PLAYER CONTRACT FOR 'THE OBJECTIVE" MOTION PICTURE

NO QUOTE-NON PRECEDENTIAL-DEAL

The terms and conditions of this agreement ("Agreement") shall meet or exceed the minimum terms of the Global Rule One ("SAG Agreement") as set forth below:

DATE:

Wednesday, March 21st, 2007

COMPANY:

[Kasbah Films] ("Producer")

PICTURE:

'The Objective' ("Picture")

ROLE:

Ben Kitch ("Role")

PERFORMER:

Jonas Ball - Social Security # 545-61-4020("Artist")

EMPLOYMENT START DATE:

On or about April 23rd, 2007

1. TERM: Artist shall perform acting services for FOUR (4) consecutive weeks of principal photography and one (1) post day. Post day will be at actor professional availability ("Term").

2. COMPENSATION: Producer shall pay Artist: (i) the SAG Global One rate of 2,557.00 + 20 % (i.e. \$3,068.40) per week during the Term. All payments shall be made to Artist and sent to Artist in care of: Stephanie Ritz, The Endeavor Agency 9601 Wilshire Blvd. 3rd Floor Beverly Hills, CA 90210. Phn: 310-248-3044 Fax: 310-248-5044 which such payment will be made weekly, subject to Producer's receipt of a fully executed original of this Agreement; and (ii) 1% of the Objective LLC net profits defined on a favored nations basis with Producer and Director and all cast members. For the sake of clarity "net profits" shall be all gross receipts of Objective LLC less the following: distributor costs, marketing costs and distribution and/or sales fees, bond completion fees, overages of production, deferments of director and producer, less equity investors recoupment of the negative expense and the return of 115% of investment on negative cost.

3. ON SCREEN CREDIT: Provided Artist appears recognizably in the Picture, Producer shall accord Artist credit substantially in the form "Ben Kitch - Jonas Ball" on screen in the main titles, in first position, on a separate card, in a size no less than the size used to accord credit to any other cast member, on all positive prints of the Picture. If the main title credits do not appear in the before the Picture, Artist's credit shall also appear at the end of the Picture in first position on a single card. All other characteristics of Artist's credit shall be at Producer's sole discretion.

Provided Artist is not in material breach or default hereunder and subject to Artist's full performance of all services and obligations hereunder, and further subject to distributor's standard exclusions, Artist shall be accorded credit as set forth above as part of the full billing block in all advertising issued by or under Producer's control and/or the videocassette/DVD packaging of the videocassette/DVD of the Picture, Artist's credit shall also be included.

All other matters with respect to such credits shall be within Producer's sole discretion. No casual or inadvertent failure to comply with the provisions of this paragraph shall constitute a breach of this Agreement.

4. RIGHTS: Producer shall be the sole and exclusive owner of all results and proceeds of Artist's services, including, without limitation, all elements created by Artist in connection with the Picture and of all rights in

the role or character portrayed by Artist, including name, likeness and distinctive characterizations and, subject to the approval rights set forth in Paragraph 5 below, the right to use Artist's name and likeness in connection with the performance and Picture, for all purposes throughout the universe in perpetuity in connection with the distribution, publicity, promotion, advertising and exploitation of the Picture or any part thereof at no additional cost to Producer. Artist shall have no right at any time to portray, exploit, merchandise or make any use of the Role or character portrayed by Artist. Artist hereby grants Producer the nonexclusive right in perpetuity throughout the universe to use and permit others to use Artist's name, approved photograph, approved likeness, voice (or simulation thereof), and approved biography in connection with advertising, publicizing and exploiting the Picture or any part thereof.

5. ADDITIONAL RIGHTS: Artist acknowledges that the following have been separately bargained for as required under SAG. Throughout the universe in perpetuity and in connection with the Picture, Artist acknowledges that Producer may use and authorize others to use and display, Artist's name and likeness (including the re-use of photography and soundtrack material from the Picture) in connection with the following: souvenir programs, merchandising, commercial tie-ups, animated spin-offs, advertisements, promotions, soundtrack albums (including the use on the packaging of recordings containing music from the Picture whether or not Artist's performance is including in such recordings), computer and/or interactive software, posters, printed publications of materials from the Picture or upon which the Picture is based or in which characters in the Picture are used, Producer promotions such as in an annual report and Producer may also use images from the Picture or film clips from the Picture (which contain Artist's name and likeness) as well as outtakes, extra footage or "behind the scenes" footage or photos in which Artist appears, in any manner that it elects, including, without limitation, in connection with promotional films or "making of" or similar programs. Producer and Artist shall separately negotiate a royalty for any non-promotional merchandising in which Artist's name or likeness is included and for all soundtrack albums on which Artist's voice is used. Producer and Artist shall also separately negotiate a fee for the use of Artist's name and/or likeness in connection with comic books, computer games and/or interactive software which such fee shall be commensurate with industry standard taking into account Artist's stature in the entertainment industry.

