

Note - Besides this agreement
and attached letter, \$100,000
dollar to be executed.

THIS AGREEMENT made and entered into this day

Also of October, 1950 by and between THE AMERICAN TOBACCO COMPANY,
Facilities a New Jersey corporation (hereinafter referred to as "Sponsor")
Agreement and COLUMBIA BROADCASTING SYSTEM, INC., a New York corporation

(F) indicates (hereinafter referred to as "CBS"),

references to
this agree-
ment

are now in effect

WHEREAS, there is an agreement between Sponsor and
Jack Benny (hereinafter called "Benny") dated March 6, 1947,
under the terms of which [Sponsor engaged Benny to appear and
perform on a weekly radio program sponsored by Sponsor, and
under the terms of which agreement said Benny as performer is
required by said contract and is under obligation to perform
until the end of June, 1952, with certain rights on the part of
Sponsor to exercise options for further services for an addi-
tional period of two years; and

affiliated
of CBS,
both

Amusement
& Enterprises,
Inc. is
under
obligation
of
performance and
completes the
radio program
now known
as "The Jack
Benny Show" and

with Benny

WHEREAS, in said contract it is provided in paragraph
7(b) that Benny, if he desires to render services during the
existence of the aforesaid agreement in connection with sponsored
television performances, is obligated first to offer to render
such services to Sponsor as a performer upon a television program;
and

NOTE:
Ch. "broadcast"
(in sense of
"telecast") to
be telecast
throughout

in New York

WHEREAS, CBS has entered into or is about to enter
into an agreement with Benny providing for Benny's services as
a performer on a network television program for a five (5) year
period commencing September 15, 1950; and

and CBS
WHEREAS, Benny [^] [desires to enter into a contract with CBS for his television services, and] desires to have Sponsor and CBS enter into the within contract providing for the television program covered thereby; and

WHEREAS, Sponsor is willing to waive the provisions of paragraph 7(b) of the contract of March 6, 1947, on condition that CBS enter into this contract with Sponsor, and on the further condition that [?] Benny and CBS faithfully perform under this contract,

WITNESSETH: -

1. CBS shall furnish to Sponsor a series of package television programs, as more fully described herein, starring Benny (hereinafter called the "Programs"); and Sponsor agrees to pay therefor upon all of the terms and conditions hereinafter set forth.

2. The Programs to be furnished by CBS hereunder shall be of a variety nature, shall star Benny and shall contain such other elements as shall be mutually agreed upon by Benny and Sponsor, it being understood that all of such elements are subject to CBS' disapproval in cases where there is involved such an increase in program costs as results in the budget ceiling being exceeded, which excess Sponsor shall not have agreed to bear.

3. The Programs shall be telecast only over the network television facilities of CBS pursuant to agreement or

ADD
define
a "elements"
b "budget ceiling"
See NOTE (A)

NOTE A

2 The Programmes to be furnished by CBS hereunder shall be of a variety nature, shall star Benny and shall contain the elements listed in Article 4.

4 CBS agrees

which may include guest artists,
(f) The services of a cast^{as}, ~~whose~~ shall be ^{naturally} agreed upon by Benny and Sponsor, subject to CBS' disapproval only ~~to the extent~~ ^{the engagement of} such cast would ^{result in an} excess ~~over~~ ^{the} budget average for the particular program involved

the availability of
such cast and also
to

agreements (hereinafter called the "Facilities Agreements") to be entered into between Sponsor and CBS for the furnishing by CBS of network television facilities for broadcasting the Programs. The Facilities Agreement for the first telecast year of telecasting shall be signed concurrently with this agreement. Subsequent Facilities Agreements shall call for a minimum network coverage substantially equal to that provided for in the Facilities Agreement for the first telecast year. The terms and conditions of each Facilities Agreement shall be no less favorable to Sponsor than the terms and conditions generally offered and published by CBS at the time the respective Facilities Agreements are signed. CBS shall make available to the Sponsor under each of the said Facilities Agreements all television stations then available to CBS. The telecasts under this agreement shall be made by CBS by such technical means as at the time are in general use by the other principal television networks for telecasting programs for reception in black and white on the television sets of the listening and viewing audience.

