

December 6, 1963

Mr. James H. Martin
Dallas, Texas

Dear Mr. Martin:

I desire to obtain your services in my affairs; I seek your advice, counsel, guidance, direction, instruction, suggestion, recommendation, initiative and decision in all of my personal and business affairs. You have agreed to so serve and act on my behalf and that of my children and in view thereof, we are agreed as follows:

That I do hereby engage you as my personal manager for a period of ten years from this date, and that through and during this period and term hereof, you agree to perform for me one or more of the following services: advise and counsel with me in the selection of any and all business ventures which might be undertaken by me; Advise and counsel with me in any and all matters pertaining to publicity, public relations and advertising of any and all kinds in the furtherance of my affairs; To be responsible for all news releases and/or press releases concerning my affairs, and the determination of the proper time, place and events to be covered by such releases and/or public appearances whether same be live for television or motion picture distribution. Advise, counsel and conclude any agreements with any employment agencies for engagements by me and/or for the sale of any movie rights, magazine rights, books, rights, or any other medium or media desiring my appearance, story, picture or pictures and which in your sole discretion is proper and advisable for me to undertake.

You will authorize me and approve for and in my behalf and in your discretion and decision the following: Approve and permit the use of my name, photographs, likeness, voice, sound effects, caricatures, person for all publicity, advertising and the promotion of any and all ventures desired by you to be undertaken by me and for the performance by me of any appearance or services; You are authorized, empowered and directed by me to execute for me and in my name and stead and in my behalf, any and all agreements, documents, contracts for my services, talents, memoirs, history, story, or otherwise; Collect and receive for me as well as to endorse my name thereupon, all checks, and all cash, payable to me for my services as above set out, and to pay over such sums to my account after deducting therefrom any sum owing to you; Encourage as well as discharge all documents for me and in my name; You are not required to make any loans or advances to me or for my account, but in the event you

do so, I shall repay them promptly, and I hereby authorize you to deduct the amount of any such loan or advances from any sum you may receive for any account. The powers, authority and rights herein given to you by me are coupled with an interest in the subject matter of the agreement and that such agreement is irrevocable during the term hereof.

I agree at all times to devote myself to your wishes and to do all things necessary and desirable to promote my affairs and earnings therefrom. I shall submit all offers of employment to you and will refer any inquiries concerning my services to you. I shall instruct any agency engaged by me to remit to you all monies that may become due me and may be received by it. It is clearly understood that you are not an employment agent or theatrical agent, that you have not offered or accepted or promised to obtain employment or engagements for me, and that you are not obligated, authorized or expected to do so.

This agreement shall not be considered to create a partnership between us. It is specifically understood that you are acting hereunder as a personal contractor and you may appoint or engage any and all other persons, firms and corporations throughout the world in your discretion to perform any or all of the services which you have agreed to perform hereunder. Your services hereunder are not exclusive and you are at all times free to perform the same or similar performances for others as well as engage in any and all other business activities. You shall only be requested to render reasonable services which are called for by this agreement as and when reasonably requested by me. You shall not be required to deliver or to meet with me at any particular place or places except in your decision. In connection for your services, I agree to pay to you, as and when received by me, during and throughout the term hereof a sum agreed to be fifteen (15%) per cent of any and all monies or other considerations which I may receive as a result of my activities and all sums resulting from the use of my name, person or circumstances and the results and proceeds thereof; the matters upon which you should be considered include any and all of the activities in connection with matters as follows: motion picture, television, radio, music, literary, theatrical engagements, personal appearances, public appearances, records or recordings, publications, both book, magazine, newspaper or otherwise, and the use of my name, likeness and circumstances for purposes of advertising. I likewise agree to pay you a

similar sum following the expiration of the term hereof upon and with respect to any and all engagements, contracts and agreements written into during the term hereof relating to me of the foregoing and upon any and all understandings, renewals and substitutions thereupon and upon any resumes of such engagements, contracts and agreements which may have been discontinued during the term hereof and resume within a year thereafter. The term shall include, without limitations, salaries, earnings, fees, royalties, bonus, shares of profits, shares of stock, percentages of interest, percentage and the percentages amount paid for a package television or radio program (live or recorded), book and/or magazine rights and royalties, motion picture or other entertainment packages, earned or received directly or indirectly by me or my heirs, executors, administrators or assigns, or by any other person.

In the event that I receive, as all or part of my combination for activities hereunder, stock or the right to buy stock in any corporation or that I become the owner of all or part of any entertainment property, stock holdership, proprietor, partner or otherwise, your percentage shall apply to my said stock, right to buy stock, partnership or other form of interest, and you shall be entitled to a percentage share thereof. Should I be required to make any payment for such interest, you will pay your percentage share of such, unless you do not want your percentage share thereof.

This agreement shall be deemed to be executed in the State of Texas and shall be subject to the laws of said State in the event any provision hereof shall for any reason be illegal or unenforceable then, or in any such event, the same shall not affect the remaining portions and provisions hereof.

It is understood that I have employed the services of the firm of Thorne and Leach, Attorneys at Law, and it is agreed that you will use the services of such attorneys as such services may be required by you.

This agreement is the only agreement of the parties and there is no other or collateral agreement (oral or written) between the parties in any manner relating to the subject matter hereof.

If the foregoing meets with your approval, please indicate your acceptance and agreement by signing in the space provided:

Very truly yours,

Mrs Marina N. Oswald
Mrs. Marina N. Oswald

Witnessed:

Robert L. Oswald

Approved:

James H. Martin
James H. Martin, Manager

Approved as to Form:

John M. Thorne
John M. Thorne, Attorney