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OF COUNSEL

August 11, 1982

Mr. Lars H. Lenck
400 South El Camino Real
Suite 580
San Mateo, California 94402

Re: NBC/Don Marketing Management
and Don Marketing Enterprises

Dear Mr. Lenck:

During our July 26, 1982 telephone conversation, you confirmed that Sohmer was in Burbank discussing matters with you and you requested that I forward a copy of the signed agreement to Mr. John Donovan and another copy to you. Accordingly, I enclose photocopy of the agreement as executed by both parties. Please note that the signature on behalf of NBC is almost illegible and you will note it was signed by Ray Timothy, President of NBC. A copy of the agreement with the actual pen and ink signatures remains in our office file.

Many months ago, I received a memorandum from Mr. John Donovan setting forth that you would be President of the California corporation, that Donovan would be Chairman of the Board, that Mr. Donovan would hold 75% of the stock as nominee for directors of the U.K. company and that 25% of the stock would be issued to you. The memorandum also discussed the establishment of a New York company and promised further explicit details. Further details were not received by me but the matter was reviewed in an exchange of telexes between Mr. Donovan and me. By January 6, 1982 telex Mr. Redhead authorized the organization of a Delaware corporation to enter into the contract with NBC. Accordingly, Don Marketing Enterprises, Ltd. was organized in Delaware and entered into the contract. The January 6, 1982 telex from Mr. Redhead requested that

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the Delaware and California corporations have identical officers and referred me to the above memorandum for additional details. My January 6, 1982 telex to Mr. Redhead pointed out that the memorandum only mentioned that you were to be President of the California corporation but did not indicate who would be Secretary and Treasurer and did not indicate who would be the directors. I pointed out that the same person could be both Secretary/Treasurer and that Delaware required only one director. I pointed out that I did not understand the statement in the memorandum that John Donovan would hold 75% of the shares as nominee for the directors of the U.K. company. I asked whether there would be some agreement between the U.K. shareholders and Donovan if Donovan was to serve as nominee. I pointed out the memorandum had furnished names of directors and officers for the New York company which was never organized but did not furnish such information with respect to the California company and, thus, the information was not available with respect to the Delaware company. My telex also confirmed that I was not to organize a New York corporation.

January 7, 1982 telex from Mr. Donovan stated that you should be the Secretary/Treasurer of the Delaware corporation, that John Donovan and you would each hold 25% of the stock, that Alfred E. Donovan would hold 26% of the stock and that Robert A. Donovan and Mr. Redhead would each hold 12% of the stock. Mr. Donovan further stated that the stockholdings and designations of directors were not important except for the fact that you were to be an officer and a 25% stockholder.

On February 2, 1982, I called Mr. Donovan and advised him that the U.K. company would have to be a stockholder of the Delaware company because the U.K. company would have to guarantee the contract with NBC and a corporation could not do so unless it was a stockholder. A February 3, 1982 telex from Mr. Donovan authorized me to amend the shareholdings in the Delaware corporation to indicate the U.K. corporation as a 75% shareholder. I thereupon amended the language in the guarantee in order to indicate this fact.

Accordingly, the U.K. company will own 75% of the stock and you will own 25%. I assume Mr. John A. Donovan or you can be President and Mr. Redhead or you (if you are not President) can be Secretary/Treasurer. I assume you will serve as director unless additional directors are required. The Delaware corporation is authorized to issue 1,000 shares, no par, but all the shares need not

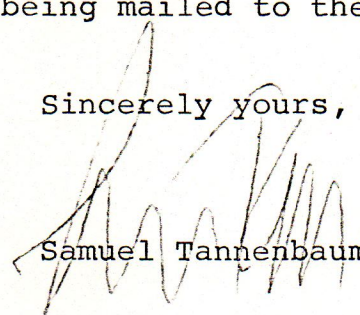
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be issued. Thus, 75 shares can be issued to the U.K. company and 25 shares to you.

I will need precise instructions as to the officers and directors and you will have to advise me of the capital contribution to be paid upon issuance of the stock. I would prefer that the capital contribution be deposited in a Delaware bank and certainly the contribution can be nominal. A copy of this letter and the agreement are being mailed to the attention of Mr. Donovan.

Sincerely yours,



Samuel Tannenbaum

ST:ED
encl.

cc: Mr. John Donovan
Don Marketing Management Ltd.

