

# EXHIBIT D



TANTOR MEDIA, INC.

2 BUSINESS PARK ROAD, OLD SAYBROOK, CT 06475 - (860) 395-1195 - FAX (860) 395-1154

This Agreement (the "Agreement") is effective as of **September 1, 2011** (the "Effective Date") by and between **J.R. Salamanca, 10843 Deborah Drive, Potomac, MD 20854, represented by the John W. White Literary Agency located at 60 Pound Ridge Rd., Cheshire, CT 06410**, (hereinafter referred to as the "Licensor") and Tantor Media, Inc. (hereinafter referred to as "Tantor") located at 2 Business Park Road, Old Saybrook, CT 06475, a Connecticut corporation.

**WHEREAS**, the Licensor is the owner of the electronic rights in and to the book(s) set forth in Exhibit A attached hereto and incorporated hereby (hereafter referred to as the "Work(s)"); and

**WHEREAS**, Tantor is in the business of the publication and sale of literary Work(s) in electronic formats and desires to acquire from the Licensor the rights to the Work(s) as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensor and Tantor agree as follows:

#### **1. Grant of Rights.**

A. The Licensor hereby grants, conveys, and transfers the following rights to Tantor:

(i) The right to produce, publish, promote and sell electronic formats of the Work(s), including on disks and electronic downloads for the E-reader format or any other digital format or media now known or hereafter developed or devised during the term of this Agreement (the "Electronic Format")

(ii) In the territory of the **World**

(iii) In the World **English** language

(iv) For the initial term of **10 years**, commencing from the Effective Date of this Agreement; with subsequent automatic renewal term(s) of 1 year each, unless and until terminated at the end of the then current term with ninety (90) days prior written notice to the other party.

(v) In **All Markets (=Library + Retail)**

(vi) This grant of rights shall be **exclusive**

(vii) In **unabridged** format.

B. The parties agree that the Electronic Format contemplated herein shall be the entire text of the Work(s) and that no changes, additions, or revisions to the text shall be made without the Licensor's prior written approval.

C. The parties agree that Tantor shall be the owner of the Electronic Format of the Work(s) produced by Tantor hereunder. In the event and to the extent necessary, Licensor agrees to and does hereby grant to Tantor any rights necessary for Tantor to be the owner of such Electronic Format as contemplated in the previous sentence. This paragraph shall survive termination of this Agreement.

D. Upon request by Licensor at the termination of this Agreement, Tantor and Licensor may negotiate in good faith an agreement reasonably acceptable to the parties to provide a copy of the file containing such Electronic Format of the Work(s) to Licensor. This paragraph shall survive termination of this Agreement.

E. Tantor shall have the right to sell the Work(s) in Electronic Format in a digital, downloadable format (“Downloadable Format”), with or without digital rights management protection (“DRM”).

F. If the Licensor has a website for its Work(s), the Licensor may use up to two (2) chapters, including prologue, of the final, approved Electronic Format of the Work(s) for promotional purposes on his/her website, depending on the length of the book, upon agreement between the parties.

## **2. Reservation of Rights**

All rights not specifically granted to Tantor herein are reserved by the Licensor, including but not limited to the retention of any print editions, abridged version, or audio and video rights in any recording based on a dramatic adaptation or dramatization in connection with the grant of motion picture, television, radio, or dramatic rights.

## **3. Royalties**

Tantor shall pay Licensor or its Agent semi-annually (a) for Electronic Format of a Work a sum equal to **Fifty Percent (50%)** of Tantor’s Net Sales Receipts (“Royalty”) on sales of the electronic format;

## **4. Original Materials**

~~The Licensor shall make every reasonable effort to promptly provide Tantor with the finished copyedited computer file of the Work(s), (TXT, DOC, RTF, or any other mutually agreeable format).~~

Tantor will provide **one (1)** finished copy of the PDF version of the Work for Licensor and its Agent for personal use only and for no other purpose.

## **5. Promotion Materials**

The Licensor consents to the use by Tantor of subsidiary promotional materials that shall include: the Author’s name, approved photograph, and approved biographical material, plus text and

graphic elements of the book jacket, and other materials which may be available in connection with the Work(s) (the "Material").

