

A N A G R E E M E N T made the 4th day of June 1962

B E T W E E N THE PARLOPHONE COMPANY LIMITED of Hayes in the County of Middlesex (hereinafter called "the Company") of the one part and BRIAN EPSTEIN, c/o N.E.M.S. Ltd., 12-14, Whitechapel, Liverpool 1., (hereinafter called "the Manager") of the other part:

WHEREAS the Manager:-

- i. has under his control a group of Instrumentalists professionally known as THE BEATLES (hereinafter called "the Artists").
- ii. Acts herein on behalf of the Artists.
- iii. has represented to the Company that he is in a position to ensure the carrying into effect of the terms and conditions of the Agreement following:-

NOW IT IS HEREBY AGREED as follows:-

1. FOR the purpose of this Agreement the word "record" shall mean a gramophone record, magnetic tape or any other sound-bearing contrivance or appliance reproducing a performance by the Artists under this Agreement.

2. THE MANAGER shall procure that

- i. the Artists shall during a period of 1 (One) year computed from the 6th day of June 1962 attend at such places and times reasonably convenient to the Artists as the Company shall require and shall render such performances (whether alone or together with one or more other Artists) as the Company shall elect for reproduction in by or on any record. The minimum number of performances shall be sufficient to comprise not less than the equivalent of 6 (six) sides of a gramophone record manufactured to play at seventy-eight revolutions per minute (hereinafter referred to as "78 r.p.m.").
- ii. The Artists shall at the request of the Company repeat any performance for the purpose of producing in the opinion of the Company a perfect record.

3. THE MANAGER undertakes that Artists shall not:-

- (a) during the currency of this Agreement render any performance whatsoever, and

- (b) for the period of ten years immediately following the termination of this Agreement or any extension thereof perform any work recorded by the Company under this Agreement

for any person firm or corporation other than the Company whereby their performance might be recorded in any form from which any gramophone record magnetic tape or any other sound-bearing contrivance or appliance may be offered to the public.

4. SUBJECT as hereinafter mentioned the Manager shall be entitled to a royalty in respect of each record sold by the Company and any person firm or corporation authorised by it after deducting fifteen per cent (to cover records returned and/or damaged in transit and/or used for demonstration or advertising purposes) as follows:-

- (a) On a gramophone record manufactured to play at 78 r.p.m. reproducing -
- (i) On both sides performance by the Artists alone 1d (one penny) per record.
 - (ii) On both sides performance by the Artists together with other Artists a proportion of 1d (one penny) per record according to the number of other Artists.

In the case of such a gramophone record only one side of which reproduces the Artists' performance as aforesaid, the amount of royalty shall be one-half of the amounts set forth above.

- (b) In the case of any other record the same shall be deemed to consist of sections, each section comprising a double-sided 78 r.p.m. gramophone record or the equivalent thereof and royalty shall be calculated as above on each such section reproducing the Artists' performance.
- (c) The royalty rates mentioned above shall apply only to sales in the United Kingdom; on sales in territories outside the United Kingdom the rates shall be one-half of those set forth in (a) and (b) above.

Royalty as above shall be payable during the currency of this Agreement and thereafter during the life of the Manager or for 25 years from the date hereof whichever is the longer.

5. NOTWITHSTANDING the provisions of Clause 4 hereof, should the Artists perform in breach of the provisions of Clause 3 hereof then without prejudice to the Company's rights in respect of such breach the Manager shall immediately cease to be entitled to royalty on sales thereafter of any records.

6. THE Company shall deduct from royalty payments all amounts as are demanded from the Company in respect of such payments by the Governments of the respective countries in which records are sold.

7. NOTWITHSTANDING anything herein contained the Company's obligation hereunder to pay royalty shall be limited in respect of sales of records in countries where currency restrictions are enforced to the amount of such royalty as the Company receives from its distributors in those countries.

8. THE Company shall furnish to the Manager quarterly a statement showing the number of records sold during such quarterly period after making the deductions aforesaid and the amount of royalty due in respect thereof and subject to the Provisions of Clause 5 hereof the Company shall thereupon pay such amount to the Manager and such payment shall be a complete discharge of the Company's liability to make any payments hereunder.

9. THE Company shall be entitled to the sole right of production, reproduction, sale (under such trademarks as it may select), use and performance (including broadcasting throughout the world by any and every means whatsoever) of records manufactured in pursuance of this Agreement.

