

AMENDMENT TO PURCHASE AGREEMENT

This Amendment ("Amendment") to the Purchase Agreement dated August 2005 ("Agreement") is by and between The Gale Group, a Delaware Corporation ("Gale") and The Regents of the University of California, ("Customer").

WHEREAS, the parties hereto previously entered into that certain Agreement, dated as of August 2005 (the "Agreement"); and

WHEREAS, the parties hereto desire to amend certain terms of the Agreement;

NOW, THEREFORE, in consideration of the agreements and obligations set forth in the Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Elements of the Agreement.** The Agreement, as amended hereby, shall consist of the following:
 - a. The Agreement originally memorialized in August 2005 – Eighteenth Century Collections Online ("ECCO"), Modules 1 – 7 (the "original Agreement");
 - b. Amendment 1 – executed October 2005 – ECCO revised payment terms
 - c. Amendment 2 – executed March 2007 – Times Digital Archive;
 - d. Amendment 3 – executed May 2007 – The Making of the Modern World;
 - e. Amendment 4 – executed June 2009 – 17th and 18th Century Burney Collection Newspapers (on behalf of the University of California, Davis);
 - f. Amendment 5 – executed August 2010 – Gale Virtual Reference Library content;
 - g. This Amendment; and
 - h. Exhibit A as appended to this Amendment
2. **Modifications to the Agreement.** This Agreement is hereby modified to add the purchase of the Collections defined in the Exhibit as attached hereto, which is incorporated herein by reference as if fully set forth herein. The parties agree that as of the Effective Date, the terms of this Amendment shall replace the terms set forth in Exhibit A of the Agreement. Further, to the extent applicable, all other schedules, exhibits and/or attachments to and referenced in the Agreement are each incorporated into the Agreement as if fully set forth therein.
3. **Effective Date.** The modifications set forth in Section 2 shall be effective on the date of signature by the Customer on this Amendment.
4. **Legal Effect.** Except as set for the herein, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of conflicting or additive terms between the terms of the Agreement and this Amendment, the terms of this Amendment shall apply in lieu of those in the Agreement. Any capitalized term used in this Amendment shall have the meaning given thereto in the Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as of the date above written.

[Signature on following page]

[Text deleted]

The Gal

By: _____

Name:

Title: VP, Acc't/Fin Reporting

Date: 6/2/2011

The Regents of the University of California

[Text deleted]

By:

Name

Title: Executive Director, CUL

Date: 5.24.11

**EXHIBIT A
DIGITAL COLLECTION, FEES AND PAYMENT**

A. Digital Archive Collections. Gale shall provide the following Digital Archive Collection(s) to Customer:

Collections	MARC Records	Participating UC Campuses
17th and 18th Century U.K. Newspapers, The Burney Collection	Yes	Berkeley; San Diego; Merced; San Francisco; Riverside; Santa Barbara; Santa Cruz
19th Century U.S. Newspapers	Yes	Berkeley; San Diego; Merced; San Francisco; Riverside; Santa Barbara; Santa Cruz; Davis; UCLA
Global Missions and Theology	n/a	San Diego; Santa Cruz; Merced; San Francisco; UCLA; Irvine; Davis; Santa Barbara; Berkeley; Riverside
World Scholar: Latin American and Caribbean	n/a	San Diego; Merced; San Francisco; UCLA; Irvine; Davis; Santa Barbara; Berkeley; Riverside

B. Designated Location. Digital formatted USB drive shall be placed in escrow and delivered to Iron Mountain records storage facility in Wixom Michigan. Tapes shall be held in the name of CDL - The Regents of the University of California. MARC records shall be delivered via FTP or DVD format. Delivery shall be F.O.B Shipping Point.

MARC Records - Please indicate your preferred mode of record transfer:

- FTP electronic media
- DVD format

Designated Location

**Iron Mountain
31155 S. Wixom Road
Wixom, MI 48393
In care of: CDL - The Regents of the University of California**

C. Fees. In consideration for the Digital Archive Collection(s) to be provided, the Customer shall pay Gale according to the following schedule:

17 th and 18 th Century U.K. Newspapers, The Burney Collection w/MARC Records	[Text deleted]
19 th Century U.S. Newspapers w/MARC Records	[Text deleted]
Global Missions and Theology	[Text deleted]
World Scholar: Latin American & Caribbean	[Text deleted]
TOTALS	[Text deleted]

D. Payment Schedule. Full payment for the Collections shall be invoiced and payable per the payment schedule above. The fee is due within thirty- (30) days after invoice date. Gale's obligation to deliver the Collections set forth above is absolute.

E. Payments shall be mailed to:

**The Gale Group
P.O. Box 95501
Chicago, IL 60694-5501**

- F. Non-Refundable. Customer's obligation to pay the fee set forth in exchange for the Digital Archive Collection is absolute and non-refundable.
- G. Taxes. Customer shall pay any applicable sales, use, excise, or similar taxes.