

Memorandum of Agreement

Edward E. Wade ("Wade") and William A. Waddell, Jr. ("Waddell") enter into this Memorandum of Agreement ("the Agreement") on this ___ day of _____, 2022 in consideration of their mutual promises and agreements set out below:

1. Wade will create one original color drawing of Scipio Africanus Jones ("the Scipio Drawing") on or before _____, 2022. Waddell shall have the right to approve the Scipio Drawing as to its fitness for the intended use(s) as provided in this Agreement.

2. In consideration of Wade creating the Scipio Drawing as provided in paragraph 1, Waddell will pay Wade the sum of \$_____ upon the completion and approval of the drawing. Waddell will own the Scipio Drawing and may sell, donate or otherwise transfer ownership of the drawing as he elects. Except as provided regarding the original Scipio Drawing, Wade shall retain his copyright for any prints of the Scipio Drawing, subject to the terms of the license agreement with the Arkansas Access to Justice Foundation ("AATJF") described herein and in the attached Copyright Licensing Agreement.

3. As set forth in the Copyright Licensing Agreement attached hereto, Wade grants to AATJF an exclusive license on the terms set forth in the attached Copyright License Agreement to purchase _____ numbered prints of the Scipio Drawing. For the two-year period of the Copyright Licensing Agreement and any extensions thereof, any other use of prints shall require the mutual written agreement of Wade and AATJF with the exception that AATJF may use images of the Scipio Drawing for promotional purposes so long as AATFJ notes and maintains the copyright of Wade.

4. Waddell shall have the right to assign his right to purchase the Scipio Drawing to another person or entity. Any assignment shall be subject to the right of Wade to approve the purchaser.

5. The parties agree that any amendment or modification of this Agreement shall require a writing signed by both parties in order to be effective.

EDWARD E. WADE

WILLIAM A. WADDELL, JR.