

Ex. 101 of 1/5/45
Nov 13 1942 to Nov 5. 1943

185

A G R E E M E N T

Between

THE AMERICAN TOBACCO COMPANY

and

NATIONAL BROADCASTING COMPANY

September 29, 1942

(Information Please 11/13/42 to 2/5/43)

FOR ALL TIME HIS PARADE 2/12/43 -)



CABLE ADDRESS
POWATTAN.

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

December 23, 1943

National Broadcasting Company, Inc.
30 Rockefeller Plaza
New York, New York

Attention of Mr. George Frey

Gentlemen:

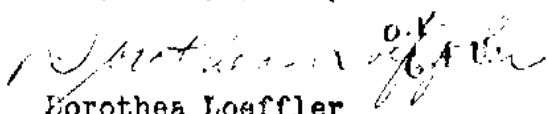
In connection with our agreement dated September 29, 1942, for the Lucky Strike program known as "Your All-Time Hit Parade," it is our understanding that the following stations have rate increases:

Effective October 1, 1943 and thereafter, the rate for WTMJ-Milwaukee increases to \$216.00 gross per program time charge, and the rate for WOAI-San Antonio increases to \$192.00 gross per program time charge.

Effective October 22, 1943 and thereafter, the rate for WBAL-Baltimore increases to \$252.00 gross per program time charge.

Will you kindly acknowledge receipt of this letter and our understanding, as above set forth, by signing and returning the enclosed copy to Miss Lillian Selb, Foote, Cone & Belding, 247 Park Avenue, New York 17, New York.

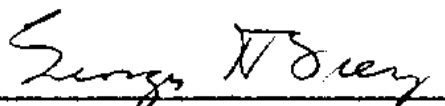
Very truly yours,


Dorothea Loeffler
Advertising Department

ACCEPTED:

NATIONAL BROADCASTING COMPANY, INC.

By


George N. Frey



CABLE ADDRESS
POWHATTAN.

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

November 1, 1943

National Broadcasting Company, Inc.
30 Rockefeller Plaza
New York 20, New York

Attention of Mr. George Frey

Gentlemen:

In connection with our agreement dated September 29, 1942, for the Lucky Strike program known as "Your All-Time Hit Parade," it is our understanding that Station WGCM-Gulfport, Mississippi, will cease its affiliation with the National Broadcasting Company effective at 3:00 AM EST September 19, 1943. Accordingly, the last "Your All-Time Hit Parade" program which that station will carry, will be September 17, 1943.

Please acknowledge receipt of this letter by signing and returning the enclosed copy to Miss Genevieve Lemper, Foote, Cone & Belding, 247 Park Avenue, New York 17, New York.

Very truly yours,

Dorothea Loeffler
Dorothea Loeffler
Advertising Department

ACCEPTED:

NATIONAL BROADCASTING COMPANY, INC.

By

George N. Grey



CABLE ADDRESS
POWATTAN.
HOME OFFICE:
JERSEY CITY, N. J.

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

September 20, 1943

National Broadcasting Company, Inc.
30 Rockefeller Plaza
New York, New York

Attention of Mr. George Frey:

Gentlemen:

In connection with our agreement dated September 29, 1942, for the Lucky Strike program known as "Your 111-Time Hit Parade," will you please reinstate the facilities of station WIAK-Lakeland, Florida. It is our understanding that this station did not cease its affiliation with the National Broadcasting Company at midnight July 16, 1943 as previously reported.

It is our further understanding that the facilities of station WIAK-Lakeland, since it is a bonus to WFLA-Tampa, Florida, will be furnished to us at no additional charge.

Please acknowledge receipt of this letter by signing and returning the enclosed copy to Miss Herminia Lukacsy, Foote, Cone & Belding, 247 Park Avenue, New York, 17, New York.

Very truly yours,

Dorothea Loeffler
Dorothea Loeffler
Advertising Department

ACCEPTED:

NATIONAL BROADCASTING COMPANY, INC.

By *George W. Frey*



CABLE ADDRESS
POWHATTAN.
HOME OFFICE:
JERSEY CITY, N.J.

The American Tobacco Company
INCORPORATED
111 Fifth Avenue
New York

July 16, 1943

National Broadcasting Company, Inc.
30 Rockefeller Plaza
New York, New York

Attention of Mr. J. E. Showerman

Gentlemen:

We have confirmed the arrangement set forth in your letter of July 14, 1943, with respect to your furnishing us with a studio in lieu of Carnegie Hall for the broadcast and re-broadcast of "Your All-Time Hit Parade" on October 8, 1943. We are returning the confirmed copy of your letter herewith, on the understanding that you are agreeable to the other terms on which we have expressed our willingness to relinquish Carnegie Hall on October 8, 1943, as stated in our letter of May 28, 1943.

Very truly yours,

Dorothea Loeffler
Dorothea Loeffler
Advertising Department

4/2
8/3

NATIONAL BROADCASTING COMPANY, INC.



A RADIO CORPORATION OF AMERICA SERVICE

RCA BUILDING · RADIO CITY

NEW YORK, N. Y.



July 14, 1943

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

Attention: Dorothea Loeffler

Dear Miss Loeffler:

This will acknowledge receipt of your letter dated May 28, 1943 relative to your waiving your rights to the use of Carnegie Hall on the evening of October 8, 1943 for use as a broadcasting studio.

In paragraph No. 2 of your letter you state that you understand that we will furnish you without charge other "adequate and suitable" studio facilities on that date in lieu of Carnegie Hall. In this connection we should like to confirm our understanding with you to the effect that the studio we will furnish on that evening will be technically adequate and suitable for broadcasting and will have a studio audience seating capacity of a minimum of 389. Studio 6A has been reserved for the broadcast.

Will you kindly confirm our agreement in this matter by signing the attached duplicate copy of this letter in the place provided therefor below and returning that copy to us for our files.

Very truly yours

NATIONAL BROADCASTING COMPANY, INC.

By J. E. Hummerman

CONFIRMED:

AMERICAN TOBACCO COMPANY

By Dorothea Loeffler

O.K.
6-1-43

NATIONAL BROADCASTING COMPANY, INC.

FACILITIES CONTRACT

RIDER NO. 6

DATED 9/29/42

DATE OF RIDER 7/9/43

AGENCY

EFF. DATE OF AMENDMENT see below

ADVERTISER AMERICAN TOBACCO COMPANY

INITIALED:

PROGRAM "Your All Time Hit Parade"

Dorothea Loeffler *D. Loeffler* Advertising Dept.

(Company)

Effective 8/13/43, contract on above program is extended for an additional 13 weeks through 11/5/43 only, in accordance with Clause No. 11 of the contract.

Effective 10/1/43 and thereafter, the rate for WTMJ - Milwaukee increases to \$216.00 gross per program time charge and the rate for WOAI - San Antonio increases to \$192.00 gross per program time charge.

Effective 10/22/43 and thereafter, the rate for WBAL - Baltimore increases to \$252.00 gross per program time charge.



CABLE ADDRESS
POWHATTAN.
HOME OFFICE:
JERSEY CITY, N. J.

The American Tobacco Company
INCORPORATED
111 Fifth Avenue
New York

July 2, 1943

National Broadcasting Company, Inc.
30 Rockefeller Plaza
New York, New York

Attention of Mr. George Frey

Gentlemen:

We are hereby renewing the agreement dated September 29, 1942, as heretofore amended, renewed and supplemented, between us for the facilities of the National Broadcasting Company for the Lucky Strike program known as "Your All-Time Hit Parade" for the thirteen-week period beginning August 13, 1943 and ending with the rebroadcast scheduled for November 5, 1943, in accordance with the option contained in said agreement.

It is our understanding that since permission has been granted to the Free Synagogue for the use of Carnegie Hall on October 8, 1943, we will not be required to pay for the use of Carnegie Hall on this date. It is our further understanding that you will furnish us, without charge, other adequate and suitable studio facilities as set forth in our letter to you dated May 28, 1943.

Kindly acknowledge receipt of this notice of renewal and confirm our understanding, as above set forth, by signing the enclosed copy of this letter and sending it to Miss Hermine Lukacsy, Foote, Cone & Belding, 247 Park Avenue, New York, New York.

Very truly yours,

Dorothea Loeffler
Dorothea Loeffler
Advertising Department

RECEIPT ACKNOWLEDGED AND RENEWAL AND UNDERSTANDING CONFIRMED
AS ABOVE STATED.

NATIONAL BROADCASTING COMPANY, INC.

By

George N. Frey

NATIONAL BROADCASTING COMPANY, INC.

