



CABLE ADDRESS  
TOWHATTAN

*The American Tobacco Company*  
INCORPORATED  
*111 Fifth Avenue*  
*New York 3, N.Y.*

September 28, 1951

Amusement Enterprises, Inc.  
6121 Sunset Boulevard  
Los Angeles, California

Gentlemen:

It is hereby mutually agreed that THE JACK BENNY PROGRAM designed for broadcasting on November 4 and 11, 1951, will be transcribed in Hollywood, California, in advance of the broadcast dates, and the transcriptions will be used for broadcasting over the Columbia Broadcasting System on those dates.

This is to indicate that we have no objection to this procedure in this instance.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

By

*C. R. Kline*  
Advertising Manager

UNDERSTANDING CONFIRMED:

AMUSEMENT ENTERPRISES, INC.

By

*John Seward*  
President

CC: MCA Artists, Ltd.  
9370 Burton Way  
Beverly Hills, Calif.

Wright and Millikan  
Suite 1125-1130  
111 West 7 Street  
Los Angeles 14, Calif.

Columbia Broadcasting System, Inc.  
Attention of Mr. William S. Paley  
485 Madison Avenue, New York City

Columbia Broadcasting System, Inc.  
Attention of Mr. James Seward  
485 Madison Avenue, New York City

AMUSEMENT ENTERPRISES, INC.

6121 SUNSET BOULEVARD Address reply to 485 Madison Av.  
HOLLYWOOD 28, CALIFORNIA New York, N.Y.

June 7, 1951

The American Tobacco Company  
c/o Batten, Barton, Durstine & Osborn  
383 Madison Avenue  
New York, New York

Gentlemen;

Reference is made to the contract between us dated March 6, 1947, as heretofore modified and amended.

This will confirm our agreement that, notwithstanding the provisions of paragraph 14 of said contract, the amounts due us with respect to the March 11, 1951 radio broadcast of "THE JACK BENNY PROGRAM", which was broadcast in the form of a transcription of a previous broadcast due to the illness of Jack Benny, shall be reduced by the following amounts:

Eight Hundred Dollars (\$800.00), being fifty percent (50%) of the amount ordinarily paid to Eddie Anderson (Rochester);

One Thousand Dollars (\$1,000.00), being fifty percent (50%) of the amount ordinarily paid to Dennis Day;

Three Thousand Five Hundred Dollars (\$3,500.00), being approximately fifty percent (50%) of our anticipated profit in connection with said broadcast if it had been presented in the ordinary manner.

Since we have already been paid the contractual price with respect to the broadcast of March 11, 1951, we will refund the above amounts to you.

If the foregoing is in accordance with your understanding please so indicate by signing and returning to us the enclosed carbon copies.

Very truly yours,

Agreed and Accepted:

AMUSEMENT ENTERPRISES, INC.

THE AMERICAN TOBACCO COMPANY

By James M. Seward  
By QBR Skinner

DK/lut



Cable Address  
POW-HATTAN

*The American Tobacco Company*  
INCORPORATED  
*111 Fifth Avenue*  
*New York 3, N.Y.*

May 9, 1951

Amusement Enterprises, Inc.  
6121 Sunset Boulevard  
Los Angeles, California

Gentlemen:

Reference is made to the contract between us dated March 6, 1947, as heretofore modified and extended.

It is hereby mutually agreed that Station KEYY-Pocatello, Idaho, shall be added to the list of stations currently carrying THE JACK BENNY PROGRAM on Sundays, from 7:00 to 7:30 p.m. CNYT on a live basis, starting with the program of May 13, 1951; subject, however, to our right to cancel this station at any time.

Will you please confirm this modification of the contract by signing and returning the enclosed carbon copies to Miss Kay Winn, Batten, Barton, Durstine & Osborn, Inc., 383 Madison Avenue, New York 17, New York.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

AGREED AND ACCEPTED:

AMUSEMENT ENTERPRISES, INC.

By

*James M. Seward*  
President

By

*C. H. Skerwin*  
Advertising Department

CC: MCA Artists, Ltd.  
9370 Burton Way  
Beverly Hills, Calif.

Wright and Millikan  
Suite 1125-1130  
111 West 7th Street  
Los Angeles 14, Calif.

Columbia Broadcasting System, Inc.  
Attention Mr. William S. Paley  
485 Madison Avenue  
New York, New York

Columbia Broadcasting System, Inc.  
Attention Mr. James Seward  
485 Madison Avenue  
New York, New York



CABLE ADDRESS  
POWATTAN

*The American Tobacco Company*  
INCORPORATED  
*111 Fifth Avenue*  
*New York 3, N.Y.*

April 25, 1951

Amusement Enterprises, Inc.  
6121 Sunset Boulevard  
Los Angeles, California

Gentlemen:

It is hereby mutually agreed that THE JACK BENNY PROGRAM designed for broadcasting on May 20, 1951, will be transcribed in Hollywood, California, in advance of the broadcast date, and the transcription will be used for broadcasting over the Columbia Broadcasting System on that date.

This is to indicate that we have no objection to this procedure in this instance.

Very truly yours,

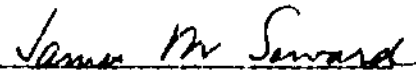
THE AMERICAN TOBACCO COMPANY

By

  
Advertising Manager

UNDERSTANDING CONFIRMED:

AMUSEMENT ENTERPRISES, INC.

By   
President

CC: MCA Artists, Ltd.  
9370 Burton Way  
Beverly Hills, Calif.

Wright and Millikan  
Suite 1125-1130  
111 West 7 Street  
Los Angeles 14, Calif.

Columbia Broadcasting System, Inc.  
Attention of Mr. William S. Paley  
485 Madison Ave., N.Y.C.

Columbia Broadcasting System, Inc.  
Attention of Mr. James Seward  
485 Madison Ave., N.Y.C.



CABLE ADDRESS  
FOUNTAINE

*The American Tobacco Company*  
*111 Fifth Avenue*  
*New York 3, N.Y.*

April 16, 1951

Amusement Enterprises, Inc.  
6121 Sunset Boulevard  
Los Angeles, California

Gentlemen:

It is hereby mutually agreed that THE JACK BENNY PROGRAM designed for broadcasting on April 22, 1951, will be transcribed in Hollywood, California, in advance of the broadcast date, and the transcription will be used for broadcasting over the Columbia Broadcasting System on that date.

This is to indicate that we have no objection to this procedure in this instance.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

By *R. R. Kene*  
Advertising Manager

UNDERSTANDING CONFIRMED:

AMUSEMENT ENTERPRISES, INC.

By *James M. Seward*  
President

CC: MCA Artists, Ltd.  
9370 Burton Way  
Beverly Hills, Calif.

Wright and Millikan  
Suite 1125-1130  
111 West 7 Street  
Los Angeles 14, Calif.

Columbia Broadcasting System, Inc.  
Attention of Mr. William S. Paley  
485 Madison Avenue, New York City  
Columbia Broadcasting System, Inc.  
Attention of Mr. James Seward  
485 Madison Avenue, New York City



CABLE ADDRESS  
POW HATTEN

*The American Tobacco Company*  
111 Fifth Avenue  
New York 3, N.Y.

April 3, 1951

Amusement Enterprises, Inc.  
485 Madison Avenue  
New York, New York

Gentlemen:

Reference is made to the contract between us dated March 6, 1947, as heretofore modified and extended.

It is hereby mutually agreed that the Program Period now scheduled to begin on the first Sunday in October, 1951, shall begin on September 16, 1951, and shall be a period of thirty-eight (38) consecutive weeks ending with the broadcast of June 1, 1952.

It is further mutually agreed that the number of extra broadcasts which may be added to said Program Period under the provisions of Paragraph 5 of said contract shall be limited to one (1) broadcast, and that in no event shall said Program Period include more than thirty-nine (39) broadcasts nor shall the last broadcast of said Program Period occur later than June 8, 1952.

In all other respects the contract between us, as heretofore modified and extended, remains unchanged and in full force and effect.

Will you please confirm this modification of the contract by signing and returning the enclosed copies of this letter to Miss Kay Winn, Batten, Barton, Durstine & Osborn, Inc., 383 Madison Avenue, New York 17, New York.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

AGREED AND ACCEPTED:

AMUSEMENT ENTERPRISES, INC.

By   
Advertising Manager

By  James M. Seward  
President



CABLE ADDRESS  
POW-HATTAN

*The American Tobacco Company*  
INCORPORATED  
*111 Fifth Avenue*  
*New York 3, N.Y.*

March 30, 1951

Amusement Enterprises, Inc.  
485 Madison Avenue  
New York, New York

Gentlemen:

Reference is made to the contract between us dated March 6, 1947, as heretofore modified and extended.

With specific reference to Paragraph 5 of said contract, and to amendment dated April 27, 1950, it is hereby mutually agreed that one extra broadcast shall be added to the Program Period which began on September 10, 1950. This extra broadcast shall take place on June 3, 1951, making a total of thirty-nine (39) broadcasts in the current Program Period.

In all other respects the contract between us, as heretofore modified and extended, remains unchanged and in full force and effect.

Will you please confirm this modification of the contract by signing and returning the enclosed copies of this letter to Miss Kay Winn, Batten, Barton, Durstine & Osborn, Inc., 383 Madison Avenue, New York 17, New York.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

AGREED AND ACCEPTED:

AMUSEMENT ENTERPRISES, INC.

By

*CR Steiner*  
Advertising Manager

WJH  
By

*James M. Sewant*  
President



CABLE ADDRESS  
POW-HATTAN

*The American Tobacco Company*  
*111 Fifth Avenue*  
*New York 3, N.Y.*

March 14, 1951

Amusement Enterprises, Inc.  
6121 Sunset Boulevard  
Los Angeles, California

Gentlemen:

It is hereby mutually agreed that THE JACK BENNY PROGRAM designed for broadcasting on April 1, 1951, will be transcribed in Hollywood, California, in advance of the broadcast date, and the transcription will be used for broadcasting over the Columbia Broadcasting System on that date.

This is to indicate that we have no objection to this procedure in this instance.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

By

*OR Steiner*  
Advertising Manager

UNDERSTANDING CONFIRMED:

AMUSEMENT ENTERPRISES, INC.

By *James M. Seward*  
President

CC: MCA Artists, Ltd.  
9370 Burton Way  
Beverly Hills, Calif.

Wright and Millikan  
Suite 1125-1130  
111 West 7 Street  
Los Angeles 14, Calif.

Columbia Broadcasting System, Inc.  
Attention of Mr. William S. Paley  
485 Madison Avenue  
New York, N. Y.

Columbia Broadcasting System, Inc.  
Attention of Mr. James Seward  
485 Madison Avenue  
New York, N.Y.





THE AMERICAN  
TOBACCO COMPANY

*The American Tobacco Company*  
*111 Fifth Avenue*  
*New York 3, N.Y.*

March 9, 1951

Amusement Enterprises, Inc.  
6121 Sunset Boulevard  
Los Angeles, California

Gentlemen:

Contrary to the information contained in our letter to you of February 27, 1951, it is hereby mutually agreed that THE JACK BENNY PROGRAM of March 18, 1951, will be broadcast live from Hollywood, California, on that date.

Will you please acknowledge receipt of this letter by signing and returning the enclosed copies to Miss Kay Winn, Batten, Barton, Durstine & Osborn, Inc., 383 Madison Avenue, New York 17, New York.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

By

*C. R. Jensen*  
Advertising Manager

UNDERSTANDING CONFIRMED:

AMUSEMENT ENTERPRISES, INC.

By *James M. Seward*  
President

CC: MCA Artists, Ltd.  
9370 Burton Way  
Beverly Hills, Calif.

Wright and Millikan  
Suite 1125-1130  
Los Angeles 14, Calif.

Columbia Broadcasting System, Inc.  
Attention of Mr. William S. Paley  
485 Madison Avenue  
New York, New York

Columbia Broadcasting System, Inc.  
Attention of Mr. James Seward  
485 Madison Avenue  
New York, New York



CABLE ADDRESS  
FOWHATTAN

*The American Tobacco Company*

*111 Fifth Avenue*

*New York 3, N.Y.*

February 27, 1951

Amusement Enterprises, Inc.  
6121 Sunset Boulevard  
Los Angeles, California

Gentlemen:

It is hereby mutually agreed that THE JACK BENNY PROGRAM designed for broadcasting on March 18, 1951, will be transcribed in Hollywood, California, in advance of the broadcast date, and the transcription will be used for broadcasting over the Columbia Broadcasting System on that date.

