Proposal: To write a history of Cuyahoga County as a legacy project for the County’s Bicentennial, 2008-2010. The only major work on the history of the County was written by Crisfield Johnson and published in 1879; but it should be noted that William R. Coates authored a book on the History of Cuyahoga County and Cleveland in 1924. Although there are multiple works on the growth and development of the City of Cleveland there is thus little published information extant that examines the most populous county in the State of Ohio.

Audience: The book will be directed to a more general audience, including those individuals who are members of the more than thirty historical and genealogical societies in Cuyahoga County; employees of County government (approximately 9,300); those who employed by township, municipal and village governments in Cuyahoga County; and people who have are interested in history by avocation. But this book will also serve as a text suitable for use in the 31 school districts throughout the County; and as a reference work in area libraries: public (28 in the County Library System, as well as the Cleveland Public Library, and Cleveland Heights-University Heights, East Cleveland, Euclid, and Shaker Heights public libraries); and academic (Case Western Reserve University, Cleveland State University, Cuyahoga Community College, 3 campuses, John Carroll University, Notre Dame College, and Ursuline College).

Scope: The book would consist of both text and images and would be no longer than 150-175 pages in length. It will include footnotes and a bibliography.

Outline
Of content: The volume would be arranged into sections that cover various chronological eras, e.g. 1808-1830, 1830-1860, etc., but the chapters in each section would have a particular focus, and might include topics like agriculture, arts and culture, business and industry, geography and natural resources, growth of county government, health care, philanthropy, race and ethnicity, recreation, religious diversity, and transportation, etc.

Author: Cuyahoga County Archivist Dr. Judith G. Cetina, who has a detailed knowledge of the County’s history and of resources and of images available to document and illustrate the text. The said author will also provide samples of her writing, taken from prior publications, upon request.
THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO
S.C. CODE ANN. 8 15-48-10, ET SEQ., AS MODIFIED HEREIN

MEMORANDUM OF AGREEMENT

This Agreement is made this 19th day of February 2010 between Judy G. Cetina, Ph.D. with an address of Cuyahoga County Archives, 2965 Franklin Blvd., Cleveland, OH 44113 (hereinafter called "the Author," which expression shall, where the context admits, include the Author's executors, administrators and assigns, or successors in business as the case may be) and Arcadia Publishing, Inc., with principal offices at 420 Wando Park Boulevard, Mt. Pleasant, South Carolina 29464 (hereinafter called "the Publisher," which expression shall, where the context admits, include the Publisher's executors, administrators and assigns, or successors in business as the case may be).

Now, therefore, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows concerning a work original to the Author and provisionally entitled: Images of America: Cuyahoga County: The First 200 Years (hereinafter called "the Work").

The Author hereby represents and warrants to the Publisher that the Author has full power to enter into this Agreement, and that the Author's Federal Tax Identification number or Social Security number (as applicable) is _______________ (The Publisher is required by law to provide the IRS with information relative to royalties paid to the Author, and therefore requires the Author's and/or Agent's Federal Tax Identification number or Social Security number.)

1. License. In consideration of the payments described in Exhibit A attached hereto and entitled "Royalty and Rights Exhibits," which is hereby incorporated in this Agreement by reference (or, in the case of a royalty and commission free work, in consideration of the service of publication), the Author hereby grants to the Publisher the sole and exclusive right and license to print, reproduce, publish, sell, lease, display, transmit and to further license the Work, and revisions or derivative works, in all forms, including but not limited to, digital or electronic media and any other media not yet known or recognized, in all languages within the United States and in all other countries throughout the world for the full legal term of copyright in the United States and each other applicable jurisdiction, along with the ancillary rights specified in Exhibits A and B. During the term of this Agreement, the Author agrees not to prepare any work, or publish or authorize the publication of any work which may be an expansion or an abridgement of or of a nature similar to the Work, or is likely to affect prejudicially the sales of the Work or to otherwise adversely affect the value of the rights granted to the Publisher hereunder.

2. Acceptability of the Work. The Publisher's obligations under this Agreement, including without limitation its obligation to publish the Work and pay royalties, are subject to the Author's delivery of the Work in form and substance satisfactory to the Publisher in its sole reasonable discretion.

If the Work is delivered in a condition unacceptable to the Publisher, the Publisher will provide the Author with a written request outlining the requirements of an acceptable work and give the Author thirty (30) days to respond. If, after receiving such written notice, the Author fails to produce a satisfactory and acceptable final, revised Work, or if the revised Work produced by the Author after receipt of such written notice is nevertheless unacceptable by the Publisher, the Publisher may at its option terminate this Agreement.

The Author's Duties in Creation of the Work. The Work shall be completed in strict accordance with Exhibit C entitled "Specification Exhibit," which is hereby incorporated in this Agreement by reference, and, subject to only those delays resulting from the Publisher's exercise of its rights described in Section 2 above, in strict accordance with Exhibit D entitled "Production Schedule Exhibit," which is hereby incorporated into this Agreement by reference.

