THE FIRM
OF
ABRAHAM L. BIENSTOCK

ABRAHAM L. BIENSTOCK
SIDNEY O. FRIEDMAN
HERBERT S. GROSSMAN
SETH E. FRANK
HAROLD P. REICHWALD
EMIL SEBETIC

LAW OFFICES
29TH FLOOR
90 BROAD STREET
NEW YORK 10004
(212) DIGBY 4-0760

CABLE ADDRESS "MANFALD"

June 26, 1975

Mr. Walter Prude
Executive Vice President
Hurok Concerts Inc.
1370 Avenue of the Americas
New York, New York 10009

Dear Mr. Prude:

This will confirm our telephone conversation relating to the proposed contracts for Mr. Rubinstein's 1975-76 tour which you sent to us and which we have reviewed.

We understand you are submitting to Mr. Rubinstein for his approval the full schedule of proposed dates and places and that you will await his approval before signing any of the contracts.

We also suggest you obtain Mr. Rubinstein's views regarding the piano to be used at each performance. We have noted that your form of contract provides in most instances that the local manager will furnish, properly tuned, one Steinway concert grand piano in first class condition and that you will endeavor to make such provision uniform in all the contracts. As you know, Hurok Concerts Inc. is obligated under its contract with Mr. Rubinstein to bear all expenses in connection with supplying pianos of his choice.

We also have noted that the contracts for Los Angeles, San Francisco and Cleveland require union membership of Mr. Rubinstein, that the Los Angeles contract contains a provision whereby Mr. Rubinstein indemnifies the local manager in connection with material furnished by Mr.

Rubinstein and that contracts with the Philadelphia and Cleveland Orchestras require Mr. Rubinstein to furnish the orchestra scores. While you have indicated that these provisions create no problems as Mr. Rubinstein satisfies the requirement of union membership and the repertoires are all standard works in the public domain which do not give rise to any royalties and the orchestra scores of which are furnished by the Philadelphia and Cleveland Orchestras from their own libraries, nevertheless as a precaution you may wish to clear these points with Mr. Rubinstein before the contracts are signed.

We also understand that the performances in Portland, Oregon, Washington, D.C., Cincinnati, Detroit and Houston will take place in the evening and the contracts will so provide and that you will delete the contract provision permitting broadcasting and recording of the concert with the Cleveland Orchestra (¶5).

You also have indicated that the fee for Janina Fialkowska in Cleveland will be set forth in a supplemental letter to the contract.

Please keep us informed of developments.

Sincerely,

Seth E. Frank

SEF:df