4. CBS agrees to furnish the Programs to Sponsor as a "package" for telecast on behalf of Sponsor over the television stations designated in the Facilities Agreements and any extensions, amendments or modifications thereof.

Said "package" shall consist of the following:

- (a) The services of Jack Benny as the star.
- (b) The services of a cast, as required by the script.
- (c) The services of writers and scripts.

F
and
delayed
broadcast
coverage?

OPEN —
Rebate if
not full
facilities —
arbitration
clause

F

See Note A

Rider 4

The Programs shall be called THE
JACK BENNY PROGRAM or by such other title as
shall be mutually agreeable.

(d) Direction and production.

(e) An orchestra of musicians and a conductor, and all cue music and musical arrangements required.

(f) Sound and lighting effects, if and as required.

(g) All rights to telecast the Programs.

(h) Scenery, props and costumes.

(i) Such other personnel and equipment as may be required for ~~the telecast of~~ the Programs, except as such personnel and equipment are provided under the terms of the Facilities Agreements.

ADD: Limit on rehearsal time

as such

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(F)

5. Subject to the provisions of Article 2 hereof and subject to the provisions of paragraph 13 of the CBS-Benny agreement, a copy of which paragraph is attached hereto as Exhibit B, the Programs will be produced under CBS' direction and control.

Q-
Incorporation
by reference
of Benny.
CBS 9/13

6. The Programs shall advertise LUCKY STRIKE Cigarettes. CBS is not obligated to furnish hereunder any personnel, services or materials, whether aural or visual or both, with respect to the commercial or advertising matter to be telecast in connection with the Programs, and Sponsor shall furnish and pay for all such personnel, services and materials, except that, ^{CBS shall furnish and cause} some of the performing personnel on the Program shall ^{to} present, [if requested by Sponsor,] an integrated commercial, the placement and subject matter of which shall also be subject to the approval of Benny. It is understood that, except for the integrated commercial, the advertising continuity telecast in connection with the Programs shall be telecast only before the beginning of, and after the end of, the entertainment portion of the Programs.

ADD

at least one

§

ADD
Except as
otherwise
provided herein
and in the
contract
between
Sponsor and
CBS
Sponsor and
CBS shall have no right, title or interest in or to any commercial
or advertising matter furnished by Sponsor.

8. The Programs will originate from New York, New York during the first year of the term hereof. They shall also originate in New York thereafter so long as transcontinental network television transmission facilities are not available (in Los Angeles). After such facilities shall have become available, the Program shall be telecast from Los Angeles or such other point of origination as may be designated by Sponsor and approved by CBS, which approval will not be withheld unreasonably. Whenever, after the Programs shall be originating from Los Angeles, California, television programs of the same general standard of quality as the programs hereunder are being recorded on film or by any other means heretofore or hereafter devised and are being telecast by such recordings, such television programs as Sponsor and Benny may designate shall be similarly recorded and telecast. In any case, the origination point of telecasts of live performances shall be from CBS studios or theatre studios at the point of origination.

9. The term of this agreement shall commence September 15, 1950, and shall consist of three (3) consecutive periods of

Rider 10 G

for not less than 20 telecasts nor more than 38 telecasts, the telecasts between the 21st and 28th to be designated, if at all, as follows:

The 21st and 24th telecasts shall be at the option of BENNY, and the telecasts from 25 to 38, inclusive, shall be at the option of BENNY and Sponsor, jointly.

one (1) year each.

10. (a) During the first year of the term, CBS shall furnish four (4) programs to be telecast from 8:00 to 8:45 PM, current New York time, on October 28, 1950 and from 7:30 to 8:00 PM, current New York time, on December 10, 1950, February 11, 1951 and March 25, 1951.

(b) During the second year of the term, CBS shall furnish four (4) Programs to be telecast from 7:30 to 8:00 PM, current New York time, on such Sundays during the second year of the term as shall be agreed upon between Sponsor and CBS on or before June 18, 1951. In the event that CBS and Sponsor shall not so agree, the Programs will be telecast during the second year of the term on October 28, 1951, December 9, 1951, February 3, 1952 and March 23, 1952.

