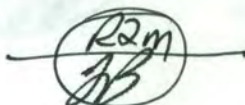
1] MP is currently producing a catalog of Wildlife and Nature images (Vol. 2) in collaboration with Premium Stock and other Foreign sub agents. Vol. 2 shall be distributed world wide by MP and its subagent affiliates. PHOTOGRAPHER agrees to have his images included in Vol. 2 and that his share of costs shall be computed as follows:

Unit cost/ image = $50\% \frac{\text{Production costs} + \text{Distribution costs}}{\text{number of images}}$

Production costs shall include such out of pocket expenses as design, printing and cost of separations. PHOTOGRAPHER's share of production costs shall be determined on a pro rata basis including only that portion of the total cost applying to catalogs distributed by MP. PHOTOGRAPHER shall not contribute financially toward catalogs distributed by subagents overseas. MP grants that PHOTOGRAPHER's contribution toward production and distribution costs shall not exceed \$150.00 per image. MP shall advance all costs and PHOTOGRAPHER's share shall be deducted from sales commissions.

2] It is agreed that MP and its Foreign sub agent affiliates shall have the worldwide exclusive right to promote and license use rights for all images included in Vol. 2 for a period of 5 years following publication.

3] MP shall retain a 45% commission on all sales revenues generated from its direct sales of Vol. 2 Images and a 40% commission on all revenues received from Foreign sub agents for sales of Vol. 2 Images. For any Vol. 2 sales, revenues received after expiration of this Agreement, MP shall be entitled to its full commission.



SCHEDULE B

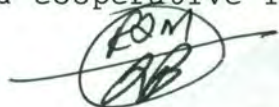
AGREEMENT TO INCLUDE IMAGES IN JAPANESE CATALOG

1] MP is currently producing a catalog of Wildlife and Nature images (Vol.3) in collaboration with Camera Tokyo Service (CTS) for distribution in Japan and other territories. PHOTOGRAPHER agrees to allow his Images to be provided to CTS for sale in Japan for the entire term of MP's 4 year agreement with CTS. PHOTOGRAPHER further grants that his Images may be included in Vol. 3 and that his Images may be included in CTS general catalogs. PHOTOGRAPHER understands that CTS catalogs may be distributed by other subagents. MP warrants that PHOTOGRAPHER will incur no expenses for production or distribution of Vol. 3 and that all expenses will be borne by CTS from retained sales commissions. CTS commissions shall not exceed 40% for unpromoted file pictures and 50% for pictures in Vol. 3 or general catalogs.

2] It is agreed that CTS shall have exclusive Japanese rights to promote and license PHOTOGRAPHER's Images included in Vol. 3 and general catalogs for a period of 5 years following publication. It is further agreed that other agents distributing these catalogs shall be granted exclusive promotional rights and the right to license Images included therein in their respective territories for a period of 5 years. Notwithstanding the foregoing, MP and PHOTOGRAPHER retain the right to license Images included in CTS catalogs in Japan for editorial feature stories, all complete book projects, retail cards and calendars, and for use by house accounts including but not limited to NGS, Sinra, GEO, Asahi Graph, Asahi Weekly, and Fukel-Shashin.

3] MP shall retain a 40% commission on all revenues received from CTS and other subagents for licensing of Images in Vol. 3 and general catalogs. For any sales revenues received after expiration of this agreement, MP shall be entitled to its full commission.

2A) It is also agreed that CTS or other agents distributing the catalogue cannot grant usage of more than 50% of Brandenburg images for any book project without clearance of images and written approval from Brandenburg for the usage; CTS and other agents also warrant that the Brandenburg name cannot be used on title page and/or cover, or used for any promotion of any such book projects without written permission from Brandenburg. In nearly all cases, Brandenburg will be enthused and cooperative in any such project.

SCHEDULE C

AGREEMENT TO INCLUDE IMAGES IN MINDEN PICTURES CD

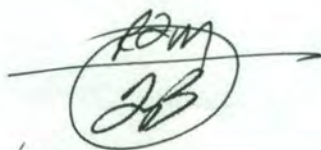
1] MP is currently producing a CD catalog of Wildlife and Nature images (CD) in collaboration with Premium Stock and other Foreign sub agents. CD shall be distributed world wide by MP and its subagent affiliates. PHOTOGRAPHER agrees to have his Images included in CD and that his share of costs shall be computed as follows:

Unit cost/ image = 50% $\frac{\text{Production costs} + \text{Distribution costs}}{\text{number of images}}$

Production costs shall include such out of pocket expenses as scanning, software consulting, disc mastering and duplication. PHOTOGRAPHER's share of production costs shall be determined on a pro rata basis including only that portion of the total cost applying to CDs distributed by MP. PHOTOGRAPHER shall not contribute financially toward catalogs distributed by subagents overseas. MP shall advance all costs and PHOTOGRAPHER's share shall be deducted from sales commissions.

2] It is agreed that MP and its Foreign sub agent affiliates shall have worldwide exclusive rights to promote and license all Images included in CD for a period of 5 years following publication.

3] MP shall retain a 45% commission on all sales revenues generated from its direct sales of Images included in CD and a 40% commission on all revenues received from Foreign sub agents in this regard. For any CD sales revenues received after expiration of this Agreement, MP shall be entitled to its full commission.



PHOTOGRAPHER'S AGENCY AGREEMENT FOR THE LICENSING OF
RIGHTS MANAGED STOCK PHOTOGRAPHS ("Agreement")

This Agreement is between Jim Brandenburg, hereinafter referred to as "Photographer", and Minden Pictures Inc., hereinafter referred to as "Agency".

1. DEFINITIONS:

1.1 "Image" or "Images", means all photographic matter including but not limited to original transparencies, photographs, duplicates, negatives, prints, positives or compilations of any of the foregoing items, including without limitation, any form of data or digitized or recorded information derived of any of the foregoing which are previously, now and hereinafter submitted to and accepted by the Agency pursuant to the terms and conditions of this Agreement.

1.2 "License" or "Licensing" means the marketing, grant, lease, sale, use or other exploitation of reproduction rights to an Image or any derivative rights thereof. This Agreement specifically does not provide for Agency to engage in "Royalty Free" licensing of Images.

