

May 9, 1997

Crocodile Productions  
1450 Fashion Island Blvd.  
San Mateo, CA 94404  
Attn.: Business Affairs

To Whom It Concerns:

I have read the attached letter agreement (the "Letter Agreement") dated May 9, 1997 from you to Ginger Pix Inc. ("Lender") and, as an inducement for you to enter into the Letter Agreement, I hereby represent, warrant and agree, as follows:

1. I am familiar with all of the terms and conditions of the Letter Agreement and I hereby consent to the execution thereof. I shall perform and comply with all of the terms, conditions and obligations of the Letter Agreement as if I had executed it directly as an individual, even if the employment agreement between me and Lender should hereafter expire, terminate or be suspended. I, as an individual, hereby join in and confirm all grants, representations, warranties and agreements made by Lender under the Letter Agreement.

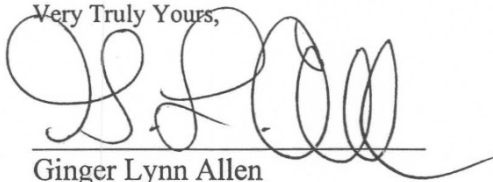
2. Unless I am deemed substituted for Lender as a direct party to Exhibit "A" pursuant to paragraph 4 below, I shall look solely to Lender and not to you for the payment of compensation for my services and for the discharge of all other obligations of any employer with respect to my services under the Letter Agreement.

3. In the event of a breach or anticipatory breach of the Letter Agreement by Lender or by me, you shall not be required first to resort to or exhaust any rights or remedies against Lender before exercising your rights and remedies against me.

4. If Lender or its successors in interest should be dissolved or should otherwise cease to exist, or for any reason should fail, refuse or neglect to perform, observe or comply with the terms and conditions of the Letter Agreement, I shall, at your election, be deemed to be employed directly by you for the balance of the term of the Letter Agreement on the terms and conditions set forth in Exhibit "A."

5. If you shall serve Lender with any notices, demands or instruments relating to the Letter Agreement, or to the rendition of my services thereunder, service upon Lender shall also constitute service upon me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Ginger Lynn Allen', written over a horizontal line.

Ginger Lynn Allen

PERFORMER MAY NOT WAIVE ANY PROVISION OF THIS CONTRACT WITHOUT THE WRITTEN CONSENT OF THE AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS (AFTRA)

**AFTRA**  
(American Federation of Television & Radio Artists)  
**STANDARD EMPLOYMENT CONTRACT**  
**INTERACTIVE PROGRAM**

**PRODUCER:**

ELECTRONIC ARTS PRODUCTIONS INC.  
dba CROCODILE PRODUCTIONS  
1450 Fashion Island Blvd.  
San Mateo, CA 94404  
Tel: 415-513-7008  
Fax: 415-286-5660

**PERFORMER:**

Name: Ginger Allen  
Social Security #: \_\_\_\_\_  
Address: c/o Schiowitz, Clay & Rose  
1680 N. Vine, Suite 614  
Los Angeles, California 90025  
Attn.: Mr. Charles Clay  
Tel/Fax: 213-463-7300-p; 213-463-7355-f

Title: "Wing Commander: Prophecy"  
("Program")

Role(s): "Rachel"

Date(s) of Employment: 1 week: May 19, 1997 through May 23, 1997

Form of Employment (check one): ☒ On-Camera ☐ Off-Camera ☐ On-Camera Narrator  
☐ Day Performer ☐ 3-Day Performer ☒ Weekly Performer ☐ Other  
(specify)

Compensation: On-Camera \$ 10,000.00\* per ☐ Day ☐ 3-Day ☒ Week ☐ Other  
Off-Camera \$ \_\_\_\_\_ per ☐ 4-hours ☐ 8-hours ☐ Week ☐ Other

Agent Fee: Included: ☒ Plus %: \_\_\_\_\_ Rider Attached: ☒ Yes ☐ No

Additional Rights: Remote Delivery: ☒ Yes ☐ No Integration: ☐ Yes ☐ No  
\_\_\_\_\_ check if by Option. Add additional 10% if not paid within \_\_\_\_\_ check if by Option. Add additional 10% if not paid within  
90 days of first commercial shipment of Program 90 days of first commercial shipment of Program

