

April 23, 1961

WED Enterprises, Inc.
2500 West Alameda Avenue
Pasadena, California

Attention: William H. D. Cottrell, President

Gentlemen:

This letter, when signed by an authorized officer of WED Enterprises, Inc., shall confirm the agreement between WED Enterprises, Inc. (hereinafter referred to in this second person singular as "you"), and Ford Motor Company (hereinafter referred to as "the Company") with respect to services which you will render to the Company during the period commencing January 1, 1961, and ending May 31, 1961, unless extended by amendment as hereinafter provided.

1. Services to Be Provided by You

You shall advise, consult, and provide services, under the general direction of the Company, in a program to research, develop, and formulate methods and means for presenting an attraction that the Company plans to sponsor at the New York World's Fair in 1964 and 1965. The program will be conducted over a five (5) month period, commencing January 1, 1961, and concluding May 31, 1961, and will include, in addition to specific show and exhibit ideas, subjects, in a general way, such as traffic patterns and flow, sponsor identification, exterior design, building interior, audience progress and participation and capacity requirements.

The five (5) month program will be divided into two phases entitled Story and Engineering, as outlined hereinafter.

(a) Story.

During this phase of the program, you shall establish a creative team to explore such general areas of interest as general concept of the attraction, story to be told, capacity requirements, area requirements, corporate image to be established and the selling aims. The team appointed by you shall work with a team to be appointed by the Company. This phase of the program shall be completed within thirty (30) days from commencement of the program, and upon completion you shall submit your plans in writing to the Company team. The Company team, after receipt and consideration of your plans, shall inform you promptly whether they are acceptable, and if they are acceptable, you shall proceed to the next phase of the program - Engineering.

If your plans are not acceptable, you will discuss the matter with the Company with a view to amending plans that are acceptable to the Company. The Company hereby acknowledges that the story phase of the project has been performed by you as of the date of execution of this agreement.

(b) Imaginations.

During this phase of the program, you shall proceed with preliminary design and layout, possibly including actual working models of the proposed attraction, if you deem such models necessary to the presentation of your proposal. You shall also prepare preliminary estimates of the costs of construction, operation and maintenance. Upon your completing your work in connection with this phase of the program, you shall make a presentation of your proposal to the Company, and in connection therewith, submit the preliminary design, layout, sketches, and artwork which you consider necessary for such presentation. You shall also submit in connection therewith a written report detailing the preliminary cost estimates which shall be based upon what you have proposed, without regard for contribution of exhibit, display and other materials which may be made by the Company.

2.

Charges to be Made

(a) The Company has paid to Walt Disney Productions the sum of Fifty Thousand Dollars (\$50,000.00), which sum Walt Disney Productions is authorized to pay over to you upon execution of this agreement by you and the Company. You shall use the aforementioned sum of Fifty Thousand Dollars (\$50,000.00) to defray costs incurred by you in connection with the program described in Paragraph 1 of this agreement. For the purposes of this agreement, "costs" shall be defined to include out-of-pocket disbursements made by you in connection with the program and the cost of time devoted to the program by your creative, artistic, and engineering employees, but shall not include any charge for the time devoted to the program by Mr. Walt Disney, or by other supervisory personnel, or by clerical or custodial employees. With respect to costs to be charged for time devoted to the program by each of your employees for whom a charge is to be made, the Company shall be charged an amount of money equivalent to one hundred twenty-seven percent (127%) of your payroll cost (which is defined as the hourly rate paid such employee by you) plus fifteen percent (15%) of such payroll cost (i.e., 127% plus 15% of 127%, or 146.05%) multiplied by the number of hours devoted to the program by such employee.

(b) At the expiration or termination of this agreement, you shall render to the Company a complete written accounting of the costs charged by you under this agreement, including the job title of each employee devoting time to the program, hourly rate, and the number of hours devoted to the program, and an itemization in detail of all disbursements made by you for the program. The name of each employee working on this program will be supplied to the Company in the event of audit.

(c) At the expiration or termination of this agreement, you shall pay to the Company a sum of money equivalent to the excess, if any, of the amount paid to you by the Company over the sum of all costs chargeable by you to the Company under this agreement.

(d) Before incurring costs in excess of Fifty Thousand Dollars (\$50,000.00) in the performance of the program, as described in Paragraph 1 of this agreement, which you anticipate charging to us, you agree to obtain our written consent to such additional costs.

3.

Termination by the Company

(a) The Company may terminate this agreement at will at any time by written notice given to you effective upon receipt by you of such notice, and in such event, you shall cease work upon the program and shall refund to the Company any sums due in accordance with the terms set forth in Paragraph 2 (c) hereof.

(b) In the event of termination by the Company pursuant to Paragraph 3 (a) above, the Company shall have no further obligation to you, nor shall you have any further obligation to the Company; and all ideas, plans, and other results of work performed by you shall be and remain your property.