Notwithstanding the foregoing rights granted, Artist shall have the following approval rights, provided that approval shall not be used to delay or otherwise interfere with marketing of the Picture and provided that such approval shall not be unreasonably withheld, and that, in the event disapproval is not received within five (5) business days, reducible to three (3) business days if exigencies so requires, of submission by Producer of any material or information for Artist's approval shall be deemed granted:

The right to approve still photographs (which Producer may submit during principal photography) in which the Artist appears for use in connection with the advertising, exploitation (including, without limitation, merchandising) and/or publicity for the Picture or in any other manner. Artist agrees to approve at least fifty percent (50%) of each series of photographs submitted to Artist.

Artist shall have the right to approve so called "blooper" footage and/or outtake footage which is not footage from the released version of the Picture, provided that Artist shall approve a sufficient amount of footage embodying Artist's appearance in order to complete such a promotional film in such a manner that a reasonable audience would assume that Artist had a role in the Picture, as determined by Producer in its sole discretion. Subject to the Screen Actor's Guild Basic Agreement in effect as of the date hereof, Producer shall have the right to exploit any such footage approved (or deemed approved) by Artist with no additional payment to Artist inasmuch as the compensation paid to Artist hereunder shall be deemed to include compensation for such rights. There will be no additional fictional material.

6. DRESSING ROOM: While Artist is rendering services during principal photography, Artist will be provided with, a dressing room on a favored nations basis with all other actors, but this shall be an airstream style trailer with his own bathroom.

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7. TRAVEL: Artist shall be provided with one round trip economy airplane ticket to the shooting location. Producer shall use good faith efforts to upgrade the ticket thought no guarantee is given. Artist will then travel with all other cast and crewmembers to various shooting locations. No other talent or crew member shall be traveling on a more favorable flight class in connection with travel to and from this production.

8. HOTEL: A private Hotel Room will be provided. No other performer shall receive a more favorable dressing facility or amenities. This shall be a three or four star hotel.

9. PER DIEM: Artist shall be paid \$50 per diem on travel days and \$25 per day on all other days on location. Each meal will provide a lo-fat option of either fresh fruit or vegetables and a meat or egg protein. Per diems will be paid at the airport.

10. BREACH OF CONTRACT: In the event of a failure or an omission constituting a breach by Producer of the provisions of this Agreement, Artist hereby agrees to give Producer written notice thereof and afford Producer a reasonable period to remedy such breach prospectively prior to filing a grievance with SAG. It is further agreed that Artist's rights and remedies in the event of a failure or an omission constituting a breach of the provisions of this Agreement shall be limited to Artist's right, if any, to recover damages in an action at law, but in no event shall Artist be entitled by reason of any such breach to terminate this Agreement, or to enjoin or restrain the distribution or exhibition of the Picture or the advertising or publicizing thereof.

11. NOTICES: All notices shall be in writing, and shall be sent to the addresses set forth below (subject to changes of which the parties are notified in writing). Notices shall be given by personal delivery, overnight courier, facsimile or by registered or certified mail (postage prepaid), and shall be deemed given on the date delivered or faxed, one (1) business day after a notice is sent by overnight courier, or three (3) business days after the date mailed. The time to respond to notices shall be five (5) business days.

<u>ARTIST</u>

THE ENDEAVOR AGENCY 9601 Wilshire Boulevard Third Floor Beverly Hills, California 90210 Attention: Ms. Stephanie Ritz

Tel. 310-248-2000 Fax 310-248-2020

PRODUCER

KASBAH-FILMS TANGIER RUE IBN AL BANNA NR. 10 CENTRE VILLE 90000 TANGER /MAROC TEL. +212 39 32 52 45 FAX. +312 39 32 52 48 MOBIL. +312 71 73 07 52

Attn: Jeremy Wall

Telephone:

Cel: 323-962-7704 Fax: 323-962-6722

- **12. OTHER SERVICES:** Artist agrees to use best efforts to be available, subject to prior professional commitments, for two (2) days of standard pre-production and one (1) day of standard post-production ("Pre/Post Days") activities including, but not limited to, wardrobe fittings, make-up tests, reshoots, ADR, dubbing and looping. Should the services of Artist be needed beyond the Pre/Post Days, Producer and Artist will renegotiate any additional days.
- 13. ASSIGNMENT: Producer may assign this Agreement or any part thereof to any third party distributor or entity; provided, however, that Producer shall remain liable hereunder unless such assignment is to a mid-sized domestic film distributor, leading independent sales company, mini-major studio, major studio or television network which assumes in writing all of Producer's obligations hereunder. Artist may not assign this Agreement.
- 14. ENTIRE UNDERSTANDING: This Agreement embodies the entire understanding, written or oral, in effect between the parties relating to the subject matter hereof and supersedes any agreement, written or oral that may currently exist between Producer and Artist. This Agreement can be modified only by a written instrument signed by both parties.

By signature below, the parties hereto agree to the terms and conditions set forth herein.

ACCEPTED AND AGREED:

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Its:

Producer

By:

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