

## CONSIGNMENT AGREEMENT

THIS AGREEMENT made on \_\_\_\_\_, by and between 3RD FLOOR PENTHOUSE, INC. (DBA PARA/GRAPHICS) (the "Consignor"), a Texas corporation, and \_\_\_\_\_ (the "Consignee"); and all such being collectively referred to herein as the "parties".

### Recitals:

A. Consignor desires to increase the public's consumption of the products herein described, hereinafter Products, and to prevent detrimental, injurious and uneconomic practices in their distribution, and

B. Consignor desires to maintain a marketing organization designed to accomplish these objectives, and

C. Consignee recognizes Consignor's objectives and is willing to abide by them, and

D. Consignee desires to secure the right to market Products, and

E. Consignor and Consignee agree to cooperate in the marketing of Products,

Now, Therefore, the parties hereby agree as follows:

### 1. General Terms

#### 1.1 Appointment and Acceptance

Consignor hereby appoints Consignee as its consignee for the sale of Products as set forth in this Agreement. Consignee accepts such appointment and agrees to act in such a capacity as described in this Agreement and to be bound by all terms herein. Consignee further agrees to use its best efforts to encourage sales of Products on behalf of Consignor, and in the name of Consignor.

#### 1.2 Application by Consignee for Consignment

Consignee shall apply to Consignor for a consigned stock of Products from time to time. Consignor may place such a consigned stock with Consignee on the terms and conditions set forth in this Agreement.

#### 1.3 Location and Identification of Products

Products shall be kept by Consignee at Consignee's business premises located at \_\_\_\_\_ (the "Consignee's Business Premises"). Products will not be transferred from such a location without Consignee notifying Consignor. Products will be kept separate from other goods and will be marked and identified as Consignor's property.

#### *1.4 Title Retained by Consignor*

When Consignee delivers Products to persons purchasing from it, hereinafter Purchasers, title to Products shall pass from Consignor to Consignee and immediately thereafter from Consignee to Purchasers. Consignee shall have no power and shall not deal with the Products in any way inconsistent with the retained ownership by Consignor prior to delivery.

#### *1.5 Consignor Given Security Interest*

Consignor is hereby given, and shall be deemed to have, a security interest in all Products whether possession is retained by Consignor, or delivered to Consignee or any other person, and in all proceeds from sales made thereof, including accounts receivable and cash receipts, until the purchase price herein specified has been paid in full. Consignee also authorizes Consignor to file any document, including a financial statement, necessary for Consignor to record or perfect its security interest under this Agreement.

#### *1.6 Right to Name and Good Will*

Consignee is entitled to the use of the words: “3rd Floor Penthouse, Inc. (dba Para/Graphics)”, “3rd Floor Penthouse, Inc.”, and/or “Para/Graphics” as applied to Products and of the good will attached thereto only in the manner designed by Consignor solely for the purposes of marketing and selling the consigned stock of Products. Upon termination or expiration of this Agreement, Consignee will discontinue the use of such words, and thereafter will not use, either directly or indirectly, in connection with its business, such words, or any other name, title or expression so nearly resembling the same as would be likely to lead to confusion or uncertainty or to deceive the public.

#### *1.7 Exclusive Dealing*

Consignee shall not during the term of this Agreement sell, offer to sell or promote the goods of any other person which shall in any way compete with the sale of Products.

## **2. Products and Services**

### *2.1 Products*

The “Products” as used herein shall refer to the goods consigned by Consignor to Consignee pursuant to this Agreement, as well as the replacements thereof. Consignor shall have the right to stipulate the quantity of Products to be carried in stock by Consignee. The initial Products to be provided by Consignor are specifically set forth on Exhibit “A” attached to this Agreement and incorporated by reference herein for all purposes. Consignor shall have the right during Consignee's business hours to inspect and check Consignee's stock of Products, and if in Consignor's judgment a sufficient quantity of Products are not then in Consignee's stock, Consignee hereby agrees to provide replacement Products.

