



PHILIP MORRIS

U.S.A.

120 PARK AVENUE, NEW YORK, N.Y. 10017-5592 TELEPHONE (212) 880-5000

MAY 5, 1995
~~June 29, 1994~~

Mrs. Bertha Perez
BSP
3319 West Creek Club
Missouri City, Texas 77459

Miller Lite Tejano Concert ~~TEXAS STREET SCENE~~

Dear Mrs. Perez:

This letter constitutes the agreement between Philip Morris Incorporated ("Philip Morris") and BSP ("Promoter"), regarding Philip Morris' sponsorship of the ~~Texas Street Scene~~ (the "Event") to be held ~~at Texas Avenue in downtown Houston, Texas on August 14, 1994.~~ *ON BEHALF ITS MARLBORO BRAND OF CIGARETTES* The terms of our agreement follow *AND CONDITIONS STATED UNDER THE* *IN THE FOLLOWING LOCATIONS ON THE DATE:*

INSERT Schedule → 1. Sponsorship Rights. As the exclusive tobacco sponsor of the Event, Philip Morris will be entitled to the following:

- (a) Exclusive tobacco sponsorship of the Event;
- (b) three promotional areas for ~~a 10' X 20' tent and two kiosks~~ *placements of* to be provided by Philip Morris, to be used for branded incentive item distribution ~~and product sales;~~
- (c) the right to hang banners and signage on and around the promotional ~~tent and~~ kiosks and at other locations at the site of the Event to be mutually agreed upon by the parties;
- (d) The exclusive right to conduct ~~tobacco sales~~ *Name generation Activities* and branded incentive item distribution among smokers twenty-one years of age and older at promotional locations at the site of the Event to be mutually agreed upon by the parties;

→ DALLAS, TEXAS AT ARTIST SQUARE - June 25, 1995
→ SAN ANTONIO, TEXAS AT LA VILLITA/MAVERICK PLAZA/PRESA STREET - July 3-4, 1995

MARLBORO BENSON & HEDGES MERIT VIRGINIA SLIMS PARLIAMENT LIGHTS PLAYERS SARATOGA CAMBRIDGE ALPINE MULTIFILTER
→ HOUSTON TEXAS AT SAM HOUSTON PARK - AUGUST 27, 1995

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~~(e) the right to fifteen (15) complimentary general admission Event passes and four (4) VIP passes;~~

(f) the right to recognition in media and print advertising placed in connection with the Event and to approve in advance all materials and announcements prepared by Promoter that mention Philip Morris or MARLBORO; provided, that the approval is effected on a timely basis.

2. Sponsorship Payment. For the rights and permissions granted under the Agreement, Philip Morris will pay Promoter ~~\$2,500~~ ^{\$22,500}. Philip Morris will pay Promoter ~~\$2,500~~ ^{\$11,250} within 10 business days of complete execution of the Agreement and submission of an invoice and ~~\$2,500~~ ^{\$11,250} upon submission of an invoice on August ~~21, 1995~~ ¹⁹⁹⁶.

3. Term. The term of the Agreement will commence upon its execution and continue through the completion of the Event. Philip Morris has the right to renew the Agreement, if the Event is held in ~~1995~~ ¹⁹⁹⁶, upon written notice delivered to Promoter on or before February 1, ~~1995~~ ¹⁹⁹⁶.

4. Exclusivity. Promoter will not enter into sponsorship agreements with any other manufacturer of cigarette or tobacco products, nor permit any signage, commercial identification or promotional activities of any other cigarette or tobacco products in connection with the Event, without the prior written consent of Philip Morris.

5. Independent Contractor. Promoter is and will remain an independent contractor and nothing in the Agreement will create a relation of principal and agent or employer and employee between Philip Morris and Promoter or any of its employees.

6. The MARLBORO Name. Promoter will have no right or interest in the MARLBORO name or the slogans, designs or logo-types associated with MARLBORO except the limited right to use pursuant to the Agreement. All use is subject to the advance approval of Philip Morris described in paragraph 1(f).

7. Indemnity. Promoter indemnifies and holds harmless Philip Morris, its affiliates and each of their respective officers, employees, directors and agents from any claim, liability, cost or expense, including reasonable attorneys' fees, that arise from or may be attributable to any error, omission or fault of Promoter. Promoter's obligation to indemnify and hold harmless will survive the termination or expiration of the Agreement.

8. Insurance. Prior to the commencement of the Event, Promoter will deliver to Philip Morris certificates of insurance evidencing coverage for (1) comprehensive general liability, including advertiser, spectator, participant, host liquor and contractual liability, with limits of no less than \$1,000,000 combined single limit for bodily injury, including personal injury and property damage; (2) comprehensive automobile liability including all owned, non-owned and hired

vehicles, with limits of no less than \$1,000,000 combined single limit; (3) statutory worker's compensation coverage meeting all state and local requirements; and, (4) employer's liability with limits of no less than \$500,000. The certificate of insurance required by subparagraphs (1) and (2) must name Philip Morris, its affiliates, employees and assigns as additional insureds and provide that Philip Morris must have at least thirty days' prior written notice of any cancellation or modification of the insurance. The insurance must be primary coverage without right of contribution from any other Philip Morris insurance.

9. Termination. If any federal, state, municipal or local law, regulation, ordinance, ruling or judgment becomes effective that makes the promotion of tobacco products as contemplated by the Agreement unlawful or impracticable or materially reduces the value of the Agreement to Philip Morris, the Agreement may be terminated by Philip Morris as of the date that the law, regulation, ordinance or ruling becomes effective, and Promoter will refund to Philip Morris all amounts paid to Promoter by Philip Morris during the Term. If the Agreement is so terminated, Promoter may deduct from the refund all nonrecoverable costs incurred by Promoter on behalf of Philip Morris.

10. Notices. Any notice given under the terms of the Agreement must be in writing and delivered by United States certified mail, return receipt requested, postage prepaid, and if to Promoter, at the address set forth above, attention: Ms. Bertha Perez, and if to Philip Morris, to Philip Morris Incorporated, 120 Park Avenue, New York, New York 10017, attention: Director, Events Promotions.

11. Governing Law. The Agreement shall be governed by the laws of the State of New York applicable to contracts made and entirely performed in New York.

12. Miscellaneous.

(a) Force Majeure, acts of God, or other causes beyond the control of either party delaying or causing the cancellation or delay of the Event will not subject Promoter or Philip Morris to any liability hereunder, except if, and to the extent, otherwise specifically provided herein.

(b) The Agreement may not be modified or amended except by a writing signed by both parties. No waiver of a breach of any term of the Agreement shall be deemed a waiver of any subsequent breach of that term or any other term or a general waiver.

(c) The Agreement may not be assigned by either party without the written consent of the other.

(d) This Agreement sets forth the entire agreement between the parties and supersedes all previous oral or written agreements between them on the subject matter of this agreement.

(e) Each party hereto will comply with all applicable Federal, state and local laws, regulations and ordinances affecting its activities hereunder including, but not limited to Title 15 U.S.C. §§ 1331 et seq.

If the foregoing accurately sets forth our understanding, please signify your acceptance and agreement by executing the enclosed copies of this letter and returning one countersigned copy to me.

Very truly yours,

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PHILIP MORRIS INCORPORATED

By: *Jana W. Buenar*

Title: _____

ACCEPTED AND AGREED AS OF
THE DATE OF THIS LETTER:

BSP

By: *Bertha Perez*
Bertha Perez

Taxpayer ID# 460347971

Filing Status EAT