COPYRIGHT LICENSE AGREEMENT (WRITTEN WORK)

This Copyright License Agreement (the 7] | | [c [dj _i [dj | dje as of __June______] | 25_, 2011___ (the ; [Y]_1 [: W]_1 by and between _

1. GRANT OF LICENSE.

Effective as of the Effective Date and subject to the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee, and the Licensee hereby accepts, a non-exclusive, non-transferable license to exercise the rights in the Material, in any and all media (including but not limited to electronic, print, video, audio, and any other technology now known or that may be developed in the future), as follows:

- (a) to publish the Material, to reproduce the Material, to incorporate the Material into one or more Collective Works (as defined below), and to reproduce the Material as incorporated in the Collective Works.

 9 ell Yjl [Mehai i Whoc [What any work, including periodical issues, anthologies, or encyclopedias, in which the entire unmodified Material is assembled with other contributions, each constituting separate and independent works in themselves, into a collective whole;
- (b) je Yf VJ W h f f he k Y : [h] W] [Mehai : [h] W] [Mehai i Wbc W any work based on the Material, or on the Material and other preexisting works, including translations, musical arrangements, dramatizations, fictionalizations, motion picture versions, sound recordings, art reproductions, abridgments, condensations, or any other form in which the Material may be recast, transformed, or adapted; provided, however, that a work constituting a Collective Work shall not be considered a Derivative Work under this Agreement;
- (c) to distribute copies of, display publicly, perform publicly, or use in any advertising the Material (including as incorporated in Collective Works);
 and
- (d) to distribute copies of, display publicly, or use in any advertising any Derivative Works.

The Licensee shall make no other use of the Material.

2. NO ASSIGNMENT OR TRANSFER.

The Licensee hereby acknowledges and agrees that the rights granted to the Licensee by and obtained by the Licensee as a result of or in connection with this Agreement are license rights only and that nothing contained in this Agreement constitutes or shall be construed to be an assignment or exclusive license of any or all of j [B_Y diehs rights in the Material. The Licensor retains ownership of the copyright in the Material, and all rights not expressly granted in this Agreement.

3. (Optional) TERRITORY.

The license granted under this Agreement shall be for: _	WORLDWIDE
DISTRIBUTIONS	

4. RESTRICTIONS.

The license granted in Section 1 above is expressly made subject to and limited by the following restrictions:

- (a) <u>Limited Use</u>. This permissions granted to the Licensee under this Agreement apply only to the uses and purposes stated herein and the Licensee may distribute, publicly display, publicly perform, or use in any advertising the Material only under the terms of this Agreement. The Licensee may not sublicense the Material. Any use that is inconsistent with the limited license provided hereunder shall be a violation of j [B \(\) dieh i copyright and subject to copyright law.
- (b) <u>No Modification</u>. The Licensee shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, sublicense, transfer, assign, rent, sell, or otherwise convey the Material obtained from the Licensor in any way not specifically granted in Section 1 above without the prior written consent of the Licensor.
- (c) <u>Right of Review</u>. The Licensor reserves the right to review any Collective Work or Derivative Work before publication if the Material exceeds 3% of its total content.
- (d) <u>Limitations on Transfer</u>. The permission hereby granted is not transferable, not exclusive, and applies only to Material controlled by the Licensor and not to any material cited or quoted by the author and incorporated in such Material.

5. CREDIT AND SAMPLES.

(a) <u>Credit</u>. The Requester agrees to acknowledge fully in every copy of the Material distributed, publicly displayed, publicly performed, or used in any advertising, either on the copyright page or as a footnote on the page on which the Material begins, or, if in a periodical, on the first page of the quotation, the credit line as indicated below.

may or may not include previously known as author anonymous	
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If the copyright and acknowledgment notices are not printed as specified herein, all permissions granted by this Agreement are canceled without further notice.