1.3 An image is "Essentially Similar" to another Image if they may reasonably cause a person viewing each of them to believe that they are the same or substantially the same Images.

1.4 "MP&A" means Minden Pictures, Inc. and its subsidiaries, affiliates, parent companies and authorized agents and sub-agents.

1.5 "Duplicate" or "Duplicates" mean duplicates, facsimiles, digital scans, or other reproductions of Images, whether created by the Photographer or MP&A.

1.6 "Promotion" or "Promotions" means the display, broadcast, publication, reproduction or use of Images in catalogs, brochures, CD Roms, DVDs or on-line Licensing and/or web sites, in any and all mediums, now known or later developed, throughout the world, for purposes of advertisement, promotion, solicitation or Licensing of Images.

1.7 "Promotion Period" means the 5 year period beginning with the date of publication/creation of an MP&A Promotion or from the date of inclusion of Image(s) in an MP&A on-line site for purposes of advertisement, promotion, solicitation or Licensing of Images.

1.8 "Territory" means world wide without exception.

1.9 "New Media" means electronic products or programming including but not limited to interactive learning modules, interactive television programming, interactive or streaming media, digital slide shows, on-line content, web broadcasting, CD-ROMs and DVDs or other electronic media now in existence or hereafter invented.

2. AUTHORIZATION:

2.1 Photographer, appoints MP&A as sole and exclusive agent and representative with respect to the Licensing of any and all uses of Images in the Territory. Photographer agrees not to place Images, or those which are Essentially Similar, with any agent, agency, or selling medium except Agency. Photographer and/or his representatives shall not issue any Licenses to any Images, nor those which are Essentially Similar, except as provided under this Agreement.

2.2 Photographer grants MP&A the right with respect to Images to create derivative New Media products and programming.

2.3 Photographer grants Agency the right to appoint and contract with sub-agents regarding Licensing of Images in the Territory. Agency shall have the unrestricted, exclusive right to distribute, License and/ or exploit the Images in the Territory through MP&A without seeking special permission to do so from Photographer except as otherwise provided in this Agreement. Photographer agrees that all Images are available for unrestricted, exclusive, distribution, promotion and Licensing in the Territory by MP&A except as otherwise provided in this Agreement. Photographer will insure that no other parties will License reproduction rights to any images which are identical to or Essentially Similar to any Images.

2.4 All negotiations concerning Licensing of Images by MP&A shall be at MP&A's sole discretion without prior consultation with the Photographer, except as provided under this Agreement.

2.5 Notwithstanding the foregoing, Photographer and MP&A agree that:

2.5.1 All Image Licensing by MP&A which involve the grant of rights as follows shall require prior written permission by Photographer:

2.5.1.1 the grant of total exclusive rights

2.5.1.2 the purchase or buyout of all rights

2.5.1.3 Retail Posters

2.5.1.4 Product endorsements and other licenses featuring use of Photographer's name other than as photo credit.

2.5.1.5 Limited or unlimited edition photographic prints other than for museum display or exhibition.

2.5.2 It is understood, agreed and accepted by Agency that Photographer Images listed in Appendix I may not be licensed for use as retail cards. —

2.5.3 Photographer may use Images for personal promotion, ~~and other personal projects,~~ and as well as editorial and commercial Licensing to third parties provided any such use is communicated to and cleared with MP&A by providing all relevant data on a Minden Pictures rights clearance form (attached as Appendix II) to insure any such use does not conflict with Licenses granted by MP&A. It is understood and agreed that use of this form is a necessary protocol to insure all uses and Licenses of Photographer's Images are communicated to and recorded by MP&A.

2.6 In the event either Photographer or MP&A grants a license that is contrary to the terms of this Agreement (an "Unauthorized License"), the party that grants such Unauthorized License shall pay to the other party an amount (the "Unauthorized License Fee") equal to the gross amount received in respect of such Unauthorized License. As between the parties hereto, the liability (for money damages) of the party that grants an Unauthorized License shall be limited to an amount equal to the Unauthorized License Fee. Notwithstanding the foregoing, the party that grants an Unauthorized License shall indemnify, defend, and hold harmless the other party in respect of any damages, costs, and expenses (reasonable attorneys fees included) incurred by the other party arising from or relating to the Unauthorized License.

2.7 Nothing herein shall limit or prevent Photographer from engaging in assignment work for his own accounts nor from Licensing - either directly or indirectly - images which are not identical to or Essentially Similar to Images.

3. WARRANTIES:

3.1 Agency and Photographer each represents and warrants the following:

3.1.1 Each party has the right and authority to enter into this Agreement and to perform all obligations hereunder.

3.1.2 This Agreement is not in conflict with any other agency agreement signed by Agency or Photographer, as applicable.

3.2 In addition to the representation and warranty under paragraph 3.1, Photographer represents and warrants to Agency the following:

3.2.1 Photographer alone holds the copyright to Images and has not assigned such copyright to any third party.

3.2.2 Photographer is the sole and exclusive owner of the Images and has full and unrestricted right to License the Images except for any restrictions disclosed to Agency pursuant to 3.2.4 below.

3.2.3 To the best of Photographer's knowledge, Images do not infringe any copyrights, trademarks, property rights, right of privacy, or publicity and do not defame or violate the rights of any third parties in any manner.

3.2.4 Unless any previous Licenses, sales restrictions, or limitations for the use of Images are indicated in writing to Agency, no Licensing restrictions exist and to the best of Photographer's knowledge, there are no claims by any person or entity of such Licensing, restrictions or limitations.

3.3 In the event of any breaches of the above representations and warranties, the party in breach agrees to indemnify and hold the other party harmless for any and all losses, liabilities, damages, claims, demands, costs obligation, deficiencies and expenses (including interest, penalties, and reasonable attorney's fees) which arise, result from or relate to any breach of the above representations and warranties except as provided otherwise in this Agreement.

4. AGENCY OBLIGATION:

4.1 Agency shall use its best commercial efforts to License Images through MP&A and to maximize the consideration for the Licensing.

4.2 Agency shall conduct its business in a professional and ethical manner so as to maintain and promote the reputation of Photographer and his Images.

