

AGREEMENT dated as of June 10, 1994 between

Judy Freed (the "Donor") and

THE MUSEUM OF TELEVISION & RADIO,

25 West 52 Street,

New York, New York 10019 (the "Museum").

1. Gift of Program Copies. (a) The Donor hereby donates to the Museum, subject to the terms and conditions hereinafter set forth, and the Museum hereby accepts from the Donor subject to such conditions, one or more copies of the television or radio programs specified in Annex B hereto along with any rights, other than copyrights, which the Donor is free to donate or grant to the Museum (such materials and rights being hereinafter referred to as the "Collection Programs" and, individually a "Collection Program").

(b) It is anticipated that the Donor may continue to make program donations to the Museum under the terms and conditions of this agreement and that to effectuate such a donation, Appendix B will be amended from time to time.

2. Use of Program Copies. (a) All copies of Collection Programs donated to the Museum hereunder shall be used exclusively in accordance with the Statement of Purpose and Procedures of the Museum appended hereto as Annex A (the "Statement of Purpose and Procedures").

(b) The Museum, at its own expense, may, from time to time, make additional copies of any Collection Program furnished hereunder, but only for use in accordance with, and in such reasonable number as is consistent with, the Statement of Purpose and Procedures. The Museum shall not be obligated to retain all copies of Collection Programs and may destroy any or all copies of any Collection Program which, in its discretion, it shall deem no longer to be required.

3. Title to Collection Programs. (a) In delivering copies of Collection Programs hereunder, the Donor is giving to the Museum title to the physical tapes or records delivered, but is not transferring to the Museum any title to, or any artistic, literary or other proprietary right or copyright in, the Collection Programs themselves.

4. Consents; Indemnification. (a) The Museum shall be responsible for obtaining, at its own expense, all clearances and consents, if any, except as such clearances and consents are free to be granted by the Donor and are so granted in paragraph (1) above, that may be required for the use contemplated hereby of copies of the Collection Programs, including without limitation any union or talent clearance, music clearance and the consent of the owners of proprietary rights in any Collection Program.

(b) The Museum shall indemnify and hold the Donor harmless from any and all suits, claims, demands, damages, liabilities, costs and expenses arising out of the breach by the Museum of any agreement herein made by the Museum or arising out of the use of any copy of any Collection Program by the Museum. This indemnification does not apply to any claim that arises from or could have arisen from the original use of the Collection Program.

5. Applicable Law. This agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have signed this agreement as of the date first above written.

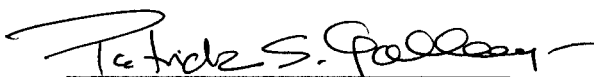
by



Judy Freed

THE MUSEUM OF TELEVISION & RADIO

by



Patrick S. Gallagher
Treasurer

Annex A

STATEMENT OF PURPOSE AND PROCEDURES

The Museum of Television & Radio is a national, cultural, non-profit education corporation chartered by the Regents of the University of the State of New York whose goal is to advance the public's recognition, understanding and appreciation of television and radio as vital forms of communication and to provide a study center for their cultural, societal and educational implications.

The Museum is involved in the collection, preservation (including the addition of television or radio programming to the Museum's computerized data banks,) and exhibition of television and radio programs and related artifacts (the "Collection"). It presents the history of television and radio, obtained from a wide variety of television and radio organizations and individuals who have an interest in the media and their future.

A trained curatorial staff is responsible for selecting programs for the Collection, and for exhibitions and related education programs. An experienced technical staff is responsible for the preservation, availability, security and exhibition of the Collection.

The Collection is accessible to media professionals, students and scholars, and the general public. No admission fee is payable to obtain access to the Museum nor is any fee charged for the viewing of Collection programs. A suggested contribution is requested but not required of Museum visitors.

The Collection is available for viewing by individuals and in group screenings and occasionally through travelling Museum Exhibitions. Programs are edited only for exhibitions and education classes and special care is taken to preserve the integrity of a performance, program or event. The programs are indexed and are available for individual viewing on the Museum premises. The Collection is noncirculating, except for limited excerpts provided to producers of news and entertainment programming in connection with promotion of Museum exhibitions, screenings, seminars and for general promotional purposes.

Two (2) 10 1/2" open reels of:

1. Alan Freed aircheck, Aired: 2/12/55, WINS-AM, New York. Length: 2:00:00

One (1) 7" open reel of:

2. Alan Freed airchecks and Buddy Holly interview, Aired: 1953/1958, WJW and WNEW-TV.

One (1) 7" open reel of:

3. Alan Freed aircheck, Aired: 12/59, WABC-AM, New York.

Three (3) 7" open reels of:

4. Alan Freed airchecks, Aired: WINS-AM, New York.