- Credit of Licensor in Collective or Derivative Work. If the Licensee (b) distributes, publicly displays, publicly performs, or uses in advertising the Material, any Derivative Work, or any Collective Work, the Licensee must keep intact all copyright notices and appropriate credits for the Material and give the original author credit reasonable to the medium or means the Licensee is utilizing by conveying the name (or pseudonym if applicable) of the original author (if supplied); the title of the Material (if supplied); to the extent reasonably practicable, a copyright notice or licensing information for the Material; and, in the case of a Derivative Work, a credit identifying the use of the Material in the Derivative Work (e.g." | | f| dY jh\ddib\ddyed e j [Material by eh] dWbWkj eh' eh i Yh [df bWb W] ed eh] dWbMaterial by original Wkjeh IkY Yf jc Wo [cfbc[dj d Wdolf WedWb c Wdd[hl provided, however, that in the case of a Derivative Work or Collective Work, such credit will at a minimum appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.
- (c) <u>Copy of Work</u>. On the Licensor's request, the Licensee shall provide the Licensor with a copy of each Collective Work and/or Derivative Work incorporating in any way the Material to allow the Licensor to confirm compliance with the grant of permission given under this Agreement.
- (d) <u>Copies of Advertisements</u>. The Licensee will submit to the Licensor two (2) copies of any advertising material that will accompany distribution of the Material, or any Collective Work or Derivative Work.
- (e) <u>Copy of Critical Work</u>. If the Material will be reprinted in a Collective Work or Derivative Work as a subject of criticism, a copy of the text addressing the Material must accompany this Agreement.

6. FEES. *Choose only one option.*

Option 1: Royalty Payments

	Dollars for Small Business Companies/
	to the Licensor a nonrefundable fee of \$20,000.00 Twenty Thousand
(e)	License Issue Fee. On or before the Effective Date, the Licensee shall pay

a \$150,000	.00_for La	irge Corpoi	rations_One l	Hundre	d Fifty Th	ousand
Dollars	A Large C	orporation l	here is defined	l as earni	ing over 1	<mark>million</mark>
<mark>dollars</mark> . j [B_Y[di[iik[[[[B _Y [di[iik[[[<u>i</u> dej W a	WI WIY
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the License	Issue Fee	from any ro	yalties that m	ay becor	ne due froi	m the
sale of a Co	ollective W	ork or Deri	vative Work.	·		

- (f) Royalties. The Licensee shall pay to the Licensor, in addition to the License Issue Fee, a continuing royalty of _____15%_____ percent of Gross Sales of the Material, any Collective Work, or any Derivative Work sold by the Licensee or any of its subsidiaries, divisions, or affiliates. As ki[__d j _i 7] h[c [dj" | heii I W[i | shall mean j [B_Y[di[[i | billing price to customers or distributors, including the royalty amount less:
 - i. Customary trade discounts actually given;
 - ii. Returns; and
 - iii. Transportation charges on returns.

If the Licensee sells the Material, any Collective Work, or any Derivative Work to any party affiliated with the Licensee, or in any way related to or under common control with the Licensee, at a price less than the regular price charged to other parties, the royalties payable hereunder shall be computed on the basis of the regular price charged to other parties. No deduction from the royalties owed shall be allowed for uncollectible accounts, or for taxes, fees, assessments, advertising, or other expenses of any kind that may be incurred or paid by the Licensee, except as specifically enumerated in the definition of Gross Sales, above. Royalties shall be reported and paid quarterly. The royalty report deadline is thirty (30) days following the end of each calendar quarter.

(g) Minimum Royalty. The Licensee agrees to pay to the Licensor a \$_10,000.00 Ten Thousand Dollars_for small business owners/ \$50,000.00 Fifty Thousand Dollars for companies earning over 1 million dollars.

__ c _d _c kc heo Wgo j [C _d _c kc Heo Wgo kh_d] [WY o [Wate the Agreement as a minimum guarantee against royalties to be paid during

each such year. The remedy of the Licensor for failure of the Licensee to make payment of said Minimum Royalty shall be limited to termination of this Agreement pursuant to the termination provisions in Section 13 below.

Option 2: Flat Fee

[On or before the Effective Date][On or before the date of publication by the Licensee of the Material, any Collective Work, or any Derivative Work], [t]he Licensee shall pay the Licensor \$3,000.00 Three Thousand Dollars ____ [each month] or \$12,000.00 Twelve Thousand Dollars each [quarterly] in consideration for the rights of the Licensee in and to the Material granted under this Agreement.