Special Provisions (if any):  
\* See Attached Rider

Wardrobe supplied by Performer: \_\_\_\_\_ Yes; number of outfits: \_\_\_\_\_ @ \$ \_\_\_\_\_ No ☒

THIS CONTRACT covers the employment of the above-named Performer by Crocodile Productions in the Interactive Program and at the rate of compensation set forth above and is subject to and shall include all of the applicable provisions and conditions contained or provided for in the AFTRA Interactive Agreement between AFTRA and Producer.

ACCEPTED AND AGREED:

PRODUCER

Date

PERFORMER

Date

Payment shall be sent to or c/o: At Above Address

Production time reports are available on the set at the end of each day, such reports shall be signed or initialed by the Performer.

NOTICE TO PERFORMERS: RETAIN A COPY OF THIS CONTRACT FOR YOUR PERMANENT RECORDS

Original 1/Company

Copy 1/AFTRA

Copy 2 /Payroll

Original 2/Performer

## ADDITIONAL TERMS AND CONDITIONS

I. GUILD: Notwithstanding any provision in this contract to the contrary, it is specifically understood and agreed by all parties hereto that: (i) they are bound by all the terms and provisions of the AFTRA Interactive Media Agreement (the "Agreement") applicable hereto; (ii) should there be any inconsistency between said contract and the Agreement or the valid rules and regulations enacted by the American Federation of Television and Radio Artists ("AFTRA") not in derogation thereof, the Agreement and the rules and regulations of AFTRA shall prevail; but nothing in this provision shall affect terms, compensation or conditions provided for in this contract which are more favorable to members of AFTRA than the terms, compensation and conditions provided for in said Agreement; (iii) if the term of this contract is of longer duration than the term of the Agreement between AFTRA and the Producer, this contract shall be modified to conform to any agreements or modifications negotiated or agreed to in said Agreement, and the existence of this contract shall not prevent the Performer from engaging in any strike or obeying any of the lawful rules and regulations of AFTRA without penalty by way of damage or otherwise, subject to mutual cancellation or termination of this contract without penalty on either side; (iv) Performer is a member of AFTRA in good standing subject to and in accordance with the rules and regulations of AFTRA; (v) Performer is covered by the provisions governing the AFTRA Health and Retirement Funds; (vi) all disputes and controversies of every kind and nature arising out of or in connection with this contract shall be determined by arbitration in accordance with the procedure and provisions of said Agreement.

II. SERVICES: Performer shall perform all services in accordance with Producer's instructions and directions in all matters including those involving artistic taste and judgment, and Performer shall be available and shall render services at such times and in such places as Producer may designate to the best of Performer's abilities. Producer shall not be obligated to use Performer's services or any results or proceeds thereof, nor shall Producer be obligated to produce, complete the production of, release, distribute, exhibit, advertise or exploit the Program or any part thereof. Producer shall be entitled to the maximum work period provided by the Agreement with respect to the services provided hereunder, and any overtime which may accrue in connection with services hereunder shall be payable at scale. If Performer fails or refuses to perform the services specified herein, or if Performer suffers any illness, injury or disability which interferes with the full performance of services hereunder, no compensation shall be payable to Performer and Producer may, in Producer's sole discretion, terminate this Contract without any further obligation to Performer.

