

Exhibit A

CERTIFICATE OF AUTHORSHIP AND SERVICES
AGREEMENT FOR CREATIVE PERSONNEL ("Agreement")

Between

Uptown Productions Inc. ("us" or "we" or "UPI"),
1515 Broadway, New York, NY 10036,
and
Caitlin Sanchez ("you" or "Artist"),


Dated as of: April 6, 2007

All of UPI's obligations under this agreement are expressly conditioned upon the following: (1) UPI's receipt of this agreement executed by Artist; (2) Artist's compliance with all governmental requirements including, without limitation, completing, signing and delivering to UPI all required payroll, tax and immigration forms; and (3) UPI's countersignature of this agreement and delivery of such to Artist, signifying UPI is moving forward with Artist under the terms herein.

1. ADDRESS AND PAYMENT INFORMATION:

Checks payable to: **Caitlin Sanchez**
Payment address: c/o CESD
257 Park Avenue South
New York, New York 10010
Agent: Jason Bercy
Telephone and Fax: (212) 477-6622/(212) 473-1594, jbercy@cesdtalent.com
Social Security #: On file

2.

PROJECT:

Tentative Project title: **Dora the Explorer ("Series") Cycles 5-10**
Description of Project: A half-hour animated television series currently entitled "Dora the Explorer", together with all the underlying elements thereof (the "Project").

3. SERVICES: You will perform services as a voice-over performer in the role of "Dora" in connection with the fifth cycle of series episodes of the Project (but Artist's first cycle of rendering services on the Project) (herein "Fifth Cycle"). Your services shall include, without limitation, lead-ins and lead-outs (whether to commercials or program material); station breaks; narration and related services in connection with the Project; rehearsals; vocal recordings (e.g., looping and post-synching); taping promotional announcements for the Project; and other pre- and post-production activities; and subject to your professional availability, a reasonable number of publicity sessions, personal appearances, interviews and still photography sessions. With respect to all of Artist's services hereunder, Artist shall be available to perform as per the exclusivity provisions stated in Rider A attached hereto.

You acknowledge and agree that all of your services hereunder are subject to our approval. Artist's services hereunder are of the essence of this Agreement and Artist shall be ready, willing and able to perform such services.

4. TERM: You will perform the services set forth herein commencing on or about April 9, 2007, at times to be determined by us (but subject to the exclusivity provisions as defined in Rider A attached hereto) and as extended for an additional time period if we exercise our Cycle options (also defined in Rider A attached hereto) (the "Term"). This Agreement shall be in force from the

date of this Agreement until completion of all services required hereunder in connection with the Project. We shall have the right to terminate this Agreement at any time with or without cause subject to our obligation to pay you any unpaid compensation that is earned, due and payable under paragraph 5 below in connection with the services rendered as of the termination date. Notwithstanding the expiration or termination of this Agreement for any reason whatsoever, the conditions and provisions of this Agreement that are intended to continue and survive, including but not limited to ownership, representations and warranties, indemnities, confidentiality etc., shall survive the expiration or earlier termination of this Agreement.

5. ARTIST'S COMPENSATION:

- a. Artist's Salary: For each segment greater than ten (10) minutes in length on which Artist renders services on the Fifth Cycle, Artist shall be paid Five Thousand One Hundred Fifteen Dollars (\$5,115) ("Artist's Salary") plus a ten percent (10%) agency commission as full consideration for such services, subject to UPI's order of the applicable half-hour episode. For each successive cycle on which UPI exercises its option, Artist shall receive Five Percent (5%) cumulative increases per cycle.
- b. For any episode hereunder, if any of the segments ordered by UPI are ten (10) minutes or less in length, then Artist shall receive no less than the applicable minimum under the collective bargaining agreement between AFTRA and UPI (the "AFTRA Agreement") for each such segment, but in no event shall Artist receive less than Artist's Salary for the aggregate of such segments.
- c. For Artist's Salary, Artist shall render voiceover services on up to three (3) voices, provided that if Artist renders services in connection with a third voice, UPI shall pay Artist in accordance with the AFTRA Agreement, if required, plus a ten percent (10%) agency commission. Artist's compensation is subject to all withholdings and deductions that employers are required to make by law and UPI shall pay applicable pension, health and welfare to AFTRA directly on Artist's behalf.

