

DRAGNET CONTRACTS

The programs to be furnished as hereunder shall be entitled "Dragnet" and consist of 20 originals (new films) and 6 repeats. We shall pay you the sum of \$45,000.00 net per each new film and \$15,000.00 net per film for each repeat. You agree to furnish us a complete package on the advertising of the products of our client, Liggett & Myers Tobacco Company, Inc. The above prices quoted are subject to increase or decrease to the extent that NBC's costs may be increased or decreased by any new or changed union regulation or new or changed tax. It is understood by us that the producer of the program has agreed that if the films to be produced are produced in a foreign country and a lower production cost is effected as a result thereof, producer will advise NBC and Liggett & Myers and will negotiate in good faith a reduction in the compensation for new film and the compensation for repeat presentations.

We agree to the present 0 to 7 day print schedule, you agree to bear all print costs and shipping expenses. Wherever the facilities contract differs from the provisions of the program agreement, the provisions of the program agreement shall prevail. During the period that LHM sponsors Dragnet over NBC you agree that the title "Dragnet" will not be used as a title of any program of the series offered or presented on a syndicated basis. The above prices quoted cover any markets within the 48 states of the United States which we may decide to telecast under our network facilities. However, it is understood that NBC will obtain the agreement of the producer that any broadcast of the programs outside of the 48 states of the United States whose coverage overlaps with that of the station carrying our network broadcast will be subject to limitations as follows:

NBC reserves the right to syndicate the programs in any market except that LHM shall have the right to commence presentation of the programs in any new market before NBC commences syndication in such market. NBC will be entitled to syndicate the programs provided such sponsorship of such syndicated programs is not competitive with any of the products of the Liggett & Myers Tobacco Company. With respect to a new television market we shall have a period of 60 days after such market is offered to us to enter same from you. If we fail to do so you will have the right to commence syndication in that market immediately. Once syndication has commenced in a market we may recapture it only upon 12 months prior written notice to you. Satisfactory time for the purpose of syndication shall mean any half hour period between 8 and 10:30 PM local time on any night of the week provided LHM has no other program of a half hour or longer duration scheduled for such a night and provided, however, that any such limitation, because of another program of LHM, shall apply to not more than two nights per week.

NBC's agreement with the producer shall give us the opportunity to undertake sponsorship of the programs in television markets outside the 48 states of the United States. We shall have a period of 10 days within which to accept producers' terms. If we have not done so within 10 days, producer shall be at liberty to offer the programs to others in such markets. In the event that any program is cancelled or omitted, due to labor disputes,

government regulations, or other causes beyond NBC's control, or due to appropriation of the broadcast time to broadcast special events (including without limitation events of public interest and anniversary, dedicatory holiday and charity programs) the title scheduled for said cancelled or omitted program shall be presented instead the succeeding week, and each subsequent title shall be similarly postponed, and the term of this agreement shall be extended accordingly. It is understood that we shall pay only for programs actually broadcast on your network.

Any sound radio version of Dragnet will not be presented on NBC at a time conflicting with the time of presentation of the TV series except that there will be no change. Jack Webb will appear as principal actor in the series and will also render his services as director of the series. In the event that Mr. Webb does not render his services as a director such services will be rendered by a director of recognized standing in the motion picture industry. It is understood that we shall have the exclusive right to Mr. Webb's services as television actor and you will provide the services of Jack Webb as part of this agreement to perform in commercial portions of the film for us, provided that such commercial portions are produced by us and shooting schedules of such commercial portions are planned far enough in advance so as not to interfere with Webb's other commitments, it being understood that Webb's services under this paragraph will not be unreasonably withheld. We shall prepare and produce at our own expense all commercial portions of the film and make arrangements directly with the producer of the films for the insertion of commercial portions into the finished film with the understanding that NBC and the producer will not require commercial portions of each film more than 15 days in advance of the network broadcast date. It is understood that Jack Webb will endorse the tobacco products of L&M so long as L&M continues to sponsor the network television presentation of the series. You agree that we and L&M have the exclusive right to use and license others to use, during the terms of this agreement, the title of the program and the name and likeness of Jack Webb for informative purposes and to advertise and publicize the program and the products advertised on the program. No such use shall continue beyond 60 days after the termination of this agreement or the participation of Webb in the programs.

Usual indemnifications - commercial to show, network to advertiser, advertiser to network. Your relation to us hereunder shall be that of an independent contractor and no person furnished by you hereunder participating in the presentational preparation of the program shall be deemed to be an employee of ours. You agree that we may consult with you and make suggestions as to the results to be accomplished by the program and you will carefully consider same. This agreement is separate and distinct from the facilities agreement that will be entered into from time to time between us under which the time for the broadcasting of the Dragnet programs is purchased by us. It is understood that the schedule of network broadcasts on Thursday at 9:00-9:30 PM or such other time as may be mutually agreed upon, will be avail-

able to us under those facilities contracts.

You will submit to us the names of all the persons who are to receive name credit on each picture prior to the production thereof and we shall have the right to disapprove the employment of any such person for any reason which may be provided for in the following:

If any member of the cast, producers and/or writers at any time in his public or private life shall have been or does become involved in a situation or occurrence which tends to put him into public disrepute, contempt, scandal or ridicule, or tends to shock, insult or offend the community or any group or class thereof, or reflects unfavorably upon the reputation of Liggett & Myers Tobacco Company, or the network over which the programs are being broadcast, or us, then you agree that upon our request you will terminate the services of such person provided such objection and disapproval has been given you within 24 hours from the time the list referred to herein above is submitted to you.

In the event that Jack Webb violates the provisions of this paragraph then we shall have the right to terminate this agreement forthwith upon written notice to you.