FACILITIES CONTRACT

RIDER NO. 5

DATED 9/29/42

DATE OF RIDER 6/28/43

AGENCY

EFF. DATE OF AMENDMENT 6/11/43

ADVERTISER AMERICAN TOBACCO COMPANY

INITIALED:

PROGRAM "Your All Time Hit Parade"

Dorothea Loeffler
Dorothea Loeffler Advertising Dept.

(Company)

Effective 6/11/43 and thereafter, add WOCM-Gulfport to the 8:30-9:00 PM portion of the above program as a bonus station.



CABLE ADDRESS
POWHATTAN.
HOME OFFICE:
JERSEY CITY, N.J.

The American Tobacco Company
INCORPORATED
111 Fifth Avenue
New York

May 28, 1943

National Broadcasting Company, Inc.
30 Rockefeller Plaza
New York, New York

Attention of Mr. George H. Frey

Gentlemen:

In connection with our supplemental agreement set forth in our letter to you dated May 27, 1943, we wish to advise you that we have been requested by the Free Synagogue to forego the use of Carnegie Hall on October 8, 1943, in order to make its use available for the religious services of the Free Synagogue. The officers of Carnegie Hall have decided to permit the Free Synagogue to use the Hall on the night of October 8, 1943 and we have expressed our willingness to relinquish Carnegie Hall on that date for that purpose on the following understanding:

1. We will not be required to pay you for the use of Carnegie Hall or other charges as provided in said letter in connection with the broadcast, rebroadcast or rehearsals of the program of October 8, 1943.
2. That our consent to relinquish Carnegie Hall for this date will in no other respect affect our facilities agreement with you dated September 29, 1942, as heretofore amended and renewed and as supplemented by said letter of May 27, 1943, and that you will furnish us, without charge, other adequate and suitable studio facilities on that date.
3. That your agreement with Carnegie Hall, Inc., dated the 4th day of December, 1942, will in no way be affected except with respect to the broadcast, rebroadcast and rehearsal of the program of October 8, 1943.

National Broadcasting Company, Inc.

May 28, 1943

We are advising you of the foregoing so that you may make such arrangements as you may deem necessary with Carnegie Hall, Inc. in the premises. Upon making such arrangements, we will appreciate your advising us thereof and confirming that you agree to the terms on which we have expressed our willingness to relinquish Carnegie Hall on October 8, 1943, stated above.

Very truly yours,

Everard Meade ⁶⁻¹⁰ ₆₋₁₁

Everard Meade
Assistant to the President

NATIONAL BROADCASTING COMPANY, INC.

FACILITIES CONTRACT

RIDER NO. 4

DATED 9/29/42

DATE OF RIDER May 4, 1943

AGENCY

EFF. DATE OF AMENDMENT See below

ADVERTISER AMERICAN MACHINERY COMPANY

INITIALED:

PROGRAM "Your All Time Hit Parade"

Dorothea Loeffler
Dorothea Loeffler Advertising Dept.
(Company)

Effective 5/14/43 and thereafter, add WIAW-Rochester to the 830-9 PM portion of the above program at \$240.00 gross per program time charge.

Effective 4/23/43 and thereafter, add KOAM-Pittsburgh to the 830-9 PM portion of the above program as a bonus station.



CABLE ADDRESS
POWHATTAN.
HOME OFFICE:
JERSEY CITY, N.J.

The American Tobacco Company
INCORPORATED
111 Fifth Avenue
New York

June 10, 1943

National Broadcasting Company, Inc.
30 Rockefeller Plaza
New York, New York

Attention of Mr. George Frey

Gentlemen:

In connection with our agreement dated September 29, 1942, for the Lucky Strike program known as "Your All-Time Hit Parade," it is our understanding that station WLAK-Lakeland, Florida, a bonus station, will cease its affiliation with NBC, effective midnight July 16, 1943. Accordingly, the last "Your All-Time Hit Parade" program, which that station will carry, will be July 16, 1943.

Please acknowledge receipt of this letter by signing and returning the enclosed copy to Miss Hermina Lukacsy, Foote, Cone & Belding, 247 Park Avenue, New York, New York.

Very truly yours,

Dorothea Loeffler
Dorothea Loeffler
Advertising Department

ACCEPTED:

NATIONAL BROADCASTING COMPANY, INC.

By *George N. Frey*



CABLE ADDRESS
FOURHATTAN
HOME OFFICE:
JERSEY CITY, N.J.

The American Tobacco Company
INCORPORATED
111 Fifth Avenue
New York

June 8, 1943

National Broadcasting Company, Inc.
30 Rockefeller Plaza
New York, New York

Attention of Mr. George Frey

Gentlemen:

Will you please add the facilities of station WPCM - Gulfport, Mississippi, to our contract dated September 29, 1942, for "Your All-Time Hit Parade" programs on Fridays, 8:30 - 9:00 p.m., EDT, starting with the program of June 11, 1943.

It is our understanding that the facilities of station WPCM - Gulfport, since it is a bonus to station WALA - Mobile, Alabama, will be furnished to us at no additional charge.

Will you kindly acknowledge receipt of this letter by signing and returning the enclosed copy to Miss Hermina Lukaesy, Foote, Cone & Belding, 247 Park Avenue, New York, New York.

Very truly yours,

Dorothea Loeffler
Dorothea Loeffler
Advertising Department

ACCEPTED:

NATIONAL BROADCASTING COMPANY, INC.

By

George T. Frey

FOR: MR. V. J. BOOR

G

O

P

Y

FOOTE, CONE & BELDING
247 Park Avenue
New York

May 26, 1943

Miss Helen Adam, Booking Manager
Carnegie Hall
New York - New York

Dear Miss Adam:-

Thank you for your letter of May 26 regarding the relinquish-
ing of Carnegie Hall by The American Tobacco Company on the
night of October 8, 1943, in order that you may permit the
Free Synagogue to use Carnegie Hall on that date.

In accordance with your request, we will ask the National
Broadcasting Company to forward you their confirmation.

Thanking you for your cooperation, we are

Very truly yours,

John W. Loveton



CABLE ADDRESS
POWHTIAN
HOME OFFICE:
JERSEY CITY, N.J.

The American Tobacco Company
INCORPORATED
111 Fifth Avenue
New York

May 27, 1943

National Broadcasting Company, Inc.
30 Rockefeller Plaza
New York, New York

Attention of Mr. George H. Frey

Gentlemen:

The following will supplement the agreement dated September 29, 1942, as heretofore amended and renewed between us, for the facilities of the National Broadcasting Company for the Lucky Strike program now known as "YOUR ALL-TIME HIT PARADE":

1. Commencing as of February 12, 1943, while the said contract or any renewal thereof presently provided for therein is in effect, you will furnish us, in lieu of the "studio" provided for in said agreement, the "Main Hall" of the Carnegie Hall Building, Seventh Avenue and 57th Street, New York City, and the corridors, foyers and vestibules leading hereto, hereinafter referred to as "Carnegie Hall Studio," for all broadcasts and rebroadcasts of the said program (with or without audience, at our election) and for all rehearsals which we may deem necessary in connection therewith. You agree to perform all obligations imposed upon you by your lease with Carnegie Hall, Inc., dated December 4, 1942, and to exercise all renewal options granted you under such lease necessary to enable you to furnish us the "Carnegie Hall Studio" during the period above provided. Subject to the foregoing, it is understood that your agreement to furnish us the "Carnegie Hall Studio" is dependent upon its being available to you under said lease with Carnegie Hall, Inc. In event of such unavailability of the "Carnegie Hall Studio" you agree to furnish us with a studio as provided in our agreement of September 29, 1942, as heretofore amended and renewed.

National Broadcasting Company, Inc.