6. USE OF EXCERPTS: UPI, its licensees or designees shall have the right, in perpetuity to excerpt or "lift" sections from any episode of the Series containing Artist's performance for inclusion in promotions, other programs, projects and products. For such uses, Artist shall be paid, where a payment is owing, the applicable minimum compensation payable under the AFTRA Agreement. For the use of excerpts in merchandising, as full and complete compensation therefor, Artist shall be paid the fee stated in Paragraph G of Rider A, which is attached hereto and incorporated herein by this reference.

7. CERTIFICATE OF AUTHORSHIP: All artistic, literary, dramatic, musical and other materials submitted by you (including on camera appearances in behind the scenes and interview footage), together with the results and proceeds of your services, in connection with this Agreement (the "Material") are specially commissioned by Uptown Productions Inc. ("UPI") as a work made for hire. Accordingly, UPI is the sole author and owner of all right, title and interest in and to the Material, including but not limited to all copyrights in the Material (and all renewals and extensions thereof), with the right to use, alter, delete and change the Material in any manner that UPI may determine. If any of the Material is determined not to be a work made for hire, you hereby assign to UPI in perpetuity all right, title and interest in and to the Material, including but not limited to all copyrights in the Material (and all renewals and extensions thereof). Without limitation, we may exploit the Material in any and all media, now known or hereafter devised, throughout the universe, in perpetuity.

You shall not perform for any third party as any character which you created or performed in connection with the Project without the express written consent of UPI.

UPI's rights in the Material may be freely assigned and licensed and any such assignment or license shall be binding upon you and shall inure to the benefit of such assignee or licensee. You warrant that except for material we provide to you, the Material either is original with you or is fully cleared by you, and that neither the Material nor our use of the Material as contemplated by this Agreement will infringe or violate any rights of any person or entity, nor shall we be required to pay or incur any sums to any person or entity as a result of our ownership, acquisition, use or exploitation of the Material, except as herein provided.

8. **UNION PRODUCTION:** This Agreement is subject to the AFTRA Agreement. To the extent that any of the provisions of the AFTRA Agreement are more favorable to you than this Agreement, the AFTRA Agreement shall govern. You acknowledge and agree that all over-scale amounts paid to you hereunder will be credited against any required payments to the maximum extent not prohibited by the AFTRA Agreement, including but not limited to payments for ADR sessions, pickup sessions, residuals, re-use fees or any other additional payments in connection with our use of the Project. Domestic basic cable residuals shall be paid (or credited, as applicable) at AFTRA scale plus ten percent (10%) agency commission.
9. **ARTIST'S NAME AND LIKENESS:** UPI may use and authorize others to use your name, sobriquet, photograph, likeness, voice and biographical data for the purpose of advertising, promoting, marketing or publicizing the Series, Nickelodeon or other MTV Networks programming, its operations and activities. UPI may also use and authorize others to use your name, sobriquet, photograph, likeness, voice and biographical data in connection with any commercial tie-in product or service of any kind where such use is made in connection with a reference to any of Artist's services or to the Project produced hereunder or to Nickelodeon or MTV Networks, but not so as to constitute an endorsement of any product or service other than the Project, Nickelodeon or MTV Networks and provided that such use will not be derogatory or reflect negatively on Artist's image. At UPI's request, you shall appear and cooperate with UPI at publicity sessions, interviews and still photography sessions in connection with your services under this Agreement. Commercial tie-ins shall be subject to the applicable union agreement.
10. **OPTIONS FOR FURTHER SERVICES/MATERIALS:** Artist agrees to provide the following additional services in connection with the Series as and when requested by UPI and/or its designee throughout the period that Artist is engaged or under option to render voiceover services on the Series pursuant to the following terms:
 - a. **Additional Dialogue Recording:** If, at our election, Artist is required to render services for additional dialogue recording (e.g. pick-ups, looping and post-synching) outside a scheduled Series session, Artist shall be paid (or credited, if and as applicable) the applicable minimum compensation payable pursuant to the AFTRA Agreement, plus a ten percent (10%) agency commission.
 - b. **Promotional Spots:** If, at our election, Artist is required to render services in connection with promotional announcements for the Series and/or Nickelodeon, such services shall be rendered without additional compensation therefor unless either: (i) Artist provides such services on dates that fall outside the Series production schedule or (ii) Artist has been engaged or compensated for fewer than half of the episodes produced (or, if an odd number of episodes is produced, fewer than the number that is one episode less than half produced) for the applicable

production cycle; in such event UPI or its third party designee shall pay Artist (or Artist shall be credited, if and as applicable) the applicable promotional rate minimum compensation payable pursuant to the AFTRA Agreement or \$250 for a two-hour session, whichever is greater, plus a ten percent (10%) agency commission.