(c) During the third year of the term and during the fourth and fifth years of the term if the Sponsor shall exercise the option granted in Article 26 hereof, CBS shall furnish the programs as half-hour programs to be broadcast for not less than twenty (20) telecasts nor more than thirty-eight (38) telecasts as Sponsor shall elect. At least five (5) weeks prior to the beginning of each 13-week cycle Sponsor shall give CBS written notice of the number of telecasts to be telecast during such 13-week cycle and of the weeks during such cycle during which the Programs are to be telecast provided, however, that

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weeks

OPEN:
PMH 20-24-
38 proposed

- (i) The first telecast of the programs in each telecast year shall be on the telecast date in the first week of such telecast year, and the last telecast of the Programs in such year shall be on the telecast date in the thirty-ninth (39th) week of such telecast year.
 - (ii) No interval between telecasts shall exceed two (2) weeks, i.e., no telecast of the programs in any telecast year shall be more than two (2) weeks subsequent to the immediately preceding telecast in such year.
 - (iii) During each telecast year the Program shall be telecast only on a telecast date of such telecast year as provided in the following paragraphs of this Article 10.
- (d) As used herein
- (i) the term 13-week cycle shall mean a period of thirteen (13) consecutive weeks and each telecast year shall consist of three such cycles, the first of which shall commence concurrently with the beginning of such telecast year;

(ii) the term telecast date with respect to any year shall mean the day of the week and the half-hour period on such day selected or determined as the time for the telecasting of the programs during such year as provided in the following paragraphs of this Article 10;

(iii) the term "telecast year" with respect to any year shall mean a period of thirty-nine (39) consecutive weeks, commencing on such date not earlier than September 15, nor later than October 10 of such year as Sponsor shall specify in written notice given to CBS on or before the July 15 preceding such year. If Sponsor shall not so specify such date with respect to any year, the telecast year within such year shall commence on the last Sunday in September of that year.

(e) If, on or before June 18, 1952, both Benny and Sponsor notify CBS in writing that they have jointly selected one of the following time periods, to-wit:

*if chosen?
should be 3*

____ day, _____ to _____ PM
____ day, _____ to _____ PM
____ day, _____ to _____ PM
____ day, _____ to _____ PM

(all then current New York time)

as the time period during which the Programs are to be tele-
cast during the third year of the term, the time period so se-
lected shall be the telecast date for the third year of the term.
If either Benny or Sponsor shall fail so to give CBS such notice,
then the telecast date for the third year of the term shall be
Sunday 7:30 to 8:00 PM, current New York time, and Sponsor shall
have the right to telecast any other program sponsored by it dur-
ing such one of the said time periods as it shall designate by
written notice to CBS on or before June 28, 1952.

*INSERT;
during
said third
year*

(f) Between and including March 1 and March 8 of
each of the years 1953 and 1954, provided Sponsor exercises the
option granted in Article 26 hereof, CBS shall notify Benny
and Sponsor in writing of three Class A time periods, in addi-
tion to those being used, during which the Programs may be
broadcast during the next succeeding year of the term.

*the time
period*

(g) If, on or before March 18, 1953 or 1954, as
the case may be, both Benny and Sponsor notify CBS in writing
that they have jointly selected one of the time periods desig-
nated by CBS, as provided in the foregoing paragraph (e), as
the time period during which the Programs are to be broadcast

(f)

during the next succeeding year, such time period shall be the telecast date for said year.

(h) If either Benny or Sponsor shall fail to give CBS the notice as provided above, then the telecast date for the next succeeding year of the term shall be the same as the telecast date in the immediately preceding year.

(i) "Class A time period" as used herein means such of the time periods for the broadcasting of the Programs hereunder over CBS' television network stations which commence no earlier than 7:00 PM and end no later than 10:00 PM, current New York time, on any evening except Sunday, when the Programs may commence no earlier than 6:00 PM and terminate no later than 10:00 PM, current New York time.