The Author shall supply or bear the cost of supplying the Publisher with an index, tables, graphs, bibliography, acknowledgments, and other similar material for the Work, if in the opinion of the Publisher such material is desirable.

The Author shall undertake to read, check, and correct proofs of the Work and to return them to the Publisher within seven (7) days of receipt, failing which the Publisher may consider the proofs as passed for press. The cost of all alterations and corrections made by the Author in the finished artwork and in proofs (other than the correction of artists', copy editors', and printers' errors) above five percent (5%) "the original cost of composition shall be borne by the Author. Should any change arise under this clause the amount may be deducted from

initials ________________

(Author) (Publisher)
any sum which may become due under this Agreement. If because of the form of this Agreement there are no sums to become due, the Author shall remit the sum due within sixty (60) days of receiving an invoice summarizing the costs.

4. The Publisher's Duties in Publication of the Work The Publisher shall publish the Work at its expense. The Publisher shall use all reasonable efforts to publish the Work (unless prevented by circumstances outside its control) within twelve (12) months of delivery of the complete Work ready for printing in form and substance acceptable to the Publisher.

While proper care will be taken of the Work, the Publisher shall not be responsible for any loss or damage to it while it is in the Publisher's possession or control, or in the course of production or in the course of shipment.

The photographs and illustrations supplied by the Author shall be returned to the Author. However, while reasonable care will be taken of the Work and the photographs and illustrations supplied by the Author, the Publisher shall not be responsible for any loss or damage to the illustrations while they are in the Publisher's possession or control, or in the course of production or in the course of shipment.

The Author agrees that the Publisher shall not be liable for any loss resulting to the Author from a destruction or other loss of any material delivered to the Publisher.

The Publisher undertakes that the name of the Author shall appear in its customary form with due prominence on the title-page, dust-jacket, or cover of every copy of the Work published by the Publisher and shall be in the name of the Author as supplied by the Author with the first year of publication or in such other form as may be required by law from time to time.

The Publisher undertakes that the copyright notice to be printed upon every copy of the Work on the title verso page shall be in the name of the Author as supplied by the Author with the year of first publication or in such other form as may be required by the law from time to time.

5. Control of Publication and Sales The paper, printing, binding, jackets or covers and embellishments, and jacket or cover design; the promotion; the manner and extent of advertisement; the number and distribution of free copies for the Press or otherwise; the reprinting, pricing, and terms of sale of the first and any subsequent edition of the Work issued by the Publisher shall be at the sole discretion of the Publisher, who shall in all respects, except as expressly herein provided, have the entire control of the publication of the Work and ancillary rights.

6. Permission for Use of Incorporated Material The Author acknowledges that, in light of the nature of the Work as a compilation of historic photographs, certain of the material to be incorporated into the Work will be subject to the copyright of others. The Author shall obtain all appropriate assignments or licenses from the copyright owner(s) of the photographs, pictures, diagrams, drawings, maps, and other material to be used in the Work, granting all rights necessary or desirable in connection with creation, publication, and exploitation of the Work, and any revisions, derivative works and portions thereof, and all rights licensed or granted hereunder. The Author agrees to pay all fees for the use of such material. If the Author fails to pay any necessary copyright fees, the Publisher may, at its option, pay said fees, in which case the Author shall promptly reimburse the Publisher, therefore. The Author shall provide evidence of written permission to use any copyrighted material not original to the Author promptly upon the Publisher's request.

7. Representations; Covenants; Indemnification The Author represents, warrants, covenants, and agrees as follows:

A. Except with respect to copyrighted material described in Section 6 hereof which the Author shall have obtained proper rights to use and to license to Publisher, the Author is and shall be the sole owner of the Work and all rights herein licensed to the Publisher; the Work is and will be original to the Author and has not previously been published in any form.

B. The Work shall be in no way whatsoever violate or infringe any existing copyright or license or other proprietary right.

C. The Work shall contain nothing obscene, libelous, or defamatory, or otherwise contrary to law and all statements contained therein purporting to be facts shall be true.

The Author shall indemnify and hold harmless the Publisher, its officers, directors, employees, and agents from and against all actions, suits, proceedings, claims, demands, damages, losses, and expenses (including any attorneys' fees incurred and any amounts paid by the publisher on the advice of its attorneys to compromise or settle any claim) caused by, resulting from, arising out of, or occurring in connection with any misrepresentation by the Author of, or breach by the Author of this Agreement or any of its provisions. The Publisher reserves the right to alter the Work in such a way as may appear to the Publisher appropriate for the purpose of removing any material which the Publisher's opinion may be considered objectionable or likely to be actionable at law, but any such alteration or removal shall be without prejudice to and shall not affect the Author's indemnification obligations hereunder. The representations, warranties, covenants, and indemnities contained in this Section 7 shall survive expiration or termination of this Agreement.

