

Exhibit D

Actor's Equity Association

Branch of Associated Actors and Artists of America

(Affiliated with the AFL-CIO)

National Office
165 West 46th Street
New York, NY 10036
(212) 869-8530

Chicago Office
203 N. Wabash Avenue
Chicago, IL 60601
(312) 641-0393

Los Angeles Office
5757 Wilshire Blvd.
Los Angeles, CA 90036
(323) 634-1750

San Francisco Office
235 Pine Street
San Francisco, CA 94104
(415) 391-3838

EXCLUSIVE MANAGEMENT CONTRACT UNDER EQUITY AGENCY REGULATIONS

THIS AGREEMENT, made and entered into between CUNNINGHAM ESCOTT SLEVIN DOHERTY, an Equity Franchised Agent ("Agent") and CAITLIN SANCHEZ, [REDACTED] ("Actor") in accordance with the Equity Agency Regulations ("Regulations").

1. The Agent shall be the Actor's sole and exclusive agent in the legitimate theatre industry. This contract is limited to the legitimate theatre industry and to contracts of the Actor as an actor in said industry. The Actor warrants he has the right to sign this agreement and has no other agreement in effect which is in conflict herewith. The Agent and the Actor are both bound by the provisions of the Regulations, which govern the relations of members of Actors' Equity Association as actors with agents. Said Regulations as they exist and as they may be amended from time to time (including but not limited to commissions as currently set out below) are made part of this agreement.

2. The term of this contract shall be for a period of 3 YEARS (not in excess of 3 years) commencing APRIL 20 67. The initial contract between Actor and Agent shall not be for more than eighteen months.

3. (a) COMMISSIONS. Commissions shall be applicable in accordance with the following schedule: TIER I: Weekly contractual salaries of less than \$275.99 shall not be commissionable except for a service fee of \$50. After ten weeks of public performance, 10% commission shall be applicable. TIER II: Weekly contractual salaries between \$276 and the salary figure which is the average of the LORT C and LORT D Equity Minimum salaries shall not be commissionable except for a service fee of \$100. After ten weeks of public performance, 10% commission shall be applicable. TIER III: For salaries in excess of the LORT C and LORT D minimum salary average, a 10% commission shall be applicable, except that the rehearsal period at minimum salary shall not exceed 5%. In every instance, commission shall be limited to a maximum period of one year if the weekly salary does not exceed the Equity Minimum.

(b) NON COMMISSIONABLE. Commissions are not applicable: (i) on salaries which are less than the lowest Off-Broadway Equity minimum; (ii) on the Equity minimum portion of Out-of-Town expenses or per diem; (iii) on Chorus Contracts, in accordance with the Regulations.

(c) RESPONSIBILITY FOR PAYMENT. Commission shall be payable when and as monies or other considerations are received by the Actor or anyone else for or on the Actor's behalf. Such commissions shall be payable by the actor to the Agent, as aforesaid, pursuant to this contract and thereafter only as specifically provided herein or in the Regulations. Commission shall also be payable for any Equity employment contracts entered into during the term of this agency agreement and for the duration of such Equity contracts, as well as any modifications, extensions, renewals or substitutions thereof except as otherwise specifically provided in the Regulations.

4. Should the Agent negotiate a contract of employment for the Actor and secure for the Actor a bona fide offer of employment, which offer is communicated by the Agent to the Actor in reasonable detail and in

writing, which offer the Actor declines, and if, after the expiration of the term of this agreement and within 60 days after the date upon which the Agent gives such written information to the Actor, the Actor accepts said offer of employment on substantially the same terms, then the Actor shall be required to pay commissions to the Agent upon such contract of employment. If an Agent employed under a prior agency contract is entitled to collect commissions under the foregoing circumstances, the Agent with whom this contract is executed waives his commissions to the extent that the prior agent is entitled to collect the same.

5. **TERMINATION OF AGENT'S SERVICES.** The Actor may, at any time, by notice in writing to the Agent and to Equity, instruct the Agent that he/she is prohibited from rendering further services to the Actor and from holding himself/herself out as the Actor's agent. This shall not affect the right of the Agent to collect commissions.

6. **TERMINATION OF AGREEMENT.** If during any ninety (90) day period immediately preceding the giving of notice under this clause, the Actor does not receive an offer or offers of employment in accordance with the Regulations, then in such case the Actor or the Agent shall have the right to terminate this agreement by notice to the other in writing with copy to Equity.

7. Any controversy under this contract, or under any contract executed in renewal or extension hereof or in substitution herefor or alleged to have been so executed, or any controversy as to the existence, execution or validity hereof or thereof, or the right of either party to void this or any such contract or alleged contract on any grounds, or the construction, performance, non-performance, operation, breach, continuance or termination of this or any such contract, shall be determined in accordance with the Regulations.

8. The Agent agrees, covenants, represents and warrants as follows:

(a) to be available at all reasonable times for consultation with the Actor in the city or cities named herein during reasonable hours, subject to absence of the person or persons from the office occasioned by business activities outside the office, and subject further to reasonable absences due to illness or reasonable vacation periods.

(b) to maintain an office and telephone open during all reasonable business hours (emergencies such as sudden illness or death excepted) within the city (cities) of NY/LA or its environs, throughout the term of this agreement and that some representative of the Agent will be present at such office during business hours.

(c) to counsel and advise the Actor in matters which concern the Actor's professional interest in the legitimate theatre industry.

(d) to be truthful in his/her statements to the Actor.

(e) not to conceal facts from the Actor, in the performance of this contract, which are pertinent and which the Actor is entitled to know.

(f) to use all reasonable efforts to assist the Actor in procuring employment for the services of the Actor in the legitimate theatre industry.

(g) to maintain the relationship of a fiduciary to the Actor. When instructed by the Actor not to give out information with reference to the Actor's affairs, the Agent will not disclose such information.

(h) not to engage in dishonest or fraudulent practices in making or entering into this contract or the performance thereof.

(i) to consider only the interest of the Actor in any dealings for the Actor pursuant to this contract, and never to consider or act in the interest of the Agent or any producer when such interests are opposed to the interests of the Actor.

(j) to make no binding engagement or other commitments on behalf of the Actor without the approval of the Actor and without first informing the Actor of the terms and conditions of such engagement or commitment.

(k) to be equipped and to continue to be equipped to represent the Actor ably and diligently in the legitimate theatre industry throughout the term of this contract, and to so represent the Actor. The Agent's duties shall include the full representation of the Actor in his/her career in the legitimate theatre industry and are not limited to securing employment.

(l) as to the payment of compensation the Agent shall be obligated to serve the Actor and perform obligations as required herein with respect to any employment contract or to any employment requiring the services of the Actor on which such compensation is based.

9. The Agent may represent actors of the same general qualifications and eligible to perform the same parts or roles, and such representation shall not constitute a violation of the Agent's obligations hereunder. The Agent agrees that prior to the execution of this contract, if the Actor so requests, the Agent will deliver to the Actor a list of the actors of the same qualifications and eligible for the same parts or roles; represented by the Agent.

10. Any situation or circumstance not expressly covered in this agreement or in the Regulations shall be subject to final determination by Equity.

11. RELIANCE UPON SPECIFIC REPRESENTATION. If agent agrees in writing that Actor shall be entitled to the specific services of any agent or agents named below, as a condition of this agreement, Actor may terminate if such agent or agents cease to be available to render such services. This paragraph applies only if initialed below by Agent:

_____	()	_____	()
	Agent's initials		Agent's initials
(Agent/Sub Agent)		(Agent/Sub Agent)	
_____	()	_____	()
	Agent's initials		Agent's initials
(Agent/Sub Agent)		(Agent/Sub Agent)	

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 10 day of April, 2007.

Note: * In order to be valid, the Actor must receive a copy. No commission shall be paid unless a copy is on file with Equity. One copy to be given to Actor.

** Copy to be filed by Agent with Equity immediately after execution.

Actor:

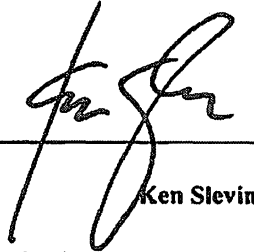
CAITLIN SANCHEZ

Social Security:

Actor's Address:

Name of Agency: CUNNINGHAM-ESCOTT-SLEVIN-DOHERTY

By: _____



Ken Slevin

Agency Telephone: 212-477-1666

FOR CALIFORNIA ONLY. This provision is inserted in this contract, pursuant to regulations of ACTORS' EQUITY ASSOCIATION, a bona fide labor union, which regulations govern the relations of its members to employment agencies and talent agencies. Reasonable written notice shall be given to the Labor Commissioner of the State of California of the time and place of any arbitration hearing hereunder. The Labor Commissioner of the State of California or his authorized representative, has the right to attend all arbitration hearings. The clauses relating to the Labor Commissioner of the State of California shall not be applicable to cases not falling under the provisions of Section 1700.45 of the Labor Code of the State of California.

THIS TALENT AGENCY IS LICENSED BY THE LABOR COMMISSIONER OF THE STATE OF CALIFORNIA. This talent agency is franchised by the Actors' Equity Association. This form of contract has been approved by the Labor Commissioner of the State of California. January 24, 1986.

EXHIBIT C-1 (Commercials Only)

**AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS
STANDARD AFTRA COMMERCIALS EXCLUSIVE AGENCY CONTRACT
UNDER RULE 12-C**

THIS AGREEMENT made and entered into at New York, New York, by and between
Cunningham Escott Slevin Doherty, hereinafter called the "AGENT," and CAITLIN SANCHEZ,
hereinafter called the "ARTIST."

WITNESSETH:

1. The Artist employs the Agent as his/her sole and exclusive Agent for television and radio commercials (hereinafter referred to as "commercials") within the scope of the regulations (Rule 12-C) of the American Federation of Television and Radio Artists (hereinafter called AFTRA), and agrees not to employ any other person or persons to act for him/her in like capacity during the term hereof, and the Agent accepts such employment. This contract is limited to commercials and to contracts of the Artist as an artist in such fields and any reference hereinafter to contracts or employment whereby the Artist renders his/her services, refers to contracts or employment in commercials, except as otherwise provided herein.
2. The term of this contract shall be for a period of 3 YEARS commencing the 10 day of APRIL 2007

NOTE— THE INITIAL TERM MAY NOT BE IN EXCESS OF EIGHTEEN MONTHS. A TERM OF UP TO THREE (3) YEARS MAY BE ENTERED INTO AFTER ONE (1) YEAR'S REPRESENTATION.

3. (a) The Artist agrees to pay to the Agent a sum equal to 10 per cent (not more than 10%) of all monies or other consideration received by the Artist, directly or indirectly, under contracts of employment entered into during the term specified herein as provided in the Regulations. Commissions shall be payable when and as such monies or other consideration are received by the Artist or by anyone else for or on the Artist's behalf. Rider "G" must be attached where artist agrees to pay commission on employment contracts which were in existence prior to the date artist executes agency contract.

(b) Any monies or other consideration received by the Artist or by anyone for or on his/her behalf, in connection with any termination of any Contract of the Artist on which the Agent would otherwise be entitled to receive commission, or in connection with the settlement of any such contract, or any litigation arising out of such contract, shall also be monies in connection with which the Agent is entitled to the aforesaid commissions; provided, however, that in such event the Artist shall be entitled to deduct arbitration fees, attorney's fees, expenses and court costs before computing the amount upon which the Agent is entitled to his/her commissions.
(c) Such commissions shall be payable by the Artist to the Agent, as aforesaid, during the term of this contract and thereafter only where specifically provided herein.
(d) The agent shall be entitled to the aforesaid commissions after the expiration of the term specified herein, for so long a period thereafter as the Artist continues to receive monies or other consideration under or upon employment contracts entered into by the Artist during the term specified herein, including monies or other consideration received by the Artist under the extended term of such employment contracts, resulting from the exercise of an option or options given an employer under such employment contracts, extending the term of such employment contracts, whether such options be exercised prior to or after the expiration of the term specified herein.
(e) If after the expiration of the term of this agreement and during the period the Agent is entitled to commissions, a contract of employment of the Artist be terminated before the expiration thereof, as said contract may have been extended by the exercise of options therein contained, by joint action of the Artist and employer, or by the action of either of them, other than on account of an Act of God, illness or the like and the Artist enters into a new contract of employment with said employer within a period of sixty (60) days, such new contract shall be deemed to be in substitution of the contract terminated as aforesaid. Contracts of substitution have the same effect as contracts for which they were substituted; provided, however, that any increase or additional salary, bonus or other compensation payable to the Artist (either under such contract of substitution or otherwise) over and above the amounts payable under the contract of employment entered into prior to the expiration of the term of this agreement shall be deemed an adjustment and unless the Agent shall have a valid Agency contract in effect at the time of such adjustment the Agent

shall not be entitled to any commissions on any such adjustment. In no event may a contract of substitution with an employer entered into after the expiration of the term of this agreement, extend the period of time during which the Agent is entitled to commission beyond the period that the Agent would have been entitled to commission had no substitution taken place, except to the extent, if necessary, for the Agent to receive the same total amount of commission he would have received had no such substitution taken place; provided, however, that in no event shall the Agent receive more than the above percentages as commissions on the Artist's adjusted compensation under the contract of substitution. A change in form of an employer for the purpose of evading this provision, or a change in the corporate form of an employer resulting from reorganization or like, shall not exclude the application of these provisions.

(f) So long as the Agent receives commissions from the Artist, the Agent shall be obligated to service the Artist and perform the obligations of this contract with respect to the services of the Artist on which such commissions are based, subject to AFTRA's Regulations Governing Agents.

(g) The Agent has no right to receive money unless the Artist receives the same, or unless the same is received for or on his/her behalf, and then only proportionate in the above percentages when and as received. Money paid pursuant to legal process to the Artist's creditors, or by virtue of assignment or direction of the Artist, and deductions from the Artist's compensation made pursuant to law in the nature of a collection or tax at the source, such as Social Security or Old Age Pension taxes, or income taxes withheld at the source, shall be treated as compensation received for or on the Artist's behalf.

4. Should the Agent, during the term or terms specified herein negotiate a contract of employment for the Artist and secure for the Artist a bona fide offer of employment, which offer is communicated by the Agent to the Artist in reasonable detail and in writing, which offer the Artist declines, and if, after the expiration of the term of this agreement and within ninety (90) days after the date upon which the Agent gives such written information to the Artist, the Artist accepts said offer of employment on substantially the same terms, then the Artist shall be required to pay commissions to the Agent upon such contract of employment. If an Agent previously employed under a prior agency contract is entitled to collect commissions under the foregoing circumstances, the Agent with whom the present contract is executed waives his/her commission to the extent that the prior agent is entitled to collect the same. Where there was in fact an offer communicated to the artist, and the artist acknowledged that he/she in fact received the offer, the fact that the offer had not been reduced to writing may not be used to avoid obligations under this provision.
5. If during the period of 91 days immediately proceeding the giving of notice of termination, the Artist fails to receive compensation in the sum of \$4,000 or more for services and reuse fees for commercials under AFTRA Commercials Contracts in which the Artist was employed during the term of this contract (including a prior contract which this contract renews), then either the Artist or the Agent may terminate the engagement of the Agent hereunder by written notice to the other party. The foregoing right to terminate applies when the Agent is authorized to represent the Artist only for commercials. In the event the Artist is also represented by the Agent under a separate contract for representation in other fields within AFTRA's jurisdiction, the provisions of Section 5 of the Standard AFTRA Exclusive Agency Agreement (Exhibit C) shall govern termination.
6. The Agent may represent other persons. The Agent shall not be required to devote his/her entire time and attention to the business of the Artist. The Agent may make known the fact that he is the sole and exclusive representative of the Artist in the broadcasting industries. In the event of a termination of this contract, even by the fault of the Artist, the Agent has no rights or remedies under the preceding sentence.
7. The Agent agrees that the following persons, and the following persons only, namely

(HERE INSERT NOT MORE THAN FOUR NAMES)

T.J. ESCOTT KEN SLEVIN PAUL DOHERTY

Shall personally supervise the Artist's business during the term of this contract. One of such persons shall be available at all reasonable times for consultation with the Artist at the city or cities named herein. The Agent upon request of the Artist, shall assign any one of such persons who may be available (and at least one of them always shall be available upon reasonable notice from the Artist), to engage in efforts or handle any negotiations for the Artist at such city or its environs and such person shall do so.

