TV Commercial Agreement.

October 14, 1990

This will constitute a firm agreement between you and us (and our affiliated company, Skills Unlimited, Inc.) as agent for our client.

Under the terms of which you will render your services in accordance with the following provisions:

1. Term of Agreement.

The term of this agreement shall commence on December 1, 1990 and shall continue in effect until November 30, 1991 (hereinafter referred to as "Term").

2. Services to be Rendered.

(a) During the Term, you agree to render your services in one 60-second television commercial. We shall have the right to make or cause to have made such number of additional television commercials as we may elect by editing, dubbing, adding to, subtracting from and integrating any or all of your appearance and voice, in whole or in part, from your performance hereunder; provided, however, that you shall not be required to render services in connection with the production of such additional commercials. The commercials referred to in this paragraph 2(a) shall collectively be referred to as the "Commercials."

(b) During the Term, we shall have the worldwide right to the unlimited use and reuse of any and all of the commercials produced hereunder, as we may elect, on any or all network and local television programs broadcast under the full or partial sponsorship of _____, its bottlers, distributors, affiliates, and subsidiaries, and as spot announcements on television, and for the sales, training and trade development of employees, bottlers, distributors, retailers, affiliates, and subsidiaries (including distribution to trade and consumer groups).

(c) You agree to attend all customary and reasonable rehearsals, as we may request, and to render your services in a competent and painstaking manner as directed by us in connection with the production of the Commercials. You agree that, subject to your prior commitments, you will attend such recording sessions as may be requested by us in connection with the production of the Commercial in which you originally rendered your services.

(d) In the event that, in connection with the performance of your services hereunder, you are required by us to travel in excess of fifty miles which you would otherwise not have been required to do, we will reimburse you for your first-class round-trip travel expenses incurred solely for the purpose of fulfilling your obligations under this agreement and for your reasonable living expenses for the period during which you are required by us to render such services.

(e) You agree that, subject to your availability, you will, if and only if we so request, appear at a photography studio or other location as we may designate, on one occasion whose duration shall not exceed five hours, for the purpose of having photographs taken in black and white and/or color for use pursuant to the provisions of paragraph 3 hereof.

(f) If for reasons of health or for any other reason you shall fail to render any of the services specified in paragraphs 2(a), 2(c) or 2(e) hereof within thirty (30) days from the date on which you are required to render such services, we shall have the right to cancel this agreement by written notice to you to that effect without any obligation on our part to make any further payment to you hereunder.

3. Additional Rights.

We shall have the right, while this agreement is in force and for a period of ninety days thereafter, to use and to license others to use your name, recorded voice, likeness, photograph and biography for the purpose of advertising and publicizing the products of _____ either alone or in connection with any program broadcast under the full or partial sponsorship of _____.

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4. Performer's Covenants.

You agree that, while this agreement is in force, you shall not render your services or permit the use of your name, recorded voice, likeness, photograph or biography in advertising or publicizing any beverage other than the products of _____.

5. Compensation.

(a) In consideration of the performance of all services rendered by you in connection with the production of and our rights to use the Commercials produced hereunder and for all rights, privileges, and options herein granted to us by you, we (or our affiliated company, Skills Unlimited, Inc.) agree to pay to you and you agree to accept a total sum of Ten Thousand Dollars ($10,000). Said sum shall be paid to you within ten business days after you render your services hereunder.

(b) It is further agreed that all sums that become due to you under paragraphs 2(a), 2(b) and 2(c) hereof shall be credited by us against the minimum guarantee specified in paragraph 5(a) hereof at the applicable union minimum wage as specified in the applicable collective bargaining agreements for the medium to which it relates. In the event that the amounts which are due under the applicable union contracts exceed the applicable minimum guarantee specified in paragraph 5(a) above, we shall pay you the difference between said amounts and said minimum guarantee within ten days after said sum or sums become due.

(c) It is agreed that all payments to you hereunder shall be made by check payable to your order at your address specified above and shall be subject to such withholdings and deductions as are required or authorized by law.

6. General Provisions.

(a) Broadcast of Commercials. Neither _____ nor we shall be under any obligation to cause the Commercials to be broadcast, or in any other way displayed, obligation of _____ and us is to make such payments as are required under this agreement.

(b) Union Membership. You agree that, to the extent permitted by law, you will become and remain a member in good standing of any collective bargaining unit which may, while this agreement is in force, have jurisdiction over your services hereunder.

(c) Commissions. We shall be under no obligation for the payment of any commissions on account of this agreement.

(d) Ownership of Material. You agree that you do not have nor shall you claim to have, either under this agreement or otherwise, any right, title or interest of any kind or nature in and to the advertising ideas, announcements, phrases, titles or words supplied by us and used, and that all rights therein are recognized to be in _____.

(e) Warranty. You warrant and represent that you have the right and power to enter into and to perform this agreement.

(f) Indemnity. We shall indemnify you with respect to any material furnished by us for said commercials.

(g) Performer's Reputation. If you, at any time while this agreement is in force, shall commit any act or become involved in any situation or occurrence which brings you into public disrepute, contempt, scandal or ridicule which tends to shock, insult or offend the community or any group or class thereof, or which reflects unfavorably upon the reputation of _____ or ourselves, then we shall have become due under the terms of this agreement prior to such commission or involvement.

(h) Nature of Services. It is mutually agreed that your services hereunder are special, unique, extraordinary and of an intellectual character, giving them a peculiar value and that we or _____ in the event of any breach by you of this agreement, shall be entitled, in addition to any other remedies which we or _____ may have, to equitable relief by way of injunction or otherwise.

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(i) Entire Agreement. It is further mutually agreed that the entire understanding between you and us with respect to the subject matter of this agreement is set forth herein and that any waiver, modification, or addition to this agreement shall not be valid unless in writing and signed by you and by us.

(j) Notices. Service of all notices under this agreement shall be sufficient if mailed to predetermined company, or to you at your address above specified, or to such different address hereafter specified by either of us in writing to the other. Any notice mailed shall be deemed to have been given on the day it is mailed.

(k) Captions. The captions in this agreement are inserted solely for the purpose of facilitating easy reference and shall not be construed in any way as part of the text or as altering the provisions of this agreement.

(l) Applicable Law. This agreement is made in the State and shall be construed and interpreted in accordance with the internal laws of the State as if fully to be performed therein.

Your signature at the end hereof, together with ours, shall constitute this a binding agreement between us.

As Agent for
By _____

ACCEPTED AND AGREED
This _____ day of _____, 1990:

_____

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