

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **1999-03-26**
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SUBJECT COMPANY

UNITED STATES FILTER CORP

CIK: **318025** | IRS No.: **330266015** | State of Incorporation: **DE** | Fiscal Year End: **0331**
Type: **SC 13D/A** | Act: **34** | File No.: **005-35006** | Film No.: **99574675**
SIC: **3580** Refrigeration & service industry machinery

Mailing Address
40-004 COOK STREET
PALM DESERT CA 92211

Business Address
40-004 COOK ST
PALM DESERT CA 92211
7603400098

FILED BY

BASS LEE M

CIK: **939243** | IRS No.: **466962398**
Type: **SC 13D/A**

Mailing Address
201 MAIN STREET
SUITE 2600
FORT WORTH TX 76102

Business Address
201 MAIN STREET
SUITE 2600
FORT WORTH TX 76102
8173908400

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Schedule 13D**

Under the Securities Exchange Act of 1934
(Amendment No. 2)*

United States Filter Corporation
(Name of Issuer)

Common Stock, Par Value \$0.01 Per Share
(Title of Class of Securities)

911843209
(Cusip Number)

W. Robert Cotham
201 Main Street, Suite 2600
Fort Worth, Texas 76102
(817) 390-8400

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

March 21, 1999
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e,) 13d-1(f) or 13d-1(g), check the following box [].

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

**The total number of shares reported herein is 8,000,000 shares, which constitutes approximately 4.4% of the total number of shares outstanding. All ownership percentages set forth herein assume that there are

179,908,015 shares outstanding.

1. Name of Reporting Person:

Lee M. Bass

2. Check the Appropriate Box if a Member of a Group:

(a) / /

(b) / X /

3. SEC Use Only

4. Source of Funds: Not Applicable (See Item 3)

5. Check box if Disclosure of Legal Proceedings is Required Pursuant to
Items 2(d) or 2(e):

/ /

6. Citizenship or Place of Organization: USA

7. Sole Voting Power: 6,147,227 (1)

Number of
Shares
Beneficially
Owned By
Each
Reporting
Person
With

8. Shared Voting Power: -0-

9. Sole Dispositive Power: 6,147,227 (1)

10. Shared Dispositive Power: -0-

11. Aggregate Amount Beneficially Owned by Each Reporting Person:

6,147,227 (1)

12. Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares:

/ /

13. Percent of Class Represented by Amount in Row (11): 3.4%

14. Type of Reporting Person: IN

(1) Includes 1,289,950 shares of the Common Stock held by Agua Partners, a Texas general partnership ("Agua"). Lee M. Bass exercises sole voting and dispositive power with respect to such shares in his capacity as Manager of Agua.

1. Name of Reporting Person:

Fine Line Inc.

2. Check the Appropriate Box if a Member of a Group:

(a) / /

(b) / X /

3. SEC Use Only

4. Source of Funds: Not Applicable (See Item 3)

5. Check box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e):

/ /

6. Citizenship or Place of Organization: Texas

7. Sole Voting Power: 1,231,559(1)

Number of
Shares

Beneficially
Owned By

Each
Reporting
Person

With

8. Shared Voting Power: -0-

9. Sole Dispositive Power: 1,231,559(1)

10. Shared Dispositive Power: -0-

11. Aggregate Amount Beneficially Owned by Each Reporting Person:

1,231,559

12. Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares:

/ /

13. Percent of Class Represented by Amount in Row (11): 0.7%

14. Type of Reporting Person: CO

(1) Power is exercised by its sole shareholder, E.P. Bass.

1. Name of Reporting Person:

E. P. Bass

2. Check the Appropriate Box if a Member of a Group:

(a) / /

3. SEC Use Only

4. Source of Funds: Not Applicable

5. Check box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e):

/ /

6. Citizenship or Place of Organization: USA

7. Sole Voting Power: 1,231,559(1)

Number of
Shares

Beneficially
Owned By

Each
Reporting
Person

With

8. Shared Voting Power: -0-

9. Sole Dispositive Power: 1,231,559(1)

10. Shared Dispositive Power: -0-

11. Aggregate Amount Beneficially Owned by Each Reporting Person:

1,231,559(1)

12. Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares:

/ /

13. Percent of Class Represented by Amount in Row (11): 0.7%

14. Type of Reporting Person: IN

(1) Solely in his capacity as the sole shareholder of Fine Line Inc.