This is to indicate that we have no objection to this procedure in this instance.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

By *C. R. Severn*  
Advertising Manager

UNDERSTANDING CONFIRMED:

AMUSEMENT ENTERPRISES, INC.

By *for Severn*  
President

CC: MCA Artists, Ltd.  
9370 Burton Way  
Beverly Hills, Calif.

Wright and Milliken  
Suite 1125-1130  
111 West 7 Street  
Los Angeles 17, Calif.

Columbia Broadcasting System, Inc.  
Attention of Mr. William S. Paley  
485 Madison Avenue  
New York, New York

Columbia Broadcasting System, Inc.  
Attention of Mr. James Seward  
485 Madison Avenue  
New York, New York

February 5, 1951

The American Tobacco Company, Incorporated  
111 Fifth Avenue  
New York 3, New York

Gentlemen:

We are informed that, in compliance with the provisions of the agreement between you and Mr. Jack Benny, dated March 6, 1947, as amended by a letter agreement dated October 25, 1950, Mr. Benny has exercised his right to change the origination of the February 11, 1951 broadcast of "THE JACK BENNY PROGRAM" to Palm Springs, California.

This will confirm our understanding that, anything to the contrary contained in the agreement between us, dated March 6, 1947, notwithstanding:

1. The broadcast of "THE JACK BENNY PROGRAM", scheduled for February 11, 1951, shall originate from Palm Springs, California rather than from Hollywood, California; and
2. In addition to the payment which you are required to make under paragraph 4 of said agreement, you shall pay to us, pursuant to paragraph 23 of said agreement, all "wire and pick-up charges" necessitated or incurred by reason of this broadcast.

Very truly yours,

AMUSEMENT ENTERPRISES, INC.

1500  
By James M. Seward  
President

Approved and Confirmed:

THE AMERICAN TOBACCO COMPANY, INCORPORATED

By C. R. Hansen  
Advertising Manager



CABLE ADDRESS  
TOWHATTAN

*The American Tobacco Company*  
INCORPORATED  
*111 Fifth Avenue*  
*New York 3, N.Y.*

February 1, 1951

Amusement Enterprises, Inc.  
485 Madison Avenue  
New York 22, New York

Gentlemen:

It is hereby mutually agreed that THE JACK BENNY PROGRAM designed for broadcasting on February 18, 1951, will be transcribed in Hollywood, California, in advance of the broadcast date, and the transcription will be used for broadcasting over the Columbia Broadcasting System on that date. We understand that this program is being recorded in advance of the broadcast date in order that Jack Benny may appear in Houston, Texas, on behalf of the United Jewish Appeal and that all additional costs of presenting the above program by means of recording will be borne by Jack Benny.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

By V. J. Brown  
Ass't. Advertising Manager

Understanding Confirmed:

AMUSEMENT ENTERPRISES, INC.

By James M. Sweeney

January 22, 1951

American Tobacco Company  
111 Fifth Avenue  
New York, New York

Gentlemen:

Please be advised that I desire the February 11, 1951 broadcast of "The Jack Benny Program" to originate from Palm Springs, California. This notice is given in accordance with the provisions of paragraph 2 of my agreement with you of October 25, 1950, which amends my agreement with you of March 6, 1947.

Please indicate due and timely receipt of the foregoing notice by signing a carbon copy of this letter in the space provided below and returning the same to me c/o MCA Artists, Ltd., 9370 Santa Monica Boulevard, Beverly Hills, California.

Very truly yours,

  
JACK BENNY

Due and timely receipt of the foregoing is hereby acknowledged.

AMERICAN TOBACCO COMPANY

By   
Advertising Manager

cc: Batten, Barton, Durstine & Osborn  
383 Madison Avenue  
New York 17, New York



CABLE ADDRESS:  
POWHATTAN

*The American Tobacco Company*  
INCORPORATED  
*111 Fifth Avenue*  
*New York 3, N.Y.*

January 24, 1951

Amusement Enterprises, Inc.  
484 Madison Avenue  
New York 22, New York

Gentlemen:

This is confirm the fact that by mutual agreement THE JACK BENNY PROGRAM designed for broadcasting on January 28, 1951, was transcribed in Hollywood, California, on January 19, 1951, and the transcription will be used for broadcasting as scheduled on January 28, 1951, over the Columbia Broadcasting System.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

By *CR Skene*  
Advertising Manager

UNDERSTANDING CONFIRMED:

AMUSEMENT ENTERPRISES, INC.

*AM*  
By *James M. Seward*  
President



CABLE ADDRESS  
POWHATTAN

*The American Tobacco Company*  
*111 Fifth Avenue*  
*New York 3, N.Y.*

December 14, 1950

Amusement Enterprises, Inc.  
465 Madison Avenue  
New York 22, New York

Gentlemen:

This will confirm our understanding that The Jack Benny Program of December 10 originated in Palm Springs, California, by reason of exercise by Mr. Benny of his right so to change the point of origination under letter agreement dated October 25, 1950, amending contract between him and us dated March 6, 1947.

It is further understood, over and above the weekly payment under Paragraph 14 of the agreement between you and us dated March 6, 1947, that we shall, pursuant to Paragraph 23 of that agreement, pay "wire and pick-up charges" necessitated or incurred by reason of this broadcast.

Very truly yours,

THE AMERICAN TOBACCO COMPANY, INC.

By   
Advertising Manager



Understanding Confirmed

AMUSEMENT ENTERPRISES, INC.

By   
President



CABLE ADDRESS  
POW-HATTAN

*The American Tobacco Company*  
INCORPORATED  
*111 Fifth Avenue*  
*New York 3, N.Y.*

November 21, 1950

Amusement Enterprises, Inc.  
6121 Sunset Boulevard  
Los Angeles, California

Gentlemen:

It is hereby mutually agreed that THE JACK BENNY PROGRAMS designed for broadcasting on December 3, 24, and 31, 1950, will be transcribed in Hollywood, California, in advance of the broadcast dates, and the transcriptions will be used for broadcasting over the Columbia Broadcasting System on those dates.

This is to indicate that we have no objection to this procedure in these instances.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

By *R. J. Harman* *for*  
Advertising Manager

UNDERSTANDING CONFIRMED:

AMUSEMENT ENTERPRISES, INC.

By *Sam L. Stewart*  
Vice President

CC: MCA Artists, Ltd.  
9370 Burton Way  
Beverly Hills, Calif.

Wright and Millikan  
Suite 1125-1130  
111 West 7 Street  
Los Angeles 14, Calif.

Columbia Broadcasting System Inc.  
Attention of Mr. William E. Paley  
485 Madison Avenue  
New York, New York

Columbia Broadcasting System Inc.  
Attention of Mr. James Beard  
485 Madison Avenue  
New York, New York





CABLE ADDRESS  
POWHAYTAN

*The American Tobacco Company*  
INCORPORATED  
*111 Fifth Avenue*  
*New York 3, N.Y.*

October 26, 1950

Amusement Enterprises, Inc.  
6121 Sunset Boulevard  
Los Angeles, California

Gentlemen:

It is hereby mutually agreed that THE JACK BENNY PROGRAM designed for broadcasting on November 12, 1950, will be transcribed in Hollywood, California, in advance of the broadcast date, and the transcription will be used for broadcasting over the Columbia Broadcasting System on that date.

This is to indicate that we have no objection to this procedure in this instance.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

UNDERSTANDING CONFIRMED:

AMUSEMENT ENTERPRISES, INC.

By *James Seward*  
Vice President

By *GRS*  
Advertising Manager

CC: MCA Artists, Ltd.  
9370 Burton Way  
Beverly Hills, Calif.

Wright and Millikan  
Suite 1125-1130  
111 West 7 Street  
Los Angeles 14, California

Columbia Broadcasting System, Inc.  
Attention of Mr. William S. Paley  
485 Madison Avenue  
New York, New York

Columbia Broadcasting System, Inc.  
Attention of Mr. James Seward  
485 Madison Avenue  
New York, New York

(f)

AMUSEMENT ENTERPRISES, INC.  
6121 Sunset Boulevard  
Los Angeles 28, California

10/25/50

The American Tobacco Company  
111 Fifth Avenue  
New York, New York

Gentlemen:

We understand that you intend to deliver to Jack Benny a letter embodying the following modification of the agreement between Mr. Benny and your company dated March 6, 1947, with respect to his radio services:

"In consideration of the fact that experience has proven that originating some of your broadcasts from Palm Springs, California, enhances the reception thereof by the public, it is hereby mutually agreed that no more than five (5) programs are to be broadcast from Palm Springs, California during the current Program Period and also no more than five (5) programs during the next succeeding Program Period as follows: You shall determine which of said programs shall so originate from Palm Springs, California pursuant to the provisions of this paragraph, and you shall give us two weeks prior written notice of each such change of origination point under this paragraph; it being further agreed that the last two provisions of paragraph 11 of said agreement between you and us shall be applicable to this paragraph, and it is also agreed that this paragraph is deemed a binding provision added to the provisions of the said paragraph 11.

"Except as hereinabove modified, said agreement between you and us dated March 6, 1947, remains as is and is hereby reaffirmed."

We hereby approve the change in origination of the Jack Benny radio program as set forth above.

Very truly yours,

AMUSEMENT ENTERPRISES, INC.

By James M. Seward  
President



CABLE ADDRESS  
POWHATTAN

*The American Tobacco Company*  
INCORPORATED  
*111 Fifth Avenue*  
*New York 3, N.Y.*

October 11, 1950

Amusement Enterprises, Inc.  
6121 Sunset Boulevard  
Los Angeles, California

Gentlemen:

It is hereby mutually agreed that THE JACK BENNY PROGRAMS designed for broadcasting on October 22, 1950 and October 29, 1950, will be transcribed in Hollywood, California in advance of the broadcast dates, and the transcriptions will be used for broadcasting over the Columbia Broadcasting System on those dates.

This is to indicate that we have no objection to this procedure in these instances.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

UNDERSTANDING CONFIRMED:

AMUSEMENT ENTERPRISES, INC.

By

*James Seward*  
Vice President

By

*W. R. Skene*  
Advertising Manager

CC: MCA Artists, Ltd.  
9370 Burton Way  
Beverly Hills, Calif.

Wright and Millikan  
Suite 1125 - 1130  
111 West 7 Street  
Los Angeles 14, California

Columbia Broadcasting System, Inc.  
Attention of Mr. William S. Paley  
485 Madison Avenue  
New York, New York

Columbia Broadcasting System, Inc.  
Attention of Mr. James Seward  
485 Madison Avenue  
New York, New York



CALL ADDRESS  
FOURTH FLOOR

*The American Tobacco Company*  
INCORPORATED  
*111 Fifth Avenue*  
*New York 3, N.Y.*

April 27, 1950

Amusement Enterprises, Inc.  
485 Madison Avenue  
New York, New York

Gentlemen:

In accordance with Mr. Benny's request, it is mutually agreed that Paragraph 5 of the Agreement between you and us dated March 6, 1947, is modified to provide that the broadcast period scheduled to begin on the first Sunday in October 1950, shall begin on September 10, 1950, and shall be a period of thirty-eight (38) consecutive weeks.

It is further mutually agreed that the number of extra broadcasts which may be added to said broadcast period under the provisions of Paragraph 5 of said Agreement shall be limited to one (1) broadcast and that in no event shall said broadcast period include more than thirty-nine (39) broadcasts nor shall the last broadcast of said program period occur later than June 3, 1951.

In all other respects the Agreement between you and us, as heretofore modified, remains unchanged and in full force and effect.

Will you please confirm this modification of the Agreement by signing and returning the enclosed copies of this letter to Miss Kay Vinn, Batten, Barton, Durstine & Osborn, Inc., 583 Madison Avenue, New York, New York.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

By *A. R. Skinner*

Advertising Manager

Accepted and Agreed:

AMUSEMENT ENTERPRISES, INC.

By *James M. Seward*  
President



CABLE ADDRESS  
POWHATTAN

*The American Tobacco Company*  
INCORPORATED  
*111 Fifth Avenue*  
*New York 3, N.Y.*

April 19, 1950

Amusement Enterprises, Inc.  
6121 Sunset Boulevard  
Los Angeles, California

Gentlemen:

It is hereby mutually agreed that THE JACK BENNY PROGRAMS designed for broadcasting on May 21 and 28, 1950, will be transcribed in Hollywood, California, in advance of the broadcast dates, and the transcriptions will be used for broadcasting over the Columbia Broadcasting System on those dates.