10. THE Company shall at all times have the right at its discretion to decide whether and/or when to commence or discontinue or re-commence the said production, reproduction, sale, use and performance of records manufactured in pursuance of this Agreement, and the irrevocable right and licence to use and publish the Artists' names and photographs for labelling, cataloguing and exploiting the said records AND to authorise any other person firm or corporation to do any or all such acts and things.

11. THE Company shall be entitled to continue this Agreement for 3 (three) successive periods of 1 (one) year each upon giving notice in writing to the Manager. Any notice given under the provisions hereof shall be given before the expiration of this Agreement by registered letter and sent to the address of the Manager last known to the Company. The said notice shall be deemed to have been received by the addressee upon the day on which it would have been received in the course of normal post. Should this Agreement be extended for a further first period of one year then in respect of records reproducing performances recorded by the Artists during such first extended period the royalty referred to on Cl. 4(a) hereof shall be increased to 1½d. (one penny farthing). In the case of any further extension then in respect of records reproducing performances recorded by the Artists during such further extension the said royalty shall be increased to 1¾d (three half pence).

12. THIS Agreement shall be governed by English Law and the High Court of Justice in England shall be the Court of Jurisdiction.

IN WITNESS whereof THOMAS HULPHREY TILLING on behalf of the Company and BRIAN EPSTEIN have hereunto set their hands the day and year first above mentioned.

SIGNED by the said

THOMAS HULPHREY TILLING

T.H. Tilling

in the presence of:-

~~E. Lewis~~

SIGNED by the said

BRIAN EPSTEIN

Brian Epstein

in the presence of:-

T. Wooler

C/H/EFH/JMH

REGISTERED

31st May, 1963

Mr. Brian Epstein,
c/o N.E.M.S. Ltd.,
12-14 Whitechapel,
Liverpool 1,
Lancashire.

Dear Mr. Epstein,

Referring to the Agreement between us dated 4th June 1962 regarding The Beatles, we beg to give you notice that we hereby continue such Agreement for a further period of one year, that is to say from 6th June 1963, on the terms and conditions set out in such Agreement EXCEPT THAT the royalty rate mentioned in Clause 11 as $1\frac{1}{4}$ d (one penny farthing) and subsequently $1\frac{1}{2}$ d (three half pence) shall be increased to 2d (two pence) in respect of records reproducing performances recorded by The Beatles during the extended periods.

Yours truly,
THE PARLOPHONE COMPANY LIMITED

sgd. George H. Martin

G. H. Martin

RECEIVED the notice of which the above is a copy this
6th June
.....day of.....1963

Brian Epstein
Signed.....

Mr. Brian Epstein,
c/o N.E.M.S. Ltd.,
Sutherland House,
5/6 Argyll Street,
London W.1.

11th March, 1964.

Dear Mr. Epstein,

Whereas there is in existence between us an agreement in respect of recording performances of The Beatles, and whereas it is our mutual desire that records carrying certain of those recordings should be distributed to the public in South Africa through our Record Club, we hereby make you the following offer:

- (1) That we may select any of those recordings made or to be made for us, for distribution through our Record Club in South Africa only.
- (2) That in respect of such recordings so distributed, notwithstanding anything to the contrary in our existing agreement or in previous agreements with you, we will pay you a royalty on all such records purchased by members of the said Club at the rate of one penny per double sided record at 78 r.p.m. and proportionately in accordance with the said agreement.
- (3) Save as aforesaid all the terms and conditions contained in our aforesaid agreement will apply to all records carrying performances of The Beatles distributed through the said Club.

If you do so agree, will you please sign at the foot of the enclosed carbon copy of this letter and return it to us.

Yours truly,
THE PARLOPHONE COMPANY LIMITED.

sgd. George H. Martin

George H. Martin.

Brian Epstein

9th June, 1964

Signed:

Date

N E M S ENTERPRISES LTD

Sutherland House, 5/6 Argyll Street, London, W.1.

E.M.I. Records Ltd.,
Hayes,
Middlesex,
ENGLAND.

9th April, 1964

Dear Sirs,

I refer to my contracts with you for the recording services of the following artistes:-

THE BEATLES
GERRY AND THE PACEMAKERS
BILLY J. KRAMER
THE DAKOTAS
CILLA BLACK
THE FOURMOST
SOUNDS INCORPORATED

I would request you to draw any cheques in settlement of fees, salaries etc. in favour of Nems Enterprises Ltd., and not myself personally.