8. In order to provide continuity of management, the name or names of not more than four (4) persons connected with the Agent must be written in the following space, and this contract is not valid unless this is done:

(HERE INSERT NOT MORE THAN FOUR NAMES)

T.J. ESCOTT KEN SLEVIN PAUL DOHERTY

In the event three (3) or four (4) persons are so named, at least two (2) of such persons must remain active in the Agency throughout the term of this contract. In the event only one (1) or two (2) persons are so named, at least one (1) such person must remain active in the Agency throughout the term of this contract. If the required number of persons does not remain active with the Agency, the Artist may terminate this contract in accordance with Section XXI of AFTRA's Regulations Governing Agents.

9. The Artist hereby grants to the Agent the right to use the name, portraits and pictures of the Artist to advertise and publicize the Artist in connection with Agent's representation of the Artist hereunder.
10. The Agent agrees:
 - (a) To make no deductions whatsoever from any applicable minimums established by AFTRA under any collective bargaining agreement.
 - (b) At the request of the Artist, to counsel and advise him/her in matters which concern the professional interests of the Artist in the broadcasting industries.
 - (c) The Agent will be truthful in his/her statements to the Artist.
 - (d) The Agent will not make any binding engagement or other commitment on behalf of the Artist, without the approval of the Artist, and without first informing the Artist of the terms and conditions (including compensation) of such engagement
 - (e) The Agent's relationship to the Artist shall be that of a fiduciary. The Agent, when instructed in writing by the Artist not to give out information with reference to the Artist's affairs, will not disclose such information.
 - (f) That the Agent is equipped, and will continue to be equipped, to represent the interests of the Artist ably and diligently in the broadcasting industry throughout the term of this contract, and that he will so represent the Artist.
 - (g) To use all reasonable efforts to assist the Artist in procuring employment for the services of the Artist in the broadcasting industries.
 - (h) The Agent agrees that the Agent will maintain an office and telephone open during all reasonable business hours (emergencies such as sudden illness or death excepted) within the city of NY/LA or its environs, throughout the term of this agreement, and that some representative of the Agent will be present at such office during such business hours. This contract is void unless the blank in this paragraph is filled in with the name of a city at which the Agent does maintain an office for the radio broadcasting and television agency business.
 - (i) At the written request of the Artist, given to the Agent not more often than once every four (4) weeks, the Agent shall give the Artist information in writing, stating what efforts the Agent has rendered on behalf of the Artist within a reasonable time preceding the date of such request.
 - (j) The Agent will not charge or collect any commissions on compensation received by the Artist for services rendered by the Artist in a package show in which the Agent is interested, where prohibited by Section VI of AFTRA's Regulations.
11. This contract is subject to AFTRA's Regulations Governing Agents (Rule 12-C). Any controversy under this contract, or under any contract executed in renewal or extension hereof or in substitution herefor or alleged to have been so executed, or as to the existence, execution or validity hereof or thereof, or the right of either party to avoid this or any such contract or alleged contract on any grounds, or the construction, performance, nonperformance, operation, breach, continuance or termination of this or any such contract, shall be submitted to arbitration in accordance with the arbitration provisions in the regulations regardless of whether either party has terminated or purported to terminate this or any such contract or alleged contract. Under this contract the Agent undertakes to endeavor to secure employment for the Artist.
12. Nothing herein contained shall conflict with any law or regulation authorized by law of the several states or the United States. If any provision hereof or of the Regulations so conflict, it shall not affect or render illegal the remainder of this contract or the Regulations.

(FOR CALIFORNIA ONLY)

This provision is inserted in this contract pursuant to a rule of AFTRA, a bona fide labor union, which Rule regulates the relations of its members to agencies or artists managers. Reasonable written notice shall be given to the Labor Commissioner of the State of California of the time and place of any arbitration hearing hereunder. The Labor Commissioner of the State of California, or his/her authorized representative, has the right to attend all arbitration hearings.

Nothing in this contract nor in AFTRA's Regulations Governing Agents (Rule 12-C) shall be construed so as to abridge or limit any rights, powers or duties of the Labor Commissioner of the State of California.

Whether or not the Agent is the actor's agent at the time this agency contract is executed, it is understood that in executing this contract each party has independent access to the regulations and has relied and will rely exclusively upon his/her own knowledge thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 10 day of APRIL, 20 07

Maria Sanchez (mother)
ARTIST

SS#

Or

Member ID# - for members of AFTRA

AGENT

NOTE: This contract must be signed at least in triplicate. One copy must be promptly delivered by the Agent to AFTRA, one copy must be promptly delivered by the Agent to the Artist, and one copy must be retained by the Agent. If AFTRA has an office in the city where the contract is executed, AFTRA's copy of the contract must be delivered to that office within 15 days of execution; or at the Agent's option, to AFTRA's main office in New York City within 30 days of execution.

This agency is licensed by the Labor Commissioner of the State of California.

This agency is franchised by the American Federation of Television and Radio Artists.

This form of contract has been approved by the Labor Commissioner of the State of California and by the American Federation of Television and Radio Artists.

(The foregoing references to California may be deleted or appropriate substitutions made in other states)



Cunningham • Escott • Slevin • Doherty

TALENT AGENCY

257 PARK AVE. SOUTH / #900 / NEW YORK, NY 10010 / (212) 477-1666 / FAX (212) 979-2011

**RIDER TO
AFTRA STANDARD COMMERCIAL
EXCLUSIVE AGENCY CONTRACT**

Concurrently herewith we are entering into the AFTRA Standard Commercial Agency Contract. Notwithstanding anything to the contrary contained in that agreement, the scope of the contract will also include voice-over performance in radio commercials; voice-over performance in Television, radio and motion picture promos and trailers; voice-over performance in animated films, billboards, dubbing, and looping. Furthermore, the scope will include the actor's on camera and/or voice-over performance in industrial films, documentary films and videos, infomercials, CD-ROMs, CDs, books on tape, and all electronic media.

Should Actor's services be utilized in a theatrical voice-over production as opposed to on-camera, then, and in that event, Agent shall be entitled to a commission for such services as set forth in the AFTRA agreement notwithstanding the fact that the actor may have AFTRA representation by someone other than the Agent in the field of theatrical productions.

Except as hereinabove modified and amended, all terms and conditions of the AFTRA Standard Commercial Exclusive Agency Contract shall continue to be in full force and effect.


CAITLIN SANCHEZ

4/10/07

Date

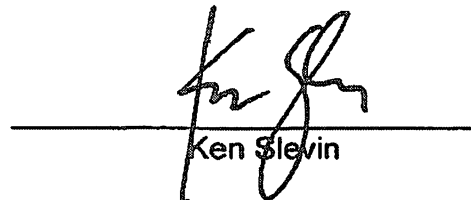

Ken Slevin

EXHIBIT C

**AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS
STANDARD AFTRA EXCLUSIVE AGENCY CONTRACT**

UNDER RULE 12-C

THIS AGREEMENT made and entered into at New York, New York, by and between

Cunningham Escott Slevin Doherty hereinafter called the "AGENT," and CAITLIN SANCHEZ,
hereinafter called the "ARTIST."

WITNESSETH:

1. The Artist employs the Agent as his/her sole and exclusive Agent in the television and radio industries (hereinafter referred to as the "broadcasting industries") within the scope of the regulations (Rule 12-C) of the American Federation of Television and Radio Artists (hereinafter called AFTRA), and agrees not to employ any other person or persons to act for him/her in like capacity during the term hereof, and the Agent accepts such employment. This contract is limited to the broadcasting industries and to contracts of the Artist as an artist in such fields and any reference hereinafter to contracts or employment whereby the Artist renders his/her services, refers to contracts or employment in the broadcasting industries, except as otherwise provided herein.
2. The term of this contract shall be for a period of 3 YEARS commencing the 10 day of APRIL 2007.

NOTE—THE INITIAL TERM MAY NOT BE IN EXCESS OF EIGHTEEN MONTHS. A TERM OF UP TO THREE (3) YEARS MAY BE ENTERED INTO AFTER ONE (1) YEAR'S REPRESENTATION.

3. (a) The Artist agrees to pay to the Agent a sum equal to 10 per cent (not more than 10%) of all monies or other consideration received by the Artist, directly or indirectly, under contracts of employment entered into during the term specified herein as provided in the Regulations. Commissions shall be payable when and as such monies or other consideration are received by the Artist or by anyone else for or on the Artist's behalf. Rider "G" must be attached where artist agrees to pay commission on employment contracts which were in existence prior to the date artist executes agency contract.

(b) Any monies or other consideration received by the Artist or by anyone for or on his/her behalf, in connection with any termination of any Contract of the Artist on which the Agent would otherwise be entitled to receive commission, or in connection with the settlement of any such contract, or any litigation arising out of such contract, shall also be monies in connection with which the Agent is entitled to the aforesaid commissions; provided, however, that in such event the Artist shall be entitled to deduct arbitration fees, attorney's fees, expenses and court costs before computing the amount upon which the Agent is entitled to his/her commissions.

(c) Such commissions shall be payable by the Artist to the Agent, as aforesaid, during the term of this contract and thereafter only where specifically provided herein.

(d) The agent shall be entitled to the aforesaid commissions after the expiration of the term specified herein, for so long a period thereafter as the Artist continues to receive monies or other consideration under or upon employment contracts entered into by the Artist during the term specified herein, including monies or other consideration received by the Artist under the extended term of such employment contracts, resulting from the exercise of an option or options given an employer under such employment contracts, extending the term of such employment contracts, whether such options be exercised prior to or after the expiration of the term specified herein.

(e) If after the expiration of the term of this agreement and during the period the Agent is entitled to commissions, a contract of employment of the Artist be terminated before the expiration thereof, as said contract may have been extended by the exercise of options therein contained, by joint action of the Artist and employer, or by the action of either of them, other than on account of an Act of God, illness or the

like and the Artist enters into a new contract of employment with said employer within a period of sixty (60) days, such new contract shall be deemed to be in substitution of the contract terminated as aforesaid. Contracts of substitution have the same effect as contracts for which they were substituted; provided, however, that any increase or additional salary, bonus or other compensation payable to the Artist (either under such contract of substitution or otherwise) over and above the amounts payable under the contract of employment entered into prior to the expiration of the term of this agreement shall be deemed an adjustment and unless the Agent shall have a valid Agency contract in effect at the time of such adjustment the Agent shall not be entitled to any commissions on any such adjustment. In no event may a contract of substitution with an employer entered into after the expiration of the term of this agreement, extend the period of time during which the Agent is entitled to commission beyond the period that the Agent would have been entitled to commission had no substitution taken place, except to the extent, if necessary, for the Agent to receive the same total amount of commission he would have received had no such substitution taken place; provided, however, that in no event shall the Agent receive more than the above percentages as commissions on the Artist's adjusted compensation under the contract of substitution. A change in form of an employer for the purpose of evading this provision, or a change in the corporate form of an employer resulting from reorganization or like, shall not exclude the application of these provisions.

(f) So long as the Agent receives commissions from the Artist, the Agent shall be obligated to service the Artist and perform the obligations of this contract with respect to the services of the Artist on which such commissions are based, subject to AFTRA's Regulations Governing Agents.

(g) The Agent has no right to receive money unless the Artist receives the same, or unless the same is received for or on his/her behalf, and then only proportionate in the above percentages when and as received. Money paid pursuant to legal process to the Artist's creditors, or by virtue of assignment or direction of the Artist, and deductions from the Artist's compensation made pursuant to law in the nature of a collection or tax at the source, such as Social Security or Old Age Pension taxes, or income taxes withheld at the source, shall be treated as compensation received for or on the Artist's behalf.

4. Should the Agent, during the term or terms specified herein negotiate a contract of employment for the Artist and secure for the Artist a bona fide offer of employment, which offer is communicated by the Agent to the Artist in reasonable detail and in writing, which offer the Artist declines, and if, after the expiration of the term of this agreement and within ninety (90) days after the date upon which the Agent gives such written information to the Artist, the Artist accepts said offer of employment on substantially the same terms, then the Artist shall be required to pay commissions to the Agent upon such contract of employment. If an Agent previously employed under a prior agency contract is entitled to collect commissions under the foregoing circumstances, the Agent with whom the present contract is executed waives his/her commission to the extent that the prior agent is entitled to collect the same. Where there was in fact an offer communicated to the artist, and the artist acknowledged that he/she in fact received the offer, the fact that the offer had not been reduced to writing may not be used to avoid obligations under this provision.
5. (a) If during any period of ninety-one (91) days immediately preceding the giving of the notice of termination hereinafter mentioned in this paragraph, the Artist fails to be employed and receive, or be entitled to receive, compensation for ten (10) days' employment, whether such employment is from fields under AFTRA's jurisdiction or any other branch of the entertainment industry in which the Agent may be authorized by written contract to represent the Artist, then either the Artist or the Agent may terminate the employment of the Agent hereunder by written notice to the other party. (1) For purposes of computing the ten (10) days' employment required hereunder, each separate original radio or TV broadcast, whether live or recorded, shall be considered a day's employment, but a rebroadcast, whether recorded or live, or an off-the-line recording, or a prior recording or time spent in rehearsal for any employment in the radio or TV industry, shall not be considered such employment. (2) For the purposes of computing the ten (10) days' employment required hereunder, each master sound recording recorded by the Artist shall be one (1) day's employment: For purposes of computing the ten (10) day's employment required hereunder, the week between Christmas and New Years shall not be counted against the 91-day period.
(b) The ninety-one (91) day period which is the basis of termination shall be suspended during any period of time which the artist has declared him/herself to be unavailable or has so notified the agent in writing

or has confirmed in writing a written communication from the agent to such effect. The said ninety-one (91) day period which is the basis of termination shall also be suspended (1) during the period of time in which the artist is unable to respond to a call for his/her services by reason of physical or mental incapacity or (2) for such days as the artist may be employed in a field in which the artist is not represented by the agent.

(c) In the event that the Agent has given the Artist notice in writing of a bona fide offer of employment as an Artist in the entertainment industry and at or near the Artist's usual places of employment at a salary and from an employer commensurate with the Artist's prestige (and there is in fact such an offer), which notice sets forth the terms of the proposed employment in detail and the Artist refuses or negligently fails to accept such proffered employment, then the period of guaranteed employment specified in said offer, and the compensation which would have been received thereunder shall be deemed as time worked or compensation received by the Artist in computing the money earned or time worked with reference to the right of the Artist to terminate under the provisions of this paragraph.

(d) No termination under paragraph 5 shall deprive the Agent of the right to receive commissions or compensation on monies earned or received by the Artist prior to the date of termination, or earned or received by the Artist after the date of termination of the Agent's employment on contracts for the Artist's services entered into by the Artist prior to the effective date of any such termination and during the term or terms specified herein, or commission or compensation to which the Agent is entitled pursuant to paragraphs 3(e) and 4 hereof.

(e) The Artist may not exercise the right of termination if at the time he attempts to do so, either:

- (1) the Artist is actually working under written contract or contracts which guarantee the Artist employment in the broadcasting industries for at least one program each week for a period of not less than thirteen (13) consecutive weeks. For the purposes of this sub-paragraph a "program" shall be either (i) a regional network program of one-half (1/2) hour length or more; (ii) a national network program of one-quarter (1/4) hour length or more; or (iii) a program or programs the aggregate weekly compensation for which equals or exceeds the Artist's customary compensation for either (i) or (ii), or
- (2) the Artist is under such written contract, as described in the preceding sub-paragraph "(1)" or in sub-paragraph "(5)" below, and such contract begins within forty-five (45) days after the time the Artist attempts to exercise the right of termination, or
- (3) where the artist attempts to exercise the right of termination during the months of August or September, and the artist is under such written contract as described in the preceding sub-paragraph "(1)" or in sub-paragraph "(5)" below and such contract begins not later than the following October 15th, or
- (4) if during any period of ninety-one (91) days immediately preceding the giving of notice of termination herein referred to, the artist has received, or has been entitled to receive, compensation in an amount equal to not less than thirteen (13) times his/her past customary compensation for a national network program of one-half (1/2) hour's length, whether such employment or compensation is from the broadcasting industries or any other branch of the entertainment industry in which the agent may be authorized by written contract to represent the Artist,
- (5) The Artist is actually working under written contract or contracts which guarantee the Artist either (a) employment in the television broadcasting field for at least one (1) program every other week in a cycle of thirteen (13) consecutive weeks where the program is telecast on an alternate week basis, or (b) employment for at least eight (8) programs in a cycle of thirty-nine (39) consecutive weeks, where the program is telecast on a monthly basis or once every four (4) weeks.