1. Name of Reporting Person:

Ardon E. Moore

2. Check the Appropriate Box if a Member of a Group:

(a) / /

(b) / X /

3. SEC Use Only

4. Source of Funds: Not Applicable (See Item 3)

5. Check box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e):

/ /

6. Citizenship or Place of Organization: USA

7. Sole Voting Power: 148,480

Number of
Shares
Beneficially
Owned By
Each
Reporting
Person
With

8. Shared Voting Power: -0-

9. Sole Dispositive Power: 148,480

10. Shared Dispositive Power: -0-

11. Aggregate Amount Beneficially Owned by Each Reporting Person:

148,480

12. Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares:

/ /

13. Percent of Class Represented by Amount in Row (11): <0.1%

14. Type of Reporting Person: IN

1. Name of Reporting Person:

William P. Hallman, Jr.

2. Check the Appropriate Box if a Member of a Group:

(a) / /

(b) / X /

3. SEC Use Only

4. Source of Funds: Not Applicable (See Item 3)

5. Check box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e):

/ /

6. Citizenship or Place of Organization: USA

7. Sole Voting Power: 61,578

Number of

Shares

Beneficially Owned By Each Reporting Person With 8. Shared Voting Power: -0-

9. Sole Dispositive Power: 61,578

10. Shared Dispositive Power: -0-

11. Aggregate Amount Beneficially Owned by Each Reporting Person:

61,578

12. Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares:

/ /

13. Percent of Class Represented by Amount in Row (11): <0.1%

14. Type of Reporting Person: IN

1. Name of Reporting Person:

Peter Sterling

2. Check the Appropriate Box if a Member of a Group:

(a) / /

(b) / X /

3. SEC Use Only

4. Source of Funds: Not Applicable (See Item 3)

5. Check box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e):

/ /

6. Citizenship or Place of Organization: USA

7. Sole Voting Power: 61,578

Number of Shares

Beneficially Owned By Each Reporting Person With 8. Shared Voting Power: -0-

9. Sole Dispositive Power: 61,578

Person With

10. Shared Dispositive Power: -0-

11. Aggregate Amount Beneficially Owned by Each Reporting Person:

61,578

12. Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares:

/ /

13. Percent of Class Represented by Amount in Row (11): <0.1%

14. Type of Reporting Person: IN

1. Name of Reporting Person:

Jason Michael Taylor Grantor Trust

2. Check the Appropriate Box if a Member of a Group:

(a) / /

(b) / X /

3. SEC Use Only

4. Source of Funds: Not Applicable (See Item 3)

5. Check box if Disclosure of Legal Proceedings is Required Pursuant to
Items 2(d) or 2(e):

/ /

6. Citizenship or Place of Organization: Texas

7. Sole Voting Power: 30,789(1)

Number of
Shares
Beneficially
Owned By
Each
Reporting
Person
With

8. Shared Voting Power: -0-

9. Sole Dispositive Power: 30,789(1)

10. Shared Dispositive Power: -0-

11. Aggregate Amount Beneficially Owned by Each Reporting Person:

30,789

12. Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares:

13. Percent of Class Represented by Amount in Row (11): <0.1%

14. Type of Reporting Person: 00 - Trust

(1) Power is exercised by its trustee, Annette B. Taylor

1. Name of Reporting Person:

Rhonda Leigh Taylor Grantor Trust

2. Check the Appropriate Box if a Member of a Group:

(a) / /

(b) / X /

3. SEC Use Only

4. Source of Funds: Not Applicable (See Item 3)

5. Check box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e):

/ /

6. Citizenship or Place of Organization: Texas

7. Sole Voting Power: 30,789(1)

Number of
Shares

Beneficially
Owned By
Each
Reporting
Person
With

8. Shared Voting Power: -0-

9. Sole Dispositive Power: 30,789(1)

10. Shared Dispositive Power: -0-

11. Aggregate Amount Beneficially Owned by Each Reporting Person:

30,789

12. Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares:

