

John Rogers
SPORTS CARDS PLUS, INC. d/b/a ROGERS PHOTO ARCHIVE
jrscards@swbell.net (p) 501.414.0266 (c) 501.912.8626
2501 North Poplar Street, North Little Rock, AR 72114

November 1, 2013

TRANSACTION AGREEMENT

This agreement is entered into by and between **Mr. John Rogers**, owner of The Rogers Photo Archive, with offices at 2501 North Poplar Street, North Little Rock, AR 72114 and George Demos of 4300 1st Place Kenosha, WI 53144 as of the above date in connection with the trading of assets between the two parties. Whereas John Rogers intends to trade a 50% equity stake in the Minnesota Star Tribune archive for a 1924 Babe Ruth home run game used bat owned by George Demos.

1. The parties acknowledge that in full consideration of the trade of assets, George Demos will also receive an advance on licensing and sales of prints for Two Hundred and Fifty Thousand dollars (\$250,000). Demos will also receive the first Two million seven hundred and fifty thousand dollars (\$2,750,000) in revenue through the sale of the physical prints, licensing of intellectual property and commercial distribution. At the end of a period of 4 years from the date of this agreement, Demos will receive, in the unlikely event the \$2,750,000 has not been fully recouped, the full remaining balance on the 2,750,000 guarantee. Once this 2,750,000 has been paid out to Demos, all future royalties and sales will be split on a 50/50 basis between Demos and Rogers.
2. The Minnesota Star Tribune has an appraisal conducted by Penelope Dixon and Associates for 16 million dollars. The archive is placed as collateral for George Demos' 50% equity share.
3. Additional equity given to George Demos is a 25% equity stake in The Sydney Morning Herald Fairfax Archive with an appraised value of 65 million. This additional equity collateral is put into place for the deals that are currently in place as of November 1, 2013. These deals are detailed on attachment A.
4. Confidentiality. The parties hereto and their employees, agents, representatives and counsel shall treat the terms and conditions under this agreement and any of its supplementary agreements as business secrets and shall not disclose the information to any third party unless upon consent of the other party.


Ex. A

5. This Agreement shall come into effect upon signature of the parties. Any modification or termination shall be confirmed by both parties in writing and sealed.
6. Representation and Warranties. Each Party represents, warrants and covenants to the other Party that: (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it under this Agreement, (b) this Agreement constitutes the legal, valid and binding obligation of such Party when executed and delivered, and (c) any and all activities it undertakes in connection with this Agreement will be performed in compliance with all applicable law, rules and regulations.
7. Disclaimers. Except as expressly set forth above, neither party makes any representations or warranties to the other or to any third party, whether express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.
8. Indemnity. Each party agrees to indemnify and hold the other and their respective affiliates harmless, and defend and/or handle at its own cost and expense, any claim or action against the other based upon or in connection with any action or claim by a third party, arising out of any actual or alleged breach of the other party or any liability, demand, lawsuit, or claim alleging or asserting in whole or in part negligence or fault of either party; provided, however, that (a) no settlement or compromise affecting the financial or legal obligations of the other party shall be entered into or agreed to without that party's prior written approval and (b) the other party has the right to participate, at its own expense, in the defense and/or settlement of any such action or claim in order to protect its own interests.

READ, AGREED AND ACCEPTED

John Rogers

George Demos


Date: _____

Date: _____

John Rogers
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2501 North Poplar Street, North Little Rock, AR 72114

Promissory Note
November 20, 2013

Lender: George Demos & Steve Demos Borrower: John Rogers
4300 1st Place 2501 N. Poplar Street
Kenosha, WI 531442 NLR, AR 72114

I. Promise to Pay

Borrower agrees to pay Lender the total amount of two million seven hundred fifty thousand dollars (\$2,750,000)

II. Repayment

The amount owed under this Promissory Note will be repaid as follows:

- Year 1: months 1-6 zero dollars (\$0.00)
- Year 1: months 6-12 twenty five thousand dollars(\$25,000) per month
- Year 2: months 13-24 thirty thousand dollars (\$30,000) per month
- Year 3: months 25-36 sixty thousand dollars (\$60,000) per month
- Year 4: months 37-48 one hundred thousand dollars (\$100,000) per month

III. Special Notes

First monies from all sales of the Minnesota Star Tribune Archive go to George Demos above and beyond minimum payment amount up to two million seven hundred fifty thousand dollars (2,750,000).

Borrower Signature: _____


John Rogers

Lender Signature: _____

George Demos

Lender Signature: _____

Steve Demos

Ex. B

John Rogers
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Operating Agreement November 20, 2013

Operating Agreement regarding the trade of a 50% equity stake in Minnesota Star Tribune for the 1924 Babe Ruth home run bat:

1. There will be a \$250,000 advance on sales paid to you upon completion of the signed agreement and delivery of the bat.
2. The first \$2,750,000 in sales through the archive will be paid back to Demos. The sales will come from the EBay store that has been created as well as catalog auctions, direct sales, licensing, and any other viable venue that will create revenue without diminishing the value.
3. There is a 16 million dollar appraisal that was conducted by Penelope Dixon and Associates.
4. The collection consisting of approximately 130 filing cabinets will be delivered either to you in Wisconsin, to be stored in a temperature controlled, secured environment or will be stored and the same conditions here in North Little Rock. Roger Archive will have regular access to insure that we can service the EBay and auction operations.
5. Rogers will pay a reasonable rent to George Demos for the storage of the archive if it is delivered to Wisconsin. If the archive stays in North Little Rock, Rogers will cover the same expenses.
6. All related scrapbooks, photos; etc related to the bat will be included.
7. A promissory note of \$2.75 million is attached with payback schedule.
8. Once the \$2,750,000 is paid to Demos at any point during the 4 year operation, the remaining sales and licensing will be on a 50/50 split between Demos and Rogers



John Rogers

George Demos

Steve Demos

Ex.C

George Demos

On Wednesday, March 6, 2013 2:58 PM, george demos <gdemos55@yahoo.com> wrote:
John,

I got the package today and I only received 5,000. I believe am short \$1,250 per the agreement below. Please overnight it to me. Let me know if am missing something.

Thanks,
George

From: Rogers A [mailto:jrscards@swbell.net]
Sent: Tuesday, January 22, 2013 1:28 PM
To: DEMOS George (CNH)
Subject: our deal

George-

The first deal we agreed upon was for 300,000 payable back as follows:
\$5,000 in cash on the first of every month.
75,000 payable 6 months from execution of deal for 2 years.
Total return on the 300 is 420 over the 2 years.

The second deal for the 75,000 to cover the last amount to close this will be paid as follows:
1250 in cash on the first of each month for 12 months
37,500 paid 6 months from execution of agreement
37,500 payable 12 months from the agreement.
total return on the 75 is 90,000 over 12 months.

Collateral will be the psa graded Wagner, Mays, and Mantle cards
I also will put up a 50% stake in the Charles Conlon glass plate negatives collection
that has an appraised value of 17 million.

Let me know if you have any questions.

Thanks,

John