In the cases referred to in sub-paragraphs (1), (2), (3) and (5) above, the ninety-one (91) day period begins upon the termination of the contract referred to in such sub-paragraphs; and for the purpose of such sub-paragraphs any local program which under any applicable AFTRA collective bargaining agreement is the equivalent of a regional or national network program, shall be considered a regional or national network program as the case may be.

(f) Where the Artist is under a contract or contracts for the rendition of his/her services in the entertainment industry in any field in which the agent is authorized to act for the artist, during the succeeding period of One hundred and eighty-two (182) days after the expiration of the ninety-one (91)

day period in question, at a guaranteed compensation for such services of Twenty-five Thousand (\$25,000.00) Dollars or more, or where the Artist is under a contract or contracts for the rendition of his/her services during said 182 day period in the radio, sound recording and/or television fields at a guaranteed compensation for such services of Twenty thousand dollars (\$20,000.00) or more, then the artist may not exercise the right of termination.

(g) Periods of layoff or leave of absence under a term contract shall not be deemed to be periods of unemployment hereunder, unless under said contract the Artist has the right during such period to do other work in the radio or television field or in any other branch of the entertainment industry in which the Agent may be authorized by written contract to represent the Artist. A "term contract" as used herein means a Contract under which the Artist is guaranteed employment in the broadcasting industries for at least one program each week for a period of not less than thirteen (13) consecutive weeks, and also includes any "term contract" as defined in the Regulations of the Screen Actors Guild, Inc. in respect to the motion picture industry, under which the Artist is working. Also, a "term contract" as used herein relating to the television field means a contract under which the Artist is guaranteed employment in the television field as set forth in sub-paragraph (e) (5) above.

(h) Where the Artist has a contract of employment in the broadcasting industries and either the said contract of employment, or any engagement or engagements thereunder, are cancelled by the employer pursuant to any provision of said contract which does not violate any rule or regulation of AFTRA, the Artist shall be deemed to have been employed and to have received compensation for the purposes of paragraph 5(a) for any such cancelled broadcasts, with the following limitation—where a contract providing for more than one program has been so cancelled, the Artist shall not be deemed to have been employed or to have received compensation under such contract, with respect to more than one such program on and after the effective date of cancellation of such contract.

(i) For the purposes of this paragraph 5, where the Artist does not perform a broadcast for which he has been employed but nevertheless is compensated therefor, the same shall be considered employment hereunder.

(j) If at any time during the original or extended term of this contract, broadcasting over a majority of both the radio stations as well as a majority of the television broadcasting stations shall be suspended, the ninety-one (91) days period mentioned in this paragraph 5 shall be extended for the period of such suspension.

6. The Agent may represent other persons. The Agent shall not be required to devote his/her entire time and attention to the business of the Artist. The Agent may make known the fact that he is the sole and exclusive representative of the Artist in the broadcasting industries. In the event of a termination of this contract, even by the fault of the Artist, the Agent has no rights or remedies under the preceding sentence.
7. The Agent agrees that the following persons, and the following persons only, namely

(HERE INSERT NOT MORE THAN FOUR NAMES)

T.J. ESCOTT KEN SLEVIN PAUL DOHERTY

shall personally supervise the Artist's business during the term of this contract. One of such persons shall be available at all reasonable times for consultation with the Artist at the city or cities named herein. The Agent upon request of the Artist, shall assign any one of such persons who may be available (and at least one of them always shall be available upon reasonable notice from the Artist), to engage in efforts or handle any negotiations for the Artist at such city or its environs and such person shall do so.

8. In order to provide continuity of management, the name or names of not more than four (4) persons connected with the Agent must be written in the following space, and this contract is not valid unless this is done:

(HERE INSERT NOT MORE THAN FOUR NAMES)

T.J. ESCOTT KEN SLEVIN PAUL DOHERTY

In the event three (3) or four (4) persons are so named, at least two (2) of such persons must remain active in the Agency throughout the term of this contract. In the event only one (1) or two (2) persons are so named, at least one (1) such person must remain active in the Agency throughout the term of this contract. If the required number of persons does not remain active with the Agency, the Artist may terminate this contract in accordance with Section XXI of AFTRA's Regulations Governing Agents.

9. The Artist hereby grants to the Agent the right to use the name, portraits and pictures of the Artist to advertise and publicize the Artist in connection with Agent's representation of the Artist hereunder.
10. The Agent agrees:
- (a) To make no deductions whatsoever from any applicable minimums established by AFTRA under any collective bargaining agreement.
 - (b) At the request of the Artist, to counsel and advise him/her in matters which concern the professional interests of the Artist in the broadcasting industries.
 - (c) The Agent will be truthful in his/her statements to the Artist.
 - (d) The Agent will not make any binding engagement or other commitment on behalf of the Artist, without the approval of the Artist, and without first informing the Artist of the terms and conditions (including compensation) of such engagement
 - (e) The Agent's relationship to the Artist shall be that of a fiduciary. The Agent, when instructed in writing by the Artist not to give out information with reference to the Artist's affairs, will not disclose such information.
 - (f) That the Agent is equipped, and will continue to be equipped, to represent the interests of the Artist ably and diligently in the broadcasting industry throughout the term of this contract, and that he will so represent the Artist.
 - (g) To use all reasonable efforts to assist the Artist in procuring employment for the services of the Artist in the broadcasting industries.
 - (h) The Agent agrees that the Agent will maintain an office and telephone open during all reasonable business hours (emergencies such as sudden illness or death excepted) within the city of NY/LA or its environs, throughout the term of this agreement, and that some representative of the Agent will be present at such office during such business hours. This contract is void unless the blank in this paragraph is filled in with the name of a city at which the Agent does maintain an office for the radio broadcasting and television agency business.
 - (i) At the written request of the Artist, given to the Agent not more often than once every four (4) weeks, the Agent shall give the Artist information in writing, stating what efforts the Agent has rendered on behalf of the Artist within a reasonable time preceding the date of such request.
 - (j) The Agent will not charge or collect any commissions on compensation received by the Artist for services rendered by the Artist in a package show in which the Agent is interested, where prohibited by Section VI of AFTRA's Regulations.

11. This contract is subject to AFTRA's Regulations Governing Agents (Rule 12-C). Any controversy under this contract, or under any contract executed in renewal or extension hereof or in substitution herefor or alleged to have been so executed, or as to the existence, execution or validity hereof or thereof, or the right of either party to avoid this or any such contract or alleged contract on any grounds, or the construction, performance, nonperformance, operation, breach, continuance or termination of this or any such contract, shall be submitted to arbitration in accordance with the arbitration provisions in the regulations regardless of whether either party has terminated or purported to terminate this or any such contract or alleged contract. Under this contract the Agent undertakes to endeavor to secure employment for the Artist.
12. Nothing herein contained shall conflict with any law or regulation authorized by law of the several states or the United States. If any provision hereof or of the Regulations so conflict, it shall not affect or render illegal the remainder of this contract or the Regulations

(FOR CALIFORNIA ONLY)

This provision is inserted in this contract pursuant to a rule of AFTRA, a bona fide labor union, which Rule regulates the relations of its members to agencies or artists managers. Reasonable written notice shall be given to the Labor Commissioner of the State of California of the time and place of any arbitration hearing hereunder. The Labor Commissioner of the State of California, or his/her authorized representative, has the right to attend all arbitration hearings.

Nothing in this contract nor in AFTRA's Regulations Governing Agents (Rule 12-C) shall be construed so as to abridge or limit any rights, powers or duties of the Labor Commissioner of the State of California.

Whether or not the Agent is the actor's agent at the time this agency contract is executed, it is understood that in executing this contract each party has independent access to the regulations and has relied and will rely exclusively upon his/her own knowledge thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 10th day of April, 2007

Shelia Sanchez (mother)
ARTIST

SS# [REDACTED]

Or

Member ID # - for members of AFTRA

[Signature]
AGENT

NOTE: This contract must be signed at least in triplicate. One copy must be promptly delivered by the Agent to AFTRA, one copy must be promptly delivered by the Agent to the Artist, and one copy must be retained by the Agent. If AFTRA has an office in the city where the contract is executed, AFTRA's copy of the contract must be delivered to that office within 15 days of execution; or at the Agent's option, to AFTRA's main office in New York City within 30 days of execution.

This agency is licensed by the Labor Commissioner of the State of California.

This agency is franchised by the American Federation of Television and Radio Artists.

This form of contract has been approved by the Labor Commissioner of the State of California and by the American Federation of Television and Radio Artists.

(The foregoing references to California may be deleted or appropriate substitutions made in other states.)



Cunningham • Escott • Slevin • Doherty

TALENT AGENCY

257 PARK AVE. SOUTH / #900 / NEW YORK, NY 10010 / (212) 477-1666 / FAX (212) 979-2011

Rider to AFTRA Agency Contracts

The foregoing is an agency contract between CAITLIN SANCHEZ
(hereinafter called "Actor"), a minor, and HILDA SANCHEZ,
the Actor's Parent/Guardian, (hereinafter called "Parent/Guardian"), whereby each
engages the services for Actor on the terms and conditions of American Federation of
Television and Radio Artists Agency Regulations Rule 12-B. In addition thereto, it is
expressly understood that: (a) Actor and Parent/Guardian are each bound by all terms and
conditions of said contract as a party thereto and (b) that Parent/Guardian shall
unconditionally guarantee the performance of Actor there under on a continuing
guarantee and surety basis.

Caitlin Sanchez
Actor (a minor)

Hilda Sanchez (mother)
Parent/Guardian

Agency: _____

By: _____

Date: 4/10/07



Cunningham • Escott • Slevin • Doherty
TALENT AGENCY

257 Park Avenue South • Suite 900 • New York, NY 10010 • (212) 477-1666 • FAX (212) 253-5506

Caitlin Sanchez



May 25, 2007

Dear Caitlin,

Enclosed please find a copy of your AFTRA contract and other pertinent documents. If you have any questions please don't hesitate to give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Slevin", written over the typed name.

Ken Slevin
President

encls
KS/dp

Actor's Equity Association

Branch of Associated Actors and Artists of America

(Affiliated with the AFL-CIO)

National Office
165 West 46th Street
New York, NY 10036
(212) 869-8530

Chicago Office
203 N. Wabash Avenue
Chicago, IL 60601
(312) 641-0393

Los Angeles Office
5757 Wilshire Blvd.
Los Angeles, CA 90036
(323) 634-1750

San Francisco Office
235 Pine Street
San Francisco, CA 94104
(415) 391-3838

EXCLUSIVE MANAGEMENT CONTRACT UNDER EQUITY AGENCY REGULATIONS

THIS AGREEMENT, made and entered into between CUNNINGHAM ESCOTT SLEVIN DOHERTY, an Equity Franchised Agent ("Agent") and CAITLIN SANCHEZ, [REDACTED] ("Actor") in accordance with the Equity Agency Regulations ("Regulations").

1. The Agent shall be the Actor's sole and exclusive agent in the legitimate theatre industry. This contract is limited to the legitimate theatre industry and to contracts of the Actor as an actor in said industry. The Actor warrants he has the right to sign this agreement and has no other agreement in effect which is in conflict herewith. The Agent and the Actor are both bound by the provisions of the Regulations, which govern the relations of members of Actors' Equity Association as actors with agents. Said Regulations as they exist and as they may be amended from time to time (including but not limited to commissions as currently set out below) are made part of this agreement.

2. The term of this contract shall be for a period of 3 YEARS (not in excess of 3 years) commencing APRIL 20 67. The initial contract between Actor and Agent shall not be for more than eighteen months.

3. (a) **COMMISSIONS.** Commissions shall be applicable in accordance with the following schedule: TIER I: Weekly contractual salaries of less than \$275.99 shall not be commissionable except for a service fee of \$50. After ten weeks of public performance, 10% commission shall be applicable. TIER II: Weekly contractual salaries between \$276 and the salary figure which is the average of the LORT C and LORT D Equity Minimum salaries shall not be commissionable except for a service fee of \$100. After ten weeks of public performance, 10% commission shall be applicable. TIER III: For salaries in excess of the LORT C and LORT D minimum salary average, a 10% commission shall be applicable, except that the rehearsal period at minimum salary shall not exceed 5%. In every instance, commission shall be limited to a maximum period of one year if the weekly salary does not exceed the Equity Minimum.

(b) **NON COMMISSIONABLE.** Commissions are not applicable: (i) on salaries which are less than the lowest Off-Broadway Equity minimum; (ii) on the Equity minimum portion of Out-of-Town expenses or per diem; (iii) on Chorus Contracts, in accordance with the Regulations.

(c) **RESPONSIBILITY FOR PAYMENT.** Commission shall be payable when and as monies or other considerations are received by the Actor or anyone else for or on the Actor's behalf. Such commissions shall be payable by the actor to the Agent, as aforesaid, pursuant to this contract and thereafter only as specifically provided herein or in the Regulations. Commission shall also be payable for any Equity employment contracts entered into during the term of this agency agreement and for the duration of such Equity contracts, as well as any modifications, extensions, renewals or substitutions thereof except as otherwise specifically provided in the Regulations.

4. Should the Agent negotiate a contract of employment for the Actor and secure for the Actor a bona fide offer of employment, which offer is communicated by the Agent to the Actor in reasonable detail and in

writing, which offer the Actor declines, and if, after the expiration of the term of this agreement and within 60 days after the date upon which the Agent gives such written information to the Actor, the Actor accepts said offer of employment on substantially the same terms, then the Actor shall be required to pay commissions to the Agent upon such contract of employment. If an Agent employed under a prior agency contract is entitled to collect commissions under the foregoing circumstances, the Agent with whom this contract is executed waives his commissions to the extent that the prior agent is entitled to collect the same.

5. **TERMINATION OF AGENT'S SERVICES.** The Actor may, at any time, by notice in writing to the Agent and to Equity, instruct the Agent that he/she is prohibited from rendering further services to the Actor and from holding himself/herself out as the Actor's agent. This shall not affect the right of the Agent to collect commissions.

6. **TERMINATION OF AGREEMENT.** If during any ninety (90) day period immediately preceding the giving of notice under this clause, the Actor does not receive an offer or offers of employment in accordance with the Regulations, then in such case the Actor or the Agent shall have the right to terminate this agreement by notice to the other in writing with copy to Equity.

7. Any controversy under this contract, or under any contract executed in renewal or extension hereof or in substitution herefor or alleged to have been so executed, or any controversy as to the existence, execution or validity hereof or thereof, or the right of either party to void this or any such contract or alleged contract on any grounds, or the construction, performance, non-performance, operation, breach, continuance or termination of this or any such contract, shall be determined in accordance with the Regulations.

8. The Agent agrees, covenants, represents and warrants as follows:

(a) to be available at all reasonable times for consultation with the Actor in the city or cities named herein during reasonable hours, subject to absence of the person or persons from the office occasioned by business activities outside the office, and subject further to reasonable absences due to illness or reasonable vacation periods.

(b) to maintain an office and telephone open during all reasonable business hours (emergencies such as sudden illness or death excepted) within the city (cities) of NY/LA or its environs, throughout the term of this agreement and that some representative of the Agent will be present at such office during business hours.

(c) to counsel and advise the Actor in matters which concern the Actor's professional interest in the legitimate theatre industry.

(d) to be truthful in his/her statements to the Actor.

(e) not to conceal facts from the Actor, in the performance of this contract, which are pertinent and which the Actor is entitled to know.

