

Dr. Fred Goodwin signed contact with Lichtenstein Creative Media
dated June 12, 2006 and attached LCM "Code of Conduct"

June 12, 2006

Dr. Frederick K. Goodwin
5712 Warwick Place,
Chevy Chase, MD 20815

RE: ON-AIR AGREEMENT FOR "THE INFINITE MIND"

Dear Dr. Goodwin:

We greatly appreciated your interest and desire to continue as part of the program, and as per our discussion, I am now sending you the proposed agreement between us. You agree to furnish your services based upon the terms and conditions agreed to between us and set forth in this letter herein (hereafter referred to as the "Letter Agreement"). Under the terms of this Letter Agreement, Lichtenstein Creative Media, Inc. ("LCM") and you agree that you will be retained to render on-air services for the national, weekly public radio program "The Infinite Mind" (the "Program").

This Letter Agreement will encompass the proposed future obligations between you (Frederick K. Goodwin) and LCM for a three-year period, as well as all past obligations in their entirety involving you and LCM.

(1) Production and Distribution

Lichtenstein Creative Media, Inc. ("LCM") will produce and distribute the Program, with primary distribution taking place over the National Public Radio Satellite System, or other network which will reach public radio stations across the country. Additionally, LCM has the right to distribute the program in any media, whether in existence now or in the future, throughout the world in perpetuity. LCM shall be responsible for all actual research, scripting and the production of the Program; and will be responsible for all the costs of the production and distribution of the Program.

(2) Term

- (a) Hosting: From the date of execution of this Letter Agreement and continuing for three years while the Program is being distributed to public radio stations, LCM shall schedule you for at least five host appearances per 12 month period on the Program, at \$2,000 per appearance.
- (b) Additional Appearances: In addition to the five host appearances described above, LCM will pay you \$2,000 for the next five host appearances on the Program during the 12 month period and then \$1,500 per each additional host appearance during the same 12 month period. LCM will also pay you \$75 per minute for special reports on specific issues (usually five to seven minutes in

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length). These additional appearances will be at the sole discretion of LCM. LCM may, in its sole discretion, rerun programs which aired previously on The Infinite Mind, which you hosted. In those cases, you agree to record updated track to revise the programs, at a time and location that is mutually acceptable, at an hourly rate of \$150, with a two hour minimum. These repeat programs may count toward the minimum of five host appearances described in paragraph 2(a) above, provided that LCM pay you at the \$2,000 rate commensurate with hosting a program. If the host fee is paid, then no additional fees will be paid for revising or retracking the script. It is also anticipated that you will appear on the program in other capacities throughout the year, and LCM agrees to compensate you for such appearances according to mutually agreeable terms set forth in this Letter Agreement.

- (c) Prior Amounts: LCM will pay you \$20,000 per year for three years in full and complete satisfaction of any and all prior amounts due you by LCM. The terms for these payments are contained in Paragraph 4(a) below.

(3) Services and Time to be rendered by Dr. Goodwin

You agree to devote five (5) hours to work on each of the programs that you host. Both you and LCM will use best efforts to identify mutually acceptable dates for you to host the programs. In the event you are unable to host five shows within a 12 month period described in Section 2(a) above because of your lack of availability for shows LCM has identified as being suitable for hosting by you, you will not receive compensation for the missed shows but all other terms and conditions of this Letter Agreement shall remain in effect.

(4) Compensation

- (a) Prior Amounts: LCM will pay you \$20,000 per year for three years, in monthly installments of \$1,666.67, to be paid by the first day of each month, starting no less than 30 days following the execution of this Letter Agreement. In the event that any monthly payment is not paid within 15 days of the first day of each month, you may invoice LCM a late fee of \$50 for that month's payment. LCM is not liable for late fees from invoices that are received by LCM after payment has been made. In the event that there are three consecutive months of non-payment, you may, after written notice and a grace period of 15 days, exercise an option to declare a default on the repayment of the prior amounts due, at which time the remaining balance owed for prior work will be immediately due to you. The cost to you of any collection efforts you undertake against us, including attorney fees, will be paid by us. In the event of default on the amounts due for past work as described above, the remaining terms and conditions of this letter agreement will remain in effect.
- (b) Ongoing work: The \$2,000 per show for hosting shall be invoiced by you to LCM and paid within 30 days. All expenses other than minor out of pocket

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expenses, must be pre-approved, and will be paid within 30 days of submission of approved expense reports. In the event that an invoiced hosting fee is overdue, a \$50 late fee will be assessed, with LCM not liable for late fees from invoices that are received by LCM after payment has been made.