This is to indicate that we have no objection to this procedure in these instances.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

Understanding Confirmed:

AMUSEMENT ENTERPRISES, INC.

By

*A. R. Hansen*  
Advertising Manager

By

*Kenneth L. Gault*

GO: MGA Artists, Ltd.  
9370 Burton Way  
Beverly Hills, California

Wright and Millikan  
Suite 1125-1130  
111 West 7 Street  
Los Angeles 14, California

Columbia Broadcasting System, Inc.  
Attention of Mr. William S. Paley  
485 Madison Avenue  
New York, New York

Columbia Broadcasting System, Inc.  
Attention of Mr. James Seward  
485 Madison Avenue  
New York, New York

March 20, 1950

The American Tobacco Company  
111 Fifth Avenue  
New York City, New York

Gentlemen:

This will confirm our understanding with respect to the radio programs currently entitled The Jack Benny Program.

Notwithstanding anything to the contrary contained in our agreement dated March 6, 1947, with respect to said programs, it is hereby agreed (1) that the broadcasts of the program scheduled for March 26, 1950, and April 2, 1950, shall originate in Palm Springs, California, rather than from Hollywood, California; and (2) that if, because of the origination of said broadcasts from Palm Springs as aforesaid, the cost of the items you are required to supply at your own expense pursuant to paragraph 3 of said agreement shall exceed the cost of such items should said programs have originated from Hollywood, California, we will pay the amount of such excess.

If the above correctly sets forth our understanding, will you please sign the enclosed copy of this letter in the space below and return the same to us.

Very truly yours,

AMUSEMENT ENTERPRISES, INC.

By: James M. Seward

UNDERSTANDING CONFIRMED  
AS ABOVE STATED.

THE AMERICAN TOBACCO COMPANY

By: Paul H. Cohen

Vice President



CABLE ADDRESS  
POWHATTAN

*The American Tobacco Company*  
INCORPORATED  
*111 Fifth Avenue*  
*New York 3, N.Y.*

January 31, 1950

Amusement Enterprises, Inc.  
6121 Sunset Boulevard  
Los Angeles, California

Gentlemen:

Confirming verbal approval previously given you, we understand that THE JACK BENNY PROGRAM designed for broadcast on January 29, 1950, was recorded in advance of the broadcast date, and the transcription was used for broadcasting over the Columbia Broadcasting System on that date.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

By

*William S. Paley*  
Vice President

UNDERSTANDING CONFIRMED:

AMUSEMENT ENTERPRISES, INC.

By

*James Seward*

cc: MCA Artists, Ltd.  
9370 Burton Way  
Beverly Hills, California

Wright and Millikan  
Suite 1125-1130  
111 West 7 Street  
Los Angeles 14, California

Columbia Broadcasting System, Inc.  
Attention of Mr. William S. Paley  
485 Madison Avenue  
New York, New York

Columbia Broadcasting System, Inc.  
Attention of Mr. James Seward  
485 Madison Avenue  
New York, New York



CABLE ADDRESS  
POW-HATTAN

*The American Tobacco Company*  
*111 Fifth Avenue*  
*New York 3, N.Y.*

January 30, 1950

Amusement Enterprises, Inc.  
6121 Sunset Boulevard  
Los Angeles, California

Gentlemen:

It is hereby mutually agreed that THE JACK BENNY PROGRAM designed for broadcasting on February 26, 1950, will be transcribed in Hollywood, California in advance of broadcast date, and the transcription will be used for broadcasting over the Columbia Broadcasting System on that date.

This is to indicate that we have no objection to this procedure in this instance.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

By

  
Vice President

UNDERSTANDING CONFIRMED:

AMUSEMENT ENTERPRISES, INC.

By 

cc: MCA Artists, Ltd.  
9370 Burton Way  
Beverly Hills, California

Wright and Millikan  
Suite 1125-1130  
111 West 7 Street  
Los Angeles 14, California

Columbia Broadcasting System, Inc.  
Attention of Mr. William S. Paley  
485 Madison Avenue  
New York, New York

Columbia Broadcasting System, Inc.  
Attention of Mr. James Seward  
485 Madison Avenue  
New York, New York



January 11, 1950

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

Gentlemen:

This will confirm our understanding with respect to the radio programs currently entitled The Jack Benny Program.

Notwithstanding anything to the contrary contained in our agreement dated March 6, 1947, with respect to said programs, it is hereby agreed:

(1) That the broadcasts of the following programs shall originate from the following places, rather than from Hollywood, California:

<u>Program</u>	<u>Place of Origination</u>
February 5, 1950	New York, N. Y.
February 12, 1950	New York, N. Y.

and

(2) That if because of the origination of said broadcasts as aforesaid, rather than from Hollywood, California, the cost of the items you are required to supply at your own expense pursuant to paragraph 3 of said agreement shall exceed the cost of such items should said programs have originated from Hollywood, California, we will pay the amount of such excess. It is understood, of course, that "wire and pick-up charges" is not one of said items and that you will pay any and all "wire and pick-up charges" necessitated and/or incurred by reason of said broadcasts without recoupment, as is provided in paragraph 23 of said agreement.

If the above correctly sets forth our understanding, will you please sign the enclosed copy of this letter in the space below and return the same to us at 485 Madison Avenue, New York, N. Y.

Very truly yours,  
AMUSEMENT ENTERPRISES, INC.

By James M. Seward, Pres.

Understanding confirmed as above stated.

THE AMERICAN TOBACCO COMPANY

By: Rene C. Hall  
Vice President



CABLE ADDRESS  
POWHATTAN

*The American Tobacco Company*

*111 Fifth Avenue*

*New York 3, N.Y.*

December 9, 1949

Amusement Enterprises, Inc.  
6121 Sunset Boulevard  
Los Angeles, California

Gentlemen:

This will serve as our permission for the dubbing of excerpts from off-the-air recordings of THE JACK BENNY PROGRAM into a 15-minute transcribed program subject to the following conditions:

1. That the program shall be used only by the American Red Cross and only during its campaign in March 1950;
2. That it shall be broadcast only on local stations and not more than once in any area; and
3. That said transcribed program shall not be broadcast at a time which would conflict with the broadcast of any program sponsored by us or our subsidiaries or affiliates.

This is to indicate that we have no objection to this procedure in this instance.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

By *Rueben Latus*  
Vice President

UNDERSTANDING CONFIRMED:

AMUSEMENT ENT. ENTERPRISES, INC.

By *Red Marx*

CC: MCA Artists, Ltd.  
9370 Burton Way  
Beverly Hills, California

Bright and Milliken  
Suite 1125-1130  
111 West 7 Street  
Los Angeles 14, California

Columbia Broadcasting System, Inc.  
Attention of Mr. William S. Paley  
485 Madison Avenue  
New York, N.Y.

Columbia Broadcasting System, Inc.  
Attention of Mr. James Seward  
485 Madison Avenue  
New York, N.Y.



CABLE ADDRESS  
POW-HATTAN

*The American Tobacco Company*  
INCORPORATED  
*111 Fifth Avenue*  
*New York 3, N.Y.*

November 22, 1949

Amusement Enterprises, Inc.  
6121 Sunset Boulevard,  
Los Angeles, California

Gentlemen:

It is hereby mutually agreed that THE JACK BENNY PROGRAM designed for broadcasting on January 1, 1950 will be transcribed in Hollywood, California in advance of broadcast date, and the transcription will be used for broadcasting over the Columbia Broadcasting System on that date.

This is to indicate that we have no objection to this procedure in this instance.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

By *Benjamin*  
Vice President

UNDERSTANDING CONFIRMED:

AMUSEMENT ENTERPRISES, INC.

By *W. M. Millikan*

CC: MCA Artists, Ltd.  
9370 Burton Way  
Beverly Hills, California

Wright and Millikan  
Suite 1125-1130  
111 West 7 Street  
Los Angeles 14, California

Columbia Broadcasting System, Inc.  
Attention of Mr. William S. Paley  
485 Madison Avenue  
New York, N. Y.

Columbia Broadcasting System, Inc.  
Attention of Mr. James Seward  
485 Madison Avenue  
New York, N. Y.

COLUMBIA BROADCASTING SYSTEM, INC.

485 MADISON AVENUE, NEW YORK 22, N.Y.

PLAZA 5-2000

JAMES M. SEWARD  
VICE PRESIDENT IN CHARGE OF OPERATIONS

November 18, 1949

Mr. Paul M. Hahn, Vice President  
The American Tobacco Company  
111 Fifth Avenue  
New York 3, New York

Dear Mr. Hahn:

We are returning herewith an accepted copy of your letter of November 9 to Amusement Enterprises granting your permission for the December 18th Jack Benny program to be presented as a transcription. We very much appreciate your cooperation in this matter.

May I suggest that your records be changed to show the address of Amusement Enterprises, Inc., as 6121 Sunset Boulevard, Los Angeles, California, rather than the Beverly Hills address used for this letter.

Sincerely yours,

*James Seward*

RECEIVED

NOV 21 1949

P. M. H



CABLE ADDRESS  
POWHEATIAN

*The American Tobacco Company*  
INCORPORATED  
111 Fifth Avenue  
New York 3, N.Y.

November 9, 1949

Amusement Enterprises, Inc.  
415 North Bedford Drive  
Beverly Hills, California

Gentlemen:

It is hereby mutually agreed that THE JACK BENNY PROGRAM designed for broadcasting on December 18, 1949, will be transcribed in Hollywood, California on December 9, 1949, and the transcription will be used for broadcasting over the Columbia Broadcasting System on December 18, 1949.

This is to indicate that we have no objection to this procedure in this instance.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

By *W. C. Sullivan*  
Vice-President

UNDERSTANDING CONFIRMED:

AMUSEMENT ENTERPRISES, INC.

By *Red Mann*

WCC: MCA ARTISTS, LTD.  
9370 Burton Way  
Beverly Hills, California

Wright and Millikan  
Suite 1125-1130  
111 West 7 Street  
Los Angeles 14, California

✓  
Columbia Broadcasting System, Inc.  
Attention of Mr. William S. Paley  
485 Madison Avenue  
New York, New York

Columbia Broadcasting System, Inc.  
Attention of Mr. James Seward  
485 Madison Avenue  
New York, New York



CABLE ADDRESS  
POWHEATIAN

*The American Tobacco Company*  
INCORPORATED  
*111 Fifth Avenue*  
*New York 3, N.Y.*

August 18, 1949

Amusement Enterprises, Inc.  
415 North Bedford Drive  
Beverly Hills, California

Gentlemen:

Reference is made to the contract between us dated March 6, 1947, as heretofore modified by amendment dated November 24, 1948.

As provided in amended Paragraph 18, subdivision (b), this is to advise you that we have elected to add the following station of the Columbia Broadcasting System to the list of those which will carry a transcribed rebroadcast of THE JACK BENNY PROGRAM, effective September 11, 1949; subject, however, to our right to cancel this station at any time:

<u>Station</u>	<u>City</u>	<u>Time</u>
KXOC	Chico, Calif.	9:30-10:00 PM, PST

Will you please acknowledge receipt of this notice by signing and returning the enclosed two copies of this letter to Miss Kay Winn, Batten, Barton, Durstine & Osborn, Inc., 383 Madison Avenue, New York 17, New York.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

RECEIPT ACKNOWLEDGED:

*Julius R. Brown, Secretary*  
By *William S. Paley*  
Amusement Enterprises, Inc. Vice President

CC:

MCA Artists, Ltd.  
9370 Burton Way  
Beverly Hills, Calif.

Columbia Broadcasting System, Inc.  
Attention of Mr. William S. Paley  
485 Madison Avenue  
New York, New York

Wright and Milliken  
Suite 1125-1130  
111 West 7 Street  
Los Angeles 14, Calif.

Columbia Broadcasting System, Inc.  
Attention of Mr. James Seward  
485 Madison Avenue  
New York, New York

AMUSEMENT ENTERPRISES, INC.

