

KNOW ALL MEN that I, ARTHUR RICHARDS, being a citizen of the United States of America and over the age of 21 years, for and in consideration of the sum of Two Thousand Dollars, (\$2,000.), lawful money of the United States of America to me in hand paid, the receipt hereof is hereby acknowledged, have remised, released, and forever discharged and by these presents do for my heirs, executors, administrators and assigns, remise, release and discharge Amusement Enterprises, Inc., American Tobacco Company, Gruen Watch Company, National Broadcasting Company, Inc., its owned, operated, affiliated and licensed broadcasting stations and Columbia Broadcasting System, Inc., its owned, operated, affiliated and licensed broadcasting stations, their and each of their successors and assigns of and from all and all manner of actions, cause and causes of action, suits, debts, dues, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, executions, claims and demands whatsoever, at law or in equity, which against them or any of them I ever had, now have or which my heirs, executors, administrators or assigns hereafter can, shall or may have for or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of these presents, including all matters involved in the action at law instituted by me against American Tobacco Company, Amusement Enterprises, Inc. and National Broadcasting Company, Inc., in the United States District Court for the Southern District of New York, (civil action 58-105), and the action at law instituted by me against Gruen Watch Company and National Broadcasting Company, Inc., in the United States District Court for the Southern District of New York, (civil action 58-104), which actions are being settled and discontinued contemporaneously herewith.

This release may not be changed orally.

IN WITNESS WHEREOF, I have hereunto set  
my hand and seal the 12 day of MARCH in the year  
One Thousand Nine Hundred Fifty-three.

Arthur P. ... L.S.

Sealed and delivered in the presence of

John F. ... L.S.

STATE OF VIRGINIA }  
COUNTY OF ALEXANDRIA } ss:  
CITY

On the 12<sup>TH</sup> day of MARCH in the  
year one Thousand Nine Hundred Fifty Three before me personally  
appeared WILLIAM RICHARDS, to me known and known to me to be the  
individual described in and who executed the foregoing in-  
strument and he duly acknowledged to me that he executed the  
same.

George K. Stier  
Notary.

My Commission Expires April 15th, 1956

FILE NO.  
100-102  
000000

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

ARTHUR RICHARDS,

Plaintiff, :

-against- :

AMERICAN TOBACCO COMPANY,  
AMUSEMENT ENTERPRISES, INC.,  
and NATIONAL BROADCASTING  
COMPANY, INC.,

Defendants. :

STIPULATION OF  
DISCONTINUANCE

Civil No. 58-105

IT IS HEREBY STIPULATED AND AGREED by and  
between the attorneys for the respective parties in the  
above entitled action that the same be and hereby is dis-  
continued without costs to either of the parties as against  
the others.

DATED: March 13<sup>th</sup> 1953.

Martin Henry  
Attorney for Plaintiff

Mendel & Kunitz  
Attorneys for Defendants



CAR & ADDRESS  
FOUR HATTEN

*The American Tobacco Company*

111 Fifth Avenue

New York 3, N.Y.

July 21, 1948

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

Gentlemen:

This letter supplements the agreement between us dated June 9, 1948, relating to the radio program now known as "Let's Talk Hollywood", but there shall be no change in the terms and conditions of the aforesaid agreement.

1. Confirming the understanding between us, you agree that we may, so long as we desire, supplement the prizes provided by you under the terms of Paragraph 2 (f) of the aforesaid agreement, as follows:

- a) At our own cost and expense, we shall provide either (1) an RCA-Victor television set or (2) an RCA-Victor Crestwood radio-phonograph combination and a collection of RCA-Victor phonograph records, to be sent as a prize to each person submitting a question which the experts fail to answer successfully;
- b) In each case where the experts fail to answer a question successfully, we will send a package of Lucky Strike Cigarettes to each patient in a Veterans' Administration hospital designated by us.

2. We will arrange for the delivery of each television set or radio-phonograph combination and record collection, and of the cigarettes given to patients in veterans' hospitals.