7. MAINTENANCE OF RECORDS AND AUDIT RIGHTS.

- a. Books and Records. The Licensee will keep accurate books of account and records covering all transactions relating to or arising out of this Agreement. The Licensee will permit the Licensor and its nominees, employees, accountants, agents, and representatives to (i) have reasonable access to and inspect such books and records during normal business hours on reasonable notice, and (ii) to conduct an examination of all such books and records. The Licensee will maintain in good order and condition all such books and records for a period of two (2) years after the termination of this Agreement pursuant to Section 13 or, in the event of a dispute between the Parties, until such dispute is resolved, whichever date is latest. Receipt or acceptance by the Licensor of any sums paid by the Licensee hereunder will not preclude the Licensor from exercising its rights hereunder.
- b. (include only if select first option in Section 6) Underpayment of Royalties. If an inspection or examination referred to in subsection 7(a) above discloses, or a Party otherwise discovers, an underpayment of any royalties or other fees due, the amount of such underpayment plus interest thereon from the date of underpayment to and including the date of payment in full at _____4% __in effect on the date payment was due will be paid by the Licensee to the Licensor not later than thirty (30) days after determination thereof.
- c. (*include only if select first option in Section 6*) Overpayment of Royalties. If an inspection or examination referred to in subsection 7(a) above discloses, or a Party otherwise discovers, an overpayment of any royalties or other fees due, the amount of such overpayment will be credited against future payments owed by the Licensee, unless the period for which the overpayment was made is the final period covered by this Agreement, in which case the amount of the overpayment will be paid by the Licensor to the Licensee within thirty (30) days after determination thereof.

8. DELIVERY OF MATERIAL.

The Licensor will provide the Material to the Licensee in the following manner: (*select all that apply; delete any inapplicable provisions*)

a. <u>Network Access</u>. The Material will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized networks of the Licensee.

and/or

b. <u>Physical Media</u>. Copies of the Material will be provided to the Licensee on physical media (e.g., digital video disk, CD-ROM, digital tape) for use on j [B Y di [i network and workstations.

and/or

c. <u>File Transfer</u>. Copies of the Material will be provided to the Licensee through electronic transfer (by means of file transfer protocol or otherwise).

9. OWNERSHIP AND USE OF MATERIAL.

- (a) Ownership of Material. The Licensee hereby acknowledges that the Licensor is the owner of the Material and of all associated federal registrations and pending registrations, and the Licensee shall do nothing inconsistent with such ownership. The Licensee further agrees that it will not claim ownership rights to the Material, or any derivative, compilation, sequel or series, or related work owned by or used by the Licensor. The Licensee agrees that nothing in this Agreement shall give the Licensee any right, title, or interest in the Material other than the right to use the same in accordance with this Agreement.
- (b) Validity of Registrations. The Licensee hereby admits the validity of all copyrights for the Material and all associated registrations and acknowledges that any and all rights that might be acquired by the Licensee because of its use of the Material shall inure to the sole benefit of the Licensor; provided, however, that this subsection (b) shall not entitle the Licensor to all or any portion of the profits or revenues from the B_Y[di[[i f[|k _jj] ki[i [|t|]kd [|t|]except for the fees described in Section 6 above.
- (c) <u>Limitation on License[i Actions</u>. The Licensee agrees that it will not do Woj d] <u>dYedi_ij[djm_j j[B_Y[diehiemd[hi_fej[C W][h_W]] Will will not claim adversely to the Licensor, or assist any third party in</u>

attempting to claim adversely to the Licensor, with regards to such ownership. The Licensee further agrees that it will not challenge the B_Y dieh i j_jb je j [C W h_W effei[W o h] _i jh w ed ehh -registrations thereof, or challenge the validity of this Agreement or the grants provided herein or hereunder.

10. REPRESENTATIONS AND WARRANTIES.

- (a) The Parties each represent and warrant as follows:
 - A. Each Party has full power, authority, and right to perform its obligations under the Agreement.
 - B. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws W[Yid] Yf jehi rights generally and equitable remedies).
 - C. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
- (b) The Licensor hereby represents and warrants as follows:
 - A. It is the sole owner of all right, title, and interest in and to the Material;
 - B. It has the right to grant permission for use of the Material as specified in this Agreement; <u>provided</u>, <u>however</u>, that any citations or quotations used in the Material may have third party rights holders, and the Licensor does not purport to own or have the right to grant permission to republish such citations or quotations;
- C. the Material is original, is not in the public domain, is not plagiarized, and does not contain anything that is libelous or obscene;
- D. It has not assigned, transferred, exclusively licensed, pledged, or otherwise encumbered the Material or agreed to do so;
- E. It is not aware of any violation, infringement, or misappropriation of Wato j h f Wajo i h ji eh Wato YBWc i e h ji dYk d [n i j d] intellectual property rights, rights of privacy, or any other rights) by the Material:
- F. It is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Agreement; and

