

Grant Hay
214 ½ S. Vine Street, Apt. 6
Arthur, IL 61911
217/549-3187

May 14, 2010

Mr. Max Ferguson
1215 Taylor
Charleston, IL 61920

RE: Agency Agreement Regarding Your Book about Your World War II Experiences

Dear Mr. Ferguson:

The purpose of this letter is to communicate the terms on which I am willing to perform services as your agent for purposes of attempting to market all or portions of your copyright in the above-referenced work (hereafter referred to as "the Work" or "your Work"). Please review this letter carefully and advise me if you have any questions or comments; if you accept its terms, please so indicate at the bottom of the last page. If all of you do so indicate your acceptance, this letter will constitute a legally-binding agreement (referred to hereafter as "this Agreement") between us.

1. Scope of my Work. I will agree to represent you [collectively] in connection with:
 - a. Attempts to locate and, if desired, negotiate with a potential *licensee* of your copyright in the Work; **and/or**
 - b. Attempts to locate and, if desired, negotiate with a potential *assignee* of your copyright in the Work.

As used in this Agreement, a "license" in a copyright is an arrangement whereby you as authors retain ownership but "license" some portion of the Work to a third party, while an "assignment" is an arrangement where you assign (generally, sell) all or a portion of the Work to that third party. And when I talk about "some portion" of a copyright, I mean that you may sell or license the copyright to someone for sale or use in a specific geographic area (*e.g.*, regions like "North America" or individual countries like "Great Britain") and/or for specific periods of time (*e.g.*, "for five years" or "until the expiration of the copyright") and/or for specific purposes (*e.g.*, books and/or movie rights and/or magazines). The potential combinations are practically endless, although that does not mean that rights in your Work will be actually sought after by any third parties. That is for the market to decide.

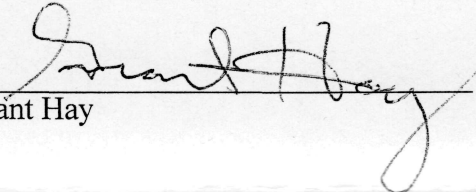
2. Communication Between the Parties. I will endeavor to keep you periodically informed as to the progress of matters for which I have been retained and will seek your views as to how you would like to proceed. I will enter into no agreements on your behalf without your

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of, the parties hereto and their heirs, personal representatives, successors, and assigns.

9. Counterparts. This document may be executed in any number of counterparts, each of which, when so executed and delivered, and combined with its counterpart shall be an original, and shall together constitute one and the same document.

Please indicate below your acceptance of the above terms; feel free to let me know if any of the above terms are not acceptable to you.

Sincerely,


Grant Hay

Accepted: Max Ferguson

Date: May 18, 2010

BY: Max B Ferguson