AGREEMENT

The National Broadcasting Company, Inc. ("NBC") and Don Marketing Enterprises, Ltd. ("DME") hereby agree as follows with respect to a promotional game (the "game", tentatively entitled "Who Speaks First", the details of which are more fully described in Exhibit A hereto) to be developed, owned, operated and administered by DME:

1. The Game:

A. Subject to the conditions set forth herein, NBC and DME will agree on a daytime program or programs which will be the subject of an "initial run" of the game. Pursuant to said agreement, NBC and DME will participate in an "initial run" of the game for a period of approximately six (6) months. The precise term of the "initial run" will be agreed to by the parties. The "initial run" will be conducted in various television broadcast markets to be specified jointly by the parties.

B. NBC's participation in the "initial run" of the game will be limited to providing DME with the following specified types of information regarding the particular NBC program(s) which are to be a part of said game: the names of the characters in said program(s); the times and dates of

anticipated Network transmission to NBC affiliates of such program(s); and call letters of NBC affiliates in the markets to be included in the contest. It is understood by and between the parties that NBC is not a developer, user, owner, promoter or operator of the game.

C. NBC's name, acronym, trademark, service marks or logos may be used by DME in connection with the game, or by any third party distributors with whom DME enters into distribution agreements, but only with the prior written consent of NBC. To obtain such consent, DME or such third parties will enter into agreements with NBC providing for suitable quality control, as well as other appropriate conditions.

D. NBC will finance no part of the game, either directly or indirectly.

2. NBC Option:

Upon the termination of the initial run, NBC shall have thirty (30) days in which to determine whether it wishes to enter into discussions with DME for continuation of the game on an extended basis (the "NBC determination period"). If NBC elects to enter into such discussions, it will so inform DME in writing and the parties will thereupon enter into good faith negotiations regarding the nature and terms of

such extension, including the duration of the extended game. If at the end of a thirty (30) day period from commencement of such discussions (the "discussion period"), the parties are unable to reach an agreement or a signed memorandum of agreement regarding the continuation of the game on an extended basis, DME may then offer the game or the concept embodied therein, and DME's services in connection with such game or concept, to other broadcasting entities. If the parties do agree to continue the game on an extended basis, the applicable terms of this Agreement, including provisions regarding exclusivity and indemnification, will apply to such extended run (the "game extension period").

3. The Term:

A. Except as reserved otherwise, the term of this Agreement shall be from the effective date hereof until the expiration of the latest of the following periods: (a) the 30-day "NBC determination period", (b) the 30-day "discussion period", or (c) the "game extension period", all as described in paragraph 2 hereof.

B. NBC Right to Terminate

NBC reserves the right to terminate this Agreement on fifteen (15) days prior written notice to DME in the event of

any formal judicial or administrative proceeding which raises substantial questions about the legality of the game in a court of competent jurisdiction, or by any federal, state, or local administrative agency. NBC may also terminate this Agreement in the event of any impropriety, fraud, deceit or wrongdoing by DME, its agents or its customers with respect to administration or promotion of said game. NBC agrees that it shall promptly notify DME of any judicial or administrative proceeding as described above which comes to its attention.

4. Exclusivity:

A. DME agrees on behalf of itself and any parent or subsidiary not to offer the game or the concept or idea embodied therein, or DME's services in connection therewith, to any other United States broadcasting or cable television entity or medium during the term of this Agreement. During such term, DME is prohibited from offering, selling, or consulting with, directly or indirectly, any other broadcast or cable entity——
——in the United States with respect to either the game or the concept or idea embodied therein.

B. NBC agrees that it will treat information and data supplied to it by DME about the game as confidential by efforts equivalent to the steps it takes to protect its own

information and data and will not disclose such information and data to individuals or entities other than NBC employees, officers or directors, except for data and information which already have been made public by DME or others or disclosure of which is required by law.

C. NBC further agrees that during the term of this Agreement and on condition that DME is not in breach of its warranty that it has all necessary rights in and to the game and the title "Who Speaks First", as set forth in subparagraph 7(F) below, NBC (a) shall not dispute the right of DME in and to the game and shall not raise claims in conflict with the rights of DME in and to the game; and (b) shall not participate in any promotional game whose basic concept is the same as that of "Who Speaks First".

5. All materials displayed, issued or used by DME or its customers with respect to the game (including but not limited to all advertising materials and gamepieces) shall indicate that all inquiries or questions regarding the game are to be directed to DME, or its agents, at DME's address. The gamepieces and promotional materials shall also bear the words, "NBC is not an operator or promoter of this game."