11. In consideration of CBS' agreements herein contained, Sponsor hereby agrees to pay CBS at New York, New York for each program broadcast during the term hereof the following:

(a) With respect to each program furnished during the first and second year of the term hereof, the sum of Fifteen Thousand Dollars (\$15,000.00) for the services of Benny, plus a sum equal to program costs as hereinafter defined.

(b) With respect to each of the first twenty (20) programs of the third year of the term hereof

(1) the sum of Fifteen Thousand Dollars (\$15,000)
for the services of Benny;

(ii) program costs as hereinafter defined;

(iii) a sum equal to twenty percent (20%) of the program costs specified in subdivision (ii) above, but in no event to exceed Four Thousand Five Hundred Dollars (\$4,500.00) per program.

(c) With respect to each program in excess of twenty (20) programs during the third year of the term hereof,

(i) the sum of Fifteen Thousand Dollars (\$15,000.00) for the services of Benny;

(ii) a sum equal to program costs as herein-after defined;

(iii) a sum equal to ten percent (10%) of program costs set forth in subdivision (ii) above, but in no event to exceed Two Thousand Two Hundred Fifty Dollars (\$2,250.00) per program.

The payments provided in this Article 11 are net and are not subject to any discount or advertising agency commission (except to talent representatives).

Payments for each program shall be made within ten (10) days after receipt by Sponsor of a bill therefor from CBS.

12. The term "program costs" with respect to any program furnished by CBS hereunder shall mean and include the following:

(a) All costs and expenses for orchestral services, based upon then current applicable minimum union scales.

(b) All sums paid by CBS for the services of performers other than Benny, script materials, production, direction and literary and music rights with respect to the Program.

(c) Commissions paid by CBS to Music Corporation of America with respect to compensation paid during the first two telecast years to persons (other than Benny) actually appearing in the telecasts during said period.

(d) All production costs and expenses based upon CBS' standard rates charged to advertisers generally therefor, which such costs and expenses shall include, but not be limited to, sound effects, floor manager, set design, rental and dressing, lighting, supervision and special equipment, wardrobe, makeup and hairdressing, special effects, graphic arts, charges for services of stagehands, video and audio personnel, and equipment in excess of the services and equipment normally furnished and paid for pursuant to the Facilities Agreements, etc.

(e) Any and all of CBS' costs in connection with recording the Programs on film (or otherwise), in the event that they shall be so recorded pursuant to Article 8 hereof.

(F) "Program costs" specifically do not include the cost of television facilities or costs properly applicable to such facilities, such as studio rehearsal time with or without facilities, rehearsal hall and theatre origination charges, which shall be provided for pursuant to the Facilities Agreements at the standard rates charged to advertisers generally for such items. Peder +

Also open:
① LA and NY (trucking)
② expenses for
③ show v. 20-38 show
④ MCA comm. only
⑤ 2 years - 120 days
OPEN:
① item or overall ceiling
② auditing provisions (not authority)
③ → adjust for increase in guest star costs as per CBS first draft

It is understood, however, that the average of the "Program costs" with respect to the Programs telecast in any telecast year shall not exceed the applicable budget average, unless Sponsor shall agree to any such excess. The budget average shall be \$_____, adjusted to reflect establishment of, or changes in, the minimum union scale or social security taxes as reflected in the budget therefor attached hereto as Exhibit "A".

13. Delayed telecasts may be made over non-interconnected stations or stations unavailable to carry the Programs live by means of television recordings in accordance with the provisions of the Facilities Agreements and within the terms thereof relating to television recordings.

(F) Provision for the making of television recordings of the Programs and the distribution and broadcasting thereof shall be made in the Facilities Agreements. No use of any recording will be made which violates the applicable rules or

regulations of any union having jurisdiction. It is agreed that, as between Sponsor and CBS, the television recordings of any program shall remain the sole and exclusive property of CBS, it being understood, however, that such recordings shall be used for no purposes whatsoever except reference and auditions. One print of each program shall be made available by CBS to Sponsor for reference and audition purposes.

① during term of this agreement?
② except as to delayed to as provided in FA

copies of print

14. (a) In the event Benny dies then this agreement shall forthwith terminate.

