

LICENSE AGREEMENT dated as of this 1st day of November, 1990 by and between RCA/Columbia Pictures International Video having its principal office at 711 Fifth Avenue, New York, NY 10022 ("Licensor") and Pathe-Nordisk AS as having its principal office at Skalbaekgade 1, 1717 Copenhagen V, Denmark ("Licensee").

WHEREAS, pursuant to the terms and conditions hereof Licensor wishes to grant to Licensee, and Licensee wishes to obtain from Licensor, the right to sell a certain "Program" on "Videocassettes" (as such terms are hereinafter defined);

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereby agree as follows:

ARTICLE I - DEFINITIONS

The following terms shall have the meanings specified:

1.1 "Availability" with respect to the Program shall mean the formats, versions and periods of time commencing with the date specified in a notice from Licensor to Licensee and ending the earlier of (a) the date likewise specified as the date on which Licensor's relevant rights in that Program expire, or (b) the expiration of the Term (as this term is hereinafter defined) in which Licensee shall have the right to distribute Videocassettes of the Program in the Territory pursuant to this License Agreement. During its Availability, the Program is "Available".

1.2 "Home Entertainment Exhibition" shall mean the home use, non-public exhibition of Videocassettes in private homes and residences where no admission fee is charged only. Home Entertainment Exhibition shall not include any exhibition, whether private or public, which is delivered, in whole or in part, by means of any broadcast, microwave transmission, cable transmission or any other remote signal transmission method now known or hereafter devised. Home Entertainment Exhibition shall not include, among other things, any form of theatrical or non-theatrical exhibition, free television, pay television (including, but not limited to, pay-per-view) or any public performance.

1.3 "Gross Receipts" shall mean any and all amounts invoiced by Licensee, its affiliates, subsidiaries and Permitted Subdistributors (as this term is hereinafter defined) from the sale, lease, or rental of Videocassettes containing the Program received by dealers, but excluding sales taxes and other similar taxes.

1.4 "Laboratory" shall have the meaning set forth in Paragraph 2.5.

1.5 "License Agreement" or "Agreement" shall mean this agreement.

1.6 "Permitted Subdistributors" shall mean such entities as Licensor may approve in writing at Licensee's request, each of which has entered into a bona fide agreement with Licensee for the distribution of Videocassettes in the Territory. Scandinavia Media Alliance in all countries of the Territory and SF/Video Express H.B. in Sweden, Norway and Denmark shall be deemed a Permitted Subdistributor subject to the same terms and conditions contained herein, i.e., Scandinavia Media Alliance and SF/Video Express H.B.'s gross receipts shall be deemed Licensee's Gross Receipts for purposes herein. Any "Affiliate", defined as any company controlled or owned by Licensee by more than fifty percent (50%) of the votes or stock, shall be considered a Permitted Subdistributor.

1.7 "Program" shall mean the feature film entitled THE ADVENTURES OF BARON VON MUNCHAUSEN which Licensor has licensed to Licensee pursuant to this License Agreement for the purposes and on the terms and conditions contained herein.

1.8 "Term" shall mean the term of this License Agreement specified in Article III.

1.9 "Territory" shall mean Denmark, Finland, Norway and Sweden.

1.10 "Videocassettes" shall mean copies of the Program in all formats of one-half inch (1/2") videocassettes in the PAL television system in the Danish, Finnish, Norwegian and Swedish subtitled language version only.

1.11 "Withdraw, Withdrawal, Withdrawn" shall have the meanings given such terms in Paragraph 10.1.

Article II - Rights Granted

2.1 Grant. Subject to the terms and conditions contained in this License Agreement, Licensor grants to Licensee the exclusive license under copyright to manufacture, sell, advertise and promote Videocassettes containing the Program in the Territory for Home Entertainment Exhibition during the Program's Availability in the Territory.