/ /

13. Percent of Class Represented by Amount in Row (11): <0.1%

14. Type of Reporting Person: 00 - Trust

(1) Power is exercised by its trustee, Annette B. Taylor

1. Name of Reporting Person:

Annette B. Taylor

2. Check the Appropriate Box if a Member of a Group:

(a) / /

(b) / X /

3. SEC Use Only

4. Source of Funds: Not Applicable

5. Check box if Disclosure of Legal Proceedings is Required Pursuant to
Items 2(d) or 2(e):

/ /

6. Citizenship or Place of Organization: USA

7. Sole Voting Power: 61,578(1)

Number of
Shares

Beneficially
Owned By
Each
Reporting
Person
With

8. Shared Voting Power: -0-

9. Sole Dispositive Power: 61,578(1)

10. Shared Dispositive Power: -0-

11. Aggregate Amount Beneficially Owned by Each Reporting Person:

61,578(1)

12. Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares:

/ /

13. Percent of Class Represented by Amount in Row (11): <0.1%

14. Type of Reporting Person: IN

(1) Solely in her capacity as the trustee of the Jason Michael Taylor Grantor Trust with respect to 30,789 shares of the Common Stock and solely in her capacity as the trustee of the Rhonda Lee Taylor Grantor Trust with respect to 30,789 shares of the Common Stock.

Pursuant to Rule 13d-2(a) of Regulation 13D-G of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended (the "Act"), the undersigned hereby amend their Schedule 13D Statement dated August 13, 1997, as amended by Amendment No. 1 dated September 18, 1997 (the "Schedule 13D") relating to the Common Stock, par value \$0.01 per share, of United States Filter Corporation. Unless otherwise indicated, all defined terms shall have the meanings ascribed to them in the Schedule 13D.

Item 4. PURPOSE OF TRANSACTION.

Item 4 is hereby amended and restated by adding at the end thereof the following:

As previously announced by the Issuer, the Issuer has entered into an Agreement and Plan of Merger (the "Merger Agreement") with Vivendi, a societe anoyne organized under the laws of France ("Vivendi"), and Eau Acquisition Corp., a Delaware corporation and a subsidiary of Vivendi (the "Purchaser"), pursuant to which the Purchaser has agreed to make a tender offer for all the outstanding shares of the Issuer, at \$31.50 per share to be followed by a merger of the Purchaser into the Issuer. Concurrently, with the execution of the Merger Agreement, the Reporting Persons entered into a Support Agreement pursuant to which the Reporting Persons have agreed to tender all shares of the Common Stock beneficially owned by them to the Purchaser and to vote their shares of the Common Stock against any action or agreement that would interfere with, delay, postpone or attempt to discourage the merger or the tender offer.

Except as set forth in this Item 4, the Reporting Persons have no present plans or proposals that relate to or that would result in any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D of the Act.

Item 5. INTEREST IN SECURITIES OF THE ISSUER.

Paragraphs (a) - (c) of Item 5 are hereby amended and restated in their entireties to read as follows:

(a)

LMB

The aggregate number of shares of Common Stock that LMB owns beneficially, pursuant to Rule 13d-3 of the Act, is 6,147,227, which constitutes approximately 3.4% of the outstanding shares of Common Stock.

Fine Line

The aggregate number of shares of Common Stock that Fine Line owns beneficially, pursuant to Rule 13d-3 of the Act, is 1,231,559, which constitutes approximately 0.7% of the outstanding shares of Common Stock.

EPB

Because of his position as the sole shareholder of Fine Line, EPB may, pursuant to Rule 13d-3 of the Act, be deemed to be the beneficial owner of 1,231,559 shares of the Common Stock, which constitutes approximately 0.7% of the outstanding shares of the Common Stock.

AEM

The aggregate number of shares of Common Stock that AEM owns beneficially, pursuant to Rule 13d-3 of the Act, is 148,480, which constitutes less than 0.1% of the outstanding shares of Common Stock.

WPH

The aggregate number of shares of Common Stock that WPH owns beneficially, pursuant to Rule 13d-3 of the Act, is 61,578, which constitutes less than 0.1% of the outstanding shares of Common Stock.

PS

The aggregate number of shares of Common Stock that PS owns beneficially, pursuant to Rule 13d-3 of the Act, is 61,578, which constitutes less than 0.1% of the outstanding shares of Common Stock.

JMT Trust

The aggregate number of shares of Common Stock that JMT Trust owns beneficially, pursuant to Rule 13d-3 of the Act, is 30,789, which constitutes less than 0.1% of the outstanding shares of Common Stock.