May 27, 1943

2. For the period up to and including the re-broadcast of the program of August 6, 1943, we agree to pay you the sum of Seven Hundred Twenty Dollars (\$720.00) per week for each week during which said Carnegie Hall Studio is furnished us, plus such charges of Carnegie Hall, Inc., paid by you in connection with our use of Carnegie Hall Studio for stage work, ushers, bill posting, overtime and rehearsals. Overtime shall be at the rate of One Hundred Dollars (\$100.00) an hour or any part thereof exceeding ten (10) minutes. Rehearsals held at times other than between the hours of 8:00 to 11:00 P.M. on Friday evenings, and other than in overtime periods immediately thereafter, shall be at the rate of Fifty Dollars (\$50.00) for six hour rehearsal period or periods and at the rate of Twenty-Five Dollars (\$25.00) for each additional two (2) hours or any part thereof. Any stage labor performed by the regular staff of Carnegie Hall, Inc., in connection with our use of the Carnegie Hall Studio, shall be paid for at the rate of Fifty Dollars (\$50.00) a performance, but no charge shall be paid for stage labor performed for rehearsals by said regular staff. The charge for ushers shall be One Hundred Dollars (\$100.00) a performance, and bill posting shall be charged at the rate of Ten Dollars (\$10.00) for each posting requested by us. If box office facilities are used by us we will pay the usual charges in connection therewith. We will also reimburse you for any payments you may be required to make to Carnegie Hall, Inc. under Paragraph 15 of your lease, dated December 4, 1942, for any special lights or lighting furnished at our request. We will also reimburse you for the cost of all stage labor employed directly by you and necessary for our use of the Carnegie Hall Studio. The term "performance" shall be deemed to consist of the original performance and the repeat performance of a program.
3. If the said facilities agreement is renewed by us for an additional period of thirteen (13) weeks beginning August 13, 1943, the amount payable by us during such period shall be the same as hereinabove provided in paragraph "2", except that the basic rate of Seven Hundred Twenty Dollars (\$720.00) shall be reduced to Six Hundred Dollars (\$600.00).

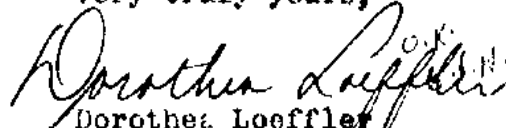
National Broadcasting Company, Inc.

May 27, 1943

4. You have previously supplied us with a copy of your lease with Carnegie Hall, Inc., dated December 4, 1942, and we agree not to do anything or commit any act or cause anything or any act to be done or committed which results in a breach of any of your obligations under said lease. We furthermore agree at your request to take such action and do such things as may be necessary to permit you to comply with your obligations under said lease with respect to Box No. 23.

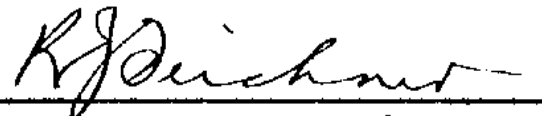
Will you kindly acknowledge receipt of this letter and confirm our understanding as above set forth by signing the enclosed copy of this letter and sending the same to Miss Hermina Lukacsy, Foote, Cone & Belding, 247 Park Avenue, New York, New York.

Very truly yours,


Dorothea Loeffler
Advertising Department

RECEIPT ACKNOWLEDGED AND UNDERSTANDING AS ABOVE STATED
CONFIRMED.

NATIONAL BROADCASTING COMPANY, INC.

BY 
Richman

Carnegie Hall

NEW YORK

OFFICE OF THE BOOKING MANAGER
CIRCLE 7-1350

May 25, 1943

Foote, Cone & Belding
247 Park Avenue
New York City

Attention: Mr. Loveton

Dear Mr. Loveton:

Some time ago you notified us that your client, the American Tobacco Company, at the request of the Free Synagogue was willing to relinquish Carnegie Hall the night of October 8, 1943 in order to permit the Free Synagogue to use the Auditorium. We understood that since Rabbi Wise and Rabbi Cohen had made this request of the American Tobacco Company, the American Tobacco Company had decided to broadcast from another auditorium on that night in an effort to accommodate the Free Synagogue, provided the Management of Carnegie Hall was willing to cooperate in this regard. After we discussed this matter it was decided that, although the American Tobacco Company was willing to relinquish Carnegie Hall, there was some question in our minds as to whether or not we would permit the Free Synagogue to take over the Hall on the night of October 8th, therefore necessitating your finding another place from which to broadcast.

After consideration of this matter on the part of the officers of Carnegie Hall we have decided, since the American Tobacco Company has consented to relinquish the Hall, to permit the Free Synagogue to come in on the night of October 8th for their Holyday Services.

Would you be good enough to have this confirmed in writing by an officer of the National Broadcasting Company inasmuch as this date is being held in its name?

Sincerely yours,



Booking Manager

H:amb



CABLE ADDRESS
POWATTAN
HOME OFFICE:
JERSEY CITY, N.J.

The American Tobacco Company
INCORPORATED
111 Fifth Avenue
New York

May 4, 1943

National Broadcasting Company, Inc.
30 Rockefeller Plaza
New York, N. Y.

Attention of Mr. George Frey

Gentlemen:

Will you please add the facilities of station KOAM-Pittsburg, Kansas, to our contract dated September 29, 1942 for the "Your All-Time Hit Parade" programs on Fridays, 8:30-9:00 p.m., starting with the program of April 23, 1943.

It is our understanding that the facilities of station KOAM, Pittsburg, will be furnished to us on a bonus basis. It is our further understanding that station KOAM, Pittsburg, normally a daytime station, has been granted permission to operate until 9:00 p.m. or after. Therefore, this station will be available to us for the period April 23, 1943 through October 1, 1943.

Will you kindly acknowledge receipt of this letter by signing and returning the enclosed copy to Miss Hermine Lukasey, Foote, Cone & Belding, 247 Park Avenue, New York, N. Y.

Very truly yours,

Everard Meade

Everard Meade
Assistant to the President

ACCEPTED:

NATIONAL BROADCASTING COMPANY, INC.

By *George T. Frey*



CABLE ADDRESS
POWHEATIAN
HOME OFFICE:
JERSEY CITY, N.J.

The American Tobacco Company
INCORPORATED
111 Fifth Avenue
New York

May 4, 1943

National Broadcasting Company, Inc.
30 Rockefeller Plaza
New York, N. Y.

Attention of Mr. George Frey

Gentlemen:

Will you please add the facilities of station WHAM - Rochester, to our contract dated September 29, 1942 for the "Your All-Time Hit Parade" programs, on Fridays, 8:00-9:00 p.m., starting with the program of May 14, 1943.

It is our understanding the rate for station WHAM - Rochester, will be \$240.00 gross per program.

Will you kindly acknowledge receipt of this letter by signing and returning the enclosed copy to Miss Hermine Lukacsy, Foote, Cone & Belding, 247 Park Avenue, New York, N. Y.

Very truly yours,

Everett Neede
Assistant to the President

ACCEPTED:

NATIONAL BROADCASTING COMPANY, INC.

By George T. Frey

NATIONAL BROADCASTING COMPANY, INC.

FACILITIES CONTRACT

RIDER NO. 3

DATED 9/29/42

DATE OF RIDER April 13, 1943

AGENCY

EFF. DATE OF AMENDMENT 5/14/43

ADVERTISER AMERICAN TOBACCO COMPANY

INITIALED: *EW*

PROGRAM "Your All Time Hit Parade"

The American Tobacco Company
Award Leader *EW* to the Pres.

(Company)

Effective 5/14/43, contract on above program is extended for an additional 13 weeks through 8/6/43 only, in accordance with Clause No. 11 of the contract.



CABLE ADDRESS
POWHATTAN.
HOME OFFICE:
JERSEY CITY, N.J.

The American Tobacco Company
INCORPORATED
111 Fifth Avenue
New York

March 29, 1943

The National Broadcasting Company
30 Rockefeller Plaza
New York, New York

Attention of Mr. George Frey

Gentlemen:

We are hereby renewing the agreement dated September 29, 1942, as heretofore amended, between us for the facilities of The National Broadcasting Company for the Lucky Strike program known as "Your All-Time Hit Parade" for the thirteen-week period beginning May 14, 1943, and ending with the rebroadcast scheduled for August 6, 1943, in accordance with the option contained in said agreement.

Will you kindly acknowledge receipt of this notice of renewal by signing the enclosed copy of this letter and sending it to Miss Hermina Lukacsy, Foote, Cone & Balding, 247 Park Avenue, New York, New York.

Very truly yours,

Everard Meade
Assistant to the President

RECEIPT ACKNOWLEDGED AND RENEWAL CONFIRMED AS ABOVE STATED.

NATIONAL BROADCASTING COMPANY

By George N. Frey



CABLE ADDRESS
POWELLTAN.
HOME OFFICE:
JERSEY CITY, N.J.

The American Tobacco Company
INCORPORATED
111 Fifth Avenue
New York

February 3, 1943

National Broadcasting Company
30 Rockefeller Plaza
New York, New York

Attention of Mr. George Frey

Gentlemen:

Will you please cancel Station KGU-Honolulu, which is carrying "Information Please" Mondays from 6:30 to 7:00 p.m., as covered by our contract dated September 29, 1942. The last broadcast of "Information Please," sponsored by Lucky Strike, over KGU will be February 8, 1943.

