

M E M O

TO: ROBERT J. LEDER
FROM: FREDERIC A. JOHNSON

*This is a modification
for the personal and unique
personal service contract*

SEPTEMBER 28, 1954

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This is a novel form of contract to restrain a unique performer from engaging in Syndication broadcasting. This restraint will not affect him otherwise. If it did, the restraint would be unreasonable in all probability because of its geographical breadth.

This proposed agreement is an adaption of the original theatrical contract whereby a leading actress was paid \$35.00 to remain idle within the City of New York.

In this proposed innovation, the restraint for remaining out of Syndication is conditioned both upon the payment into Court of \$50.00 per week and the continuance of the Artist's income as corporate stockholder.

This has a dual purpose. Gotham Freed Inc., may permit the injunction to be vacated or dissolved if the payments are not worth the cost of enforcing the restriction. Secondly, this restriction may not be held unreasonable in view of the circumstances that the Artist is free to perform except for Syndication purposes and nevertheless receives \$50.00 per week plus his income as a stockholder.

However, under the provisions of this proposed agreement the Artist agrees to forego his rights as stockholder, regardless of the grant and continuance of the injunction, on the one hand, or of the refusal, vacation or dissolution of the injunction, on the other, to any income on his shares from the substitute performer's broadcasts or endorsements.

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