6. Changes of Schedule:

A. In the event NBC fails to transmit over its NBC Television Network facilities, or transmits for broadcast at a different time from that previously indicated to DME, any episode of the program or programs which are the subject of the game because of preemption, change of schedule, unavailability of technical facilities, defect or breakdown of lines or equipment, labor dispute, governmental action, or any other cause, NBC shall incur no obligation or liability to DME, its agents or assigns.

B. NBC shall not be obligated or liable in any way to DME in the event that either its affiliates or its owned stations fail to broadcast any episode of the program(s) as scheduled.

C. In the event NBC decides not to transmit any episode of the program or programs which are the subject of the game, it will use its best efforts to so notify DME prior to the regularly scheduled time for broadcast. In the event that any NBC affiliate or owned station decides not to broadcast any episode of the program(s) as scheduled, then NBC, promptly after becoming aware of this decision, will give notice thereof to DME.

7. DME Representations and Warranties:

DME represents and warrants that:

A. It is a duly organized corporation licensed to do business in the State of Delaware and any other state in which it purports to do business.

B. It or its customers shall be solely responsible for the payment of any federal, state or local taxes due as a result of the use or operation of said game.

C. It will furnish to NBC a written opinion of counsel confirming the legality of the game and NBC's participation therein, in each state and city covered by the "initial run" or by any subsequent extended run, prior to initiation of the game in each of the markets selected by the parties.

D. DME represents and warrants that it will conduct the game in a fair and honest manner, in accordance with the rules of the game, and in the manner described to the public. DME also represents and warrants that the game will be operated in compliance with all federal state and local legal and regulatory requirements, and in a manner consistent with the description of the game in opinions of counsel rendered to DME and delivered to NBC.

E. If elements of the game are altered by DME, DME will inform NBC of the changes and will undertake to obtain

opinions of counsel certifying that such changes meet all applicable legal and regulatory requirements.

F. DME has all the necessary rights to the game and the title "Who Speaks First", and NBC's participation in the game will not infringe upon the rights of any third party.

G. DME will, if requested by NBC, give NBC a copy of any contracts with DME's agents or assigns relating to the administration or promotion of the game.

8. Indemnification:

A. DME will indemnify, hold harmless and defend, at its expense and by attorneys of its choosing, NBC, its affiliated stations, each sponsor of the NBC programs referred to in the DME promotional plan, and the respective officers, directors, agents and employees of each, from and against any liabilities, actions, proceedings, claims, loss or damage caused by or arising out of NBC's involvement in the promotional plan. The defense of any claim, action or proceeding shall be controlled by DME or its insurer. Indemnitor will, upon the request of indemnitee, not unreasonably withhold consent for indemnitee to cooperate in the defense of any such claim. No settlement of any claim, action or proceeding will be made without the prior written consent of indemnitor or its insurer, which consent shall not unreasonably be withheld.

B. NBC agrees to give DME prompt notice of any such claim, action or proceeding after notice thereof is received by it. Any indemnitee and DME shall render full and prompt cooperation with and assistance to each other in connection with the defense of any such claim, action or proceeding and do all things necessary to successfully defend against the same.

C. DME will obtain and maintain in full force and effect, until the end of any and all DME promotional plans involving programs telecast over the NBC Television Network, comprehensive liability and "errors and omissions" insurance coverage, issued by a reputable insurance company, insuring DME's obligations hereunder for at least \$1 million.

D. It is agreed any applicable indemnities shall survive termination of this Agreement under section 3(B) above.

E. DME will furnish NBC with a copy of its insurance coverage and proof of its validity as furnished by said insurer.

9. All notices required to be given pursuant to this Agreement shall be in writing and shall be sent by registered or certified mail to the parties at the addresses set forth below:

If to NBC:

Law Department
Room 1022
30 Rockefeller Plaza
New York, New York 10020

If to DME:

43/45 Butts Green Road
Hornchurch
Essex
RM 11 2JX
England

and

DiFalco Amhurst Smithson
Tannenbaum & Duval, Esqs.
605 Third Avenue
New York, New York 10158

10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, all prior understandings being merged herein. All questions with respect to this Agreement shall be construed according to the laws of the State of New York, and the parties hereto consent to the jurisdiction of the courts of the State of New York over their person and over the subject matter of this Agreement. DME hereby irrevocably designates, appoints and empowers DiFalco Amhurst Smithson Tannenbaum & Duval, Esqs, 605 Third Avenue, New York, New York 10158 as its agent to receive for and on behalf of it service of process in any

legal action or proceeding with respect to this Agreement. This Agreement may not be changed, modified, renewed, extended, discharged or assigned except by an agreement in writing signed by the parties hereto or as specifically provided herein.