Will you please acknowledge receipt of this letter by signing and returning the enclosed copies to Miss Kay Winn, Batten, Barton, Durstine & Osborn, Inc., 303 Madison Avenue, New York 17, New York.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

Agreed and Accepted:

Amusement Enterprises, Inc.

By F. X. Tamm  
Advertising Department

By Mr. F. J. [Signature]

6-11-48  
6-2-48

July 2, 1948

Wayne Tiss  
Batten, Barton, Durstine & Osborn, Inc.  
1680 N. Vine Street  
Los Angeles 28, California

Dear Mr. Tiss:

As a condition to permitting George Murphy to appear upon the "Let's Talk Hollywood" radio program, Loew's Incorporated will require that credit be given on each broadcast of the program in accordance with the following paragraph from the agreement which Loew's will require both Mr. Murphy and us to sign:

"Notwithstanding anything to the contrary contained in said radio contract of Paragraph 27 thereof, the corporation (Amusement Enterprises) agrees that in connection with each broadcast in which the artist (George Murphy) renders services under said radio contract, a statement will be made over the air at or near the commencement of such broadcast, the wording of which shall be subject to the approval of our (Loew's) Radio Department, to the effect that the artist is an M-G-M star; and the corporation also agrees that later in each such broadcast, and at a point therein which will insure its being broadcast over network stations releasing the program, credit will be accorded us over the air, the wording of which shall be subject to the approval of our Radio Department, to the effect that the artist is appearing on such broadcast by arrangement with Metro-Goldwyn-Mayer Studios, and there shall also be mentioned in such credit the name of a photoplay designated by us and the name or names of the star or stars of such photoplay."

We are submitting the above requirement to you pursuant to the terms of our contract with you for the "Let's Talk Hollywood" program. Will you please indicate your approval, on behalf of The American Tobacco Company, of the giving of credits in accordance with the foregoing, by signing on the line provided below.

Very truly yours,

AMUSEMENT ENTERPRISES, INC.

By James L. [Signature]

It is agreed that, subject to our approval of the wording in each instance, credits may be given on each broadcast of the "Let's Talk Hollywood" radio program in accordance with the foregoing requirement of Loew's Incorporated.

BATTEN, BARTON, DURSTINE & OSBORN, INC.

By Wayne Tiss  
Vice-President

for THE AMERICAN TOBACCO COMPANY

Dated: July 22, 1948



Copyright 1948  
The American Tobacco Company

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

June 9, 1948

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

Gentlemen:

With reference to the agreement dated *June 9*, 1948, between you and us for the package radio program known as "Let's Tell Hollywood", we agree that we will designate a person in Hollywood who shall have authority to give the Sponsor's approval referred to in Paragraph 2(b). Until further notice to you, Mr. Rayna Tice, whose address is c/o Lutton, Burton, Durstine & Osborn, Inc., Taft Building, Hollywood, California, will have such authority.

It is our understanding that you will endeavor in all cases to submit to Mr. Tice the names of proposed performers at least one week before the scheduled date of the radio broadcast, and that only in the event of emergency will this time be shortened.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

By *William L. Tice*  
Vice President

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

THIS AGREEMENT made and entered into this 9<sup>th</sup> day of June 1948, 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,

**T E R M S A N D C O N D I T I O N S**

1. Producer represents that it is the owner and producer of a package radio program known as "LET'S TALK HOLLYWOOD," and that the general format of this program is the answering of questions about the motion picture industry in the following manner: The questions are sent in by the radio audience and answers are made by a board of persons familiar with said industry. Persons sending in questions selected for use on the program receive prizes, a more attractive prize being awarded if the board fails to answer the question satisfactorily. Sponsor desires to have Producer furnish said program to Sponsor and Producer agrees to furnish the same on the terms hereinafter set forth.