Will you please add the facilities of Station KGU-Honolulu for the broadcasts of the "Your All-Time Hit Parade," beginning February 12, 1943. This will be short waved live from the Pacific Coast at 8:30 to 9:00 p.m. PCT, which is 6:00 to 6:30 p.m. HWT. It is our understanding that the cost of Station KGU for this short wave transmission will be \$96.00 per program.

Will you kindly acknowledge receipt of this letter by signing and returning the enclosed copy to Mr. John Hymes, Foote, Cone & Belding, 247 Park Avenue, New York, New York.

Very truly yours,

Everard Meade

Everard Meade
Advertising Department

ACCEPTED:
NATIONAL BROADCASTING COMPANY

By *George T. Frey*

Rider No. 2

FACILITIES CONTRACT

Dated: 9/29/42

Date of Rider: 1/4/43

Agency

Eff. Date of Amendment: 2/12/43

Advertiser: AMERICAN TOBACCO COMPANY

INITIALED:

Program: "Information Please"

Everard
 The American (Tobacco) Co.
 Everard Meade, Advertising Dept.
 (Company)

Pursuant to Clause Eleven, it is agreed that this contract is extended for one additional consecutive period of thirteen weeks beginning February 12, 1943. It is understood that the Advertiser retains the right of extension as to two additional thirteen-week period in accordance with Clause Eleven of the contract mentioned above.

12. Effective 2/12/43 and thereafter, the net billing hereunder, after all other discounts and rebates, if any, shall be subject to an Additional Discount of 10%.

Effective 2/12/43 and thereafter, the following stations will be added to the above program at the gross per program time charges indicated:

8:30-9:00 PM		11:30-12:00 Mid (repeat)			
WJAO)	\$84.00	KANS	\$60.00	KWJ	\$ 96.00
WFBO)		KWBW	Bonus	KPI	312.00
WRF	Bonus	WBLK)		KOW	132.00
WKBO	60.00	WGKY)	84.00	KPO	252.00
WORK	72.00	WHIS	48.00	KOMO	144.00
WGAL	Bonus	WBOV	36.00	KHQ	96.00
WRAW	72.00	WOF	60.00		
WKBH	72.00	WOL	60.00		
WRAU	48.00	WOOL	72.00		
WIBA	84.00	WHIZ	36.00		
WRAY	36.00	KYGM)			
WSAH	48.00	KROC)	72.00		
WLOK	36.00	KFAM)			
KGBX	72.00				
KROV	60.00				
KRIS	60.00				

Effective 2/12/43 and thereafter, delete the Blue Coast stations from the above program, with last program 2/5/43.

Effective 4/9/43 and thereafter, delete WTAO with last program 4/2/43 from the above program.

Effective 4/2/43 and thereafter, the rate for WFAA-Dallas will be \$288.00 gross per program time charge.



CABLE ADDRESS
POWHATTAN.
HOME OFFICE:
JERSEY CITY, N.J.

The American Tobacco Company
INCORPORATED
111 Fifth Avenue
New York

January 29, 1943

National Broadcasting Company, Inc.
30 Rockefeller Plaza
New York, N. Y.

Attention of Mr. George Frey

Gentlemen:

Pursuant to the terms of the contract between us dated September 29, 1942, as modified, and the letter thereto annexed of the same date, the undersigned hereby notifies you that it hereby changes its advertising agency from Lord & Thomas, to Foote, Cone & Belding, 247 Park Avenue, New York, New York. The said change is effective as of January 1, 1943.

Please acknowledge receipt of this notice and your acceptance of the change of advertising agency herein contained by signing and returning the enclosed copy of this letter to Mr. John Hymes, Foote, Cone & Belding, 247 Park Avenue, New York, New York.

Very truly yours,

Everard Meade
Advertising Department

RECEIPT ACKNOWLEDGED AND CHANGE ACCEPTED

NATIONAL BROADCASTING COMPANY, INC.

By

R. J. [unclear]
Thomas

NATIONAL BROADCASTING COMPANY, INC.

FACILITIES CONTRACT

RIDER NO. 1

DATED 9/29/42

DATE OF RIDER 1/4/43

AGENCY

EFF. DATE OF AMENDMENT 1/29/43

ADVERTISER AMERICAN TOBACCO COMPANY

INITIALED:

PROGRAM "Information Please"

[Signature]
The American ~~xxxx~~ Tobacco Co.
Everard Bldg., Advertising Dept.
[Signature]
(Company)

Effective 1/29/43 and thereafter, delete stations WKIP WTRY
& WFFF with last program 1/22/43 from the above program.



CABLE ADDRESS
FOUNDATION
HOME OFFICE
JERSEY CITY, N. J.

The American Tobacco Company
INCORPORATED
111 Fifth Avenue
New York

January 14, 1943

National Broadcasting Company
30 Rockefeller Plaza
New York, New York

Attention of Mr. George Frey

Gentlemen:

Supplementing our letter of January 8, 1943, in which we request you to add a number of stations to our network for the LUCKY STRIKE program to be known as "Your All-Time Hit Parade" starting with the program of February 12, 1943, we would appreciate your changing the gross time charges per program on Station WRAK-Williamsport, from \$96 per program to \$36 per program.

Will you kindly acknowledge receipt of this change by signing the enclosed copy of this letter and returning it to Mr. John Hynes, Foote, Cone & Belding, 247 Park Avenue, New York, New York.

Very truly yours,

Everard Meade
Everard Meade
Advertising Department

RECEIPT ACKNOWLEDGED AND CHANGE CONFIRMED AS ABOVE STATED.

NATIONAL BROADCASTING COMPANY

By *George W. Frey*



CABLE ADDRESS
POW-HATTAN
HOME OFFICE
JERSEY CITY, N.J.

The American Tobacco Company
INCORPORATED
111 Fifth Avenue

New York January 8, 1943

National Broadcasting Company
30 Rockefeller Plaza
New York, New York

Attention of Mr. George Frey

Gentlemen:

We are hereby renewing the contract between us, dated September 29, 1942, and amended from time to time, for the facilities of the National Broadcasting Company Network for the LUCKY STRIKE program known as "Your All-Time Hit Parade" for the thirteen-week period beginning February 12, 1943 and ending May 7, 1943, in accordance with the option contained in said contract.

Starting with the program of February 12, 1943, will you please add the following stations to our network at the gross per program time charges indicated:

KFI Los Angeles	\$312.00	KGBX Springfield	72.00
KPO San Francisco	252.00	KRGV Weslaco	60.00
KGW Portland	132.00	KRIS Corpus Christi	60.00
KOMO Seattle	144.00	KANS Wichita	60.00
KHQ Spokane	96.00	WBLK Charleston)	84.00
KMJ Fresno	96.00	WGKV Clarksburg)	84.00
WRAK Williamsport	96.00	WHIS Bluefield	48.00
WFPG Altoona)	84.00	WBOW Terre Haute)	96.00
WJAC Johnstown)			
WKBO Harrisburg	60.00	WGBF Evansville)	60.00
WORK York	72.00	WGL Ft. Wayne	
WRAW Reading	72.00	WCOL Columbus	72.00
WKPH LaCrosse	72.00	WLOK Lima	36.00
WEAU Eau Claire	48.00	WHIZ Zanesville	36.00
WIBA Madison	84.00	WMRF Lewiston	Bonus
WSAM Saginaw-Bay City	48.00	WGAL Lancaster	Bonus
KYSM Mankato)	72.00	KWBW Hutchinson	<u>Bonus</u>
KROC Rochester)		\$2,364.00	
KFAM St. Cloud)			

It is our understanding that effective February 12, 1943, and thereafter, accordingly, the net billing under the facilities contract dated September 29, 1942, and including

January 8, 1943

this renewal, will be subject to an additional discount of 10%, applicable after all other discounts.

We further understand that we will not forfeit any portion of this additional net 10% discount for the failure or temporary non-availability of any station facilities or because we have exercised our right to cancel one or more stations unable to carry the entire program on a particular date.

It is our further understanding that in the event we exercise our right to extend this contract, we shall be entitled, but not obligated, to include the additional 35 stations listed above. If these stations are included for the extended term, we shall be entitled to the additional 10% discount referred to above. If these stations are not included for the extended term, we shall forfeit said additional 10% discount during the extended term.

It is our further understanding that effective with the broadcast of April 2, 1943, and thereafter, the gross time charge for Station: WFAA, Dallas, Texas, will be increased from \$264.00 gross to \$288.00 gross per program.

