connected directly or indirectly, with the advertising or exploitation of any product or service competitive to any product or services advertised on the radio programs referred to herein.

7. In consideration of the services to be performed by you hereunder and all rights, licenses and privileges herein granted to us, we agree to pay you and you agree to accept as compensation therefore a sum equal to AFTRA scale each week that you render your services hereunderduring the term of this agreement,* Such payments will be subject to withholdings and deductions required by law. In the event that you, for any reason, fail to perform for any broadcasthereunder and said program is nevertheless broadcast, your replacement for such program, if any, shall be selected by us, without this in any way affecting your obligations and duties under the term of this agreement.

*, for the services actually rendered during each such week.

$800 p/w

SALARY, TAX WITHHOLDING, REPLACEMENT

8. We shall have the right to sell the programs in commercial sponsorship of any type whatsoever, including but not limited to single, multiple, participating, cooperative, regional, territorial, and/or any combination of any and all types.

SALE OF PROGRAM TO SPONSORS

9. You agree that you will, at our request, read commercials, news, weather and sports reports, time announcements and leads into and leads out of the foregoing.

ADDITIONAL DUTIES, NEWS, COMMERCIALS etc.

10. In the event you fail to perform your services for reason of illness, disability, accident or other reasons beyond your control for three (3) consecutive weeks or an aggregate of six (6) weeks in any one year during the term hereof, we may terminate this agreement and all our obligations hereunder forthwith. It is understood that during the time that you are so unable to perform your services you shall not be entitled to compensation during any such periods in which you fail to renderyour services.

EFFECT OF ABSENCE, TERMINATION

11. We may completely fulfill our obligations hereunder by making the applicable payments to you but we shall not be required to use your services.

12. You grant us the right to use and license others to use your name, voice, biographical material, representation and likeness in any and all media and by any and all means now or hereafter known or devised for informative purposes and for the advertising, publicizing and exploitation of the said series of programs and sponsors' products or services in connection with said series. Such authorization shall not be used in such manner as to constitute a direct endorsement of any of sponsors' products or services without your prior consent.

USE OF FREED'S NAME, PICTURES etc.

13. You warrant and represent that you have the right to make and enter into this agreement and to grant us the rights, licenses and privileges herein contained and conveyed to us and that there are no contracts or agreements expressed or implied between you and any other party which will prevent you fxm fulfilling any of your obligations hereunder or which will in

WARRANTY OF NO PRIOR Conflicting Agreements

any way impair the rights granted to us hereunder. You agree to indemnify and defend us, any and all sponsors of the said programs and any and all participating sponsors, our and their advertising agencies and hold us and them free and harmless from and against any and all actions, liabilities, claims, expenses (including councel fees), losses, damages, judgments and the like caused by or arising out of the breach of any warranty herein contained or the broadcast of any material or scripts furnished by you hereunder or any statements made or acts done by you on, or in connection with the programs. We shall have the right to participate in the defense of and settlement of any and all actions instituted as a result of the breach of any warranty hereunder, including appeals from judgments relating thereto, by counsel of our own choosing and at our own expense and you agree that your counsel in such matters will cooperate fully with us. Nothing herein contained shall be deemed to constitute a waiver of any of your obligations hereunder.

14. In the event the broadcast of any program is prevented or omitted for any reason or cause beyond our control, including but not limited to government regulation or order, strike, failure of broadcast facilities because of war or other calamity such as fire, earthquake or similar Acts of God, or otherwise, or because of the recapture of the program for the broadcast of an event of public importance (including sports events), or a special program, then and in any such event, the same shall not constitute a breach of this agreement and we shall not be required to make any payment to you with respect to such program.

15. You grant to us the right to record your performance of the programs to be broadcast hereunder and to use the same for reference, file and audition purposes.

USE OF Recorded program

16. You are or will become a member of AFTRA and this agreement shall be subject to the AFTRA Code of Fair Practice.

UNION CLAUSE

17. During the term of this agreement, you agree that you will not be connected, directly or indirectly, with any activity of any kind or nature whatsoever, or authorize the use of your name, likeness, voice or endorsement, in advertising, promoting or publicizing in any manner any product or service competitive to any product or service of any sponsor then currently sponsoring the programs hereunder.

LIMITATION OF ACTIVITY

18. You will act at all times with due regard to public morals and conventions. If you at any time shall have done or shall do any act or thing which shall be an offense involving moral turpitude under federal, state or local laws, or which might tend to bring you into public disrepute, contempt, scandal or ridicule, or which might tend to insult or offend the community or any organized group thereof or which might tend to reflect unfavorably upon us, the sponsors, if any, or their advertising agency, if any, or injure the success of the programs, we shall have the right to terminate this agreement forthwith upon notice to you.

MORALS CLAUSE

19. Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association and judgment upon the award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction.

20. It is our understanding, based on your representation, that during each calendar year of the term of this agreement, you will promote three theatre presentations. It is mutually agreed that in connection with such presentation, you, or a company owned by you or a corporation of which you are the major stockholder, shall purchase air time for the programs to be broadcast hereunder. Such purchases shall equal at least $10,000. in connection with each such theatre presentation and shall be for air time spread out over a period of five weeks immediately preceding each such theatre presentation. The air time purchases shall be on terms and conditions satisfactory to us. It is understood by you that the air time purchases by you shall not prevent us from having any of the programs hereunder sponsored by other additional sponsors. The terms of this paragraph refer solely to the purchase of air time and shall in no way constitute any relationship of us with said theatre presentations nor an endorsement thereof. The air time purchases hereunder shall at all times be subject to our acceptability policies in connection therewith. The said air time to be purchased shall refer to the air time of the programs hereunder.

AGREEMENT TO PURCHASE TIME

NO PARTNERSHIP!

21. If you shall violate any of the material terms of this agreement we shall have the right, at our election, to terminate this contract forthwith without further obligation and without prejudice to such rights as we may have to recover damages for the breach of this agreement.

Remedy for B/K

22. All notices to be given hereunder shall be addressed to you at your address as designated herein on page 1 of this agreement or at any other address as you may advise us in writing and to us at 7 West 66th Street, New York 23, New York. Any notice given by mail shall be deemed to be given on the day it is mailed.

23. Neither you nor we may assign this agreement without the prior written consent of the other, except that we may assign this agreement and all rights herein to any party acquiring a substantial portion of our television or sound radio business, or to any corporation controlling us, controlled by us, or under common control to us.

RIGHT TO ASSIGN

24. This agreement is made subject to all federal, state and municipal laws or regulations now or hereafter in force; shall be construed according to the laws of the State of New York; and shall not be changed, modified or discharged in whole or in part except by an instrument duly signed by you and us. Waiver of any provisions hereof under any circumstances will not constitute a general waiver of any rights hereuner.

25. This agreement constitutes the entire agreement between you and

us with respect to the subject matter hereof and shall substitute and replace any and all prior negotiations and agreements which may have existed between you and us.

If the foregoing is in accordance with your understanding, will you kindly indicate your consent by signing in the space provided below.

Very truly yours,

AMERICAN BROADCASTING COMPANY,
A Division of American Broadcasting--Paramount Theatres, Inc.

By: _____

Accepted:

_____
Alan Freed