

AGREEMENT made the 25th day of September, 1944,
between AMERICAN CIGARETTE AND CIGAR COMPANY, a corporation,
hereinafter designated as "Assignor," and THE AMERICAN TOBACCO
COMPANY, a corporation, hereinafter designated as "Assignee."

WHEREAS, the Assignor entered into an agreement
with Jack Benny, dated April 10, 1944, in relation to a
radio broadcast program, which has since been amended by
several letters between the parties thereto, the said agree-
ment as so amended being referred to herein as the "Benny
agreement,"

NOW THEREFORE, it is mutually agreed as follows:

1. The Assignor hereby assigns, transfers and
sets over to the Assignee the Benny agreement, all the
right, title and interest of the Assignor therein and all
of the rights of the Assignor thereunder.
2. The Assignor agrees that it will execute any
further instruments and that it will perform any acts which
may be required to give to the Assignee all of the rights
which the Assignor has or may have under the Benny agreement.
3. The Assignee accepts the foregoing assignment
and agrees that it will assume all of the obligations of
the Assignor under the Benny agreement. The Assignee further
agrees that it will faithfully perform and discharge (to

the extent that the Assignor has not done so) all of the terms and covenants of the Benny agreement which the Assignor agreed to perform or discharge.

4. The Assignee agrees forever to indemnify and save harmless the Assignor from and against all claims, damages, losses or actions of any kind which may arise by reason of the breach or non-performance of the said agreement by the Assignee, or which may in any way be caused by or arise out of the radio broadcasts provided for in the Benny agreement or any extension thereof under the option provisions contained therein.

5. The Assignee agrees that it will within five (5) days after the execution and delivery of this agreement reimburse the Assignor for all sums of money which the Assignor has paid or deposited under Article 13 of the Benny agreement, including but not limited to deposits in the "Special Exploitation Account" (the name of which was changed by a modifying letter dated May 29, 1944 to "Special Account"), as referred to and described in Article 13 of the Benny agreement.

6. This agreement is executed in two counterparts, each of which shall be deemed an original, and both together shall constitute but one agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized and have caused their respective corporate seals to be hereunto affixed on the day and year first above written.

AMERICAN CIGARETTE AND CIGAR COMPANY

By Barclay Stahr
Pres

Attest:

Chas. E. Polson
Secretary

THE AMERICAN TOBACCO COMPANY

By George W. Hill
Vice-President

Attest:

John H. Hester
Assistant Secretary