

N.J. Bud Goldstone
6719 West 86th Place #2, Los Angeles, CA 90045 310-568-1571

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May 11, 1998

MEMORANDUM OF AGREEMENT

This document describes the agreement between the Golden Rule Foundation (hereinafter referred to as "Foundation"), a nonprofit operating foundation, and N.J. Bud Goldstone, 6719 West 86th Place #2, Los Angeles, CA 90045 in regard to the production of an architecture and engineering report for the surrealistic monument known as "Las Pozas" near Xilitla, Mexico.

SPACES (Saving & Preserving Arts & Cultural Environments) a non-profit 501 c3 organization located at 1804 North Van Ness Avenue, Los Angeles, CA 90028 shall act as fiscal agent for the project.

This project is predicated upon a formal agreement with Mr. Plutarco Kaco Gastelum, the principal owner of Las Pozas who will allow Mr. Goldstone and his crew access to the site and historic documents which are necessary to the report preparation.

1. **TASKS:** Mr. Goldstone will provide technical management and engineering services described in the documentation provided to the Foundation April 19, 1998.
2. **SCHEDULE:** The TASKS will be completed in three parts, the first in Los Angeles, the second at the site of Las Pozas in Mexico and the third in Los Angeles. The product of this agreement will be the architecture and engineering report which will be delivered to the Foundation before January 1, 1999.
- 3.. **FEE AND EXPENSES:** The Foundation agrees to pay Mr. Goldstone a total of \$20,315 comprised of fees, per diem and crew travel, equipment and supplies.

That sum consists of Mr. Goldstone's project expenses and other expenses for the total project and the two assistants for all three parts of the total task. The money shall be made in three payments within two weeks of receipt of signed invoices from Mr. Goldstone. Part 1 invoice — of \$10,050 which includes a) a fee of \$3,150.00 including expenses, b) \$3,000 for air tickets, c) \$2,200.00 for equipment and d) \$1,700 for other project costs including film; Part 2 invoice — of \$8,390 which includes a) a fee of \$6,000.00 including expenses, b) \$700 (per diem) and c) \$1,690.00 (per diem) for assistants as project costs; and Part 3 invoice — of \$1,875.00, or a fee of \$1,875.00 including expenses;

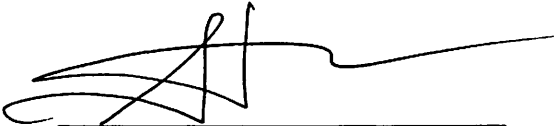
4. **EXTENSION:** In the event that Mr. Goldstone fails to complete the entire project by the date specified in Paragraph 2 above, the Foundation at its sole discretion will exercise the option of either extending the terms of this Agreement or terminating it and will have no further financial liability to Mr. Goldstone.

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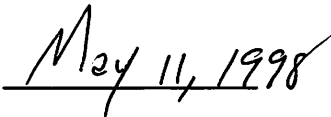
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This Agreement will be governed by the laws of the State of California, U.S.A.

This is the entire Agreement of the parties and supersedes any prior agreement on this subject. Mr. Goldstone will not assign this Agreement without the prior written consent of the Foundation.



For SPACES



Date

N.J. Bud Goldstone

Date