III. DEFINITIONS: "Interactive Media" is any media on which digitized product operates and through which the user may interact with such product including but not limited to personal computers, games, machines, arcade games, all CD-interactive machines and any and all analogous, similar or dissimilar microprocessor-based units and the electronic formats and platforms which may be utilized in connection therewith. "Remote Delivery" is any system under which digitized product may be accessed for use from a location that is remote from the central processing unit on which the product is principally used or stored, such as an on-line service, a delivery service over cable television lines, telephone lines, microwave signals, radio waves, satellite, wireless cable or any other service or method now known or hereafter invented for the delivery or transmission of such digitized product enabling interactive use. "Integration" is the inclusion of material containing a Performer's performance in an Interactive program other than the one for which the Performer is employed hereunder but does not include the use in Linear Programs. "Program" is the final version of a fully-edited Interactive product for presentation to the viewer or user, notwithstanding any variations between formats or Platforms, however, "Program" does not refer to the computer software code utilized in the digitization process, any type of electronic technology, patents, trademarks or any of the intellectual property rights of Producer. "Platform(s)" are the various microprocessor-based hardware including but not limited to those of Sony, SEGA, Nintendo, personal computers and 3DO machines that utilize the appropriate compatible formats such as cartridges and discs, or any other formats of hardware hereafter invented which memorialize Interactive Programs for viewer use. "Linear Programs" are those which do not possess interactive qualities, whether live-action or animated, and which are exhibited or transmitted to the viewer by television (UHF or VHF over-the-air broadcast, cable, satellite, or any other means or methods which may be known or hereafter invented for television reception) and/or video cassettes, video discs or any other devices used in conjunction with corresponding hardware to cause a presentation to be exhibited visually on the screen of a television receiver or any comparable device; and/or film projection in motion picture theaters. "Reuse" means the incorporation of material produced for Interactive Media in a Linear Program and the incorporation of material produced for Interactive program(s) under this Agreement in another program that is not covered under "Integration".

IV. TRAILERS/PROMOTIONS: Producer shall have the right to utilize trailers for the purpose of advertising and promoting the Interactive Program. The use of a Performer's services in any such trailer shall not require the payment of additional compensation if the recordation of such trailer occurs during the Performer's employment in connection with the applicable Interactive Program. Otherwise, applicable scale shall be the minimum compensation for services in connection with such trailers. Producer shall not utilize Performer's name or likeness in a manner which constitutes an endorsement of any service or product other than the Interactive Program(s) for which the Performer was employed to render services, however, references to the hardware, platforms or Remote Delivery systems upon which the Interactive Program may operate or references to other Interactive Programs shall not be deemed an endorsement of another service or product if the Interactive Program for which Performer has been employed is clearly identified by its title in any such promotion. Performer grants the maximum rights to Producer hereunder with respect to the use of the results and proceeds of Performer's services in connection with "promotional programs" with respect to the Program, as such term is defined within the AFTRA Agreement.

All advertising, publicity and promotional information relating to the program including but not limited to Performer's role therein, shall be solely issued and controlled by Producer. Performer shall not have the right to issue or authorize any advertising, publicity, or promotional information (including but not limited to press releases) or to refer to the program in any publicity issued by Performer without the prior approval of Producer in writing.

V. SCREEN CREDIT: Screen credit shall be accorded Performer as provided in the AFTRA Agreement. No casual or inadvertent failure by Producer to comply with the provisions of any credit obligations shall constitute a material breach of this Contract. Performer's rights and remedies in the event of a failure or omission by Producer to provide Performer the screen credit on the Program shall be limited to Performer's rights, if any, to recover damages at law, but in no event shall Performer be entitled by reason of any such breach to terminate this contract or to enjoin or restrain the distribution or exhibition of the Program.

VI. OWNERSHIP: a) As between Producer and Performer, Producer shall own the results and proceeds of Performer's services hereunder including the copyright therein, and Producer shall have all rights and privileges of ownership in the results and proceeds of Performer's services and in the Program and all elements thereof, subject only to the provisions of the Agreement for the payment of additional compensation, if any. If Performer furnishes any materials hereunder in connection with her/his performance, all right title and interest in any such materials shall be deemed assigned to Producer. b) The rights granted to Producer hereunder include, without limitation, the right to use and license others to use Performer's name and likeness in and in connection with publicity, advertising and all exploitation of the Program, including use in promotional programs, without the payment of additional compensation therefor (other than the compensation which may be specified in this Agreement) to the full extent permitted pursuant to the AFTRA Code. Such rights shall include (but are not limited to) the right to utilize Performer's name and likeness in connection with product packaging of the Program, print advertising, and the right to use trailers for commercial advertising purposes and promotional programs within the scope of the AFTRA code.