Letter from Mark VII Productions signed by Jack Webb and MDC to CMW dated January 25, 1952.

This letter refers to the agreements between CMW and Mark VII Productions (herein called the producer) for the series entitled "Dragnet". This letter agreement refers to a mortgage of shares, pledge and assignment to secure an indebtedness of producer to MDC. Further instructions contained herein authorize CMW to pay to MDC all of the rent, revenues license, and compensation in profits until such a time as MDC notifies CMW that the indebtedness of producer has been fully paid.

Contract between Cunningham & Walsh and MDC in the form of an ordering letter to MDC dated May 21, 1952 with ten riders.

Letter to MDC (Howard D. Madden) from Herman F. McEvoy, Cunningham & Walsh dated June 11, 1952 clarifying the point that a condition not covered in the contract, affecting the first option, was the fact that Webb continues as director of the series.

Note: Each option based on a calendar year had to be exercised not later than May 1 of the applicable year. Notice of the exercise of any option as specified was dependent on exercising all preceding options.

Note: The original price for the first new film (other than Pilot) was \$29,400 net per film and \$10,250 net per repeat for the first shows No. 6 through 14. Thereafter repeat net film \$72.50.

Letter to Cunningham & Walsh dated June 16, 1952 from NBC referring to the original agreement wherein NBC says that "riders No. 6 is deleted and replaced with the following:

"... more than 15 days in advance of the network broadcast date; if we fail to deliver the commercial portions of each film 15 days or more in advance of the network broadcast date thereof, we will indemnify you and producer against any and all claims, demands, expenses, and losses, including reasonable attorney's fees arising out of our failure to do so".

Letter dated June 24, 1952 from NBC (Anderson) to C&W (McEvoy) confirming the fact that there will be no syndication at the same time period in any market where Dragnet is sponsored by L&M.

Letter dated October 28, 1952 from NBC to C&W as follows:

In order that you may utilize repeat presentations of the films in the summer months, we agree (NBC) that if you are unable to schedule the original network presentation of any film during the fall, winter, spring broadcasting season, you may instead schedule original network presentation of such film for the earliest available date in the following fall for presenting new films as specified in Exhibit A provided you have exercised your option as per the agreement ... and you have given us written notice of the change in schedule not less than 30 days prior to the broadcasting date.

Letter to Frank White, NBC, dated March 31, 1953 exercising first option to continue for the year starting July 1, 1953.

Letter dated July 1, 1953 from NBC to Cunningham & Walsh extending the syndication provision wherein C&W had the right to order any market available as part of the network's facilities regardless of whether or not the program had been syndicated in that market.

Letter from NBC to C&W March 8, 1954 referring to the agreement May 21, 1952 between NBC and C&W. However, this letter refers to the fact that C&W and Sherry, TV Inc. have agreed on a new repeat schedule for the summer of 1954. I find no assignment from Mark VII Productions to Sherry TV.

Second option dated April 19, 1954 from C&W to NBC commencing July 1, 1954.

Letter dated July 6, 1954 to Sherry, TV Inc. 9370 Santa Monica Blvd. from Cunningham & Walsh. Subject of the letter is the syndication of Dragnet programs and gives Sherry, TV the right to syndicate the films in Canada at any time under any title, by any sponsor, except that:

1. The films may not be telecast from Windsor, Ontario, under the title "Dragnet" or any other title.

2. The films may not be sponsored in Canada on behalf of any tobacco product.
3. The films may not be authorized to be telecast under the title "Dragnet" from any station in Canada which is 60 miles or less from the border of the U.S. except for the following cities (television stations in those cities) which would not be subject to such restrictions.
4. The film series could not be broadcast under the title of "Badge 714" so long as the films were being telecast under the title "Dragnet" in certain Canadian cities.
5. Films could not be broadcast under "Dragnet" title from any station whose transmitter is 120 or less miles from the transmitter of a TV station in U.S. carrying Dragnet. This waiver in the letter is not intended to modify any provisions with NBC with respect to which Dragnet films may be used for such telecasting in syndication. It is understood that telecasting Dragnet films in Canada to be in accordance with such provisions.

In a letter dated October 19, 1954 to C&W from NBC I quote:

"The producer of the Dragnet television films has agreed that neither C&W nor L&M shall be liable for payment to Jack Webb of any fee for services in performing as heretofore in commercial film announcements for use and reuse in the series, whether by reason of applicable union agreement or otherwise, in connection with films of the series made heretofore and hereafter."

Letter dated July 19, 1956 from C&W to NBC confirming the fact that after July 31, 1956 C&W would no longer represent L&M Tobacco on Dragnet. Effective August 1 McCann Erickson Agency representing the L&M. Responsible for the program. August 1, 1956 an assignment in the agreement from NBC to Cunningham & Walsh and McCann-Erickson.

Letter dated September 10, 1956 to McCann from NBC confirming the number of new films to be broadcast during the year commencing July 1, 1956 as 34 new and 19 repeats (the number of new from July 1, 1955 to July 1, 1956 39 repeats 13).

The total number of new films delivered during the entire term of the agreement shall thus be 198 inasmuch as Webb agreed to make three pictures in addition to the 195 originally committed by contract.

HLB:km
July 10, 1957

Note: On Federal Insurance Contribution Act there was an increase of \$94.50 (1/4 of 1% for the first \$4,200 of taxable income in a calendar year) effective January 1, 1957. Next Writer's Guild increase retroactive to January 1, 1957. Screen Extra's increase totalling \$4,024.78 covering a total of 48 films (episodes 151 to 198 inclusive). Average cost per film \$83.83.