

AGREEMENT made this 15<sup>th</sup> day of June 1973, by and between PENTHOUSE INTERNATIONAL INC, a New Jersey corporation (herein called the Manager), and ~~SIRKETIE~~ <sup>(AKA HILDEA DE LISIENZO)</sup> ~~THE ARTIST~~ (herein called the Artist) residing at 7047 FRANKLYN AVE., LOS ANGELES, CALIF. 90028

W I T N E S S E T H :

The Artist is seeking a professional career in the public entertainment field. She is unfamiliar with the selection and preparation of appropriate material, and is generally inexperienced in this area of endeavor, and recognizes the necessity for supervised guidance and specialized training to develop her talents. Therefore, she desires to engage the Manager as one who is qualified to act for her in that capacity.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable considerations, the parties agree as follows:

1. The Artist hereby engages the Manager to act as her sole and exclusive personal manager, personal representative and general advisor, to supervise, guide and direct the Artist's professional career and to attend to all business arrangements in connection with the Artist's career in all fields of entertainment, including but not limited to recording, personal appearances, modelling, stage, motion pictures, radio and television, for a period of five (5) years commencing upon the date of this agreement. The Artist shall be guided by the Manager's advice, and shall render her services exclusively under the Manager's direction.

2. The Artist shall not accept any engagements in any field of entertainment unless and until such engagements and all the terms thereof have been approved in writing by the Manager.

3. The Artist shall not appear in any field of entertainment under the direction or management of anyone other than the Manager.

4. The Manager shall advise, counsel and guide the Artist to the best of its ability with a view to making the Artist's career a success professionally and financially. Specifically to advise, counsel and guide the Artist in (a) the proper development of the Artist's talent, (b) the selection and preparation of suitable entertainment material, (c) the manner of rendition thereof, and (d) the making of contracts for the

Artist's professional services. The Artist acknowledges that she is not engaging the Manager for the purpose of procuring or providing engagements or offers of engagements for her, but for the purpose of assisting and advising her in connection with offers of engagements that may be made to her.

5. The Artist shall pay the Manager as its compensation for services rendered hereunder, a commission of 15% on all gross moneys that may be paid to the Artist directly or indirectly, by way of salary, royalties or otherwise, during the term of this agreement, for her services in any and all fields of entertainment. The Manager's compensation shall be paid as and when the aforesaid moneys or other considerations are received by the Artist or by anyone else for or on behalf of the Artist.

6. With respect to all contracts entered into by the Artist during the term of this agreement, the Manager's aforesaid commission shall be paid to it during the full term of such contracts, including renewals and extensions thereof, notwithstanding the earlier termination of this agreement.

7. In addition to the Manager's commission, the Artist shall assume and pay all fees payable to any agent or booking agency that secures an engagement for her.

8. If in contravention of the terms hereof, the Artist appears under the management of anyone other than the Manager, the Manager's right to its commission shall remain unaltered, and the Manager's receipt and acceptance of such commission shall not constitute a waiver by it of their rights hereunder; and in addition to the recovery of the commission, it shall be entitled to pursue all their other rights and remedies hereunder.

9. The Artist hereby irrevocably constitutes and appoints the Manager her true and lawful attorney-in-fact during the term of this agreement, in the name of the Artist or in its name (a) to negotiate, execute, acknowledge and deliver any and all contracts for the Artist's services in any and all fields of entertainment, and (b) to endorse, sign and deposit all checks in payment of the Artist's services, subject to the division of such moneys in the manner provided for in clause 5 hereof of this agreement.

10. If either of the parties hereto receives any moneys for the Artist's services in any field of entertainment, they shall hold the share

11. The Artist acknowledges that she has a rare and developing talent, and that if she were to render services under any management other than that of the Manager, the Manager would suffer irreparable harm. Accordingly, the Manager shall have, in such event, the right to an injunction to enforce its rights hereunder, in addition to whatever other remedies may be available for the breach thereof.

12. The Artist recognizes that the Manager now and in the future will represent other artists. The Manager shall not be obliged to render its services exclusively to the Artist.

13. The Manager shall, in addition to its commission, be entitled to reimbursement for any expenses incurred in connection with the rendering of any services to the Artist. The Manager may make known the fact that they are the sole and exclusive representation of the Artist in the entertainment field.

14. The Artist hereby grants the Manager the right to use the name, portraits and pictures of the Artist to advertise and publicize the Artist in connection with Manager's representation of the Artist hereunder.

15. Any dispute between the Artist and the Manager arising out of or in connection with this agreement or the breach thereof shall be submitted by them to arbitration under the rules then obtaining of the American Arbitration Association.

16. This agreement shall be, during its term or extensions thereof, be assignable by the Manager with the consent of the Artist, which consent shall not be unreasonably withheld.

17. The Manager shall have the right to extend this agreement with the Artist for an additional period of 5 years commencing immediately upon the expiration of the original term hereof, upon the same terms and provisions as those herein set forth. The aforesaid option shall be deemed to have been exercised by the Manager unless the Artist receives from the Manager notice by registered mail that the Manager does not elect to exercise the option.

18. Any waiver by the Manager of any breach hereof by the Artist shall not be considered as a waiver of any subsequent breach or breaches.

19. This agreement shall be binding upon, and enure to the benefit of, the heirs, executors, administrators and assigns of the Artist, and the successors and assigns of the Manager.

20. If any clause of this exclusive management contract is required to be amended or modified by virtue of the rules and regulations of any professional entertainers union, association or guild to which the Artist

must become a member in order to obtain engagements, it will be amended or modified in such a way so that the original intent thereof is as nearly adhered to as may be possible under the circumstances.

21. Except as provided in paragraph 20 hereof, this agreement may not be modified, altered, or amended without the mutual consent of the parties hereto.

22. This agreement constitutes the entire agreement of the parties hereto.

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and year first above set forth.

Witnessed by:

*[Signature]*  
As to the Manager  
*[Signature]*  
As to the Artist

*Anthony J. Guccione*  
Manager

*Margorie Lee Proerson*  
Artist  
*AKA Annelka deBren*

State of New York, County of N.Y. ss:

On the 15<sup>th</sup> day of June 1973 before me personally came *ANTHONY J. GUCCIONE* to me known, who, being by me duly sworn, did depose and say that he resides at No. 95 *W. 110th St., Kew-Forest, N.Y.* that he is the *Mgr.* of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it will so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

JRWIN E. BILLMAN  
Notary Public State of New York  
No. 31-5319502  
Qualified in New York County  
Commission Expires March 30, 1974

*Jrwin E. Billman*

State of New York, County of N.Y. ss:

On the 15<sup>th</sup> day of June 1973 before me personally came *MARGORIE LEE* *Proerson (AKA Annelka deBren)* known to be the individual described in and who executed the foregoing instrument, and duly acknowledged that she executed the same.

JRWIN E. BILLMAN  
Notary Public State of New York  
No. 31-5319502  
Qualified in New York County  
Commission Expires March 30, 1974

*Jrwin E. Billman*