NATIONAL BROADCASTING COMPANY, INC.

By 

DON MARKETING ENTERPRISES, LTD.

By Harold H. Lench, President

Dated: Feb. 4, 1982

GUARANTEE

In consideration of National Broadcasting Company, Inc. entering into the foregoing Agreement with our 75% owned subsidiary, Don Marketing Enterprises, Ltd, the undersigned hereby unconditionally guarantees all of the obligations of Don Marketing Enterprises under the Agreement, and hereby waives (i) notice of acceptance hereof and of any defaults of Don Marketing Enterprises in the performance of any such obligations and (ii) any presentment, demand, protest or notice of any kind. The undersigned hereby agrees that said Agreement may be modified, amended and supplemented in any manner, and that no such

modification, amendment or supplement, and no invalidity of said Agreement shall release, affect or impair the liability of the undersigned hereunder.

Submission to Jurisdiction; Appointment
of Agent

The Guarantor agrees that any legal action or proceeding with respect to this Agreement against it may be brought in the courts of the State of New York, and by execution and delivery of this Agreement the Guarantor irrevocably submits to such jurisdiction, and hereby irrevocably designates, appoints and empowers DiFalco Amhurst Smithson Tannenbaum & Duval, Esqs, as its agent to receive for and on behalf of it service of process in any legal action or proceeding with respect to this Agreement.

DON MARKETING MANAGEMENT, LTD.

By

J. Monaghan Managing Director

Dated:

2nd February 1982

Exhibit A

The Game

Don Marketing Enterprises, Ltd. ("DME") has created and will market to establishments in the retail food and gasoline industries (hereinafter "DME's customers") a game of chance. Contestants in the game compare the speaking order of characters who appear on a specified television program with the character list on game pieces that they have obtained by visiting a participating retail outlet of one of DME's customers. Contestants are not required to make any purchase or take any action in order to play the game other than to visit a participating retail outlet to obtain game pieces. A winning contestant is one whose character list on the game piece matches the speaking order of the characters on the television program.

Contestants can determine whether their game pieces are winning pieces by viewing the specified television program or by comparing the serial numbers of their tickets against the list of winning serial numbers posted at participating retail outlets. To claim a prize, contestants must detach and retain one portion of the game piece and mail the remaining portion to a specified address.

WATCH DAYS OF OUR LIVES



& PLAY TV STARWORDS

Part
One:

Part
Two:

Watch programme scheduled to be televised on the above date to see if the
*STAR CHARACTERS listed speak in the exact sequence printed above.
*All other members of the cast are excluded from the sequences.

WINNING SEQUENCES

- | | |
|---|----------------|
| 1st Prize all names in part one & two in correct sequence | You Win \$5000 |
| 2nd Prizes 5 names in part one only in correct sequence | You Win \$1000 |
| 3rd Prizes 1st 4 names in part one in correct sequence | You Win \$10 |
| 4th Prizes 1st 3 names in part one in correct sequence | You Win \$1 |
- Only the prize for the highest winning sequence will be awarded in respect of any one ticket. Claims and abridged rules overleaf. No purchase necessary.

INSTANT WIN GAME

Match
of a kind **3**

Thousands
of Instant
Prizes to
be Won.

dolor in reprehenderit in
giat nulla pariatur. At vero eos
sent iuptatum delenit aigue
n provident, simil tempor sunt
dolor fuga. Et harumd dereud
nobis eligend optio congue
ossim omnis voluptas

13561800



Watch

DAYS OF OUR LIVES



and play T.V. Starwords

SPEAKING ORDER	1 AFTER HOUR GLASS	
	2 AFTER FIRST COMMERCIALS	

Watch Days of Our Lives televised on your local NBC Station on November 10 and scratch off to see if the *Star Characters listed speak in the exact sequence concealed above.

*All other members of the cast are excluded from the sequences.

WINNING SEQUENCES

1st Prize all names in part one & two in correct sequence	You Win \$5,000
2nd Prizes 5 names in part one only in correct sequence	You Win \$1,000
3rd Prizes 1st 4 names in part one in correct sequence	You Win \$10
4th Prizes 1st 3 names in part one in correct sequence	You Win \$1

Only the prize for the highest winning sequence will be awarded in respect of any one ticket. Claims and rules overleaf. No purchase necessary.