April 18, 1949

The American Tobacco Company  
111 Fifth Avenue  
New York, New York

Dear Sirs:

It is hereby mutually agreed that paragraph 5 of the contract between yourselves and us, dated March 6, 1947, is hereby modified to the extent and only to the extent necessary to reflect our agreement that during the 1949-50 broadcast season, the radio programs thereunder shall be broadcast each Sunday for 38 consecutive weeks commencing Sunday, September 11, 1949.

Except as herein provided, the said contract, as heretofore modified, remains unchanged and in full force and effect.

Will you kindly indicate your agreement to the foregoing by signing in the place provided below and returning a copy of this letter to us at 485 Madison Avenue, New York, New York.

Yours very truly,

AMUSEMENT ENTERPRISES, INC.

By James M. Seward  
President

Accepted and Agreed:

THE AMERICAN TOBACCO COMPANY

By Barclay Calhoun





CABLE ADDRESS  
POWHEATIAN

*The American Tobacco Company*  
INCORPORATED  
111 Fifth Avenue  
New York 3, N.Y.

March 8, 1949

Amusement Enterprises, Inc.  
415 North Bedford Drive  
Beverly Hills, California

Gentlemen:

It is hereby mutually agreed that THE JACK BENNY PROGRAM designed for broadcasting on April 10, 1949 will be transcribed in Hollywood, California in advance of broadcast date, and the transcription will be used for broadcasting over the Columbia Broadcasting System on that date.

This is to indicate that we have no objection to this procedure in this instance.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

By *W. C. Sullivan*  
Vice President

UNDERSTANDING CONFIRMED:

AMUSEMENT ENTERPRISES, INC.

By *D. W. Thomsen*

CC: MCA Artists, Ltd.  
9370 Burton Way  
Beverly Hills, California

Wright and Millikan  
Suite 1125-1130  
111 West 7 Street  
Los Angeles 14, California

Columbia Broadcasting System, Inc.  
Attention of Mr. William S. Paley  
485 Madison Avenue  
New York, N. Y.

Columbia Broadcasting System, Inc.  
Attention of Mr. James Seward  
485 Madison Avenue  
New York, N. Y.

# Amusement Enterprises, Inc.

~~415 NORTH BEDFORD DRIVE~~ 6121 Sunset Blvd.  
~~BEVERLY HILLS, CALIFORNIA~~ Hollywood 28, Calif.  
~~BRANTWOOD 2-101~~

March 7, 1949

Batten, Barton, Darstine & Osborn, Inc.,  
383 Madison Ave.,  
New York 17, N.Y.

Gentlemen:

The offices of Amusement Enterprises, Inc., have  
been moved from 415 North Bedford Drive, Beverly Hills, Calif.,  
to 6121 Sunset Blvd., Hollywood 28, Calif.

Will you please correct your records accordingly.

Yours very truly,

AMUSEMENT ENTERPRISES, INC.

*J. Minkowsky*  
J. Minkowsky, Auditor.

jm;ew  
cc: B.B.D. & O. Inc.,  
1680 No. Vine St.,  
Hollywood 28, Calif.

RECEIVED	MAR 12 1949	ANSW.	BY	Return to	RECALL														
					Date	To	SAVON	OSBORN	PEARL	DAVEY	BARTON	BROWER	COLLETTE	DANFORTH	HEARD	MILNER	MANCHE	FEY	FORWARDED
<i>[Signature]</i>																			



CABLE ADDRESS  
POWHEATAN

*The American Tobacco Company*  
INCORPORATED  
111 Fifth Avenue  
New York 3, N.Y.

February 10, 1949

Amusement Enterprises, Inc.  
415 North Bedford Drive  
Beverly Hills, California

Gentlemen:

Reference is made to the provision in paragraph 27 of the agreement between us dated March 6, 1947, pursuant to which we agree to give you certain advices in respect to a summer replacement.

Please be advised that, for the year 1949, it is our present intention to spend not over Twelve Thousand Dollars (\$12,000) per week for a kind, type and character of show commonly known as "a musical show."

Will you please acknowledge receipt of this notice by signing and returning a copy of this letter.

Sincerely yours,

*Paul M. Rahn*

Paul M. Rahn  
Vice President

RECEIPT ACKNOWLEDGED:

AMUSEMENT ENTERPRISES, INC.

By *Wesley*  
*Wesley*

cc: NCA Artists, Ltd.  
9370 Burton Way  
Beverly Hills, California

Wright and Millikan  
111 West 7th Street  
Los Angeles 14, California

Columbia Broadcasting System, Inc.  
Attention: Mr. William S. Paley  
485 Madison Avenue, New York



CAUSE NO. 100-100000  
FEDERAL

# The American Tobacco Company

100 Fifth Avenue

New York 3, N.Y.

December 31, 1948

Amusement Enterprises, Inc.,  
415 North Bedford Drive  
Beverly Hills, Calif.

Attention: Mr. Myrl T. Blum

Gentlemen:

Reference is made to the contract between us dated March 6, 1947,  
as heretofore modified by amendment dated November 24, 1948.

In accordance with amended Paragraph 18, subdivision (b), we hereby  
request your consent to the broadcast by transcription of THE JACK  
HENNY PROGRAM, on and after January 2, 1949, in each case on the  
same Sunday as the original program, over the following stations and  
at the times indicated:

Station	City	Local Alaska Time
KFOU	Anchorage, Alaska	6:30 PM
KINY	Juneau, Alaska	8:30 PM
KTKN	Ketchikan, Alaska	8:30 PM
KFRH	Fairbanks, Alaska	6:30 PM
KIIS	Seward, Alaska	6:30 PM

It is understood that we have the right to discontinue at any time the  
broadcasts over any or all of the stations enumerated above.

Will you please indicate your consent by signing and returning the  
enclosed two copies of this letter to Miss Kay Winn, Patton, Barton,  
Darstine & Osborn, Inc., 483 Madison Avenue, New York 17, New York.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

By Robert C. La Follette  
Vice President

Consent given as requested:

D. W. Merrill

601 MCA Artists, Ltd., 9370 Barton Way,  
Beverly Hills, Calif.  
Columbia Broadcasting System, 485 Madison Ave.,  
New York, N. Y.  
Wright and Millikan, 111 West 7 Street,  
Los Angeles, Calif.



*The American Tobacco Company*  
*111 Fifth Avenue*  
*New York 3, N.Y.*

December 31, 1948

Amusement Enterprises, Inc.  
415 North Bedford Drive  
Beverly Hills, California

Attention: Mr. Myrt T. Blum

Gentlemen:

Reference is made to the contract between us dated March 6, 1947, as heretofore modified by amendment dated November 24, 1948.

As provided in amended Paragraph 6, subdivision (a), this is to advise you that effective January 2, 1949, the following stations will carry a transcribed rebroadcast of THE JACK BENNY PROGRAM:

Station	City	Time
KNX	Los Angeles, California	9:30 PM PST
KARM	Fresno, California	9:30 PM PST
KROY	Sacramento, California	9:30 PM PST
KSDJ	San Diego, California	9:30 PM PST
KQW	San Francisco, California	9:30 PM PST
KODN	Portland, Oregon	9:30 PM PST
KIRO	Seattle, Washington	9:30 PM PST
KZLY	Spokane, Washington	9:30 PM PST

As provided in amended Paragraph 18, subdivision (b), this is further to advise you that we have elected to add the following stations of the Columbia Broadcasting System to the list of those which will carry a transcribed rebroadcast of THE JACK BENNY PROGRAM, effective January 2, 1949; subject, however, to our right to cancel any or all of such stations at any time:

KERN	Bakersfield, California	9:30 PM PST
KGDM	Stockton, California	9:30 PM PST
KOMI	Palm Springs, California	9:30 PM PST
KOLQ	Reno, Nevada	9:30 PM PST
KTYW	Yakima, Washington	9:30 PM PST

Amusement Enterprises, Inc.

Page 2

Each transcribed rebroadcast referred to in this letter will take place on the same Sunday as the original broadcast.

Will you please acknowledge receipt of this notice by signing and returning the enclosed two copies of this letter to Miss Kay Winn, Burton, Burton, Darling & Osborn, Inc., 383 Madison Avenue, New York 17, New York.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

By *Reed C. H. H. H.*  
Vice President

RECEIPT ACKNOWLEDGED:

*D. S. H. H. H.*  
Amusement Enterprises, Inc.

CC: MCA Artists, Ltd.  
9370 Burton Way  
Beverly Hills, Calif.

Columbia Broadcasting System  
485 Madison Avenue  
New York, N. Y.

Wright and Killikan  
131 West 7 Street  
Los Angeles, Calif.

November 24, 1946

The American Tobacco Company  
111 Fifth Avenue  
New York, New York

Gentlemen:

It is hereby mutually agreed that the contract between us, dated March 6, 1947, as heretofore modified (which contract as heretofore modified is hereby referred to as the contract) in which you are referred to as Sponsor and we are referred to as Producer, is hereby further modified, effective January 2, 1949, as follows:

1. Paragraph 6 of the contract is deleted and the following paragraph is substituted in its place:

"The said programs shall be broadcast on a live basis, with or without an audience at Producer's election, over the nation-wide network of the Columbia Broadcasting System from 7:00 to 7:30 PM on Sundays during the broadcast periods, then current New York time, pursuant to one of the following plans:

- (a) With a rebroadcast at a time not earlier than 7:30 PM then current Pacific Time, nor later than 10:00 PM then current Pacific Time on said Sundays by transcription of the entire program on the Pacific Coast Network of the Columbia Broadcasting System hereinafter described; or
- (b) With a live rebroadcast on said Sundays of said program from 11:30 to 12:00 midnight then current New York time over the Pacific Coast Network of the Columbia Broadcasting System.

"For any and all purposes of Paragraph 6, sub-division (a) hereunder, the phrase 'Pacific Coast Network' appearing herein shall be deemed to refer to such of the following stations of the Columbia Broadcasting System as may be available to Sponsor, and Sponsor hereby agrees, if possible, to secure all of the following stations:

November 24, 1949

KNX Los Angeles, California  
KARM Fresno, California  
KROY Sacramento, California  
KSDJ San Diego, California  
KQW San Francisco, California  
KOLR Portland, Oregon  
KIRO Seattle, Washington  
KELN Spokane, Washington

"The programs hereunder are to be broadcast on a live basis by amplitude modulation broadcasting or such other radio method then current, providing, however, that nothing herein contained shall be considered as a grant to broadcast the radio program or any of them by means of electrical transcription, television, or similar or other mechanical devices, except the right to use transcriptions as provided in this Paragraph 6 and in Paragraph 18 hereof.

"Columbia Broadcasting System as used in this Paragraph shall be deemed to mean the present Columbia Broadcasting System or any system resulting from merger, consolidation or reorganization that maintains the same number of major outlets as presently maintained by the Columbia Broadcasting System. Pacific Coast Network shall be deemed to mean the stations of the Columbia Broadcasting System heretofore in this Paragraph 6 set forth.

"If the Columbia Broadcasting System refuses to contract with Sponsor for the aforementioned time and facilities, although Sponsor has used its best efforts to secure such contract, and should Sponsor and Producer be unable to agree as to substitute broadcasting time and/or facilities for this program within ten (10) days after notice that the then used facilities and/or time are to be unavailable, then this contract shall automatically terminate as of the last broadcast of this Program over the aforementioned time and facilities, unless Sponsor and the star of the then current program pursuant to agreement between them, determine upon substitute time and facilities, in which event the Program shall be broadcast over such substituted time and facilities."

2. Sub-paragraph (b) of Paragraph 18 of the contract is deleted and the following sub-paragraph is substituted in its place:

"Subject to Paragraph 6, each of said transcriptions may be broadcast only over stations which form part



November 24, 1948

of the broadcasting network of the Columbia Broadcasting System over which the program was broadcast at the time such transcription was made; except because of unusual circumstances in which event the Sponsor shall first obtain the Producer's consent, which shall not be unreasonably withheld."

3. The first sentence of Paragraph 21 of the contract is deleted and the following sentence is substituted in its place:

"It is agreed that if the Columbia Broadcasting System, pursuant to any right so to do provided for in the contract between Sponsor and said System for the broadcasting facilities of this program, eliminates the broadcast of any scheduled program to which this contract relates in order to broadcast special public events or news reports of transcendent importance, said Broadcasting System may substitute for such scheduled performance another hour and date acceptable both to Producer and Sponsor."

