

THIS AGREEMENT, made and entered into at New York, New York, this 31st day of March, 1953, by and between COLUMBIA BROADCASTING SYSTEM, INC., a New York corporation having its principal place of business at 485 Madison Avenue, New York 22, New York (hereinafter called "CBS"), and THE AMERICAN TOBACCO COMPANY, a New Jersey corporation having a place of business at 111 Fifth Avenue, New York, New York (hereinafter called "Sponsor"),

W I T N E S S E T H:

1. Sponsor is desirous of having CBS furnish a package radio program (hereinafter called the "program") of a format and quality comparable to the format and quality of the programs at present being presented by the Sponsor entitled "The Jack Benny Program" and composed of the elements hereinafter set forth.

2. CBS 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 CBS agrees shall, subject to and in accordance with the provisions of this agreement, consist of the following:

(a) The services of a cast which shall from time to time include the three (3) following individuals:

- (i) Eddie Anderson
- (ii) Mary Livingstone
- (iii) Dennis Day

(b) The services of Bob Crosby as actor and vocalist, provided that if CBS shall be unable to secure the services of Bob Crosby for any reason, CBS shall furnish the services of another individual as actor and vocalist, provided, further, such individual shall be subject to the prior approval of Sponsor, which approval shall not be unreasonably withheld, and provided, further, that CBS shall not be required to pay such individual a fee substantially in excess of the fee paid by CBS to Bob Crosby in the 1952-1953 season. (Wherever reference is made in this agreement to Bob Crosby, such

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reference shall include any other individual referred to in this paragraph 2(b).)

(c) An orchestra consisting of at least 12 musicians, plus the conductor;

(d) The scripts, musical arrangements and sound effect;

(e) One comedy commercial announcement to be integrated into each program in the middle thereof;

(f) The services of Don Wilson as announcer;

(g) Such guest artist or artists as CBS may from time to time elect, if any, which guest artists shall, as between CBS and Sponsor, be subject to the prior approval of the Sponsor, which shall not be unreasonably withheld;

(h) Any other items and personnel required for the production of the entertainment portions of the program.

It is agreed that each of the three individuals specified in subparagraph (a) of this paragraph 2 shall appear on at least thirty-five of the programs, provided that any program with respect to which any such individual is scheduled to perform, but does not perform due to his or her refusal or incapacity or other causes beyond CBS' control, shall be counted for the purpose of this sentence in the event that there shall not be a sufficient number of weeks subsequent to such absence in which to make up the appearances missed by the particular artist or artists.

CBS agrees that it will furnish the services of the Sportsmen Quartet as and when such services are required by the scripts for the programs, provided that CBS shall not be obligated to furnish the services of the Sportsmen Quartet for more than twenty (20) programs during the term of this agreement.

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

(a) The services of Jack Benny or a substitute as the star of the programs;

(b) A program director, who shall at all times be a person satisfactory to CBS and who shall at the request of CBS be replaced

by Sponsor from time to time and shall always be, with respect to the performance of his duties, under the direction of CBS (CBS has approved Hilliard Marks as such director);

(c) Two commercial announcements, one to be made before the beginning and the other to be made after the end of the entertainment portion of the programs, it being understood that, except for the integrated commercial hereinabove mentioned, the advertising continuity broadcast in connection with the programs shall be broadcast only before the beginning of, and after the end of, the entertainment portion of the programs;

(d) All material, sound effects, performers and actors used in connection with the commercial announcements, except the comedy commercial.

4. The programs shall advertise any one or more of the tobacco products of the Sponsor which shall be acceptable to CBS.

5. The term of this agreement is for a period of thirty-nine (39) consecutive weeks commencing with the broadcast of September 13, 1953. The radio program hereunder shall be broadcast, subject to and in accordance with the provisions hereof, each Sunday during the term hereof; and each program shall be one-half (1/2) hour in duration inclusive of said commercial announcements.

