



May 12, 2006

RE: THE OBJECTIVE: EQUITY INVESTOR AGREEMENT

The following shall constitute the agreement between JAZ FILMS, LLC, a California limited liability company ("Producer" and/or "JAZ"), at 2590 Glen Green, Suite 9, Los Angeles, CA 90068, Phone: (323) 201-2783, and Film Crew, L.L.C., 2216 W. North Avenue, Chicago, ILL 60647, (w) 773-235-5300 (m) (312) 804-9651, ("Film Crew"), with respect to investment in the motion picture project currently entitled "THE OBJECTIVE" (the "Picture") described below:

Producers:	Jeremy Wall, Zev Guber
Director:	Daniel Myrick
Screenplay:	Daniel Myrick and Mark Patton (credits tbc) based on a story by Dan Myrick
Casting Director:	John Jackson (attached)
Original Language:	English
Budget:	\$1.1 not to exceed \$1.4 million USD
Principal Cast:	TBA
Production Start Date:	On or before November 1, 2006
Delivery Date:	February 30, 2006
Sales Agent:	Arclight Films (Pre-approved) ("Arclight")
Synopsis:	Attached hereto as Exhibit "A"

1. **ATTACHMENTS:** Daniel Myrick is contractually obligated to direct this film, is contractually obligated to participate in the marketing of the film, and has and will continue to substantially contribute to the creation of the story and script. Producer is legally entitled to use the phrase "From the co-creator of Blair Witch Project" (or equivalent) in marketing of the Picture. Producer acknowledges that that Daniel Myrick's involvement in the Picture is a material condition of Film Crew's consent to enter into this Agreement.
2. **PRODUCTION STRUCTURE:** The production is structured so that the private investor equity pool contributes Forty-Five Percent (45%) of the Budget for the Picture against revenues from domestic rights, and the Sales Agent contributes Fifty-Five Percent (55%) of the of the Budget for the Picture against revenues from foreign rights. Each investor in the private investor equity pool shall have a proportional right to a share of One Hundred Percent (100%) all revenues derived from domestic exploitation of the rights in and to the Picture, as more fully set forth below. Each private equity investor's participation in the pool is a function of the amount of its investment relative to the total amount of the investment from all the private equity investors. For the sake of clarity if there is any cross collateralization then private investor equity shall take 22.5% of the world receipts.
3. **INVESTMENT:** Film Crew agrees to provide Producer with the greater of (a) Twenty-Five Percent (25%) of the domestic equity portion of the production budget; or (b) One Hundred

Eighty Five Thousand Dollars \$185,000.00 (the "Investment"). The final sum of the Investment and corresponding percentage of equity investment shall be determined and set forth in writing by Producer prior to expending any portion of the Investment. Film Crew shall have no obligation to provide additional funds over and above the Investment, but in the event additional funds are required, equity investors shall have the first opportunity to provide additional funds upon the same terms and conditions of their original investment. Investment in the Picture should qualify for the accelerated tax deduction recently enacted by Congress, The American Jobs Creation Act of 2004; however, investors should rely on the advice of their own accountants and lawyers with regard to all tax issues.

4. **QUALIFIED INVESTOR:** This is not a sale of registered securities. Investment in film production is a highly risky venture and is only suitable for sophisticated investors. Film Crew warrants and represents that he has reviewed the Accredited Investor Questionnaire attached hereto as Exhibit "B" and that each of its members, except for Collective Endeavors, L.L.C. is a "Qualified Investor" under such standards. Producer's receipt of an executed copy of the Accredited Investor Questionnaire from each of the members of Film Crew, L.L.C. except for Collective Endeavors, L.L.C. shall be material condition of Producer's consent to enter into this Agreement. Film Crew shall have meaningful consultation of critical matters of the Picture's production and sale.
5. **ESCROW PROCEDURES:** Within twenty five (25) days of the execution of this Agreement, the Investment shall be paid into an escrow account, made payable to "Don Erik Franzen Legal Services Trust Account." Upon satisfaction of the Conditions Precedent set forth below, Film Crew shall issue written authorization addressed to the film's production attorney, Jennifer Hughes, at the law firm of Funsten & Franzen, to release funds to the Picture's production account. In consideration for such services, Film Crew agrees that subsequent to release of the Investment to the Picture's production account upon Film Crew's written instruction, neither Jennifer Hughes nor law firm shall bear any further responsibility, obligation or liability in connection with the Investment. If escrowed funds do not equal or exceed One Million One Hundred Thousand Dollars (\$1,100,000) within one hundred and twenty (120) days of the date of this Agreement, the Investment shall be promptly returned to Film Crew. Once Film Crew money is deposited, only half may be withdrawn from escrow.
6. **CONDITIONS PRECEDENT:**
 - A. Film Crew shall deposit its Investment into escrow no later than twenty five (25) days after execution of this Agreement; provided, however, if Films Crew fails to deposit its Investment into escrow within the aforementioned designated time, then the parties agree that this Agreement shall cease and neither party shall have any obligation or duty to the other under this Agreement.
 - B. The following shall be conditions precedent to the release of the first half of the Investment to the production account:
 - a. Film Crew receipt and approval of all chain-of-title documentation with respect to the screenplay/outline of the Picture.
 - b. Film Crew receipt and approval of long-form distribution and sales agreement with Arclight.
 - c. Film Crew receipt of bond company letter of intent.
 - d. Film Crew receipt and approval of preliminary budget.
 - e. Film Crew receipt of document verifying John Jackson's attachment.
 - f. Verification that the following funds have been received into escrow:
 - i. \$100,000 cash investment by JAZ Films;