### *2.2 Change of Models or Design*

Consignor reserves the right to change the design of any Products and to add or delete models at any time without notice to Consignee. If any such change is made, there will be no obligation on

Consignor to make such change upon any Products previously shipped or to be shipped in accordance with the application of Consignee given to Consignor prior to the date of the change, or to furnish any other or different Products than were thereon when shipment was made.

### *2.3 Warranty*

CONSIGNOR WARRANTS THAT PRODUCTS DELIVERED BY IT TO CONSIGNEE SHALL BE AS DESCRIBED IN THE APPLICATION ACCEPTED BY CONSIGNOR AND THAT ALL PRODUCTS DELIVERED BY IT TO CONSIGNEE SHALL BE FREE FROM DEFECTS IN WORKMANSHIP OR MATERIALS, BUT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND SUCH DESCRIPTION. CONSIGNOR HEREBY EXCLUDES ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE AND ANY WARRANTY WHICH MIGHT OTHERWISE ARISE FROM THE COURSE OF DEALING BETWEEN THE PARTIES THERETO OR FROM ANY USAGE OF TRADE. PRODUCTS ARE NOT CONSIGNED BY SAMPLE UNLESS THAT FACT IS SPECIFICALLY STATED.

### *2.4 Evidence of the Quality, Condition and Quantity of Products*

Upon delivery of Products to Consignee at the Consignee's Business Premises, the clean bill of lading, express receipt or similar delivery document shall serve as conclusive evidence of the quality, condition and quantity of Products.

## **3. Price, Payment, and Discount or Commission**

### *3.1 Sales Price*

Consignee shall quote to Purchasers the price for Products established by Consignor in the latest price list of Consignor furnished to Consignee.

### *3.2 Change of Price*

Consignor reserves the right to change its price list from time to time and Consignee shall adjust the prices which it quotes so as to conform to the revised price list.

### *3.3 Allotment of Expenses*

Consignee shall be liable for and agrees to pay the following expenses to the extent they are associated with Products:

- (a) Property taxes;
- (b) Storage and warehousing expenses;
- (c) Product liability insurance and other types of insurance usually carried by persons engaged in the same or similar business to the extent necessary to cover any risks which may be reasonably foreseen;
- (d) Advertising and similar types of marketing expenses; and

- (e) Any and all costs associated with marketing, displaying and/or selling the Products.

Consignor shall be liable for and agrees to pay all excise and sales taxes on transactions between Consignor and Consignee.

#### *3.4 Discount or Commission to Consignee, and Payment to Consignor*

Consignee shall be liable for payment of the amount specified in Consignor's current price list for any Products delivered pursuant to this Agreement, less a commission of       % on the Products sold, only after such Products have been sold to a Purchaser. Following such sale, Consignee shall pay to Consignor the amount due within thirty (30) days of the date of sale. It shall be presumed that such Products have been sold not later than sixty (60) days after delivery to Consignee or upon termination of this Agreement.

Consignee shall be del credere, as regards to all sales of Products made through it. Consignee guarantees payment to Consignor on the date determined above for such sales and shall remit to Consignor upon such due date, the full amount of monies due to Consignor, regardless of whether or not Consignee has received payment from Purchaser.

### **4. Orders**

#### *4.1 Accepting and Filling Orders*

All orders received by Consignee from Purchasers for Products are subject to acceptance by Consignor. Consignee expressly releases Consignor from liability for any loss or damage arising from the failure of Consignor to fill any such order.

#### *4.2 Notice to be Given by Consignee*

In selling Products, Consignee shall:

- (a) Make no representations, promises or warranties concerning any Products except as specifically authorized by Consignor; and
- (b) Quote only the prices, terms and conditions for the sale of products fixed or authorized by Consignor in writing.

### **5. Maintaining and Inspecting Records**

#### *5.1 Maintaining, Inspecting and Furnishing Records*

In order that Consignor may have a complete record of the quantity and type of Products sold or in inventory, Consignee agrees to furnish at least every sixty (60) days, or at such intervals as agreed upon by Consignor and Consignee, a report of all its sales of Products. Consignee also agrees to keep accurate records of all contracts and accounts covered by this Agreement, and to permit examination of such contracts and accounts by Consignor or its agents at any time during Consignee's business hours. The right of Consignor to examine such accounts and contracts

shall cease one year after termination of this Agreement. Consignee further agrees to have its books audited at least annually by a competent accountant or auditor and to furnish a certified copy of such audit to Consignor.