If Sponsor's contract with the star of the programs terminates prior to the expiration of the term of this agreement, because of any one of the following reasons, namely, (1) the exercise by Sponsor of a right of termination (of the contract or Program Period, as defined therein) which may be specifically provided for in said contract with such star relating to the star's incapacity or inability to perform, (2) the death of such star,

or (3) if Sponsor's contract with such star is terminated by Sponsor for a material breach thereof, then Sponsor shall have the right to terminate this agreement, and the facilities agreement with CBS covering the broadcasting of the programs, as of the effective date of the termination of such agreement with such star for the programs hereunder, provided that any programs which shall have been recorded prior to the occurrence of such contingency shall be furnished and paid for hereunder in accordance with the terms hereof and the effective date of such termination of this agreement shall be postponed until the completion of the broadcast of the last such recorded program, including all delayed and repeat broadcasts thereof. In the event of any such termination of the facilities agreement by Sponsor, it is agreed that, in view of the special circumstances which are involved in Sponsor's continued sponsorship of the Jack Benny program on radio, Sponsor will be entitled, under the facilities agreement to (i) an Annual Dollar Volume Discount on adjusted gross billing for station time commencing June 14, 1953 and ending with the last broadcast hereunder, computed at such percentage as would have been applicable if broadcasting under said facilities agreement had continued, and the stations on order at its termination had remained on order, without interruption, throughout the entire, and otherwise non-cancellable term of said agreement, and (ii) a 52 Consecutive Week Discount of $8\frac{1}{2}\%$ of the largest amount of adjusted weekly gross billing for station time used by broadcasts under said facilities agreement during each week of the period commencing June 14, 1953 and ending with the last broadcast hereunder, times the number of weeks in such period.

6. Except as hereinafter provided, the programs shall be broadcast on the same basis as in the past, namely, (i) on a live, or if Jack Benny shall so elect, on a recorded basis, with or without an audience at CBS' election, over the nationwide network of the Columbia Broadcasting System from 7:00 P.M. to 7:30 P.M., then current New York time, on Sundays of each week, and (ii) on a recorded basis over the Pacific Coast network from 12:30 to 1:00 A.M., then current New York time, on Mondays of each week. In the event that Jack Benny shall require that any of the programs be recorded, it is agreed that, any-

thing herein contained to the contrary notwithstanding, any such program shall be performed in, and the recording shall be made in, Los Angeles, California, and CBS shall bear the costs of making such recording. If any such recording is made elsewhere, as between CBS and Sponsor, Sponsor shall bear the costs of making such recording.