- ii. \$250,000 cash investment from other equity sources; and
- iii. First Installment of 10% deposit payment from Arclight Films.

C. The following shall be a condition precedent to the release of the second half of the Investment to the production account: Confirmation that Arclight has tendered 100% of its commitment to Producer, in accord with the terms of its agreement. In the event Arclight fails to pay the 90% balance due, the half of Film Crew's money in escrow together with a pro rata share of the balance remaining in the production account shall be immediately returned upon request by Film Crew. To the extent this term conflicts with the bond company's requirements, the parties hereto agree in good faith to amend such term to bond company's requirements.

7. **COMPLETION BOND & INSURANCE:** Upon the release of production funds from escrow, Producer shall secure a completion bond for the Picture, with Film Crew named as a beneficiary on the bond for the full amount of the Investment. The completion bond shall guarantee timely completion of the film. Producer shall obtain all insurance policies required by the bond company. Any Producer's errors and omissions insurance shall name Film Crew as an additional insured.
8. **SERVICES & CREDITS:** Ara Katz shall be offered the position of Production Coordinator and shall be awarded a credit of, at minimum, "Co-Executive Producer" on a shared card. Daniel Patinkin shall be awarded the credit of "Executive Producer" on a shared card in the opening credits and in all paid ads. Daniel Patinkin shall be made aware of and consulted on all significant material developments with respect to the production and sale of the film. Daniel Patinkin shall have the right to visit the set and observe filming for a minimum of five (5) days.
9. **FINDERS FEE:** JAZ shall pay to Ara Katz a finders fee equal to Three Percent (3%) of the Investment, which fee may be off-set by payments as a production coordinator on the Picture. JAZ shall pay to Film Crew a finders fee equal to Three Percent (3%) of the Investment. Both finders fees shall be due and payable no later than commencement of principle photography.
10. **NORTH AMERICAN TERRITORY:** For the purposes of this Agreement, the North American Territory shall be defined as the United States and Canada.
11. **DOMESTIC REVENUES:** The definition of domestic revenues shall include, without limitation, revenue derived from all sources of exploitation of the Picture, including television, home video, DVD, VOD, theatrical, internet adaptations, merchandising and licensing. Film Crew shall have right of first refusal to invest in a sequel(s), prequel(s) or any other derivative content related to The Objective.
12. **WATERFALL RECOUPMENT:** The Investment shall be calculated against rights and Domestic Revenue actually received by Producer. "Domestic Revenue" shall mean any and all non-returnable revenue, sums, compensations, monies, advances, fees, consideration and/or remuneration of any kind actually received by Producer from License of the Picture in the North American Territory, excluding any sales, withholding, use or remittance taxes, and any returns, discounts, rebates, credits or refunds. Advances, security deposits, guarantees, and similar payments are not Domestic Revenue until they become non-refundable. Best efforts will be made to ensure that advances are non-refundable. JAZ, or its agents shall license the Project to a domestic distributor(s) for an "Advance" against royalties. Domestic Revenue, including Advance(s) and Overages (as defined below), if any, shall be allocated and paid in the following order:
 - a) Arclight shall first receive the non-deferred Five Percent (5%) domestic sales agency fee from Domestic Revenue;