(5) Revenue Sharing

You will be entitled, from the gross sales generated by and from the sale of CDs and transcripts of The Infinite Mind programs produced during 1997 through 2004, during which time you were the primary host of The Infinite Mind, and for the specific programs you host under this Letter Agreement, an amount of 5% (five percent) of gross sales.

(6) Exclusivity

You agree to work exclusively with LCM during the term of this Letter Agreement with respect to the development of any similar radio, television, video or Internet programming relating to the area of the mind or mental health. However, you are free under the terms of this letter agreement to appear on any radio, television, video or internet programming on an occasional basis, and negotiate your own appearance fees with the producers or sponsors of those programs. If you assume a regular position on a similar program, LCM reserves the right to terminate your role as a host on the Program. You shall notify LCM, in advance, of any discussions or efforts you may be involved with to develop, create, or produce programming in any media, including TV, radio and Internet-based, which would be competitive with The Infinite Mind in its coverage of the mind, mental health, neuroscience or related scientific or social policies or issues. This specifically includes talks with other production entities which are in a competitive situation with LCM.

Any rights in content, services or products resulting or arising, directly or indirectly, from the Program, in all media, whether in existence now or to come into existence in the future, including but not limited to books, television programs, computer programs, video, Internet, MP3s, etc. shall be owned by LCM, with full rights to license, sublicense, transfer, assign, or otherwise exploit, with the exception that with respect to any book which utilizes copyrightable proprietary materials from the public radio series The Infinite Mind that you hosted between 1997 and 2004 or any of the programs that you hosted or host beginning in 2004 through the duration of this agreement, LCM agrees to produce such a book with your assistance and participation. The terms and conditions of your assistance and participation will be negotiated in good faith between you and LCM.

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(7) Promotion

You will be available to us to participate in the promotion of the Program, including possible media appearances, interviews, contributing to press releases and other promotional activities, subject to your prior commitments. You will render all reasonable assistance in the promotion of the Program. To the extent that any promotional appearances or activities on your part exceed a three hour time commitment, we will negotiate with you for a reasonable appearance or participation fee.

(8) Name and Likeness

It is expressly understood that LCM shall have the right to use your name, likeness, biography, voice in connection with and to promote the Program and its related activities. However, no such use shall be made for the purpose of endorsing any product.

(9) Rights and Approvals

(a) All copyright and all other rights, title and interest in and to the Program, its contents, its name, and all ancillary and subsidiary rights, rights to distribute in all media worldwide, now known and hereinafter devised, and all merchandising and related rights shall be the sole property of LCM, except as provided in Section 6 above.

(b) LCM will have the sole right and authority to enter into agreements for distribution of the Program and for all subsidiary and ancillary rights, except as provided in Section 6 above.

(c) LCM shall have the final approval on all editorial material, including the subject matter and the guests to be on the Program. LCM shall use its best efforts at all times to consult you with respect to topics, editorial content, and guests on programs for which you are host. LCM shall have the final decision as to all staffing and hiring in connection with the production, distribution and operation of the Program. All financial and business decisions likewise shall be made solely by LCM.

(10) Independent Contractor

Nothing in this Letter Agreement shall create a Partnership or Joint Venture between you and LCM nor the relation of employer/employee or principle/agent between us. As between LCM and you with respect to each other, LCM and you are Independent Contractors and neither shall bind the other in any way.

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You shall be solely responsible for any employment or disability insurance payments or any social security, income tax or other withholding deductions or payments which may be required by federal, state or local law with respect to any sums paid by LCM under this Letter Agreement.

(11) Conflict of Interest

We jointly agree to the following regarding conflicts of interest to protect the integrity of the Program and the parties to this Letter Agreement:

First, any conflicts of interest or the appearance of conflicts of interest should be avoided at all costs. This means avoiding any situation where your role on the show, as host, senior contributor or otherwise, could be influenced, or might come into conflict with your other professional or personal responsibilities or financial gain. In this regard, you agree to conform to LCM standards and practices as detailed in LCM's standard "Code of Conduct" (see attached).