4. Paragraph 26 of the contract is deleted and the following paragraph is substituted in its place:

"Producer agrees that all performers appearing upon any broadcast of the program hereunder will, during their respective engagements upon such programs, be members in good standing of, or authorized to appear by the American Federation of Radio Artists, and that all musicians will be members in such good standing with the American Federation of Musicians, or any other pertinent labor or collective bargaining organization with whom the Columbia Broadcasting System may contract, and who shall have jurisdiction over such performers or musicians."

5. The second paragraph of Paragraph 29 of the contract is amended by adding thereto the following:

"Sponsor agrees to deliver or mail by registered mail to Columbia Broadcasting System, Inc., Attention: Mr. William S. Jolley, 486 Madison Avenue, New York, N.Y., a copy of each such notice given after January 2, 1949."

The American Tobacco Company

• 4 •

November 24, 1948

6. The letter agreement dated September 14, 1948, relating to the contract is cancelled.
7. Except as herein provided the contract remains in full force and effect and is not otherwise changed.

Very truly yours,

AMUSEMENT ENTERPRISES, INC.

By *Wm. T. Shaw*  
President

Accepted and agreed to:

THE AMERICAN TOBACCO COMPANY

By *Wm. T. Shaw*  
Pres.

*Shaw*

*Shaw*

## GUARANTEE

As a material inducement to the making and execution of the foregoing agreement by The American Tobacco Company, Columbia Broadcasting System, Inc. covenants, in the event and only in the event that a closing takes place under an agreement dated November 15, 1948 between Columbia Broadcasting System, Inc. and Columbia Records, Inc. as "Purchaser" and all of the stockholders of Amusement Enterprises, Inc. as "Sellers":

- (1) To guarantee and hereby and herewith does guarantee full and faithful and prompt performance of each and all of the covenants on the part of Amusement Enterprises, Inc. to be performed under a certain agreement dated March 6, 1947 between The American Tobacco Company and Amusement Enterprises, Inc. as the same has been or may hereafter be modified or amended; and to consent to and does hereby consent to any and all amendments and modifications that may hereafter be made in said agreement of March 6, 1947 and to waive and does hereby waive notice of any and all such amendments and modifications.
- (2) In the event of a failure by Amusement Enterprises, Inc. to do or perform any of said covenants to promptly and fully do and perform the same upon due notice and demand.

COLUMBIA BROADCASTING SYSTEM, INC.

By: *Norman D. Palmer*  
Chairman of Board

Attest:

*W. J. Collins*  
Director



CABLE ADDRESS:  
POWELL-ATKIN

*The American Blasco Company*  
*111 Fifth Avenue*  
*New York 3, N.Y.*

September 27, 1948

Amusement Enterprises, Inc.  
225 North Bedford Drive  
Beverly Hills, California

Attention of Mr. Myrt T. Pope

Gentlemen:

Reference is made to Clause 6 (c) of the agreement between us dated March 6, 1947.

It is to advise you that effective October 3, 1948, the following stations will be added to those carrying a transcribed rebroadcast of THE JACK BENNY PROGRAM:

KERO - Bakersfield, California  
KBS - Santa Barbara, California

Anything to the contrary notwithstanding in Clause 6 (c) of the said contract, and effective October 3, 1948, the following stations will carry a transcribed rebroadcast of THE JACK BENNY PROGRAM at the times indicated until further notice:

STATION	CITY	TIME
KERO	Bakersfield, California	10:30-11 PM PST
KPD	Fresno, California	10:30-11 PM PST
KFI	Los Angeles, California	10:30-11 PM PST
KCRJ	Merced, California	10:30-11 PM PST
KSD	San Diego, California	10:30-11 PM PST
KABC	San Francisco, California	10:30-11 PM PST
KBS	Santa Barbara, California	10:30-11 PM PST
KOB	Reno, Nevada	10:30-11 PM PST
KGA	Portland, Oregon	9:30-10 PM PST
KOPR	Seattle, Washington	9:30-10 PM PST
KEQ	Spokane, Washington	9:30-10 PM PST

The broadcasting stations in the states of California and Nevada will, until further notice, be carrying the repeat

Amusement Enterprises, Inc. -2-

September 14, 1948

broadcast at 10:30 PM, Pacific Daylight Saving Time, since those states are expected to continue Daylight Saving Time and a time in conformity with Clause 6 (a) cannot be cleared with these stations.

Will you please signify your approval of this station lineup and time of broadcast by signing and returning two copies of this letter to Miss Kay Winn, Batten, Barton, Durstine & Osborn, Inc., 383 Madison Avenue, New York 17, New York.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

By *Wm. C. C. C. C. C.*  
Vice President

O.R.  
6.1.11

ACCEPTED AND AGREED TO:  
AMUSEMENT ENTERPRISES, INC.

By *M. J. B.*



CABLE ADDRESS  
POW-HATTAN

*The American Tobacco Company*  
*33 Fifth Avenue*  
*New York 3, N.Y.*

September 8, 1948

Amusement Enterprises, Inc.  
415 North Bedford Drive  
Beverly Hills, California

Gentlemen:

We are informed by the Armed Forces Radio Service that the JACK BENNY PROGRAM is one of the programs which they are broadcasting and have been broadcasting to the Armed Forces since 1943 and that they desire formal clearance for this use.

We are disposed to give them a clearance, as per draft attached, but before doing so we would like to have your acquiescence, which may be indicated by your signing the enclosed carbon copies of this letter and returning them to Miss Kay Winn, Batten, Barton, Durstine & Osborn, Inc., 383 Madison Avenue, New York 17, New York.

Truly yours,

THE AMERICAN TOBACCO COMPANY

By *Benjamin C. Kahn*  
Vice-President

Agrees:

*Maxine B. Kahn*  
Amusement Enterprises, Inc.

6.4.48



CABLE ADDRESS  
POW-HATIAN

*The American Tobacco Company*  
INCORPORATED  
*111 Fifth Avenue*  
*New York 3, N.Y.*

September 10, 1948

Armed Forces Radio Service  
641 Washington Street  
New York 14, New York

Gentlemen:

This is to advise that we have no objection to your making delayed broadcasts by transcription to the Armed Forces overseas of THE JACK BENNY PROGRAMS and any programs substituted therefor, provided: (1) that you will discontinue such broadcasts within one week after we send you written notice to do so, which notice we may send to you at any time; (2) that each delayed broadcast shall be broadcast in its entirety; (3) that each delayed broadcast shall be made only to the Armed Forces of the United States outside the continental limits of the United States of America; (4) that no delayed broadcast shall be made later than three months after the original broadcast by us; (5) that you shall first obtain proper clearances from the unions having jurisdiction over the persons appearing on the programs and from the owners of copyrights on any music included in the programs.

Will you please confirm our understanding as aforesaid by signing the enclosed carbon copies of this letter and returning them to Miss Kay Winn, Batten, Barton, Durstine & Osborn, Inc., 383 Madison Avenue, New York 17, New York.

Truly yours,

THE AMERICAN TOBACCO COMPANY

By \_\_\_\_\_  
Vice President

UNDERSTANDING CONFIRMED  
AS ABOVE STATED:

\_\_\_\_\_  
Armed Forces Radio Service

Beverly Hills, California  
July 31, 1948

REGISTERED MAIL

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

Gentlemen:

Reference is made to the agreement between us, dated March 6, 1947. Said agreement as it has heretofore from time to time been amended may hereafter be referred to as "said agreement."

Please take notice that we elect to adopt plan (a) as set forth in paragraph 6 of said agreement for the broadcast period which begins on the first Sunday in October during the year 1948.

Said plan provides that the re-broadcast of the programs referred to in said agreement shall be at a time not earlier than 7:30 P.M. then current Pacific Time, nor later than 10:00 P.M. then current Pacific Time on Sundays during the broadcast period by transcription of the entire program on the Pacific Coast Network of the National Broadcasting Company.

This notice is given pursuant to paragraph 7 of said agreement.

Please acknowledge due and timely receipt of this notice by signing below and returning to us the copy of the letter enclosed herewith.

Very truly yours,

AMUSEMENT ENTERPRISES, INC.

By *[Signature]*

Due and timely receipt of the above notice is hereby acknowledged.

THE AMERICAN TOBACCO COMPANY

By *[Signature]*  
Vice President

BATTEN, BARTON, DURSTINE & OSBORN, INC.

By *[Signature]*



Beverly Hills, California  
May 28, 1948

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

Gentlemen:

This will confirm our understanding with respect to the radio programs currently entitled The Jack Benny Program.

Notwithstanding anything to the contrary contained in our agreement dated March 6, 1947, with respect to said programs, it is hereby agreed:

(1) That the broadcasts of the following programs shall originate from the following places, rather than from Hollywood, California:

<u>Program</u>	<u>Place of Origination</u>
June 13, 1948	Detroit Institute of Arts, Detroit, Mich.
June 20, 1948	Hotel Carter, Cleveland, Ohio
June 27, 1948	NBC Studio, Radio City, New York

and

(2) That if because of the origination of said broadcasts as aforesaid, rather than from Hollywood, California, the cost of the items you are required to supply at your own expense pursuant to paragraph 3 of said agreement shall exceed the cost of such items should said programs have originated from Hollywood, California, we will pay the amount of such excess. It is understood, of course, that "wire and pick-up charges" is not one of said items and that you will pay any and all "wire and pick-up charges" necessitated and/or incurred by reason of said broadcasts without recoupment, as is provided in paragraph 23 of said agreement.

If the above correctly sets forth our understanding, will you please sign the enclosed copy of this letter in the space below and return the same to us c/o MCA Artists, Ltd., 9370 Burton Way, Beverly Hills, California.

Very truly yours,

AMUSEMENT ENTERPRISES, INC.

By 

Understanding confirmed  
as above stated.

THE AMERICAN TOBACCO COMPANY

By 



CABLE ADDRESS  
POW-HATIAN

*The American Tobacco Company*  
INCORPORATED  
*111 Fifth Avenue*  
*New York 3, N.Y.*

April 16, 1948

Amusement Enterprises, Inc.  
415 North Bedford Drive  
Beverly Hills, California

Gentlemen:

We refer to the contract between us dated March 6, 1947, relating to radio programs for broadcast over the National Broadcasting System on Sundays from 7:00 to 7:30 p.m.

Referring to Paragraph 24 of the agreement, we hereby advise you that effective after the broadcast of April 18, 1948, our advertising agency will be Batten, Barton, Durstine & Osborn, Inc.

Referring to Paragraph 29 of the agreement, we hereby notify you that notices to us shall continue to be sent as stated therein, but copies of such notices shall be sent to Batten, Barton, Durstine & Osborn, Inc., 383 Madison Avenue, New York City.

Will you please acknowledge receipt of this letter by signing and returning the enclosed copies to Miss Kay Winn, Batten, Barton, Durstine & Osborn, Inc., 383 Madison Avenue, New York 17, N. Y.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

6.4.16

RECEIPT ACKNOWLEDGED

*[Signature]*  
Amusement Enterprises, Inc.

By *[Signature]*  
Vice President

Copy to: Wright and Milliken  
111 West 7th Street  
Los Angeles, Calif.

April 13, 1948

The American Tobacco Company  
111 Fifth Avenue  
New York City, New York

Gentlemen:

This will confirm our understanding with respect to the radio program currently entitled The Jack Benny Program.

Notwithstanding anything to the contrary contained in our agreement dated March 6, 1947, with respect to said program, it is hereby agreed (1) that the broadcast of the program scheduled for April 18, 1948, shall originate from the World War Memorial Hall in Palm Springs, California, rather than from Hollywood, California; and (2) that if, because of the origination of said broadcast from Palm Springs as aforesaid, the cost of the items you are required to supply at your own expense pursuant to paragraph 3 of said agreement shall exceed the cost of such items should said program have originated from Hollywood, California, we will pay the amount of such excess.

If the above correctly sets forth our understanding, will you please sign the enclosed copy of this letter in the space below and return the same to us c/o MCA Artists, Ltd., 9370 Barton Way, Beverly Hills, California.

Very truly yours,

AMUSEMENT ENTERPRISES, INC.

By 

UNDERSTANDING CONFIRMED  
AS ABOVE STATED.

THE AMERICAN TOBACCO COMPANY

By   
Vice President

O.K.  
6 f. M

March 26, 1948

The American Tobacco Company  
111 Fifth Avenue  
New York, New York

Gentlemen:

This will confirm our understanding with respect to the radio programs currently entitled The Jack Benny Program.