It is our further understanding that effective April 9, 1943, Station WTAG-Worcester, Mass., will be dropped from the National Broadcasting Company Network.

Will you please order the period from 11:30-12:00 PM New York Time, Friday, starting with the broadcast of February 12, 1943, for the repeat broadcast. This repeat broadcast is to be broadcast by stations in the Pacific Coast Time zone only.

Will you kindly acknowledge receipt of this notice of renewal by signing the enclosed copy of this letter and returning it to Mr. John Hymes, Foote, Cone & Belding, 247 Park Avenue, New York, New York.

Very truly yours,



Everard Meade
Advertising Department

RECEIPT ACKNOWLEDGED AND RENEWAL CONFIRMED AS ABOVE STATED.

NATIONAL BROADCASTING COMPANY

By George W. Frey



CABLE ADDRESS
 PUWHTTAN
 HOME OFFICE
 JERSEY CITY, N. J.

The American Tobacco Company
INCORPORATED IN
111 Fifth Avenue
New York

January 4, 1942

National Broadcasting Company
 30 Rockefeller Plaza
 New York, New York

Attention of Mr. George Frey

Gentlemen:

Will you please cancel the facilities of the Pacific Coast Blue Network for the broadcasts of "Information Please" covered by our contract dated September 29, 1942. The last program to be broadcast over these facilities will be that of February 9, 1943 (recording of network program broadcast February 5, 1943). This will include the cancellation of the following Pacific Coast Blue Network Stations:

KGO	San Francisco
KECA	Los Angeles
KEX	Portland
KTMS	Santa Barbara
KFSD	San Diego
KJR	Seattle
KGA	Spokane
KPQ	Wenatchee
KTKC	Visalia-Fresno
KFEK	Sacramento
KWG	Stockton
KERN	Bakersfield
KOH	Reno

Will you kindly acknowledge receipt of this letter by signing and returning the enclosed copy to Mr. John Hynes, Foote, Cone & Belding, 247 Park Avenue, New York, New York.

Very truly yours,

Everard Meade o.k.
 E.M.

Everard Meade
 Advertising Department

ACCEPTED:
 NATIONAL BROADCASTING COMPANY

By *George W. Frey*



CABLE ADDRESS
POWHATTAN
HOME OFFICE:
JERSEY CITY, N.J.

The American Tobacco Company
INCORPORATED
111 Fifth Avenue
New York

January 8, 1943

National Broadcasting Company
30 Rockefeller Plaza
New York, New York

Attention of Mr. George Frey

Gentlemen:

This will confirm your notification of December 31, 1942, regarding the facilities of Stations WTRY-Troy, WMFF-Plattsburg, WKIP-Poughkeepsie. In accordance with our contract dated September 29, 1942, these three stations are affiliated with The Blue Network and as such are subject to recall by that Network on 28 days' notice.

Since The Blue Network has sold the Friday 6:30-9:00 PM period, we will therefore relinquish the facilities of these three stations to that Network, in accordance with our contract. Accordingly, the last program to be carried by Stations WTRY, WMFF and WKIP will be January 22, 1943.

Please acknowledge receipt of this letter by signing and returning the enclosed copy to Mr. John Hymes, Foote, Cone & Belding, 247 Park Avenue, New York, New York.

Very truly yours,

Everard Meade

Everard Meade
Advertising Department

ACCEPTED:

NATIONAL BROADCASTING COMPANY

By *George T. Frey*



CABLE ADDRESS
POWATTAN
HOME OFFICE:
JERSEY CITY, N.J.

The American Tobacco Company
INCORPORATED
111 Fifth Avenue
New York

December 14, 1942

National Broadcasting Company, Inc.
30 Rockefeller Plaza
New York, New York

Attention of Mr. George Frey

Gentlemen:

In connection with our contract dated September 29, 1942, for the Lucky Strike program known as "Information Please," it is our understanding that Station WGAN-Allentown, Pa., will record the regular network programs of November 27th through February 5, 1943, and broadcast these recordings on Sundays from 6:30-7:00 PM from November 29th through February 7, 1943.

It is our further understanding that there will be no charge for these recordings and the rates, commissions, weekly discounts or annual discounts for station time will remain as noted on said contract.

Please acknowledge receipt of this letter by signing and returning the enclosed copy to Mr. John Hynes, Lord & Thomas, 247 Park Avenue, New York, New York.

Very truly yours,

Everard Merce
Advertising Department

ACCEPTED:

NATIONAL BROADCASTING COMPANY

By George J. Frey



CABLE ADDRESS
POWATTAN
HOME OFFICE:
JERSEY CITY, N.J.

The American Tobacco Company
INCORPORATED
111 Fifth Avenue
New York

October 23, 1942

National Broadcasting Company
30 Rockefeller Plaza
New York, New York

Attention of Mr. George Frey

Gentlemen:

In connection with our contract dated September 29, 1942, for the Lucky Strike program known as "Information Please," it is our understanding that Station WOLS-Florence, S. C., a bonus station, will cease its affiliation with NBC, effective midnight January 23, 1943. Accordingly, the last "Information Please" program which that station will carry will be January 22, 1943.

Please acknowledge receipt of this letter by signing and returning the enclosed copy to Mr. John Hynes, Lord & Thomas, 247 Park Avenue, New York, New York.

Very truly yours,

Everard Meade

Everard Meade
Advertising Department

ACCEPTED:

NATIONAL BROADCASTING COMPANY

By *George T. Barry*

September 29, 1942

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

Gentlemen:

Enclosed are four copies of a network facilities contract between you and us, dated September 29, 1942, for broadcasts beginning November 13, 1942, and ending February 5, 1943.

We recognize Lord & Thomas as your advertising agency. It is understood that a commission of 15% of the gross time charge (the contract price less discounts and rebates, if any), specified in the contract referred to above will be allowed to Lord & Thomas for its service. As a matter of convenience we will bill Lord & Thomas for the amounts due us under the contract less said 15% commission, and Lord & Thomas, as your advertising agency, will remit to us the net charges so billed which we will accept in full payment and satisfaction of all sums due us under said contract. It is also understood that a change in advertising agency acceptable to us may be effected by you at any time upon written notice to us, and the written consent of Lord & Thomas shall not be required therefor.

If you agree to this understanding, will you please note your acceptance hereon and also obtain the acceptance hereto of Lord & Thomas and return the original of this letter to us, together with three signed copies of the contract.

Very truly yours

NATIONAL BROADCASTING COMPANY INC

By *Roy C. Ottens*

ACCEPTED:
AMERICAN TOBACCO COMPANY

By *U. J. Brown*
Advertising Department

ACCEPTED:
LORD & THOMAS

By *W. M. Houston*

NATIONAL BROADCASTING COMPANY, INC.
(Network Facilities Contract)

AGREEMENT made at **New York, N.Y.** this **29th of September** 19**42**, between NATIONAL BROADCASTING COMPANY, INC., called "Company" and **AMERICAN TOBACCO COMPANY** called "Agency" (For convenience)

to broadcast over the radio stations listed herein programs, including commercial announcements advertising **LUCKY STRAITS CIGARETTES** (Name products)
AMERICAN TOBACCO COMPANY (Advertiser)

BROADCAST DAYS	APPROX. BROADCAST HOUR(S)	FIRST BROADCAST	LAST BROADCAST	TOTAL NO. BROADCASTS	GROSS TIME CHARGE PER BROADCAST
Friday	6:30-9:00 PM 11:30-12:00 MIDN (Recorded Report)	11/13/42	8/5/43	13	\$18,708.00 of 11/13 \$12,616.00 of 12/4

Program description and point of origination:
with program originating in NYC-New York

Additional Charges:

Stations and gross time charge per broadcast.