Adoption of Plans, Specifications, and Estimates

4.

(a) If the Company approves the plans, specifications, and cost estimates submitted by you at the conclusion of the program, the Company shall have the right to utilize such plans, specifications, and estimates only in the event that the Company enters into contracts which provide for:

(1) Final estimates on cost for the attraction and the preparation of the final plans, working drawings, specifications, and detailed art work, and the supervision by you of the construction and installation of the attraction (not including the building that will house it) to be presented by the Company at the New York World's Fair, and

(2) Lease by the Company of an attraction at Disneyland, Inc., Anaheim, California, for a minimum period of five (5) years.

(b) It is agreed that, in the event that a contract for the supervision and construction of the attraction by you is entered into, it shall:

(1) Provide that the Company shall procure the site, construct the buildings, and landscape the grounds.

(2) Define the areas of responsibility to be assumed and the services to be performed by you and the fees to be paid to you (it being understood that the fees to be paid to you shall be as outlined in your presentation of estimated costs at the conclusion of the program).

(3) Delineate the areas of responsibility and the relationship between you and Minoru Yamazaki & Associates.

(c) With respect to the lease referred to in subparagraph 4 (a) (2) hereof, you represent that there are varying degrees of participation by sponsors at Disneyland, ranging at the present time in annual costs to sponsors from Fifty Thousand Dollars (\$50,000.00) to Three Hundred Fifty Thousand Dollars (\$350,000.00), and it is agreed that the Company shall have met the lease requirements of this agreement if it shall sponsor an attraction at Disneyland within the range of amounts being charged the sponsors at the time the lease agreement is entered into. However, nothing herein contained shall prevent the Company and Disneyland, Inc., from entering into an agreement concerning an attraction at Disneyland at a higher cost to the company than that being charged to other sponsors at Disneyland at such time. If the Company so elects, it is agreed that the Company shall meet its obligation to lease an attraction at Disneyland if it shall sponsor a duplicate of its New York World's Fair attraction at Disneyland. In any event, the sponsorship of an attraction by the Company at Disneyland may commence prior to, concurrently with, or subsequent to the New York World's Fair. At the present time standard institutional Disneyland leases provide among other things that:

(1) The term shall be for five (5) years irrespective of the attraction selected for sponsorship.

(2) The leased premises may be used for the purposes of publicizing the corporate image and promoting the fields of endeavor and activity of the Company.

(3) The Company shall respect the architectural design and decor of Disneyland Park and of the area within which the attraction is located and shall not make modifications or changes in the structure and attraction without first obtaining prior approval from Disneyland.

- (4) The Company shall keep it opened or displayed during the hours specified by Disneyland.
- (5) The Company shall have the responsibility of operating and maintaining the leased premises.
- (6) The Company shall obtain from Disneyland and pay for all utilities required for the operation of the attraction.
- (7) The Company shall not use the name "Disneyland" in its advertising and promoting of its participation at Disneyland without first obtaining prior approval and consent for such use from Disneyland.
- (8) The Company shall carry public liability and property damage insurance.
- (9) The Company shall restore the premises occupied by its attraction to substantially the same condition as existed prior to the installation.
- (10) Disneyland shall have the right to terminate a lease agreement in the event that the premises are partially or totally destroyed, and it shall have the right to re-enter leased premises in the event of termination for cause by Disneyland.

It is further understood and agreed that the lease and the details thereof are to be mutually agreed upon by the Company and Disneyland, Inc.

5.

Acknowledgment by You

You acknowledge that the Company has made arrangements with Minoru Yamasaki & Associates, 1025 E. Maple, Birmingham, Michigan, to design and provide the architectural services for the Company's New York World's Fair building.

You further acknowledge that the Company has retained, or may retain, the services of others to develop a World's Fair attraction for it and that the architect selected by the Company will or may work with such others as well as with you.

6.

Rights of Parties with Respect to Ideas, etc.

In order to clearly set forth the rights of the Company and you with respect to information, conclusions, ideas, or inventions, whether or not subject to protection by copyright, patent, or other means, contributed under this agreement, the words "attraction", "show", and "exhibit" shall have the following meanings wherever used in this agreement:

"Attraction" means the entire installation or display presented by the Company to the public and prepared by or contributed to by you.

"Show" means the portion of the attraction primarily devoted to the entertainment.

"Exhibit" means the portion of the attraction primarily devoted to the display or advertising of the Company's products.