Royalties: Accounting The Publisher shall pay the royalties described in Exhibit A hereeto with respect to the Work. The Publisher shall render semi-annual accounts of the sales of the Work and ancillary rights to the Author for the six (6) month periods ending the 31st of December and the 30th of June of each year following publication of the Work. The accounts of sales of the Work together with any sums at may become due shall be delivered to the Author and settled within three (3) months of the end of the immediately preceding accounting period, provided however that no account need be submitted, unless specifically demanded, nor payment made, in respect of any period in which the sum due is less than thirty dollars ($30.00), in which case the amount will be carried forward to the next accounting date. Should the Author be thirty (30) days or more in arrears of payment for books purchased from the Publisher, the Publisher may, at its discretion, deduct payments from royalties due to the Author.

The Author or the Author's authorized representative shall have the right upon written request to examine the records of account of the
Publisher in so far as they relate to the sales and receipts in respect of the Work, which examination shall be at the cost of the Author unless errors in excess of five percent (5%) undercalculation of total royalties shall be found, in which case the cost shall be paid by the Publisher. Any such examination of the account of sales in respect of the Work shall be made under the supervision of the Chief Financial Officer or other designee of the Publisher. Unless the Publisher shall be responsible for the costs of the record examination as provided above, the Author shall promptly pay to the Publisher the expenses related to such supervision, which shall be deemed to be forty-five dollars ($45.00) for every hour or part of an hour spent by the Publisher's designee in supervision of such an examination.

As a provision against sales of the Work during the first accounting period which may be returned to the Publisher for full credit during subsequent accounting periods, the Publisher shall be entitled to make a reserve against royalties for the first six month accounting period of the Work of a sum not exceeding thirty-five percent (35%) of the royalties deemed to be payable. Any such retention of royalties will be paid with interest at the prevailing bank rate for saving accounts at the Bank of America at the payment date of the second accounting period.

9. Complimentary Copies of the Work; Purchases of the Work by the Author: The Publisher shall send to the Author on publication five (5) complimentary copies of the Work. The Author shall have the right to purchase further copies according to our current trade terms. Under the terms described in Exhibit A, with respect to the Work, the Publisher shall make to the Author payments in respect of all copies of the Work sold, with the general proviso that no royalties shall be paid on: a) copies sold to any party at a cost or less; b) copies presented in the interests of the sale of the Work or publicity for the Work; c) copies lost through theft, or damaged or destroyed by fire, water, earthquake, or otherwise; d) copies lost in the course of shipment; e) copies returned by retailers damaged or otherwise unsaleable; f) copies sold and later returned to the Publisher. The Author shall have the right to purchase copies on the understanding that any copies sold by the Author will be at the full retail price (unless specifically agreed otherwise by the Publisher in writing) and shall not be discounted to the disadvantage of the Publisher. Copies of the Work shall not be resold by the Author to retail bookstores, pharmacies, grocery stores, gift stores, wholesale book distributors, book clubs, or libraries (unless specifically agreed otherwise by the Publisher in writing).

10. Remainder Sales: If, at any time after a period of one year from the date of first publication, the Work shall in the opinion of the Publisher cease to have a remunerative sale, the Publisher shall be at liberty to dispose of any copies remaining on hand as a remainder or overstock. The Author shall be given a right of first refusal on any such disposal at the same price offered by the remainder or overstock dealer. The Author shall have a period of fourteen (14) days after receipt of notification from the Publisher to accept the offer and advise the Publisher in writing of the number of copies the Author will purchase, failing which the Publisher shall be entitled to dispose of all remaining copies of the Work.

11. Appointment of Agent: The Author may authorize and empower an Agent to collect and receive all sums of money payable to the Author under the terms of this Agreement by notification to the Publisher in writing. The Author declares that the Agent's receipt to the Publisher or the Agent's acceptance of any sums of money paid by the Publisher shall be a good and valid discharge to all persons paying such monies to the Agent. The Agent shall be empowered to act in all matters arising out of this Agreement until cancellation of such authorization is received by the Publisher in writing.

12. Registration and Trademarking: The Publisher may, at its option, register the copyright for the Work in the name of the Author with the United States Copyright Office as well as in countries other than the United States, whether or not such countries are parties to the Universal Copyright Convention. The Publisher agrees to supply free of charge to the Author any authorizations or other documents necessary to carry out these provisions, including all assignments or transfers of copyright for material heretofore copyrighted elsewhere.

The Author acknowledges that the Publisher owns all right, title and interest in the trademark rights in the mark [IMAGES OF AMERICA] and in the title of the Work (the "Trademarks"). The Author may not use the Trademarks without authorization from the Publisher and shall not object to, or otherwise interfere with the use or registration by Publisher of the Trademarks and any variations thereof the marks, or attack or contest, in any manner such Trademarks.