- c. Interstitials: If, at our election, Artist is required to render services on interstitials in connection with the Series, UPI shall pay Artist the AFTRA minimum session fee per four (4) hour session, plus a ten percent (10%) agency commission.
 - d. Phonorecords: If, at our election, Artist is required, subject to Artist's professional availability, to render voiceover services in connection with phonorecords related to the Series, UPI shall pay Artist an amount equivalent to the applicable minimum compensation payable pursuant to the AFTRA Phono Code Agreement plus a ten percent (10%) agency commission.
 - e. Direct To Video (DTV): If, at our election, Artist is required to render services on DTV, Artist shall be paid an amount required by the AFTRA agreement, but in no event less than Artist's Salary for a half hour DTV, prorated for the length of the DTV, plus ten percent (10%) agency commission (e.g. a one hour DTV shall be compensated at twice Artist's Salary plus 10% agency commission).
 - f. Options for Further Services: At our election, Artist may be required to provide additional services, which are outside the scope of the AFTRA Agreement, on behalf of UPI, its licensees or designees, at times to be mutually determined: see "Rider A" attached hereto and made a part hereof
11. **SERVICES UNIQUE/INJUNCTIVE RELIEF**: The parties to this Agreement acknowledge and agree that all of your services and the rights granted UPI hereunder are of a special, unique, unusual, extraordinary and intellectual character, which give them peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law. Accordingly, UPI shall be entitled to seek equitable relief by way of injunction or otherwise to prevent the breach or continued breach of this Agreement.
12. **PUBLICITY**: Any publicity, paid advertisements, press notices or other information with respect to the Project (excluding normal incidental publicity relating solely to Artist's involvement with this Project) shall be under the sole control of UPI. Therefore, Artist shall not issue or consent to and/or authorize any personal entity to release such information without the express prior written approval of UPI.
13. **PUBLIC CONVENTIONS**: At all times during the Term hereof, you agree to conduct yourself with due regard to public conventions and morals and agree not to do any act or fail to do any act, which act or omission will be or may hold you up to public contempt or ridicule or which will or may otherwise tend to adversely affect public acceptance of the Project. Artist acknowledges that the Project is intended for viewing by children, and any breach of this paragraph by Artist shall be deemed to be a material breach of this Agreement.
14. **RESULTS AND PROCEEDS**: You hereby grant to UPI all rights, whatsoever, to your services hereunder, and in connection with your services hereunder. UPI shall have exclusive rights to distribute, use, re-use and exploit such Series programs containing your results and proceeds and to advertise, promote, publicize, merchandise and otherwise exploit or turn to account such Series programs, and to use your name and likeness and other personal attributes in connection therewith, in any and all media, now known or hereafter devised or improved throughout the

universe, in perpetuity without further obligation to you other than to pay to you the amounts specified in the AFTRA agreement. All of UPI's rights hereunder are freely assignable by UPI and by any assignee to UPI whatsoever.