4.3 Agency shall use a reasonable commercial effort to provide Photographer with samples of all Images Licensed through MP&A. Agency and Photographer understand and agree there are difficulties in obtaining samples when Agency does not handle Licensing directly.

5. PHOTOGRAPHER'S OBLIGATION:

5.1 Photographer agrees to supply Agency with properly mounted and captioned Images and to provide copies of Model Releases or Property Releases on all appropriate Images when available. In the event the existence of a model or property release is not indicated for a given Image, Agency acknowledges that no such release shall be deemed to exist and Agency assumes full responsibility for the subsequent use of such Images and indemnifies the Photographer from any and all damages incurred by MP&A or third parties in connection with such uses.

5.2 Photographer agrees to immediately advise Agency in writing of the terms of any Licensing restrictions applying to any Image in order that MP&A and Photographer may avoid the grant of conflicting Licenses.

5.3 Photographer agrees that, among the Photographer's agencies, Agency will be given first right of refusal on all new images produced by Photographer during the term of this Agreement and that Agency may keep for its files any Images considered to be Essentially Similar to those selected for its purposes.

5.4 Photographer agrees to provide Agency a list of all other agents, agencies or selling mediums with which Photographer has in the past or at present made arrangements to License images.

5.5 It is agreed that the mailing address Photographer furnishes to Agency is of primary importance. Photographer therefore agrees to furnish Agency with a current address to which all payments, sales reports, Images and other materials may be sent.

6. COPYRIGHT:

6.1 All Images Licensed by MP&A shall contain a copyright notice in Photographer's name as such notice has been indicated by Photographer on the face of the Images. In the event no notice is so affixed, Agency agrees to affix notice in Photographer's name before the Licensing of any Image.

6.2 All Images shall at all times remain the sole and exclusive property of the Photographer, including the copyright, which shall be held by MP&A solely for Licensing purposes described herein. Photographer grants Agency the right to register such Images for copyright protection in Photographer's name and for the benefit of Photographer. The costs of copyright registration shall be shared equally between Agency and Photographer.

7. COMMISSION:

7.1 Photographer's commission on Licensing of Images by MP&A shall be ~~sixty-five~~ percent (65%) of the gross billings. Gross billings shall be defined as all revenue collected by Agency from the Licensing of Images. Permissible deductions from gross billings shall include currency conversion costs, bank fees, collection fees and sales, use or foreign taxes. Gross billings shall not include service fees, holding fees and research fees.

7.2 With respect to revenues received from the Licensing of New Media products and programming developed by MP&A, twenty-five percent (25%) of such revenues shall be deemed to represent royalties for image content incorporated therein, of which one half (12.5%) shall be paid to Photographer. Photographer's share of New Media royalties shall be determined either by the pro rata portion of a New Media product devoted to Photographer's Images or the pro rata use of a New Media product attributable to Photographer's Images.

7.3 Agency agrees to a quarterly payment schedule for reproduction fees collected for the use of Images. At any point quarterly payments to Photographer exceed \$1000 US, Photographer may request and Agency agrees to initiate a monthly payment schedule. Commission checks shall be accompanied by a sales report that includes the following information: date of payment; description of usage; subject of image; identification number of image; gross amount received by Agency; deductions, if any, and amount paid to Photographer. Commission reports and payment for all licensing revenue collected in a given payment period shall be due and payable on the 20th day of the following month. Notwithstanding the foregoing, it is stated herein that partial payments or any payments received with insufficient information to allow the accurate allocation of revenues between photographic sources shall not be deemed "collected" by Agency until any such payment is made in full or until receipt of information allowing Agency to make an accurate allocation of commissions to photographers.

7.4 After the termination of this Agreement, or, in the case of Images included in MP&A Promotions, after the termination of the Promotion Period, MP&A shall, for a period of one year, have the right to issue Licenses to Images which are in the possession of MP&A customers at the time of termination and which are under consideration for possible use. MP&A shall receive its regular commission, as defined herein, for all Licensing completed under this provision.

7.5 After the termination of this Agreement, or, in the case of Images incorporated in Promotions, after the termination of the Promotion Period, MP&A shall have the right, for five years to relicense, extend, renew, and/or modify any and all Licenses to any Images Licensed during the term of this Agreement, subject only to Photographer's confirmation that no conflict will arise with another license as a consequence. MP&A shall receive its regular commission, as defined herein, on any and all revenues from the relicense, renewal, extension and/or modification of Licenses to Images Licensed during the term of this Agreement.

8. DUPLICATES:

8.1 Photographer agrees that MP&A may make Duplicates as required to distribute Images.

8.2 Photographer agrees that Duplicates may differ somewhat from Images in such attributes as color, density, sharpness, or crop and that Agency shall bear no liability for any such differences.

8.3 MP&A shall have the unrestricted right and sole discretion to make Duplicates of any Images. Photographer shall not be charged for the cost of making any Duplicate transparencies except as otherwise provided under this Agreement. Copyright ownership to any such Duplicates shall remain with the Photographer but the ownership of the Duplicates themselves shall remain with Agency. MP&A will not make any use of the Duplicates contrary to the terms of this Agreement and if Photographer so requests, MP&A will destroy the Duplicates after it has no further right to exploit them pursuant to this Agreement.

9. AGENCY USE OF IMAGES FOR PROMOTION:

9.1 Subject to the terms and conditions of this Agreement, MP&A shall have the right and sole discretion to reproduce and use any Images for the Promotion of MP&A in any and all media without compensation to Photographer.

9.2 Agency may select Images for MP&A catalog, web site and CD/DVD Promotions and may ~~relieve from Photographer up to fifty percent (50%) of the pro rata costs of such Promotions. For the purposes of this Agreement, costs of Promotions shall include but not be limited to all relevant costs and expenses of design, prepress, duping, image scanning, digital cleanup, programming, color separation, production consulting, printing, paper binding, packaging, transport, distribution and advertising. Agency shall advance all costs incurred in such Promotions, and Photographer's fifty percent (50%) share of these costs will be deducted from sales commissions. Such deductions may not exceed 50% of sales commissions due Photographer in any monthly period. Agency and Photographer agree that Photographer's per-image cost sharing for Images included in any MP&A websites shall be a one-time fixed charge amounting to \$10.00 per Image. The one-time \$10.00 web image fee will be waived for digital capture images submitted as digital files of acceptable quality accompanied by metadata including at minimum latin and vernacular names, location, behavior or activity and other relevant information of acceptable quality and in the requested format (full details available in digital submission guidelines).~~

9.3 Photographer agrees that MP&A may continue to License all Images used in MP&A Promotions during the Promotion Period in accordance with the rights granted to MP&A under this Agreement, regardless of the date of termination of this Agreement.