- (a) All show ideas utilized in the attraction shall be and remain your exclusive property.
- (b) All exhibit ideas contributed by the Company shall remain the sole and exclusive property of the Company.
- (c) All exhibit ideas contributed by you shall remain your sole and exclusive property.
- (d) If the Company enters into the contracts provided by subparagraph (c) of Paragraph 4, it shall have the right to use, without additional charge therefor, show ideas contributed by you at its New York World's Fair attraction and at Disneyland. No other use of show ideas shall be made by the Company except as may be mutually agreed upon in the future.
- (e) If the Company enters into the contracts provided by subparagraph (d) of Paragraph 4, and in the absence of the Company's written authorization, you shall not use or permit others to use any show or exhibit ideas contributed by you if, as a result, the public would confuse such use with the Company, its products, or its attraction. It is understood, however, that you shall have the right to use or permit others to use techniques, processes, and applications included in the Company's exhibit, provided that such techniques, processes, and applications can be used in such manner that the public would not confuse such use with the Company, its products or its exhibit.
- (f) If the Company enters into the contracts provided by subparagraph (e) of Paragraph 4, it shall have the right to use in such manner and at such place or places as it may see fit, and without further agreement by you, titles, slogans, announcements, catch-words, phrases, music, and songs contributed by you, so long as such use will not utilize the name "Disney" in any form, nor use any characters normally associated in the public mind with Disney.

(c) In the event that the Company does not enter into the contracts referred to in subparagraph (a) of Paragraph 4, it shall not make use of any show or exhibit ideas contributed by you, except that it shall not be prohibited from using any methods or techniques which were neither new nor novel when contributed by you, and you shall have the right to use any ideas, methods, techniques, or applications contributed by you with such other parties and in such manner, and at such times and places, as you may elect.

7.

Disclosure of Confidential Matters

In view of the confidential relations which are contemplated between you and the Company, it is agreed that you will not disclose to others, without the written consent of the Vice President, Purchasing, of the Company, during the period of this agreement or thereafter, any of the information concerning the Company, its organization, personnel, business activities, policies, products, plans, or anything else which may be obtained or learned as a result of, or in connection with, the performance of this agreement. On the Company's part, it is agreed that it will likewise respect the confidential relationship created hereby and will not disclose to others such information concerning you without prior written consent of Mr. William H. D. Cottrell, or such other person as may be designated in writing by you. You and the Company shall each impose similar restrictions on all persons, firms, or corporations employed by you and it, respectively, in connection herewith.

3.

Exclusivity of Your Services

In the event that we enter into the contract specified in subparagraph (c) of Paragraph 4 hereof, you agree that you will not participate in the development of an attraction to be presented at the 1964 New York World's Fair for any other person, firm, corporation, or other entity which is a competitor of the Company. "Competitor" for the purposes of this agreement shall mean any person, firm, corporation, or other entity primarily engaged in the manufacture of automobiles or automotive parts, tractors or farm implements, and glass.

2.

Publicity with Respect to Your Participating in Preparation of New York World's Fair Attraction

It is agreed that any contract for your services in connection with an attraction for the Company at the New York World's Fair shall provide that the Company may publicize and use Walt Disney's name in publicity regarding the creation of the Company's attraction. Such publicity shall follow recognized and established practices necessary to preserve your trademarks and copyrights and shall conform to your and the Company's advertising standards. The Company shall furnish you with copies of all material used for such publicity.

-9-

Your Status - Independent Contractor

While the Company's right generally to direct the work and services to be performed by you hereunder is recognized by you, you shall, in all respects, to and remain an independent contractor, and your employees shall, at all times, to and remain your employees, subject to your rights of direction, control, and discipline.

11.

All Conditions Included Herein

Each party to this letter agreement represents that this letter agreement embodies the entire understanding between the parties and that neither is relying upon any representation by the other party that (i) would vary, modify, or enlarge upon the terms set forth herein, or (ii) has induced the execution of said letter agreement, it being specifically understood and agreed that the Company shall have no obligation to you, nor shall you have any obligation to the Company, other than the obligations expressly set forth in this letter agreement.

12.

Prior Agreements

This agreement supersedes all previous understandings or agreements between the parties and expresses the entire agreement between them.

13.

Amendments

Any amendments to this agreement must be in writing, and to bind the Company, must be signed by the Company's Vice President, Purchasing, and to bind you, must be signed by your President, Secretary, or Treasurer.

14.

Notices

Any notice required or permitted by this agreement, or given in connection herewith, shall be in writing and may be made by personal delivery or by first-class or registered mail, postage prepaid. Notices to the Company shall be delivered to or addressed to Vice President, Purchasing, The American Road, Dearborn, Michigan. Notices to you shall be delivered to, or addressed to Mr. William H. D. Cottrell, WED Enterprises, Inc., 2400 W. Alameda Avenue, Burbank, California. Either party by written notice to the other may designate a different address to which future notices shall be delivered or addressed.

New York Agreement

This agreement shall be governed in all respects by the laws of the State of New York.

If the foregoing agreement is acceptable to you, please so indicate by signing and returning a duplicate original and one copy, retaining a duplicate original and one copy for your files.

Accepted and Agreed to:
MID ENTERPRISES, INC.

Very truly yours,
FORD MOTOR COMPANY

By William M. D. Cottrell
President

By Earl G. Ward
Vice President, Purchasing