

AGREEMENT

WHEREAS, the Screen Actors Guild (hereafter "the Guild"), on behalf of the individuals it represents as Collective Bargaining Representative, on the one hand, and the undersigned companies, on the other hand, wish to resolve a dispute that has arisen concerning the appropriate allocation of certain monies attributable to Video Levies or Blank Taping Levies and/or Video Rental Levies under foreign laws; and WHEREAS, the settlement of this dispute is without prejudice to any position previously taken or which may be taken at the termination hereof by any of the parties hereto concerning matters contained in this settlement agreement;

NOW, THEREFORE, it is agreed:

1. Definitions: The following terms or words used herein shall be defined as follows:
 - (a) "Collective Bargaining Agreement(s)" means and includes the Producer-Screen Actors Guild Codified Basic Agreement of 2001 and the Screen Actors Guild Television Agreement of 2001, and any predecessor or successor agreement(s) thereto.
 - (b) "Covered Performers" shall mean any performer covered by any of said Collective Bargaining Agreement(s).
 - (c) "Foreign Country" shall mean any country of the world other than the United States of America.
 - (d) "Video Levy" shall mean a levy established by the law of a Foreign Country, whether now existing or hereafter adopted, for the reproduction of copyrighted works on blank tapes, discs or similar mediums for private use, (e.g., Law on the Intellectual Property Code (Legislative Part), Law No. 57-298, as last amended (France); Article 54, Copyright Statute of September 9, 1965 as last amended (Germany)).
 - (e) "Video Rental Levy" shall mean a levy established by the law of a Foreign Coun-

try, whether now existing or hereafter adopted, for the rental to the public by retail stores of prerecorded video cassettes, video discs or similar mediums (e.g., Article 27, German Copyright Statute of September 9, 1965, as last amended).

(f) "Performers' Share" means that portion of the monies collected pursuant to any Video Levy and/or Video Rental Levy which is specifically designated by statute, regulation or practice for distribution to a class designated as performers, is paid to an undersigned company (or to the Guild) and is attributable to motion pictures covered under said Collective Bargaining Agreement(s) ("Covered Pictures"). (Examples of the manner in which the Performers' Share is calculated with respect to the Video Levies in France and Germany are attached hereto as Exhibit "A.")

(g) "Producer's Share" means that portion of the monies collected pursuant to any Video Levy and/or Video Rental Levy which is specifically designated by statute, regulation or practice for distribution to a class designated as producers, is paid to an undersigned company and is attributable to motion pictures covered under said Collective Bargaining Agreement(s).

2. Guild Participation: Each of the undersigned companies hereby agrees that the Guild, on behalf of Covered Performers, shall receive the sum of fifty percent (50%) of any Performers' Share obtained from Video Levies and Video Rental Levies in Foreign Countries. (Examples of the manner in which the Performers' Share is calculated with respect to the Video Levies in France and Germany are attached hereto as Exhibit "A.") Any claim by the Guild to a percentage of such levies not designated as the Performers' Share (e.g., the "Producer's share" or the "Authors' share") is expressly waived for the duration of this Agreement.

3. Filing Claims: All claims to the Performers' Share of any Video Levy or Video Rental Levy shall be filed in the first instance by the undersigned companies or their representatives,

on their own behalf and on behalf of the Guild, as representative of Covered Performers. If no claim for the Performers' Share has been filed by the undersigned companies or their representatives within six months after such claim is permitted in a Foreign Country, or if the undersigned companies are precluded for any reason from filing such a claim or from collecting such Performers' Share, the Guild may seek to collect the Performers' Share in such Foreign Country and shall so advise the undersigned companies. In any event, the allocation of the Performers' Share shall be in accordance with Paragraph 2 above and, as to any monies collected by the Guild, the Guild shall promptly remit the balance due to the undersigned companies after deducting the applicable percentage payment required under Paragraph 2 above.

4. Collecting Societies: The undersigned parties agree that each may retain a collecting society to represent its interests in Foreign Countries and that such collecting societies shall participate in the collection and distribution of Video Levy and Video Rental Levy monies on behalf of each party. While the specific mechanics of such participation in the collection and distribution will be agreed to subsequently by the parties, it is understood that the participation by the collecting societies representing the undersigned companies in the collection and distribution of such monies will not result in any surcharge or fee to the Guild from the collecting societies representing the undersigned companies. Likewise, as to any monies collected by the Guild there shall be no surcharge or fee to the undersigned companies from the collecting societies representing the Guild.

5. Increased Shares for U.S. Interests: The parties agree to work together to increase the shares presently allocated or distributed to United States interests in those countries where Video Levies or Video Rental Levies exist. However, in the event the Performers' Share, as established in any Foreign Country, is subsequently reduced by virtue of both (a) efforts on the part of the undersigned companies or their representatives seeking such a result, and (b) an

increase in the "Producer's share," then the amount of the Performers' Share for purposes of calculating the applicable percentage payment provided under Paragraph 2 above shall be adjusted so as to offset the reduction, thereby maintaining the pre-existing percentage of Performers' Share in relation to all shares.

6. Allocations to Motion Pictures: Monies received from Video Levies and Video Rental Levies shall be allocable to the specific motion pictures for which they are paid. The Guild shall be responsible for allocating to the Covered Performers of such motion pictures the amounts paid to the Guild pursuant to Paragraph 2 above and for paying such amounts to the Covered Performers. For purposes of this provision and this Agreement, SAG agrees, to the extent there are distributions, to allocate and distribute the Levies to those cast members of Covered Pictures who are not subject to the Collective Bargaining Agreement(s). In order to effectuate the provisions of Paragraph 8 below, the Guild shall, on an annual basis, supply each of the undersigned companies with a list showing the name of each Covered Performer who is allocated monies hereunder, the name of the motion picture for which monies are allocated and the amount allocated. With respect to any such lists required under predecessor Agreements but not yet submitted to the undersigned companies, SAG agrees to submit all outstanding lists to the undersigned companies no later than six (6) months from the date of execution of this Agreement. It is expressly understood that the Guild may deduct not more than fifteen percent (15%) of the total sums payable to the Guild pursuant to Paragraph 2 above and retain the same as an administrative fee and, further, that the Guild may use some or all of the sums payable pursuant to Paragraph 2 above for any institutional or "social" purpose.

7. Crediting Against Gross Participations: If the employment agreement of any Covered Performer who is entitled to monies under the terms of this settlement agreement requires that the compensation of such Covered Performer be based, in whole or in part, upon or measured