3. Copyright Infringement: If the Publisher believes that the copyright or any other right in the Work granted to the Publisher by this Agreement is being or may be infringed, it may, at its own cost and expense, take such legal action in the Author's name, if necessary, as may be required to restrain such infringement or to seek damages therefore. The Publisher, however, shall not be liable to the Author for its failure to take such legal steps. If the Publisher does not bring such action within thirty (30) days after receipt of a written request from the Author to do so, the Author may do so in the name of the Author and at his own cost and expense. Any money damages recovered by either shall be applied first toward the repayment of the Author's and the Publisher's expenses of bringing and maintaining this action, and the balance shall be divided equally between the Author and the Publisher.

. Updating the Work: The Author shall, from time to time, at the request of the Publisher provide information or materials that the Publisher considers necessary to keep the Work up to date and accurate. Should the Author be unable or fail to keep the Work up to date, the Publisher may employ some other party of the Publisher's choosing to do so and may deduct the expenses thereof from any sums payable to the Author under the terms of this Agreement, and the Author shall be deemed to have waived any and all rights that the Author may otherwise have in the work, any sublicensees and their directors, officers, employees, and agents arising out of or relating to any such updates or disclaimers.

Initials \[\text{S C L}\]

(Author) \[\text{Publisher}\]
15. Discontinuance of Publication The Work shall be considered in print if it is on sale under the Publisher's own imprint, or under the imprint of another publisher, or is under contract for publication. If, at any time after four (4) years from the date of publication the Publisher allows the Work to go out of print or off the market in all editions issued or authorized by the Publisher, and further if within twelve (12) months of having received a written request from the Author to do so the Publishers have not reprinted and placed on the market a new edition or authorized the same, then all licenses granted under this Agreement shall forthwith and without further notice revert to the Author, subject, however, to all rights of the Publisher in respect of any contracts or negotiations entered into by it with any third party prior to the date of such reversion and without prejudice to any rights that have accrued under this Agreement prior to the date of reversion.

16. Default under the Terms of Agreement This Agreement may be terminated by the Publisher in the event of a material default by the Author under the terms of this Agreement, which default has not been cured within sixty (60) days of receipt of notice thereof by the Publisher.

In the event of material default by the Publisher under the terms of this Agreement, which default has not been cured within sixty (60) days of receipt of notice thereof by the Author, along with a notice of the Author's intent to terminate therefore, all licenses granted under this Agreement shall revert to the Author forthwith and without further notice, and neither party shall have any further rights and liabilities under this Agreement, subject however to all rights of the Publisher and third parties under or with respect to any contracts or negotiations properly entered into by the Publisher with any third party prior to the date of such termination, and except that such termination shall be without prejudice to any rights that have accrued under this Agreement prior to the date of termination.

17. Choice of Laws, Jurisdiction, and Arbitration This Agreement is deemed to have been entered into within the State of South Carolina and will be construed and interpreted in accordance with the laws of the State of South Carolina. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, the parties will attempt in good faith to resolve such controversy or claim. If the matter has not been resolved within thirty (30) days of the commencement of such discussions (which period may be extended by mutual agreement), then the parties hereby agree to immediately submit the controversy to binding arbitration. The arbitration shall be conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If the controversy exceeds fifty thousand dollars ($50,000), the arbitration shall be conducted by three (3) arbitrators. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The prevailing party in arbitration and/or any appeal of the arbitration award shall be entitled to their reasonable legal fees and costs. The place of arbitration shall be Charleston, South Carolina. In the event of any legal proceedings outside of arbitration, the parties hereby submit to the jurisdiction of the State or Federal Courts for Charleston, South Carolina.

18. Further Assurances The Author agrees to execute any and all documents reasonably requested by the Publisher from time to time to effect and evidence the agreements contained herein.

19. Entire Agreement; Amendment This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements and understandings, both oral and written. This Agreement may be amended only in writing executed by the parties hereinafter.

20. Successors and Assigns This Agreement shall inure to the benefit of and be binding on the heirs, personal representatives, successors, and assigns of the parties hereto. However, the Author's services hereunder are personal to the Publisher and the Author may not assign its rights and obligations under this Agreement without the express written consent of the Publisher.

21. Time Time shall be of the essence hereunder.

22. Reservation of Rights by the Author If the Author intends to specifically exclude certain rights from this Agreement, such rights shall be clearly enumerated. Where the Author does not intend to grant the right to new uses of the Work, the Agreement shall include language to that effect. The absence of such reservation of rights on the part of the Author shall be construed as a grant of rights to the Publisher.

Signed on behalf of the Author

[Signature]

22 day of February, 2010

Signed on behalf of the Publisher

[Signature]

Initials JGC (Author) (Publisher)
THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO S.C. CODE ANN. § 15-48-10. ET SEQ., AS MODIFIED HEREIN

EXHIBIT A
ROYALTY AND RIGHTS EXHIBIT

to the Memorandum of Agreement for the Work entitled:
Images of America: Cuyahoga County: The First 200 Years

The Publisher shall make the following payments to the Author in respect of all copies sold:

1. SALES OF THE WORK
On all copies of the Work sold, whether within or outside the United States, a royalty of eight percent (8%) of the actual net amounts received therefore by the Publisher.