RLT Trust

The aggregate number of shares of Common Stock that RLT Trust owns beneficially, pursuant to Rule 13d-3 of the Act, is 30,789, which constitutes less than 0.1% of the outstanding shares of Common Stock.

ABT

Because of her positions as the trustee of each of the JMT Trust and the RLT Trust, ABT may, pursuant to Rule 13d-3 of the Act, be deemed to be the beneficial owner of an aggregate of 61,578 shares of Common Stock, which constitutes less than 0.1% of the outstanding shares of Common Stock.

In addition, the Sellers beneficially own Warrants to purchase 1,200,000 shares of Common Stock; however, such Warrants are not presently exercisable within 60 days and therefore the shares of Common Stock which may be acquired upon exercise thereof are not reported herein. See Item 6.

To the best knowledge of the Reporting Persons, other than as set

forth herein, none of the persons named in Item 2 herein is the beneficial owner of any shares of Common Stock.

(b)

LMB

LMB has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 6,147,227 shares of Common Stock.

Fine Line

Acting through its sole shareholder, EPB, Fine Line has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 1,231,559 shares of Common Stock.

EPB

In his capacity as the sole shareholder of Fine Line, EPB has the sole power to vote or direct the vote and to dispose or to direct the disposition of 1,231,559 shares of Common Stock.

AEM

AEM has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 148,480 shares of Common Stock.

WPH

WPH has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 61,578 shares of Common Stock.

PS

PS has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 61,578 shares of Common Stock.

JMT Trust

Acting through its sole trustee, ABT, JMT Trust has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 30,789 shares of Common Stock.

RLT Trust

Acting through its sole trustee, ABT, RLT Trust has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 30,789 shares of Common Stock.

ABT

In her capacities as the sole trustee of each of the JMT Trust and the RLT Trust, ABT has the sole power to vote or to direct the vote and to dispose or to direct the disposition of an aggregate of 61,578 shares of Common Stock.

(c) None of the Reporting Persons has purchased or sold any shares of Common Stock in the previous 60 days.

(d) No material change.

(e) The Reporting Persons ceased to be the beneficial owner of more than five percent of the Common Stock on June 26, 1998, based upon the number of shares of Common Stock outstanding as reported in the Issuer's 10-K for the year ended March 31, 1998.

Item 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Item 6 is hereby partially amended by adding at the end thereof the following:

See Item 4 for information regarding the Support Agreement dated as of March 21, 1999 by and among the Reporting Persons and Vivendi, a societe anonyme organized under the laws of France. A copy of the Support Agreement is attached hereto as Exhibit 99.6.

Except as set forth herein or in the Exhibits filed herewith, there are no contracts, arrangements, understandings or relationships with respect to the shares of the Common Stock owned by the Reporting Persons.

Item 7. MATERIAL TO BE FILED AS EXHIBITS.

Exhibit 99.1--Agreement pursuant to Rule 13d-1(k)(1)(iii) and Power of Attorney (previously filed).

Exhibit 99.2--Agreement for Sale and Purchase of Partnership Interests dated as of August 3, 1997 by and among Sellers and the Issuer (previously filed).

Exhibit 99.3--Confidential Agreement dated July 2, 1997 between the Issuer and Western Farms, L.P. (previously filed)

Exhibit 99.4--Transfer, Registration Rights and Governance Agreement dated as of September 17, 1997 by and among Sellers and the Issuer (previously filed).

Exhibit 99.5--Transferred Securities Agreement dated as of September 17, 1997 by and among the Issuer, the Sellers, LMB, Fine Line, AEM, WPH, PS, JMT Trust, RLT Trust, John Cardwell and Jeffery Hart (previously

filed).

Exhibit 99.6--Support Agreement dated as of March 21, 1999 by and among the Reporting Persons and Vivendi, a societe anoyne organized under the laws of France.