(f) to use all reasonable efforts to assist the Actor in procuring employment for the services of the Actor in the legitimate theatre industry.

(g) to maintain the relationship of a fiduciary to the Actor. When instructed by the Actor not to give out information with reference to the Actor's affairs, the Agent will not disclose such information.

(h) not to engage in dishonest or fraudulent practices in making or entering into this contract or the performance thereof.

(i) to consider only the interest of the Actor in any dealings for the Actor pursuant to this contract, and never to consider or act in the interest of the Agent or any producer when such interests are opposed to the interests of the Actor.

(j) to make no binding engagement or other commitments on behalf of the Actor without the approval of the Actor and without first informing the Actor of the terms and conditions of such engagement or commitment.

(k) to be equipped and to continue to be equipped to represent the Actor ably and diligently in the legitimate theatre industry throughout the term of this contract, and to so represent the Actor. The Agent's duties shall include the full representation of the Actor in his/her career in the legitimate theatre industry and are not limited to securing employment.

(l) as to the payment of compensation the Agent shall be obligated to serve the Actor and perform obligations as required herein with respect to any employment contract or to any employment requiring the services of the Actor on which such compensation is based.

9. The Agent may represent actors of the same general qualifications and eligible to perform the same parts or roles, and such representation shall not constitute a violation of the Agent's obligations hereunder. The Agent agrees that prior to the execution of this contract, if the Actor so requests, the Agent will deliver to the Actor a list of the actors of the same qualifications and eligible for the same parts or roles; represented by the Agent.

10. Any situation or circumstance not expressly covered in this agreement or in the Regulations shall be subject to final determination by Equity.

11. RELIANCE UPON SPECIFIC REPRESENTATION. If agent agrees in writing that Actor shall be entitled to the specific services of any agent or agents named below, as a condition of this agreement, Actor may terminate if such agent or agents cease to be available to render such services. This paragraph applies only if initialed below by Agent:

_____	()	_____	()
	Agent's initials		Agent's initials
(Agent/Sub Agent)		(Agent/Sub Agent)	
_____	()	_____	()
	Agent's initials		Agent's initials
(Agent/Sub Agent)		(Agent/Sub Agent)	

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 10 day of APRIL, 20 07.

Note: * In order to be valid, the Actor must receive a copy. No commission shall be paid unless a copy is on file with Equity. One copy to be given to Actor.

** Copy to be filed by Agent with Equity immediately after execution.

Actor:

CAITLIN SANCHEZ

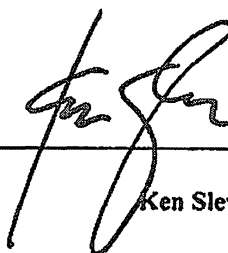
Shelbo Sanchez (mother)

Social Security:

Actor's Address:

Name of Agency: CUNNINGHAM-ESCOTT-SLEVIN-DOHERTY

By: _____



Ken Slevin

Agency Telephone: 212-477-1666

FOR CALIFORNIA ONLY. This provision is inserted in this contract, pursuant to regulations of ACTORS' EQUITY ASSOCIATION, a bona fide labor union, which regulations govern the relations of its members to employment agencies and talent agencies. Reasonable written notice shall be given to the Labor Commissioner of the State of California of the time and place of any arbitration hearing hereunder. The Labor Commissioner of the State of California or his authorized representative, has the right to attend all arbitration hearings. The clauses relating to the Labor Commissioner of the State of California shall not be applicable to cases not falling under the provisions of Section 1700.45 of the Labor Code of the State of California.

THIS TALENT AGENCY IS LICENSED BY THE LABOR COMMISSIONER OF THE STATE OF CALIFORNIA. This talent agency is franchised by the Actors' Equity Association. This form of contract has been approved by the Labor Commissioner of the State of California. January 24, 1986.

EXHIBIT C-1 (Commercials Only)

**AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS
STANDARD AFTRA COMMERCIALS EXCLUSIVE AGENCY CONTRACT
UNDER RULE 12-C**

THIS AGREEMENT made and entered into at New York, New York, by and between
Cunningham Escott Slevin Doherty, hereinafter called the "AGENT," and CAITLIN SANCHEZ,
hereinafter called the "ARTIST."

WITNESSETH:

1. The Artist employs the Agent as his/her sole and exclusive Agent for television and radio commercials (hereinafter referred to as "commercials") within the scope of the regulations (Rule 12-C) of the American Federation of Television and Radio Artists (hereinafter called AFTRA), and agrees not to employ any other person or persons to act for him/her in like capacity during the term hereof, and the Agent accepts such employment. This contract is limited to commercials and to contracts of the Artist as an artist in such fields and any reference hereinafter to contracts or employment whereby the Artist renders his/her services, refers to contracts or employment in commercials, except as otherwise provided herein.
2. The term of this contract shall be for a period of 3 YEARS commencing the 10 day of APRIL 2007

**NOTE— THE INITIAL TERM MAY NOT BE IN EXCESS OF EIGHTEEN MONTHS. A TERM OF UP TO
THREE (3) YEARS MAY BE ENTERED INTO AFTER ONE (1) YEAR'S REPRESENTATION.**

3. (a) The Artist agrees to pay to the Agent a sum equal to 10 per cent (not more than 10%) of all monies or other consideration received by the Artist, directly or indirectly, under contracts of employment entered into during the term specified herein as provided in the Regulations. Commissions shall be payable when and as such monies or other consideration are received by the Artist or by anyone else for or on the Artist's behalf. Rider "G" must be attached where artist agrees to pay commission on employment contracts which were in existence prior to the date artist executes agency contract.

(b) Any monies or other consideration received by the Artist or by anyone for or on his/her behalf, in connection with any termination of any Contract of the Artist on which the Agent would otherwise be entitled to receive commission, or in connection with the settlement of any such contract, or any litigation arising out of such contract, shall also be monies in connection with which the Agent is entitled to the aforesaid commissions; provided, however, that in such event the Artist shall be entitled to deduct arbitration fees, attorney's fees, expenses and court costs before computing the amount upon which the Agent is entitled to his/her commissions.

(c) Such commissions shall be payable by the Artist to the Agent, as aforesaid, during the term of this contract and thereafter only where specifically provided herein.

(d) The agent shall be entitled to the aforesaid commissions after the expiration of the term specified herein, for so long a period thereafter as the Artist continues to receive monies or other consideration under or upon employment contracts entered into by the Artist during the term specified herein, including monies or other consideration received by the Artist under the extended term of such employment contracts, resulting from the exercise of an option or options given an employer under such employment contracts, extending the term of such employment contracts, whether such options be exercised prior to or after the expiration of the term specified herein.

(e) If after the expiration of the term of this agreement and during the period the Agent is entitled to commissions, a contract of employment of the Artist be terminated before the expiration thereof, as said contract may have been extended by the exercise of options therein contained, by joint action of the Artist and employer, or by the action of either of them, other than on account of an Act of God, illness or the like and the Artist enters into a new contract of employment with said employer within a period of sixty (60) days, such new contract shall be deemed to be in substitution of the contract terminated as aforesaid. Contracts of substitution have the same effect as contracts for which they were substituted; provided, however, that any increase or additional salary, bonus or other compensation payable to the Artist (either under such contract of substitution or otherwise) over and above the amounts payable under the contract of employment entered into prior to the expiration of the term of this agreement shall be deemed an adjustment and unless the Agent shall have a valid Agency contract in effect at the time of such adjustment the Agent

shall not be entitled to any commissions on any such adjustment. In no event may a contract of substitution with an employer entered into after the expiration of the term of this agreement, extend the period of time during which the Agent is entitled to commission beyond the period that the Agent would have been entitled to commission had no substitution taken place, except to the extent, if necessary, for the Agent to receive the same total amount of commission he would have received had no such substitution taken place; provided, however, that in no event shall the Agent receive more than the above percentages as commissions on the Artist's adjusted compensation under the contract of substitution. A change in form of an employer for the purpose of evading this provision, or a change in the corporate form of an employer resulting from reorganization or like, shall not exclude the application of these provisions.

(f) So long as the Agent receives commissions from the Artist, the Agent shall be obligated to service the Artist and perform the obligations of this contract with respect to the services of the Artist on which such commissions are based, subject to AFTRA's Regulations Governing Agents.

(g) The Agent has no right to receive money unless the Artist receives the same, or unless the same is received for or on his/her behalf, and then only proportionate in the above percentages when and as received. Money paid pursuant to legal process to the Artist's creditors, or by virtue of assignment or direction of the Artist, and deductions from the Artist's compensation made pursuant to law in the nature of a collection or tax at the source, such as Social Security or Old Age Pension taxes, or income taxes withheld at the source, shall be treated as compensation received for or on the Artist's behalf.

4. Should the Agent, during the term or terms specified herein negotiate a contract of employment for the Artist and secure for the Artist a bona fide offer of employment, which offer is communicated by the Agent to the Artist in reasonable detail and in writing, which offer the Artist declines, and if, after the expiration of the term of this agreement and within ninety (90) days after the date upon which the Agent gives such written information to the Artist, the Artist accepts said offer of employment on substantially the same terms, then the Artist shall be required to pay commissions to the Agent upon such contract of employment. If an Agent previously employed under a prior agency contract is entitled to collect commissions under the foregoing circumstances, the Agent with whom the present contract is executed waives his/her commission to the extent that the prior agent is entitled to collect the same. Where there was in fact an offer communicated to the artist, and the artist acknowledged that he/she in fact received the offer, the fact that the offer had not been reduced to writing may not be used to avoid obligations under this provision.
5. If during the period of 91 days immediately proceeding the giving of notice of termination, the Artist fails to receive compensation in the sum of \$4,000 or more for services and reuse fees for commercials under AFTRA Commercials Contracts in which the Artist was employed during the term of this contract (including a prior contract which this contract renews), then either the Artist or the Agent may terminate the engagement of the Agent hereunder by written notice to the other party. The foregoing right to terminate applies when the Agent is authorized to represent the Artist only for commercials. In the event the Artist is also represented by the Agent under a separate contract for representation in other fields within AFTRA's jurisdiction, the provisions of Section 5 of the Standard AFTRA Exclusive Agency Agreement (Exhibit C) shall govern termination.
6. The Agent may represent other persons. The Agent shall not be required to devote his/her entire time and attention to the business of the Artist. The Agent may make known the fact that he is the sole and exclusive representative of the Artist in the broadcasting industries. In the event of a termination of this contract, even by the fault of the Artist, the Agent has no rights or remedies under the preceding sentence.
7. The Agent agrees that the following persons, and the following persons only, namely

(HERE INSERT NOT MORE THAN FOUR NAMES)

T.J. ESCOTT KEN SLEVIN PAUL DOHERTY

Shall personally supervise the Artist's business during the term of this contract. One of such persons shall be available at all reasonable times for consultation with the Artist at the city or cities named herein. The Agent upon request of the Artist, shall assign any one of such persons who may be available (and at least one of them always shall be available upon reasonable notice from the Artist), to engage in efforts or handle any negotiations for the Artist at such city or its environs and such person shall do so.

8. In order to provide continuity of management, the name or names of not more than four (4) persons connected with the Agent must be written in the following space, and this contract is not valid unless this is done:

(HERE INSERT NOT MORE THAN FOUR NAMES)

T.J. ESCOTT KEN SLEVIN PAUL DOHERTY

In the event three (3) or four (4) persons are so named, at least two (2) of such persons must remain active in the Agency throughout the term of this contract. In the event only one (1) or two (2) persons are so named, at least one (1) such person must remain active in the Agency throughout the term of this contract. If the required number of persons does not remain active with the Agency, the Artist may terminate this contract in accordance with Section XXI of AFTRA's Regulations Governing Agents.

9. The Artist hereby grants to the Agent the right to use the name, portraits and pictures of the Artist to advertise and publicize the Artist in connection with Agent's representation of the Artist hereunder.
10. The Agent agrees:
 - (a) To make no deductions whatsoever from any applicable minimums established by AFTRA under any collective bargaining agreement.
 - (b) At the request of the Artist, to counsel and advise him/her in matters which concern the professional interests of the Artist in the broadcasting industries.
 - (c) The Agent will be truthful in his/her statements to the Artist.
 - (d) The Agent will not make any binding engagement or other commitment on behalf of the Artist, without the approval of the Artist, and without first informing the Artist of the terms and conditions (including compensation) of such engagement
 - (e) The Agent's relationship to the Artist shall be that of a fiduciary. The Agent, when instructed in writing by the Artist not to give out information with reference to the Artist's affairs, will not disclose such information.
 - (f) That the Agent is equipped, and will continue to be equipped, to represent the interests of the Artist ably and diligently in the broadcasting industry throughout the term of this contract, and that he will so represent the Artist.
 - (g) To use all reasonable efforts to assist the Artist in procuring employment for the services of the Artist in the broadcasting industries.
 - (h) The Agent agrees that the Agent will maintain an office and telephone open during all reasonable business hours (emergencies such as sudden illness or death excepted) within the city of NY/LA or its environs, throughout the term of this agreement, and that some representative of the Agent will be present at such office during such business hours. This contract is void unless the blank in this paragraph is filled in with the name of a city at which the Agent does maintain an office for the radio broadcasting and television agency business.
 - (i) At the written request of the Artist, given to the Agent not more often than once every four (4) weeks, the Agent shall give the Artist information in writing, stating what efforts the Agent has rendered on behalf of the Artist within a reasonable time preceding the date of such request.
 - (j) The Agent will not charge or collect any commissions on compensation received by the Artist for services rendered by the Artist in a package show in which the Agent is interested, where prohibited by Section VI of AFTRA's Regulations.
11. This contract is subject to AFTRA's Regulations Governing Agents (Rule 12-C). Any controversy under this contract, or under any contract executed in renewal or extension hereof or in substitution herefor or alleged to have been so executed, or as to the existence, execution or validity hereof or thereof, or the right of either party to avoid this or any such contract or alleged contract on any grounds, or the construction, performance, nonperformance, operation, breach, continuance or termination of this or any such contract, shall be submitted to arbitration in accordance with the arbitration provisions in the regulations regardless of whether either party has terminated or purported to terminate this or any such contract or alleged contract. Under this contract the Agent undertakes to endeavor to secure employment for the Artist.
12. Nothing herein contained shall conflict with any law or regulation authorized by law of the several states or the United States. If any provision hereof or of the Regulations so conflict, it shall not affect or render illegal the remainder of this contract or the Regulations.

(FOR CALIFORNIA ONLY)

This provision is inserted in this contract pursuant to a rule of AFTRA, a bona fide labor union, which Rule regulates the relations of its members to agencies or artists managers. Reasonable written notice shall be given to the Labor Commissioner of the State of California of the time and place of any arbitration hearing hereunder. The Labor Commissioner of the State of California, or his/her authorized representative, has the right to attend all arbitration hearings.

Nothing in this contract nor in AFTRA's Regulations Governing Agents (Rule 12-C) shall be construed so as to abridge or limit any rights, powers or duties of the Labor Commissioner of the State of California.

Whether or not the Agent is the actor's agent at the time this agency contract is executed, it is understood that in executing this contract each party has independent access to the regulations and has relied and will rely exclusively upon his/her own knowledge thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 10 day of APRIL, 20 07

Milda Sanchez (mother)
ARTIST

SS#

Or

Member ID# - for members of AFTRA

AGENT

NOTE: This contract must be signed at least in triplicate. One copy must be promptly delivered by the Agent to AFTRA, one copy must be promptly delivered by the Agent to the Artist, and one copy must be retained by the Agent. If AFTRA has an office in the city where the contract is executed, AFTRA's copy of the contract must be delivered to that office within 15 days of execution; or at the Agent's option, to AFTRA's main office in New York City within 30 days of execution.

This agency is licensed by the Labor Commissioner of the State of California.

This agency is franchised by the American Federation of Television and Radio Artists.

This form of contract has been approved by the Labor Commissioner of the State of California and by the American Federation of Television and Radio Artists.

(The foregoing references to California may be deleted or appropriate substitutions made in other states)

EXHIBIT C

**AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS
STANDARD AFTRA EXCLUSIVE AGENCY CONTRACT**

UNDER RULE 12-C

THIS AGREEMENT made and entered into at New York, New York, by and between

Cunningham Escott Slevin Doherty hereinafter called the "AGENT," and CAITLIN SANCHEZ,
hereinafter called the "ARTIST."