2. ANCILLARY RIGHTS
For sales or license revenue made from the Work or any similar sale resulting from the Work and covered by the Agreement relating to ancillary rights described on Exhibit B hereto, the Author shall be paid a royalty of fifty percent (50%) of the net amounts received by the Publisher.

3. DATABASE AND COMPANION RIGHTS
(A) For sales or license revenue made from the Work or any similar sale resulting from the Work and covered by the Agreement relating to the Electronic Storage, Retrieval, and Digital Media and Companion Products, Merchandise and Commercial Rights described in subsections (B) and (C) below, the Author shall be paid a royalty of eight percent (8%) of the actual net amounts received therefore by the Publisher. The following rights are granted to the Publisher, all as if further set forth in Section 1 of the Agreement:

(B) Electronic Storage, Retrieval, and Digital Media Rights (i.e., the right to use, produce or reproduce, distribute, perform, display, transmit or broadcast the Work or any portion thereof in which the Author has secured rights or to license such uses of the Work or any portion thereof in which the Author has secured rights by any and all methods of copying, recording, storage, retrieval, broadcast or transmission of the Work or any portion thereof, alone or in combination with other works, including in any multimedia work or electronic book, Web site or database, by any electronic, electromagnetic or other means now known or hereafter devised including, without limitation, by analog or digital signal, whether in sequential or non-sequential order, on any and all physical media now known or hereafter devised including without limitation, magnetic tape, floppy disks, interactive CD, CD-ROM, laser disk, optical disk, integrated circuit card or chip and any other human or machine readable medium, whether or not permanently affixed in such media, and the broadcast or transmission thereof by any means now known or hereafter devised, but excluding audio recording rights, video recording rights and all uses encompassed in motion picture, television, radio and allied rights).

(C) Companion Products, Merchandise and Commercial Rights (i.e., the right to produce postcards, calendars, notebooks and other printed materials based upon or containing images from the Work or portions of the Work in which such companion, merchandise or commercial rights have been secured by the Author to use such images or portions of the Work).

4. ROYALTIES PAYABLE
Notwithstanding anything contained herein to the contrary, the Publisher shall pay royalties only from the actually net amounts received by the Publisher with respect to sales of the Work or ancillary rights, less a reasonable reserve for returns and less actual returns.

Further, notwithstanding anything contained herein to the contrary, no royalties shall be payable with respect to: a) copies of the Work or any portion thereof sold to any party at cost or less; b) copies of the Work or any portion thereof presented to the Author; c) copies of the Work or any portion thereof distributed to or presented to a third party in the interest of the sale or marketing of the Work; d) copies of the Work or any portion thereof distributed to or presented in the interest of publicity for the Work; e) copies of the work electronically displayed, transmitted, broadcast or distributed for the purpose of promoting sales of the Work; f) copies of the Work or any portion thereof lost through theft, or damaged or destroyed by fire, water, earthquake, or otherwise; g) copies of the Work or any portion thereof lost in the course of shipment; h) copies of the Work or any portion thereof returned by retailers damaged or otherwise unsalable; i) copies of the Work or any portion thereof sold and later returned to the Publisher.

Signed on behalf of the Author
Signed on behalf of the Publisher

[Signature]

In the day of February, 2010.

Initials (Author) / (Publisher)
EXHIBIT B

ANCILLARY RIGHTS EXHIBIT

to the Memorandum of Agreement for the Work entitled:
Images of America: Cuyahoga County: The First 200 Years

The following ancillary rights are granted to the Publisher, all as if further set forth in Section 1 of the Agreement:

A. Quotation Rights
B. Anthology Rights
C. Digest Rights (i.e. the right to publish an abridgement of the Work in a single issue of a journal, periodical or newspaper).
D. Digest Book Condensation Rights (i.e. the right to publish a shortened form of the Work in volume form).
E. Mechanical Reproduction Rights (i.e. the right to produce or reproduce the Work or any portion thereof or to license the reproduction of the Work or any portion thereof by film micrography, reprographic reproduction, gramophone records or tapes, cassettes and compact disks, film strip, video cassettes, or by any other means or methods now or hereafter known or invented, except insofar as reproduction is for use as part of or in conjunction with a commercial cinematographic film).
F. One-Shot Periodical Rights (i.e. the right to publish the complete Work or any extract from it in a single issue of a journal, periodical or newspaper)
G. Strip Cartoon Book Rights/Picturization Book Rights
H. Translation Rights
J. Recorded Reading Rights (i.e. readings from the text of the Work).
J. Television Rights (readings from the text or showing of illustrations or photographs from the Work).
K. Dramatization and Documentary Rights on stage, film, radio, television or any other medium
M. First Serial Rights (i.e. the right to publish one or more extracts from the Work in successive issues of a periodical or newspaper beginning before publication of the Work in volume form).
N. Second and Subsequent Serial Rights (i.e. the right to publish one or more extracts from the Work in successive issues of a periodical or newspaper following publication of the Work in volume form).
O. Merchandise and Commercial Rights (i.e., the right to create and sell products based upon, containing or using the text, illustrations or photographs from the Work, other than those rights granted as Digital Database and Companion Rights in Exhibit A(3))