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

- (a) A master of ceremonies who shall be either George Murphy, or such other person as Producer may select with Sponsor's approval.
- (b) A board of four (4) persons (as selected by Producer with Sponsor's approval), well known in the following capacities in the entertainment industry:



- (1) One radio or motion picture comedian or comedienne;
  - (2) One motion picture technician, such as a director, designer, cameraman, writer, executive, or the like;
  - (3) One screen star, male or female;
  - (4) One columnist who writes about the motion picture industry.
- (c) The sound effects.
- (d) One vocalist, male or female (as selected by Producer), to perform in connection with the presentation of questions.
- (e) One organist (as selected by Producer) to perform in connection with presentation of questions.
- (f) Prizes as follows:
- (1) A 5-year subscription to Photoplay Magazine, or a magazine of similar standing, for each question used on the program and answered satisfactorily;
  - (2) A pass for two persons for one year to a motion picture theatre in the winner's neighborhood for each question used on the program and not answered satisfactorily.
- (g) All personnel, material, and facilities necessary for the broadcasting of said program not specifically agreed to be furnished by Sponsor.

Anything in this agreement to the contrary notwithstanding, Producer agrees that it will not engage or permit to perform on said entertainment package as a regular performer any person who has appeared within one month, or as a guest any person who has appeared within one week prior to his first appearance on the entertainment package on a radio or television program sponsored by any manu-

factor of, or any dealer in, tobacco or tobacco products, other than Sponsor, its subsidiaries or affiliates, or who has authorized the use of his name, likeness or endorsement in connection with any advertising of any tobacco or tobacco products other than those of Sponsor, its subsidiaries or affiliates, which advertising has been released within the same period or is to be released in the future.

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

- (a) All broadcasting facilities, including cost of all radio time;
- (b) A broadcasting studio or theatre, with facilities for an audience if Producer shall so request;
- (c) Commercial announcer or announcers;
- (d) Commercial announcements, including all material, sound effects, and performers used in connection therewith.

4. The product or products to be advertised upon said program shall be a product or products of The American Tobacco Company, its subsidiaries and affiliates or any of them and no other product. Sponsor shall control the content and manner of presentation of commercial announcements.

5. The term of this agreement shall begin on Monday, June 28, 1948, and shall continue thereafter for a period of thirteen (13) weeks, ending with the broadcast of Sunday, September 26, 1948. This period may hereinafter be referred to as "the original period." Each broadcast shall be one-half (1/2) hour in duration, inclusive of commercial announcements.

6. Said program shall be broadcast each Sunday during the original period on a live or delayed broadcast basis, with or without facilities for an audience at Producer's election, over the nationwide A.M. network of the National Broadcasting

System (and at Sponsor's election over any or all P.M. stations operated by or affiliated with the said network or the stations in said network) from 7:00 to 7:30 P.M., then current New York time, with a rebroadcast at Sponsor's election the same Sunday as the live or delayed broadcast thereof by transcription over the Pacific Coast A.M. network of the National Broadcasting System (and at Sponsor's election over any or all P.M. stations operated by or affiliated with the said network or the stations in said network) not earlier than 7:30 P.M., nor later than 10:00 P.M., then current Pacific time. As used herein, the phrase "Pacific Coast A.M. Network" means such of the following stations of the National Broadcasting System as Sponsor may elect to furnish:

KFI	Fresno, California
KFI	Los Angeles, California
KGA	Portland, Oregon
KNBC	San Francisco, California
KOMO	Seattle, Washington
KH	Spokane, Washington
KFSB	San Diego, California
KORA	Sacramento, California
KOH	Reno, Nevada.

Said program shall be broadcast on a live or delayed broadcast basis only, except in so far as broadcasts by transcription are authorized pursuant to this paragraph 6 and paragraph 17 hereof. As used herein, "National Broadcasting System" means the present National Broadcasting System, or any system resulting from merger, consolidation, or reorganization thereof.

7. Said entertainment package is of a special, unique, unusual, extraordinary, and intellectual character, which gives it a peculiar value, the loss of

which can not reasonably or adequately be compensated for in damages in an action at law, and a breach by Producer of the provisions of this agreement will cause Sponsor irreparable injury. Producer hereby agrees the Sponsor shall be entitled to injunctive and other equitable relief in the event of, or to prevent a breach of this agreement by Producer.

8. Producer agrees that during the term hereof neither Producer nor any artist under Producer's control will reproduce said entertainment package in whole or in part for radio or television broadcasting, live or transcribed, without the prior written consent of Sponsor.

