

### AGREEMENT FOR PUBLICATION

This agreement for publication made this 7<sup>th</sup> day of March, 2002 between Pacific Press Publishing Association, Inc. (the "Publisher") and Danny Shelton (the "Author") for the publication of a certain literary work (the "Work") presently titled *Can We Eat Anything?* under the following terms and conditions:

#### SECTION A. THE AUTHOR

- (1) Author guarantees and represents that he or she is the sole author and proprietor of the Work, except where differently stated and indicated by proper credit in the Work itself, or except where Author has obtained permission to present the Work as Author's work.
- (2) Author guarantees and represents that the Work contains no matter that is libelous or otherwise unlawful, and he or she promises to hold harmless and to indemnify Publisher against any costs or damages sustained by Publisher because of any libelous or unlawful matter in the Work or because it infringes any copyright, including, but not limited to, costs to defend against any such claims including attorney's fees.
- (3) Author agrees not to furnish any other publisher during the term of this Agreement any work of competing character on the same subject.
- (4) Author hereby transfers to Publisher the exclusive and universal rights for all languages for all languages to (a) reproduce and publish said Work in the United States of America and elsewhere throughout the world; (b) distribute copies of said Work to the public by sale or other transfer of ownership, or by rental, lease, or lending; (c) reproduce and publish said Work or portions thereof electronically in databases, storage and retrieval systems, Internet web sites, or other electronic formats.

#### SECTION B. THE PUBLISHER

- (5) Publisher agrees to bear all the expenses of typesetting, illustrating, printing, binding, and other items incident to the manufacture of the Work and to assume all responsibility for its publication.
- (6) Publisher will provide Author with a copy of the edited and copy-edited manuscript on which Author may review editorial changes.
- (7) Publisher agrees to imprint a proper United States copyright notice on each copy of the published Work and shall register said copyright in the United States.
- (8) Publisher agrees that Three Angels Broadcasting Network shall be listed as a co-publisher with Pacific Press Publishing Association on the title page of the Work.

(9) Publisher will remunerate Author by paying royalties on copies of the Work sold at Publisher's invoice selling price in accordance with the prevailing structured royalty scales established by the General Conference of Seventh-day Adventists. The Work will be published as a mass distribution sharing book, in a saddle stitch binding. The General Conference royalty rate presently prevailing for books in this category is seven percent (7%) of the wholesale price for all copies sold.

Author to receive one hundred percent (100%) of the above royalty.

(10) As immediate consideration for this agreement, Publisher will pay to Author the sum of \$500.00 as an advance upon royalties. This advance royalty will be deducted from earned royalties when settlement is made, according to the terms stated in paragraph 11 below.

(11) Within eight weeks after December 31 of each calendar year, Publisher shall render to Author an account of sales of the Work during the year immediately preceding. At such time, Publisher will pay the amount due Author, after having deducted any advances and any other items to be paid by Author.

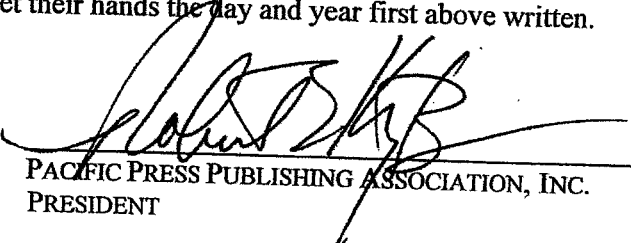
(12) Publisher shall pay Author no royalty on copies of the Work used for advertising purposes, complimentary copies, or damaged copies.

#### SECTION C. GENERAL

- (13) This written instrument contains the entire publishing agreement between Author and Publisher and may be enlarged, modified, or altered only by written agreement signed by the Author and an authorized representative of the Publisher.
- (14) Publisher shall communicate with Author using the most recent address on file for Author. It is the responsibility of Author to keep Publisher informed of his or her current mailing address.
- (15) This Agreement is governed by the laws of the State of Idaho with Idaho being the jurisdiction of choice for the resolution of any disputes.

In witness whereof, the parties hereunto have set their hands the day and year first above written.

  
AUTHOR

  
PACIFIC PRESS PUBLISHING ASSOCIATION, INC.  
PRESIDENT