

BILL OF SALE AND AGREEMENT

This BILL OF SALE AND AGREEMENT (this "Agreement") is entered into between BEN BARNES BRITT ("Seller") and CAROLYN SORTOR ("Purchaser"), effective as of January 1, 2004.

RECITALS

WHEREAS, on May 21, 1983, Seller received the degree of Bachelor of Fine Arts from the University of Texas at Austin (such degree, together with all and singular the rights, titles, interests, appurtenances and privileges of Seller therein or in any way relating thereto, being collectively herein called, the "Degree");

WHEREAS, Purchaser has heretofore engaged in creating fine art works, and Purchaser desires to continue to do so, but Purchaser is almost completely lacking in the formal education and credentials with which contemporary fine artists are usually possessed;

WHEREAS, Purchaser therefore desires to acquire a fine arts degree such as the Degree, and Seller is willing to sell the Degree to Purchaser, all for the consideration and upon and subject to the terms and conditions set out in this Agreement;

AGREEMENT

NOW, THEREFORE, for the sum of Ten Dollars and other good and valuable consideration in hand paid unto Seller, the receipt and sufficiency of which are hereby confirmed, and intending to be legally bound hereby, the parties hereto represent, warrant, covenant and agree as set out below.

1. Purchase and Sale. Seller hereby GRANTS, SELLS, BARGAINS, TRANSFERS AND CONVEYS the Degree to Purchaser; and Purchaser hereby acquires the Degree from Seller. Seller does hereby bind himself and his successors and assigns (other than Purchaser and her successors and assigns) to WARRANT AND FOREVER DEFEND unto Purchaser all and singular the Degree, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Prior to or concurrently with the execution of this Agreement, Seller has delivered to Purchaser the physical diploma evidencing the Degree. Subject to the other provisions of this Agreement, and except as the parties may hereafter otherwise agree, the sale contemplated in this Agreement is and shall be irrevocable. Seller confirms that Seller has received the full, agreed price and consideration for such sale and that no further payment or consideration is or shall become due with respect to such sale.

2. Representations and Warranties. Seller hereby represents and warrants with respect to the Degree that Seller earned the Degree and is the owner thereof, free and clear of any and all hypothecations, liens or other encumbrances, interests or rights of any person other than Purchaser, and that Seller has not heretofore granted, transferred or assigned to any person

other than Purchaser any right, title or interest whatsoever in the Degree. Purchaser represents and warrants to Seller that Purchaser is legally competent and not insolvent and that Purchaser has full power and authority to pay the agreed consideration for the Degree.

3. Indemnification. Each of the parties hereto (an “indemnifying party”) shall indemnify, defend and hold the other party harmless from and against any loss suffered by such other party as a result of any breach on the part of the indemnifying party of any representation, warranty, covenant or agreement set out in this Agreement on the part of such indemnifying party. The representations, warranties, covenants and agreements of the parties contained in this Assignment shall survive the consummation of the sale contemplated herein.

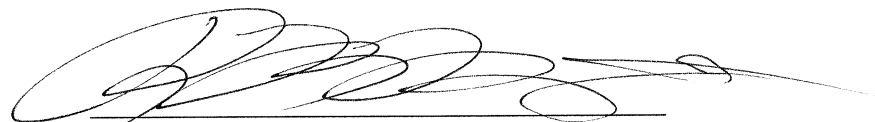
4. Further Assurances. The parties hereto mutually agree to execute and deliver any and all such writings and take any and all such actions as may be reasonably necessary or appropriate in order to further evidence, effectuate and perfect the sale and transfer contemplated in this Agreement.

5. Severability. If any provision of this Agreement is held to be invalid or otherwise unenforceable, or if any provision of this Agreement would otherwise be held to invalidate or otherwise impair the Degree itself, then such provision shall automatically be severed from the remainder of this Agreement and replaced with a new provision as similar in effect to the original provision as possible while remaining enforceable; provided, however, that if Purchaser in her sole, reasonable discretion determines that, as a result of such reformation, she would lose the material benefit to Purchaser of the bargain contemplated herein, then the sale contemplated in this Agreement shall be rescinded, and Seller shall immediately return to Purchaser all consideration theretofore paid to Seller for the Degree

6. No Modification. Except as expressly otherwise specified above, this Agreement may not be modified orally, by any course of dealing or conduct or otherwise than by a writing signed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement to be effective as of the date first stated above.

SELLER:

A handwritten signature in black ink, appearing to read 'Ben Barnes Britt', written over a horizontal line.

BEN BARNES BRITT

[Signatures continued on next page]

PURCHASER:

Carolyn Sortor

CAROLYN SORTOR

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, personally appeared BEN BARNES BRITT, known to me personally to be the person whose name is subscribed to the foregoing document, and acknowledged that he executed the foregoing document in the capacities and for the purposes and consideration therein expressed.

My Commission Expires:

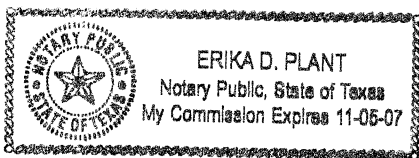
11-05-07

Erika D. Plant

Notary Public

Erika D. Plant

Printed Name



[Notarizations continued on next page]

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, personally appeared CAROLYN SORTOR, known to me personally to be the person whose name is subscribed to the foregoing document, and acknowledged that she executed the foregoing document in the capacities and for the purposes and consideration therein expressed.

My Commission Expires:

11-5-07

Erika D. Plant

Notary Public Erika D. Plant

Printed Name