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

DATED: March 26, 1999

/s/ W.R. Cotham
W.R. Cotham,

Attorney-in-Fact for:

LEE M. BASS (1)
FINE LINE INC. (2)
E.P. BASS (3)
ARDON E. MOORE (4)
WILLIAM P. HALLMAN, J.R. (5)
PETER STERLING (6)
JASON MICHAEL TAYLOR GRANTOR TRUST (7)
RHONDA LEIGH TAYLOR GRANTOR TRUST (8)
ANNETTE B. TAYLOR (9)

- (1) A Power of Attorney authorizing W.R. Cotham, et al., to act on behalf of Lee M. Bass previously has been filed with the Securities and Exchange Commission.
- (2) A Power of Attorney authorizing W.R. Cotham, et al., to act on behalf of Fine Line Inc. previously has been filed with the Securities and Exchange Commission.
- (3) A Power of Attorney authorizing W.R. Cotham, et al., to act on behalf of E.P. Bass previously has been filed with the Securities and Exchange Commission.
- (4) A Power of Attorney authorizing W.R. Cotham, et al., to act on behalf of Ardon E. Moore previously has been filed with the Securities and Exchange Commission.
- (5) A Power of Attorney authorizing W.R. Cotham, et al., to act on behalf of William P. Hallman, Jr. previously has been filed with the Securities and Exchange Commission.
- (6) A Power of Attorney authorizing W.R. Cotham, et al., to act on behalf of Peter Sterling previously has been filed with the

Securities and Exchange Commission.

- (7) A Power of Attorney authorizing W.R. Cotham, et al., to act on behalf of the Jason Michael Taylor Grantor Trust previously has been filed with the Securities and Exchange Commission.
- (8) A Power of Attorney authorizing W.R. Cotham, et al., to act on behalf of Rhonda Leigh Taylor Grantor Trust previously has been filed with the Securities and Exchange Commission.
- (9) A Power of Attorney authorizing W.R. Cotham, et al., to act on behalf of Annette B. Taylor previously has been filed with the Securities and Exchange Commission.

EXHIBIT INDEX

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Exhibit 99.5--Transferred Securities Agreement dated as of September 17, 1997 by and among the Issuer, the Sellers, LMB, Fine Line, AEM, WPH, PS, JMT Trust, RLT Trust, John Cardwell and Jeffery Hart (previously filed).

Exhibit 99.6--Support Agreement dated as of March 21, 1999 by and among the Reporting Persons and Vivendi, a societe anonyme organized under the laws of France.

FORM OF SUPPORT AGREEMENT

SUPPORT AGREEMENT (this "Agreement"), dated as of March 21, 1999, by and between VIVENDI, a societe anonyme organized under the laws of France ("Parent"), and each of the individuals and entities listed on Annex A hereto (individually or collectively, "Seller").

WHEREAS, concurrently herewith, Parent, Eau Acquisition Corp. (the "Purchaser"), a Delaware corporation and a subsidiary of Parent, and United States Filter Corporation (the "Company"), a Delaware corporation, are entering into an Agreement and Plan of Merger of even date herewith (the "Merger Agreement", which term shall not include any amendment to such Agreement which decreases the Offer Price or changes the form of consideration payable in the Offer, unless Seller consents to the inclusion of such amendment in such term). Capitalized terms used but not defined herein shall have the meanings set forth in the Merger Agreement, pursuant to which the Purchaser agrees to make a tender offer (the "Offer") for all outstanding Shares of the Company, at \$31.50 per Share (the "Offer Price") net to the seller in cash, to be followed by a merger (the "Merger") of the Purchaser with and into the Company;

WHEREAS, as of the date hereof, Seller beneficially owns directly that number of Shares (the "Owned Shares") set forth opposite his name on Annex A hereto;

WHEREAS, as a condition to their willingness to enter into the Merger Agreement and make the Offer, Parent and the Purchaser have required that Seller agree, and Seller hereby agrees, (i) if requested by Parent, to tender pursuant to the Offer the Owned Shares, together with any Shares acquired after the date hereof and prior to the termination of the Offer, whether upon the exercise of options, conversion of convertible securities or otherwise (collectively, the "Tender Shares") on the terms and subject to the conditions provided for in this Agreement and (ii) to enter into the other agreements set forth herein; and

WHEREAS, as a condition to its willingness to enter into this Agreement, Seller has requested, and Parent has agreed, that Parent purchase or cause the Purchaser to purchase the Owned Shares in the event the Owned Shares are not purchased in the Offer;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration given to each party hereto, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Agreement to Tender and to Vote.