Notwithstanding anything to the contrary contained in our agreement dated March 6, 1947, with respect to said programs, it is hereby agreed (1) that the broadcast of the program scheduled for April 11, 1948, shall originate from the World Wars Memorial Hall in Palm Springs, California, rather than from Hollywood, California; and (2) that if, because of the origination of said broadcast from Palm Springs as aforesaid, the cost of the items you are required to supply at your own expense pursuant to paragraph 3 of said agreement shall exceed the cost of such items should said program have originated from Hollywood, California, we will pay the amount of such excess.

If the above correctly sets forth our understanding, will you please sign the enclosed copy of this letter in the space below and return the same to us c/o MOA Artists, Ltd., 9370 Burton Way, Beverly Hills, California.

Very truly yours,

AMUSEMENT ENTERPRISES, INC.

By 

UNDERSTANDING CONFIRMED  
AS ABOVE STATED.

THE AMERICAN TOBACCO COMPANY

By 

Vice President

D.L.  
10-4-18



CABLE ADDRESS  
POWHTATAN

*The American Tobacco Company*  
INCORPORATED  
*111 Fifth Avenue*  
*New York 3, N.Y.*

March 18, 1948

Amusement Enterprises, Inc.  
415 North Bedford Drive  
Beverly Hills, California

Gentlemen:

We are informed by NBC that, since February 1, each station which is part of the NBC network carrying THE JACK BENNY PROGRAM which also operates a FM station in the same community, has been broadcasting THE JACK BENNY PROGRAM simultaneously over such FM station as well as over its standard broadcast station. This has been done without obligation. NBC has now asked us to execute a rider to our facilities contract with it in the form of the annexed. We are disposed to accept such rider but, as a matter of courtesy to you, before doing so we take this means of notifying you of what we propose to do.

Will you please acknowledge receipt of this letter by signing the enclosed copy and return the same to Miss Lillian Selb, Foote, Cone & Belding, 247 Park Avenue, New York 17, New York.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

By *Richard L. Kahn*  
Vice President

RECEIPT ACKNOWLEDGED

*Amusement Enterprises Inc*  
*By Mr. [Signature]*

84011-1-1197

## FACILITIES CONTRACT

NATIONAL BROADCASTING COMPANY, INC.  
RIDER NO. 1DATED 7/2/47

DATE OF RIDER \_\_\_\_\_

AGENCY \_\_\_\_\_

EFF. DATE OF AMENDMENT \_\_\_\_\_  
INITIALED: \_\_\_\_\_ADVERTISER The American Tobacco CompanyPROGRAM Black Beauty

(Agency)

(Company)

In the event the licensee of any standard broadcast radio station specified herein also operates a frequency modulation station in the same community, Company and Agency agree to permit any or all such licensees to broadcast simultaneously over such frequency modulation stations the programs to be broadcast hereunder, upon the following understanding:

1. Company assumes no obligation to require any of the stations to make such simultaneous broadcasts.
2. No charge to Agency or Advertiser will be made for such simultaneous broadcasts.
3. If a simultaneous broadcast is made, the entire program, including commercial announcements, as carried on the standard broadcast station, will be broadcast over the frequency modulation station without deletions, additions or modifications.
4. The provisions of Paragraph 8 of this contract are applicable to broadcasts made simultaneously over frequency modulation stations as above provided.
5. Either party may terminate the provisions of this rider upon not less than twenty-four hours (excluding Saturdays, Sundays and legal holidays) written notice to the other.



CABLE ADDRESS  
POWHEATAN

*The American Tobacco Company*  
INCORPORATED  
*111 Fifth Avenue*  
*New York 3, N.Y.*

March 2, 1948

Amusement Enterprises, Inc.  
415 North Bedford Drive  
Beverly Hills, California

Gentlemen:

Reference is made to the provision in paragraph 27 of the agreement between us dated March 6, 1947, pursuant to which we agree to give you certain advices in respect to a summer replacement.

Please be advised that, for the year 1948, it is our present intention to spend not over Nine Thousand Dollars (\$9,000) per week for a kind, type and character of show commonly known as "a musical show."

Will you please acknowledge receipt of this notice by signing and returning a copy of this letter.

Sincerely yours,

Paul M. Helm  
Vice President

RECEIPT ACKNOWLEDGED:

AMUSEMENT ENTERPRISES, INC.

By *Daniel Salazar*

Copy to: MCA Artists, Ltd.  
9370 Burton Way  
Beverly Hills, California



February 19, 1948

The American Tobacco Company  
111 Fifth Avenue  
New York, New York

Gentlemen:

It is hereby mutually agreed that the agreement between you and us dated March 6, 1947 is hereby modified as follows:

1. It is hereby mutually agreed that the first broadcast period under said agreement dated March 6, 1947 shall consist of thirty-nine (39) consecutive weeks instead of thirty-five (35) consecutive weeks so that the radio programs to be broadcast during such first broadcast period shall be broadcast each Sunday up to and including the broadcast to be held on June 27, 1948. All the provisions of said agreement dated March 6, 1947 shall apply to the additional four radio programs to be broadcast during said first broadcast period. In no event, however, shall the first broadcast period be extended beyond the broadcast of June 27, 1948 and the rebroadcast immediately following.
2. It is agreed that this modification letter agreement shall apply only to the first broadcast period of said agreement dated March 6, 1947 and not thereafter and nothing herein contained shall ever be construed as to extend or affect the term of said agreement dated March 6, 1947 or the subsequent broadcast periods thereunder.

Both your and our signatures hereinafter shall constitute this a binding modification of said agreement dated March 6, 1947 between you and us, which as modified is hereby ratified and confirmed.

Very truly yours,

AMUSEMENT ENTERPRISES, INC.

By 

ACCEPTED AND AGREED TO:

THE AMERICAN TOBACCO COMPANY

By   
George W. Hill Jr.

February 11, 1946

The American Tobacco Company  
111 Fifth Avenue  
New York, New York

Gentlemen:

This will confirm our understanding with respect to the radio program currently entitled The Jack Benny Program.

Notwithstanding anything to the contrary contained in our agreement dated March 6, 1947, with respect to said program, it is hereby agreed (1) that the broadcast of the program scheduled for February 22, 1946, shall originate from the World War Memorial Hall in Palm Springs, California, rather than from Hollywood, California; and (2) that if, because of the origination of said broadcast from Palm Springs as aforesaid, the cost of the items you are required to supply at your own expense pursuant to paragraph 3 of said agreement shall exceed the cost of such items should said program have originated from Hollywood, California, we will pay the amount of such excess.

If the above correctly sets forth our understanding, will you please sign the enclosed copy of this letter in the space below and return the same to us c/o MCA Artists, Ltd., 9370 Burton Way, Beverly Hills, California.

Very truly yours,

AMUSEMENT ENTERPRISES, INC.

By 

UNDERSTANDING CONFIRMED  
AS ABOVE STATED.

THE AMERICAN TOBACCO COMPANY

By  C. K. B. P. A.

44-501648

January 8, 1948

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

Gentlemen:

This will confirm our understanding with respect to the radio programs currently entitled The Jack Benny Program.

Notwithstanding anything to the contrary contained in our respective agreements dated March 6, 1947 with respect to said programs, it is hereby agreed (1) that the broadcast of the program scheduled for January 18, 1948 shall originate from the Municipal Auditorium in Denver, Colorado rather than from Hollywood, California; (2) that you shall pay all "wire and pick-up charges" necessitated by reason of the broadcast from the said Municipal Auditorium; and (3) that we shall pay any and all other costs and expenses arising from the origination of the broadcast from the said Municipal Auditorium in Denver, Colorado rather than from Hollywood, California.

If the above correctly sets forth our understanding, will you please sign the enclosed copy of this letter in the space below and return the same to us c/o MOA Artists, Ltd., 9370 Burton Way, Beverly Hills, California.

Very truly yours,

AMUSEMENT ENTERPRISES, INC.

By Loyd Wright, Sec.

UNDERSTANDING CONFIRMED  
AS ABOVE STATED

THE AMERICAN TOBACCO COMPANY

By Paul H. Hahn

6-10  
6-1-14

AMUSEMENT ENTERPRISES, INC.

415 NORTH BEDFORD DRIVE  
BEVERLY HILLS, CALIFORNIA  
September 3, 1947

The American Tobacco Company  
111 Fifth Avenue  
New York 3, New York

Attention - Mr. Paul H. Halm

Gentlemen:

Answering your letter to us of August 20, 1947, we have no objection to your making payments direct to the radio stations for the making of transcriptions for transcribed re-broadcasts, pursuant to paragraph 14(a) of the agreement between us dated March 6, 1947.

Very truly yours,

AMUSEMENT ENTERPRISES, INC.

By 



CABLE ADDRESS  
POWHATTAN

*The American Tobacco Company*  
INCORPORATED  
*111 Fifth Avenue*  
*New York 3, N.Y.*

August 20, 1947

Amusement Enterprises, Inc.  
415 North Bedford Drive  
Beverly Hills, California

Attention: Mr. Myrt T. Blum

Gentlemen:

Reference is made to Paragraph 14 (a) which provides as follows:

"With respect to transcribed rebroadcasts hereunder, Sponsor will pay Producer for the making of the transcriptions."

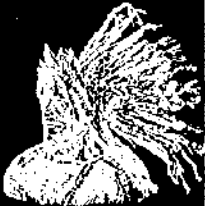
Our facilities contracts, however, with the stations carrying "The Jack Benny Program," transcribed, provide that payment be made to them for making the recording of the live show.

We presume, therefore, that you will have no objection to our handling the payments direct with the radio stations since there is no cost to you involved.

Sincerely yours,

*Paul M. Hahn*  
Paul M. Hahn  
Vice President

Copy to: MCA Artists, Ltd.  
9370 Burton Way  
Beverly Hills, California



*The American Tobacco Company*  
INCORPORATED  
*111 Fifth Avenue*  
*New York 3, N.Y.*

August 19, 1947

Amusement Enterprises, Inc.  
115 North Bedford Drive  
Beverly Hills, California

Attention: Mr. Myrt T. Blum

Gentlemen:

With reference to paragraph 6 (a) of the agreement between us dated March 6, 1947, please be advised that the following station is also carrying the transcribed rebroadcast from 9:30 - 10:00 PM, PST:

KOH Reno, Nevada

Will you please signify your approval of our adding this additional station by signing your name and returning two copies to me, to be filed with our copies of the contract.

Sincerely yours,

*Paul M. Hahn*  
Paul M. Hahn  
Vice President

APPROVED:  
AMUSEMENT ENTERPRISES, INC.

BY *Myrt T. Blum*

Copy to MCA Artists, Ltd.  
9370 Burton Way  
Beverly Hills, California

AMUSEMENT ENTERPRISES, INC.

415 NORTH BEDFORD DRIVE  
BEVERLY HILLS, CALIFORNIA

May 13, 1947

American Tobacco Company  
111 Fifth Avenue  
New York 3, N. Y.

Attention: Mr. Paul H. Hahn

Gentlemen:

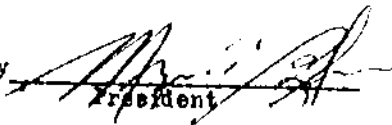
Please be advised that effective immediately the new  
address of AMUSEMENT ENTERPRISES, INC. is as follows:

AMUSEMENT ENTERPRISES, INC.  
415 North Bedford Drive  
Beverly Hills, Calif.

We would appreciate it very much if you would change  
your records accordingly.

Very truly yours,

AMUSEMENT ENTERPRISES, INC.

By   
President

MTBlumtwsp  
RRR

THIS AGREEMENT, made and entered into at Los Angeles, California, this 6<sup>th</sup> day of MARCH, 1947, by and between THE AMERICAN TOBACCO COMPANY, a New Jersey corporation, hereinafter referred to as Sponsor, and AMUSEMENT ENTERPRISES, INC., hereinafter referred to as Producer;

W I T N E S S E T H

1. It is mutually agreed that the Sponsor is desirous of having the Producer furnish a package radio program comparable to the program presently being presented by Sponsor, and the Producer hereby agrees to furnish the same on the terms hereinafter set forth.