WITNESSETH:

1. The Artist employs the Agent as his/her sole and exclusive Agent in the television and radio industries (hereinafter referred to as the "broadcasting industries") within the scope of the regulations (Rule 12-C) of the American Federation of Television and Radio Artists (hereinafter called AFTRA), and agrees not to employ any other person or persons to act for him/her in like capacity during the term hereof, and the Agent accepts such employment. This contract is limited to the broadcasting industries and to contracts of the Artist as an artist in such fields and any reference hereinafter to contracts or employment whereby the Artist renders his/her services, refers to contracts or employment in the broadcasting industries, except as otherwise provided herein.
2. The term of this contract shall be for a period of 3 YEARS commencing the 10 day of APRIL 2007.

NOTE—THE INITIAL TERM MAY NOT BE IN EXCESS OF EIGHTEEN MONTHS. A TERM OF UP TO THREE (3) YEARS MAY BE ENTERED INTO AFTER ONE (1) YEAR'S REPRESENTATION.

3. (a) The Artist agrees to pay to the Agent a sum equal to 10 per cent (not more than 10%) of all monies or other consideration received by the Artist, directly or indirectly, under contracts of employment entered into during the term specified herein as provided in the Regulations. Commissions shall be payable when and as such monies or other consideration are received by the Artist or by anyone else for or on the Artist's behalf. Rider "G" must be attached where artist agrees to pay commission on employment contracts which were in existence prior to the date artist executes agency contract.
- (b) Any monies or other consideration received by the Artist or by anyone for or on his/her behalf, in connection with any termination of any Contract of the Artist on which the Agent would otherwise be entitled to receive commission, or in connection with the settlement of any such contract, or any litigation arising out of such contract, shall also be monies in connection with which the Agent is entitled to the aforesaid commissions; provided, however, that in such event the Artist shall be entitled to deduct arbitration fees, attorney's fees, expenses and court costs before computing the amount upon which the Agent is entitled to his/her commissions.
- (c) Such commissions shall be payable by the Artist to the Agent, as aforesaid, during the term of this contract and thereafter only where specifically provided herein.
- (d) The agent shall be entitled to the aforesaid commissions after the expiration of the term specified herein, for so long a period thereafter as the Artist continues to receive monies or other consideration under or upon employment contracts entered into by the Artist during the term specified herein, including monies or other consideration received by the Artist under the extended term of such employment contracts, resulting from the exercise of an option or options given an employer under such employment contracts, extending the term of such employment contracts, whether such options be exercised prior to or after the expiration of the term specified herein.
- (e) If after the expiration of the term of this agreement and during the period the Agent is entitled to commissions, a contract of employment of the Artist be terminated before the expiration thereof, as said contract may have been extended by the exercise of options therein contained, by joint action of the Artist and employer, or by the action of either of them, other than on account of an Act of God, illness or the

like and the Artist enters into a new contract of employment with said employer within a period of sixty (60) days, such new contract shall be deemed to be in substitution of the contract terminated as aforesaid. Contracts of substitution have the same effect as contracts for which they were substituted; provided, however, that any increase or additional salary, bonus or other compensation payable to the Artist (either under such contract of substitution or otherwise) over and above the amounts payable under the contract of employment entered into prior to the expiration of the term of this agreement shall be deemed an adjustment and unless the Agent shall have a valid Agency contract in effect at the time of such adjustment the Agent shall not be entitled to any commissions on any such adjustment. In no event may a contract of substitution with an employer entered into after the expiration of the term of this agreement, extend the period of time during which the Agent is entitled to commission beyond the period that the Agent would have been entitled to commission had no substitution taken place, except to the extent, if necessary, for the Agent to receive the same total amount of commission he would have received had no such substitution taken place; provided, however, that in no event shall the Agent receive more than the above percentages as commissions on the Artist's adjusted compensation under the contract of substitution. A change in form of an employer for the purpose of evading this provision, or a change in the corporate form of an employer resulting from reorganization or like, shall not exclude the application of these provisions.

(f) So long as the Agent receives commissions from the Artist, the Agent shall be obligated to service the Artist and perform the obligations of this contract with respect to the services of the Artist on which such commissions are based, subject to AFTRA's Regulations Governing Agents.

(g) The Agent has no right to receive money unless the Artist receives the same, or unless the same is received for or on his/her behalf, and then only proportionate in the above percentages when and as received. Money paid pursuant to legal process to the Artist's creditors, or by virtue of assignment or direction of the Artist, and deductions from the Artist's compensation made pursuant to law in the nature of a collection or tax at the source, such as Social Security or Old Age Pension taxes, or income taxes withheld at the source, shall be treated as compensation received for or on the Artist's behalf.

4. Should the Agent, during the term or terms specified herein negotiate a contract of employment for the Artist and secure for the Artist a bona fide offer of employment, which offer is communicated by the Agent to the Artist in reasonable detail and in writing, which offer the Artist declines, and if, after the expiration of the term of this agreement and within ninety (90) days after the date upon which the Agent gives such written information to the Artist, the Artist accepts said offer of employment on substantially the same terms, then the Artist shall be required to pay commissions to the Agent upon such contract of employment. If an Agent previously employed under a prior agency contract is entitled to collect commissions under the foregoing circumstances, the Agent with whom the present contract is executed waives his/her commission to the extent that the prior agent is entitled to collect the same. Where there was in fact an offer communicated to the artist, and the artist acknowledged that he/she in fact received the offer, the fact that the offer had not been reduced to writing may not be used to avoid obligations under this provision.
5. (a) If during any period of ninety-one (91) days immediately preceding the giving of the notice of termination hereinafter mentioned in this paragraph, the Artist fails to be employed and receive, or be entitled to receive, compensation for ten (10) days' employment, whether such employment is from fields under AFTRA's jurisdiction or any other branch of the entertainment industry in which the Agent may be authorized by written contract to represent the Artist, then either the Artist or the Agent may terminate the employment of the Agent hereunder by written notice to the other party. (1) For purposes of computing the ten (10) days' employment required hereunder, each separate original radio or TV broadcast, whether live or recorded, shall be considered a day's employment, but a rebroadcast, whether recorded or live, or an off-the-line recording, or a prior recording or time spent in rehearsal for any employment in the radio or TV industry, shall not be considered such employment. (2) For the purposes of computing the ten (10) days' employment required hereunder, each master sound recording recorded by the Artist shall be one (1) day's employment: For purposes of computing the ten (10) day's employment required hereunder, the week between Christmas and New Years shall not be counted against the 91-day period.
- (b) The ninety-one (91) day period which is the basis of termination shall be suspended during any period of time which the artist has declared him/herself to be unavailable or has so notified the agent in writing

or has confirmed in writing a written communication from the agent to such effect. The said ninety-one (91) day period which is the basis of termination shall also be suspended (1) during the period of time in which the artist is unable to respond to a call for his/her services by reason of physical or mental incapacity or (2) for such days as the artist may be employed in a field in which the artist is not represented by the agent.

(c) In the event that the Agent has given the Artist notice in writing of a bona fide offer of employment as an Artist in the entertainment industry and at or near the Artist's usual places of employment at a salary and from an employer commensurate with the Artist's prestige (and there is in fact such an offer), which notice sets forth the terms of the proposed employment in detail and the Artist refuses or negligently fails to accept such proffered employment, then the period of guaranteed employment specified in said offer, and the compensation which would have been received thereunder shall be deemed as time worked or compensation received by the Artist in computing the money earned or time worked with reference to the right of the Artist to terminate under the provisions of this paragraph.

(d) No termination under paragraph 5 shall deprive the Agent of the right to receive commissions or compensation on monies earned or received by the Artist prior to the date of termination, or earned or received by the Artist after the date of termination of the Agent's employment on contracts for the Artist's services entered into by the Artist prior to the effective date of any such termination and during the term or terms specified herein, or commission or compensation to which the Agent is entitled pursuant to paragraphs 3(e) and 4 hereof.

(e) The Artist may not exercise the right of termination if at the time he attempts to do so, either:

- (1) the Artist is actually working under written contract or contracts which guarantee the Artist employment in the broadcasting industries for at least one program each week for a period of not less than thirteen (13) consecutive weeks. For the purposes of this sub-paragraph a "program" shall be either (i) a regional network program of one-half (1/2) hour length or more; (ii) a national network program of one-quarter (1/4) hour length or more; or (iii) a program or programs the aggregate weekly compensation for which equals or exceeds the Artist's customary compensation for either (i) or (ii), or
- (2) the Artist is under such written contract, as described in the preceding sub-paragraph "(1)" or in sub-paragraph "(5)" below, and such contract begins within forty-five (45) days after the time the Artist attempts to exercise the right of termination, or
- (3) where the artist attempts to exercise the right of termination during the months of August or September, and the artist is under such written contract as described in the preceding sub-paragraph "(1)" or in sub-paragraph "(5)" below and such contract begins not later than the following October 15th, or
- (4) if during any period of ninety-one (91) days immediately preceding the giving of notice of termination herein referred to, the artist has received, or has been entitled to receive, compensation in an amount equal to not less than thirteen (13) times his/her past customary compensation for a national network program of one-half (1/2) hour's length, whether such employment or compensation is from the broadcasting industries or any other branch of the entertainment industry in which the agent may be authorized by written contract to represent the Artist,
- (5) The Artist is actually working under written contract or contracts which guarantee the Artist either (a) employment in the television broadcasting field for at least one (1) program every other week in a cycle of thirteen (13) consecutive weeks where the program is telecast on an alternate week basis, or (b) employment for at least eight (8) programs in a cycle of thirty-nine (39) consecutive weeks, where the program is telecast on a monthly basis or once every four (4) weeks.

In the cases referred to in sub-paragraphs (1), (2), (3) and (5) above, the ninety-one (91) day period begins upon the termination of the contract referred to in such sub-paragraphs; and for the purpose of such sub-paragraphs any local program which under any applicable AFTRA collective bargaining agreement is the equivalent of a regional or national network program, shall be considered a regional or national network program as the case may be.

(f) Where the Artist is under a contract or contracts for the rendition of his/her services in the entertainment industry in any field in which the agent is authorized to act for the artist, during the succeeding period of One hundred and eighty-two (182) days after the expiration of the ninety-one (91)

day period in question, at a guaranteed compensation for such services of Twenty-five Thousand (\$25,000.00) Dollars or more, or where the Artist is under a contract or contracts for the rendition of his/her services during said 182 day period in the radio, sound recording and/or television fields at a guaranteed compensation for such services of Twenty thousand dollars (\$20,000.00) or more, then the artist may not exercise the right of termination.

(g) Periods of layoff or leave of absence under a term contract shall not be deemed to be periods of unemployment hereunder, unless under said contract the Artist has the right during such period to do other work in the radio or television field or in any other branch of the entertainment industry in which the Agent may be authorized by written contract to represent the Artist. A "term contract" as used herein means a Contract under which the Artist is guaranteed employment in the broadcasting industries for at least one program each week for a period of not less than thirteen (13) consecutive weeks, and also includes any "term contract" as defined in the Regulations of the Screen Actors Guild, Inc. in respect to the motion picture industry, under which the Artist is working. Also, a "term contract" as used herein relating to the television field means a contract under which the Artist is guaranteed employment in the television field as set forth in sub-paragraph (e) (5) above.

(h) Where the Artist has a contract of employment in the broadcasting industries and either the said contract of employment, or any engagement or engagements thereunder, are cancelled by the employer pursuant to any provision of said contract which does not violate any rule or regulation of AFTRA, the Artist shall be deemed to have been employed and to have received compensation for the purposes of paragraph 5(a) for any such cancelled broadcasts, with the following limitation—where a contract providing for more than one program has been so cancelled, the Artist shall not be deemed to have been employed or to have received compensation under such contract, with respect to more than one such program on and after the effective date of cancellation of such contract.

(i) For the purposes of this paragraph 5, where the Artist does not perform a broadcast for which he has been employed but nevertheless is compensated therefor, the same shall be considered employment hereunder.

(j) If at any time during the original or extended term of this contract, broadcasting over a majority of both the radio stations as well as a majority of the television broadcasting stations shall be suspended, the ninety-one (91) days period mentioned in this paragraph 5 shall be extended for the period of such suspension.

6. The Agent may represent other persons. The Agent shall not be required to devote his/her entire time and attention to the business of the Artist. The Agent may make known the fact that he is the sole and exclusive representative of the Artist in the broadcasting industries. In the event of a termination of this contract, even by the fault of the Artist, the Agent has no rights or remedies under the preceding sentence.
7. The Agent agrees that the following persons, and the following persons only, namely

(HERE INSERT NOT MORE THAN FOUR NAMES)

T.J. ESCOTT KEN SLEVIN PAUL DOHERTY

shall personally supervise the Artist's business during the term of this contract. One of such persons shall be available at all reasonable times for consultation with the Artist at the city or cities named herein. The Agent upon request of the Artist, shall assign any one of such persons who may be available (and at least one of them always shall be available upon reasonable notice from the Artist), to engage in efforts or handle any negotiations for the Artist at such city or its environs and such person shall do so.

8. In order to provide continuity of management, the name or names of not more than four (4) persons connected with the Agent must be written in the following space, and this contract is not valid unless this is done:

(HERE INSERT NOT MORE THAN FOUR NAMES)

T.J. ESCOTT KEN SLEVIN PAUL DOHERTY

In the event three (3) or four (4) persons are so named, at least two (2) of such persons must remain active in the Agency throughout the term of this contract. In the event only one (1) or two (2) persons are so named, at least one (1) such person must remain active in the Agency throughout the term of this contract. If the required number of persons does not remain active with the Agency, the Artist may terminate this contract in accordance with Section XXI of AFTRA's Regulations Governing Agents.

9. The Artist hereby grants to the Agent the right to use the name, portraits and pictures of the Artist to advertise and publicize the Artist in connection with Agent's representation of the Artist hereunder.
10. The Agent agrees:
- (a) To make no deductions whatsoever from any applicable minimums established by AFTRA under any collective bargaining agreement.
 - (b) At the request of the Artist, to counsel and advise him/her in matters which concern the professional interests of the Artist in the broadcasting industries.
 - (c) The Agent will be truthful in his/her statements to the Artist.
 - (d) The Agent will not make any binding engagement or other commitment on behalf of the Artist, without the approval of the Artist, and without first informing the Artist of the terms and conditions (including compensation) of such engagement
 - (e) The Agent's relationship to the Artist shall be that of a fiduciary. The Agent, when instructed in writing by the Artist not to give out information with reference to the Artist's affairs, will not disclose such information.
 - (f) That the Agent is equipped, and will continue to be equipped, to represent the interests of the Artist ably and diligently in the broadcasting industry throughout the term of this contract, and that he will so represent the Artist.
 - (g) To use all reasonable efforts to assist the Artist in procuring employment for the services of the Artist in the broadcasting industries.
 - (h) The Agent agrees that the Agent will maintain an office and telephone open during all reasonable business hours (emergencies such as sudden illness or death excepted) within the city of NY/LA or its environs, throughout the term of this agreement, and that some representative of the Agent will be present at such office during such business hours. This contract is void unless the blank in this paragraph is filled in with the name of a city at which the Agent does maintain an office for the radio broadcasting and television agency business.
 - (i) At the written request of the Artist, given to the Agent not more often than once every four (4) weeks, the Agent shall give the Artist information in writing, stating what efforts the Agent has rendered on behalf of the Artist within a reasonable time preceding the date of such request.
 - (j) The Agent will not charge or collect any commissions on compensation received by the Artist for services rendered by the Artist in a package show in which the Agent is interested, where prohibited by Section VI of AFTRA's Regulations.