1.1 Tender. Seller hereby agrees that if, but only if, it is so requested by Parent, it will validly tender (or cause the record owner of such shares to validly tender), pursuant to and in accordance with the terms of the Offer, as soon as practicable after such request but in no event later than the then scheduled expiration date of the Offer, the Tender Shares by physical delivery of the certificates therefor, and to not withdraw such Tender Shares, except following termination of the Offer pursuant to its terms. Seller hereby permits Parent and the Purchaser to publish and disclose in the Offer Documents and, if approval of the Company's stockholders is required under applicable law, the Proxy Statement (including all documents and schedules filed with the Securities and Exchange Commission) its identity and ownership of the Tender Shares and the nature of its commitments, arrangements and understandings under this Agreement.

1.2 Voting. Seller hereby agrees that, during the time this Agreement is in effect, at any meeting of the stockholders of the Company, however called, Seller shall (a) vote the Tender Shares in favor of the Merger; (b) vote the Tender Shares against any action or agreement that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company under the Merger Agreement; and (c) vote the Tender Shares against any action or agreement (other than the Merger Agreement or the transactions contemplated thereby) that would impede, interfere with, delay, postpone or attempt to discourage the Merger or the Offer, including, but not limited to: (i) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company or any of its subsidiaries; (ii) a sale or transfer of a material amount of assets of the Company or any of its subsidiaries or a reorganization, recapitalization or liquidation of the Company and its subsidiaries; (iii) any change in the management or board of directors of the Company, except, as otherwise agreed to in writing by the Purchaser; (iv) any material change in the present capitalization or dividend policy of the Company; or (v) any other material change in the Company's corporate structure or business. Seller hereby revokes any proxy previously granted by him with respect to the Tender Shares.

1.3 Grant of Irrevocable Proxy; Appointment of Proxy.

(i) Seller hereby irrevocably grants to, and appoints, Guillaume Hannezo and Eric Lecoys, or either of them, in their respective capacities as officers or directors of Parent, and any individual who shall hereafter succeed to any such office or directorship of parent, and each of them individually, Seller's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of Seller, to vote the Tender Shares in favor of the Merger and other transactions contemplated by the Merger Agreement, against any Acquisition Transaction and otherwise as contemplated by Section 1.2.

(ii) Seller represents that any proxies heretofore given in respect of the Tender Shares are not irrevocable, and that any such proxies are hereby revoked.

(iii) Seller understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon Seller's execution and delivery of this Agreement. Seller hereby affirms that the irrevocable proxy set forth in this Section 1.3 is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of Seller under this Agreement. Seller hereby further affirms that the irrevocable proxy is coupled with an interest and may under no circumstances be revoked. Seller hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. Such irrevocable proxy is executed and intended to be irrevocable in accordance with the provisions of Section 212(e) of the Delaware General Corporation Law.

1.4 No Inconsistent Arrangements. Seller hereby covenants and agrees that, except as contemplated by this Agreement and the Merger Agreement, it shall not (i) except to Parent or the Purchaser, transfer (which term shall include, without limitation, any sale, gift, pledge or other disposition), or consent to any transfer of, any or all of the Tender Shares or any interest therein, (ii) except with parent, enter into any contract, option or other agreement or understanding with respect to any transfer of any or all of the Tender Shares or any interest therein, (iii) grant any proxy, power-of-attorney or other authorization in or with respect to the Tender Shares, (iv) deposit any Tender Shares into a voting trust or enter into a voting agreement or arrangement with respect to the Tender Shares or (v) take any other action that would in any way restrict, limit or interfere with the performance of its obligations hereunder or the transactions contemplated hereby or by the Merger Agreement or which would make any representation or warranty of Seller hereunder untrue or incorrect.