15. **NO OBLIGATION TO PRODUCE OR EXPLOIT:** Nothing in this Agreement shall obligate UPI, its parent or affiliated companies to produce or exploit a pilot or series program or theatrical motion picture or to use your services in connection therewith. UPI shall have fully discharged its obligations hereunder by payment to you of any guaranteed and any accrued compensation.
16. **CREDIT:** Provided you are not in material breach or default hereof, you shall receive billing in first position to all Series regular talent in all episodes in which you appear. All other aspects of such credit shall be at UPI's discretion. No casual or inadvertent failure to comply with the credit provision herein shall constitute a breach of this Agreement.
17. **SUSPENSION/FORCE MAJEURE:** Notwithstanding anything to the contrary contained herein, we shall have the right to suspend Artist's employment and compensation hereunder during any and all periods: (i) that Artist does not render services because of death, illness, incapacity, default or similar matters; or (ii) that production of the Project is prevented or interrupted because of force majeure events, including any strike, fire, war or governmental action, or any disruptive event (for example, the death or illness of another production member) beyond our control. Unless this Agreement is terminated pursuant to Paragraph 4, the period of Artist's services shall be deemed extended by a period equivalent to the periods of suspension.
18. **COURT APPROVAL:** If Artist is a minor, Artist and Artist's parents hereby authorize UPI to deduct from any payment to Artist hereunder a reserve in such amount as UPI determines but in no event less than fifteen percent (15%) against any sum that a judge of the Supreme Court or Surrogate Court of the State of New York may order deposited in a trust account for the benefit of Artist. Upon UPI's request, Artist and Artist's parents agree to execute such documents, to participate in such proceedings and otherwise to cooperate as UPI will deem necessary or desirable to obtain an order (in form satisfactory to UPI) signed by such judge approving all of the terms and conditions of this Agreement pursuant to the Child Performer Education and Trust Act of 2003. Artist and Artist's parents further agree to execute, upon UPI's request, documents requesting such Supreme Court or Surrogate Court to place the financing aspects of this Agreement under seal.
19. **BACKGROUND SCREENING:** In accordance with MTVN's policies regarding the employment of individuals who may come into contact with minors, Artist acknowledges and agrees that when Artist reaches the age of eighteen (18), in order for Artist's employment hereunder to continue, we may, for employment purposes, obtain information at such time, pursuant to the Fair Credit Reporting Act concerning Artist's driving record and criminal background, if any. Artist authorizes UPI to obtain such information at such time as part of our employment background screening process and acknowledges that Artist's continued employment with UPI pursuant to the terms of this Agreement shall be contingent upon the results of the screening process. Concurrent with Artist's delivery to UPI of a copy of this agreement signed by Artist, Artist shall deliver a "Disclosure and Authorization to Obtain Investigative Consumer Report" completed and signed by Artist which shall be furnished to UPI and shall be in the form of Exhibit A attached hereto. Any and all information disclosed to UPI pursuant to this paragraph shall be treated as confidential information by UPI and shall not be disclosed to any third party except as may be required by UPI or by applicable law, court order or to UPI's accountants, attorneys and assignees.

20. **DEFAULT, DISABILITY AND FORCE MAJEURE:** The terms of this Agreement are subject to the default, disability and force majeure provision attached hereto as "Rider B" and incorporated herein by this reference.
21. **MISCELLANEOUS:** In the event of any breach of the Agreement, your remedy shall be limited to an action for damages, if any, and in no event shall you be entitled to terminate this Agreement or to seek to enjoin the exhibition of the Project, or Series, if any, or the advertising thereof. If this Agreement has been revised during the course of negotiation, such revisions and prior drafts incorporating such revisions or original language shall be deemed made without prejudice to either party hereto. This Agreement shall be deemed to have been drafted by all the parties hereto, since all parties were assisted by their counsel in reviewing and agreeing thereto, and no ambiguity shall be resolved against any party by virtue of its participation in the drafting of this Agreement.

We, our successors, assignees and licensees, shall have the right, but not the obligation, to use the performance and the results and proceeds of the services provided under this Agreement and all material provided under this Agreement, in all media in perpetuity throughout the universe.

You acknowledge and are aware that it is a criminal offense under the Federal Communications Act for any person, in connection with the production or preparation of any program broadcast on television, to accept or pay any money, service or other valuable consideration for the inclusion of any plug, reference, product identification, or other matter as a part of such program, unless such acceptance or payment is disclosed in the manner required by law. You further understand that it is the policy of UPI not to permit the acceptance or payment of any such consideration and that any such acceptance or payment would be a default hereunder. Without limiting the foregoing, you expressly agree that you will not accept or pay, or agree to accept or pay, any such consideration. You warrant that you will not violate any such law. You will not disclose the terms of this Agreement or any confidential or proprietary materials which UPI provides or to which you gain access. Notwithstanding the foregoing, you may disclose the terms and conditions of this Agreement and/or any confidential or proprietary materials on a confidential basis to: (i) your legal counsel or financial advisors (the "Representatives") as necessary to enforce this Agreement or (iii) as required by law to respond to a valid subpoena, governmental order or other legal process. You agree to advise your Representatives that such information is confidential and that by receiving such information such Representatives are agreeing to be bound by the confidentiality obligation set forth herein and not to use such information for any purpose other than as described herein.

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You will indemnify us and our affiliated companies against any claims, damages or penalties arising out of your breach of any of your representations or warranties in this Agreement. UPI similarly indemnifies Artist for any breach of this Agreement by UPI or claims arising out of UPI's actions in connection with the production, distribution or exploitation of the Project, provided such claim does not arise from Artist's breach of this Agreement. New York law governs all provisions of this Agreement.

Accepted and Agreed to:

Uptown Productions Inc.