(b) In the event, by reason of any cause beyond Benny's control, Benny shall not appear upon any one or more scheduled Programs hereunder, CBS shall not be obligated to make such Program or Programs available and the Sponsor shall not be obligated to pay therefor, unless Sponsor and CBS shall agree upon a substitute for Benny. If the compensation of such substitute is less than Fifteen Thousand Dollars (\$15,000) per program, then the amount payable to such substitute shall be substituted in place of the sum of \$15,000 otherwise payable by the Sponsor with respect to Benny's services.

(c) If, for any reason beyond the control of Benny, he shall fail to perform on six or more consecutive Programs within one telecast year, then the Sponsor at any time before Benny shall thereafter have appeared on a program, shall have the right to terminate the then current telecast year by written notice to CBS. No such termination shall terminate this agree-

ment in its entirety but, on the contrary, it shall merely terminate the agreement for the then current telecast year.

15. It is agreed that CBS' status hereunder is that of an independent contractor and that except as herein otherwise provided, CBS has and shall have complete control over the means, method, details, working conditions, tools, place of work, hiring, firing, substitution and compensation of persons performing on or participating in the Programs. CBS covenants and agrees, with relation to persons employed by CBS in connection with the said Programs, to do or cause to be done all acts or things required of it as an employer under any statute, ruling, regulation or order relating to workmen's compensation, unemployment compensation insurance or old age benefits, or under any other applicable statute, ruling, regulation or order, including the filing of such returns and reports and payment of such taxes or contributions with relation to any of said persons as may be required of employers.

16. CBS agrees to indemnify and hold Sponsor and its advertising agency, if any, harmless from and against any and all claims, damages, liabilities, costs and expenses, including counsel fees arising from the broadcasting of the portion of the the Programs for which CBS is responsible; provided, however, that at CBS' option CBS may assume the defense of any claim or litigation to which the indemnity set forth in this

paragraph applies, and, if CBS does so assume the defense of any such claim or litigation to which the indemnity set forth in this paragraph applies, CBS' obligations with respect to such claim or litigation shall be limited to holding Sponsor and its advertising agency, if any, harmless against any loss or damages or costs caused by or arising out of any judgment or any settlement approved by CBS of any such claim or litigation. Notwithstanding CBS' election to assume the defense of any such claim or litigation, Sponsor and its advertising agency, if any, shall have the right in such instances, at its own expense, without being required to do so, to engage independent counsel to participate in the defense of their interests regarding any claim or litigation as to which they are indemnified under this paragraph 16. Sponsor agrees similarly to indemnify and hold CBS harmless with respect to commercial or advertising matter or other material furnished by Sponsor which is broadcast in connection with or as part of the Programs. Any agreements of indemnity given by Sponsor or its advertising agency, if any, to CBS under the Facilities Agreement shall not be applicable to the Programs to be supplied by CBS under this agreement.

17. (a) Except as may be otherwise authorized by Sponsor, CBS agrees to provide in its respective agreements with all permanent principal actors appearing on the Programs that, during the period of their respective engagements upon the Programs, they will not participate in any radio broadcast or television telecasts (other than the telecasts which are the subject of this

ADD
agreement or other broadcasts and telecasts sponsored by
Sponsor), which advertise any other tobacco or tobacco products,
and that they will not authorize the use of their names and/or
likenesses in connection with advertising of or giving publicity
to any other tobacco or tobacco products, ^{other than those of Sponsor.} CBS agrees that, upon
request of Sponsor, it will take all necessary steps to enforce
performance of such agreements. CBS shall take reasonable pre-
cautions to guard against the employment of any person as a per-
manent principal actor who has authorized the use of his name or
ADD likeness in connection with the advertising of or giving publicity
to any other tobacco or tobacco product, *unless Sponsor shall consent
to such employment.*

(b) CBS shall provide in its agreement with Benny
that, during the period of his engagement upon the Programs, he
will not participate in any television programs, live or recorded,
other than those that are the subject of this agreement and that
he will not participate in any radio broadcasts, live or recorded,
other than those under the sponsorship of the Sponsor, *during the
term of the agreement between Sponsor and Benny dated March 6, 1947, hereinbefore referred to,
as permitted to Benny by that agreement.*

ADD
*specify
in
the
contract*
18. CBS agrees that during the term of this agreement
the originally conceived portion of the Program shall not, with
CBS's consent, be reproduced in whole or in part by CBS or by
any artists appearing on the Programs, or by any other artist
in the employ or under the control of CBS, without the prior
written consent of Sponsor.