G. It was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Material purportedly licensed in Section 1.

11. DOCUMENTATION.

- a. Recordation of Agreement. The Licensor will, as soon as is reasonably possible following a request from the Licensee, provide the Licensee with a complete copy of all documentation (in any format) relating to the C W[h_W] ehj [B_Y] di[[i emd ki["je c [[jh] Yeh -keeping requirements of the Licensee, or to allow the Licensee to exercise its rights granted pursuant to this Agreement. The Licensor will also, on request:
 - i. execute and deliver, or cause to be executed and delivered, to the Licensee any additional papers, including any separate licenses of the Material, reasonably necessary to record the license in the United States [and throughout the world]; and
 - ii. generally do all other lawful acts reasonable and necessary to record the Agreement in the United States [and throughout the world].
- b. <u>Licensee Assistance in Maintaining Work</u>. The Licensee shall on request give to the Licensor or its authorized representatives any information as to its use of the Material, any Collective Work, or any Derivative Work that the Licensor may reasonably require and will render any (non-monetary) assistance reasonably required by the Licensor in maintaining the Material or any registrations thereof.

12. INDEMNIFICATION. (Choose only one).

Option 1: More favorable to the Licensee

The Licensor will indemnify the Licensee against and hold it harmless from:

- (a) any claim by a third party that the Material or its use or reproduction infringes or misappropriates any copyright or other intellectual property;
- (b) any claim by a third party that this Agreement conflicts with, violates, or breaches any contract, assignment, license, sublicense, security interest, encumbrance, or other obligation to which the Licensor is a party or of which it has knowledge;
- (c) any claim relating to any past, present, or future use, licensing, sublicensing, distribution, marketing, disclosure, or commercialization of the Material by the Licensor; and

(d) any litigation, ar _jh\(\frac{1}{2} ed'' \) k] c [dji'' \) Wh\(\frac{1}{2} i'' \) yjehd[oi [[i'' \) b\(\frac{1}{2} b'' \) bj[i'' settlements, damages, losses, and expenses relating to or arising from (a), (b), or (c) above.

Option 2: More favorable to the Licensor

In the event that the Material infringes on any United States copyright of a third party not affiliated with the Licensee, the Licensor shall indemnify the Licensee against such claim; provided that <u>all</u> of the following are true:

- (a) the Licensee promptly gives notice of any such claim to the Licensor;
- (b) the Licensor controls the defense and settlement of such claim;
- (c) the Licensee fully cooperates with the Licensor in connection with its defense and settlement of such claim;
- (d) the Licensee stops all sales, distribution, and public use of or relating to the infringing Material, including as necessary any Collective Works or Derivative Works, if requested by the Licensor.

If the Licensee is enjoined from further use of any infringing Material or if the Licensee stops using any of the Material (including as necessary any Collective Works or : [hlwllemai fkhikwljjej [Blenilfgk[ij W [iYh_[d Wel["j [Licensor shall, at its own expense and option:

- (a) obtain the right for the Licensee to continue to use the infringing Material;
- (b) modify the infringing Material to eliminate such infringement (if practicable); or
- (c) refund the amount paid under this Agreement for the infringing Material to the Licensee, on such terms and conditions as the Parties may thereafter agree.

The Licensor shall have no other obligations or liability if infringement occurs, and shall have no other obligation of indemnification or to defend or hold harmless relating to infringement. The Licensor shall not be liable for any costs or expenses incurred without its prior written authorization and shall have no obligation of indemnification or any liability whatsoever if the infringement is based on (i) any altered, changed, or modified form of the Material not made by the Licensor or (ii) the laws of any country other than the United States of America or its states.

13. TERMINATION.

- (a) <u>Termination Procedures</u> The Agreement will terminate immediately, without notice, if:
 - (1) before publication, the Licensee has not complied with the provisions of this Agreement;
 - (2) the Licensee attempts to assign, sublicense, transfer, or otherwise convey, without obtaining the B_Y dieh i prior written consent, any of the rights granted to the Licensee by or in connection with this Agreement;
 - (3) the Licensee uses the Material in a manner not expressly permitted by this Agreement;
 - (4) no Collective Work, Derivative Work, or republication of Material is published within one (1) year of the Effective Date, unless extended by written permission of the Licensor;
 - (5) the copyright and acknowledgment notices are not printed as specified in Section 5 of this Agreement; or
 - (6) A Collective Work, Derivative Work, or republication of Material is published and remains out of print for a period of at least six (6) months.
- (b) Effect of Termination. All rights granted by this Agreement including, without be _iWed" j [B_Ydi[[i h] j je ki[j [C Wh h W i Wb[d ed j he dwed e j i Agreement. On termination of this Agreement, the Licensee agrees [as soon as is commercial feasible] to promptly discontinue all use of the reprinted Material, any Collective Work, or any Derivative Work and to refrain from further reprinting, publishing, and distributing of such reprinted Material, Collective Work, or Derivative Work. Notwithstanding the foregoing, the Licensee shall have the right to fill existing orders and sell off existing copies of the reprinted Material, Collective Work, or Derivative Work then in stock; provided, however, the sell-off period shall not exceed _______ (_3_) months from the date of termination[; provided further, however, that any such sales of reprinted Material, Collective Work, or Derivative Work shall constitute Gross Sales]. The Licensor shall have the right to verify the existence and validity of the existing orders and existing copies of the reprinted Material, Collective Work, or Derivative Work then in stock on reasonable notice to the Licensee.

14. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement

shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

15. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shalbdej [[[c [WnW [he ikY FW]]]]] is right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

16. NO AGENCY RELATIONSHIP.

This Agreement creates a licensor-licensee relationship between the Parties. Nothing in this Agreement shall be construed to establish a joint venture, agency, or partnership relationship between the Parties.

17. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

f to the Licensor:				
Certified Mail to Footprints Publishings Inc				
Po Box 524				
Clinton, WA 98236				
f to the Licensee:				

18. **GOVERNING LAW.**

This Agreement shall be governed by the laws of the state of __Washington____. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to \(\frac{1}{2} \) khi \(\frac{1}{2} \) \(\frac{1}{2} \) \(\frac{1}{2} \) Who i \(\frac{1}{2} \) Wed \(\frac{1}{2} \) Wyehneys fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

19. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

20. SEVERABILITY.

Whenever possible, each provision of this Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

21. ENTIRE AGREEMENT.

This Agreement constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

22. **HEADINGS.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

LICENSOR	[LICENSOR NAME]
	FOOTPRINTS PUBLISHINGS INC
	By: <u>CHIEF EXECUTIVE OFFICER</u> Name: CAROLYN JOYCE CARTY Title: OWNER FOOTPRINTS PUBLISHINGS INC
	ACKNOWLEDGMENT OF NOTARY PUBLIC
State of)) .ss)
Public, personally appeared be me or proved to me on the bathe foregoing document as the <i>PUBLISHINGS INC</i> . and according to the public of the	
WITNESS my hand a	nd official seal.
Signature of Notary Public:	
My Commission Expires:	

LICENSEE	[LICENSEE NAME]
	By: Name: Title:
	ACKNOWLEDGMENT OF NOTARY PUBLIC
)
State of	
County of) .ss .)
On this day of	, 20, before me, the undersigned Notary
Public, personally appeared b	efore me [NAME], personally known to me or proved to me
•	ridence to be the individual who signed the foregoing
	FITLE] of the [LICENSEE] and acknowledged to me that in [his] [her] authorized capacity, and that by such signature,

WITNESS my hand and official seal.

the person executed the instrument.

Signature of Notary Public:

My Commission Expires:

[EXHIBIT A]
FOOTPRINTS (A POEM)

One night a man had a dream. He dreamed he was walking along the beach with the Lord. Across the sky

flashed scenes from his life. For each scene he noticed two sets of footprints in the sand; one belonging to

him and the other to the Lord. When the last scene of his life flashed before him, he looked back at the

footprints in the sand. He noticed that many times along the path of his life there was only one set of

footprints. He also noticed that it happened at the very lowest and saddest times of his life. This really

bothered him and questioned the Lord about it. "Lord, you said that once I decided to follow you, you'd walk

with me all the way. However, I noticed that during the most troublesome times of my life there was only one

set of footprints. I don't understand why when I needed you most you would leave me." The Lord replied,

"my precious, precious child, I love you and I would never leave you during your times of trial and suffering,

when you see only one set of footprints it was then that I carried you." American Poet Carolyn Joyce Carty

Also known as Footprints in the sand; a poem, copyrighted in the He and I text.

Footprints a poem

One night I had a dream. I dreamed he was walking along the beach with the Lord. Across the sky flashed

scenes from my life. For each scene I noticed two sets of footprints in the sand; one belonging to me and the

other to the Lord. When the last scene of my life flashed before me, I looked back at the footprints in the

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that it happened at the very lowest and saddest times of my life. This really bothered me and questioned the

Lord about it. "Lord, you said that once I decided to follow you, you'd walk with me all the way. However, I

noticed that during the most troublesome times of my life there was only one set of footprints. I don't

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child, I love you and I would never leave you during your times of trial and suffering, when you see only one

set of footprints it was then that I carried you." American Poet Carolyn Joyce Carty

Also known as Footprints in the sand; a poem, copyrighted in the I text and He text. This text may also be

referred to as Jesus Footprints in the Sand or Jesus Footprints by author Carolyn Joyce Carty sole copyright

owner.

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