Caitlin Sanchez

By: _____

Hilda Sanchez (mother)

Its: _____

Kevin Sanchez (father)

RIDER A

A. SERIES OPTIONS:

1. We will have five (5) exclusive, successive, dependent options (the "Sixth through Tenth Cycle Options") to engage you as a performer on five (5) successive production cycles. You shall be guaranteed seven (7) episodes on a pay-or-play basis for the Fifth Cycle of the Series and ten (10) episodes for each subsequent Cycle for which we exercise our option.
2. The Sixth Cycle Option is exercisable by written notice to Artist no later than six (6) months after delivery of the last episode of the Fifth Cycle.
3. The Seventh through Tenth Cycle Options are exercisable no later than six (6) months after delivery of the last episode of the preceding Cycle.
4. For purposes of exercising the Sixth through Tenth Cycle options herein, "delivery of last episode of previous cycle" shall in no event be later than twelve (12) months from the initial record of the initial episode of the previous Cycle.

B. OUTSIDE RIGHTS/EXCLUSIVITY:

During the Term hereof, Artist's services shall be exclusive to UPI in animated television. In addition, Artist agrees to the following: (a) Artist will notify UPI prior to accepting other employment; (b) Artist will not portray or parody the character(s) that Artist may portray hereunder; (c) subject to UPI providing to Artist a production schedule of dates of initial records for each episode or double episode ("Production Schedule"), all other services which may be rendered by Artist for any third party shall be in second position to and shall not materially interfere with any services which may be required of Artist by UPI on those dates, pursuant to this Agreement, and (d) notwithstanding anything to the contrary contained in this Agreement, Artist shall not make any appearances on Disney, ABC Family, or Discovery Kids in any capacity. In the event: (i) an initial series (or initial double episode) session for UPI is rescheduled or scheduled outside the dates on the Production Schedule, (ii) a third party has requested Artist be available for third party services on certain dates prior to Artist's receipt of a Production Schedule, or (iii) UPI has requested that Artist be available for any recording other than an initial series or initial double episode record (e.g. ADR session); and UPI's dates and the third party dates conflict with one another, Artist shall use best efforts to be available to UPI for such recording sessions, but in no event shall Artist's unavailability frustrate the production calendar for the series or delay delivery of any episode. Artist's failure to comply with this paragraph shall be considered a breach of this Agreement. Provided that you have complied with the foregoing provisions of this paragraph, Artist may perform in theatrical motion pictures, and up to three (3) television guest appearances in a non-recurring role from the time we exercise the applicable Cycle Option until the time the following Cycle Option expires or is exercised (each, a "Production Cycle"). In addition, Artist may make an unlimited number of guest appearances per Production Cycle on radio and in game shows, awards shows, news shows, panel discussion shows, and talk shows, provided that Artist may not have a recurring role on or host such shows. Notwithstanding anything else to the contrary herein, guest appearances allowed in this paragraph shall not be in violation of section (d) hereinabove.

C. HOME VIDEO/AUDIO PROJECTS: UPI shall have the option to engage your services as an on-camera and/or off-camera performer in connection with home video/DVD. Such services may include, but will not necessarily be limited to, performing in wrap-around inserts and attending photo shoot sessions for home video packaging. In consideration for such services, Artist shall be paid One Thousand Dollars (\$1,000) per four (4) hour session, plus ten percent (10%) agency fee.

D. PROMOTIONAL APPEARANCES: If Artist is required to render services in connection with promotional appearances, UPI shall pay Artist an amount equal to the applicable AFTRA minimum session fee per day, plus ten percent (10%) agency fee for such promotional appearance.

E. PROMOTIONAL ANNOUNCEMENTS: Apart from services rendered on promotional announcements for the Series (which services are governed by Paragraph 10(b), above), at UPI's election Artist may be required, subject to Artist's professional availability, to render services as a performer on promotional announcements for other Nickelodeon programming and activities. In consideration for such services, Artist shall be paid an amount equivalent to the applicable promotional rate minimum compensation payable pursuant to the AFTRA Agreement but in no event less than Two Hundred Fifty dollars (\$250), plus a ten percent (10%) agency commission unless the services are covered by another collective bargaining agreement, in which case Artist will receive the applicable promotional rate minimum compensation payable pursuant to said agreement, if greater, plus a ten percent (10%) agency commission.