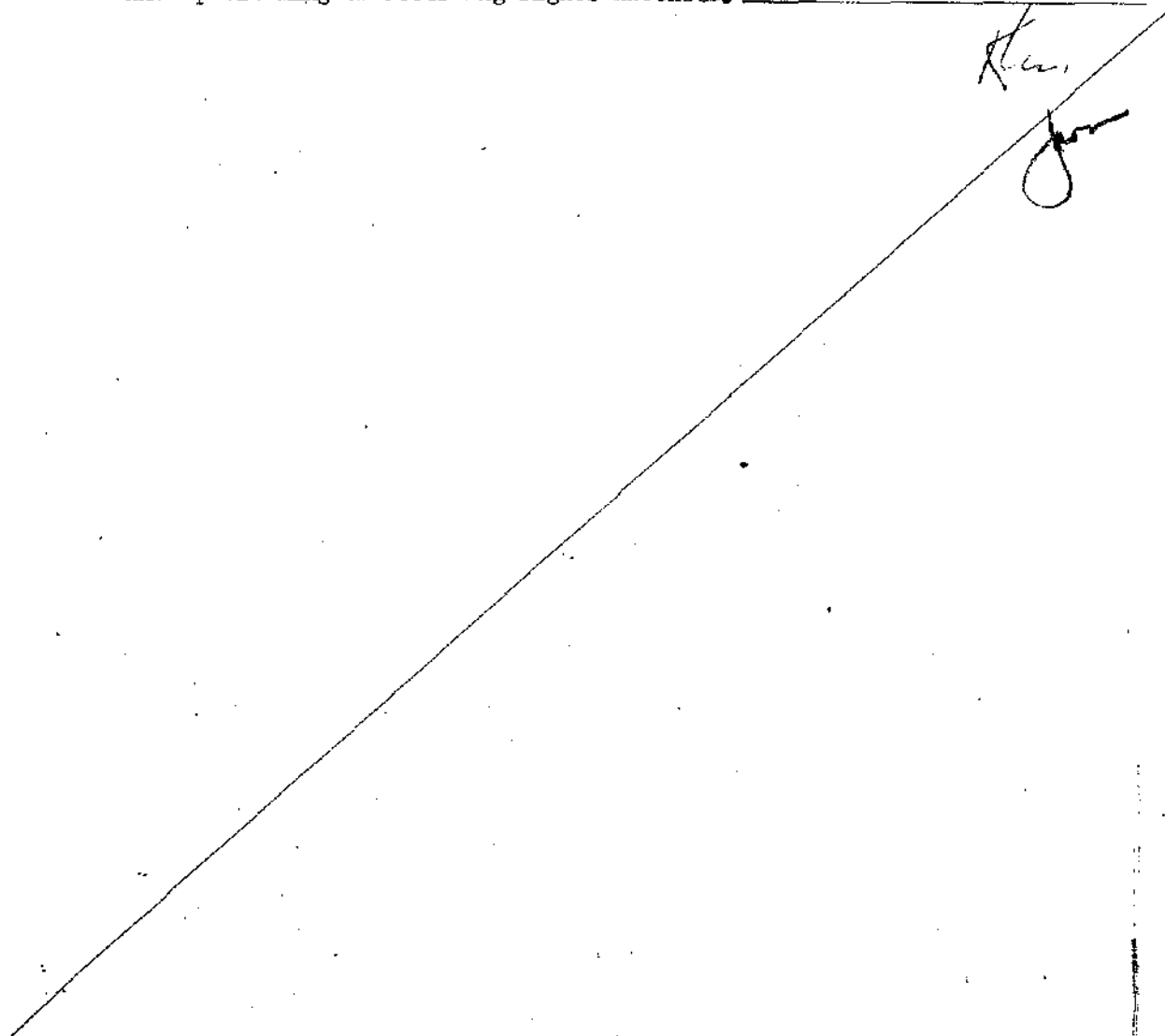
The phrase "Pacific Coast network" appearing herein shall be deemed to refer to such of the stations of the Columbia Broadcasting System in the following cities as may be available to Sponsor, and Sponsor hereby agrees to order, and to maintain during the term hereof a firm order for, all of the following stations:

Bakersfield
Chico
Eugene
Fresno
Los Angeles
Portland, Oregon
Reno
Sacramento
San Diego
San Francisco
Monterey
Seattle
Spokane
Stockton
Yakima
Palm Springs
Bureka
Kennewick, Washington
Klamath Falls, Oregon
Medford, Oregon
North Bend, Oregon
Roseburg, Oregon

"Columbia Broadcasting System" as used in this paragraph 6 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 hereinbefore in this paragraph 6 set forth.

Whether the programs shall originally be broadcast on a live basis or on a recorded basis, it is agreed that recordings of the programs may be used for such delayed broadcasts in Alaska and Hawaii as may be provided for in the facilities agreement between CBS and Sponsor covering the broadcasting of the programs subject, of course, to payment by Sponsor of any additional costs in connection with such delayed broadcasts caused by any applicable union requirements or regulations and any applicable provisions of music performing or recording rights licenses.



The programs hereunder are to be originally broadcast by amplitude modulation broadcasting or such other radio method then current, provided, however, that nothing herein contained shall be considered as a grant to broadcast the programs by means of electrical transcription, television, or similar or other mechanical devices, except the right to use recordings as provided in this paragraph 6.