9. Producer shall provide in its contracts with the master of ceremonies and all persons regularly engaged for said program that during the term of their respective employments thereunder they will neither participate in any radio or television broadcast which advertises any tobacco or tobacco products other than those manufactured by Sponsor, its subsidiaries or affiliates, nor authorize the use of their names or likenesses in connection with the advertising of, or the giving of publicity to, any such product.

10. Except as herein otherwise specifically provided, Producer shall have the sole, exclusive, and complete direction and control over said program, including the design, preparation, production, and presentation thereof and of all material and personnel agreed to be furnished by Producer, and, except as herein otherwise specifically provided, Producer may at any time and from time to time make such changes and substitutions in said program as Producer may deem advisable, subject to Sponsor's approval. Producer agrees to accept the sole responsibility for the necessary planning, rehearsals, production and supervision of said entertainment package, including the receipt and selection of questions submitted by the radio audience, the distribution of prizes, notifications to prize winners, the employment at Producer's expense of all the 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 herein. 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 person 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.

11. Producer's status hereunder is that of an independent contractor and 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 withholding of taxes and 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, except as to matters with respect to which Sponsor has the right to approve or the right to disapprove as provided in this Agreement, Producer's determination with respect to such matters shall be final and conclusive.

12. 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 the name of the program, and the name and likeness of any person regularly appearing on said entertainment package to publicize and advertise the program and the product or products advertised on the program and the name and likeness of any other person appearing on said entertainment package to publicize and advertise the particular broadcast on which such person appears as in a "tune in" ad, provided, however, Sponsor shall not in either case use the name or likeness of any such person directly or indirectly as a testimonial or endorsement of any product.

If Producer is required by any contract it may have with any person appearing on said entertainment package to give any credits on the air as a condition to such person's so appearing, Producer may give such credits on said program in such form and substance as may be approved by the Sponsor before the execution of such contract.

All scripts of the entertainment portion of the program broadcast or used in any way on said entertainment package and furnished by Producer shall be and remain the sole and exclusive property of Producer.

13. In consideration of Producer's performance of the agreements herein contained, Sponsor agrees to pay Producer at Los Angeles, California, the sum of Eleven Thousand Five Hundred Dollars (\$7,500.00) each and every week during the original period, payable within seven (7) days after the date scheduled for each broadcast of said program.

- (a) With respect to transcribed rebroadcasts hereunder Sponsor will pay the cost of making the transcription;
- (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 charges with respect to frequency modulation broadcasting.
- (c) Should payroll taxes or contributions payable by the employer under any applicable law and which Producer is required to pay be increased beyond the scale in existence as of the date of this agreement at any time or from time to time, Sponsor will pay Producer, in addition to the foregoing, an amount equal to the total of the increase of such taxes or contributions.

14. 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, lockout, 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, lockout, 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, such substitutions to be subject to Sponsor's approval. In the event that Producer can not 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 14 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 therefor an amount equal to the total sums, 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.

15. The broadcasts of said program shall originate in Hollywood, California. Producer shall make the programs available at the studios of the broadcasting station.

16. 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.

17. 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) In addition to the use authorized in paragraph 6, each of said transcriptions may be rebroadcast once only in any area where the live broadcast was heard, other than in the rebroadcast area described in paragraph 6, at any time within twenty-four (24) hours after the live broadcast was heard there.
- (c) In addition to the foregoing, each transcription may be broadcast once only in any area where the live broadcast was not heard at any time within thirty (30) days after the live broadcast.
- (d) Said transcriptions shall be recorded as actually broadcast.
- (e) The broadcasts shall be transcribed, and the transcriptions may be broadcast or rebroadcast hereunder, in their

entirety and not otherwise.

- (f) Sponsor shall pay Producer, in addition to and simultaneously with the payments provided for in paragraph 13 hereof, any additional costs that may be incurred by Producer in connection with, or arising out of, the making or use of such transcriptions.

18. If the broadcasting company furnishing the broadcasting facilities for said program shall, pursuant to any right so to do provided for in the contract between Sponsor and such company, eliminate 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.