VII. REPRESENTATIONS and WARRANTIES: Performer represents and warrants that he/she has the right to enter into this agreement and fully perform all terms and conditions hereof, and that any materials furnished or provided hereunder do not violate any third party rights. Performer shall indemnify Producer for all costs, damages and expenses incurred as a result of a breach of any representation or warranty made herein.

VIII. RIDER: The attached "Rider", if any, properly identified with the name of Performer, is hereby incorporated into the terms of this contract, however, no terms thereof shall alter any of the minimum terms and conditions accorded to the Performer by AFTRA.

**RIDER**  
**to Agreement between Electronic Arts Productions Inc. and Ginger Lynn Allen**  
**"Wing Commander: The Prophecy"**

1. Compensation and Term. Performer shall provide services for one week (May 19, 1997-May 23, 1997). The total compensation payable hereunder is Ten Thousand Dollars (\$10,000) to be applied as Nine Thousand Four Hundred Seventy Eight Dollars (9,478.00) per week plus Five Hundred Twenty-Two Dollars (\$522.00) for the promo program specified below. In the event that Producer requires Performer's services for additional on-camera services for videotaping beyond the Term, Performer shall provide such services on a consecutive daily basis until such services are no longer required by Producer, pro-rata at the weekly rate of \$9,478.00. Performer acknowledges that the compensation payable hereunder (and said weekly rate specified herein) includes pre-payment for Remote Delivery (as such term is defined in the AFTRA Interactive Agreement), two (2) "free", non-consecutive loop days and the right to videotape/film Ms. Allen "behind the scenes" and conduct interviews during the term of her services and the right to utilize same (in addition to excerpts from the program) in a Promotional Program (as such term is defined in the AFTRA Interactive Agreement) in interactive and linear forms.

2. Overtime. Overtime for services hereunder shall be computed in accordance with the provisions of the AFTRA Agreement, Article II, Section 6 B.

3. Insurance. Performer warrants that, to the best of Performer's knowledge, Performer is in good health and has no condition which would prevent Company from obtaining life, health, accident, cast or other insurance at premium rates normal to Performer's age without any unusual exclusion or limitation of liability on the part of the insurer. In the event Company is unable to obtain such insurance, Company shall be entitled to terminate this Agreement and shall have no obligations to Performer hereunder. During the Term of this Agreement, Performer shall not engage in any hazardous activity likely to result in physical harm.

Company may, at its sole expense, obtain health, accident, cast or other insurance coverage on Performer and in any amount Company desires and Company shall own such insurance and the cash values and proceeds thereof. Performer shall cooperate in obtaining such insurance by submitting to any required examinations and by correctly and promptly preparing, signing and delivering any required applications or other documents. Performer shall, to the best of Performer's ability and provided Performer has notice thereof, observe all terms and conditions necessary to continue such insurance in effect.

4. Work Applications. Performer shall present all proper documentation to verify compliance with all applicable laws, ordinances or rules of any governmental authorities necessary for lawful employment in the jurisdictions in which services are rendered hereunder. Performer shall apply for passports, visas, work permits and take all steps necessary to permit Performer to enter, refrain, live and work in, the country where Performer's services may be required hereunder. A failure to present such documentation and qualify for lawful employment within the United States shall entitle Company to immediately rescind this Agreement.

5. Doubling and Dubbing. Company may use a "double" for Performer, or may "dub" Performer's voice or performance, as follows: (a) when necessary or expedient to meet the requirements of foreign distribution of the Program; (b) when necessary or expedient to meet domestic or foreign censorship requirements; (c) when in Company's judgment failure to use a "double" might result in physical injury to Performer; (d) when Performer is not available; (e) when Performer fails or is unable to meet certain requirements of the role, such as singing or the rendition of instrumental music or similar services requiring special talent or ability other than that possessed by the Performer; (f) for second-unit work, or for long shots, background shots or scenes in which the Performer will not be readily recognizable to the general public; or (g) if Performer's employment hereunder is terminated.