10. INSPECTION OF AGENCY BOOKS:

Agency agrees that upon reasonable notice and during regular business hours, Photographer shall have the right once a year to inspect Agency books and records at the offices of Agency to make extracts thereof as same relate to revenues and expenses related to Photographer's Images (an "Audit"). Given Agency's responsibility to keep individual photographer records confidential, any such Audit may only be conducted by a licensed, third party CPA and any findings to be communicated to Photographer shall first be submitted to Agency for review. If the result is the discovery that Agency has underpaid Photographer by an amount equal to or in excess of ten percent (10%) of Photographer's gross annual revenue from Agency in the prior calendar year, then Agency shall bear all costs and expenses of such an audit as well as remit to the Photographer all past due sums.

11. STORAGE, CUSTODY, RETRIEVAL AND RETURN OF IMAGES:

11.1 Photographer agrees that Images shall remain with Agency for the duration of this Agreement and that if subsequently recalled, one year from the date of the return request shall be deemed a reasonable time for their reassembly and return. Notwithstanding the foregoing, Agency shall make a reasonable effort to return to Photographer all Images which are not in circulation to clients or sub-agents within 120 days of contract termination. With respect to Images in Promotions for which the Promotion Period continues past termination of this Agreement, Agency shall make a reasonable effort to reassemble and destroy or return to Photographer all Images within 120 days, but no later than one year, following termination of the Promotion Period.

11.2 Photographer understands and agrees that Agency may at its discretion decide to return certain Images to Photographer. Agency is authorized to make such returns at its expense to Photographer via personal delivery, UPS or certified mail.

12. CLAIMS, RECOVERIES AND LIABILITY:

12.1 Photographer agrees to indemnify, defend, and hold MP&A harmless from any claims, lawsuits, attorney's fees or other expenses resulting from any erroneous, inaccurate or incomplete information he supplies regarding ownership, caption information, or Licensing restrictions for Images.

12.2 Photographer understands that Images may be lost, damaged, faded or discolored through normal use. Accordingly, Photographer agrees that if at the time of termination of this Agreement, a reasonably full return of Images cannot be made because of the foregoing, then Agency shall have no liability therefore. Agency's liability with regard to the return of Photographer's Images shall be limited to \$100 even in the event of negligence.

13. INSURANCE:

Photographer agrees that image library collections are not insurable and that he should therefore seek insurance of his own should he wish to have Images afforded better protection than that offered by Agency.

14. INSTITUTION OF ACTIONS:

In the event of non-payment, loss, damage, destruction or unauthorized use of Images by Agency's clients, subagents or other, Photographer gives Agency full and complete authority to make or institute suit in Photographer's name, if necessary, without Photographer's permission. All resulting recovery shall be apportioned fifty percent (50%) to Photographer and fifty percent (50%) to Agency after deduction for collection fees, legal fees, subagent commissions and other expenses incurred by Agency in its efforts to resolve said claim. Photographer agrees to give reasonable cooperation with respect to such lawsuits, including without limitation, production of pertinent documents, responding to interrogatories, and appearances at deposition and trial provided Photographer's expenses are reimbursed by Agency. Photographer agrees that whereas the foregoing grants Agency the complete authority to institute suit, Agency is not obligated to do so.

15. TERM AND TERMINATION:

~~15.1~~ ~~15.4~~ This Agreement shall be in effect for five (5) years from the commencement date hereof, and shall be automatically renewed for a like period unless either party notifies the other party in writing of its intention not to renew this Agreement no later than thirty (30) days before the date of renewal. The commencement date of this Agreement shall be the date signed by Agency and Photographer and if signed on different dates, the later of the two dates shall be the commencement date.

15.1.1 Notwithstanding anything herein to the contrary, Photographer retains the right to terminate this Agreement upon Three (3) months notice in the event Richard L. Minden is no longer the majority share holder and director of Minden Pictures Inc. Moreover, it is herein agreed that Photographer shall be advised within 30 business days if Richard L. Minden's status of majority share holder and director changes. In the event Photographer executes this option for early termination, it is understood that all rights granted to MP&A during the Promotion Period as provided under paragraph 9 shall survive termination.

15.2 Upon expiration or termination of this Agreement, MP&A shall immediately cease all activities in respect to Licensing of any Image except as otherwise provided in this Agreement.

16. EVENT OF BANKRUPTCY:

All Images shall remain Photographer's property and cannot be construed as assets of MP&A in the event of bankruptcy.

17. ARBITRATION:

Agency and Photographer agree that any and all claims and disputes arising under this Agreement shall be resolved by binding arbitration under the auspices of the American Arbitration Association in San Francisco, California. Any award may be confirmed in any court having jurisdiction.

18. MISCELLANEOUS:

18.1 Except as otherwise provided herein, this Agreement shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

18.2 In the event either party is required to retain an attorney to enforce the terms of this Agreement, the prevailing party's attorney fees shall be paid by the other party.

18.3 Should any provision of this Agreement be found to be non-binding, all remaining provisions shall remain in force for the duration of this Agreement.

18.4 This Agreement may not be terminated during its term except for material breach of its provisions.

18.5 It is agreed that this Agreement does not constitute an employment agreement between Agency and Photographer and that the status of both parties is solely that of independent contractor.

18.6 No trade, custom, or usage shall affect this Agreement or the terms and conditions of it.

18.7 Any notice to be given hereunder shall be in writing and either delivered personally or sent by registered mail, return receipt requested, or by any courier requiring acknowledgement of receipt to the respective addresses set forth for Agency and Photographer herein. Either party may change said address by giving notice to that effect pursuant to the terms of this paragraph.