7. CBS' obligation to furnish the entertainment package under this agreement is subject to the existence of a facilities agreement between CBS and Sponsor for the furnishing of CBS network radio broadcasting facilities for the broadcasting of the programs, and this agreement does not constitute any agreement on CBS' part to furnish such facilities for the broadcasting of the programs, nor any commitment on CBS' part that the programs will be broadcast in any particular time period during the term hereof, provided that, if CBS shall terminate the facilities agreement for any reason, Sponsor shall have the right to terminate this agreement effective on the effective date of the termination of the facilities agreement by giving CBS notice to that effect.

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

9. Except as may be otherwise authorized by Sponsor, CBS agrees to provide in its respective agreements with all permanent actors appearing on the programs hereunder that during the period of their respective engagements upon the programs hereunder, they will not participate in any radio or television

broadcasts (other than the radio broadcasts which are the subject of this agreement and other radio broadcasts and television telecasts sponsored by Sponsor), which advertise any other tobacco or tobacco products, and that they will not authorize the use of their names and/or likenesses in connection with advertising of or giving publicity to any other tobacco or tobacco products. CBS agrees that it will, at its expense, take all reasonable steps to enforce performance of such agreements. CBS shall take reasonable precautions to guard against the employment of any person as a permanent principal actor who has authorized the use of his name or likeness in connection with the advertising of or giving publicity to any other tobacco or tobacco product.

10. Subject to the terms and conditions of this agreement, as between CBS and Sponsor, CBS shall have the sole, exclusive and complete direction and control over the programs hereunder, including but not limited to, design, preparation, production, presentation of the program and/or all material therefor. CBS shall not be required to provide the services of any specified actor or other personnel, except as herein specifically provided. CBS agrees to accept the sole responsibility for the necessary planning, rehearsals, production and supervision of the entertainment package agreed to be furnished by CBS hereunder, including the employment at CBS' expense of all the necessary actors and personnel agreed to be furnished by CBS, 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.

CBS agrees that the entertainment packages will not include any material which CBS has reasonable grounds to believe shall be detrimental to Sponsor's products or offensive to Sponsor or to any race, creed or national origin and that the said material used by CBS will be in accord with CBS' policies and standards with respect to good taste. If Sponsor deems any material included in any script in violation of CBS' agreement set forth in

the preceding sentence and Sponsor notifies CBS in writing of its objections, CBS agrees to rectify the matter complained of by Sponsor in all future programs.

11. It is agreed that CBS' status hereunder is that of an independent contractor and that, except as herein otherwise provided, CBS shall have complete control over the means, method, details, working conditions, tools, place of work, hiring, firing, substitution and compensation of persons performing or to perform or otherwise to participate in the entertainment package. CBS covenants and agrees, with relation to persons employed by CBS in connection with the said programs, to do or cause to be done all acts or things required of it as an employer under any statute, ruling, regulation or order relating to workmen's compensation, unemployment compensation insurance or old age benefits, or under any other applicable statute, ruling, regulation or order, including the filing of such returns and reports and payment of such taxes or contributions with relation to any of said persons as may be required of employers. The sole right of Sponsor with regard to the entertainment package is to have it furnished by CBS as provided herein. CBS 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 thereto, but CBS' determination with respect to such matters shall be final and conclusive.

12. CBS represents that it will be authorized to grant and does hereby grant to Sponsor, the right to use, and to license others to use, in a dignified manner, during their 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 the Sponsor shall not use, or license others to

use, the name or likeness of any such performer in connection with any endorsement of any kind.

