## **EXHIBIT 51**

From:

Taylor, Brewster(btaylor@stites.com)

To: CC: Lupo, Anthony

BCC:

Brian Reynolds

Subject:

RE: Agreement

Sent:

01/26/2010 10:29:05 PM 0000 (GMT)

Attachments:

Tony

The figure of is an estimate that is already substantially less than what is believed to be the value of the rights to Apple. In the absence of information which would show that is high, that is the figure arrived at by our client. Our client is also concerned by the waiver of rights it would otherwise have under California law. If our client is being asked to project an asking price under these circumstances. is the figure.

Brewster

Brewster Taylor Stites & Harbison, PLLC 1199 N. Fairfax Street Suite 900 Alexandria, Virginia 22314 Direct dial (703)837 -3906 Fax (703)518-2936 btaylor@stites.com

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From: Lupo, Anthony [mailto:Lupo.Anthony@ARENTFOX.COM]

Sent: Tuesday, January 26, 2010 5:12 PM

To: Taylor, Brewster Subject: Re: Agreement

**Brewster** 

I am a little confused on what brian needs. What do you mean information on which you can base the amount of payment requested and requires a waiver

From: Taylor, Brewster <br/> <br/> taylor@stites.com>

To: Lupo, Anthony

Cc: Brian Reynolds <bri>dgmail.com> Sent: Tue Jan 26 17:06:51 2010

Subject: RE: Agreement

Our client's position is that if Apple does not provide it with information on which it can base the amount of payment requested and requires a waiver, it will stay with the dollar figure.

Brewster

**Brewster Taylor** Stites & Harbison, PLLC 1199 N. Fairfax Street Suite 900

Alexandria, Virginia 22314 Direct dial (703)837 -3906 Fax (703)518 -2936 btaylor@stites.com

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From: Lupo, Anthony [mailto:Lupo.Anthony@ARENTFOX.COM]

Sent: Tuesday, January 26, 2010 4:51 PM

**To:** Taylor, Brewster **Subject:** Re: Agreement

Thanks Brewster. Should I tell apple you guys are sticking at

From: Taylor, Brewster <br/> <br/> taylor@stites.com>

To: Lupo, Anthony

Cc: Brian Reynolds <bri>Sent: Tue Jan 26 16:47:53 2010

Subject: Agreement

Tony

The following provisions relate to paragraphs 2 and 6. Besides working towards agreement on payment, part of moving the process forward would be either for you to prepare a new draft based on these points and the points raised in my earlier e-mail or comment on all of these points so that I can take them into consideration in preparing a new draft.

Payment shall be made to Family by wire transfer from Apple of

U.S. dollars to:

Bank Name:

Citibank N.A., 111 Wall Street, New York, N.Y

ABA Transit #:

021000089

Account #:

A/C #:

Beneficiary:

First Global Bank Ltd., 2848 Barbados Avenue, Kingston 5,

Jamaica

Reference:

For further credit to a/c#

i.n.o. Family Systems Limited.

**SWIFT CODE:** 

CITIUS33

The wire transfer advice (instructions) shall indicate at least "Payment By Apple, Inc., To Family Systems Limited of Fiv Dollars" and the wire transfer information provided aboarditionally, Apple shall notify Family when the wire transfer ha initiated and provide adequate support and information that the wire transfer can be confirmed by Familywire transfer will not be considered to have been completed until the full value of posts in aforementioned a/c# available to Family.

Phase-Out Period. Family shall have three months from the Effective Date of this Agreement to phase out its use of IBOOK and its web sites under the registered domain name ibook.com and host names containing ibook.com. Family agrees to include on its ibook.com web sites a notice that the IBOOK marks and registered domain names have been transferred in a sale to Apple and will be replaced. The parties agree that the provisions of Section 5 do not apply to materials which have been created and distributed by Family prior to the end of the phase-out period or to any third party references to Family or its use or registration of IBOOK and further agree that in the event that Apple discovers or is notified of any apparent use of IBOOK by Family subsequent to the end of the phase-out period, it shall notify Family in writing and Family shall have thirty (30) business days from receipt of notification to cure any use of IBOOK which is under its control by ceasing such use. Any dispute arising out of or relating to the terms of this Section 6 that cannot

be settled by good faith negotiation between the parties will be submitted to J.A.M.S./Endispute for non-binding mediation as a condition precedent to any civil action to enforce any rights or remedies available to the parties.

LIMITIATION OF LIABILITY FOR CONTRACT DAMAGES. Family shall not be liable to APPLE for any money damages of any kind or nature, whether legal, equitable or ancillary, regardless of whether any claimed damages are direct or consequential, including but not limited to damages for lost profits or injury to commercial reputation, which arise out of or relate to any breach or non-performance of this Section 6. APPLE waives and relinquishes any such claims, rights of actionand remedies and hereby agrees that its sole and exclusive remedy shall be for equitable relief enjoining any such actionable breach

Brewster Taylor Stites & Harbison, PLLC 1199 N. Fairfax Street Suite 900 Alexandria, Virginia 22314 Direct dial (703)837-3906 Fax (703)518-2936 btaylor@stites.com

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