F. ANCILLARY SERVICES: At UPI's election Artist may be required, subject to Artist's professional availability, to render voiceover services in connection with ancillary projects and products related to the Series. In such event, and as consideration for such services, Artist shall be paid the following fees plus a ten percent (10%) agency commission: (a) for merchandise: Artist shall record for new merchandise at a rate of \$1,000 for a 4 hour session, unless a higher rate is negotiated between Artist and a third party, then that rate, in addition to the backend participation stated in Paragraph G below; (b) for free digital interactive projects: \$750 per two (2) hour session; (c) for paid digital interactive projects: \$1,000 per two (2) hour session; and/or (d) for audio recording projects (e.g., the "tape" portion of a book and tape project): \$1,000 per four (4) hour session for no more than one (1) project per session.

G. MERCHANDISING: You grant to UPI the exclusive perpetual and worldwide merchandising and commercial tie-up rights relating solely to the character portrayed by you in the Project, using your name, voice and/or likeness including, but not limited to, computer-generated voice and likeness. UPI shall pay you 5% of 100% of the "net receipts" actually received by UPI from merchandising, should your name, voice or likeness be used alone in connection therewith, reducible to 2-1/2% of 100% if other artists are used as well in the connection therewith; "Net receipts" shall mean the amount remaining after deduction of a distribution fee of 50% of the gross receipts actually received from agents and distributors; and all costs related to such merchandising use.

H. TRAVEL/ACCOMMODATIONS/PER DIEM: During the Term, if Artist is required to travel, Artist (and Artist's legal guardian if Artist is a minor) shall be provided with round-trip coach air transportation, first-class hotel accommodations, exclusive ground transportation to and from airports and applicable venues and a per diem of Forty Dollars (\$40.00) each. When Artist reaches the age of 18 or completes high school, whichever occurs later, UPI shall no longer pay or reimburse travel, per diem or other expenses for Artist's legal guardian.

I. ADDITIONAL TERMS: If, but only if, the Project is aired on CBS or another free over-the-air network, UPI acknowledges and agrees that it will negotiate with Artist regarding residuals and re-use fees, or in the alternative pay you the minimum under the applicable AFTRA agreement.

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RIDER "B"
DEFAULT, DISABILITY AND FORCE MAJEURE

1. An event of "disability" shall be deemed to exist hereunder if Artist becomes incapacitated or prevented from fully performing hereunder or from fully complying with Artist's obligations hereunder by reason of Artist's illness, Artist's mental, physical or other disability, or Artist's failure to comply with any obligation hereunder by reason of any cause rendering such non-compliance excusable at law. Any occurrences which would otherwise be deemed an event of disability hereunder shall not be so deemed and shall, instead, be deemed an event of "default" pursuant to Subparagraph 2 below, if such occurrence is a result of Artist's use of alcohol or of any drug or controlled substance. If UPI or Artist at any time alleges that Artist is, or if Artist shall actually be incapacitated by illness or other disability or by default of the kind described in the preceding sentence, and thereby prevented from performing hereunder or otherwise fully complying with Artist's obligations hereunder, then UPI may, at UPI's expense, require Artist to submit to medical examination(s) to be conducted by such physician(s) as may be designated by UPI. Artist may, at Artist's expense, cause Artist's own physician to be present at any such examination(s), provided that no delay or interference with such examination(s) results therefrom.

2. An event of "default" shall be deemed to exist hereunder if Artist at any time breaches any provision of the Agreement, or if Artist at any time fails, refuses or neglects (otherwise than by reason of Artist's disability as specified in the first sentence of Subparagraph 1 above), or at any time causes UPI to be notified that Artist intends to fail, refuse or neglect, to report or render services to the full limit of Artist's ability as, when and where required hereunder or to comply fully with Artist's obligations hereunder as required by UPI (as required by the exclusivity provision in Rider A of the agreement) or if Artist at any time fails to confirm by written notice within twenty-four (24) hours after UPI requests that Artist give such confirmation, that Artist will perform fully hereunder.

3. An event of "force majeure" shall be deemed to exist hereunder if, with respect to the Project and any episode(s) of the Series, UPI's production operations and/or any normal broadcasting operations are materially impaired, hampered, interrupted, prevented, suspended, postponed or discontinued by reason of any war (declared or undeclared), act of public enemy, riot, epidemic, fire, casualty, accident, labor controversy (including without limitation any lockout, walkout, strike or threat thereof), governmental order or regulation, judicial order or decree (including without limitation any grant of injunctive relief, whether imposed on an industry-wide basis or affecting only the Series), act of God, failure of the producer, director, any other production personnel or any member of the cast to perform for any reason (including without limitation death, illness, incapacity, disfigurement, failure, refusal or neglect), failure of technical facilities or substantial impairment (including without limitation substantial increase in the cost thereof) in obtaining facilities, material, fuel and/or personnel which makes production in accordance with customary or established schedules and practices impracticable, or any other occurrence beyond UPI's control.