Unless it shall be prevented from doing so by any collective bargaining agreement and subject to the payment by Sponsor of any additional amounts which may be required to be paid to the writers pursuant to any applicable collective bargaining agreement, CBS will, at the request of Sponsor, (i) grant to Sponsor the right to use, and to license others to use, during the existence of this agreement, any quotation from CBS' scripts hereunder, for the publicizing and advertising of Lucky Strike Cigarettes, and (ii) grant to Sponsor the right to use, and to license others to use, during and after the existence of this agreement, such phrases from said scripts as may be peculiarly and particularly adapted or attached to Lucky Strike Cigarettes. With respect to the comedy commercial, CBS agrees that, insofar as it shall acquire any rights in any original materials contained in such comedy commercial, such rights shall vest in Sponsor and CBS further agrees that, except in the case of union agreements, CBS will not, without the consent of Sponsor, enter into any agreements which limit CBS' rights to such materials.

The rights granted in this paragraph 12 to use the names and likenesses of the permanent actors shall extend for a period of not more than ninety (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.

13. Except for material in the public domain, 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 CBS, shall, as between CBS and Sponsor, be and remain the sole and exclusive property of CBS, including, but not limited to, the scripts, format, formula, 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, except that the rights in the comedy commercial, insofar as they may be acquired by CBS, shall vest in Sponsor as provided in paragraph 12.

14. In consideration of CBS' agreements herein contained, Sponsor hereby agrees to pay CBS at New York, New York, the sum of Nine thousand dollars (\$9,000.00) net (not subject to the deduction of any discounts or agency commission) each and every week during the term hereof, which weekly payment shall be made within seven (7) days after the date scheduled for each broadcast of each program hereunder.

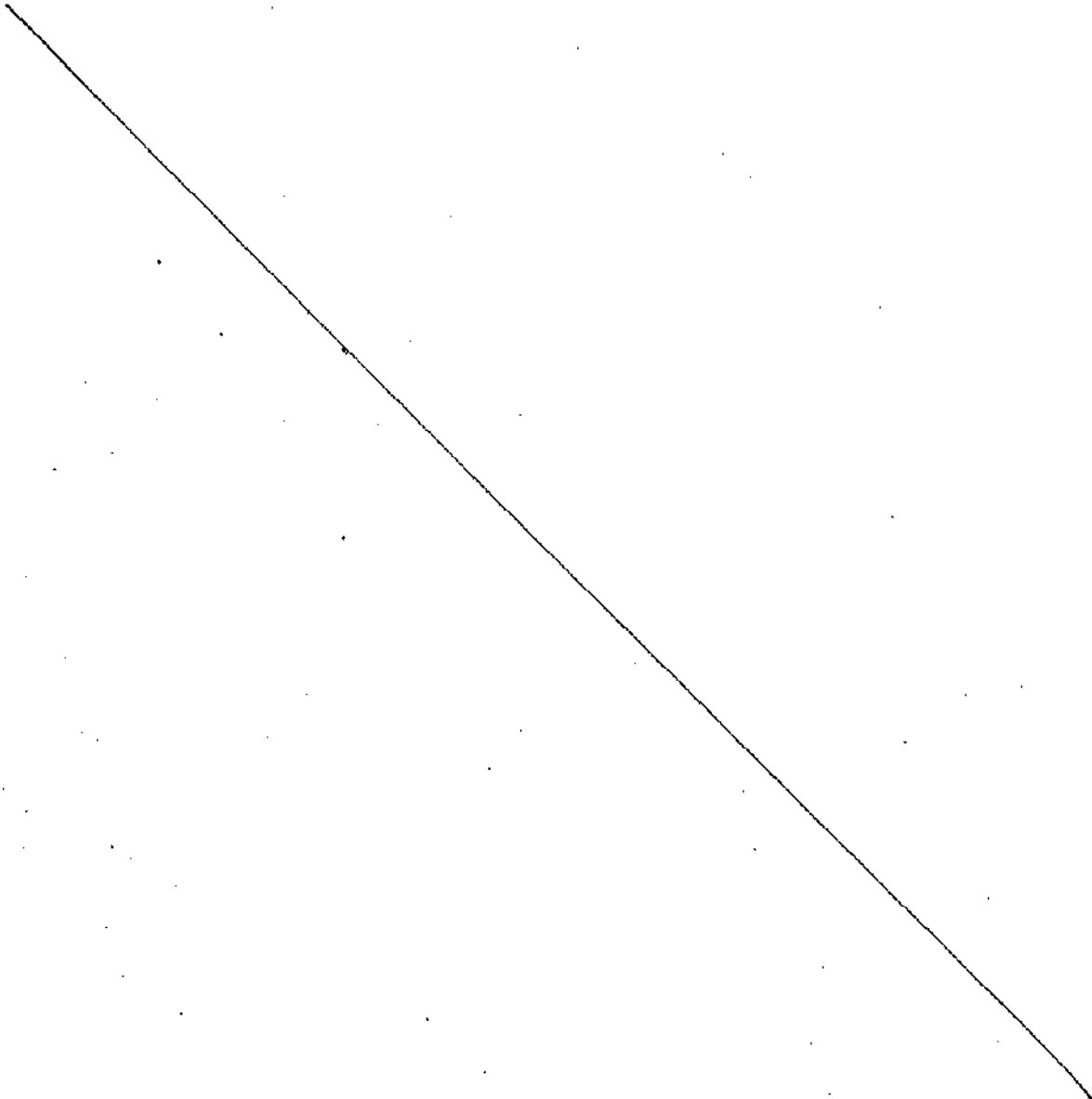
(a) With respect to transcribed rebroadcasts hereunder, Sponsor will pay CBS for the making of the transcriptions.