Signed on behalf of the Author

Signed on behalf of the Publisher

[Signature]
22 day of February, 2016

Initials: [Signature] (Author) [Signature] (Publisher)
THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO
S.C. CODE ANN. § 15-48-10, ET SEQ., AS MODIFIED HEREIN

EXHIBIT C
SPECIFICATION EXHIBIT

to the Memorandum of Agreement for the Work entitled:
Images of America: Cuyahoga County: The First 200 Years

The specifications for this Work are as follows:

Trim size: 9.25” x 6.5”
Page extent: 128
Printed cover: Four color, laminated, including a sepia representation of a photograph supplied by the author

The Work shall contain no fewer than 180 images nor more than 240 images, and shall be made up of photographs and postcards plus incidental illustrative items if required, including maps, diagrams, drawings, pictures, and other material to be used in the Work.

The Work shall contain no fewer than 8,000 words nor more than 18,000 words. Should the total word count of the manuscript not fall within that range, the Publisher reserves the right to return the manuscript for revision. The Author will, therefore, have seven (7) days to revise and resubmit the manuscript in a format acceptable to the Publisher.

The layout of the Work shall conform to the style previously established by the Publisher for other books in the Images of America series.

EXHIBIT D
PRODUCTION SCHEDULE EXHIBIT

To the Memorandum of Agreement for the Work entitled:
Images of America: Cuyahoga County: The First 200 Years

A. The Author agrees to complete and deliver the cover materials to the Publisher by the deadline date of:
August 24, 2010.

B. The Author agrees to deliver all of the text and images to be used in the Work to the Publisher by the deadline date of:
September 28, 2010.

(Note: If the text is not submitted on computer disk, the Author must arrange for manuscript delivery two weeks prior to the above date to allow for typesetting.)

C. The Author shall undertake to read, check, and correct proofs of the Work and return them to the Publisher within seven (7) days of their receipt, failing which the Publisher may consider the proofs as passed for press. The cost of all alterations and corrections made by the Author in the finished artwork and in proofs (other than the correction of artist’s, copy editors’, and printers’ errors) above five percent (5%) of the Publisher’s original cost of composition shall be borne by the Author.

Signed on behalf of the Author

Signed on behalf of the Publisher

22 day of February, 2010.
ROYALTY PAYMENT INFORMATION

PLEASE NOTE THAT THE INFORMATION GIVEN ON THIS FORM WILL BE USED TO PAY ROYALTIES DUE FROM SALES OF YOUR BOOK. THIS INFORMATION SHOULD THEREFORE BE AS DETAILED AND ACCURATE AS POSSIBLE. PLEASE ALSO REMEMBER TO INFORM YOUR EDITOR IF YOU OR YOUR ROYALTY PAYMENT INFORMATION CHANGES (i.e., A CHANGE IN ADDRESS OR TAX STATUS).

Date: February 19, 2010
Book Title: Cuyahoga County: The First 200 Years
State: OH
Royalty Rate: 8%
Total # of complimentary copies: 5

Payee # 1: Cuyahoga County
Name & Address: 2105 Franklin
Telephone: (home) (business) 216 443-2200
Fax: 216 443-3633 email: archive@cuyahogacounty.oh

Payee # 2:
Name & Address

Telephone: (home) (business)
Fax: email:

ROYALTY SPLIT:
Payee # 1, % share:
Number of complimentary copies:

Payee # 2, % share:
Number of complimentary copies:

Social Security or Tax ID #:
Payee #1:
Payee #2
Dear Melissa:

I have mailed the two copies of the agreement, signed and initialed by me, as you requested. Hope you will receive them by Wednesday. After reflection and discussion I have determined it best that Cuyahoga County receive the 8% royalty on any of the books sold. As the author line will include my name in association with the Archives I think this decision is most appropriate. Thus on the royalty form completed I listed Cuyahoga County, and used the contact information for the Cuyahoga County Archives.

I am looking forward to this project and working with you. Have a great week.

Regards,

Judy

Judith G. Cetina, Ph.D., C.A.
Archivist
jctina@cuyahogacounty.us

>>> Melissa Basilone <MBasilone@arcadiapublishing.com> 2/19/2010 11:02 AM >>>

February 19, 2010

Dear Judy,

Thank you for your recent book proposal for a photographic history of Cuyahoga County. Our acquisitions and publications committees have reviewed your materials, and as I anticipated, they are delighted that we can add your book to Arcadia's list of titles in our Images of America series. We look forward to working with you on the project. I have attached the contract, royalty abstract, and a direct deposit form for the royalty payments for the project to this email. Please let me know that you got both.