Yours faithfully,
for Nems Enterprises Ltd.

sgd. Brian Epstein

Brian Epstein

REGISTERED.

Mr. Brian Epstein,
c/o N.B.M.S. Enterprises Ltd.,
Sutherland House,
37/6 Argyll Street,
London, W.1.

12th May, 1964.

Dear Mr. Epstein,

Referring to the Agreement between us dated 4th June, 1962 as extended and amended regarding "The Beatles", we beg to give you notice that we hereby continue such Agreement for a further period of one year, that is to say from 6th June, 1964 on the terms and conditions set out in such Agreement.

Yours faithfully,
THE PARLOPHONE COMPANY LIMITED.

sgd. George Martin

G.H. Martin.

RECEIVED the notice of which the above is a copy this
15th May
..... day of, 1964.

Signed: Brian Epstein
.....

23rd April, 1965.

MISS P. BRITT

c.c. Mr. J.W. White
Mr. J.B. Kerr
Mr. F.J. Marks

RE: W.R.C. - NEW ZEALAND - THE BEATLES

This is to let you know that I have told Mr. Wyness that he may release Beatles' albums through his Club in New Zealand but that he must pay on all such album releases the full royalty of 1d per track - that is 2d per double-sided single equivalent - to E.M.I. Records Ltd. and that he must pay that royalty on every Beatles record released through his Club.

Moreover I have said that he must not use Beatles' albums as premiums or give-aways.



C/I/MB

L.G. Wood
E.M.I. Records Ltd.

REGISTERED

Mr. Brian Epstein
c/o N.E.M.S. Enterprises Ltd.,
Sutherland House,
5/6 Argyll Street,
London, W.1.

3rd June, 1965

Dear Mr. Epstein,

Referring to the Agreement between us dated 4th June, 1962 as _____ and amended regarding "The Beatles", we beg to give you notice that we hereby continue such agreement for a further period of one year, that is to say from 6th June, 1965 on the terms and conditions set out in such Agreement.

Yours faithfully,

THE PARLOPHONE COMPANY LIMITED

Sgd. L.G. Wood

L.G. Wood

RECEIVED the notice of which the above is a copy this

..... day of1965

Signed

CONFIDENTIAL

3rd June, 1955

Mr. Walter Epstein,
c/o I.L.P.L. Enterprises Ltd.,
Rutherford House,
1/2 Regent Street,
London, W.1.

Dear Mr. Epstein,

Referring to the Agreement between us dated 14th June, 1952 as amended and entitled regarding "The Beatles", we beg to give you notice that we hereby confirm such agreement for a further period of one year, that is to say from 14th June, 1955 on the terms and conditions set out in such Agreement.

Yours faithfully,
THE PATENT OFFICE OF GREAT BRITAIN

sgd. L.G. Wood

Date 1955

RECEIVED the notice of which the above is a copy this

..... day of 1955

Signed

Dated: SEP 21, 1965

CRI-F-51

CAPITOL RECORDS, INC.
1750 North Vine Street
Hollywood, California 90028

Gentlemen:

You and the undersigned (called "EMI") are parties to a contract made as of January 1, 1958 which, among other things, relates to the manufacture of records from EMI matrices and the distribution and sale of such records, as amended (called the "Contract").

This will confirm our agreement to amend the Contract in the following respects effective August 5, 1965:

1. Delete the first six lines of the third WHEREAS clause and substitute therefor the following:

"WHEREAS, Capitol is desirous of manufacturing and causing to be manufactured phonograph records from matrices supplied by EMI and of distributing and causing to be distributed the said phonograph records (which are referred to in this Agreement as "EMI PRODUCTS") to customers located in the United States of America, its territories and possessions and in Mexico and the Dominion of Canada (referred to in this Agreement as "CAPITOL CUSTOMERS")"

2. After the words "United States, its territories and possessions" in the third and fourth lines of Paragraph 3.b., add a comma and the word "Mexico" so that the third and fourth lines read:

"EMI will be manufactured in record plants located in the United States, its territories and possessions, Mexico, the Dominion of Canada and in such"

3. Delete Paragraph 4.(b) in its entirety and substitute therefor the following:

CAPITOL shall pay to EMI: (i) a pressing license fee equal to five percent (5%) (or such other percentage as the Companies mutually agree upon) of the applicable retail sales price generally current in the country of manufacture at the time of sale computed upon all records sold by CAPITOL, its