(b) Should the minimum wage scales established by the American Federation of Musicians, American Federation of Television and 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 CBS by reason thereof be required to pay any of the personnel engaged by CBS in connection with the programs hereunder, additional compensation to meet the requirements thereof, Sponsor will pay CBS, 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 those with respect to frequency modulation broadcasting.

(c) During the term hereof CBS will keep records of its costs per broadcast for supplying the entertainment package hereunder and, upon the expiration or termination of this agreement as provided herein, shall compute (by dividing the aggregate of such costs by the number of broadcasts of the program made prior to such expiration or termination) its average

cost per broadcast for supplying the entertainment package hereunder, it being understood that, for the purposes of this paragraph, CBS shall be deemed to have been charged for the services of writers in connection with supplying the entertainment package hereunder and to have paid for such services the sum of \$4,618. during each week of the term hereof prior to such expiration or termination unless the aggregate of sums in fact charged to and paid by CBS for such services during said period shall exceed a sum equal to \$4,618. multiplied by the number of weeks of the term hereof prior to such expiration or termination, in which event the aggregate of sums in fact so charged to and paid by CBS for such services during said period shall be used in computing said average cost per radio broadcast. In the event that at any time during the term of this agreement, any agreement, pursuant to which a writer shall have rendered services during the first week of the term hereof in connection with the entertainment package hereunder, shall for any reason terminate or be terminated, the sum of \$4,618. per week of the term hereof referred to in the preceding sentence hereof shall, with respect to each week of the term hereof during which such writer shall not thereafter render services in connection with the entertainment package hereunder, be reduced by an amount equal to the sum which would have been charged to and paid by CBS for the services of such writer had such writer rendered services during such week, except that said sum of \$4,618. shall, with respect to each week of the term hereof during which a different writer (or writers) renders services in substitution for a writer whose agreement to render such services has so terminated, be reduced by an amount equal to the difference, if any, between the sum which would have been charged to and paid by CBS during such week for the services of the writer whose agreement to render services has so terminated and the sum charged to and paid by CBS for the services of the substitute or substitutes for such writer during such week.

If said average cost per broadcast shall be less than \$12,250. CBS shall pay to Sponsor, within sixty (60) days after the termination or expiration of this agreement as provided herein, an amount equal to the difference between \$12,250. and said average cost per broadcast, multiplied by the number of broadcasts of the program made prior to such expiration or termination. If said average cost per broadcast is equal to or exceeds \$12,250. no amounts shall be due or payable by CBS to Sponsor hereunder.



