

MISS USA 2009 STATE ENTRY CONTRACT
Sections violated by Carrie Prejean

STARTING AT PAGE 6

Paragraph 5

- a) During the term of my reign as the State Pageant titleholder:
- 1) To cooperate fully with you and your affiliates, employees, agents, representatives, designees, sponsors, official charity affiliations and the like in carrying out their instructions in connection with the actions I will be performing under this agreement and in connection with my preparation for competition in the 2009 Miss USA Pageant. Without limiting the foregoing, I agree to follow and obey all rules, instructions, directions and requirements implemented by you in connection with my reign as the State Pageant titleholder, as they may be changed, modified or amended by you at any time.
 - 2) To keep punctuality all appointments and appearances that require my presence.
 - 3) You will have the exclusive right and control over all personal appearances which I may make or any services which I may render in the entertainment, literary and related fields. Without limiting the foregoing, I will not, without first obtaining your written consent, make any personal, television (both on scripted or unscripted television programming), motion picture, Internet/on-line or radio appearances or otherwise participate in, prepare or assist in the preparation of any written, audio or visual work that depicts, concerns, or relates in any way to me, including, without limitation, any motion picture, television program, commercials, music recordings, merchandising, screenplay, teleplay, print article, book, or Internet or web content. For the avoidance of doubt, I acknowledge and agree that the foregoing restrictions shall apply to all such appearances, services and works, regardless whether or not related to my reign as Miss (State) USA 2009 in the Miss (State) USA Pageant.
 - 4) Not to engage in any conduct, acts or omissions that may be detrimental to you, your affiliates, others connected with you, the State Pageant or Miss USA Pageant.
 - 5) To deal with you fairly and in good faith in the performance of my obligations under this Agreement.

- 8) Not to solicit or accept money, goods or services (whether through fundraisers or as donations) for myself in connection with the State Pageant, my reign as the Miss (State) USA 2009 titleholder, or the 2009 Miss USA Pageant without the prior written consent of you or Miss Universe.

TMZ

Paragraph 5

- b) I understand and agree that all publicity in connection with the State Pageant and my reign as Miss (State) USA 2009 is under the sole control of Miss Universe and you, and I agree that, except as otherwise required or permitted by you or Miss Universe, I will not advertise or promote the State Pageant or my reign as Miss (State) USA 2009, receive or generate any monetary advantage from my reign as Miss (State) USA 2009, or use or disclose to any party any information or trade secrets obtained or learned as a result of my reign as Miss (State) USA 2009, nor shall I authorize any others to do so. Without in any way limiting the foregoing, I shall not prepare or assist in the preparation of any written, audio or visual work (including, without limitation, any television or radio programming, commercials or advertisements, print media, Internet/on-line services, or any other media outlet, whether now known or hereafter devised) that depicts, concerns or relates in any way to my reign as Miss (State) USA 2009, the Miss (State) USA Pageant or the business affairs of you or Miss Universe. In addition, I shall consult with Miss Universe or you regarding any and all publicity in connection with the State Pageant or my reign as Miss (State) USA 2009, and I shall not consent to any publicity without the prior written approval of Miss Universe or, during my reign as Miss (State) USA 2009, you. **I RECOGNIZE THAT BREACH BY ME OF THIS PROVISION WOULD CAUSE YOU AND MISS UNIVERSE IRREPARABLE INJURY AND DAMAGE THAT CANNOT BE REASONABLY OR ADEQUATELY COMPENSATED BY DAMAGES IN AN ACTION AT LAW** and, therefore, I hereby expressly agree that each of you and Miss Universe shall be entitled to injunctive and other equitable relief, without posting any bond, to prevent and/or cure any breach of this provision. In addition, I agree that in the event of any breach of this provision by me, I will return any Prizes or other compensation that I may already have received in connection with the State Pageant, and I forfeit my right or opportunity to receive any Prizes or other compensation that I have not yet received, and you and Miss Universe shall each have the right to seek, among other things, (1) recovery or disgorgement of the monies or other consideration received by me in connection with my breach of this provision, if any, and (2) recovery of your and/or Miss Universe's attorneys' fees and costs incurred to enforce the terms of this provision. I acknowledge and agree that my obligations with respect to confidentiality and publicity as set forth in this provision shall continue in perpetuity unless terminated by Miss Universe in writing. In no event will I have the right to terminate my confidentiality obligations under this Agreement.
- c) If, during the term of my reign as the State Pageant titleholder, I: (i) refuse or fail to carry out my obligations under this Agreement or otherwise breach this Agreement or any other agreement made in connection with the State Pageant or my reign as Miss (State) Usa 2009; (ii) become so mentally, physically, or otherwise incapacitated that I am unable, in your reasonable opinion, to carry out my duties; (iii) marry or become pregnant or become a parent; or, (iv) am prevented from carrying out my duties because of an act of God, rule, order or act of government or governmental instrumentality, or other cause of similar or different nature beyond my control, then you or Miss Universe will have the right in your and/or Miss Universe's sole judgment to take any action that you and/or Miss Universe deem appropriate, including, without limitation, terminating my reign as Miss (State) USA 2009,

withholding any Prizes or other compensation to which I may have been entitled, and requiring me to return any Prizes or other compensation I may have already received.