To help insure that you are not involved in editorial material that presents a conflict of interest with your work outside of The Infinite Mind, you agree to disclose to LCM existing and any new business relationships as they occur that could potentially be perceived as representing a conflict of interest with your role as a public radio commentator or journalist. You also agree to reveal to LCM any business relationships that existed during your time as host since 1997 which may have presented a conflict of interest as defined above. If you become aware of any possible conflict of interest, or any situation which could be perceived as a potential conflict of interest with your work on The Infinite Mind, you will inform LCM immediately.

You agree to inform LCM of any past or existing business relationships as they come into existence, and no later than your next appearance as a host on the Program, and new business relationships immediately as they come into existence.

This disclosure by you to LCM will be kept confidential, and will be used solely to make determinations, at LCM's sole discretion, about what subject matter it is appropriate for you to cover and what on-air disclosures need to be made. LCM recognizes the importance of seeking your input prior to making such determinations and will endeavor to do so whenever a perceived conflict of interest arises.

LCM retains the right to disclose on air during the Program any potential or perceived conflicts of interest. LCM acknowledges that you are free to publish, teach, lecture and otherwise pursue your role as an expert/scientist/researcher in the fields of mental health and neuroscience, and related areas. You agree to seek LCM's approval, not to be unreasonably withheld, for any speaking

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engagements where The Infinite Mind is mentioned in any context, including in slides or in promoting you or your work.

(12) Clearances

As the Infinite Mind logo is a trademark of LCM, you agree to get LCM's formal consent to use it in any way as part of your work outside of the show, including on web sites, in promotional material, and in slides or materials to be distributed during lectures, among others.

You agree to inform LCM on a timely basis prior to publication or broadcast of all media contacts or interviews for publications or broadcast in any media in which The Infinite Mind is referenced, mentioned or discussed, or your appearance results from your affiliation with the program. We will not object to your participation in such activities without good reason.

You agree not to identify yourself as being connected in any way or representing The Infinite Mind in any of your for-profit activities including Best Practice or with clients.

All references to The Infinite Mind in all your promotional, biographical or other material shall be first cleared on a case by case basis with LCM.

As The Infinite Mind is a trademark of LCM, you agree to obtain LCM's written consent to use it in any way as part of your work outside the show, including on websites, in promotional material, and in slides or materials to be distributed during lectures, presentations, or speeches.

You agree to conform to LCM standards and practices as detailed in LCM's standard "Code of Conduct" (see attached).

(13) Default

In the event you fail to adhere to any of the provisions in this Letter Agreement, including but not limited to paragraph 11 regarding conflicts of interest and paragraph 12 regarding clearances, LCM will notify you of any alleged breach on your part, and provide you with a twenty (20) day period to correct the alleged breach before taking additional action with respect to the Letter Agreement. *If LCM is not satisfied that you have adequately corrected any alleged breach*, it may choose to terminate this Letter Agreement, and it shall be relieved of all obligations to you under the Letter Agreement except for the payment of the remaining amounts owed pursuant to paragraph 4(a). Neither this provision, nor any other provision in this Letter Agreement, prohibits LCM from suspending you for cause from your position as Senior Contributor on the Program.

(14) Indemnification

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LCM agrees to defend, indemnify and hold you harmless from and against all claims, liabilities, rights, demands, suits, matters, obligations, damages, costs, expenses, or disbursements of any kind or nature that may be imposed on, incurred by, or asserted against you by reason of or arising out of LCM's performance under this Letter Agreement.

You agree to defend, indemnify and hold harmless LCM from and against all claims, liabilities, rights, demands, suits, matters, obligations, damages, costs, expenses, or disbursements of any kind or nature that may be imposed on, incurred by, or asserted against LCM by reason of or arising out of your performance under this Letter Agreement.

(15) Federal Communications Commission

You agree that you will not, without LCM's prior knowledge and written consent in each instance, accept any compensation, gift or gratuity (regardless of value or form) where such compensation, gift or gratuity is under any express or implied agreement, understanding or authorization that you will act in any particular manner as host of The Infinite Mind in relation to the donor or his business or award you for having so acted or placed you under any actual or moral obligation to so act.