WAAF	\$200.00	WABC	\$225.00 thru 11/27/42	WFTZ	Bonus
WABT	350.00	WBAF	240.00 off 12/1/42	WGRB	Bonus
WABC	Bonus	WBYR	132.00 thru 11/27/42	WTB	24.00
WTIC	240.00	WBYR	132.00 off 12/4/42	WOLB	Bonus
WJAN	120.00	WCAE	228.00 thru 11/27/42	WVIA	48.00
WYAG	108.00	WHAH	240.00 off 12/1/42	WVAV	48.00
WQXR	96.00	WJOO	24.00	WVFA	Bonus
WJW	222.00	WJPA	42.00	WVAA	96.00
WJZ	72.00	WJVE	60.00	WVLA	64.00
WJAB	216.00	WJRO	18.00	WVAB	Bonus
WJG	144.00	WJLP	Bonus	WVOD	120.00
WJLW	192.00	WJNY	96.00	WVOC	144.00
WJEA	288.00	WJPF	Bonus	WVRO	96.00
WJAL	312.00	WJRH	72.00	WVSB	240.00
WJRD	132.00	WJSH	72.00	WVUA	72.00
WJ	252.00	WJSL	240.00	WVWL	Bonus
WJLH	120.00	WJWA	72.00	WVWR	Bonus
WJVS	120.00 thru 11/27/42	WJWB	24.00	WVWB	120.00
WJVA	132.00 off 12/4/42	WJAN	24.00 thru 11/27/42	WVWA-WVUA	72.00
WJRB	132.00	WJAP	96.00 off 12/1/42	WVWA**	36.00
WJCL	420.00	WJSP	144.00	WVVO	60.00
WJ	216.00	WJST	72.00	WVWL	60.00
WJ	204.00	WJWO	72.00	WVVO	168.00
WJZP	240.00	WJWC	24.00	WVY	120.00
WJL	312.00	WJWK	Bonus	WVVA-WVAP	204.00
WJ	204.00	WJWI	Bonus	WVVO	72.00

SEE ADDITIONAL CONDITIONS

Company will bill Agency weekly and broadcast charges shall be payable by Agency on 15th of month following that of broadcast. Gross time charges, after deduction of allowable discount, shall be subject to an agency commission of 15% if this contract is with a recognized advertising agency. Broadcast time is that shown in New York City unless otherwise designated. The conditions on the reverse side are part of this contract.

NATIONAL BROADCASTING COMPANY, INC.

(Agency)

By: *[Signature]* Vice President

By: *[Signature]* Advertising Department

CONDITIONS

1. COMPANY UNDISKING: (A) The Company will cause the radio stations specified herein to broadcast the program mentioned herein on the day(s) and approximate hourly time(s) mentioned herein. The Company will furnish a station which in its opinion is suitable for performance of such program, if station performance is required, but it may change such assignment at its discretion. In conformity with its rules, the Company, upon request and without additional charge, will furnish the advisory services of its Arts and Service and Program Department. (B) The failure of the Company to broadcast all or a part of any program over one or more of the stations mentioned herein, due to an Act of God, Federal, State or Municipal law, government regulation or order, defect or breakdown of lines or equipment, a labor dispute, appropriation of whole or part of program time as to one or more stations for broadcasting as avert decided by Company or a station license to be of public importance, or for any cause beyond the control of the Company, shall not constitute a breach of this contract or vest in Agency any right of damages or rescission or reversion. Company will be under no liability for failure of broadcast by a bona fide station. The Company encourages station use for audience and public purposes, but it and affiliated station licenses will not be liable respecting such mail addressed to it or them for forwarding or for use or benefit of advertiser.

2. MATERIAL, TALENT AND COMMERCIAL ANNOUNCEMENTS: (A) Unless otherwise provided by contract between Company and Agency, the material, talent and announcements for each program will be furnished by and at the expense of Agency. Such material, talent and announcements must conform to the program and operating policies of the Company. (B) At least forty-eight hours (exclusive of Sundays and legal holidays) before the starting hour of any program, the continuity for that program including commercial announcements must be delivered to the Company and the Company will have the continuing right to edit and modify the same to the extent it deems necessary to make same conform to the public interest and Company program and operating policies. Unless waived in writing by Company, only the products listed hereon shall be advertised in broadcast hereunder.

3. PAYMENTS AND RATE PROTECTION: Payments hereunder shall be in lawful money of the United States and date of payment is material. Demand and relate charges in the rate card(s) specified on face of the contract are a part hereof. Agency shall be responsible for Company and programs, social security tax obligations as to live talent on program broadcast hereunder shall, as between Agency and Company, be assumed by Agency. A rate decrease as to any station specified herein shall apply hereon as of its effective date publicly announced by Company and a rate increase as of one year from its effective date publicly announced by the Company. A network rate established for a bonus station shall be treated as a rate increase under this paragraph. If, due to time observance changes, a broadcast hereunder occurs at a time bearing a different card rate from that specified herein, the rate applicable to actual time of broadcast shall apply hereon.

4. PUBLIC EVENTS AND INTERRUPTIONS: (A) All or part of a program period on any station may be appropriated by the Company upon its finding that it is needed to broadcast an event which Company or a station licensee deems to be of public importance. Company will endeavor to give as much advance notice thereof and, except where Agency otherwise directs, will make such courtesy announcements as the circumstances reasonably permit. If all or a part of any program period on any station is so appropriated, the time charge of such station as to that period will be proportionately reduced. (B) If the notice of appropriation of part of a program period on all of the stations is given before the regular starting hour of the program period, then Agency, by notice given forthwith to the Company, may cancel the remaining part of the period. In such instances or where the Company appropriates all of a program period on all of the stations for broadcasting such event the time charge of such stations will be cancelled as to such allotted period and if the program, is one of live talent the Company will pay to Agency its out-of-pocket live talent costs necessarily paid as to such program period. Where the Company appropriates only a part of the program period and the remaining part is not cancelled in accordance with this sub-paragraph, the time charge of such stations as to such remaining part will be proportionately reduced. Appropriations hereunder and interruptions specified below will not affect rates of discounts or relate allowances. (C) If an interruption occurs in the broadcasting of a program of Agency and is not due to an act or omission of Agency, then a pro rata reduction in the time charge of the station(s) as to such interrupted period will be made by the Company.

5. BROADCAST HOUR CHANGES: If clause is inserted herein reserving in Company the right to change the broadcast hour, the following provisions shall apply thereto where applicable: (A) A full network user is one under

contract or who orders the full network for at least 18 firm weeks. A continental user is one using or ordering stations in both the Eastern and Pacific time zones (1) for simultaneous broadcast of same program, or (2) for broadcast of same program by stations in one such zone and repeat broadcast of such program by stations in the other zone. (B) Changes in broadcast hours will be to such stations as are available and upon written notice specifying effective date of at least 28 days after mailing or delivering notice to Agency. (C) The broadcast hour on any supplementary station, except for repeat broadcasts, automatically changes with changes on the Basic Network or, where the Basic Network is not included in the contract, with changes on the Pacific Network. Where Basic Network stations are included in the contract all other stations are supplementary stations and where such Basic Network is not so included all other stations are supplementary, excepting those in the Pacific Network.

6. DIVIDING BROADCAST HOUR: If Agency divides the broadcast hour into separate program units and any station specified herein becomes unavailable for any one of such program units because of limitation on authorized time of operation or station's refusal to broadcast the program unit on the ground of public interest, then such station's facilities shall be utilized hereunder for the remaining portion of Agency's broadcast hour and the rate for the full broadcast hour on such station shall be proportionately reduced.

7. TERMINATIONS: (A) A contract for 26 or 39 or 52 weeks of broadcast may be terminated by Agency, effective at end of any 13 week broadcasting cycle, by written notice delivered to Company at least 30 days prior to said effective date.

8. DEFENSE AND INDEMNIFICATION: (A) Any litigation against advertiser, or its employees, or its agents, brought to enforce the rights of any third party alleged to have been violated by broadcasting matter described herein as Company material will be defended by and at the expense of Company. Any litigation against Company or any licensee of any station specified herein, or its employees, brought to enforce the rights of any third party alleged to have been violated by broadcasting matter described herein as Agency material will be defended by and at the expense of Agency. (B) The indemnitor (party herein on whom duty of defense is imposed hereunder) will have full and complete control of such litigation and may settle, compromise and adjust the same. The indemnitor will be responsible for the payment of any judgment for damages and costs rendered in such litigation against the indemnitee(s) and will indemnify and hold the indemnitee(s) harmless from loss or damage caused by or arising out of any such judgment. (C) Sub-paragraphs (A) and (B) hereof will be effective only in the event that (1) within five days after the initial summons or process is served upon the indemnitee, written notice thereof is given to the indemnitor and within five days thereafter a written request to defend such litigation is mailed or delivered to indemnitor and (2) from time to time during the pendency of such litigation and after the duty of defense has been assumed by the indemnitor, the indemnitee, upon request, shall deliver to the indemnitor all relevant facts in the possession or under the control of the indemnitee by making available to the indemnitor for consultation and as witnesses at their customary places of business all employees and other persons under the control of the indemnitee having possession of such facts and by making available to the indemnitor all relevant documentary material in the possession or under the control of the indemnitee. (D) Company material consists of copyrighted musical compositions performed in non-dramatic form in live talent programs and listed for the program on the official music sheets of the Company and all material which the Company furnishes for any live talent or electrically recorded program broadcast hereunder, but not (1) material borrowed from the Company's music or literary libraries, or (2) material which an artist furnishes pursuant to a contract with him even though the Company, alone or with others, acts as his agent in making such contract. Agency material is everything broadcast hereunder excepting Company material. Company approval of Agency material for broadcasting will not affect Agency's indemnity obligations under this contract. (E) Notwithstanding the indemnitor shall have assumed the defense of any litigation hereunder, the indemnitee, upon relieving the indemnitor in writing of its obligations hereunder with respect to such litigation, will have the right, if it shall so elect, thereafter to conduct the same at its expense by its own counsel.