18.8 This Agreement is to be interpreted solely according to the laws of the State of California.


18.9 This Agreement represents the entire agreement between Agency and Photographer, and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.

18.10 Photographer understands and accepts that Agency's terms and conditions pertaining to Image submissions and use as outlined on Agency's delivery memos, invoices and other such paper work,

apply only to the terms of business between Agency and it's clients and not between Agency and Photographer.

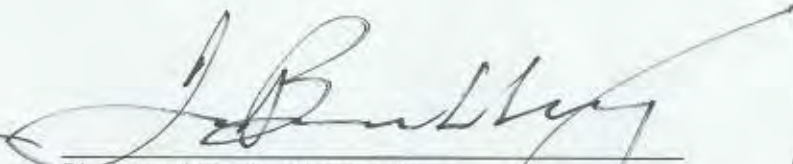
18.11 The terms of this Agreement shall remain confidential between Agency and Photographer.

Agreed to and Accepted:



Richard L. Minden
President, Minden Pictures, Inc.
a California Corporation
558 Main Street
Watsonville, CA 95076

Date: 10/28/07



Photographer: Jim Brandenburg

address: 14568 Moose Lake Rd
ELY, MN 55731

Date: 10/23/07

This Second Amendment ("Second Amendment") dated as of August 8, 2009 to the PHOTOGRAPHER'S AGENCY AGREEMENT FOR THE LICENSING OF STOCK PHOTOGRAPHS dated as of December 9, 1999, ("Agreement"), by and between Jim Brandenburg ("Photographer"), and Minden Pictures, Inc. ("MP").

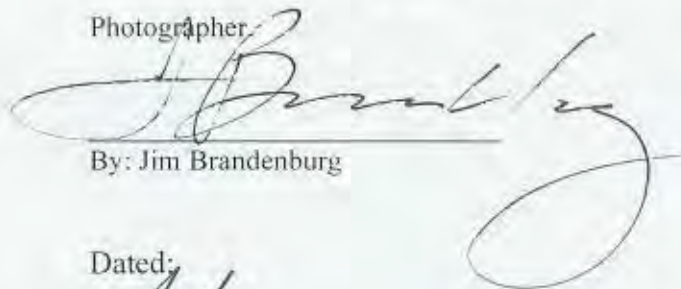
The parties wish to modify the Agreement as set forth in detail in this Second Amendment. In consideration of the promises, representations and mutual covenants described below, the parties agree as follows:

This Second Amendment shall modify the specific provisions set forth below. Except as amended herein, the Agreement shall remain in full force and effect according to its terms. In case of a conflict between a provision of this Second Amendment and a provision of the Agreement, or a provision of the First Amendment, the provision of this Second Amendment shall control.

Term: Paragraph 15 shall be amended such that the Agreement shall continue in force, without interruption, from the date originally signed until three (3) years after the date of this Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year first set forth above.

Photographer

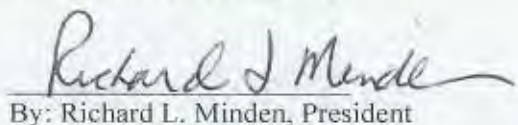


By: Jim Brandenburg

Dated:

8/18/09

MINDEN PICTURES, INC.



By: Richard L. Minden, President

Dated:

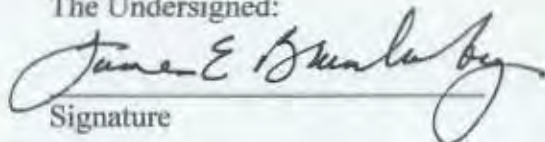
Sept 1 2009

Copyright Assignment, Accrued Causes of Action, and Litigation Agreement

The undersigned, the sole owner of the copyrights in the undersigned's images ("the Images") selected by Minden Pictures, Inc. ("Agency") and included in its collection, hereby assigns to Agency co-ownership of all copyrights in the Images. This assignment authorizes Agency, in its sole discretion, to present, litigate and settle any accrued or later accruing claims, causes of action, choses in action – which is the personal right to bring a case – or lawsuits, brought by Agency to address unauthorized uses of the Images by licensees of Agency, as if Agency were the undersigned. Agency agrees to reassign its co-ownership of the Images back to the undersigned immediately upon the conclusion of any such litigation.

Any proceeds obtained by settlement or judgment for said claims shall, after deducting all costs, expenses and attorney's fees, be divided as provided in the Photographer's Agency Agreement.

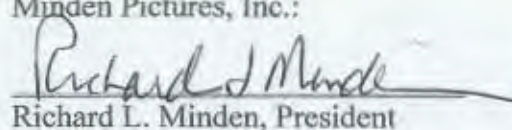
The Undersigned:


Signature

James E. Brandenburg
Print Name

Date signed: 2/16/10

Minden Pictures, Inc.:


Richard L. Minden, President

Date signed: March 10, 2010

EXHIBIT F

**PHOTOGRAPHER'S AGENCY AGREEMENT FOR THE LICENSING OF
STOCK PHOTOGRAPHS ("Agreement")**

This Agreement is between Luciano Candisani, hereinafter referred to as "Photographer" and Minden Pictures, Inc., hereinafter referred to as "Agency".

1. DEFINITIONS:

1.1 "Image" or "Images", means all photographic matter including but not limited to original transparencies, photographs, duplicates, negatives, prints, positives or compilations of any of the foregoing items, including without limitation, any form of data or digitized or recorded information derived of any of the foregoing which are previously, now and hereinafter submitted to and accepted by the Agency pursuant to the terms and conditions of this Agreement.

1.2 "License" or "Licensing" means the marketing, grant, lease, sale, use or other exploitation of reproduction rights to an Image or any derivative rights thereof.

1.3 An image is "Essentially Similar" to another Image if they may reasonably cause a person viewing each of them to believe that they are the same or substantially the same Images.

1.4 "MP&A" means Minden Pictures, Inc. and its subsidiaries, affiliates, parent companies and authorized agents and sub-agents.

1.5 "Duplicate" or "Duplicates" mean duplicates, facsimiles, digital scans, or other reproductions of Images, whether created by the Photographer or MP&A.