- d) I will not, anywhere in the world, enter into any agreement to perform modeling, acting, performing, advertising, theatrical or promotional services depicting, concerning, or relating in any way to my State Pageant title or my affiliation with the State Pageant or the Miss USA Pageant; endorse any product, service or commercial enterprise if the endorsement features or references my State Pageant title or my affiliation with the State Pageant or the Miss USA Pageant; or make or allow others to make use of or reference my State Pageant title or my affiliation with the State Pageant or the Miss USA Pageant for any other commercial purposes, unless I first receive the specific written consent of Miss Universe or, during my reign as Miss (State) USA 2009, you.

A large, stylized, light gray watermark logo reading "TMZ" is centered on the page. The letters are bold and blocky, with rounded terminals. The 'T' has a thick horizontal top bar. The 'M' has a distinctive shape with a dip in the middle. The 'Z' has a thick horizontal bottom bar.

NEAL PUBLIC RELATIONS

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BREAKING NEWS-MONDAY MAY 11TH 2009

THE MISS CALIFORNIA USA® PAGEANT HOLDS PRESS CONFERENCE

MONDAY MAY 11, 2009 AT THE PENINSULA HOTEL IN BEVERLY HILLS

IN THE VERANDAH BALLROOM LOCATED AT 9882 LITTLE SANTA MONICA
BLVD IN BEVERLY HILLS

Beverly Hills, CA- THE MISS CALIFORNIA USA® PAGEANT held a press conference Monday May 11, 2009 at the Peninsula Hotel located at 9882 Little Santa Monica Blvd in Beverly Hills. The Press Conference started at 11:15 am (pdt) .

The press conference unveiled the I BELIEVE...IN THE BEAUTY OF CALIFORNIA PSA , which spotlights the beauty and diversity of California and it's people. The PSA will be seen on the internet at www.misscaliforniausa.com and on YouTube. The I BELIEVE...IN THE BEAUTY OF CALIFORNIA PSA features former Miss USA's, Miss Universe, Miss California USA's , Miss Teen USA's and the current Miss California Teen USA.

During the press conference MISS CALIFORNIA USA Pageant Executive Director Shanna Moakler and Co -Executive Director Keith Lewis set the record straight on several issues including:

- 1-MISS CALIFORNIA USA final question and fallout at the MISS USA® PAGEANT.
- 2-Contract Violations.
- 3-Semi Nude Photos.
- 4-Title Holder Responsibility.
- 5-Title Holder Contract Obligations to MISS CALIFORNIA USA PAGEANT & K-2 Productions

During the press conference the MISS CALIFORNIA USA Pageant directors announced they are reactivating their BEAUTY OF CALIFORNIA AMBASSADOR PROGRAM for MISS CALIFORNIA USA , and named 1st runner up to MISS CALIFORNIA USA 2009 Tami Farrell as the Beauty Of California Ambassador.

Pg2 of Miss California USA® Pageant press conference

Tami Farrell will fulfill the obligations and duties of MISS CALIFORNIA USA, when MISS CALIFORNIA USA is not available. The first duty Ms. Farrell fulfilled was to appear in the I Believe in the Beauty of California PSA.

Participants in this press conference included:

Ms. Shanna Moakler – Executive Director MISS CALIFORNIA USA PAGEANT
Mr. Keith Lewis – Co-Executive Director MISS CALIFORNIA USA PAGEANT
Miss Chelsea Gilligan- the current MISS CALIFORNIA TEEN USA® 2009
Ms. Tami Farrell- 1st Runner-Up to MISS CALIFORNIA USA 2009

CONTACT:

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PR FIRM TO THE MISS CALIFORNIA USA PAGEANT

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The Beauty of California

K2 Productions has made a decision to publicly relaunch our initiative called "The Beauty of California" first debuted in 2005. The Beauty of California celebrates the beauty and diversity of our state. It embodies the unique landscape, distinct business, progressive ideas, and the beautiful spirit of the people of California! The Beauty of California will annually recognize companies, charities, and individuals that exemplify the diversity and spirit of California. It is specially designed to provide MISS CALIFORNIA USA®, MISS CALIFORNIA TEEN USA®, and The Beauty of California Ambassador an opportunity to talk about all that is good about California. We believe The Beauty of California creates and sustains a positive message surrounding the quality of life and memorable experience all right here in our home state of California.

The message of our state's diversity in both people and landscape and our global success has been in part effectively transferred to the rest of the world through the export of entertainment. It is our goal to create a grassroots movement that will recognize all the things that have made our state the envy of the world and to deliver that message (along with incorporating it into our daily lives) to the residents throughout California. Our goal is to inspire people to invest in their own communities and to strengthen the goodwill of MISS CALIFORNIA USA and MISS CALIFORNIA TEEN USA organization.

The Beauty of California Ambassador

The Beauty of California Ambassador will spend her year working throughout the state on behalf of the organization when the reigning MISS CALIFORNIA USA or MISS CALIFORNIA TEEN USA titleholder is unavailable. She will have the opportunity to work with city and state officials, local businesses, community groups, and organizations on behalf of MISS CALIFORNIA USA. Such duties could include making speeches, volunteering, mentoring, and helping bring publicity to worthwhile events.

The Beauty of California Ambassador will be trained to promote California and the beauty and diversity of our state. From the sandy beaches of San Diego to the beautiful peaks of Yosemite, from the farm land outside Fresno to fisherman's warf in San Francisco and everywhere in between, our Ambassador will begin both recognizing and publicizing The Beauty of California throughout the state. When our state title holder's are unavailable, the ambassador will support our message and hammer home our state's strengths and diversity throughout the state and beyond.