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jfb*


Canadian subsidiary or its affiliated company in Mexico, which were manufactured by any of them from matrices supplied to CAPITOL under this Agreement; and (ii) a sum equivalent to the artists' fees and all other fees or royalties for which EMI may be or may become obligated by reason of the phonograph records manufactured by or for CAPITOL, its Canadian subsidiary or its affiliated company in Mexico, from matrices supplied by EMI under this Agreement; provided, however, that copyright, composer and lyricist royalties will be paid directly to the persons entitled to receive said royalties.

4. Notwithstanding anything to the contrary therein, the Amendment to the Contract dated January 1, 1958 shall have no application to Capitol's rights in Mexico.

Each and every one of the other terms and conditions of the Contract shall be and remain as they now are and this document shall change the Contract only so far as specified herein.

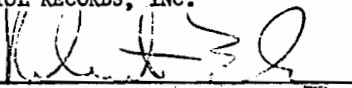
Yours very truly,


ELECTRIC & MUSICAL INDUSTRIES LIMITED

By 
Title Divisional Director
An Authorized Officer

AGREED:

CAPITOL RECORDS, INC.

By 
Title Secretary
An Authorized Officer

The greatest recording  organisation in the world

20221/1

E.M.I. RECORDS

(The Gramophone Company Ltd)

TEL: HUNTER 4488

TELEX No: 22643

E.M.I. HOUSE · 20 MANCHESTER SQUARE · LONDON, W. 1

IRLAND TELEGRAMS: EMIRECORD, LONDON TELEX · CABLES: EMIRECORD, LONDON, W.1

PLEASE REPLY TO P.O. BOX I.E.S., LONDON, W.1

RHW/lt

8th April, 1969.

George Harrison, Esq.,
John Winston Lennon, Esq.,
James Paul McCartney, Esq.,
Richard Starkey, Esq.,
c/o 3 Savile Row,
LONDON W.1.

Dear Sirs,

I refer to the Recording Agreement of the 4th of June, 1962 made between The Parlophone Company Limited and Brian Epstein, which contract has been assigned by The Parlophone Company Limited to The Gramophone Company Limited. Under this contract you recorded "Nowhere Man" which you have requested us to issue in the United States of America as part of a long playing record to be issued for the benefit of "Do It Now Foundation".

I shall be pleased if you will formally authorise the issue of this recording upon the above terms and agree that in respect of that record no royalty shall be payable to you.

~~You appreciate that the Recording Agreement was made with Brian Epstein and you have recently instructed us that you are entitled either individually or through a company which you control to the benefit of the said Agreement. You are aware of the competing claim by Wendell Phillips Limited to the benefit of the said Agreement and therefore ~~we~~ you please indemnify the company against all claims costs demands or proceedings which may be incurred or sustained by the company by any person firm or corporation claiming for or on behalf of Brian Epstein.~~

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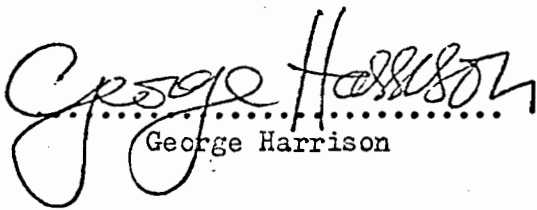
Will you please sign and return the enclosed copy of this letter.

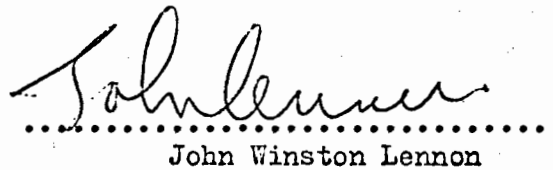
Yours faithfully,

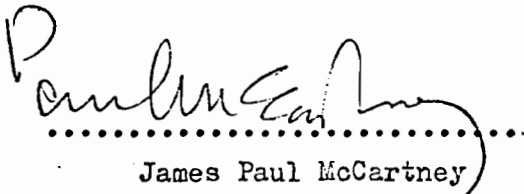


R. H. White.

We hereby authorise and indemnify you under the above terms


.....
George Harrison


.....
John Winston Lennon


.....
James Paul McCartney


.....
Richard Starkey