In any case where a third party owns or controls any of the Material described in this Section 5, the Licensor will make best efforts to provide accurate contact information for the owners/rightsholders. At Tantor's reasonable discretion, Tantor will make reasonable efforts to clear ownership of such Materials and, if cleared to Tantor's reasonable satisfaction, will pay any fees related to their use in the Electronic Format. Any such Materials will be used in an appropriate and tasteful manner.

Licensor grants to Tantor the following promotional rights:

- (a) the right to promote other Tantor e-books alongside the Work(s);
- (b) the right to be able to give away first chapter samples of Work(s);
- (c) the right to provide portions of the Electronic Format of a Work for the "Look Inside" function on Amazon so that sample pages will be available on Amazon, as well as for any similar feature that is available during the term of this Agreement; and
- (d) the right to give away copies of the Electronic Format of Work(s) for promotional purposes.

## **6. Artistic Control**

Tantor shall have full artistic control over the production of the Electronic Format of the Work(s).

## **7. Accounting**

Tantor shall keep accurate books of account and records covering all transactions relating to this Agreement. Tantor shall provide Licensor with a commercially reasonable detailed statement of Royalties rendered as semi-annual statements of account as of June 30th and December 31st of each calendar year and shall mail such statements along with any amount due within sixty (60) days of the close of each accounting period commencing with the first full six months after the Electronic Format of the Work(s) is first offered for distribution hereunder. Statements of Royalties will set forth the specific allocations of Licensor's earning by each Electronic Format from which such earnings are derived, and will be sent regardless of whether a payment is due.

Licensor or its representative may, upon reasonable written notice, examine Tantor's records relating to Royalties during normal business hours under such conditions as Tantor may reasonably prescribe. Such examination may take place not more than once every twelve (12) months. If an error in the Licensor's favor is discovered as a result of any such examination, Tantor shall promptly pay for the amount of the error. Any such examination shall be at the Licensor's expense unless errors of accounting in Tantor's favor amounting to five percent (5%) or more of the calendar year being examined in such audit are found, in which event all reasonable and customary examination expenses shall be at Tantor's expense.

## **8. Copyright and Authorship Credit**

Tantor shall, as an express condition of receiving the grant of rights specified in Paragraphs 1, publish a copyright notice on the Electronic Format of the Work(s) as follows:

**At the beginning of the Electronic Format of the Work:** Copyright (C) 1961 by J.R. Salamanca. This electronic format is published by Tantor eBooks, a division of Tantor Media, Inc, and was produced in the year 2011.

## **9. Duty to Publish**

Tantor shall publish the Electronic Format of the Work(s) no later than six (6) months after the Effective Date. Failure to so publish shall give the Licensor the right to terminate this Agreement (without prejudice to monies paid) upon sixty (60) days prior written notice of Tantor's failure to make timely publication and opportunity to cure. At its reasonable discretion, Tantor will make best efforts to publish and promote the Work(s) using appropriate e-book sales channels and options consistent with industry standards.

## **10. Representation and Warranty; Indemnity**

Licensor represents and warrants that (a) it is free to enter this Agreement; (b) this Agreement does not violate the terms of any other agreement between a party and any third party; (c) it has all the rights necessary to enter into this Agreement and grant the rights herein, including all intellectual property rights and, as to out of print Work(s), print rights to those Work(s), and that such rights are owned or controlled by the Licensor without encumbrance; (c) that the Work(s) does not violate the right of privacy or any other right of any person; (d) that the Work(s) is not libelous or obscene (to the best of Licensor's knowledge); and (e) that the Work(s) does not infringe upon the statutory or common law copyright or other intellectual property of any other party. Licensor agrees to indemnify, defend and hold Tantor harmless against any loss, expense or damage occasioned by any claim, action, proceeding or recovery arising out of a claim inconsistent with any of the foregoing representations and warranties. The representations, warranties and indemnities made herein shall survive the termination of this Agreement.

## **11. Default and Termination**

Termination. Either party may terminate this Agreement if: (i) 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 thirty (30) days following receipt of a written notice of such failure from the non-breaching party, or (ii) if the other party files a voluntary petition in bankruptcy or applies for appointment of a receiver for its business, or if a petition in bankruptcy is filed against the other party by any third party, which is not dismissed within sixty (60) days after filing.