1.5 No Solicitation. Seller hereby agrees that it shall not, and shall not permit or authorize any of its affiliates, representatives or agents to, directly or indirectly, encourage, solicit, explore, participate in or initiate discussions or negotiations with, or provide or disclose any information to, any corporation, partnership, person or other entity or group (other than Parent, the Purchaser or any of their affiliates or representatives) concerning any Acquisition Transaction or enter into any agreement, arrangement or understanding requiring the Company to abandon, terminate or fail to consummate the Merger or any other transactions contemplated by the Merger Agreement. Seller will immediately cease any existing activities, discussions or negotiations with any parties conducted heretofore with respect to any Acquisition Transaction. From and after the execution of this Agreement, Seller shall immediately advise Parent in writing of the receipt, directly or indirectly, of any inquiries, discussions, negotiations or proposals relating to an Acquisition Transaction, identify the offeror and furnish to Parent a copy of any such proposal or inquiry, if it is in writing, or a written summary of any oral proposal or inquiry relating to an Acquisition Transaction. Seller shall promptly advise Parent in writing of any development relating to such proposal, including the results of any discussions or negotiations with respect thereto. Any action taken by the Company or any member of the

Board of Directors of the Company including, if applicable, any representative of Seller acting in such capacity, in accordance with the proviso to the second sentence of Section 6.10(a) of the Merger Agreement shall be deemed not to violate this Section 1.5.

1.6 Reasonable Best Efforts. Subject to the terms and conditions of this Agreement, Seller hereby agrees to use all reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement and the Merger Agreement. Seller shall promptly consult with Parent and provide any necessary information and material with respect to all filings made by Seller with any Governmental Entity in connection with this Agreement and the Merger Agreement and the transactions contemplated hereby and thereby.

1.7 Waiver of Appraisal Rights. Seller hereby waives any rights of appraisal or rights to dissent from the Merger that it may have.

1.8 Parent's Commitment to Purchase Owned Shares. Parent hereby agrees that, if (i) the Offer is terminated, abandoned or withdrawn by the Purchaser or (ii) the Offer is consummated and the Owned Shares are not purchased by the Purchaser pursuant to the Offer, then Parent will purchase or cause the Purchaser to purchase, the Owned Shares at a purchase price per share equal to the Offer Price (or such higher price as may be paid to tendering shareholders pursuant to the Offer), on the 5th Business Day after the date of such termination, abandonment, withdrawal or consummation of the Offer; provided that (x) all waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and any equivalent foreign laws, required for the purchase of the Owned Shares upon such exercise shall have expired or been waived, (y) there shall not be in effect any preliminary or final injunction or other order issued by any court or governmental, administrative or regulatory agency or authority prohibiting the purchase of the Owned Shares pursuant to this Agreement and (z) Seller's representations and warranties herein shall be true and all material respects at such time.

1.9 Reasonable Efforts. Parent agrees (a) to cause the Purchaser to institute the Offer as soon as reasonably practicable after execution of this Agreement and the Merger Agreement and (b) to reasonably promptly file an application under the HSR Act and equivalent foreign laws to purchase the Owned Shares.

2. Expiration. This Agreement and the parties' obligations hereunder shall terminate on the earlier of the payment for the Owned Shares pursuant to the Offer or pursuant to Section 1.8 and the 181st day after the termination of the Merger Agreement.

3. Representation and Warranties. Seller hereby represents and warrants to Parent as follows:

(a) Title. Seller has good and valid title to the Owned Shares, free and clear of any lien, pledge, charge, encumbrance or claim of whatever nature, except the pledge of the Owned Shares to secure margin borrowings. Upon the purchase of the Tender Shares by Parent or the Purchaser, Seller will deliver good and valid title to the Tender Shares, free and clear of any lien, charge, encumbrance or claim of whatever nature.

(b) Ownership of Shares. On the date hereof, the Owned Shares are owned of record or beneficially by Seller and, on the date hereof, the Owned Shares constitute all of the Shares owned of record or beneficially by Seller. Seller has sole voting power and sole power of disposition with respect to all of the Owned Shares, with no restrictions, subject to applicable federal securities laws, on Seller's rights of disposition pertaining thereto.

(c) Power; Binding Agreement. Seller has the legal capacity, power and authority to enter into and perform all of its obligations under this Agreement. This Agreement has been duly and validly executed and delivered by Seller and constitutes a valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

(d) No Conflicts. Other than in connection with or in compliance with the provisions of the Exchange Act and the HSR Act, no authorization, consent or approval of, or filing with, any court or any public body or authority is necessary for the consummation by Seller of the transactions contemplated by this Agreement. Subject to the release of the margin loan pledge at or prior to the purchase of the Owned Shares, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not constitute a breach, violation or default (or any event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration under, or result in the creation of any lien, encumbrance, pledge, charge or claim upon any of the properties or assets of Seller under, any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument to which Seller is a party or by which its properties or assets are bound.