11. This contract is subject to AFTRA's Regulations Governing Agents (Rule 12-C). Any controversy under this contract, or under any contract executed in renewal or extension hereof or in substitution herefor or alleged to have been so executed, or as to the existence, execution or validity hereof or thereof, or the right of either party to avoid this or any such contract or alleged contract on any grounds, or the construction, performance, nonperformance, operation, breach, continuance or termination of this or any such contract, shall be submitted to arbitration in accordance with the arbitration provisions in the regulations regardless of whether either party has terminated or purported to terminate this or any such contract or alleged contract. Under this contract the Agent undertakes to endeavor to secure employment for the Artist.
12. Nothing herein contained shall conflict with any law or regulation authorized by law of the several states or the United States. If any provision hereof or of the Regulations so conflict, it shall not affect or render illegal the remainder of this contract or the Regulations

(FOR CALIFORNIA ONLY)

This provision is inserted in this contract pursuant to a rule of AFTRA, a bona fide labor union, which Rule regulates the relations of its members to agencies or artists managers. Reasonable written notice shall be given to the Labor Commissioner of the State of California of the time and place of any arbitration hearing hereunder. The Labor Commissioner of the State of California, or his/her authorized representative, has the right to attend all arbitration hearings.

Nothing in this contract nor in AFTRA's Regulations Governing Agents (Rule 12-C) shall be construed so as to abridge or limit any rights, powers or duties of the Labor Commissioner of the State of California.

Whether or not the Agent is the actor's agent at the time this agency contract is executed, it is understood that in executing this contract each party has independent access to the regulations and has relied and will rely exclusively upon his/her own knowledge thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 10th day of April, 2007

Melinda Sanchez (mother)
ARTIST

SS# [REDACTED]

Or

[Signature]
Member ID # - for members of AFTRA

[Signature]
AGENT

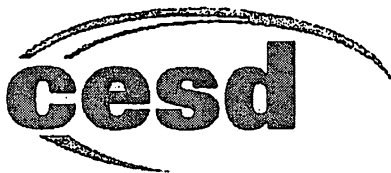
NOTE: This contract must be signed at least in triplicate. One copy must be promptly delivered by the Agent to AFTRA, one copy must be promptly delivered by the Agent to the Artist, and one copy must be retained by the Agent. If AFTRA has an office in the city where the contract is executed, AFTRA's copy of the contract must be delivered to that office within 15 days of execution; or at the Agent's option, to AFTRA's main office in New York City within 30 days of execution.

This agency is licensed by the Labor Commissioner of the State of California.

This agency is franchised by the American Federation of Television and Radio Artists.

This form of contract has been approved by the Labor Commissioner of the State of California and by the American Federation of Television and Radio Artists.

(The foregoing references to California may be deleted or appropriate substitutions made in other states.)



Cunningham • Escott • Slevin • Doherty

TALENT AGENCY

257 PARK AVE. SOUTH / #900 / NEW YORK, NY 10010 / (212) 477-1666 / FAX (212) 979-2011

**RIDER TO
AFTRA STANDARD COMMERCIAL
EXCLUSIVE AGENCY CONTRACT**

Concurrently herewith we are entering into the AFTRA Standard Commercial Agency Contract. Notwithstanding anything to the contrary contained in that agreement, the scope of the contract will also include voice-over performance in radio commercials; voice-over performance in Television, radio and motion picture promos and trailers; voice-over performance in animated films, billboards, dubbing, and looping. Furthermore, the scope will include the actor's on camera and/or voice-over performance in industrial films, documentary films and videos, infomercials, CD-ROMs, CDs, books on tape, and all electronic media.

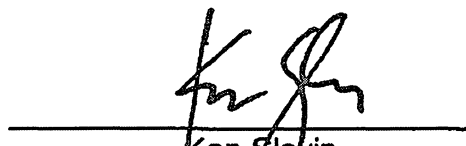
Should Actor's services be utilized in a theatrical voice-over production as opposed to on-camera, then, and in that event, Agent shall be entitled to a commission for such services as set forth in the AFTRA agreement notwithstanding the fact that the actor may have AFTRA representation by someone other than the Agent in the field of theatrical productions.

Except as hereinabove modified and amended, all terms and conditions of the AFTRA Standard Commercial Exclusive Agency Contract shall continue to be in full force and effect.


CAITLIN SANCHEZ

4/10/07

Date


Ken Slevin



Cunningham • Escott • Slevin • Doherty
TALENT AGENCY

257 PARK AVE. SOUTH / #900 / NEW YORK, NY 10010 / (212) 477-1666 / FAX (212) 979-2011

Rider to AFTRA Agency Contracts

The foregoing is an agency contract between Caitlin Sanchez,
(hereinafter called "Actor"); a minor, and HILDA SANCHEZ,
the Actor's Parent/Guardian, (hereinafter called "Parent/Guardian"), whereby each
engages the services for Actor on the terms and conditions of American Federation of
Television and Radio Artists Agency Regulations Rule 12-B. In addition thereto, it is
expressly understood that: (a) Actor and Parent/Guardian are each bound by all terms and
conditions of said contract as a party thereto and (b) that Parent/Guardian shall
unconditionally guarantee the performance of Actor there under on a continuing
guarantee and surety basis.

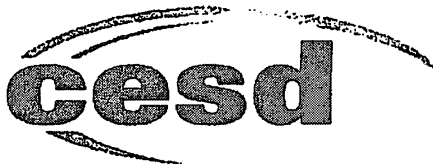
Caitlin Sanchez
Actor (a minor)

Hilda Sanchez (mother)
Parent/Guardian

Agency: _____

By: [Signature]

Date: 4/10/07



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TALENT AGENCY

257 PARK AVE. SOUTH / #900 / NEW YORK, NY 10010 / (212) 477-1666 / FAX (212) 979-2011

NEW YORK APPROVED AGENCY REPRESENTATION AGREEMENT

DATE: 4/10/07

TO: CUNNINGHAM ESCOTT SLEVIN
DOHERTY

This will confirm the following agreement between us:

1. I hereby engage you as my sole and exclusive representative and agent throughout the world for a term of 3 YEARS commencing with the date hereof (the "term").

2. Your duties hereunder shall be to use all reasonable efforts to procure the engagement of my services as an artist, dancer, performer, in the entertainment and related fields throughout the world, including but not limited to merchandising, testimonials, advertising, infomercials, commercial tie-ups, CD-ROMS, CD-Is, interactive media or any other technology now in existence or hereafter utilized. The aforesaid duties outside the continental United States may, at your election, be performed by anyone else appointed by you.

3. You hereby accept this engagement and agree to perform the services specified herein. I understand that you may render other or similar services to other persons, firms and corporations. I agree not to engage any other person, firm or corporation to act for me in the capacity in which I have engaged you. I hereby represent and warrant that I am free to enter into this Agreement and that I do not have and will not have any contract or obligation that will conflict herewith.

4. I agree to pay you TEN percent (10%) of the gross compensation earned or received by me for, or in connection with, (i) any contracts for, or engagements of, my services (collectively and individually hereinafter sometimes referred to as "employment") now in existence, except to such extent that I may be obligated to pay commission on such contracts to another agent, or contracts entered into or negotiated for during the term, including, but not limited to, all gross compensation therefrom, and payments thereon, that are earned or received by me, or become due or payable to me after the expiration of the term, and (ii) for, or in connection with all modifications, renewals, additions, substitutions, supplements, replacements, or extensions of or to such contracts and engagements, whether negotiated during or after the term hereof. You shall continue to perform your obligations hereunder after the term with respect to all employment with respect to which you are entitled to your commission as provided in the immediately preceding sentence. "Gross compensation" includes all forms of compensation, money, things of value or other emoluments (including, but not limited to, salaries, earnings, fees, residuals, royalties, bonuses, monetary consideration, securities and shares of profits or gross receipts) received by me or any person, firm or corporation, partnership, joint venture or other entity now or hereafter owned or controlled by me (hereafter "my firm") or in which I may have any right, title or interest, on my behalf, from such contracts or engagements and modifications, renewals, additions, substitutions, supplements, replacements, and extensions of or to such contracts or engagements, whether or not procured by you or by anyone else as well as from any form of advertising, commercial tie-ups or infomercials using my name, likeness, or voice.

5. In the event that my firm, if any, has or hereafter during the term acquires, directly or indirectly, any right respecting my services in any of the fields covered by this Agreement, then promptly following your request to do so, I shall cause my firm to enter into a written exclusive agency agreement with you with respect to such services upon all of the terms and conditions herein contained, specifically including an agreement by my firm to pay compensation to you as herein provided in Paragraph 4, based upon the gross compensation paid and/or payable to my firm, directly or indirectly, for furnishing my services. For the purposes of this Paragraph 5, the term "gross compensation" shall be deemed to include gross compensation paid and/or payable to my firm if it would have been gross compensation pursuant to Paragraph 4 if paid or payable to me. Notwithstanding the fact that my firm may enter into such agency agreement with you, I shall in all events remain primarily liable, jointly and severally with my firm, to pay compensation to you as provided in Paragraph 4 above, based on the gross compensation paid and/or payable to my firm, directly or indirectly, for furnishing my services; and I shall indemnify you against a failure of my firm to execute said agency agreement, or, if it has executed said agency agreement, any failure of my firm to pay commissions pursuant thereto or otherwise to comply with the provisions thereof, and hold you harmless from any loss, cost, or expense incurred by you as a result of said failure. No waiver, extension, change, or amendment with respect to said agency agreement, nor failure for any reason to execute same, shall be deemed to release me of or from any liability hereunder.

6. No breach or failure by you to perform the terms hereof, which breach or failure would otherwise be deemed a material breach of this Agreement, shall be considered as such unless within thirty days after I acquire knowledge of such breach or failure or of facts sufficient to put me upon notice thereof, I serve written notice upon you of such breach or failure and you do not cure said breach or failure within a period of ten days after your receipt of the notice. This paragraph shall not be deemed to extend or limit the applicable provisions of the General Business Law of the State of New York, Article 37 of the New York State Arts and Cultural Affairs Law, and, insofar as this Agreement refers to any employment subject to the jurisdiction of the State of California, this paragraph shall not be deemed to extend or limit the applicable provisions of Section 1700.44 of the Labor Code of the State of California.

7. Your commissions under this Agreement shall be payable as and when gross compensation is received by you or me, my firm, or any other person or entity on my behalf. From all gross compensation subject to this Agreement which you may receive you shall have the right to deduct the amount of any and all commissions that are due and payable to you hereunder or under any other representation agreement between us. With respect to gross compensation subject to this Agreement which is paid directly to me, my firm, or any other person or entity on my behalf, an amount equal to said commission shall be deemed to be received and held by me or them in trust for you and your commission thereon shall be paid to you promptly after receipt by me or them of such gross compensation.

8. If I am not offered employment which is subject to this Agreement from a responsible employer with respect to my services covered by this Agreement during any period in excess of four consecutive months during the term, during all of which time I am ready, able and willing to accept employment, either party hereto shall have the right to terminate this Agreement by a notice in writing sent to the last known address of the other party by certified mail; provided, however, that such right shall be deemed waived by me (but not as to future four (4) consecutive months of employment) and any exercise thereof by me shall be ineffective if after the expiration of any such four-month period and prior to the time of mailing of the notice, I have accepted an offer for employment by a responsible employer; and provided further that such termination shall not affect your rights or my obligations under Paragraph 4 and 5 of this Agreement.

9. If within four months after the end of the term hereof, I accept any offer on terms similar or reasonably comparable to any offer made to me during the term hereof, from or through the same offeror or any person, firm or corporation directly or indirectly connected with such offeror, the contract resulting therefrom (oral or written) shall be subject to all of the terms hereof, including the payment provisions of Paragraph 4 and 5 above. As to the proceeds of any motion picture, film, tape, wire, transcription, recording, or other reproduction of my services covered by this Agreement, your right to payment under Paragraph 4 and 5 shall continue so long as any of these are used, sold, leased, or otherwise disposed of, whether during or after the term hereof. If I enter into any agreement which would have been otherwise covered by this General Services Agreement within four months after the termination hereof, with any person or business entity as to whom a submission has been made and/or negotiations commenced on my behalf during the term of this Agreement then in said event any such employment contract entered into shall be deemed to have been entered into during the term hereof.

10. Insofar as this Agreement refers to any employment subject to the jurisdiction of the State of California, controversies arising between us under the Labor Code of the State of California and the rules and regulations for the enforcement thereof shall be referred to the Labor Commissioner of the State of California as provided in Section 1700.44 of said Labor Code, except to the extent that the laws of the State of California now or hereafter in effect may permit the reference of any such controversy to any other forum, person or group of persons.

11. This instrument, together with any forms you and I execute, sets forth the entire agreement between us with respect to the fields of endeavor recited in Paragraph 2 of this Agreement. This Agreement shall not become effective until accepted and executed by you. I hereby represent and warrant in executing this Agreement that I have not relied on any statements, promises, representations or inducements, except as specifically set forth herein. This Agreement may not be changed, modified, waived or discharged in whole or in part except by an instrument in writing signed by you and me; provided further that any substantial changes in this Agreement must first be submitted to the City of New York Department of Consumer Affairs, and insofar as this Agreement refers to any employment subject to the jurisdiction of the State of California, approved by the California Labor Commissioner, unless said changes operate to my advantage. This Agreement shall inure to the benefit of and be binding upon you and me and your and my respective heirs, distributees, executors, and administrators.

12. Should any provision of this Agreement be void or unenforceable for any reason, such provision shall be deemed omitted and this Agreement with such provision omitted shall remain in full force and effect.

Wherever the context so requires, the masculine gender shall include and apply to all genders, and the singular shall apply to and include, as well, the plural.

AGREED TO AND ACCEPTED

(Agency)

By: CUNNINGHAM ESCOTT SLEVIN DOHERTY

Address: 257 PARK AVENUE SOUTH

SUITE 900

NEW YORK, NY 10010

Very truly yours,

Caitlin Sanchez (mother)
(Talent)

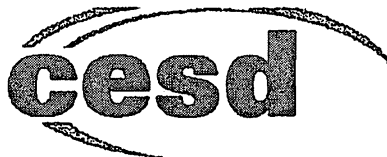
By: CAITLIN SANCHEZ

Social Security No: [REDACTED]

This Talent Agency is licensed by the City of New York Department of Consumer Affairs. The form of this contract has been reviewed without objection by the City of New York Department of Consumer Affairs effective April 22, 2002.

This Talent Agency is licensed by the Labor Commissioner of the State of California. The form of this contract has been approved by the State Labor Commissioner on December 5, 2001.

The Labor Commissioner has no jurisdiction over recording contracts and "Materials and Packages" agreements and therefore, neither approves nor disapproves the provisions of this agreement which pertain or apply thereto.



Cunningham • Escott • Slevin • Doherty

TALENT AGENCY

Mutual Agreement to Arbitrate

This Mutual Agreement to Arbitrate is entered into between Cunningham Escott Slevin Doherty (referred to herein as the "Agency") and (referred to herein as "you" or "your").

Agreement To Arbitrate. All disputes and controversies of every kind and nature whatsoever between the Agency and you arising out of, or in connection with, our representation of you (the "Agency Relationship"), including but not limited to commission disputes, shall be submitted in a timely manner to final and binding arbitration, regardless of whether either party has terminated or purported to terminate the Agency relationship. Said arbitration shall be in accordance with the arbitration provisions of JAMS. The Agency and you shall attempt to mutually agree on an arbitrator within 30 days after either party first notifies the other in writing that it intends to invoke the arbitration procedures and they will utilize the JAMS procedures for selection of an arbitrator only if the parties fail to mutually agree.

Cunningham Escott Slevin Doherty

By: _____

Date: _____

Its: President _____

CLIENT'S ACCEPTANCE

I acknowledge that I have carefully read and understand the foregoing Arbitration Agreement and that I agree to be bound by and comply with all of its terms. I acknowledge that I have entered into this Arbitration Agreement voluntarily and that I am not relying on any representation, oral or written, as to the effect, enforceability or meaning of this Arbitration Agreement, except as specifically set forth in this Arbitration Agreement.

CAITLIN SANCHEZ

Client's Name (Please Print)

Julda Sandy (mother)

Client's Signature

4/10/07

Date



Cunningham • Escott • Slevin • Doherty

TALENT AGENCY

PERSONAL SERVICE AGREEMENT

Date: 4/10/07

This agreement when signed by you as client and by me on behalf of Cunningham Escott Slevin Doherty Talent Agency (hereinafter known as CESD) will constitute a binding agreement for CESD to represent your services exclusively throughout the world. The term of this agreement will be for 2 years.