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

CBS 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 wilfully 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.

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

16. CBS 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 CBS' control, including, but not limited to, the failure or refusal of any of the personnel engaged by CBS for said entertainment package to perform their services in connection therewith; and in any such event, neither Sponsor nor CBS shall have the right to terminate this agreement by reason thereof, or be relieved of their obligations hereunder.

In the event that Eddie Anderson, Mary Livingston,
Dennis Day, Don Wilson, or Bob Crosby

shall refuse to perform their services hereunder in connection with said entertainment package or shall, on account of illness, incapacity, or any other cause mentioned in the preceding sentence, fail to perform their services hereunder in connection with said entertainment package, CBS shall, at its own expense, furnish a substitute or substitutes for any such artist or artists, provided that (i) any such substitute shall be subject to the prior approval of Sponsor, which shall not be unreasonably withheld, and (ii) CBS shall not be required to pay such substitute a fee in excess of the fee which would have been payable to such artist in the event such artist had performed on the program.

In the event that CBS cannot furnish such substitute or substitutes as CBS shall deem necessary for the rendition of the program, or if any of the other events mentioned in this paragraph 16 occur, and as a result thereof the furnishing of said entertainment package by CBS shall be omitted or prevented, then CBS shall not be entitled to any payment from Sponsor with respect to any such omitted or prevented program, and, unless the furnishing of said entertainment package by CBS shall be omitted or prevented due to lock-out, strike, or labor conditions, Sponsor shall not be obligated to make any payment for the facilities for such omitted or prevented program. Except as hereinafter provided, if the furnishing of said entertainment package by CBS shall be omitted or prevented due to any event mentioned in this paragraph 16, CBS shall reimburse Sponsor for any amount which Sponsor is obligated by contract to pay to Jack Benny with respect to such omitted program, except that CBS shall not be obligated to make any such reimbursement if such event shall be a lock-out, strike or labor condition and Jack Benny shall be unwilling to work on account of such event.

In the event that CBS is completely prevented from furnishing the facilities for the broadcasting of any program hereunder due to any of the

events mentioned in this paragraph 16, Sponsor shall not be obligated to make any payment hereunder with respect to such omitted program and CBS shall reimburse Sponsor for any amount which Sponsor is obligated by contract to pay to Jack Benny with respect to such omitted program.

17. CBS agrees that, during the term of this agreement, the originally conceived portion of the entertainment package shall not, with CBS' consent, be reproduced in whole or in part for broadcasting or telecasting by CBS or by any artists appearing on the programs, or by any other artist in the employ or under the control of CBS without the prior written consent of Sponsor.

18. CBS 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.

19. It is agreed that if CBS, pursuant to any right so to do provided for in the contract between Sponsor and CBS for the broadcasting facilities of this program, eliminates the broadcast of any scheduled programs to which this contract relates in order to broadcast special public events of importance, CBS may substitute for such scheduled performance another hour and date acceptable both to CBS and Sponsor. In the event that no such hour and date are mutually agreeable to CBS and Sponsor, then and in that event (i) such omitted broadcast shall be deemed cancelled and (ii) Sponsor shall not be required to make any payment to CBS with respect to such omitted broadcast and (iii) CBS shall reimburse Sponsor for any amounts which Sponsor is required by contract to pay Jack Benny with respect to such omitted broadcast.

20. CBS warrants that it has the right and power to enter into and perform this agreement. Sponsor shall have the right to assign this agreement

to American Cigarette & Cigar Company by giving CBS notice of such assignment and furnishing CBS with an acceptance of such assignment by the American Cigarette & Cigar Company at least sixty (60) days prior to the date on which such assignment is to be effective, whereupon the American Cigarette & Cigar Company shall be substituted as "Sponsor" for all purposes of this agreement after the effective date of such assignment.

