

Dovemead Limited

Please reply to: **PINEWOOD STUDIOS, IVER HEATH, BUCKS.**

Phillip Morris Europe, S.A.,
Brillancourt 1006,
Lausanne,
Switzerland.

18th October 1979.

For the attention of Mr. P. McNally

Dear Sirs,

Re: "SUPERMAN II" - THE MOVIE

This letter confirms the agreement that has been reached between our two companies whereby we have agreed to include in our feature film currently entitled "SUPERMAN II" (the Film) exposure of the Marlboro brand name (the Material) on the following terms and conditions:-

1. The exposure of the Material referred to above shall be effected in a major scene in the Film involving "Ursa" (Sarah Douglas), "General Zod" (Terence Stamp) and "Superman" (Christopher Reeve) and will be filmed in accordance with the shooting script in scenes presently numbered 333 through 341, a copy of which is attached. The size of the billboard referred to in the relevant scenes will be approximately 20 feet by 10 feet and will be illuminated.
2. We shall have absolute discretion as to the final content of the Film and all artistic and technical decisions over all aspects of production and post production of the Film.
3. In consideration of our agreement set out above, you hereby agree and undertake that:-
 - (a) You will provide to us without any charge therefor and in due time as we shall notify you all necessary material and art work etc., that we may reasonably require to enable us to comply with our agreement hereunder provided that if production of the Film so requires we shall be entitled to reproduce at our expense other material using the Marlboro logo style as used on the samples of your Company's products and/or advertising material which you will supply to us.

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3. (b) In consideration of the exposure of Material referred to in Clause 1 above, you agree to pay us the sum of £20,000 (twenty thousand pounds sterling) in the following instalments:-
- (i) £7,000 (seven thousand pounds sterling) upon signature hereof
 - (ii) £13,000 (thirteen thousand pounds sterling) upon viewing and approval by you at Pinewood Studios, England, of the edited footage containing the exposure referred to in Clause 1 hereof to be included in the release print of the Film.
 - (iii) This approval shall be limited to verifying that the Marlboro brand name appears as defined in scenes 333 through 341. It being understood that the large billboard referred to therein is bearing the Marlboro brand name.
- (c) All sums referred to above are exclusive of Value Added Tax, and if V.A.T. is chargeable thereon, you will pay such V.A.T. forthwith upon presentation of a proper V.A.T. invoice.
4. If there is any reference in the edited footage of the whole film that might reasonably be construed as detrimental to the Marlboro brand name, we shall remove all exposure of the Material from the release print of the Film.
5. (a) If exposure of the Material as specified in Clause 1 hereof is not included in the release print of the Film, or if approval by you in accordance with Clause 3(b)(iii) hereof is not forthcoming, we shall repay to you all monies paid by you to us under Clause 3(b) hereof not later than 60 (sixty) days after the Film is completed and is in all respects ready and available to the principal distributor(s) of the Film.
- (b) You specifically agree that apart from our obligation to you under Clause 4 and 5(a) hereof, we shall be under no obligation or liability to you whatsoever.
6. Both parties agree to do such further things and to execute such further documents as may be necessary to give effect to the foregoing provisions of this Agreement.

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7. This Agreement shall in all respects be governed by the Laws of England.

Would you please signify your approval to the foregoing by signing and returning the enclosed duplicate copy of this letter.

Yours faithfully,
for & on behalf of
DOVENEAD LIMITED

PIERRE SPENGLER

Agreed and Accepted
for & on behalf of
PHILLIP MORRIS EUROPE S.A.

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