

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. This Amendment; and
- f. Exhibit A as appended to this Amendment

2. Modifications to the Agreement. This Agreement is hereby modified to add the purchase of 17th and 18th Century Burney Collection Newspapers on behalf of the University of California, Davis.

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.

The _____
 By: _____
 Name: _____
 Title: EVP/COO
 Date: June 24, 2009

The Regents of the University of California
 By: _____
 Name: _____
 Title: Executive Director
 Date: 6.17.09

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EXHIBIT A
DIGITAL COLLECTION, FEES AND PAYMENT

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

- 17th and 18th Century Burney Collection Newspapers

B. Designated Location. Digital formatted SDLT tapes shall be placed in escrow and delivered to Iron Mountain records storage facility in Detroit Michigan. Tapes shall be held in the name of the California Digital Library. Delivery shall be F.O.B Shipping Point.

Designated Location

Iron Mountain
31155 S. Wixom Road
Wixom, MI 48393
(248) 624-7335
In care of: California Digital Library

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 Burney Collection Newspapers		
Less: Customer loyalty discount		
Less: Multiple DVI holder discount		
TOTAL:		
SPECIAL OFFER: MUST CONTRACT BY JUNE 25, 2009		

D. Payment Schedule. Full payment for the Collection 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 Collection 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.

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