21. Batten, Barton, Durstine & Osborn 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. CBS agrees to indemnify and hold Sponsor and its advertising agency, if any, harmless from and against any and all claims, damages, liabilities, costs and expenses, including counsel fees arising from the broadcasting of the portion of the Programs for which CBS is responsible; provided, however, that at CBS' option, CBS may assume the defense of any claim or litigation to which the indemnity set forth in this paragraph applies, and, if CBS does so assume the defense of any such claim or litigation to which the indemnity set forth in this paragraph applies, CBS' obligations with respect to such claim or litigation shall be limited to holding Sponsor and its advertising agency, if any, harmless against any loss or damage or costs caused by or arising out of any judgment or any settlement approved by CBS of any such claim or litigation. Notwithstanding CBS' election to assume the defense of any such claim or litigation, Sponsor and its advertising agency, if any, shall have the right in such instances, at its own expense, without being required to do so, to engage independent counsel to participate in the defense of their interests regarding any claim or litigation as to which they are indemnified under this paragraph 22. Sponsor agrees similarly to indemnify and hold CBS harmless with respect to commercial or advertising matter or

other material furnished by Sponsor which is broadcast in connection with or as part of the programs. Any agreements of indemnity given by Sponsor or its advertising agency, if any, to CBS under the Facilities Agreement shall not be applicable to the programs to be supplied by CBS under this agreement.

23. (a) The broadcasts of the programs shall originate in Hollywood, California, or such other point or points of origination as may be designated by CBS from time to time and approved by Sponsor. If Sponsor shall approve any other such origination point, it is agreed that Sponsor shall pay any and all wire and pick-up charges necessitated and/or incurred by reason of such origination and CBS shall bear any other costs and expenses in connection therewith.

(b) If Jack Benny shall require the point of origination to be changed in connection with his making of motion pictures or stage or other professional appearances, Sponsor shall have the right to designate the point of origination upon at least one week's prior notice to CBS. In such event, Sponsor shall pay any and all wire and pick-up charges necessitated and/or incurred by reason of such origination and CBS shall bear any other costs and expenses in connection therewith.

24. The title of the programs shall be subject to Jack Benny's approval. Jack Benny will be the sole star of the program and he shall receive sole star billing upon the program and in any and all advertising and publicity released, or authorized to be released, in any way pertaining to the program. No one else shall receive billing on the program, or in any of said advertising and publicity, either equal or superior to Jack Benny, nor shall any other performer's name be mentioned on the program or in any of the aforesaid advertising and publicity without Jack Benny's prior written consent.

25. Neither CBS nor Sponsor nor any other person whatsoever shall

have any right to interfere in any way whatsoever with the performances of Jack Benny upon the program and it is agreed that Jack Benny shall have sole, exclusive and complete control over the manner, means and details of his performances upon the program.

26. The broadcasting studio or theatre from which the programs originate shall be subject to Jack Benny's approval at all times.

27. As and when requested by Jack Benny, an announcement shall be made on the programs with respect to the title of any motion picture in which Jack Benny is then appearing or is scheduled to appear, together with the name of the motion picture studio where such motion picture was or is then being made. However, no more than five (5) such announcements may be made with respect to each of said motion pictures.

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

29. All notices to be given hereunder to Sponsor shall be in writing and delivered or mailed by registered mail addressed to Sponsor at its address given on the first page hereof and a copy to the New York office of the Agency of the Sponsor.

All notices to be given to CBS shall be in writing and delivered or mailed by registered mail addressed to CBS, Attention of James M. Seward, Administrative Vice President, CBS Radio, at its address given on the first page hereof.

30. 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.

31. This agreement constitutes the entire agreement between the parties hereto and neither this agreement or any of its terms or conditions shall be changed, modified or discharged except in writing signed by both parties hereto.

32. No waiver by either party 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.

33. This agreement shall be interpreted and construed according to the laws of the State of New York.

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

COLUMBIA BROADCASTING SYSTEM, INC.

By 

THE AMERICAN TOBACCO COMPANY

By 