- b) Producer shall then receive any unpaid out-of-pocket overhead, production and/or delivery costs incurred in connection with the Picture, not to exceed \$50,000;
- c) Next, One Hundred Percent (100%) of the remaining revenues shall be distributed to the equity investors on a pari passu basis until each equity investor receives One Hundred Percent (100%) of its original investment;
- d) Producer shall then receive its deferred producer fee in the amount of \$100,000;
- e) Next, One Hundred Percent (100%) of the remaining revenues shall be distributed to the equity investors on a pari passu basis until each equity investor receives an additional Fifteen Percent (15%) return on its original investment;
- f) Next, Arclight shall receive its deferred commission of Five Percent (5%) of Domestic Revenue;
- g) Thereafter, in perpetuity, Domestic Revenue shall be split 50/50 between the equity investors and the Producer. Producer shall be responsible for compensating all talent and creative profit participants, if any, from its share of the Domestic Revenue.
- h) If equity investors have recouped their original investment plus contractually agreed return, and there is an imbalance between gross receipts from the international and the North American Territory, Producer and Film Crew shall elect jointly, to cross-collateralize such receipts to the benefit of Film Crew. (For the sake of clarity, if equity invests 45% of the budget of the Picture and equity has recouped its return then it shall either receive 50% of the receipts from the North American Territory or it shall receive 22.5% of the receipts from the World (the North American Territory and international territories) when the receipts are cross collateralized.
- i) If Domestic Revenue has not recouped the equity, but JAZ's Sales Agent has recouped its advance and its costs as well as delivery items as specified in the Sales Agent agreement with JAZ Films, then 100% receipts from International revenues shall be directed by Producer to recoup the investment until ~~6e, 6d and 6c~~ in the flow of receipts has been achieved.

12c, 12d, 12e  

13. **OVERAGES.** All domestic revenue over and above the advance ("Overages") shall be subject to standard deductions by Domestic distributor(s) (i.e., prints, advertising, and distribution fees). All Overages earned and received by Producer from the Domestic distributor(s) shall be subject to the same Waterfall Recoupment outlined above, after deduction of guild payments and reasonable finance and accounting charges, except that Director shall be entitled to negotiate an adjusted gross receipt ("AGR") deal subject to distributor agreement, as is standard for name directors. In the event Director negotiates such AGR deal, Investors will be subject to a "director corridor," according to which the director may recoup in parallel position with Profit Participants, only after Investors recoup One Hundred and Fifteen Percent (115%) of their Investment, as set forth above.
14. **COLLECTION ACCOUNT.** Prior to marketing or selling the film, Producer will employ an approved third party collection company to collect revenues from the sales of the film and to distribute revenues to investors in the film according to the terms of the relevant legal contracts (e.g., Fintage House (www.fintagehouse.com) or Pueblo Film Group (www.pueblofilm.com)).
15. **PREMIERES AND FESTIVALS:** Each of Daniel Patinkin and one guest shall be invited to attend all premieres of the Picture and all film festivals at which the Picture is being screened, and Producer shall make best efforts to arrange for Daniel Patinkin and one guest to be included on the guest list for all parties and award ceremonies relating to the film, even when such invitations are not within Producer's discretion or control.
16. **COPY OF THE PICTURE:** Film Crew will be provided with no less than three (3) DVD copies of the Picture.



17. **ASSIGNMENT**: No party may assign any of its rights or obligations pursuant to this Agreement without the prior written consent of the other party, and any such attempted assignment shall be deemed null and void. Notwithstanding the foregoing, Producer shall have the rights to assign all of its rights and obligations under this Agreement solely to a single purpose entity to be formed for the purpose of producing the Picture (e.g., The Objective, LLC).
18. **LIMITATION OF REMEDIES**: Film Crew acknowledges that in the event of a breach of any of Producer's obligations under this agreement, the damage (if any) caused to Film Crew thereby is not irreparable or otherwise sufficient to give rise to a right of injunctive or other equitable relief; and Film Crew's rights and remedies in the event of a breach of this agreement by Producer shall be limited to the right, if any, to recover damages in an action at law and Film Crew shall not be entitled to any equitable relief to restrict or interfere with Producer's right to produce, distribute, market or exploit all motion pictures or other productions produced pursuant to this agreement or contemplated herein (including, but not limited to, derivative works) and the ancillary rights therein or to otherwise exploit or exercise any of the rights granted to Producer hereunder.
19. **JURISDICTION**: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. In the event, a dispute arises with respect to the interpretation or effect of any of the terms of this Agreement, the parties agree to submit to binding arbitration under the jurisdiction of Judicial Arbitration and Mediation Services (JAMS) in Los Angeles, California. Any judgment rendered therein may be entered in the Federal and State courts situated within Los Angeles, California and the parties hereby agree and submit to the jurisdiction and venue of such courts for such purposes.
20. **MISC. PROVISIONS**: The parties hereby agree to do all such further acts and deeds and To execute all such further documents and instruments consistent with the terms hereof that may from time to time be reasonably required to confirm the parties' respective rights and obligations hereunder. It is contemplated that a more formal agreement may be entered into by the parties hereto covering the subject matter hereof, which agreement shall contain such standard terms as are customary in the Los Angeles television and motion picture industry for agreements of this type, subject to good faith negotiation not inconsistent with the terms specified herein. Unless and until such more formal agreement is executed, this Agreement shall constitute a binding contract between the parties hereto. This Agreement shall not constitute a partnership, joint venture, agency, employee/employer, or any other similar relationship between the parties hereto and the parties shall all times be deemed to be independent contracting parties with respect to this Agreement. Each party has been advised and has had an opportunity to seek legal counsel. In the event there is a dispute regarding the terms or interpretation of any provision herein, it shall be deemed to have been drafted by both parties.
21. **INVESTOR AGREEMENT RIDER**: The Investor Agreement Rider attached hereto by this reference is made a part of this Agreement. Any conflict between terms shall be governed by the terms of the main Agreement and not the Rider.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