19. 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, except that it shall be assignable by Sponsor to American Cigarette and Cigar Company and by the latter to Sponsor.

20. Nothing contained herein shall be construed to obligate Sponsor to broadcast or rebroadcast the said programs, and Sponsor shall have discharged all its obligations to Producer by causing to be paid to Producer such sums as may be due Producer from time to time hereunder.

21. Batten, Barton, Durstine & Osborn, 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.

22. Producer hereby agrees to save Sponsor and agency of Sponsor referred to in Paragraph 21 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 14 hereof.

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. 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 21.

23. 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 broadcasting company furnishing the broadcasting facilities hereunder may contract, and who shall have jurisdiction over such performers or musicians.

24. 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:

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.

25. 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, c/o Ratten, Barton, Durstine & Osborn, Inc., 383 Madison Avenue, New York 17, New York, and a copy to The American Tobacco Company, 111 Fifth Avenue, New York 3, New York.

All notices to be given to Producer shall be in writing and delivered or mailed by registered mail, addressed to Producer at 415 North Bedford Drive, Beverly Hills, California, and a copy in care of MCA Artists, Ltd., 9370 Burton Way, Beverly Hills, California.

*Handwritten notes:*  
See 12/15/49  
02/11/49  
S. J. O'S  
One copy  
initial  
file show  
advertising  
6/21  
Summit  
file  
Franklin

26. 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.

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

28. 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.

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

30. In consideration of the execution of this agreement by Sponsor, Producer hereby grants to Sponsor the options set forth in Paragraph 31 to extend the term hereof as therein provided on all and the same terms and conditions as are provided for the original period, except as is provided in Paragraph 31 and as follows:

- (a) Sponsor may terminate this agreement during any option period upon the expiration of the 13th, 26th, or 39th week of any such period by giving Producer written notice of termination at least 30 days prior to the effective date thereof.
- (b) During each calendar year after 1948 during which this agreement continues in effect, Sponsor shall have the right at any time between May 15 and September 30 of such year to suspend this agreement for a period of not to exceed thirteen (13) weeks. Sponsor shall not be required to pay any compensation to Producer hereunder with respect to any such suspended weeks, and the total number of weeks for which Sponsor is obligated to compensate Producer during such year shall be reduced accordingly. Sponsor shall give Producer at least thirty days' notice in writing of any such suspension, and shall specify in such notice the duration of such suspension. Such notice shall also specify whether or not Sponsor's option for the next succeeding period hereunder is exercised, and if Sponsor fails to exercise its option for such period as part of such notice, or concurrently therewith, or prior to the giving of such notice, then, anything in paragraph 31 to the contrary notwithstanding, all unexercised options in said paragraph 31 shall thereby be cancelled.
- (c) During each option period said program shall be broadcast on such day of the week over the nationwide A.M. network of such broadcasting system and over such F.M. stations, if any, and at such time as Sponsor may from time to time specify on at least twenty-one (21) days' notice to Producer.

31. The options granted to Sponsor pursuant to paragraph 30 are as follows:

- (a) An option to extend the term hereof for a period of fifty-two (52) weeks beginning on the day following the expiration of the original period. During said renewal period the sum of Eight Thousand Dollars (\$8,000.00) shall be substituted for Seven Thousand Five Hundred Dollars (\$7,500.00) in paragraph 13 hereof.
- (b) An option to extend the term hereof for a period of fifty-two (52) weeks beginning on the day following the expiration of the period described in (a) above. During said renewal period the sum of Nine Thousand Dollars (\$9,000.00) shall be substituted for Seven Thousand Five Hundred Dollars (\$7,500.00) in paragraph 13 hereof.
- (c) An option to extend the term hereof for a period of fifty-two (52) weeks beginning on the day following the expiration of the period described in (b) above. During said renewal period the sum of Ten Thousand Dollars (\$10,000.00) shall be substituted for Seven Thousand Five Hundred Dollars (\$7,500.00) in paragraph 13 hereof.
- (d) An option to extend the term hereof for a period of fifty-two (52) weeks beginning on the day following the expiration of the period described in (c) above. During said renewal period the sum of Eleven Thousand Dollars (\$11,000.00) shall be substituted for Seven Thousand Five Hundred Dollars (\$7,500.00) in paragraph 13 hereof.