1.6 "Promotion" or "Promotions" means the display, broadcast, publication, reproduction or use of Images in catalogs, brochures, CD Roms, DVDs or on-line Licensing and/or web sites, in any and all mediums, now known or later developed, throughout the world, for purposes of advertisement, promotion, solicitation or Licensing of Images.

1.7 "Promotion Period" means the 5 year period beginning with the date of publication/creation of an MP&A Promotion or from the date of inclusion of Image(s) in an MP&A on-line site for purposes of advertisement, promotion, solicitation or Licensing of Images.

1.8 "Territory" means world wide without exception.

1.9 "New Media" means electronic products or programming including but not limited to interactive learning modules, interactive television programming, interactive or streaming media, digital slide shows, on-line content, web broadcasting, CD-ROMs and DVDs or other electronic media now in existence or hereafter invented.

2. AUTHORIZATION:

2.1 Photographer appoints MP&A as sole and exclusive agent and representative with respect to the Licensing of any and all uses of Images in the Territory. Photographer agrees not to place Images, or those which are Essentially Similar, with any agent, agency, or selling medium except Agency. Photographer and/or his representatives shall not issue any Licenses to any Images, nor those which are Essentially Similar, except as provided under this Agreement.

2.2 Photographer grants MP&A the right with respect to Images to create derivative New Media products and programming.

2.3 Photographer grants Agency the right to appoint and contract with sub-agents regarding Licensing of Images in the Territory. Agency shall have the unrestricted, exclusive right to distribute, License and/or exploit the Images in the Territory through MP&A without seeking special permission to do so from Photographer except as otherwise provided in this Agreement. Photographer agrees that all Images are available for unrestricted, exclusive, distribution, promotion and Licensing in the Territory by MP&A except as otherwise provided in this Agreement. Photographer will insure that no other parties will License reproduction rights to any images which are identical to or Essentially Similar to any Images.

2.4 All negotiations concerning Licensing of Images by MP&A shall be at MP&A's sole discretion without prior consultation with the Photographer, except as provided under this Agreement.

2.5 Notwithstanding the foregoing, Photographer and MP&A agree that:

2.5.1 All Image Licensing by MP&A which involve the grant of rights as follows shall require prior written permission by Photographer:

- 2.5.1.1 the grant of total exclusive rights
- 2.5.1.2 the purchase or buyout of all rights

2.5.2 Photographer may use Images for personal promotion and other personal projects as well as licensing to third parties provided any such use does not conflict with Licenses granted by MP&A.

2.6 In the event either Photographer or MP&A grants a license that is contrary to the terms of this Agreement (an "Unauthorized License"), the party that grants such Unauthorized License shall pay to the other party an amount (the "Unauthorized License Fee") equal to the gross amount received in respect of such Unauthorized License. As between the parties hereto, the liability (for money damages) of the party that grants an Unauthorized License shall be limited to an amount equal to the Unauthorized License Fee. Notwithstanding the foregoing, the party that grants an Unauthorized License shall indemnify, defend, and hold harmless the other party in respect of any damages, costs, and expenses (reasonable attorneys fees included) incurred by the other party arising from or relating to the Unauthorized License.

2.7 Nothing herein shall prevent Photographer from engaging in assignment work for his own accounts nor from Licensing - either directly or indirectly - images which are not identical to or Essentially Similar to Images.

3 WARRANTIES:

3.1 Agency and Photographer each represents and warrants the following:

3.1.1 Each party has the right and authority to enter into this Agreement and to perform all obligations hereunder.

3.1.2 This Agreement is not in conflict with any other agency agreement signed by Agency or Photographer, as applicable.

3.2 In addition to the representation and warranty under paragraph 3.1, Photographer represents and warrants to Agency the following:

3.2.1 Photographer alone holds the copyright to Images and has not assigned such copyright to any third party.

3.2.2 Photographer is the sole and exclusive owner of the Images and has full and unrestricted right to License the Images except for any restrictions disclosed to Agency pursuant to 3.2.4 below.

3.2.3 To the best of Photographer's knowledge, Images do not infringe any copyrights, trademarks, property rights, right of privacy, or publicity and do not defame or violate the rights of any third parties in any manner.

3.2.4 Unless any previous Licenses, sales restrictions, or limitations for the use of Images are indicated in writing to Agency, no Licensing restrictions exist and to the best of Photographer's knowledge, there are no claims by any person or entity of such Licensing, restrictions or limitations.

3.3 In the event of any breaches of the above representations and warranties, the party in breach agrees to indemnify and hold the other party harmless for any and all losses, liabilities, damages, claims, demands, costs obligation, deficiencies and expenses (including interest, penalties, and reasonable attorney's fees) which arise, result from or relate to any breach of the above representations and warranties except as provided otherwise in this Agreement.

4. AGENCY OBLIGATION

4.1 Agency shall use its best commercial efforts to License Images through MP&A and to maximize the consideration for the Licensing.

4.2 Agency shall conduct its business in a professional and ethical manner so as to maintain and promote the reputation of Photographer and his Images.

4.3 Agency shall use a reasonable commercial effort to provide Photographer with samples of all Images Licensed through MP&A. Agency and Photographer understand and agree there are difficulties in obtaining samples when Agency does not handle Licensing directly.

5. PHOTOGRAPHER'S OBLIGATION:

5.1 Photographer agrees to supply Agency with properly mounted and captioned Images and to provide copies of Model Releases or Property Releases on all appropriate Images when available. In the event the existence of a model or property release is not indicated for a given Image, Agency acknowledges that no such release shall be deemed to exist and Agency assumes full responsibility for the subsequent use of such Images and indemnifies the Photographer from any and all damages incurred by MP&A or third parties in connection with such uses.

5.2 Photographer agrees to immediately advise Agency in writing of the terms of any Licensing restrictions applying to any Image in order that MP&A and Photographer may avoid the grant of conflicting Licenses.

5.3 Photographer agrees that, among the Photographer's agencies, Agency will be given first right of refusal on all new images produced by Photographer during the term of this Agreement and that Agency may keep for its files any Images considered to be Essentially Similar to those selected for its purposes.

5.4 Photographer agrees to provide Agency a list of all other agents, agencies or selling mediums with which Photographer has in the past or at present made arrangements to License images.

