

Exhibit 1

DATE: OCTOBER 14, 1985

William Morris Agency, Inc.
1350 Avenue of the Americas
New York, New York 10019

Gentlemen:

This will confirm the following agreement reached between us:

1. I hereby engage you, and you accept such engagement, for a period of three(3) years commencing today, to act as my sole and exclusive agent and representative throughout the world with respect to:

(a) My services, activity and participation in all branches of the entertainment, publishing and communications fields and media, including, but not limited to, merchandising, testimonials and commercial tie-up rights, and publication rights.

(b) The disposition, sale, lease, license or other use of disposition (hereafter "disposition") of all creative properties, materials and/or package shows in all fields and media, owned controlled by me or in which I have an interest.

2. I warrant and represent that I have the right to enter into this agreement and I will not hereafter enter into any agreement which will conflict with the terms and provisions hereof. Further, if you shall obtain engagements for my services as a performer and/or when I become a member of any guild and/or Union having jurisdiction over such engagements and/or services, I agree to enter into the standard agency representation agreement approved by said Guild and/or Union and you, and I agree to remain a member in good standing of said Guild and/or Union during the period that any agreement for my services continues in effect.

3. (a) You may render similar services to others, including owners of properties, materials and/or package shows in which my services are used and in which my properties and/or materials are used, and owners of other properties, materials and/or package shows whether or not similar to or competitive with the properties, materials and/or package shows covered by this agreement.

(b) The undersigned may from time to time, desire to acquire certain rights, properties or materials from or employ clients of yours for or in connection with the properties, materials and package shows covered by this agreement. The undersigned agrees that you may represent such other clients in their negotiations with the undersigned. Your representation of or your receipt of compensation from such other clients therefore shall not be construed as a breach of your obligations hereunder, or of any fiduciary or other relationship between the undersigned and you, and you shall, nevertheless, be entitled to your compensation hereunder.

4. (a) I agree to pay you, as and when received by me, or on my behalf, or by any person, firm or corporation owned and/or controlled by me, directly or indirectly, or in which I now have or hereafter during the term hereof acquire any right, title or interest, and you agree to accept, as and for your compensation, a sum equal to Ten (10%) Percent of the gross compensation and/or other consideration paid, whether during or after the term hereof, and without deduction of any kind, pursuant to any contract negotiated during the term of this agreement which is covered

by Paragraph 1 hereof, and any and all extensions, renewals, modifications, substitutions for and additions to such contracts whenever made, and whether procured by you, me or any third party. In lieu, however, of said Ten (10%) Percent, your compensation shall be with respect to: (i) concerts, readings, recitals, and any other engagements presented in places where concerts, readings, recitals are given, and tours constituting or similar to any of the foregoing: Fifteen (15%) Percent; (ii) printed publications in countries of the world other than the United States: Twenty (20%) Percent; (iii) merchandising, testimonials and commercial tie-up rights and licensing of such rights" Twenty (20%) Percent; (iv) amateur stage rights: Twenty (20%) Percent; and (v) lectures and/or appearances of a similar nature: Twenty (20%) Percent.

(b) If we undertake or a third party undertakes the syndication of any material, property or package show covered by this agreement in the United States (i.e. dispositions to individual local television stations) and/or in foreign markets, your commission shall be an amount equal to Five Percent (5%) of the absolute gross compensation derived from such disposition(s) without deduction of any kind; except that with respect to any advance paid to us against syndication revenue you shall receive a commission equal to Ten Percent (10%) of such advance, which shall be deemed a credit to us against the aforesaid commission of Five Percent (5%) of the absolute compensation from syndication. ~~We shall cause any distributor of the materials, properties and package shows to make direct payment of these amounts to you.~~

(c) If you negotiate, or your affiliate, subsidiary or correspondent agent assists you in negotiations for and with respect to the disposition of any television reproductions covered by this agreement for usage outside of the Continental United States, we agree to pay you Fifteen (15%) Percent of the gross compensation. If such disposition is made by us or by a syndicator, in accordance with the provisions of paragraph 4(b) hereof, then your compensation shall be Five Percent (5%) of absolute gross compensation which shall be computed in the manner provided in paragraph 4(b). ~~We shall cause any distributor of the properties/package shows to make direct payment of these amounts to you.~~

5. The term hereof shall be automatically extended and re-extended but only with respect to any specific property or package show which is the subject of a contract covered by this agreement. The term of every such automatic extension shall be for a period equal to the term of the covered contract and for one (1) year thereafter.