Please note Exhibit D, where we have set a schedule based on your request for a delivery date of and an open slot in our production schedule: September 28, 2010. Do not hesitate to contact me if you would like to discuss this schedule. The cover delivery date is set further in advance, and is more flexible, as it sometimes takes a few rounds of cover image options to find the best one.

Kindly print out two copies of the contract, initial each page of both contracts, sign both copies, and return both copies to me along with the completed royalty payment sheet that I've enclosed by February 25, 2010. Please do not otherwise mark up the contract. If you have questions about the terms or language of our agreement, please phone me immediately at 312-218-3339 so that we may discuss them. If you are in agreement with all terms, please send the signed contracts back to my attention as soon as possible. It is critical that we have both signed copies in hand as soon as possible so that we may begin planning the production and manufacture of your book; we cannot proceed without them. Once I have your signed copies, I
can then forward them to our headquarters in South Carolina for countersigning, and they will return one signed copy to you for your records.

Please note, as outlined in Exhibit A, by signing this contract you are authorizing the inclusion of your book in a scholarly database called Local and Regional History Online, produced by Alexander Street Press in partnership with Arcadia Publishing. A Frequently Asked Questions sheet has been attached to this email to provide you with additional information about the database. (Participation is optional, so if you would like to opt out, just let me know.) If you have questions beyond the information provided here, please do not hesitate to contact us.

As soon as the contracts are returned to us, I will send along some materials for your reference that will assist you in writing your text and compiling images for your project. In the meantime, please do not hesitate to call me with questions.

Sincerely,
Melissa Basilone
Senior Acquisitions Editor
Arcadia Publishing
3047 N. Lincoln Avenue, Suite 422
Chicago, IL 60657
phone: 773.549.7002 ext. 5
mobile: 312.218.3339
fax: 773.883.1535
e-mail: mbasilone@arcadiapublishing.com

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Please consider the environment before you print this e-mail.
Tim Daley, subcommittee chair, then addressed the Bicentennial Closing Ceremony planned for August 29th. Tim outlined the program and reviewed tasks and responsibilities assigned individual Committee members. Tim described the proposed contents of the Time Capsule and Judge Ellen Connally suggested that some item, an essay perhaps, representing the homeless community should be included. Tim reminded the Committee that the winner of the 3rd-5th grade essay competition would also have his or her essay placed in the Capsule. Tim added that the Time Capsule was archivally sound and would insure the long term preservation of the items within. According to Tim all materials destined for the Time Capsule would be due by June 1st.

Turning to the History Day Competition, Michelle Adams had learned that money was still available for the Bicentennial Committee's use; and Judy proposed utilizing $200 from those funds for a prize to be awarded the student whose submission best reflected some aspect of Cuyahoga County History. The Committee agreed with Judy's recommendation.

Under other items of business Judy told the Committee she had signed an agreement with Arcadia Publishing to prepare a book on Cuyahoga County for its Images of American series. Members of the Committee suggested that Judy contact area Historical Societies in search of photographs appropriate for the publication.

Before adjourning the Committee determined that convening on Wednesdays, rather than Tuesdays, might be more convenient for its members; and the date for the next meeting was set for April 14th, at 9:00 a.m. in the County Archives Building. The meeting was then adjourned at about 11:00 a.m. by the unanimous consent of its members.

Respectfully Submitted,

Judith G. Cetina, Ph.D., CA
Cuyahoga County: The First 200 Years

Author(s): Judith G. Cetina Ph.D.

ISBN: 9780738583464
# of Pages: 128
Publisher: Arcadia Publishing
On Sale Date: 04/25/2011
Binding: Softcover
# of Images: 200 Black and White

Book Description:
Cuyahoga County, located on the shores of Lake Erie and the banks of the Cuyahoga, has recently marked its bicentennial, celebrating two centuries of history and achievement. From the county’s creation in 1808, to the World War II era and beyond, Cuyahoga County was transformed from a frontier community into a vibrant urban center. Today this part of northeastern Ohio is envied for its distinctive neighborhoods, embrace of various religious creeds, resilient entrepreneurship, ethnically and racially diverse population, political leadership, recreational facilities, splendid cultural and educational institutions, storied sports franchises, and distinguished health facilities. Cuyahoga County government and its citizens are also renowned for their philanthropy and concern for those most vulnerable; championing ideals that ensure everyone an equal place at the table and freedom everywhere. This worldview was rooted in the actions of those who, throughout the centuries, risked their lives and fortunes to attain these goals, giving greater meaning to the area’s Underground Railroad code name: HOPE.