(e) An option to extend the term hereof for a period of fifty-two (52) weeks beginning on the day following the expiration of the period described in (d) above. During said renewal period the sum of Eleven Thousand Dollars (\$11,000.00) shall be substituted for Seven Thousand Five Hundred Dollars (\$7,500.00) in paragraph 13 hereof.

Sponsor may exercise any or all of the foregoing options either separately or collectively by written notice to Producer of Sponsor's election so to do given at any time not later than thirty (30) days prior to the beginning of the particular period for which such option is exercised, but Sponsor may not exercise any option, except the option contained in (a) above, unless all prior options have been exercised.

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

ATTEST:

*[Signature]*  
Secretary  
ATTEST:  
*[Signature]*  
J. Wright, Sec

THE AMERICAN TOBACCO COMPANY

By *[Signature]*  
Vice-President

AMUSEMENT ENTERPRISES, INC.

By *[Signature]*  
President

By *[Signature]*  
Vice-President



THE AMERICAN TOBACCO COMPANY  
OUTLINE OF RADIO AND TELEVISION CONTRACT  
(TIME OR TALENT)

Product LUCKY STRIKE CIGARETTES Program "LET'S TALK HOLLYWOOD"  
Network NATIONAL BROADCASTING COMPANY Day & Hour 7:00 - 7:30 PM, EDST

OUTLINE OF TERMS:

Contracting Parties--- The American Tobacco Company  
and  
Amusement Enterprises, Inc.  
415 North Bedford Drive  
Beverly Hills, California

Talent--- George Murphy, M.C. Services---  
A "board of experts" consisting of a comedian, a motion picture director,  
Duration of Contract--- a male or female screen star, a columnist of film topics;  
also a girl singer, a pianist, and necessary sound effects.

Five years and 13 weeks from July 4, 1948.

Costs---	Net, per program	Gross, per program
1st 13 weeks	\$7,500.00	\$8,625.00
Next 52 weeks	8,000.00	9,200.00
Next 52 weeks	9,000.00	10,350.00
Next 52 weeks	10,000.00	11,500.00
Next 52 weeks	11,000.00	12,650.00
Next 52 weeks	11,000.00	12,650.00

Renewal or Cancellation Options---

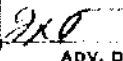

Cancellable by The American Tobacco Company at the end of any  
13-week cycle on four weeks' written notice.

Non-Standard Terms---

Miscellaneous----

Announcers, auctioneers, and all personnel required in commercials  
to be furnished by The American Tobacco Company at its own expense.

APPROVALS:


ADV. DEPT.

LEGAL

Date May 11, 1948

Refer to Preliminary Radio Estimate Number 1

Contract to be signed before May 15, 1948



Batten, Barton, Durstine & Osborn, Inc.

ELdorado 5-5800

383 Madison Avenue, New York 17, New York

*Advertising*

May 6, 1948

NOTE:

Our identification theme "Lucky Day" is to be given at the opening and closing of the program. We can do this through the use of the studio organ and we understand the cost will not exceed \$150.00 a week. Let us make sure that we get a good organ and organist.

6 RP

5/7/48

Mr. Vincent Riggio, President  
The American Tobacco Company  
111 Fifth Avenue  
New York City

Dear Mr. Riggio:

It is our recommendation that The American Tobacco Company contract with Amusement Enterprises for the radio program, "Let's Talk Hollywood", as a replacement for the Jack Benny program, for thirteen weeks, starting July 4, 1948. The show is as auditioned and discussed with you and your associates on May 3, 1948.