5.5 It is agreed that the mailing address Photographer furnishes to Agency is of primary importance. Photographer therefore agrees to furnish Agency with a current address to which all payments, sales reports, Images and other materials may be sent.

6. COPYRIGHT:

6.1 All Images Licensed by MP&A shall contain a copyright notice in Photographer's name as such notice has been indicated by Photographer on the face of the Images. In the event no notice is so affixed, Agency agrees to affix notice in Photographer's name before the Licensing of any Image.

6.2 All Images shall at all times remain the sole and exclusive property of the Photographer, including the copyright, which shall be held by MP&A solely for Licensing purposes described herein. Photographer grants Agency the right to register such Images for copyright protection in Photographer's name and for the benefit of Photographer. The costs of copyright registration shall be shared equally between Agency and Photographer.

7. COMMISSION:

7.1 Photographer's commission on Licensing of Images by MP&A shall be fifty percent (50%) of the gross billings except with respect to packages, for which the commission shall be sixty percent (60%) of the gross billings. For the purposes of this Agreement, a package shall be defined as a series of Images by Photographer which is marketed and sold to a magazine or other periodical as a set that shares a common theme or story line, provided that a set of Images shall not be considered a package unless more than 5 Images are published in a single issue. Gross billings shall be defined as all revenue collected by Agency from the Licensing of Images. Permissible deductions from gross billings shall include currency conversion costs, bank fees, collection fees and sales, use or foreign taxes. Gross billings shall not include service fees, holding fees and research fees.

7.2 With respect to revenues received from the Licensing of New Media products and programming developed by MP&A, twenty-five percent (25%) of such revenues shall be deemed to represent royalties for image content incorporated therein, of which one half (12.5%) shall be paid to Photographer. Photographer's share of New Media royalties shall be determined either by the pro rata portion of a New Media product devoted to Photographer's Images or the pro rata use of a New Media product attributable to Photographer's Images.

7.3 Agency agrees to a quarterly payment schedule for reproduction fees collected for the use of Images. At any point quarterly payments to Photographer exceed \$1000 US, Photographer may request and Agency agrees to initiate a monthly payment schedule. Commission checks shall be accompanied by a sales report that includes the following information: date of payment; description of usage; subject of image; identification number of image; gross amount received by Agency; deductions, if any, and amount paid to Photographer. Commission reports and payment for all licensing revenue collected in a given payment period shall be due and payable on the 20th day of the following month. Notwithstanding the foregoing, it is stated herein that partial payments or any payments received with insufficient information to allow the accurate allocation of revenues between photographic sources shall not be deemed "collected" by Agency until any such payment is made in full or until receipt of information allowing Agency to make an accurate allocation of commissions to photographers.

7.4 After the termination of this Agreement, or, in the case of Images included in MP&A Promotions, after the termination of the Promotion Period, MP&A shall, for a period of one year, have the right to issue Licenses to Images which are in the possession of MP&A customers at the time of termination and which are under consideration for possible use. MP&A shall receive its regular commission, as defined herein, for all Licensing completed under this provision.

7.5 After the termination of this Agreement, or, in the case of Images incorporated in Promotions, after the termination of the Promotion Period, MP&A shall have the right, for five years to relicense, extend, renew, and/or modify any and all Licenses to any Images Licensed during the term of this Agreement, subject only to Photographer's confirmation that no conflict will arise with another license as a consequence. MP&A shall receive its regular commission, as defined herein, on any and all revenues from the relicense, renewal, extension and/or modification of Licenses to Images Licensed during the term of this Agreement.

8. DUPLICATES:

8.1 Photographer agrees that MP&A may make Duplicates as required to distribute Images.

8.2 Photographer agrees that Duplicates may differ somewhat from Images in such attributes as color, density, sharpness, or crop and that Agency shall bear no liability for any such differences.

8.3 MP&A shall have the unrestricted right and sole discretion to make Duplicates of any Images. Photographer shall not be charged for the cost of making any Duplicate transparencies except as otherwise provided under this Agreement. Copyright ownership to any such Duplicates shall remain with the Photographer but the ownership of the Duplicates themselves shall remain with Agency. MP&A will not make any use of the Duplicates contrary to the terms of this Agreement and if Photographer so requests, MP&A will destroy the Duplicates after it has no further right to exploit them pursuant to this Agreement.

9 AGENCY USE OF IMAGES FOR PROMOTION:

9.1 Subject to the terms and conditions of this Agreement, MP&A shall have the right and sole discretion to reproduce and use any Images for the Promotion of MP&A in any and all media without compensation to Photographer.

9.2 Agency may select Images for MP&A catalog, web site and CD/DVD Promotions and may retrieve from Photographer up to fifty percent (50%) of the pro rata costs of such Promotions. For the purposes of this Agreement, costs of Promotions shall include but not be limited to all relevant costs and expenses of design, prepress, duping, Image scanning, digital cleanup, programming, color separation, production consulting, printing, paper, binding, packaging, transport, distribution and advertising. Agency shall advance all costs incurred in such Promotions, and Photographer's fifty percent (50%) share of these costs will be deducted from sales commissions. Such deductions may not exceed 50% of sales commissions due Photographer in any monthly period. Agency and Photographer agree that Photographer's per Image cost sharing for Images included in any MP&A websites shall be a one time fixed charge amounting to \$10.00 per Image. The one time \$10.00 web image fee will be waived for digital capture images submitted as digital files of acceptable quality accompanied by metadata including at minimum latin and vernacular names, location, behavior or activity and other relevant information of acceptable quality and in the requested format (full details available in digital submission guidelines).

9.3 Photographer agrees that MP&A may continue to License all Images used in MP&A Promotions during the Promotion Period in accordance with the rights granted to MP&A under this Agreement, regardless of the date of termination of this Agreement.

10 INSPECTION OF AGENCY BOOKS:

Agency agrees that upon reasonable notice and during regular business hours, Photographer shall have the right once a year to inspect Agency books and records at the offices of Agency to make extracts thereof as same relate to revenues and expenses related to Photographer's Images (an "Audit"). Given Agency's responsibility to keep individual photographer records confidential, any such Audit may only be conducted by a licensed, third party CPA and any findings to be communicated to Photographer shall first be submitted to Agency for review. If the result is the discovery that Agency has underpaid Photographer by an amount equal to or in excess of ten percent (10%) of Photographer's gross annual revenue from Agency in the prior calendar year, then Agency shall bear all costs and expenses of such an audit as well as remit to the Photographer all past due sums.