(16) Entire Agreement

This Letter Agreement constitutes the entire agreement between the parties and supersedes all previous negotiations, representations, undertakings, and agreements heretofore made between the parties with respect to its subject matter; and the rights of the parties hereto shall be governed exclusively by the provisions, terms, and conditions hereof, unless otherwise agreed to by the parties in writing.

This Letter Agreement when signed by both of us shall constitute a binding agreement between us. Please sign where indicated below and return a signed copy to me. We look forward to a long, creative and successful relationship.

DATED: June 12, 2006

Sincerely,

LICHTENSTEIN CREATIVE MEDIA, INC.

By: 

Bill Lichtenstein, President

6-16-06

AGREED AND ACCEPTED:

 6/26/06
Dr. Frederick K. Goodwin

APPENDIX: Lichtenstein Creative Media Code of Conduct

**LICHTENSTEIN CREATIVE MEDIA, INC.
Employee and Independent Contractor
Company Policies and Code of Conduct**

CODE OF CONDUCT

Our company, Lichtenstein Creative Media, Inc. (“LCM”) values its reputation for integrity. While practices may vary in different business environments, honesty and integrity have always characterized and must continue to characterize our business activities. LCM's employees, officers and independent contractors are not permitted to achieve results by illegal or unethical methods. Given the importance of LCM's reputation, there is much more to be lost than could ever be gained from a breach of the standards contained in this code of conduct.

DISTRIBUTION OF COMPANY POLICIES AND CODE OF CONDUCT

This document is distributed to all officers of LCM (“the Company”), as well as staff on the LCM payroll, and those working for LCM in an independent contractor status. Collectively, these parties are referred to in this code of conduct as “employees,” and each person is asked to sign a copy of the agreement, verifying that they have read it and agree to abide by its policies and guidelines.

COMPLIANCE

Each employee shall immediately report possible violations of this code of conduct to his/her immediate supervisor or to any manager or corporate officer.

ETHICS IN BUSINESS TRANSACTIONS

LCM does not permit the unauthorized disclosure of confidential or proprietary information or the unauthorized use or dissemination of such information. Such information includes: unpublished financial data such as financial results; information regarding funding sources or relationships with funding sources not normally made public; production costs or financial forecasts; details of agreements regarding sales, purchases, employment and other agreements; normally confidential personnel data concerning LCM's staff such as compensation or home address; project proposals, production budgets, correspondence relating to business, legal, administrative, or other confidential matters; and plans for future projects including research and development information.

Employees shall not appropriate or divert LCM's assets or employee services for their personal benefit. Examples of such prohibited activities include: unauthorized removal of materials, equipment and supplies; unauthorized retention or duplication of LCM's documents, materials, films, audiotapes, videotapes and computer disks; unauthorized use of Company paid labor for an employee's personal benefit; and submission of fraudulent expense reports.

CONFLICTS OF INTEREST

When acting on behalf of LCM, it is the responsibility of each employee to conduct himself/herself in the best interests of the company. Maintenance of LCM's good name requires that those in positions of responsibility avoid not only conduct which in fact involves a conflict, but also the appearance of impropriety. Conflicts of interest arise when an employee's objectivity in reaching, or influencing business decisions, or news decision-making is affected *or may be perceived to be affected* by factors other than the company's best interests as a journalistic organization. It is the employee's responsibility to properly document, and then report, possible conflicts of interest, as soon as possible, to the president so that an objective determination may be made as to whether those circumstances adversely affect the company and should be avoided or discontinued.

Because our news products, media productions and other work must be perceived as impartial, employees should avoid outside activities that could conflict with their jobs. Furthermore, the business and commercial activities of employees and their families shall not influence news decisions. Employees shall not benefit financially from news decisions they make or information they obtain, nor shall they make news decisions with the intention of creating a financial gain or loss for someone else. This means, for example, we should not own stock in or maintain outside business ties to individual companies or industries we cover, or make news decisions about them, as part of our regular assignment, regardless of where those companies are located.