The scope of which will include but will not be limited to voice-over performance in television commercials, motion picture promos and trailers; voice-over performance in animated films, billboards, dubbing, and looping. Furthermore, the scope will include the actor's on camera and/or voice-over performance in industrial films, documentary films, videos, infomercials, CD-ROMs, CD-Is, books on tape, and all electronic media or any other technology now in existence or hereafter utilized.

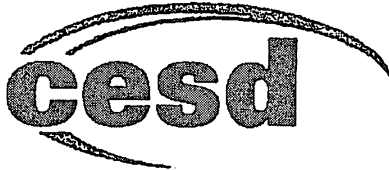
Should Actor's services be utilized in a theatrical voice-over production as opposed to on-camera, then, and in that event, Agent shall be entitled to a commission for such services as set forth above.

CESD will commission your services and you will agree to pay a rate of ten (10%) for any and all employment rendered under this agreement.

Hilda Sanchez (mother)
Client

Ken Slevin
Ken Slevin

4/10/07
Date



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TALENT AGENCY

257 PARK AVE. SOUTH / #900 / NEW YORK, NY 10010 / (212) 477-1666 / FAX (212) 979-2011

PERSONAL SERVICES AGREEMENT (O/C)

Date: 4/10/07

This agreement when signed by you as client and by me on behalf of Cunningham Escott Slevin Doherty Talent Agency (hereinafter known as CESD) will constitute a binding agreement for CESD to represent your services exclusively throughout the world. The term of this agreement will be for 3 years.

The scope of which will include but will not be limited to the actor's on camera performances in television commercials, industrial films, documentary films, videos, infomercials, CD-ROMs, CD-Is and all electronic media or any other technology now in existence or hereafter utilized.

CESD will commission your services and you will agree to pay a rate of ten (10%) for any and all employment rendered under this agreement.

Julia Sandy (mother)
Client

Ken Slevin
Ken Slevin

4/10/07
Date



Cunningham • Escott • Slevin • Doherty
TALENT AGENCY

HOSTING PERSONAL SERVICE AGREEMENT

Date: 4/10/07

This agreement when signed by you as client and by me on behalf of Cunningham Escott Slevin Doherty Talent Agency (hereinafter known as CESD) will constitute a binding agreement for CESD to represent your services exclusively in the area of hosting throughout the world. The term of this agreement will be for 3 years.

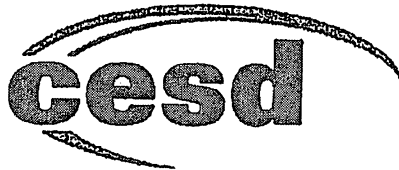
The scope shall also include you as on On-Camera performer in television programs with regards to being an expert and/or a personality in your particular field etc.

CESD will commission your services and you will agree to pay a rate of ten (10%) for any and all employment rendered under this agreement.

Shida Sandy (mother)
Client

Ken Slevin
Ken Slevin

4/10/07
Date



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TALENT AGENCY

257 PARK AVE. SOUTH / #900 / NEW YORK, NY 10010 / (212) 477-1666 / FAX (212) 979-2011

CONTINUITY OF MANAGEMENT WAIVER

A.F.T.R.A.

Attn: Agency Department
260 Madison Avenue
New York, NY 10016

To whom it may concern:

Enclosed for your records please find fully executed copies of the A.F.T.R.A Standard Exclusive Agency Contracts under Rule 12-C, between Cunningham Escott Slevin Doherty and

CAITLIN SANCHEZ for a period of 3 years
dated 4/10/07.

These contracts were submitted to CAITLIN SANCHEZ well in advance of the expiration of his/her previous agency contracts with us, but CAITLIN SANCHEZ did not sign until _____.

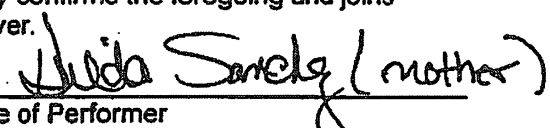
We have been continuously representing CAITLIN SANCHEZ during the interim period and have been receiving commissions in respect to engagements entered into on behalf of CAITLIN SANCHEZ.

Please kindly acknowledge receipt of the foregoing contracts and grant the waiver by signing and returning a copy of this letter.

Sincerely,

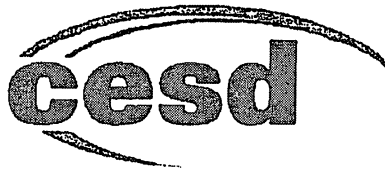

Ken Slevin
President

The undersigned, CAITLIN SANCHEZ, hereby confirms the foregoing and joins Cunningham Escott Slevin Doherty in its request for a waiver.

 (mother)
Signature of Performer

Above contracts received and waiver granted: A.F.T.R.A.

By: _____



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TALENT AGENCY

257 PARK AVE. SOUTH / #900 / NEW YORK, NY 10010 / (212) 477-1666 / FAX (212) 979-2011

A.F.T.R.A.
Nancy Fox
260 Madison Avenue
New York, NY 10016

LATE FILING WAIVER

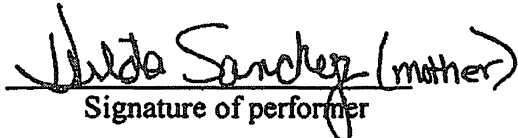
ATTEN: AGENCY DIVISION

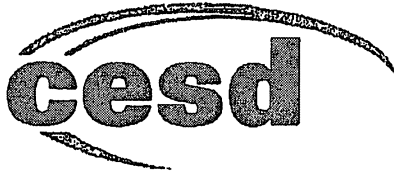
CAITLIN SANCHEZ was unable to sign his/her contracts because he/she was not available at the time he/she was due to renew.

Therefore, we are requesting a waiver for late filing. Please be advised this is a new/
renewal contracts commencing and dated on 4/10/07.

Thank you.


Ken Slevin
President


Signature of performer



Cunningham • Escott • Slevin • Doherty
TALENT AGENCY

EXHIBIT "F"

AMERICAN FEDERATION OF TELEVISION AND RADIO ARTIST (AFTRA)

RIDER TO BE ATTACHED TO AFTRA EXCLUSIVE AGENCY CONTRACT
EXHIBIT "C" COVERING Sound Recordings

The following shall be deemed part of standard AFTRA exclusive agency contracts to be which it is attached.

This contract also includes the Artist's services for sound recordings, and the term "broadcasting industry" shall also include the sound recordings field, provided the Artist has initialed this rider.

HS. (mother)
(Artist's Initials)



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TALENT AGENCY

257 PARK AVE. SOUTH / #900 / NEW YORK, NY 10010 / (212) 477-1666 / FAX (212) 979-2011

To: Cunningham Escott Slevin Doherty

Re: Minor Agency Agreement Guarantee

As an inducement to your Agency for representation of Caitlin Sanchez ("Artist"), the undersigned ("Guarantor") absolutely and unconditionally guarantees to Agency the timely payment of all amounts that Artist may at any time owe under the Agency Agreement, or any extensions, renewals, or modifications thereof. Guarantor further guarantees to Agency the full, faithful, and timely performance by Artist of his or her obligations under the Agency Agreement, or any extensions, renewals, or modifications thereof. If Artist shall default at any time in the payment of commissions or any other sums, costs, or charges, or in the performance of any covenant or obligation under the Agency Agreement, then Guarantor, at Guarantor's expense, shall on demand by Agency fully and promptly pay all commissions, sums, costs, and charges to be paid and perform all other covenants and obligations to be performed by Artist. In addition, Guarantor shall on demand by Agency pay to Agency all sums due to Agency, damages, and all expenses (including, without limitation, court costs and reasonable attorney fees) that may arise in consequence of Artist's default.

The obligations of Guarantor under this Guaranty are independent of, and may exceed, the obligations of Artist. A separate action may, at Agency's option, be brought and prosecuted against Guarantor, whether or not any action is first or subsequently brought against Artist, or whether or not Artist is joined in any action, and Guarantor may be joined in any action or proceeding commenced by Agency against Artist arising out of, in connection with, or based upon the Agency Agreement. Guarantor waives any right to

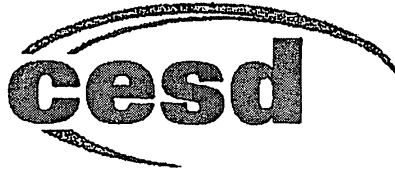
- (a) require Agency to proceed against Artist or any other person or entity or pursue any other remedy;
- (b) complain of delay in the enforcement of Agency's rights under the Agency Agreement; and
- (c) raise any defense arising by reason of any minority, disability or other defense of Artist or by reason of the cessation from any cause of the liability of Artist. Guarantor waives all demands upon and notices to Artist and to Guarantor, including, without limitation, demands for performance, notices of nonperformance, notices of non-payment, and notices of acceptance of this Guarantee.

If this Guarantee is signed, or if the obligations of Artist are otherwise guaranteed, by more than one party, their obligations shall be joint and several, and the release or limitation of liability of any one or more of the guarantors shall not release or limit the liability of any other guarantors. In addition to the amounts guaranteed, Guarantor agrees to pay reasonable attorney fees and all other costs and expenses incurred by Agency in enforcing this Guarantee or in any action or proceeding arising out of, or relating to, this Guarantee.

GUARANTOR:

Dated: 4/10/07

Mido Sanchez (mother)



Cunningham • Escott • Slevin • Doherty

TALENT AGENCY

257 PARK AVE. SOUTH / #900 / NEW YORK, NY 10010 / (212) 477-1666 / FAX (212) 979-2011

Continuity Rider

1. This Continuity Rider is entered into concurrently with the parties entering into a General Services Agreement, and as a rider thereto. It provides the client with a right to terminate such General Services Agreement under certain circumstances. Nothing contained herein is intended to limit any termination rights otherwise provided under (i) the General Services Agreement, (ii) federal, state or local law, or (iii) any then existing franchise agreement between the agent and the guilds/unions in which the client is a member.
2. The three persons names below are responsible for the day to day management operations and continuity of the agency.
3. The agent shall promptly provide the client with written notice in the event that all persons named in this Continuity Rider are no longer available to render services to the client, whether by reason of death, disability, retirement or otherwise. The client may terminate the General Services Agreement by written notice to the agent within fifteen days of the client's receipt of the agent's notice.
4. If the client does not so terminate the General Services Agreement, the parties shall engage in a process wherein the agency shall insert one (1) name and the client shall insert one (1) name.

Names:

T.J. Escott

Ken Slevin

Paul Doherty

Initials:

KS (mother)

Client

4/10/07

Date



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TALENT AGENCY

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NEW YORK APPROVED AGENCY REPRESENTATION AGREEMENT

DATE: 4/10/07

TO: CUNNINGHAM ESCOTT SLEVIN
DOHERTY

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1. I hereby engage you as my sole and exclusive representative and agent throughout the world for a term of 3 YEARS commencing with the date hereof (the "term").
2. Your duties hereunder shall be to use all reasonable efforts to procure the engagement of my services as an artist, dancer, performer, in the entertainment and related fields throughout the world, including but not limited to merchandising, testimonials, advertising, infomercials, commercial tie-ups, CD-ROMS, CD-Is, interactive media or any other technology now in existence or hereafter utilized. The aforesaid duties outside the continental United States may, at your election, be performed by anyone else appointed by you.
3. You hereby accept this engagement and agree to perform the services specified herein. I understand that you may render other or similar services to other persons, firms and corporations. I agree not to engage any other person, firm or corporation to act for me in the capacity in which I have engaged you. I hereby represent and warrant that I am free to enter into this Agreement and that I do not have and will not have any contract or obligation that will conflict herewith.
4. I agree to pay you TEN percent (10%) of the gross compensation earned or received by me for, or in connection with, (i) any contracts for, or engagements of, my services (collectively and individually hereinafter sometimes referred to as "employment") now in existence, except to such extent that I may be obligated to pay commission on such contracts to another agent, or contracts entered into or negotiated for during the term, including, but not limited to, all gross compensation therefrom, and payments thereon, that are earned or received by me, or become due or payable to me after the expiration of the term, and (ii) for, or in connection with all modifications, renewals, additions, substitutions, supplements, replacements, or extensions of or to such contracts and engagements, whether negotiated during or after the term hereof. You shall continue to perform your obligations hereunder after the term with respect to all employment with respect to which you are entitled to your commission as provided in the immediately preceding sentence. "Gross compensation" includes all forms of compensation, money, things of value or other emoluments (including, but not limited to, salaries, earnings, fees, residuals, royalties, bonuses, monetary consideration, securities and shares of profits or gross receipts) received by me or any person, firm or corporation, partnership, joint venture or other entity now or hereafter owned or controlled by me (hereafter "my firm") or in which I may have any right, title or interest, on my behalf, from such contracts or engagements and modifications, renewals, additions, substitutions, supplements, replacements, and extensions of or to such contracts or engagements, whether or not procured by you or by anyone else as well as from any form of advertising, commercial tie-ups or infomercials using my name, likeness, or voice.

5. In the event that my firm, if any, has or hereafter during the term acquires, directly or indirectly, any right respecting my services in any of the fields covered by this Agreement, then promptly following your request to do so, I shall cause my firm to enter into a written exclusive agency agreement with you with respect to such services upon all of the terms and conditions herein contained, specifically including an agreement by my firm to pay compensation to you as herein provided in Paragraph 4, based upon the gross compensation paid and/or payable to my firm, directly or indirectly, for furnishing my services. For the purposes of this Paragraph 5, the term "gross compensation" shall be deemed to include gross compensation paid and/or payable to my firm if it would have been gross compensation pursuant to Paragraph 4 if paid or payable to me. Notwithstanding the fact that my firm may enter into such agency agreement with you, I shall in all events remain primarily liable, jointly and severally with my firm, to pay compensation to you as provided in Paragraph 4 above, based on the gross compensation paid and/or payable to my firm, directly or indirectly, for furnishing my services; and I shall indemnify you against a failure of my firm to execute said agency agreement, or, if it has executed said agency agreement, any failure of my firm to pay commissions pursuant thereto or otherwise to comply with the provisions thereof, and hold you harmless from any loss, cost, or expense incurred by you as a result of said failure. No waiver, extension, change, or amendment with respect to said agency agreement, nor failure for any reason to execute same, shall be deemed to release me of or from any liability hereunder.

6. No breach or failure by you to perform the terms hereof, which breach or failure would otherwise be deemed a material breach of this Agreement, shall be considered as such unless within thirty days after I acquire knowledge of such breach or failure or of facts sufficient to put me upon notice thereof, I serve written notice upon you of such breach or failure and you do not cure said breach or failure within a period of ten days after your receipt of the notice. This paragraph shall not be deemed to extend or limit the applicable provisions of the General Business Law of the State of New York, Article 37 of the New York State Arts and Cultural Affairs Law, and, insofar as this Agreement refers to any employment subject to the jurisdiction of the State of California, this paragraph shall not be deemed to extend or limit the applicable provisions of Section 1700.44 of the Labor Code of the State of California.

7. Your commissions under this Agreement shall be payable as and when gross compensation is received by you or me, my firm, or any other person or entity on my behalf. From all gross compensation subject to this Agreement which you may receive you shall have the right to deduct the amount of any and all commissions that are due and payable to you hereunder or under any other representation agreement between us. With respect to gross compensation subject to this Agreement which is paid directly to me, my firm, or any other person or entity on my behalf, an amount equal to said commission shall be deemed to be received and held by me or them in trust for you and your commission thereon shall be paid to you promptly after receipt by me or them of such gross compensation.

8. If I am not offered employment which is subject to this Agreement from a responsible employer with respect to my services covered by this Agreement during any period in excess of four consecutive months during the term, during all of which time I am ready, able and willing to accept employment, either party hereto shall have the right to terminate this Agreement by a notice in writing sent to the last known address of the other party by certified mail; provided, however, that such right shall be deemed waived by me (but not as to future four (4) consecutive months of employment) and any exercise thereof by me shall be ineffective if after the expiration of any such four-month period and prior to the time of mailing of the notice, I have accepted an offer for employment by a responsible employer; and provided further that such termination shall not affect your rights or my obligations under Paragraph 4 and 5 of this Agreement.