## **12. Assignment**

Any and all of the rights granted to Tantor under the terms of this Agreement shall be assignable upon the sale of all or substantially all of Tantor's assets. Except for the sale of all or substantially all of the assets of Tantor, any and all of the rights granted to Tantor under the terms of this Agreement shall be assignable provided that Licensor extends advance written approval for the assignment. Upon the written assumption of those obligations by the assignee, Tantor shall forward a copy of the written and fully executed assumption of obligations to the Licensor, and Tantor shall be discharged of all further obligations and have no further rights under this Agreement.

### **13. Liability**

In no event shall either party be liable under this Agreement (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for loss, profits, revenue or any indirect, incidental, punitive, special or consequential damages incurred by either party.

In no event shall Tantor's total liability, howsoever arising, whether arising out of contract, negligence, strict liability in tort or breach of warranty or any other cause of action, exceed the royalties paid to Licensor by Tantor for the six months immediately preceding the event that gave rise to such liability under this agreement.

### **14. Interpretation and Choice of Law**

This Agreement shall be governed by and construed under the laws of the State of Connecticut, applicable to agreements made and fully performed therein without regard to conflict of law principles.

### **15. Fees and Costs**

If any action to enforce or interpret this Agreement is taken by the Licensor or Tantor against the other, then the substantially prevailing party in such action will be entitled to recover from the other all reasonable costs and expenses incurred in taking or defending such action, including reasonable fees of attorneys, the fees of experts and other technical advisors, inclusive of appeal.

### **16. Waiver**

Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

### **17. Notices**

Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

#### **If to Licensor:**

John W. White Literary Agency  
60 Pound Ridge Rd.

Cheshire, CT 06410

**If to Tantor:**

Tantor Media, Inc.  
Att: Ron Formica  
2 Business Park Road  
Old Saybrook, CT 06475

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

**18. Independent Status.**

The performance by Tantor of its duties and obligations under this Agreement shall be that of an independent contractor, and nothing herein shall create or imply an agency or employment relationship between Licensor and Tantor.

**19. Modification or Amendment**

No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

**20. Entire Understanding**

This Agreement and any exhibit attached hereto constitutes the entire understanding and agreement of the parties as to the subject matter herein, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

**21. Unenforceability of Provisions**

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

**22. Survival**

All provisions of this Agreement regarding indemnification, warranty, liability and such other provisions that by fair implication required performance beyond the term of this Agreement shall survive expiration or termination of the Agreement until fully performed or otherwise are inapplicable.

**23. 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: (i) gives the other party written notice of such cause promptly, and in any event within fifteen (15) days of discovery thereof; and (ii) uses its reasonable efforts to correct such failure or delay in its performance.

**24. Arbitration**

Any claim, dispute or controversy arising out of or in connection with this Agreement or any breach thereof shall be arbitrated by the parties before the American Arbitration Association under the rules obtaining of that Association. Such arbitration shall be held in the City of New Haven. Judgment may be entered on the award in any court having jurisdiction thereof. The arbitrator shall be one mutually agreeable to both parties in the claim, dispute or controversy.

**25. Bankruptcy**

In case of (a) bankruptcy, receivership or assignment for benefit of creditors of the Publisher, or (b) if a petition in bankruptcy is filed by the Publisher, all rights granted herein shall revert to the Author and thereupon this Agreement shall terminate but the Author shall have the right to buy back any remaining copies or sheets at a fair market value, to be determined by agreement.

**26. Agency**

The Author hereby authorizes the Author's agent, John White, 60 Pound Ridge Road, Cheshire, Connecticut 06410-3412 to collect and receive all sums of money payable to the Author under the terms of this agreement and declares that the receipt by said agent shall be a good and valid discharge in respect thereof, and the said agent is hereby empowered to act on behalf of the Author in all matters arising out of this agreement; said authorization shall continue in effect unless and until the Publisher shall be otherwise instructed in writing by the Author.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

**Tantor Media, Inc.**



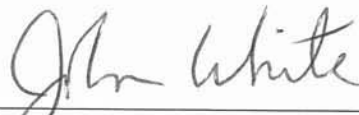
Signature

Ron Formica

9/7/2011

Date

**Licensor:** J. R. Salamanca



Signature

John White / Agent for IRS

Printed Name

6 September 2011

Date



EXHIBIT A  
The Work(s)

	<u>TITLE</u>	<u>AUTHOR</u>
1.	Lilith	J.R. Salamanca