19. (a) CBS represents that it will be authorized to
grant and does hereby grant to Sponsor, the right to use, and to
license others to use, in a dignified manner, during their re-

material included in any integrated commercial.

20. CBS shall not be liable or responsible in any way whatsoever for failing to furnish the package hereunder, or any part thereof, because of epidemic, Acts of God or public enemy, fire, accident, casualty, riot, war, lock-out, strike, labor conditions, or any other calamitous event, the issuance of any executive or judicial order or the enactment, direction or act of any legally constituted authority, or because of any other cause, similar or dissimilar, beyond CBS' control, including, but without limiting the generality of the foregoing, the failure or refusal of any of the personnel engaged by CBS, (other than Benny), for said package to perform their services in connection therewith; and in any of the events enumerated above, neither Sponsor nor CBS shall have the right to terminate this agreement by reason thereof, or be relieved of their obligations hereunder. In the event that any of the personnel agreed to be furnished by CBS hereunder (other than Benny) fail or refuse to perform their services hereunder in connection with said package for any reason other than because of a strike, lock-out, or labor conditions caused by any union or unions of which they may be members, CBS shall use its best efforts to furnish such substitute or substitutes as CBS shall deem necessary for the rendition of the Program.

If, in any of the events mentioned in this Article 20, and as a result thereof, the furnishing of the package by CBS

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spective engagements upon the Programs, the name and likeness of each permanent performer appearing upon and as part of the said package, in the advertising and publicity of the product advertised on the Programs and in advertising and publicizing the broadcasting of such Programs, but Sponsor shall not use, or license others to use, the name or likeness of any such performer in connection with any endorsement of any kind; provided, however, that the use of Benny's name and likeness shall be only in accordance with the extract from the CBS-Benny agreement attached hereto as Exhibit "C". Nothing in this paragraph (a) of Article 19 shall in any way impair or limit the rights now available to Sponsor by virtue of its contract with Benny dated March 6, 1947, and its contract with Amusement Enterprises, Incorporated, of same date.

Q —
Contractual
commitment
(b) Unless it shall be prevented from doing so by any collective bargaining agreement or contractual commitment, if requested so to do by Sponsor, CBS will grant to Sponsor the right to use, and to license others to use, during the existence of the agreement, any quotations from CBS' scripts hereunder, for the publicizing and advertising of Lucky Strike Cigarettes, and further grants to Sponsor the right so to use such phrases from said scripts as may be peculiarly and particularly adapted or attached to Lucky Strike Cigarettes. During the term of this agreement and any extension hereof, Sponsor shall have the right to use in any and all advertising and publicity media the format, idea, plot and any other literary, musical or other creative

Q —
use of
transcription
itself?

respect to good taste. If Sponsor deems any material included in any script in violation of CBS' agreement set forth in the preceding sentence and Sponsor notifies CBS in writing of its objections, CBS agrees to rectify the matter complained of by Sponsor in all future programs.

CBS agrees that it will not engage any person on the Programs which CBS has reasonable grounds to believe shall be detrimental to any of Sponsor's products or be offensive to Sponsor or to any race, creed or national origin.

CBS agrees that it will include a provision in all contracts entered into with artists, except Benny, for their performance on the Program by which CBS shall have the unconditional right to dismiss any such artist and to terminate his services forthwith in the event ~~CBS~~ ^{or in the event CBS} shall, in its sole discretion, determine that any performance by such artist violates CBS' policies and standards with respect to good taste, or in the event such artist at any time shall commit any act or thing which shall be an offense involving moral turpitude under Federal, State or local laws ~~or which~~ ^{or the} brings artist into public disrepute, contempt, scandal or ridicule or which insults or offends the community or any organized group thereof or which reflects unfavorably upon CBS, the Sponsor or its advertising agency, ^{or Sponsor's products} or injures the success of the Program.