Investments in the securities of publicly traded corporations may represent possible conflicts of interest which would be reportable in the same manner as other possible conflicts whenever: such investments are those that can affect or can be construed to affect the employee's objectivity to make or influence decisions for the company; the employee is in a position to make or influence decisions on behalf of the company which may affect the value of those investments; or such investments have been made on the basis of confidential or proprietary information obtained through the company. Although employees, particularly independent contractors, may work for or operate a business in addition to their employment at LCM, it should not conflict with their journalistic duties or give the appearance of conflict.

Circumstances in which possible conflicts of interest could arise and which must, therefore, be reported include, but are not limited to, the following:

1. Acceptance of any payment, service or loan from any enterprise with whom LCM does business without adequate consideration or at other than regular commercial terms. This includes gifts, trips, entertainment or other benefits of more than nominal value.
2. Ownership of an interest in or acting in any capacity for any enterprise in competition with the Company. This includes acquiring an interest in the production or distribution of theatrical or television motion pictures, radio programming, tapes, or any other product or service similar to those produced, distributed or furnished by the Company.

3. Ownership of an interest in any property whose value has been or could be affected by any action of the Company which is influenced by or results from a decision or recommendation of the employee owning such interest.
4. The appropriation to oneself or the diversion to others of any business opportunity in areas where the Company conducts business or to the employee's knowledge anticipates conducting business.

DISCRIMINATION AND SEXUAL HARASSMENT

Lichtenstein Creative Media, Inc. and its subsidiaries are committed to providing equal employment opportunity and a work environment free from discrimination prohibited by law, including sexual harassment and discrimination because of an individual's race, religion, creed, color, national origin, ancestry, medical condition, mental and/or physical disability, marital status, sex, age, veteran status or sexual orientation.

This policy prohibits all forms of conduct, such as verbal, physical or visual conduct which are unwelcome and indicate race, religion, sex, creed, color national origin, ancestry, medical condition, mental and/or physical disability, marital status, sex, age, veteran status or sexual orientation.

Sexual harassment is defined as including, but not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual contact of a sexual nature when either (1) submission to such conduct is made either explicitly or implicitly a term or condition of the individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

It is essential and required that employees immediately report conduct which is believed to be in violation of this policy to the Lichtenstein Creative Media, Inc. president, Bill Lichtenstein. If the conduct involves the president, or the individual is uncomfortable reporting conduct to the president, the individual may report to any supervisor or officer of the Company. Any report of a violation of this policy will be treated confidentially and promptly investigated. Appropriate disciplinary action will be taken against any person who has violated this policy and other action will be taken as appropriate to remedy problems caused by the misconduct.

USE OF COMPANY EQUIPMENT, COMPUTERS AND SUPPLIES

Please do not take office equipment or supplies from the premises without the knowledge and permission of your supervisor.

Office equipment, including phones, computers, fax machines and Internet connections, is for business, not personal, use. Occasional personal calls, or calls to check messages on your home machine, are acceptable. Similarly, checking your personal email once in a while is acceptable and appropriate business conduct.

It is absolutely **NOT** OK to install instant messaging programs on your work terminal, nor is it appropriate to spend time on the web for personal or social reasons. Time spent on the web should relate directly to the performance of your work at LCM.

Please do not load other personal programs -- including games, non-Microsoft screensavers, etc. onto your computers. Our computer consultants want the terminals as unencumbered with computer programs as possible for ease in maintenance and smooth operation.

And please respect all operating programs, configurations, and other system settings on your computer. Like opening up the hood of the car, you can accidentally do serious damage. If you change something and sense there is a problem, please notify your supervisor immediately.

COMPUTER FILE MANAGEMENT

All documents and files within LCM's office, without exception, must be saved on the SHARE drive. The reason we have a network is so that we can share documents and files. A file on anyone's desktop C: drive is no good to others who may need it. Repeat, there are no exceptions to this.

All files on the share drive must be in a folder relating to the file. A folder called "Bill's letters" or "Stuff for Production" makes it hard for others to find documents. Create a new folder if you need one that is appropriate for your document or file.

Every document must have a name with three parts:

- First, the name of the person or entity that the file relates to ("Basic Brain show," "Suzanne Vega," "Medscape," etc.)
- Second, what the file is (contract, letter, script, etc.)
- Third, the date with year (remember to use a "-" and not a "/" when writing the date.

Therefore, "**Bill's notes**," "**Material for show**" "**List of books**" are *not* acceptable as file names.