9. If within four months after the end of the term hereof, I accept any offer on terms similar or reasonably comparable to any offer made to me during the term hereof, from or through the same offeror or any person, firm or corporation directly or indirectly connected with such offeror, the contract resulting therefrom (oral or written) shall be subject to all of the terms hereof, including the payment provisions of Paragraph 4 and 5 above. As to the proceeds of any motion picture, film, tape, wire, transcription, recording, or other reproduction of my services covered by this Agreement, your right to payment under Paragraph 4 and 5 shall continue so long as any of these are used, sold, leased, or otherwise disposed of, whether during or after the term hereof. If I enter into any agreement which would have been otherwise covered by this General Services Agreement within four months after the termination hereof, with any person or business entity as to whom a submission has been made and/or negotiations commenced on my behalf during the term of this Agreement then in said event any such employment contract entered into shall be deemed to have been entered into during the term hereof.

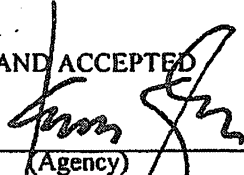
10. Insofar as this Agreement refers to any employment subject to the jurisdiction of the State of California, controversies arising between us under the Labor Code of the State of California and the rules and regulations for the enforcement thereof shall be referred to the Labor Commissioner of the State of California as provided in Section 1700.44 of said Labor Code, except to the extent that the laws of the State of California now or hereafter in effect may permit the reference of any such controversy to any other forum, person or group of persons.

11. This instrument, together with any forms you and I execute, sets forth the entire agreement between us with respect to the fields of endeavor recited in Paragraph 2 of this Agreement. This Agreement shall not become effective until accepted and executed by you. I hereby represent and warrant in executing this Agreement that I have not relied on any statements, promises, representations or inducements, except as specifically set forth herein. This Agreement may not be changed, modified, waived or discharged in whole or in part except by an instrument in writing signed by you and me; provided further that any substantial changes in this Agreement must first be submitted to the City of New York Department of Consumer Affairs, and insofar as this Agreement refers to any employment subject to the jurisdiction of the State of California, approved by the California Labor Commissioner, unless said changes operate to my advantage. This Agreement shall inure to the benefit of and be binding upon you and me and your and my respective heirs, distributees, executors, and administrators.

12. Should any provision of this Agreement be void or unenforceable for any reason, such provision shall be deemed omitted and this Agreement with such provision omitted shall remain in full force and effect.

Wherever the context so requires, the masculine gender shall include and apply to all genders, and the singular shall apply to and include, as well, the plural.

AGREED TO AND ACCEPTED



(Agency)

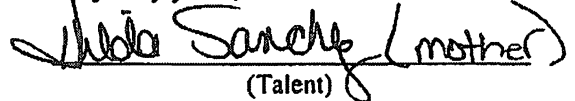
By: CUNNINGHAM ESCOTT SLEVIN DOHERTY

Address: 257 PARK AVENUE SOUTH

SUITE 900

NEW YORK, NY 10010

Very truly yours,



(Talent)

By: CAITLIN SANCHEZ

Social Security No: [REDACTED]

This Talent Agency is licensed by the City of New York Department of Consumer Affairs. The form of this contract has been reviewed without objection by the City of New York Department of Consumer Affairs effective April 22, 2002.

This Talent Agency is licensed by the Labor Commissioner of the State of California. The form of this contract has been approved by the State Labor Commissioner on December 5, 2001.

The Labor Commissioner has no jurisdiction over recording contracts and "Materials and Packages" agreements and therefore, neither approves nor disapproves the provisions of this agreement which pertain or apply thereto.



Cunningham • Escott • Slevin • Doherty
TALENT AGENCY

Mutual Agreement to Arbitrate

This Mutual Agreement to Arbitrate is entered into between Cunningham Escott Slevin Doherty (referred to herein as the "Agency") and (referred to herein as "you" or "your").

Agreement To Arbitrate. All disputes and controversies of every kind and nature whatsoever between the Agency and you arising out of, or in connection with, our representation of you (the "Agency Relationship"), including but not limited to commission disputes, shall be submitted in a timely manner to final and binding arbitration, regardless of whether either party has terminated or purported to terminate the Agency relationship. Said arbitration shall be in accordance with the arbitration provisions of JAMS. The Agency and you shall attempt to mutually agree on an arbitrator within 30 days after either party first notifies the other in writing that it intends to invoke the arbitration procedures and they will utilize the JAMS procedures for selection of an arbitrator only if the parties fail to mutually agree.

Cunningham Escott Slevin Doherty

By: [Signature]

Date: 5/24/07

Its: President [Signature]

CLIENT'S ACCEPTANCE

I acknowledge that I have carefully read and understand the foregoing Arbitration Agreement and that I agree to be bound by and comply with all of its terms. I acknowledge that I have entered into this Arbitration Agreement voluntarily and that I am not relying on any representation, oral or written, as to the effect, enforceability or meaning of this Arbitration Agreement, except as specifically set forth in this Arbitration Agreement.

CAITLIN SANCHEZ

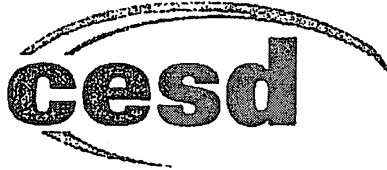
Client's Name (Please Print)

[Signature: Julia Sandy (mother)]

Client's Signature

4/10/07

Date



Cunningham • Escott • Slevin • Doherty

TALENT AGENCY

PERSONAL SERVICE AGREEMENT

Date: 4/10/07

This agreement when signed by you as client and by me on behalf of Cunningham Escott Slevin Doherty Talent Agency (hereinafter known as CESD) will constitute a binding agreement for CESD to represent your services exclusively throughout the world. The term of this agreement will be for 3 years.

The scope of which will include but will not be limited to voice-over performance in television commercials, motion picture promos and trailers; voice-over performance in animated films, billboards, dubbing, and looping. Furthermore, the scope will include the actor's on camera and/or voice-over performance in industrial films, documentary films, videos, infomercials, CD-ROMs, CD-Is, books on tape, and all electronic media or any other technology now in existence or hereafter utilized.

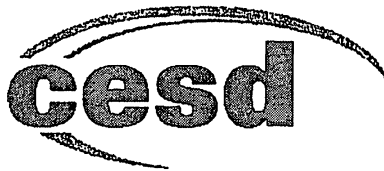
Should Actor's services be utilized in a theatrical voice-over production as opposed to on-camera, then, and in that event, Agent shall be entitled to a commission for such services as set forth above.

CESD will commission your services and you will agree to pay a rate of ten (10%) for any and all employment rendered under this agreement.

Hilda Sandoz (mother)
Client

Ken Slevin
Ken Slevin

4/10/07
Date



Cunningham • Escott • Slevin • Doherty

TALENT AGENCY

257 PARK AVE. SOUTH / #900 / NEW YORK, NY 10010 / (212) 477-1666 / FAX (212) 979-2011

PERSONAL SERVICES AGREEMENT (O/C)

Date: 4/10/07

This agreement when signed by you as client and by me on behalf of Cunningham Escott Slevin Doherty Talent Agency (hereinafter known as CESD) will constitute a binding agreement for CESD to represent your services exclusively throughout the world. The term of this agreement will be for 3 years.

The scope of which will include but will not be limited to the actor's on camera performances in television commercials, industrial films, documentary films, videos, infomercials, CD-ROMs, CD-Is and all electronic media or any other technology now in existence or hereafter utilized.

CESD will commission your services and you will agree to pay a rate of ten (10%) for any and all employment rendered under this agreement.

Milda Sanchez (mother)
Client

Ken Slevin
Ken Slevin

4/10/07
Date



Cunningham • Escott • Slevin • Doherty
TALENT AGENCY

HOSTING PERSONAL SERVICE AGREEMENT

Date: 4/10/07

This agreement when signed by you as client and by me on behalf of Cunningham Escott Slevin Doherty Talent Agency (hereinafter known as CESD) will constitute a binding agreement for CESD to represent your services exclusively in the area of hosting throughout the world. The term of this agreement will be for 3 years.

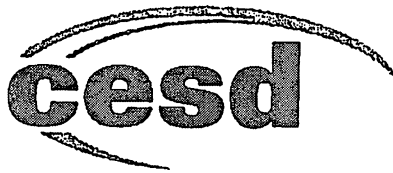
The scope shall also include you as on On-Camera performer in television programs with regards to being an expert and/or a personality in your particular field etc.

CESD will commission your services and you will agree to pay a rate of ten (10%) for any and all employment rendered under this agreement.

Wanda Sanchez (mother)
Client

Ken Slevin
Ken Slevin

4/10/07
Date



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TALENT AGENCY

257 PARK AVE. SOUTH / #900 / NEW YORK, NY 10010 / (212) 477-1666 / FAX (212) 979-2011

CONTINUITY OF MANAGEMENT WAIVER

A.F.T.R.A.
Attn: Agency Department
260 Madison Avenue
New York, NY 10016

To whom it may concern:

Enclosed for your records please find fully executed copies of the A.F.T.R.A Standard Exclusive Agency Contracts under Rule 12-C, between Cunningham Escott Slevin Doherty and

CATLIN SANCHEZ for a period of 3 years
dated 4/10/07.

These contracts were submitted to CATLIN SANCHEZ well in advance of the expiration of his/her previous agency contracts with us, but CATLIN SANCHEZ did not sign until _____.

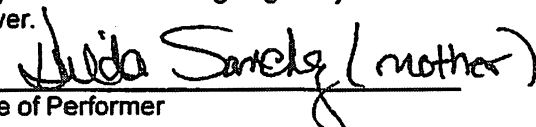
We have been continuously representing CATLIN SANCHEZ during the interim period and have been receiving commissions in respect to engagements entered into on behalf of CATLIN SANCHEZ.

Please kindly acknowledge receipt of the foregoing contracts and grant the waiver by signing and returning a copy of this letter.

Sincerely,

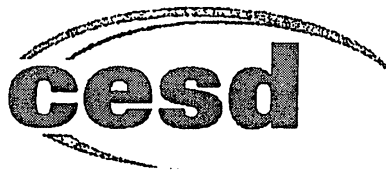

Ken Slevin
President

The undersigned, CATLIN SANCHEZ, hereby confirms the foregoing and joins Cunningham Escott Slevin Doherty in its request for a waiver.

 (mother)
Signature of Performer

Above contracts received and waiver granted: A.F.T.R.A.

By: _____



Cunningham • Escott • Slevin • Doherty
TALENT AGENCY

257 PARK AVE. SOUTH / #900 / NEW YORK, NY 10010 / (212) 477-1666 / FAX (212) 979-2011

A.F.T.R.A.
Nancy Fox
260 Madison Avenue
New York, NY 10016

LATE FILING WAIVER

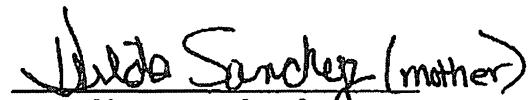
ATTEN: AGENCY DIVISION

CAITLIN SANCHEZ was unable to sign his/her contracts because he/she was not available at the time he/she was due to renew.

Therefore, we are requesting a waiver for late filing. Please be advised this is a new/renewal contracts commencing and dated on 4/10/07.

Thank you.

Ken Slevin
President


Signature of performer



Cunningham • Escott • Slevin • Doherty
TALENT AGENCY

EXHIBIT "F"

AMERICAN FEDERATION OF TELEVISION AND RADIO ARTIST (AFTRA)

RIDER TO BE ATTACHED TO AFTRA EXCLUSIVE AGENCY CONTRACT
EXHIBIT "C" COVERING Sound Recordings

The following shall be deemed part of standard AFTRA exclusive agency contracts to be which it is attached.

This contract also includes the Artist's services for sound recordings, and the term "broadcasting industry" shall also include the sound recordings field, provided the Artist has initialed this rider.

H.S. (mother)
(Artist's Initials)



Cunningham • Escott • Slevin • Doherty
TALENT AGENCY

257 PARK AVE. SOUTH / #900 / NEW YORK, NY 10010 / (212) 477-1666 / FAX (212) 979-2011

To: Cunningham Escott Slevin Doherty

Re: Minor Agency Agreement Guarantee

As an inducement to your Agency for representation of CAITLIN SANCHEZ ("Artist"), the undersigned ("Guarantor") absolutely and unconditionally guarantees to Agency the timely payment of all amounts that Artist may at any time owe under the Agency Agreement, or any extensions, renewals, or modifications thereof. Guarantor further guarantees to Agency the full, faithful, and timely performance by Artist of his or her obligations under the Agency Agreement, or any extensions, renewals, or modifications thereof. If Artist shall default at any time in the payment of commissions or any other sums, costs, or charges, or in the performance of any covenant or obligation under the Agency Agreement, then Guarantor, at Guarantor's expense, shall on demand by Agency fully and promptly pay all commissions, sums, costs, and charges to be paid and perform all other covenants and obligations to be performed by Artist. In addition, Guarantor shall on demand by Agency pay to Agency all sums due to Agency, damages, and all expenses (including, without limitation, court costs and reasonable attorney fees) that may arise in consequence of Artist's default.

The obligations of Guarantor under this Guaranty are independent of, and may exceed, the obligations of Artist. A separate action may, at Agency's option, be brought and prosecuted against Guarantor, whether or not any action is first or subsequently brought against Artist, or whether or not Artist is joined in any action, and Guarantor may be joined in any action or proceeding commenced by Agency against Artist arising out of, in connection with, or based upon the Agency Agreement. Guarantor waives any right to

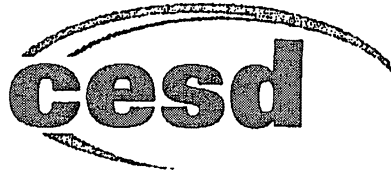
- (a) require Agency to proceed against Artist or any other person or entity or pursue any other remedy;
- (b) complain of delay in the enforcement of Agency's rights under the Agency Agreement; and
- (c) raise any defense arising by reason of any minority, disability or other defense of Artist or by reason of the cessation from any cause of the liability of Artist. Guarantor waives all demands upon and notices to Artist and to Guarantor, including, without limitation, demands for performance, notices of nonperformance, notices of non-payment, and notices of acceptance of this Guarantee.

If this Guarantee is signed, or if the obligations of Artist are otherwise guaranteed, by more than one party, their obligations shall be joint and several, and the release or limitation of liability of any one or more of the guarantors shall not release or limit the liability of any other guarantors. In addition to the amounts guaranteed, Guarantor agrees to pay reasonable attorney fees and all other costs and expenses incurred by Agency in enforcing this Guarantee or in any action or proceeding arising out of, or relating to, this Guarantee.

GUARANTOR:

Dated: 4/10/07

Mido Sanchez (mother)



Cunningham • Escott • Slevin • Doherty

TALENT AGENCY

257 PARK AVE. SOUTH / #900 / NEW YORK, NY 10010 / (212) 477-1666 / FAX (212) 979-2011

Continuity Rider

1. This Continuity Rider is entered into concurrently with the parties entering into a General Services Agreement, and as a rider thereto. It provides the client with a right to terminate such General Services Agreement under certain circumstances. Nothing contained herein is intended to limit any termination rights otherwise provided under (i) the General Services Agreement, (ii) federal, state or local law, or (iii) any then existing franchise agreement between the agent and the guilds/unions in which the client is a member.
2. The three persons names below are responsible for the day to day management operations and continuity of the agency.
3. The agent shall promptly provide the client with written notice in the event that all persons named in this Continuity Rider are no longer available to render services to the client, whether by reason of death, disability, retirement or otherwise. The client may terminate the General Services Agreement by written notice to the agent within fifteen days of the client's receipt of the agent's notice.
4. If the client does not so terminate the General Services Agreement, the parties shall engage in a process wherein the agency shall insert one (1) name and the client shall insert one (1) name.

Names:

T.J. Escott

Ken Slevin

Paul Doherty

Initials:

KS (mother)
Client

4/10/07
Date