

SPECIFIC PERFORMANCE AGREEMENT

This Specific Performance Agreement ("Agreement") effective the ___ day of May, 2011 by and between William Moore ("Will") and Jesse Simons ("Jesse"), both residing at 206 Stewart Avenue, APT 1, Ithaca, New York 14850 and both sometimes collectively referred to as "the Parties".

WITNESSETH THAT:

WHEREAS, Will and Jesse regularly collaborate to produce and publish an Internet cartoon at the web address: <http://uptomynipples.com>, and

WHEREAS, the Parties regularly monitor the number of "unique hits" to said Internet web address each calendar day, and

WHEREAS, the Parties desire to be contractually obliged to establish and undertake certain obligations based upon a predetermined number of "unique hits" as described in the preceding paragraph,

NOW, THEREFORE, the Parties mutually covenant and agree as follows:

1. The first instance in which <http://uptomynipples.com> (along with its subdirectories) receives one thousand (1,000) "unique hits" on any single calendar day (EST) for a period of seven (7) consecutive days - without any counted hits coming directly from advertising as measured by Google Analytics - then Jesse is obligated and shall be required to urinate in his clothing. Jesse shall not be permitted to wear any article(s) of clothing that have been specifically designed for urinary incontinence.

2. The first instance in which <http://uptomynipples.com> (along with its subdirectories) receives one hundred thousand (100,000) "unique hits" on any single calendar day (EST) - without any counted hits coming directly from advertising as measured by Google Analytics - then Jesse is obligated and shall be required to defecate in his clothing. Jesse shall not be permitted to wear any article(s) of clothing that have been specifically designed for fecal incontinence.

3. On any occasion in which <http://uptomynipples.com> (along with its subdirectories) receives one million (1,000,000) hits on any single calendar day (EST) as measured by Google Analytics, then Jesse is obligated and shall be required to defecate in his clothing. Jesse shall not be permitted to wear any article(s) of clothing that have been specifically designed for fecal incontinence.

IT IS FURTHER agreed by and between that parties that:

1. One defecation/urination of clothing shall be measured as an independent soiling of a clean outfit, which shall include at least two layers of lower body apparel.

2. Once the clothing is soiled it shall not be applicable towards another, subsequent defecation/urination until laundered.

3. Jesse shall be permitted a period of up to 24 hours from formal receipt of the above-referenced "web hit" criteria having been established to comply with his requisite obligation(s) established herein. Should Jesse fail to fulfill his requisite obligation(s) for any reason, then he shall be further become responsible for liquidated damages equivalent to a fractional percentage of an additional one-tenth (1/10) of the underlying obligation each calendar day. Until the fractional obligation reaches a total of one (10/10), said additional obligation may be neglected. When the fraction total reaches one (10/10), the additional obligation shall vest and become immediately due. Interest shall continue to accrue after the fractional total reaches one (10/10).

4. If ever the obligation shall accrue to the point that the number of obligated events exceeds ten (10), then Will shall be permitted to soil the equivalent number of Jesse's wardrobe outfits until the number of obligated events otherwise due to be performed by Jesse is exhausted. This shall be undertaken by Will without repercussion from Jesse or any of his (Jesse's) agents.

5. This Agreement shall be binding upon and inure to the benefit of the heirs, distributees, legal representatives and successors of the Parties hereto.

6. This Agreement shall not be amended except by written instrument signed by both Parties.

7. This Agreement shall terminate if the Parties do not produce or publish said Internet cartoon for a period of three (3) consecutive months.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed and have hereunto set their hands and seals as of the day and year first above written.

Jesse Simons

William Moore

STATE OF NEW YORK)
)
COUNTY OF TOMPKINS)

On the _____ day of May, 2011, before me, the undersigned, a notary public in and for said State, personally appeared WILLIAM MOORE and JESSE SIMONS, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their respective capacity, and that by their signatures on the instrument, the individual executed the instrument.

Notary Public