4. If any event of disability, default or force majeure occurs at any time during the Term, then notwithstanding anything to the contrary contained in this Agreement, Artist's employment pursuant hereto shall be automatically suspended. Unless expressly provided to the contrary by any applicable collective bargaining agreement to which UPI is a signatory, no compensation shall accrue or be payable to Artist hereunder during any such period of suspension, except that a suspension for disability or force majeure shall not interfere with Artist's right to receive compensation accrued hereunder with respect to the Project and episodes of the series with respect to which Artist has rendered all required services prior to the commencement of such suspension, or to receive

compensation (if any) accruing during such suspension by reason of replays, foreign broadcasts or other uses of the Project and completed episodes of the series with respect to which Artist has rendered all required services prior to the commencement of such suspension. UPI's payment of any compensation to Artist during any period of suspension shall both be deemed a waiver by UPI of any of its rights under this Agreement, and UPI may apply such payment(s) against any compensation accruing or coming due to Artist pursuant to this Agreement. Unless expressly provided to the contrary by an applicable collective bargaining agreement to which UPI is a signatory, any suspension hereunder shall continue until the cause therefor shall have ceased to exist or until the expiration of the maximum period for which UPI is permitted to suspend Artist's service under any applicable collective bargaining agreement to which UPI is a signatory, whichever first occurs, and with respect to a suspension for disability or default, until Artist shall have reported to UPI ready, willing and able to perform Artist's obligation hereunder. Notwithstanding the foregoing, any period of suspension may, at UPI's election, be extended to include such period of time as may be reasonably required by UPI to make preparation for the utilization or resumption of Artist's services. Artist shall resume rendering services upon such date following the lifting of any suspension as UPI may designate. If the period of any suspension hereunder shall include a starting date previously designated by UPI, then UPI may, at UPI's election, cancel and/or postpone such starting date. During any period of suspension for disability or default, Artist shall not render services for any other person or on Artist's own behalf. During any suspension for force majeure, Artist may (if Artist is not in default under the terms of this Agreement) render services for any other person or on Artist's own behalf, subject to the provisions of this Agreement relating to Artist's exclusivity hereunder and subject to UPI's right to require Artist to resume rendering Artist's services hereunder at any time. UPI may, at its election, lift any suspension at any time prior to the cessation of the cause therefor, except for any suspension caused by Artist's disability, and with respect to any suspension caused by an event of force majeure, UPI may, at its election, thereafter reinstate such suspension at any time(s) during the continuation of such event of force majeure. No suspension shall relieve Artist of Artist's obligations to render services hereunder as and when required by UPI, except during a suspension caused by Artist's disability.

5. UPI shall have the right, at its election, by notice given to Artist at any time during the then-current series cycle, to reduce the number of episodes (and, if applicable, replays) of the series for which UPI is required hereunder to compensate Artist during such series cycle by one (1) episode (and if applicable, one (1) replay) for each episode scheduled for production during the period of any suspension hereunder provided, however, that the foregoing shall not apply if the suspension was due to an event of force majeure and the episode(s) in question is(are) subsequently produced during such series cycle.

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PARENTAL AGREEMENT

THIS PARENTAL AGREEMENT dated as of March 29, 2007 by and between Uptown Productions Inc. (herein called "Company") and Hilda Sanchez and Kevin Sanchez (herein referred to as "Parents") is made with reference to the following facts:

A. Company has engaged a minor, Caitlin Sanchez, eleven (11) years of age (born on January 17, 1996) (the "Minor"), pursuant to a written contract dated April 6, 2007, (herein called "Minor's Contract") to render acting services for Company in connection with an animated television Series, tentatively entitled "Dora the Explorer" (the "Project" herein).

B. Hilda Sanchez and Kevin Sanchez are the parents of the Minor and are entitled to the care, custody and control of the Minor.

C. The parties hereto contemplate and understand that a petition will be made by Company to the Supreme Court or the Surrogate Court of the State of New York for the approval by such Court of said Minor's Contract.