### *5.2 Maintaining and Inspecting the Business Premises of Consignee*

Consignee agrees to maintain the Business Premises of Consignee and a display for the Products at the Business Premises of Consignee satisfactory to Consignor, and Consignor shall have the right during Consignee's business hours to inspect said Business Premises of Consignee and the display for the Products.

### *5.3 Secrecy*

Consignee agrees that it shall keep secret and shall not divulge to any person, firm or corporation other than Consignor any information acquired by it directly or indirectly in the course of business which is or may be in any way prejudicial to the interests of the Consignor. This article shall survive the duration of this Agreement and shall not be affected by the termination of this Agreement.

## **6. Returns, Claims and Disputes**

### *6.1 Return of Products for Repair or Replacement*

Consignee agrees that it will follow and be governed by any rules and regulations of Consignor then in force when returning any Products, and the settlement made thereunder shall be final.

### *6.2 Notice of Claims*

If Consignee shall have reason to believe it has any claim against Consignor in respect to any transaction growing out of this Agreement, it shall in writing notify Consignor within ten (10) days after Consignee knows or has reason to know the basis of any such claim. If Consignee fails to comply with the stipulations of this article, such claims shall be deemed to be waived and absolutely barred. The provisions of this article shall survive the termination of other portions of this Agreement.

### *6.3 Consignee's Damages*

In the event of a breach of this Agreement by Consignor, Consignee's exclusive remedy and Consignor's limit of liability shall be for Consignee's actual damages which shall in no event exceed the price of the Products with respect to which the damages occurred. Consignor shall in no event be liable to Consignee for Consignee's costs, injury to good will, or other incidental or consequential damages.

### *6.4 Consignee's Liability for Disappearance and Damage*

In order to assure a high standard of care on the part of the Consignee, Consignee agrees to be fully responsible for all Products consigned to it by Consignor hereunder, and will pay for any Products which should be in the consigned stock, at any particular time, but which for any reason whatsoever have disappeared therefrom. It is recognized that Products may be subject to damage

or depreciation while in the custody of Consignee, and Consignee accepts as its personal liability and responsibility all such damage and/or depreciation.

#### *6.5 Consignee's Liability for Insurance*

Consignee shall maintain product liability insurance, and other types of insurance usually carried by persons engaged in the same or similar business, covering Products with Consignor as named beneficiary to the extent necessary to cover any risks which may be reasonably foreseen.

### **7. Duration and Termination**

#### *7.1 Duration of Agreement*

This Agreement shall begin on the date hereof and continue in force and govern all transactions and relations between the parties hereto until \_\_\_\_\_. By mutual consent of Consignor and Consignee, this Agreement may be renewed in the manner and to the extent agreed upon by the parties.

#### *7.2 Termination*

Consignor shall have at its option the right to: (a) cancel this Agreement; and/or (b) delay or cancel any shipment under this Agreement; and/or (c) postpone or delay any payments due Consignee if any of the following events shall occur:

- (1) In case Consignee is a partnership or corporation and significant disagreements of any nature shall arise between the members of the partnership, or the directors, or managers of the corporation whereby Consignor deems its interests imperiled;
- (2) In case of the incapacity or death of Consignee or its key member(s);
- (3) If Consignee fails to perform any provision of this Agreement (including, without limitation, the failure to pay any amount when due hereunder) which failure remains uncorrected for more than 30 days after written notice thereof by Consignor;
- (4) If Consignee shall become unable to pay its debts generally as they become due, or shall hold a meeting of its creditors, or shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or shall file a petition or answer seeking, consenting to or acquiescing in any arrangement, adjustment, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or not contesting the material allegations of a petition or answer filed against it for or proposing any such relief; or if any proceeding against Consignee of the type referred to herein seeking any such relief shall not have been dismissed within 60 days after the commencement thereof;

(5) If a trustee, receiver or liquidator of Consignee or of any material part of Consignee's assets or properties shall be appointed with the consent or acquiescence of Consignee, or if any such appointment, not so consent to or acquiesced in, shall remain unvacated or unstayed or such trustee, receiver or liquidator shall not have been dismissed or discharged for an aggregate of 60 days (whether or not consecutive); or

(6) If Consignee is a party to a merger, consolidation or other corporate reorganization.