"Suzanne Vega letter 1-24-00," "The Infinite Mind Story Ideas 1-10-01," "Medscape contract 1-14-00," "Dr. Smith interview notes 1-10-01," and "Sense of Smell show discussion guide (draft) 1-9-01" are proper file names.

CONFIDENTIAL DOCUMENTS

The financial records of Lichtenstein Creative Media are to be accessed only by senior management. If financial records need to be moved or dealt with in any way, please speak with one of us. The payroll records are also off-limits. Going through payroll records, or discussing anyone else's salary is considered a serious breach of company protocol and may be grounds for dismissal.

Likewise, the company maintains a listing of employees and key contractors, which includes home phone numbers, mobile number and other personal information. This information is for internal use only and should not be shared with outside contacts. If you receive a time-sensitive call for one of your colleagues, please take the message and then call the person yourself at their home or on their mobile phone.

Also confidential are the credit card numbers provided to us for the purpose of ordering our goods and services. Any inappropriate use of credit card numbers will be prosecuted to the full extent of the law, and will be grounds for immediate dismissal.

Finally, information regarding our underwriters should also be considered confidential and should not be shared with anyone outside the company.

If you have a question about disposal of papers that may contain confidential information, please see Bill. Papers containing confidential information as described above should not be placed for recycling.

FREELANCE AGREEMENTS

In line with our distribution of The Infinite Mind on line, for educational purposes, and other uses, every freelancer or outside producer producing material for LCM should be informed before an assignment is made, of our longstanding policy that all the work done for Lichtenstein Creative Media, Inc is a buy-out as work for hire, and we have all rights to use it, in all media, throughout the world in perpetuity. Freelancers need to confirm their understanding of this by submitting a signed release/letter of agreement before the check for the payment can go out. Any exceptions must be expressly authorized by Bill Lichtenstein or June Peoples prior to assignment.

COMPANY HOLIDAYS, LEAVE TIME AND VACATION POLICY

Company holiday for each year are posted in the "Public Folders" section of our email server. Holidays are as follows:

NEW YEAR'S DAY
MARTIN LUTHER KING BIRTHDAY (Observed)
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
THANKSGIVING
CHRISTMAS
NEW YEARS DAY

Our vacation policy:

After six months, you are entitled to one week paid vacation. After one year, you are entitled to two weeks of paid vacation. After two years, you are entitled to three weeks of paid vacation. Production staff for **The Infinite Mind** is encouraged to schedule vacation time with consideration to the program's production schedule. If possible, we appreciate it if you can take your time off during our 13 weeks of repeats.

Policy regarding "sick time:"

If you are sick, or your minor child is sick, we do not expect you to work. You will, however, be paid.

Employees with a prolonged or repeated absence due to illness may be asked to provide a doctor's note.

If continued or repeated absence due to illness affects your ability to satisfactorily perform your job, we will review your performance accordingly.

Bereavement:

In the event of a family loss, please let us know and to arrange time off.

Just a reminder -- staff should expect to work 40 hours a week. Generally, our schedule is either 9 to 6 or 10 to 7 with an hour for lunch. We encourage all staff members to take a non-working lunch hour. If you plan to be here significantly more, or less, than 40 hours a week, please see your supervisor about working out a schedule for comp time.

WORK AND SAFETY OUT OF THE OFFICE

Please note that anytime you leave the office on company business, you must notify someone here where you are going. If there is a change in plans, the office needs to be apprised. This is especially important if you are out of the office for an extended period of time, are traveling in difficult or potentially dangerous situations, or when traveling with gear.

If you are in the field on a story, you must leave an itinerary before you leave with flights, hotel(s), interview sites and contact phones. If there is a change in plans while shooting or taping, you must touch base with the office. Finally, if you believe that the situation you will be traveling in is potentially dangerous, please make it a point to discuss the most appropriate way to protect yourself -- whether by means of transportation or having someone go with you, or other appropriate measures. We care about your safety!

Thanks so much for taking time to read this. We're so pleased you've joined Lichtenstein Creative Media. Please sign below that you've read and that you understand the policies stated here, and return a copy to Bill. If you have any questions about any of it, please ask. Thanks again!

Your Name

Today's Date