6. Name and Likeness. Performer grants Company the right to use and license others to use Performer's name and likeness (as Performer appears in the Program) in and in connection with the publicity, advertising and exploitation of the Program, including use in promotional programs, without the payment of additional compensation therefor (other than the compensation which may be specified in this Agreement) to the full extent permitted pursuant to the AFTRA Interactive Agreement. Such rights shall include (but are not limited to) the right to utilize Performer's name and likeness (as Performer appears in the Program) in connection with product packaging of the Program, print advertising, and the right to use trailers for commercial advertising purposes and promotional programs to the full extent permitted within the scope of the AFTRA Interactive Agreement.

7. Use of Services. Company shall not be obligated to use Performer's services or any results or proceeds thereof, or to have Performer appear in the Program, or have Performer undertake or complete portrayal of Performer's role. Company shall not be obligated to use Performer's name, voice or likeness in advertising or publicity. Company shall have no obligation to produce, complete, release, distribute, advertise or exploit the Program or any ancillary right thereto, nor shall Company incur any liability for any loss or damage Performer may suffer by reason of Company's failure to produce, complete, release, distribute, advertise or exploit any of the above. Company's obligations shall be fully discharged by the payment of the applicable compensation due to Performer in accordance with the terms of this Agreement.

8. No Nudity. Company shall not require Performer to perform services in the nude hereunder, nor shall Company use a "double" so that it appears as though Performer is nude in the Program.

9. Screen Credit: Company shall record Performer the following credit in next to last position among principal cast, "Ginger Lynn Allen, as Rachel" in the main titles on the Program and in all accompanying documentation to the Program. All other characteristics shall be determined by Company and shall be in accordance with AFTRA Interactive Agreement.

10. Remedies. Performer acknowledges that the services herein agreed to be performed by the Performer, and the rights herein granted, are of a special, unique, unusual, extraordinary and intellectual character which gives them a particular value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, and that any default by Performer will cause the Company irreparable injury and damage. Performer agrees that Company is entitled to injunctive and other equitable relief to prevent any default by Performer. In addition to equitable relief, Company is entitled to such other remedies as may be available at law, including damages. All rights and remedies herein granted or referred to are cumulative; resort to one shall not preclude resort to another. No waiver by either party of any breach of this agreement shall be deemed to be a waiver of any other, whether prior, concurrent or subsequent.

11. Notice prior to Default Action. If Company defaults in the performance of any obligations hereunder for the payment of money, Performer shall take no action because of such default without first offering the distributor the opportunity to cure the default. Such opportunity shall be offered by appropriate written notice to the distributor. The default shall be cured if payment is made either by Company or by distributor within twelve (12) days after service of the aforesaid notice.

12. Trailer/Dressing Room. Company shall provide dressing facilities on a comparable basis to all principal performers in connection with the Program.



Ginger Pix Inc.  
f/s/o Ginger Lynn-Allen  
c/o Shiowitz, Clay, Rose Inc.  
1680 N. Vine, Suite 614  
Hollywood, California 90028  
Attn.: Charles Clay

**RE: "Wing Commander: Prophecy"**

To Whom It May Concern:

This Letter Agreement confirms the understanding between Ginger Pix Inc.. ("you") and Crocodile Productions ("we" or "us") with respect to your furnishing to us the acting services of Ginger Lynn Allen ("Performer"), as herein provided:

1. You agree to furnish to us Performer's services on all of the terms and conditions set forth in this Letter Agreement and in the standard form AFTRA agreement including the "Rider" attached thereto which are collectively attached to this Letter Agreement as Exhibit "A", and are incorporated herein by this reference (all of which shall together be referred to herein as the "Agreement").
2. Notwithstanding the fact that Exhibit "A" is drafted in the form of an agreement between Performer and us, it is understood and agreed that you are supplying Performer's services to us and that we are utilizing said services in accordance with the terms and conditions of this Agreement. You hereby assign to us all of your rights in Performer's services and the results and proceeds thereof (including all copyrights therein and all renewals and extensions thereof, if any), which shall be considered a work for hire. We shall have all of the rights to Performer's services and the results and proceeds thereof to the same extent as if we had employed Performer's services directly under Exhibit "A".
3. You hereby represent and warrant that: (a); you are a duly organized corporation presently in good standing under the laws of the jurisdiction of your incorporation and all other jurisdictions in which you transact business; (b) you have a valid, binding and subsisting written agreement with pursuant to which you are exclusively entitled to all of the services of Performer and all of the results and proceeds thereof which are or will be required under the Agreement; (c) you have the right to enter into the Agreement and to grant the rights, furnish the services and make the representations and warranties set forth herein; (d) you have not made and will not make any grant or assignment which will conflict with or impair the rights and privileges granted to us hereunder; and (e) you are or will become, and will remain throughout the term of this Agreement, a signatory to any applicable guild or union agreements.