2. Producer agrees to furnish and Sponsor agrees to accept a complete entertainment package for the entertainment portion of a weekly radio program to be sponsored by Sponsor (which entertainment package is hereinafter sometimes referred to as "entertainment package") which Producer agrees shall consist of the following:

- (a) An orchestra consisting of an orchestra leader, and approximately seventeen (17) musicians,
- (b) The scripts,
- (c) The arrangements,
- (d) The sound effects,
- (e) The actors, except as hereinafter provided,
- (f) A male vocalist, who may or may not be, at Producer's option, one of the actors referred to in sub-division (e) of this Paragraph,
- (g) An announcer,
- (h) Such guest star or guest stars as Producer may from time to time elect, if any; the employment of guest artists from time to time being deemed desirable in connection with this program.
- (i) Any other items and personnel as required by the scripts for the entertainment portions of the program, except the star.

MTB  
LW

*Must*



3. Sponsor shall supply, or cause to be supplied, at its own expense, the following:

- (a) All broadcasting facilities, including cost of all radio time,
- (b) A broadcasting studio or theatre,
- (c) The star of the program,
- (d) A program director,
- (e) Commercial announcements,
- (f) All material, sound effects, performers and actors used in connection with the commercial announcements at the beginning and the end of the program,
- (g) All personnel, material and facilities necessary for the broadcasting of the programs hereunder not specifically agreed hereinabove to be supplied by Producer.

The said program director shall at all times be a person satisfactory to the Producer and shall at the request of the Producer be replaced by Sponsor from time to time, and shall always be under the direction of the Producer in the performance of his duties.

4. The product to be advertised upon the programs hereunder shall be

RIDER TO AGREEMENT BETWEEN THE AMERICAN TOBACCO COMPANY  
AND AMUSEMENT ENTERPRISES, INC. DATED

Notwithstanding anything herein to the contrary, each broadcast shall contain a comedy commercial announcement, unless mutually agreed to the contrary.

By the Union *Plux* MTB LW

first submitted to Sponsor for its prior written approval. The use by Producer of a comedy commercial upon any program hereunder shall not obligate Producer to continue to furnish comedy commercials in any subsequent program hereunder.

5. The term of this agreement is for a period of 364 consecutive weeks, commencing July 1, 1947. The radio programs hereunder shall be broadcast each Sunday for seven (7) periods of thirty-five (35) consecutive weeks

*Plux* MTB  
2. LW

3. Sponsor shall supply, or cause to be supplied, at its own expense, the following:

- (a) All broadcasting facilities, including cost of all radio time,
- (b) A broadcasting studio or theatre,
- (c) The star of the program,
- (d) A program director,
- (e) Commercial announcements,
- (f) All material, sound effects, performers and actors used in connection with the commercial announcements at the beginning and the end of the program,
- (g) All personnel, material and facilities necessary for the broadcasting of the programs hereunder not specifically agreed hereinabove to be supplied by Producer.

The said program director shall at all times be a person satisfactory to the Producer and shall at the request of the Producer be replaced by Sponsor from time to time, and shall always be under the direction of the Producer in the performance of his duties.

4. The product to be advertised upon the programs hereunder shall be Lucky Strike Cigarettes, and no other product of the Sponsor.

There shall be not to exceed two commercial announcements on each program, and if two, one shall be at the beginning and one at the end thereof, the combined length of which shall not be in excess of three (3) minutes, and the content and manner of presentation of which shall be controlled by Sponsor.

However, in the event Producer shall desire to insert a comedy commercial in the middle of any broadcast, such comedy commercial shall be first submitted to Sponsor for its prior written approval. The use by Producer of a comedy commercial upon any program hereunder shall not obligate Producer to continue to furnish comedy commercials in any subsequent program hereunder.

5. The term of this agreement is for a period of 364 consecutive weeks, commencing July 1, 1947. The radio programs hereunder shall be broadcast each Sunday for seven (7) periods of thirty-five (35) consecutive weeks

*Pluch* MTB  
2.1 W

each, each of said periods, hereinafter referred to as "broadcast periods", to begin on the first Sunday in October during the years 1947, 1948, 1949, 1950, 1951, 1952, and 1953, respectively; and each program shall be one-half ( $\frac{1}{2}$ ) hour in duration, inclusive of said commercial announcements.

If Sponsor's contract with the star of its then current program hereunder terminates prior to the expiration of the term of this agreement, because of any one of the following reasons, namely, (1) either natural expiration of time, (2) failure of Sponsor to exercise any of the options which may be provided therein, (3) the exercise by Sponsor of a right of termination which may be specifically provided for in said agreement with such star relating to the star's incapacity or inability to perform, (4) the death of such star, or (5) if the Sponsor's contract with such star is terminated by Sponsor for a material breach thereof, then the Sponsor shall have the right to terminate this agreement as of the effective date of the termination of such agreement with such star for the programs hereunder, by giving Producer seventeen (17) days written notice to that effect; provided, however, that if pursuant to said notice, the effective date of such termination of this agreement occurs during a period composed of the first 136 weeks of the term hereof, or during a period composed of the next 104 weeks of said term, or during a period composed of the final 104 weeks of said term, then in order to exercise its right of termination provided for in this Paragraph 5, Sponsor shall be obligated to pay to Producer, simultaneously with the giving of the aforesaid notice of termination, a sum equal to the product of two thousand dollars (\$2,000.00) multiplied by the number of programs that were to be broadcast hereunder between the effective date of termination and the end of the particular period of weeks, segregated as hereinbefore in this sentence provided, during which such termination occurs; provided, however, that such sum shall not in any event exceed the sum of seventy-five thousand (\$75,000.00) dollars.

In the event of such Star's incapacity or inability to perform upon the programs hereunder, and if the star of the then current program is available, there shall be added to the end of the then current broadcast period hereunder a number of extra broadcasts which shall be equal to the number of broadcasts on which said Star was unable to appear and Producer shall be paid at the rate of the regular weekly payment provided for in Paragraph 14 hereof for

*Mutt - 3 - MTB LW*

each such extra broadcast so added to the end of such broadcasting period. However, Sponsor shall not be obligated to add more than four (4) such additional broadcasts. Anything to the contrary herein notwithstanding, in the event that Sponsor exercises any right to terminate a broadcast period by reason of the Star's incapacity <sup>or inability</sup> to perform, then any such termination shall not terminate this agreement nor the term hereof, but, on the contrary, it shall merely terminate the then current broadcast period and this agreement shall remain in full force and effect for the entire remaining time of the term hereof upon the terms and conditions herein stated regardless of any such termination by Sponsor of any such broadcast period.

6. The said programs shall be broadcast on a live basis, with or without an audience at Producer's election, over the nation-wide network of the National Broadcasting System from 7:00 to 7:30 p.m. on Sundays during the broadcast periods, then current New York time pursuant to one of the following plans:

- (a) With a rebroadcast at a time not earlier than 7:30 p.m. then current Pacific Time, nor later than 10:00 p.m. then current Pacific Time on said Sundays by transcription of the entire program on the Pacific Coast Network of the National Broadcasting Company hereinafter described; or
- (b) With a live rebroadcast on said Sundays of said program from 11:30 to 12:00 Midnight then current New York time over the Pacific Coast Network of the National Broadcasting System.

For any and all purposes of Paragraph 6, subdivision (a) hereunder, the phrase "Pacific Coast Network" appearing herein shall be deemed to refer to each of the following stations of the National Broadcasting System as may be available to Sponsor, and Sponsor hereby agrees, if possible, to secure all of the following stations:

KMJ	Fresno, California
KFI	Los Angeles, California
KGW	Portland, Oregon
KPO	San Francisco, California
KOMO	Seattle, Washington
KHQ	Spokane, Washington
KPSD	San Diego, California
KCRA	Sacramento, California

The programs hereunder are to be broadcast on a live basis by amplitude

*Full - 4 - MTB LW*

modulation broadcasting or such other radio method then current, providing, however, that nothing herein contained shall be considered as a grant to broadcast the radio programs or any of them by means of electrical transcription, television, or similar or other mechanical devices, except the right to use transcriptions as provided in this Paragraph 6 and in Paragraph 15 hereof.

"National Broadcasting System" as used in this Paragraph shall be deemed to mean the present National Broadcasting Company or any system resulting from merger, consolidation or reorganization that maintains the same number of major outlets as presently maintained by the National Broadcasting Company. "Pacific Coast Network" shall be deemed to mean the stations of the National Broadcasting System heretofore in this Paragraph 6 set forth.

If the National Broadcasting Company refuses to contract with Sponsor for the aforementioned time and facilities, although Sponsor has used its best efforts to secure such contract, and should Sponsor and Producer be unable to agree as to substitute broadcasting time and/or facilities for this program within ten (10) days after notice that the then used facilities and/or time are to be unavailable, then this contract shall automatically terminate as of the last broadcast of this Program over the aforementioned time and facilities, unless Sponsor and the star of the then current program pursuant to agreement between them, determine upon substitute time and facilities, in which event the Program shall be broadcast over such substituted time and facilities.

7. It shall be entirely in the Producer's discretion which one of the foregoing plans specified in Paragraph 6 hereof shall be adopted, and the Producer shall notify Sponsor which plan it elects, not later than thirty (30) days prior to the commencement of each broadcast period hereunder. Producer may also, in its sole discretion, change from one plan to the other at any time and from time to time, by giving Sponsor thirty (30) days notice of its election to make any such change.

Notwithstanding anything to the contrary herein contained, it is understood that during such period as Daylight Saving Time shall be in operation in New York, Sponsor shall have the privilege of requiring the Producer to do a live rebroadcast from 11:30 to 12:00 Midnight current New York time, over the Pacific Coast Network stations, in accordance with the plan set forth in Paragraph 6 (b) hereof. Sponsor shall give Producer two (2) weeks prior written

*MTB - 5 - MTB LW*

notice to that effect and Producer agrees to do such live rebroadcast in accordance with Sponsor's requirements in said notice.

8. It is understood and agreed that the entertainment package to be furnished by Producer 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 Producer of the provisions of this agreement will cause Sponsor irreparable injury. Producer hereby agrees that Sponsor shall be entitled to injunctive and other equitable relief to prevent a breach of this agreement by Producer.

9. Producer agrees that during the existence of this agreement, the originally conceived portion of the said entertainment package shall not, with Producer's consent, be reproduced in whole or in part by Producer or by any artist appearing on the said program, or by any other artist in the employ or under the control of Producer without the prior written consent of Sponsor.

10. The Producer agrees to provide in its respective agreements with all permanent actors appearing on the programs hereunder, including the announcer, that during the period of their respective engagements upon the programs hereunder, they will not participate in any radio broadcasts, other than the broadcasts which are the subject of this agreement, 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.

11. Subject to the provisions of Paragraph 4 hereof, and of this Paragraph, the Producer shall have the sole, exclusive and complete direction and control over the programs hereunder, including, but without limiting the generality of the foregoing, design, preparation, production, presentation of the program and/or all material and personnel agreed to be furnished by Producer; and Producer at any time, and from time to time, may make such changes and substitutions in the foregoing as it, in its sole discretion may deem advisable. Producer shall not be required to provide the services of any specified actor or other personnel. However, Sponsor agrees to submit to Producer from time to time its contract with the then current star of the program and the Producer shall recognize and observe the respective rights and obligations of the Sponsor and such star under such contract. Producer agrees to accept the sole responsibility for the

necessary planning, rehearsals, production and supervision of the entertainment package agreed to be furnished by Producer hereunder, including the employment at Producer's expense of all of the necessary actors and personnel agreed to be furnished by Producer, as well as the sole responsibility for the observance of all laws relating to said entertainment package, at no additional cost to Sponsor, except as otherwise provided in this agreement. However, Producer agrees that it will not authorize any material to be used on any of the broadcasts of the programs hereunder, which, in the opinion of Sponsor, will be contrary to Sponsor's policy or which will be reasonably contemplated to bring ridicule upon Sponsor or any of its products; nor shall Producer continue to employ on any of said programs any actor who the Sponsor claims (a) is in disrepute, or (b) whose appearance and participation upon the program will tend to bring ridicule upon Sponsor or any of its products.