9. GENERAL PROVISIONS: This contract is made subject to all Federal, State and Municipal laws and regulations now or hereafter in force, is not assignable without the consent of the Company, constitutes the entire understanding between the parties, and shall be construed according to the laws of the State of New York. Waiver of any provision hereof in any instance will not constitute a general waiver of any right hereunder. This instrument is not binding on the Company until executed by one of its duly authorized officers.

2. (continued) In the event of the failure of the Company to broadcast all or a part of any program over one or more of the stations mentioned herein, the time charges in respect of such omitted portion will be cancelled.

10. Company may terminate this contract as to Stations WTAJ, WAFB, WHIP and WJAN on at least 30 days' written notice if Company finds it requires the facilities of said stations for use by another network advertiser in conjunction with the Blue Network.

11. It is understood and agreed that the Advertiser may extend this agreement three additional consecutive periods of thirteen weeks each, the first period beginning immediately following the period hereof by giving the Company, in each instance, thirty days' prior written notice of its intention so to do, upon giving of which notice this agreement shall be automatically extended for such further period on terms as publicly announced by the Company prior to the mailing of written notice by the Advertiser.

(SEE ADDITIONAL CONDITIONS)

ADDITIONAL CONDITIONS

The following additional conditions are a part of the contract dated September 29, 1942 between the National Broadcasting Company Inc and the American Tobacco Company.

Stations and gross time charge per broadcast (cont.)

WTBS	\$72.00	KGO*	\$168.00
WABK	72.00 thru 11/27/42	KROA*	144.00 thru 11/27/42
WABE	84.00 eff 12/4/42	KEGA*	180.00 eff 12/4/42
WPRO	156.00	KTHB*	48.00
WQAI	180.00	WFSB*	84.00
WJAX	96.00	WAA*	96.00
WYK	120.00	WJR*	120.00
WQA	180.00	WGA*	72.00
WYLL	120.00	WPQ*	24.00
WOB	96.00	WTNO*	48.00
WTEH	72.00	WFBK*	156.00
WTAH	96.00	WQO*	Bonus
WVGA	Bonus	WUHF*	Bonus
WJUN	Bonus	WOH*	Bonus
WUN	72.00		
WVGO	72.00	TOTAL	\$12,708.00 effective 11/13/42
WVGO	72.00	FACILITIES	12,816.00 effective 12/4/42
WVIR	72.00		
WVPA	Bonus		
WVSH	Bonus		
WVHL	72.00		
WVNI	Bonus		
WVPI	Bonus		

* Effective 11/13/42 and thereafter, a package rate of \$120.00 gross per program time charge will apply on stations WJAX WABZ and WQOO, with individual rates (based on package price) as indicated on face of contract.

** Effective 11/13/42 and thereafter, a package rate of \$108.00 gross per program time charge will apply on stations WAA-WQOA and WSPA, with individual rates (based on package price) as indicated on face of contract.

12. Anything herein to the contrary notwithstanding, rates of discount applicable to gross time charges under this contract shall be computed only upon the gross contracted value of contracts for Red Network facilities of Company.

National Broadcasting Company, Inc

9/29/42

Gentlemen:

You will cause off-the-line recordings to be made of the network programs broadcast pursuant to the network facilities contract between us dated September 23, 1942 on behalf of AMERICAN TOBACCO COMPANY "Information Please", Advertiser, and you will cause the station(s) listed below to broadcast such recorded network programs during the approximate times indicated, the broadcasting of such recordings during said periods to be in lieu of the network broadcasts by such station(s) as specified in the contract mentioned above.

KGO, San Francisco	11:30-12:00 MID NYT, Tuesday, effective 11/17/42		
KAOA, Los Angeles	"	"	"
KRY, Portland	"	"	"
KTBS, Santa Barbara	"	"	"
KFSD, San Diego	"	"	"
KJR, Seattle	"	"	"
KQA, Spokane	"	"	"
KPQ, Wenatchee	"	"	"
KTEO, Visalia-Fresno	"	"	"
KFBK, Sacramento	"	"	"
KWG, Stockton	"	"	"
KERN, Bakersfield	"	"	"
KOH, Reno	"	"	"

Please confirm this agreement and the additional stipulations on the back hereof by signing and delivering to us one copy of this letter.

Accepted this 29th day AMERICAN TOBACCO COMPANY

of September, 1942 By V. J. Brown
Advertising Department

NATIONAL BROADCASTING COMPANY, INC.

By [Signature]
Vice President

ADDITIONAL STIPULATIONS

(1) As to the programs broadcast under this agreement, you agree to obtain all necessary rights to record and broadcast all copyrighted musical compositions approved by your Music Department and performed in non-dramatic form and to hold us and the Advertiser harmless from liability, loss or damage caused by or arising out of the act of recording or broadcasting such musical compositions. We agree to obtain all the necessary rights to record and broadcast all other matter and material in and for the programs provided for hereunder and to hold you and the station(s) mentioned herein harmless from liability, loss or damage caused by or arising out of the recording or broadcasting of such matter or material.

(2) In the event you do not clear the music rights for the recording and broadcasting of any such recorded program, the recording shall not be made or broadcast and neither party on that account shall be liable to the other, nor shall any such omission operate to vest in you or us any right to cancel or terminate this agreement. For any such omission no time charge of such station(s) for such program period shall be billed to or paid by us.

(3) This agreement shall not be considered to modify or affect the rates, commissions, discounts or rebates applicable to the network contract mentioned above except that the program periods hereunder and the shifted program periods shall bear the present network card rates applicable to such periods but no such rates shall be in excess of the card rate specified in said network facilities contract for such station(s).

(4) The whole or any part of the program periods mentioned herein may be displaced by you or the station(s) to broadcast any event of public importance and this contract shall terminate should such station's(s') network affiliation with you be discontinued or you find that the recordings are of a quality unsatisfactory for broadcasting.

(5) Except as herein otherwise provided, the network facilities contract mentioned in the first paragraph of this contract shall remain in full force and effect.

9/29/42

National Broadcasting Company, Inc

Gentlemen:

You will cause the radio broadcasting station(s) listed below to make, at its or their own expense, off-the-line recordings of the network programs broadcast pursuant to the network facilities contract between us dated September 29, 1942 on behalf of AMERICAN TOBACCO COMPANY "Information Please", Advertiser, and you will cause such station(s) to broadcast such recorded network programs during the approximate times indicated, the broadcasting of such recordings during said periods to be in lieu of the network broadcasts by such station(s) as specified in the contract mentioned above - Upon written notice by the Company that the station(s) is available for broadcasts under the network contract, this contract shall immediately terminate as to the station(s) so available and the available station(s) shall thereupon broadcast agency's programs in compliance with the network contract."

WHAM, Rochester, Monday 7:00-7:30 PM - effective 11/16/42

WSAN, Allentown, Sunday, 6:30-7:00 PM - effective 11/13 and 11/20/42 only

Effective 11/13/42 and thereafter, NBC-Hollywood will record the above program for rebroadcast by KGU-Honolulu 6:30-7:00 PM HST, four weeks after the original broadcast. The KGU rebroadcast will take place on Monday, and the first rebroadcast on the station will, therefore, be on December 7, 1942

Please confirm this agreement and the additional stipulations on the back hereof by signing and delivering to us one copy of this letter.

Accepted this 29th day

of September, 1942

NATIONAL BROADCASTING COMPANY, INC.

By [Signature]
Vice President

AMERICAN TOBACCO COMPANY

By [Signature]
Advertising Department

ADDITIONAL STIPULATIONS

(1) As to the programs broadcast under this agreement, you agree to obtain all necessary rights to record and broadcast all copyrighted musical compositions approved by your Music Department and performed in non-dramatic form and to hold us and the Advertiser harmless from liability, loss or damage caused by or arising out of the act of recording or broadcasting such musical compositions. We agree to obtain all the necessary rights to record and broadcast all other matter and material in and for the programs provided for hereunder and to hold you and the station(s) mentioned herein harmless from liability, loss or damage caused by or arising out of the recording or broadcasting of such matter or material.