D. Parents understand that Company will rely on this agreement in: (a) entering into and performing the Minor's Contract; and (b) undertaking substantial expenditures in addition to the compensation payable pursuant to the Minor's Contract.

NOW, THEREFORE, the parties, in consideration of the mutual promises herein contained and other good and valuable consideration, agree as follows:

1. Parents warrant and represent that the above recitals are true and correct, that Parents have the sole care, custody and control of the Minor, that no judgment, order or decree has been made by any Court awarding the custody of the Minor to any other person or in any other manner affecting the status of the right of Parents as parents of the Minor, that the Minor has not been emancipated, and that the Parents have not in any way relinquished to the Minor or to any other person, firm or corporation, the earnings of the Minor under the aforementioned Minor's Contract nor the right to collect, receive or control such earnings, except as hereinafter expressly provided.

2. Parents hereby irrevocably and perpetually release, relinquish and quitclaim to Minor all salary and compensation payable to the Minor pursuant to the Minor's Contract and agree not to claim any such salary or compensation or demand that Company pay such salary or compensation to anyone other than the Minor directly, or pursuant to instructions from the Minor.

3. Parents hereby consent to the execution by the Minor of the Minor's Contract. Parents acknowledge that Parents have read the Minor's Contract and are familiar with all of the terms, covenants and conditions contained therein, and that Parents will not revoke said consent during the minority of the Minor.

4.a. Parents agree to cooperate fully with Company by providing information, executing such documents as Company may require, and giving testimony, if necessary, in securing the approval of the Minor's Contract by a court of competent jurisdiction. Without limiting the foregoing, Parents hereby agree that Company may petition to the Supreme Court or the Surrogate Court of the State of New York (herein called the "Court") as provided by law, for approval of Minor's Contract. Parents further agree that a copy of this agreement may be filed with such application for approval as evidence of the consent

herein granted. Parents hereby waive notice of any hearing before the Court with respect to such application. Parents agree that such amount of the salary or compensation of the Minor payable under the Minor's Contract as may be determined to be proper by said Court, may be set aside for investment in government bonds or in such other blocked, federally insured savings plan or in such trust fund as the Court may determine to be held and preserved for the Minor, subject to the order of said Court and Parents hereby consent to serve as joint guardians or trustees thereof if the Court so appoints Parents. In connection with the foregoing, Parents acknowledge that the fifteen percent (15%) amount that the Court is being requested to order be set aside is in accordance with the provisions of the Child Performer and Education and Trust Act of 2003.

4.b. Parents further agree, that notwithstanding the foregoing provisions with respect to the Court approval of the Minor's Contract, Parents guarantee the performance by said Minor of the terms and provisions of the Minor's Contract as well as any court decree which grants approval of same, and represent and warrant that said Minor will not disaffirm the Minor's Contract at any time during or after minority. The Parents further agree to indemnify and hold Company, its successors, licensees and assigns and their respective officers, directors, shareholders, employees and agents harmless from any and all damages, liabilities, costs or expenses of any kind or nature including reasonable attorney's fees, which may arise from the breach by the Minor and/or Parents of any of the provisions of the Minor's Contract and/or this agreement, including, without limitation Minor's attempt to disaffirm or disavow the Minor's Contract on the ground of Minor's minority or otherwise. Company agrees to indemnify Minor and/or Parents for any breach of the Minor's Contract and/or the agreement by UPI or claims arising out of Company's actions in connection with the production, distribution or exploitation of the Project, provided such claim does not arise from Artist's and/or Parent's breach of this Minor Contract or the attached agreement.

5. Parents hereby consent to the distribution, exhibition and other exploitation of the Project without limitation, and the use of Minor's name, likeness, voice and biographical material in connection with publicity and advertising of the Project, and Parents expressly release the Company, its licensees and assigns from any and all claims which may arise out of said exhibition and distribution of the Project. The foregoing is subject to the provisions of the Minor's Contract.

6. This agreement shall apply to the Minor's Contract, to all modifications and extensions thereof and amendments thereto and to any employment agreement between Company and the Minor which may be substituted in full or in part for the Minor's Contract.

7. This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, assigns, heirs, administrators, executors, officers, and agents, as the case may be.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date hereinabove set forth.

Accepted and Agreed to:

Caitlin Sanchez
Caitlin Sanchez

Hilda Sanchez
Hilda Sanchez (mother)

Kevin Sanchez
Kevin Sanchez (father)

Uptown Productions Inc.

By: [Signature]

Its: Lee Ann Larsen
PRESIDENT