The type of guest star we hope to have as frequently as possible on the show is represented by the following list:

Jack Benny	Gene Kelly	Gregory Peck
Frank Sinatra	Phil Harris	Jane Wyman
Dorothy Lamour	Don Ameche	Joseph Cotten
Ronald Coleman	Van Johnson	Billy DeWolfe
Jimmy Stewart	Ginger Rogers	Fred Astaire
Jack Carson	Barbara Stanwyck	Robert Taylor
Ray Milland	Ed Gardner	Bob Montgomery
William Powell	Ralph Edwards	Great Gildersleeve (Harold Peary)

The cost of the show will be \$7,500 net, \$8,625 with all commissions. We have given consideration to the inclusion of an orchestra. The chief advantage would be the fact that we would open up the show with the "Lucky Day" theme. This, of course, would give identification but, in our opinion, the tobacco auctioneer would take care of the identification feature.

Since this is a summer show -- and we believe economies are in order for summer shows -- we do not recommend the orchestra. It would be somewhat of a luxury to employ an orchestra for the limited use we would make of it and, in our opinion, it would not help the entertainment value of the show itself.

If you agree with our recommendation, we shall start immediately to refine and further develop the program and make arrangements for the contractual agreements.

Sincerely,

*Bernard C. Duffy*

B. C. Duffy

BCC:mjb

BOSTON • BUFFALO • CHICAGO • CLEVELAND • DETROIT • HOLLYWOOD • LOS ANGELES • MINNEAPOLIS • NEW YORK • PITTSBURGH • SAN FRANCISCO



**MCA**  
*Artists Ltd.* AGENCY  
AFFILIATE OF

## Music Corporation of America

LONDON NEW YORK CHICAGO BEVERLY HILLS SAN FRANCISCO CLEVELAND DALLAS

745 FIFTH AVENUE  
NEW YORK 22, N.Y.  
WICKERSHAM 2 8900

March 26, 1948

Mr. Paul Hahn  
American Tobacco Company  
111 Fifth Avenue  
New York, New York

Dear Mr. Hahn:

We are submitting herewith on behalf of Amusement Enterprises, Inc., the following radio shows for your consideration as summer replacements for the Jack Benny radio program currently broadcasted from 7:00 PM to 7:30 PM on Sundays:

- BILLY DE WOLFE      A comedy show built around Billy De Wolfe, one of the screen's outstanding new comedians in a vehicle designed to present Billy De Wolfe in a comedy situation that is set in a big department store in an average size city. This program can be broadcasted at the microphone...Price \$7,500.00 weekly.
- FREDDY MARTIN & GINNY SIMMS      A musical show presenting Freddy Martin, his orchestra and Ginny Simms.....Price \$6,000.00.
- FREDDY MARTIN      An amateur show tentatively titled "New Faces" and emanating from the Coconut Grove or any place more preferable to client.. Price \$5,000.00.
- REAL TIME BAND      A musical quiz in which the members of the orchestra answer questions sent in by the listening audience and if any sender's question stumps any member of the orchestra the sender of said question is sent a prize. The questions are all to do with music and musical personalities. This could be tied in with the Magic Carpet using two or three orchestras from various localities throughout the country and having a central master of ceremonies who would, by wire, quiz the various orchestra personnels.....Price \$8,000.00 plus line charges.
- MUSIC FROM HOLLYWOOD      A musical show with Leith Stevens as permanent musical conductor, a permanent girl star or singer such as Ginny Simms and guest conductors from various motion picture studios featuring musical scores of top motion pictures. In explanation, the Fred Astaire picture "Top Hat and Tails" had a musical score written by Irving Berlin so that the program on that particular night would feature

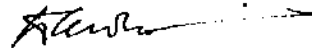
all of the numbers from the picture "Top Hat and Tails" and they would all be by Irving Berlin.....Price \$6,000.00

LET'S TALK ABOUT  
HOLLYWOOD

A quiz show with questions pertaining to Hollywood based on every phase of the motion picture industry. Questions are sent in by the listening audience to stump a board of experts which is composed of a name picture star, producer, director, a worker from the administrative and constructive side of pictures and a representative of the press in the form of a motion picture columnist. If the sender of a question stumps the panel of experts, said sender of question is sent a gold pass for two, good for a period of one year at his local motion picture theatre....Price \$7,000.00.

We would be appreciative if you would advise us as soon as possible which one of the shows is of primary interest to you as a summer replacement so that we may meet with you and go over the program of interest in detail.

Sincerely,



D. A. Werblin/sds