To be an effective termination or suspension of performance under this article, written notice must be sent to the other party and shall be effective.

### *7.3 Effect of Termination on Bona Fide Orders and Amounts Due Consignor*

It is understood that any bona fide customer order which may have been received by Consignee prior to receipt of any notice of termination shall not in any way be affected by such termination. It is agreed that termination will not release Consignee from the payment of any sum which may then be owing to Consignor by Consignee.

### *7.4 Consignor's Right to Possession When Agreement Terminates or Expires*

In case of the termination or expiration of this Agreement, Consignor may at its option retake from Consignee, within a reasonable time after such termination or expiration, any or all Products on hand in Consignee's place of business or in the possession of Consignee. Upon demand by Consignor, Consignee shall be obligated and hereby agrees to deliver such Products to Consignor at Consignee's expense. Consignor, however, reserves the right to reject any Products not in first class condition. Any Products sold by Consignee previous to the termination or expiration of this Agreement, but not yet delivered or installed, may be delivered or installed by Consignor, and all expenses thereof may be charged to Consignee's account and deducted at the time of final settlement.

### *7.5 Subrogation of Consignor to Consignee's Rights Against Third Parties*

In case of the termination or expiration of this Agreement, Consignor shall thereupon at its option immediately be subrogated to any or all of the agreements, rights and relations of Consignee with or against dealers, sales persons, representatives, Purchasers and other third persons with regard to the sale of Products, and all agreements between Consignee and such third persons shall contain a clause to make this provision effective in favor of Consignor.

## **8. Miscellaneous Provisions**

### *8.1 Agreement Non-Assignable; Binding Effect*

No party shall assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without obtaining the prior consent of the other parties to this Agreement. Subject to the foregoing, all of the provisions of this Agreement shall be binding upon and shall

inure to the benefit of and be enforceable by the parties to this Agreement and their respective heirs, legal representatives, successors and assigns.

## 8.2 *Amendment; Waiver*

This Agreement may be amended, modified or superseded only by a written instrument signed by all of the parties to this Agreement. No party shall be deemed to have waived compliance by another party of any provision of this Agreement unless such waiver is contained in a written instrument signed by the waiving party and no waiver that may be given by a party will be applicable except in the specific instance for which it is given. The failure of any party to enforce at any time any of the provisions of this Agreement or to exercise any right or option contained in this Agreement or to require at any time performance of any of the provisions of this Agreement by any of the other parties shall not be construed to be a waiver of such provisions and shall not affect the validity of this Agreement or any of its provisions or the right of such party thereafter to enforce each provision of this Agreement. No course of dealing shall operate as a waiver or modification of any provision of this Agreement or otherwise prejudice such party's rights, powers and remedies.

## 8.3 *Confidentiality of Agreement*

Unless otherwise required by law, no party shall disclose either the terms or existence of this Agreement to any person other than a party's counsel and its other representatives or such other third parties with whom it must communicate to consummate the transactions described in this Agreement.

## 8.4 *Confidentiality of Certain Information*

The parties and their respective agents and employees shall hold and keep confidential all information which is proprietary in nature and non-public or confidential, in whole or in part ("Confidential Information") which any of them may receive from any other party concerning such other party. Failure to mark any of the Confidential Information as non-public, proprietary or confidential shall not affect its status as Confidential Information under the terms of this Agreement. Confidential Information shall not include any information in the possession of the receiving party that (a) is developed by such party without reference to and independent of any Confidential Information, (b) is learned from a third party not under any duty of confidence to the disclosing party, or (c) becomes part of the public domain through no fault of the receiving party.