6. Your right to payment of the sums defined herein with respect to any and all transcriptions, films, tapes, wires, kinescopes or other reproductions made pursuant to contracts covered by this agreement, as to which compensation is earned or received for use or re-use in any and all fields of use shall continue so long as such transcriptions, films, tapes, wires, kinescopes or other reproductions are used, sold, leased or otherwise disposed of.

7. When used in this agreement, the following terms are defined as follows:

(a) "Contracts covered by this agreement" means any and every agreement, oral or written, directly or indirectly relating to or connected with the disposition or the refraining or the withholding from or limitation upon the disposition of any property, material or package show or any part thereof or any right or interest therein, or any of my services referred to in paragraph 1 hereof, whether procured or negotiated by you, me or any third party, whether any such agreement is now in existence or is made or negotiated or to become effective during the term hereof (or within six (6) months after the term hereof, if any such agreement is on terms similar or reasonably comparable to any offer made to me during the term hereof and is with the same offeror thereof or any person, firm or corporation directly or indirectly connected with such offeror); and all agreements, oral or written, substituted for or replacing any such agreement, directly or indirectly, and all modifications, supplements, extensions, additions and renewals of any such agreement or substitutions or replacements thereof, whether made, negotiated or to become effective during or after the term hereof and whether procured or negotiated by you, me or any third party.

(b) "Properties and materials" shall mean and include all rights, interest, properties and material of a literary, entertainment, advertising and promotional nature, including, but not limited to, art, characters characterizations, compositions, copyrights, designs, dramatic and/or musical works, drawings, formats, formulaes, ideas, outlines literary works, music, lyrics, musical arrangements, bits of business, action, incidents, plots, treatments, scripts, sketches, themes (literary and musical), titles, names, trade marks, trade names, patents, slogans, catch-words, and writings or any part of combination of any of the foregoing and any reproduction of any of the foregoing, or any other rights, interest, properties or materials which may heretofore have been or may hereafter be acquired, written, composed or utilized for, on or in connection therewith, or developed therefrom, including, but not limited to, any creative property or package show based upon or produced as part of, or developed from and element of, any creative property or package show covered by this agreement.

(c) "Package shows" means any and all manner of exploitation of property and material, by an present or future means or process, and whether transitory or permanent in character, including but not limited to any show, production, presentation, program or recroding and any series thereof, and any reproduction of any of the foregoing, and any person, unit, group, organization or combination of elements or other property, material or package show which may heretofore have been or may hereafter be acquired, written, composed, utilized, presented, produced, or exploited for, on or in connection therewith or developed therefrom, including, but not limited to, any property, material or package show based upon or produced as part of, or developed from any element of, any property, material or package show covered by this agreement; and any and all forms of merchandising, advertising, testimonials, and commercial tie-ups in connection with or relating to any properties, materials or package shows.

(d) "Reproduction" means the incorporation or embodiment of any property, or any part thereof, in any motion picture, kinescope, film, recording, transcription, tape, wire, cassette or similar process now known or hereafter devised.

8. Any assignment of any of my rights covered by this agreement shall be subject to all of your rights hereunder.

9. You may assign this agreement and all of your rights hereunder to a firm or corporation controlling, controlled by or under common control with you or to any firm or corporation affiliated with you or a subsidiary wholly owned by you, but no such assignment will relieve you of your obligations hereunder.

10. Unless provided for elsewhere in this agreement, no breach of this agreement by you shall entitle me to terminate this agreement unless within thirty (30) days after I learn of such breach I serve written notice thereof to you by registered or certified mail, and you do not remedy such breach within fifteen (15) days after receipt of such notice.

11. The Deferment Agreement attached hereto and marked Exhibit A is hereby made a part of this agreement. This agreement and the Deferment agreement of even date attached hereto as Exhibit A set forth the entire agreement between us with respect to the subject matter thereof and may not be altered or amended except in writing signed by each of us. This agreement, its validity, construction and effect shall be governed by the laws of the State of New York.

Very truly yours,


GERARDO RIVERA

Agreed to and Accepted:
WILLIAM MORRIS AGENCY, INC.

MARAVILLA PRODUCTION COMPANY, INC.

BY: 

By: 