Col. Thomas A. Parker Box 417 Madison, Tennessee

Dear Sir:

In consideration of the sum of One Dollar and other good and valuable consideration, each of us to the other in hand paid, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. This agreement is made between us in consideration of the fact that you have, at our request previously made by us, greatly benefited and advanced the career of ELVIS PRESLEY in the field of public entertainment, by arranging the various agreements under which ELVIS PRESLEY has terminated his recording agreement with SUN records, and under which he has secured a new recording agreement with RADIO CORPORATION OF AMERICA, RCA VICTOR DIVISION upon much more favorable terms and payments for ELVIS PRESLEY; and by securing a favorable musical composition publication agreement with HILL AND RANGE SONGS, INC.

- 2. The undersigned hereby engage your services to act as the sole and exclusive Advisor and Personal Representative of ELVIS FRESLEY in the following departments of the field of public entertainment, for a period which shall coincide with the term of the aforementioned recording agreement with RADIO CORPORATION OF AMERICA, RCA VICTOR DIVISION, and all renewals, extensions, modifications and replacements thereof (which term presently is for three years with two additional option periods of one year each):
- (a) phonograph, transcription and other mechanical recordings,
- (b) motion pictures, (c) television appearances and television films,
- (d) radio, (e) night clubs, (f) hotels, (g) fairs, (b(rodeos,
- (i) celebrations, (j) theatrical appearances of all kinds, and
- (1) all public and private appearances; other than one night appearances in media other than those referred to above; with the understanding however, that you reserve exclusively one night appearances in those cities only in which you have pioneered the appearances of ELVIS PRESLEY, and music publishing activities.

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3. The undersigned hereby agree that in the fields covered by your services, as listed in paragraph 2 of this agreement, they will be guided only by your advice and instructions, and that they will not enter into any agreements or commitments for the services of ELVIS PRESLEY, during the term of this agreement with you, without your approval, and unless such agreements or commitments are signed or countersigned by you; and the undersigned hereby grant to you the exclusive and irrevocable right and authority to make all such agreements and commitments upon terms and conditions which you consider adviseable, and to sign the same in your name or in the name of ELVIS PRESLEY.

4. You hereby agree to use your best efforts in advising, counseling and representing ELVIS FRESLEY in the fields referred to in this agreement, and in endeavoring to make the career of ELVIS FRESLEY a successful one; and you agree to so advise and counsel him in connection with offers of engagements received by him, in connection with the material to be used by him in his recordings and in personal and other appearances, in connection with eliciting publicity, in routing and in connection with other matters pertaining to his career in said fields of public entertainment.

5. In consideration of the services which have already been rendered by you (as referred to in paragraph 1 of this agreement) and in consideration of the services to be rendered by you, the undersigned hereby agree that you shall be entitled to a commission of twenty-five (25%) percent of the gross income received by ELVIS PRESLEY in the fields of public entertainment covered by this agreement with you (but in computing "gross income" there shall be deducted only such booking fees which may be actually paid to any booking agencies for any engagements before computing your commissions), including income received directly for services or by way of so-called "artist royalties" or from any other sources. You shall be entitled to such commissions on the aforementioned agreement with RADIO CORPORATION OF AMERICA, RCA VICTOR DIVISION, and on any and all

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other agreements now existing and hereafter entered into during the term of this agreement, for and during the full terms of such agreements and all renewals and extensions, modifications and replacements thereof. Whenever any payments for the services of ELVIS PRESIEY are received by you, you may deduct your commissions before paying over the share of ELVIS PRESIEY; and when payments for such services are made directly to the undersigned, or any of them, the commissions b which you are entitled shall be paid to you, in each case, within five days after receipt of each such payment.

6. Whenever you shall incur any expenses for travel, telephones and other expenses incurred by you, you shall assume and pay your own such expenses. However, if at any time, any of the undersigned request that you travel to or with them to some particular place, then the undersigned shall assume and pay the expenses involved.

7. The undersigned admit that the services of EINIS
PRESLEY are unique and extraordinary; and that in the event of any
breach of this agreement by the undersigned, or any of them, you shall
be entitled to an injunction to enforce your rights, in addition to
any other remedy available to you.

8. In the event that ELVIS PRESLEY, in breach of this agreement, appears or performs in any of the fields covered by this agreement, without your consent or approval, you shall nevertheless be entitled to your commissions on such engagements, in addition to any other remedies available to you.

9. The undersigned understand that you have other interests, and that you represent other interests and artists, and you are not required to render your services exclusively to ELVIS PRESLEY.

Very truly yours,

Natural Guardian

AGREED TO:

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