None of the parties nor their respective agents or employees shall, without the prior consent of the disclosing party, disclose or use any such Confidential Information, in whole or in part, except in connection with the performance of the transactions described in this Agreement. Unless otherwise required by law, none of the parties shall disclose any Confidential Information acquired as a result of this Agreement to any person or entity, other than its respective counsel and other representatives, and such other third parties (such as bankers and lessors) with whom it must communicate to consummate the transactions described by this Agreement, all of whom must agree to keep the Confidential Information confidential.



## 8.5 *Construction and Interpretation of Agreement*

The following provisions shall apply to the construction and interpretation of this Agreement:

- (a) Section titles or captions in this Agreement are included for purposes of convenience only and shall not be considered a part of this Agreement in construing or interpreting any of its provisions. All references in this Agreement to Sections shall refer to Sections of this Agreement unless the context clearly otherwise requires.
- (b) When used in this Agreement, the word "including" shall have its normal common meaning and any list of items that may follow such word shall not be deemed to represent a complete list.
- (c) The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement
- (d) Unless the context otherwise requires, when used in this Agreement, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.
- (e) The parties do not intend that this Agreement shall confer on any third party any right, remedy or benefit or that any third party shall have any right to enforce any provision of this Agreement.

## 8.6 *Counterparts*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

## 8.7 *Cumulative Remedies; Specific Performance*

No right or remedy conferred upon or reserved to any of the parties under the terms of this Agreement is intended to be, nor shall it be deemed, exclusive of any other right or remedy provided in this Agreement or by law or equity, but each shall be cumulative of every other right or remedy. The parties understand and acknowledge that a party would be damaged irreparably by reason of a failure of another party to perform any obligation under this Agreement. Accordingly, if any party attempts to enforce the provisions of this Agreement by specific performance (including preliminary or permanent injunctive relief), the party against whom such action or proceeding is brought waives the claim or defense that the other party has an adequate remedy at law.

## 8.8 *Consequential Damages Excluded*

Notwithstanding anything to the contrary elsewhere in this Agreement or at law, no party shall, in any event, be liable to the other party for any indirect or consequential damages, including without limitation, loss of revenue, cost of capital, loss of business reputation or opportunity and costs arising under or in connection with this Agreement.

## 8.9 *Definitions*

For the purposes of this Agreement, the following terms have the meanings specified or referred to below:

(a) **Affiliate.** Any Person controlled by, controlling or under common control with such Person. For the purposes of this definition, "control" of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether by ownership of securities, contract, law or otherwise; and the terms "controlling" and "controlled" shall have meanings correlative to the foregoing.

(b) **Governmental Body.** Any (1) nation, state, county, city, town, village, district or other jurisdiction of any nature; (2) federal, state, local, municipal, foreign or other government; (3) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official or entity and any court or other tribunal); (4) multi-national organization or body; or (5) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature; or (6) any other Person.

(c) **Person.** Any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability partnership or company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

## 8.10 *Entire Agreement*

This Agreement embodies the entire agreement and understanding of the parties related to its subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral agreements relating to the subject matter of this Agreement. No representation, promise, inducement or statement of intention has been made by any party which has not been embodied in this Agreement. This Agreement may be modified only by a written instrument signed by the parties hereto.

## 8.11 *Exhibits and Schedules*

All Exhibits and Schedules to this Agreement, if any, shall constitute part of this Agreement and shall be deemed to be incorporated in this Agreement by reference and made a part of this Agreement as if set out in full at the point where first mentioned. Nothing in the Schedules shall be deemed adequate to disclose an exception to a representation or warranty made in this Agreement unless the Schedule identifies the exception with particularity and describes the

relevant facts in detail. If any inconsistency exists between the statements in the body of this Agreement and those in the Schedules (other than an exception expressly set forth as such in the Schedules to a specifically identified representation or warranty), the statements in the body of this Agreement shall control. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made in this Agreement (unless the representation or warranty has to do with the existence of the document or other item itself). The parties intend that each representation, warranty, covenant and obligation contained in this Agreement shall have independent significance. If any party has breached any representation, warranty, covenant or obligation contained in this Agreement in any respect, merely because there exists another representation, warranty, covenant or obligation relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached, it shall not detract from or mitigate the party's breach of the first representation, warranty, covenant or obligation.