12. It is agreed that Producer's status hereunder is that of an independent contractor and that Sponsor has not, nor shall it have, actual, potential or any control over the means, method, details, working conditions, tools, place of work, hiring, firing, substitution or compensation of persons performing or to perform or otherwise to participate under Producer's direction in the said entertainment package or the broadcast thereof, except as otherwise expressly set forth in this agreement. Producer covenants and agrees, with relation to persons employed by Producer 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. The sole right of Sponsor with regard to the entertainment package and the broadcast thereof is to have furnished and broadcast by Producer as provided herein the said entertainment package. Producer agrees, at all times when requested by Sponsor, to confer with Sponsor with reference to the entertainment package, and will at all times consider the suggestions of Sponsor in relation thereof, but Producer's determination with respect to such matters shall be final and conclusive.

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15. Producer 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 respective engagements upon the programs hereunder, the name and likeness of all permanent actors appearing upon and as part of the said entertainment package, in connection with advertising and giving publicity to the Sponsor and the product advertised on the broadcast of the programs hereunder, and in advertising or publicizing the broadcasting of the programs hereunder, but not including the right to endorse the Sponsor's products.

Producer agrees that, during their respective engagements upon the programs hereunder, it will not authorize or grant the right to any of the permanent actors appearing upon and as part of said entertainment package, to permit the use of their names and/or likenesses in connection with advertising of or giving publicity to any other tobacco or tobacco products.

Producer also grants to Sponsor the right to use, and to license others to use, during the existence of this agreement, any quotations from Producer's scripts hereunder, for the publicizing and advertising of Lucky Strike Cigarettes, and further grants to Sponsor, without restriction as to time, the right so to use such phrases from said scripts as may be peculiarly and particularly adapted or attached to Lucky Strike Cigarettes.

The rights granted in this Paragraph 15 shall extend for a period of not more than 90 days after the termination of this agreement, with respect to such advertising and publicity authorized to be released by the Sponsor prior to the termination of this agreement, or prior to the giving of any notice by Sponsor of the termination of this agreement as herein specifically provided for, whichever date is earlier.

All material of any kind whatever broadcast or used in any way in connection with the entertainment portion of the programs hereunder, and furnished by Producer, shall be and remain the sole and exclusive property of Producer, including, but without limiting the generality of the foregoing, the script, format, formula, comedy commercial, structure and nature of the entertainment portion of the programs hereunder, and also any literary, dramatic, musical material, dialogue characterizations, characters and phrases used in any way in connection with the entertainment portion of the programs hereunder.



14. In consideration of Producer's agreements herein contained, Sponsor hereby agrees to pay Producer at Los Angeles, California, the sum of twenty-seven thousand five hundred (\$27,500.00) Dollars each and every week during each of the broadcast periods hereunder, hereinafter referred to as "weekly payments", which weekly payment shall be made within seven (7) days after the date scheduled for each broadcast of each program hereunder.

- (a) With respect to transcribed rebroadcasts hereunder, Sponsor will pay Producer for the making of the transcriptions.
- (b) Should the minimum wage scales established by the American Federation of Musicians, American Federation of Radio Artists, and any other Union or Unions having jurisdiction, be increased beyond the scale in existence as of the date of this agreement first hereinabove mentioned at any time or from time to time, and should Producer by reason thereof be required to pay any of the personnel engaged by Producer in connection with the programs hereunder, additional compensation to meet the requirements thereof, Sponsor will pay Producer, in addition to the weekly payment, an amount equal to the total of such additional sums whether such increase is due to increases in existing wage scales, or other union charges, or due to any new charges of any union having jurisdiction, including with respect to frequency modulation broadcasting.

15. Producer shall not be liable or responsible in any way whatsoever for failing to furnish the entertainment package hereunder, or any part thereof, because of epidemic, Act 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 Producer's control, including, but without limiting the generality of the foregoing, the failure or refusal of any of the personnel engaged by Producer for said entertainment package to perform their services in connection therewith; but in any such event, neither Sponsor nor Producer 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 Producer hereunder fail, or refuse to perform their services hereunder in connection with said entertainment 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 a member, Producer shall, at its own expense, use its best efforts to furnish such substitute or substitutes as Producer shall deem necessary for the rendition of the program. In the event that Producer cannot furnish such substitute or substitutes as Producer shall deem necessary for the rendition of the program, or if any of the other events mentioned in this Paragraph 15 occur, and as a result thereof, the furnishing of said entertainment package by Producer shall be materially interrupted or interfered with, then Producer shall not be entitled to any payment for the whole or that part, as the case may be, of the broadcast of the program which may thereby be rendered unavailable except that in any event, the Sponsor shall be liable to pay to Producer therefore, an amount equal to the total sum, if any, that Producer may be required to pay any of the persons engaged by Producer for such programs by any Union or Unions having jurisdiction, or by reason of any contractual obligations of Producer.

16. It is agreed between the parties hereto that the broadcasts of the radio programs shall originate in Hollywood, California, or such other point of origination as may be designated by the Sponsor and approved by the Producer, which approval will not unreasonably be withheld.

17. Producer agrees to conduct such rehearsals as may, in its judgment, be required to produce in a competent and pleasing manner the entertainment package, provided to be furnished hereunder.

18. The Sponsor shall have the right to make and use electrical transcriptions of each broadcast of the programs hereunder during the existence of this agreement, but only upon compliance with the following conditions:

- (a) The manufacture and use of each transcription shall at all times be subject to and in full compliance with present and future requirements of any Union or Unions having jurisdiction with respect to such transcription.
- (b) Subject to Paragraph 6, each of said transcriptions may be broadcast only over stations which form part of the broadcasting network of the National Broadcasting System over which the

program was broadcast at the time such transcription was made; except because of unusual circumstances in which event the Sponsor shall first obtain the Producer's consent, which shall not be unreasonably withheld.

- (c) Said transcriptions shall be recorded as actually broadcast and may not be used beyond a period of three (3) weeks after the termination of this agreement.
- (d) Sponsor shall pay Producer, in addition to and simultaneously with the payments provided for in Paragraph 14 hereof, any additional costs that may be incurred by Producer in connection with, or arising out of, the making or use of such transcriptions.
- (e) Each of said transcriptions may be used as provided for in this Paragraph 16 provided the contracts between the Producer and the personnel engaged by Producer for the programs hereunder do not prohibit such use.

19. Each of the parties hereto covenants and agrees that it will include a provision in all contracts entered into with artists for their performance upon the said entertainment package, by which each of said artists will covenant and agree that he will not knowingly or willfully act or conduct himself in such a manner that the reasonable and possible consequence thereof will expose the Producer or Sponsor to contempt, ridicule or obloquy, and thereby cause either to suffer substantial injury and damage, and that any violation of said provision shall give the contracting party the right to terminate its aforesaid contract with said artists.

20. If Sponsor elects, at any time, during the existence of this agreement, to discontinue the manufacture and/or advertising of Lucky 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.

21. It is agreed that if the National Broadcasting Company, pursuant to any right so to do provided for in the contract between Sponsor and said Company for the broadcasting facilities of this program, eliminates

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the broadcast of any scheduled programs to which this contract relates in order to broadcast special public events or news reports of transcendent importance, said broadcasting Company may substitute for such scheduled performance another hour and date acceptable both to Producer and Sponsor. In the event, that no such hour and date are mutually agreeable to Producer and Sponsor, then and in that event such omitted broadcast shall be deemed cancelled but Sponsor shall not be released from any obligation to pay Producer for such omitted broadcast or broadcasts by reason thereof.

22. Producer warrants that it has the right and power to enter into and perform this contract. This contract is not assignable by either party hereto.

23. Anything to the contrary elsewhere in this agreement notwithstanding, it is expressly understood and agreed that Sponsor shall pay any and all "wire and pick-up charges" necessitated and/or incurred by reason of the broadcasts provided to be made hereunder.

24. Foote, Cone and Harding, Inc., is hereby designated as Sponsor's agency in connection with the program provided for hereunder. It is understood that Sponsor shall have the right at any time to change its agency.

25. Producer hereby agrees to save Sponsor and agency of Sponsor referred to in Paragraph 24 hereof harmless from any and all loss, liability and damages, incurred in connection with all claims or suits arising out of the scripts, or from the use of material furnished by Producer, including, but not limited to, libel, slander, plagiarism, violation of civil rights, rights of privacy and infringement of copyright, or arising out of any act of commission or omission by Producer or anyone furnished by Producer appearing in the entertainment package, except as otherwise provided in Paragraph 15 hereof and except such liability and claims as may result from the failure of the network on which the program is broadcast to have possession of the necessary musical performing licenses for any musical compositions used on the program hereunder, it being agreed that neither the Producer nor the Sponsor is under any obligation to procure any such license.

Sponsor hereby agrees to save Producer harmless from any and all loss, liability and damages incurred in connection with all claims or suits arising from the use of any material furnished by Sponsor, or arising from the

presentation of commercial announcements on said program, except such comedy commercials, if any, as may be presented by Producer as hereinabove provided. Sponsor and Producer respectively reserve the right, at their own expense, without being required to do so, to engage independent counsel for the defense of their respective interests regarding any claim, action or suit and as to which they are respectively indemnified under this Paragraph 25.

26. Producer agrees that all performers appearing upon any broadcast of the program hereunder will, during their respective engagements upon such programs, be members in good standing of, or authorized to appear by the American Federation of Radio Artists, and that all musicians will be members in such good standing with the American Federation of Musicians, or of any other pertinent labor or collective bargaining organization with whom the National Broadcasting System may contract, and who shall have jurisdiction over such performers or musicians.

27. Producer agrees to use its best efforts to obtain exclusive radio contracts with performers it engages and agrees to and does hereby grant to Sponsor the first opportunity and option during the existence of this agreement to contract for other radio programs that it creates, or for individual performers not a part of some other package radio show where the Producer has the right to contract for the rendition of such performer's services in the radio field, as follows:

- (a) Sponsor shall have thirty (30) days after receiving notice from Producer setting forth the type, character and elements of any proposed radio program within which to contract for said program upon terms mutually agreeable; if Sponsor does not exercise said option within said thirty (30) day period, then Producer shall be free to dispose of such radio show to any other person, firm or corporation.
- (b) As to any such individual performer not a part of a package show, Sponsor shall have two (2) weeks after receiving notice from Producer that such individual performer is available for services on a program within which to contract for the

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radio services of said individual performer upon terms mutually agreeable, and in the event Sponsor does not exercise its option within said two (2) week period, then Producer shall be free to dispose of the services of said individual performer to any other person, firm or corporation.

(c) In the event any performer under contract to Producer has regularly appeared upon the radio program in this contract provided for, and his services on such program are for any reason terminated, Producer agrees that it will not furnish the services of such performer to any other person, firm or corporation which advertise on such other programs any tobacco product for a period of one (1) year after the termination of his services on the program hereunder.

It is mutually agreed that Sponsor purchases a summer replacement show and that Producer shall have the first right and privilege to submit such replacement show for the consideration of the Sponsor, though the Sponsor shall not be under any obligation to purchase the same. In this connection, in order that Producer may submit the type, class and character of show which Sponsor will consider, Sponsor agrees to advise Producer the amount of money it will spend in purchasing such replacement show and the kind, type and character of show it would like to attain.

28. If any dispute should arise regarding any of the agreements herein contained or any claimed breaches thereof, such dispute shall be decided by arbitration as follows:

The Producer and Sponsor shall each appoint one arbitrator and the two arbitrators so appointed shall appoint a third arbitrator. The three arbitrators so appointed shall decide such dispute and the decision of any two of the arbitrators shall be final and binding on the parties hereto.

29. All notices to be given hereunder to Sponsor shall be in writing and delivered or mailed by registered mail addressed to The American Tobacco Company, 111 Fifth Avenue, New York, New York and a copy to the New York office of the Agency of the Sponsor.

All notices to be given to Producer shall be in writing and delivered or mailed by registered mail addressed to Producer in care of Wright and Milliken, 111 West 7th Street, Los Angeles, California, and a copy in care of MCA ARTISTS, LTD., 9370 Burton Way, Beverly Hills, California.

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20. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, and which together shall constitute but one agreement.

21. This contract constitutes the entire agreement between the parties hereto and can only be amended by a written agreement amending the same.

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

23. This contract shall be interpreted and construed according to the laws of the State of California.

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

THE AMERICAN TOBACCO COMPANY

BY *W. H. ...*  
Vice President

ATTEST:

*John ...*  
Secretary

ATTEST:

ET McFARLAND

AMUSEMENT ENTERPRISES, INC.

BY MYRT T. BLUM, PRESIDENT  
BY LOYD WRIGHT, SECRETARY

(SEAL)