Changes
as
indicated

artist
at any
time
shall
commit,
or have
committed,
any act or
thing which
in the sole
judgment
of Sponsor

omit

Upon written request from Sponsor, CBS shall exercise its said right to terminate.

(b) CBS represents that its agreement with Benny with

respect to the Programs provides as follows:

"Benny agrees that he will not knowingly or willfully act or conduct himself in such manner that the reasonable consequence thereof will expose COLUMBIA or the sponsor of the programs hereunder to contempt, ridicule or obloquy and thereby cause COLUMBIA or such sponsor to suffer injury or damage. The filing, commencement, maintenance of defense of any action or proceeding of any character, or for any purpose whatsoever, either civil or otherwise, shall not be deemed in and of itself proof or evidence of the breach of the foregoing covenant."

23. If Sponsor elects, at any time during the existence of this agreement, to discontinue the manufacture and/or advertising of Lucy Strike Cigarettes, then in such event, this agreement shall not cease or terminate by reason thereof, but to the contrary, this agreement shall continue in full force and effect, provided that the substitute product to be advertised by Sponsor on the Programs hereunder shall be one of its brands of cigarettes or cigars.

24. On condition that CBS shall perform its obligations under this agreement and Benny shall perform in all respects as contemplated by this agreement, Sponsor consents to CBS entering into an agreement of even date herewith with Benny providing for Benny's performing television services exclusively for CBS,

(X)

Benny has agreed with CBS that if he desires to continue ^{regulated} television broadcasting after that date, his personal compensation will be Fifteen Thousand dollars (\$15,000) for each telecast, and any contract with Benny ~~entered into~~ referred to in this Article shall provide for compensation to him at that rate,

and subject to the said condition, Sponsor agrees that the said agreement shall supersede the respective rights and obligations of Sponsor and Benny under paragraph (b) of Article 7 of the agreement between Sponsor and Benny dated March 6, 1947. The parties hereto agree that this agreement does not alter, amend or supersede the agreement of March 6, 1947 between Sponsor and Benny except to the extent set forth in the preceding sentence of this paragraph 24.

25. The CBS-Benny agreement provides "As and when requested by BENNY an announcement shall be made upon the programs hereunder with respect to the title of any motion picture in which BENNY is then appearing, or in which he is scheduled to appear, together with the name of the producer thereof. However, no more than five (5) such announcements may be made with respect to each of said motion pictures." Sponsor agrees to the making of such announcements on the Programs.

26. CBS hereby grants to Sponsor an option to extend the term hereof for a period of two (2) telecast years commencing immediately upon the expiration of the original term hereof, upon the terms and conditions applicable to the third year of the original term hereof. The said option may be exercised by giving written notice to CBS of election to exercise the same not later than February 15, 1953.

27. It is understood and agreed that the Programs to be furnished by CBS is of a special, unique, unusual, extraordinary

and intellectual character which gives it a peculiar value, the loss of which cannot reasonably or adequately be compensated for in damages in an action at law, and that a breach by CBS of the provisions of this agreement will cause Sponsor irreparable injury. CBS hereby agrees that Sponsor shall be entitled to injunctive and other equitable relief to prevent a breach of this agreement by CBS.

It is understood and agreed that the services to be rendered by Benny under this agreement are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot reasonably or adequately be compensated for in damages in an action at law and that a violation by CBS to make available the services of Benny under this agreement will cause Sponsor irreparable injury. CBS represents that the CBS-Benny contract contains a similar statement with respect to the unique character of Benny's services; and CBS agrees that upon request of Sponsor it will use its best efforts to enforce its rights against Benny under the said clause in the CBS-Benny agreement.

28. (a) The CBS-Benny agreement does not give CBS any right to Benny's services subsequent to September 14, 1955. However, in the event that CBS contracts prior to April 28, 1955, with Benny for his personal services on television programs following the two years provided in Article 26 above, and provided Sponsor shall have exercised its option with respect to said two

① — See June 28 memo. Item (I) — J.B. wants to continue, we to have first refusal at \$15.00 for Benny personally (see note X)

years provided in Article 26 above,
then CBS shall give Sponsor notice of the terms and conditions
on which it is willing to contract with any other person, firm
or corporation and Sponsor shall have five (5) business days
after receipt of notice of such terms and conditions to accept
them on its behalf.