#### *8.12 Expenses*

Except as otherwise expressly provided for in this Agreement, each party shall bear its own expenses incurred in connection with the preparation, execution and performance of its obligations under this Agreement, including all fees and expenses of agents, representatives, counsel and accountants.

#### *8.13 Force Majeure*

If performance of any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages; Covid-19 viral infection; government imposed lockdowns or other remedial measures set forth by governmental authorities related to Covid-19, or any other pandemic, virus, disease, or other malady. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

#### *8.14 Further Assurances*

Each party shall execute and deliver such additional documents or take such additional actions as may be requested by another party to this Agreement if such requested document or action is reasonably necessary to effect the transactions described in this Agreement.

8.15 *Governing Law and Venue*

This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of Texas, without giving effect to any conflict of law rule or principle of such state. The parties hereto agree that the exclusive venue with respect to this Agreement and the obligations thereunder shall be in Bexar County, Texas.

8.16 *Independent Contractor Relationship*

Regarding all matters relating to this Agreement, this Agreement creates an independent contractor relationship among the parties. Nothing contained in this Agreement shall be construed to (a) give any party the power to direct and control the day-to-day activities of the other, (b) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (c) constitute any party, its agents or employees as employees of any other party or grant any of them the power or authority to act for, bind or otherwise create or assume any obligation on behalf of any of the other parties for any purpose whatever.

8.17 *No Public Announcement*

No party shall make any press release or other public announcement regarding this Agreement or the transactions described in this Agreement, unless such party is obligated by law or the rules of any stock exchange upon which its shares are traded to make such a disclosure. When a party determines that it is obligated by law or the rules of a stock exchange to make such a disclosure, it shall notify all of the other parties prior to such disclosure and all of the parties shall cooperate to cause a mutually agreeable release or announcement to be issued.

8.18 *Notices*

All notices, requests, consents, approvals, waivers, demands and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed delivered to the parties (a) on the date of personal delivery against a written receipt, or (b) on the date sent by confirmed telephonic facsimile transmission, or (c) on the first business day following the date of delivery to a nationally recognized overnight courier service, or (d) on the third business day following the date of deposit in the United States Mail, postage prepaid, by certified mail, in each case addressed as follows, or to such other address, person or entity as any party may designate by notice to the other in accordance herewith:

Consignor: 3RD FLOOR PENTHOUSE, INC. (DBA PARA/GRAPHICS)  
6214 Beverlyhill, Suite #8  
Houston, Texas 77057

Consignee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.19 Severability of Provisions

If a court in any final, unappealable proceeding holds any provision of this Agreement or its application to any person or circumstance invalid, illegal or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it was held to be invalid, illegal or unenforceable, shall not be affected, and shall be valid, legal and enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the parties' essential objectives as expressed in this Agreement. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties intend that the court add to this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be valid and enforceable, so as to effect the original intent of the parties to the greatest extent possible.

8.20 Time of Essence

Time is of the essence to the performance of the obligations set forth in this Agreement.

8.21 Benefits and Burdens.

This Agreement shall bind and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, personal representatives, successors and assigns.

In Witness Whereof, the parties have entered into this Agreement as of the date first written above.

**CONSIGNOR:**

3rd Floor Penthouse, Inc. (dba Para/Graphics)

By: \_\_\_\_\_  
Mike St. Clair, Director

Date Signed: \_\_\_\_\_

**CONSIGNEE:**

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Date Signed: \_\_\_\_\_

**EXHIBIT A**  
**PRODUCTS TO BE PROVIDED AND CURRENT PRICE LIST**  
**(ALL PRICES SUBJECT TO CHANGE BY CONSIGNOR)**

DRAFT