4. On condition that neither Performer nor you is in breach under this Agreement, we shall pay to you, and not to Performer, as full consideration for all services to be rendered and rights granted under this Agreement, all compensation payable to Performer under Exhibit "A". If said compensation is Fifty Thousand Dollars (\$50,000.00) or more, you agree to compensate Performer's at the rate of not less than Fifty Thousand Dollars (\$50,000.00) per annum. If California law shall be changed to provide for different minimum compensation as a prerequisite to obtaining injunctive relief, the references in the preceding sentence to Fifty Thousand Dollars (\$50,000.00) shall be deemed to be references to such different minimum compensation.

5. Subject to paragraph 6 hereof, you hereby agree to discharge us from all obligations imposed on employers including, without limitation, the payment of taxes, payments relating to unemployment compensation or insurance, FICA, worker's compensation, and disability pensions, and the making of all payments required to be made under any applicable collective bargaining agreement by reason of Performer's services rendered pursuant hereto. You agree to defend, indemnify and hold us harmless from and against any and all judgments, liabilities, penalties, interest, damages costs, expenses and reasonable attorney's fees which we may incur by reason of your failure to pay any compensation, tax or other contribution required to be paid in respect of Performer's services hereunder.

6. We shall make all payments to pension, health or welfare funds required pursuant to any applicable collective bargaining agreement by reason of Performer's services hereunder, provided, however, that: (a) such payment shall not exceed the amounts which we would have been required to make had we employed Performer's directly; and (b) such payment shall not include Performer's share of any such payment.

7. In the event of a breach or anticipatory breach of this Agreement by you or Performer, we shall be entitled to seek legal, equitable and other relief against you and/or against Performer in our discretion, and we shall have all rights and remedies against Performer's which we would have had if Performer had been directly engaged by us. We shall not be required first to resort to or exhaust any rights or remedies which we may have against you before exercising our rights and remedies against Performer.

8. If you or your successors-in-interest should be dissolved, should cease to remain qualified to do business as a corporation for any reasons, should cease to exist, or fail, refuse or neglect to comply with the terms and conditions of this Agreement, Performer shall at our election be engaged directly buy us for the balance of the term of this Agreement upon the terms and conditions contained in Exhibit "A". Any such dissolution or interruption of your business activities during or subsequent to the termination of the term of Performer's services shall not have any effect on our rights in the material furnished by Performer and you hereunder.

9. Any and all notices to be given hereunder shall be given to the parties hereto at the address set forth above, provided that a copy of any notice to us should be transmitted to us by mail, facsimile, or telegraph with additional copies of such notices to be so transmitted in care of the following or at any other address which we may designate at a later time:

Crocodile Productions  
1450 Fashion Island Blvd.  
San Mateo, CA 94404  
Attn.: Business Affairs Department

The date of mailing of any notice (whether sent by registered mail, with or without return receipt requested, certified mail, airmail and/or ordinary mail) or the date the notice is transmitted from the sender's facsimile machine, or the date the notice is delivered to the telegraph office, as the case may be, shall be deemed the date of service of the notice.

10. This Agreement shall be construed and enforced in accordance with the laws of the State of California. You and we consent to the jurisdiction of the courts of the State of California and the courts of the United States located in the State of California on connection with any lawsuit arising out of or relating hereto.

Very truly yours,

CROCODILE PRODUCTIONS

By: 

ACCEPTED AND AGREED:

  
Ginger Pix Inc.