29. CBS agrees that all performers and musicians
furnished as part of the package will, during their respective
engagements upon the Programs, be members in good standing of,
or authorized to appear by, any labor union with which CBS may
have an agreement legally requiring such membership or authoriza-
tion and which shall have jurisdiction over such performers and
musicians.

30. All notices and demands herein required or per-
mitted shall be in writing. The mailing of a notice or demand
by registered mail, postage prepaid, to Sponsor at 111 Fifth
Avenue, New York, N. Y. or to CBS at 485 Madison Avenue, New
York, N. Y. shall be sufficient service thereof. Either party
may change the place of notice by advising the other by registered
mail, such change to be effective upon receipt of such advice.

31. This agreement constitutes the entire agreement
between the parties hereto and can only be amended by a written
agreement signed by both parties hereto.

32. No waiver by either of the parties hereto of any

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years, CBS will give Sponsor notice to such effect on or before April 1, 1955 or such later date as CBS shall so contract with Benny and Sponsor shall have a period of thirty (30) days next following the giving of such notice, or until April 30, 1955, if that shall be later, in which to negotiate the terms and conditions upon which CBS will furnish the Programs to Sponsor for the period following the second option year.

(b) In the event CBS and Sponsor fail to reach agreement within the time specified in paragraph (a) above, CBS shall be free to offer the Programs to any other person, firm or corporation on terms and conditions not more favorable than were offered to Sponsor without first reoffering same to Sponsor upon such terms and conditions.

(c) In the event that

(1) CBS and Sponsor fail to reach agreement within the time specified in paragraph (a) above, and CBS shall be willing to contract for the Programs prior to July 1, 1955 with any other person, firm or corporation on terms and conditions more favorable than were first offered to Sponsor, or

(11) CBS shall have contracted after April 28, 1955 and prior to July 1, 1955 with Benny for his personal services in television programs following the two

breach of any agreement to be performed by the other party hereunder shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other agreement.

33. This agreement has been made in the State of New York and shall be governed by the laws of that state applicable to contracts fully to be performed therein.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto, the day and year first above written.

THE AMERICAN TOBACCO COMPANY

By _____

COLUMBIA BROADCASTING SYSTEM, INC.

By _____

*Exhibits
to be attached*

*Additional clauses for
consideration:
CBS warranty of right to contract
Arbitration clause
Counterparts
Agency clause*

October , 1950

The American Tobacco Company
111 Fifth Avenue
New York, N. Y.

Dear Sirs:

This letter shall constitute an addendum to the agreement between us dated , 1950 by way of a "most favored nation" clause, by which term the following is intended:-

CBS is aware that the cigarette business is highly competitive. In making advertising expenditures of the magnitude contemplated by the aforesaid agreement, The American Tobacco Company cannot be put to a disadvantage in relation to its competitors in the cigarette business. CBS agrees that if it shall make any agreement with any competitor of The American Tobacco Company in relation to broadcasting or telecasting by stars of the stature of Jack Benny on terms that would give such competitors the services of such comparable stars on financial terms and conditions substantially more favorable than those applicable to the aforesaid agreement between CBS and The American Tobacco Company, then the sums payable by The American Tobacco Company under the aforesaid agreement shall be commensurately reduced and the other terms and conditions shall be commensurately adjusted.

Very truly yours,
COLUMBIA BROADCASTING SYSTEM, INC.

By _____

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October , 1950

The American Tobacco Company
111 Fifth Avenue
New York, N. Y.

Dear Sirs:

As a material inducement to, and in consideration of, the making and execution of the foregoing agreement by The American Tobacco Company, the undersigned, Jack Benny, covenants that he will fully, faithfully and promptly render his services in accordance with the commitments therefor made by CBS to Sponsor in the foregoing agreement.

Very truly yours,

*Note: If any change made in
ATCo - CBS contract, will
Benny have to consent? Prob.
not, above letter is not a
guaranty.*