(2) In the event you do not clear the music rights for the recording and broadcasting of any such recorded program, the recording shall not be made or broadcast and neither party on that account shall be liable to the other, nor shall any such omission operate to vest in you or us any right to cancel or terminate this agreement. For any such omission no time charge of such station(s) for such program period shall be billed to or paid by us.

(3) In the event the recordings are scheduled herein for broadcast in network optional time and you require the whole or any part of such time to accommodate your other network business, you may terminate this contract upon 28 days' written notice to us, or, with our consent, you may shift the program periods to times acceptable to you and to us.

(4) This agreement shall not be considered to modify or affect the rates, commissions, discounts or rebates applicable to the network contract mentioned above except that the program periods hereunder and the shifted program periods shall bear the present network card rates applicable to such periods but no such rates shall be in excess of the card rate specified in said network facilities contract for such station(s).

(5) The whole or any part of the program periods mentioned herein may be displaced by you or the station(s) to broadcast any event of public importance and this contract shall terminate should such station's(s') network affiliation with you be discontinued or you find that the recordings are of a quality unsatisfactory for broadcasting.

(6) Except as herein otherwise provided, the network facilities contract mentioned in the first paragraph of this contract shall remain in full force and effect.

LORD & THOMAS

Advertising

247 PARK AVENUE, NEW YORK

October 13, 1942

National Broadcasting Company
30 Rockefeller Plaza
New York, New York

Attention: Mr. George Frey

Gentlemen:

You have sent us for submission to and execution by our client, The American Tobacco Company, a new facilities contract and various supplementary agreements, dated September 29, 1942, for the program now known as Information Please.

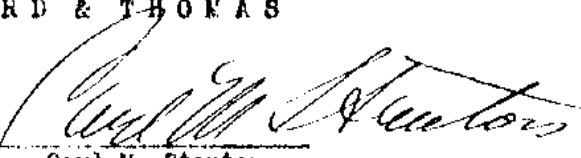
We wish to refer you to your letters to us dated October 16, 1940 and October 23, 1940 and to our letters to you dated October 17, 1940 and October 30, 1940. Before submitting the aforesaid contract and agreements to The American Tobacco Company for signature, and in consideration of our undertaking to do so, we request that you confirm to us, as agents for The American Tobacco Company, that the agreements and understandings recited in the four letters hereinabove referred to apply not only to the contract entered into in 1940 but apply with equal force and effect to the contract about to be entered into between you and The American Tobacco Company for broadcasting facilities for Information Please.

For your convenience we enclose a copy of this letter; you may confirm the above by having your duly authorized officer sign said copy at the place indicated and by returning it to us whereupon we will promptly submit the new facilities contract and supplementary agreements to our client The American Tobacco Company.

Very truly yours,

L O R D & T H O M A S

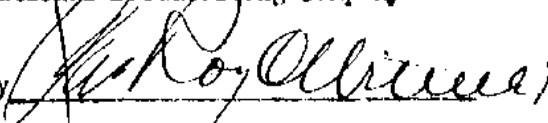
By


Carl M. Stanton

THE AFOREGOING IS HEREBY CONFIRMED

National Broadcasting Company

By



A. C. (Vet.) (1/1/40)

NATIONAL BROADCASTING COMPANY, INC.



A RADIO CORPORATION OF AMERICA SERVICE

RCA BUILDING • RADIO CITY

NEW YORK, N. Y.



ROY C. WITMER
VICE PRESIDENT
RED NETWORK
SALES

October 16th 1940

Mr Edward Lasker
Lord & Thomas
247 Park Avenue
New York City

Dear Edward:

This is just to confirm our conversation a few days ago concerning the intent of our contractual agreements with respect to paying program costs when time is taken by us for events of importance.

When we say that we will pay "talent" costs, we mean that we will pay whatever it costs an advertiser for his program. In some cases that may be just the cost of artists, and in others it may include some incidentals, but in any event it is what the advertiser's actual out-of-pocket cost is in that particular instance. That is the intent and it is the practice that we have always followed.

With kindest regards,

Cordially yours,
Roy C. Witmer
Roy C. Witmer.

In

LORD & THOMAS

247 PARK AVENUE NEW YORK

Carbon Copy for attention of

October 17, 1940.

Mr. Roy C. Witmer, Vice-President,
National Broadcasting Company,
30 Rockefeller Plaza,
New York, N.Y.

Dear Roy:

Thank you for your letter of October 16th.

We are about to submit to The American Tobacco Company, for execution by it, a contract between it and NBC dated October 10, 1940 for network facilities for the program known as "Information Please", commencing November 15, 1940. As you know, The American Tobacco has entered into a contract with Daniel Golenpaul Associates, which is a package contract. That is to say, in consideration of a fixed stated sum per broadcast, Golenpaul has agreed to deliver to The American Tobacco Company certain services, talent, material and rights constituting a finished show.

Without wishing or intending to impair the generality of the statements contained in your letter to me of October 16th, I should like, as a representative of Lord & Thomas, The American Tobacco Company's advertising agency, to establish, so that there may never be any doubt about it, that the word "talent", as used in the contract which you have sent us and have asked The American Tobacco Company to execute, shall be construed to include within its meaning, and for the purpose of said contract does include within its meaning, the entire fixed stated sum per broadcast which The American Tobacco Company has undertaken to pay the Golenpauls, plus any other expenses of putting on the show.

I return to you herewith your letter of October 10th to The American Tobacco Company with respect to our agency commission of 15% for the reason that in the second paragraph (second line) the word "the" should be changed to "a" and the end of the parenthesis which you have placed after the word "price" should be after the language "if any" which appears on the third line. Having the parenthesis after the word "price" makes the meaning ambiguous so that it might be interpreted that discounts and rebates should be entirely deducted from our commission. This, of course, is not our intention and if the

LORD & THOMAS

207 PARK AVENUE, NEW YORK

Carbon Copy for attention of

-2-

parenthesis ends after the word "any" there can be no doubt of our intention. Please have this letter revised and executed and return it to me.

I shall assume, unless you advise me to the contrary when returning the letter of October 10th to me, that my comments respecting the word "talent" in the third paragraph of this letter are acceptable to you and in accordance with our understanding.

With all good wishes,

Sincerely,



Edward Lasker/of

NATIONAL BROADCASTING COMPANY, INC.

A RADIO CORPORATION OF AMERICA SERVICE

RCA BUILDING - RADIO CITY

NEW YORK, N. Y.



ROY O. WITMER
VICE PRESIDENT

October 23, 1940.

Mr. Edward Lasker,
Lord & Thomas,
247 Park Avenue,
New York City, N. Y.

Dear Edward:

This letter is in response to yours of October 17th regarding the facilities contract for the "Information Please" program.

I believe that you and I are in complete agreement on the general principle to be applied as to refunds in cases where we may recapture the time to broadcast an event of public importance, although there may be some difference between us regarding the use of words to express the principle. My understanding is that Daniel Golenpaul Associates agree to deliver the package show to the American Tobacco Company at a fixed sum. You are anxious to receive our assurance that if any of the programs are cancelled by us to broadcast a special event we will reimburse the American Tobacco Company for the amount it is required to pay and which it actually does pay to Daniel Golenpaul Associates for the program which was not broadcast. That is the point we have been discussing and I am agreeable to having the contract so construed. If this is also your understanding and you will so advise me, I believe we can consider this matter settled.

Cordially yours,

Roy O. Witmer

LORD & THOMAS

20 PARK AVENUE, NEW YORK

Carbon Copy for attention of

Mr. Stanton

October 30, 1940.

Dear Roy:

This, I hope, is the final part of our correspondence, the most recent part of which was your letter of October twenty-third in which you say "I believe that you and I are in complete agreement if any of the programs are cancelled by us to broadcast a special event we will reimburse the American Tobacco Company for the amount it is required to pay and which it actually does pay to Daniel Golenbohl Associates for the program which was not broadcast." You are right except that I also include any sum which the American Tobacco Company is bound to pay announcers, auctioneers etc.

With the exception of the comments hereinabove contained, your letter of October twenty-third correctly sets forth our understanding. Unless I hear from you to the contrary, I will consider the matter closed.

Cordially,



Mr. Roy C. Witmer,
National Broadcasting Company,
50 Rockefeller Plaza,
New York, N.Y.

Edward Lasker/ef