(e) No Finder's Fees. No broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial adviser's or other similar fee or commission in connection with the transactions contemplated hereby based upon arrangements, made by or on behalf of Seller.

(f) Information. Seller understands and acknowledges that Parent and the Purchaser have been conducting a due diligence investigation of the Company and may have information which is material regarding the Company and its financial performance and prospects and which is not publicly disclosed. Seller agrees that it shall not take any action against Parent or the Purchaser in respect of such information.

4. Additional Shares. Seller hereby agrees, while this Agreement is in effect, to promptly notify Parent of the number of any new Shares acquired by Seller, if any, after the date hereof.

5. Further Assurances. From time to time, at the Parent's request and without further consideration, Seller shall execute and deliver such additional documents and take all such further action as may be reasonably necessary or desirable to consummate and make effective the transactions contemplated by Section 1 of this Agreement.

6. Miscellaneous.

6.1 Non-Survival. The representations and warranties made herein shall terminate upon Seller's sale of the Tender Shares to the Purchaser in the Offer or pursuant to Section 1.8, other than Seller's representations and warranties in Section 3(a) and (b) which shall survive the sale of the Tender Shares and the termination of this Agreement following such sale.

6.2 Entire Agreement; Assignment. This Agreement (i) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof and (ii) shall not be assigned by operation of law or otherwise, provided that Parent may assign its rights and obligations hereunder to any direct or indirect wholly owned subsidiary of Parent, but no such assignment shall relieve Parent of its obligations hereunder if such assignee does not perform such obligations.

6.3 Amendments. This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by the parties hereto.

6.4 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given by hand delivery, telegram, telex or telecopy or by any courier service, such as Federal Express, providing proof of delivery. All communications hereunder shall be delivered to the respective parties at the following addresses:

If to Seller:

c/o Ardon Moore
Agent and Attorney-in-fact
201 Main Street
Suite 3200
Fort Worth, Texas 76102
Fax: 817-

copy to Seller's Counsel:

Kelly, Hart & Hallman

201 Main Street
Suite 2500
Fort Worth, Texas 76102
Attention: F. Richard Bernasek
Fax: 817-878-9285

If to Parent:

VIVENDI
42 Avenue de Friedland
75380 Paris Cedex 08
France
Attention: Guillaume Hannezo
Fax: (011) 331-7171-1415

copy to:

Cabinet Bredin Prat
130 rue du Faubourg Saint Honore
75008
Paris
Attention: Elena M. Baxter, Esq.
Fax: (011) 331-4359-7001

and

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Trevor S. Norwitz, Esq.
Fax: (212) 403-2000

or to such other address as the person to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

6.5 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each of Seller, Parent and the Purchaser irrevocably submits to the exclusive jurisdiction of any Delaware state or federal court sitting in the State of Delaware in any action arising out of or relating to this Agreement, hereby irrevocably agrees that all claims in respect of such action may be heard and determined in such Delaware state or federal court, and hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

6.6 Specific Performance. Each of Parent and Seller recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement will cause the other to sustain damages for which it

would not have an adequate remedy at law, and therefore each of Parent and Seller agrees that in the event of any such breach the other shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

6.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

6.8 Descriptive Headings. The descriptive headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

6.9 Severability. Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

IN WITNESS WHEREOF, Parent and Seller have caused this Agreement to be duly executed as of the day and year first above written.

VIVENDI

By:

Name:

Title:

SELLERS

Name: Lee M. Bass

Name: John A. Cardwell

Name: Jeffrey L. Hart

Name: Fine Line Inc.

Name: William P. Hallman, Jr.

Name: Peter Sterling

Name: Ardon E. Moore

Name: Jason M. Taylor Grantor Trust

Name: Rhonda Leigh Taylor Grantor Trust

Name: Agua Partners

Annex A

Seller	Shares Beneficially Owned
Lee M. Bass	4,857,277
John A. Cardwell	216,000
Jeffrey L. Hart	72,000
Fine Line Inc.	1,231,559
William P. Hallman, Jr.	61,578
Peter Sterling	61,578
Ardon E. Moore	148,480
Jason M. Taylor Grantor Trust	30,789
Rhonda Leigh Taylor Grantor Trust	30,789
Agua Partners	1,289,950