

AGREEMENT

State of Texas §
 § Know All Persons by These Presents That:
County of Harris §

This Agreement (“Agreement”) is made by and between Michael Galbreth (“Galbreth”) and John A. Massing a/k/a Jack Massing (“Massing”), Galbreth and Massing sometimes collectively referred to herein as “The Art Guys” and _____ (“Buyer”), such individuals hereinafter collectively called the “Parties”. The Parties have entered into this Agreement under the following circumstances and to effect the following aims and purposes:

RECITALS

A. On or about 12:01 a.m., April 1, 2007, The Art Guys offered their cremated remains, together with other items hereinafter described, for sale via notice (“Notice”) posted on their website on the Internet under that certain project named “Forever Yours” (“Project”).

B. The Notice provided that the price was \$1,000,000.00 U.S.D. for such remains and other items.

IT IS THEREFORE AGREED:

1. CONSIDERATION The sum of _____ United States Dollars (\$ _____ USD) in hand paid by Buyer to The Art Guys, together with the mutual covenants contained in this Agreement, the receipt and sufficiency of the same being hereby acknowledged.

2. REPRESENTATIONS AND WARRANTIES Each of the Parties hereto warrants to the other party that:

A. It has been fully informed and has full knowledge of the terms, conditions and

effects of this Agreement.

B. It has been represented by independent legal counsel of its choice throughout all negotiations preceding its execution of this Agreement and has received the advice of its attorney(s) in entering into this Agreement or has had the right to seek counsel and has chosen to not do so.

C. That it, either itself or through its independently retained attorney(s), has fully investigated to its satisfaction all facts surrounding the transaction involved herein and is fully satisfied with terms and effects of this Agreement.

D. No promise or inducement has been offered or made except as expressly stated in this Agreement.

E. This Agreement is executed without reliance on any statement or representation by any third party or any third party's agent, and this Agreement supersedes all prior negotiations and discussions.

F. It is not in a disparate bargaining position with respect to the negotiation of this Agreement.

G. It has full authority to enter into this Agreement and is competent to do so.

H. This Agreement constitutes the legal, valid and binding obligation of such party and is enforceable against such party in accordance with the terms hereof.

The Parties recognize and acknowledge that they have relied on each of the foregoing representations and warranties in entering into this Agreement, and each agrees that the foregoing representations and warranties, as well as the covenants stated herein, shall survive the execution of this Agreement.

3. **COVENANTS**

A. The items (“Items”) to be received by Buyer hereunder shall be as follows:

(1.) Bronze urns that shall be self-portrait busts of Galbreth and Massing. For illustrative purposes, the appearance of such urns is in the Notice. The appearance of such urns, as delivered to Buyer, shall be substantially similar to their appearance in such Notice.

(2.) This Agreement, as signed by the Parties and framed by The Art Guys at their sole cost.

(3.) The cremated remains of Galbreth and Massing, which are intended to be placed in the respective urns of Galbreth and Massing described as Item (1.) above.

B. Items (1.) and (2.) shall be delivered by The Art Guys to Buyer on or before _____, 20___. The manner of delivery shall be specified by Buyer to The Art Guys in writing on or before _____, 20___. The cost of delivery shall be borne by Buyer.

C. Upon the death of Galbreth, his remains shall be cremated and delivered to Buyer within ninety (90) days from the date of his death to an address to be designated in writing by Buyer to The Art Guys on or before _____, 20___. The manner of delivery of such cremated remains shall be specified by Buyer to The Art Guys in writing on or before _____, 20___. The cost of delivery shall be borne by Buyer.

D. Upon the death of Massing, his remains shall be cremated and delivered to Buyer within ninety (90) days from the date of his death to an address to be designated in writing by Buyer to The Art Guys on or before _____, 20___. The manner of delivery of such cremated remains shall be specified by Buyer to The Art Guys in writing on or before _____, 20___. The cost of delivery shall be borne by Buyer.

E. Buyer may change the place of delivery of the Items and/or their manner of delivery by written notice to The Art Guys in accordance with the miscellaneous terms of this

Agreement. Notwithstanding any such change, the cost of delivery of the Items shall be borne by Buyer.

F. Galbreth and Massing shall make such provisions and take such actions as are reasonably necessary to ensure that their remains are handled in accordance with this Agreement.

G. If either Galbreth or Massing or both shall die in such a manner as there are no remains to be cremated, then written or other documentary proof of their death in such manner shall be delivered to Buyer as hereinbefore provided.

H. This Agreement shall be recorded directly or via notice thereof in the public records of Harris County, Texas, by Scott R. Sommers, attorney at law, on behalf of the parties hereto, at Sommers' sole cost. A notice hereof shall include a true and correct copy of this Agreement, as signed by the Parties hereto.

4. **MISCELLANEOUS**

A. The Parties understand and agree that the terms hereof are contractual not merely recitals.

B. This Agreement embodies the entire agreement between the Parties hereto and supersedes all prior proposals, negotiations, agreements and understandings relating to the subject matter hereof.

C. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Texas. Venue of any proceeding relating to this Agreement shall be Harris County, Texas.

D. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executives, administrators, successors and assigns.

E. In the event any litigation is initiated after the date of this Agreement with respect

to this Agreement or its subject matter, any prevailing party shall be entitled to recover its reasonable attorneys fees, paralegal fees and disbursements incurred from and against any non-prevailing party, including all legal expenses incurred prior to trial, at trial and at all levels of appeal and post judgment proceedings.

F. The Parties agree that should a Court be called upon to interpret any provision of this Agreement, previous drafts shall not be used by any party in any manner to support its interpretation of the meaning of this Agreement. Each party and counsel for each party to this Agreement have reviewed this Agreement and have participated in its drafting. Accordingly, no party shall attempt to invoke the normal rule of construction to the effect that ambiguities are to be resolved against the drafting party in any interpretation of this Agreement.

G. Unless the basis of the bargain among the Parties is destroyed or rendered ineffective by invalidity or unenforceability of any provision hereof, if any provision of this Agreement should be held to be void, voidable or unenforceable in any respect, then the remaining portions of this Agreement shall remain in full force and effect.

H. Any notice to be given to The Art Guys under the terms and conditions of this Agreement shall be in writing and shall be sent to The Art Guys by certified mail or delivered by hand to The Art Guys at 5757 Knox Street, Houston, TX 77091. Any notice to be given to Buyer under the terms and conditions of this Agreement shall be in writing and shall be sent to Buyer by certified mail or delivered by hand to Buyer at the following address:

_____. Any party, from time to time, by such notice, may specify another address to which subsequent notices shall be sent. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent by mail).

H. All genders used in this Agreement shall include the other genders, the singular

shall include the plural, and the plural shall include the singular, whenever and as often as may be appropriate.

I. No amendments, modifications, alterations to the terms of this Agreement shall be binding unless the same are in writing, dated subsequent to the date thereof and duly executed by the Parties hereto.

J. This Agreement may be executed in any number of counterparts and/or separate signature pages, all of which shall be considered originals. Facsimile signatures shall likewise be considered as originals.

IN WITNESS WHEREOF the Parties have signed this Agreement on the date(s) stated below.

BUYER

Signature

Printed Name

Title, if applicable

Date: _____

THE ART GUYS

Michael Galbreth

Date: _____

John A. Massing a/k/a Jack Massing

Date: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day, personally appeared Michael Galbreth, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20__.

Notary Public in and for The State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
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BEFORE ME, the undersigned authority, on this day, personally appeared John A. Massing a/k/a Jack Massing, known to me to be the person whose name is subscribed to the