Author Bio: Judith G. Cetina, Ph.D., Cuyahoga County archivist, is a native Clevelander and Case Western Reserve and John Carroll University graduate. The images used are from the Cleveland Public Library photograph collection unless otherwise noted.
I am writing to let you know that my book of photos and text on the history of Cuyahoga County will be released by Arcadia Publishing on April 25, 2011. It is entitled Cuyahoga County: The First Two Hundred Years, and the book had its genesis in the work of the Cuyahoga County Bicentennial Advisory Committee created by the Board of County Commissioners in 2007 (See attachment for a copy of the Resolution). The Committee not only chose to celebrate the event, but wanted, as well, to create a series of legacy gifts that would endure long after the formal festivities ended. For example the Bicentennial web site, although no longer active, can still be found on the Archives page on the County’s site. The site includes all of the images that formed part of the Bicentennial Traveling Exhibit (the original exhibit remains as well); and also encompasses a series of exercises, designed for area teachers of grades 3-5, that can be used as part of the educational curriculum. The exhibit and instructional materials were created by the Western Reserve Historical Society. In addition, as part of outreach to the wider public the Archives Lecture series was born; and a time capsule will instruct future generations about Cuyahoga County and its people. Finally, the Committee agreed authorized the creation of a book about the County one that would serve to inform citizens for years to come.

I communicated with Arcadia Publishing early on but was not initially interested in preparing a book of photographs. But when the company approached me again, stating that they had received requests for such a title, I decided to consider the invitation. The Advisory Committee considered the proposal and authorized me to take on the project. I accepted this responsibility with the clear understanding I was preparing the volume under the auspices of the Archives and Cuyahoga County. I made it clear to Arcadia Publishing I could not accept any royalties, and requested that such royalties from the sale the book would go to Cuyahoga County. While I would be pleased if those monies could be dedicated for use by the Cuyahoga County Archives, to support its research and reference endeavors, I realize this may not be possible or feasible.

On Sunday, June 12th, there will be a book signing at the Robert Russell Rhodes House for those who attend the County Archives Sunday lecture series, the members of the Bicentennial Advisory Committee, and any county employees who might be interested. I will make a short presentation as well. In addition I have the opportunity to set up another book signing; and the publicist from Arcadia may arrange some events as well. I just learned of a possible book signing at the Costco in Strongsville on June 18th.

I wanted you to be aware of those activities Please let me know if you need further information or have any questions. Thank you very much for your consideration.

Judith G. Cetina, Ph.D., CA
Public Works-Cuyahoga County Archives
2905 Franklin Blvd., N.W.
June 2011  Royalty
9/23/11  477.76

9/23/11  83464  CUYAHOGA COUNTY

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$ 477.76
6 MONTH ROYALTY FOR ARCHIVES
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COPY
## Royalty Statement From: 1/2011 TO 6/2011

**Royalty Statement Date:** 1/11/13

### CONTRACT: 3454

### ITEM: 9780738583464

### DESCRIPTION: CUYAHOGA COUNTY First 200 Years

### AUTHOR(S): Judith G.Cetina, Ph.D/Cuyahoga Cty Archs

### RELEASE DATE: 4/20/2011

### ACH: NO

### ROYALTY SHARE: 100.000 %

### RETURNS PROVISION:

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**Net Royalty:** 477.52

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Arcadia Publishing  
420 Wando Park Blvd.  
Mt. Pleasant SC 29464

ROYALTY STATEMENT FROM: 1/2011 TO 6/2011

PAYEE STATEMENT TOTAL THIS RUN

YEE: 83464  CUYAHOGA COUNTY

CURRENCY: US$ AMERICAN DOLLARS

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ROYALTY STATEMENT DATE: 1/11/13

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Royalty Statement Date: 1/11/13

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DESCRIPTION: CUYAHOGA COUNTY First 200 Years
AUTHOR(S): Judith G.Catina, Ph.D./Cuyahoga Cty Archa
RELEASE DATE: 4/20/2011
ACH: NO
ROYALTY SHARE: 100.000 %
RETURNS PROVISION:

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YEE: 83464  CUYAHOGA COUNTY

CURRENCY: US$ AMERICAN DOLLARS

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ROYALTY STATEMENT DATE: 1/11/13

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Royalty Statement Date: 1/11/13

CONTRACT: 3464
ITEM: 9780738583464
DESCRIPTION: CUYAHOGA COUNTY First 200 Years
AUTHOR(S): Judith G. Cetina, Ph. D/Cuyahoga City Archs
RELEASE DATE: 4/20/2011
ACH: NO
ROYALTY SHARE: 100.00 %
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PAYEE: 83464 CUYAHOGA COUNTY

CURRENCY: US$ AMERICAN DOLLARS

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ROYALTY STATEMENT FROM: 1/2012 TO 6/2012
ROYALTY STATEMENT DATE: 1/11/13

GRAND TOTAL STATEMENT PRINT RUN

CURRENCY: US$ AMERICAN DOLLARS

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PRIOR ROY EARNED: 748.12
PRIOR OTHER AMOUNT: 7.57-
PRIOR COSTS: .00

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