11 STORAGE, CUSTODY, RETRIEVAL AND RETURN OF IMAGES:

Photographer agrees to submit original film for scanning as requested by Agency and Agency agrees to return to Photographer all such Images once scanning and all required captioning and keywording has been completed. Images submitted to Agency will be at Photographer expense and Images returned to Photographer will be at Agency expense.

12. CLAIMS, RECOVERIES AND LIABILITY:

12.1 Photographer agrees to indemnify, defend, and hold MP&A harmless from any claims, lawsuits, attorney's fees or other expenses resulting from any erroneous, inaccurate or incomplete information he supplies regarding ownership, caption information, or Licensing restrictions for Images.

12.2 Photographer understands that Images may be lost, damaged, faded or discolored through normal use. Accordingly, Photographer agrees that if at the time of termination of this Agreement, a reasonably full return of Images cannot be made because of the foregoing, then Agency shall have no liability therefore. Agency's liability with regard to the return of Photographer's Images shall be limited to \$100 even in the event of negligence.

13. INSURANCE:

Photographer agrees that image library collections are not insurable and that he should therefore seek insurance of his own should he wish to have Images afforded better protection than that offered by Agency.

14. INSTITUTION OF ACTIONS:

In the event of non-payment, loss, damage, destruction or unauthorized use of Images by Agency's clients, subagents or other, Photographer gives Agency full and complete authority to make or institute suit in Photographer's name, if necessary, without Photographer's permission. All resulting recovery shall be apportioned fifty percent (50%) to Photographer and fifty percent (50%) to Agency after deduction for collection fees, legal fees, subagent commissions and other expenses incurred by Agency in its efforts to resolve said claim. Photographer agrees to give reasonable cooperation with respect to such lawsuits, including without limitation, production of pertinent documents, responding to interrogatories, and appearances at deposition and trial provided Photographer's expenses are reimbursed by Agency. Photographer agrees that whereas the foregoing grants Agency the complete authority to institute suit, Agency is not obligated to do so.

15. TERM AND TERMINATION:

15.1 This Agreement shall be in effect for five (5) years from the commencement date hereof, and shall be automatically renewed for a like period unless either party notifies the other party in writing of its intention not to renew this Agreement no later than thirty (30) days before the date of renewal. The commencement date of this Agreement shall be the date signed by Agency and Photographer and if signed on different dates, the later of the two dates shall be the commencement date.

15.2 Upon expiration or termination of this Agreement, MP&A shall immediately cease all activities in respect to Licensing of any Image except as otherwise provided in this Agreement.

16. EVENT OF BANKRUPTCY:

All Images shall remain Photographer's property and cannot be construed as assets of MP&A in the event of bankruptcy.

17. ARBITRATION:

Agency and Photographer agree that any and all claims and disputes arising under this Agreement shall be resolved by binding arbitration under the auspices of the American Arbitration Association in San Francisco, California. Any award may be confirmed in any court having jurisdiction.

18. MISCELLANEOUS:

18.1 Except as otherwise provided herein, this Agreement shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

18.2 In the event either party is required to retain an attorney to enforce the terms of this Agreement, the prevailing party's attorney fees shall be paid by the other party.

18.3 Should any provision of this Agreement be found to be non-binding, all remaining provisions shall remain in force for the duration of this Agreement.

18.4 This Agreement may not be terminated during its term except for material breach of its provisions.

18.5 It is agreed that this Agreement does not constitute an employment agreement between Agency and Photographer and that the status of both parties is solely that of independent contractor.

18.6 No trade, custom, or usage shall affect this Agreement or the terms and conditions of it.

18.7 Any notice to be given hereunder shall be in writing and either delivered personally or sent by registered mail, return receipt requested, or by any courier requiring acknowledgement of receipt to the respective addresses set forth for Agency and Photographer herein. Either party may change said address by giving notice to that effect pursuant to the terms of this paragraph.

18.8 This Agreement is to be interpreted solely according to the laws of the State of California.

18.9 This Agreement represents the entire agreement between Agency and Photographer, and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.

18.10 Photographer understands and accepts that Agency's terms and conditions pertaining to image submissions and use as outlined on Agency's delivery memos, invoices and other such paper work, apply only to the terms of business between Agency and it's clients and not between Agency and Photographer.

18.11 The terms of this Agreement shall remain confidential between Agency and Photographer.

Agreed to and Accepted



Richard L. Minden
President, Minden Pictures, Inc.
a California Corporation
558 Main Street
Watsonville, CA 95076

Date: April 14, 2008



Luciano Candiani, photographer

Al. Cauaxi, 153 / 804 - Alphaville, Barueri, SP
06454-020 - Brazil

Date: April 7, 2008

Copyright Assignment, Accrued Causes of Action, and Litigation
Agreement

The undersigned, the sole owner of the copyrights in the undersigned's images ("the Images") selected by Minden Pictures, Inc. ("Agency") and included in its collection, hereby assigns to Agency co-ownership of all copyrights in the Images. This assignment authorizes Agency, in its sole discretion, to present, litigate and settle any accrued or later accruing claims, causes of action, choses in action – which is the personal right to bring a case – or lawsuits, brought by Agency to address unauthorized uses of the Images by licensees of Agency, as if Agency were the undersigned. Agency agrees to reassign its co-ownership of the Images back to the undersigned immediately upon the conclusion of any such litigation.

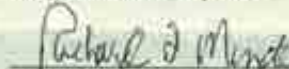
Any proceeds obtained by settlement or judgment for said claims shall, after deducting all costs, expenses and attorney's fees, be divided as provided in the Photographer's Agency Agreement.

The Undersigned:

Minden Pictures, Inc.:



Signature



Richard L. Minden, President

LUCIANO CANDISANI

Print Name

Date signed: MAY - 10 2011

Date signed: MAY 24, 2011