JAZ FILMS, LLC

By: 

Its: MANAGER

ACCEPTED AND AGREED TO:

Film Crew, L.L.C.

By: D. Patinkin 5/12/06

Daniel Patinkin

As Manager of

Collective Endeavors, L.L.C.

as Manager of Film Crew, L.L.C.

INVESTOR AGREEMENT RIDER

Rider to the Investor Agreement (this "Agreement") between JAZ Films, LLC, and any successor-in-interest ("Producer") and Film Crew ("Investor") with respect to the motion picture "THE OBJECTIVE" (the "Picture").

1. Security for Repayment and Enforcement of Other Obligations. To secure the repayment of Investor's investment and the other obligations of Producer hereunder, Investor shall be granted, no worse than Pro Rata with any other equity investor, a security interest in the approved Screenplay, Picture and all related rights and assets. Investor's security interest shall be automatically extinguished upon Investor's receipt of 115% of its Investment.

2. Accounting and Auditing. Producer shall keep true and complete records of all receipts and expenditures with respect to the Picture in accordance with generally accepted accounting principles for the motion picture industry consistently applied. Quarterly reports will be sent within sixty (60) days of the end of each such period. Any schedules or reports provided to the completion guarantor shall also be provided to Investor. Investor shall have the right to have a registered CPA examine the books and records of Producer once each year to the extent they pertain to the Picture. Such examination shall be made during reasonable business hours, upon reasonable advance written notice, at the regular place of business of Producer and shall be conducted on Investor's behalf and at Investor's expense by Investor's designee (unless such audit uncovers an underpayment of Ten Percent (10%), then Producer shall reimburse Investor for its reasonable, actual out-of-pocket audit costs not to exceed \$3,000). Such examination shall not be made more frequently than annually and no more than once with respect to any accounting period or statement rendered hereunder.

3. Representations and Warranties of Producer. Producer hereby represents and warrants to Investor that:

3.1 Powers and Authority. It is duly organized, validly existing and in good standing, for the development, financing, production, distribution and exploitation of the Picture. It has entered into no agreements and has no obligations with any third parties unrelated to such purpose, and will not enter into any such agreements. Its managing members are Jeremy Wall and Zev Guber. It has the authority and all necessary rights and title to enter into and perform this Agreement and the transactions contemplated hereby or referred to herein and has taken all necessary action to authorize the entry into and performance of this Agreement and such transactions. Upon Producer's receipt of the full escrowed production funds, it shall promptly file an application with the California Secretary of State to form a single purpose limited liability company, "The Objective, LLC," (the "LLC") for the sole purpose of producing and exploiting the Picture, which LLC shall assume all of Producer's rights, obligations and liabilities hereunder.

3.2 Non-Conflict. The entry into and performance of this Agreement and the transactions contemplated hereby do not and will not conflict with:

- (i) any existing law or regulation or any official or judicial order, or
- (ii) Producer's articles of organization, or
- (iii) any agreement or document to which Producer is a party or which is binding upon it or any of its assets.

Without limiting the generality of the foregoing, Producer represents and warrants that there are not now (and there shall not later arise) any liens, claims, encumbrances, legal

proceedings, restrictions, agreements or understandings which might conflict or interfere with, limit, derogate from, or be inconsistent with or otherwise affect any of the provisions of this Agreement or any of the representations or warranties of Producer contained herein, including without limitation, any U.C.C. filings, copyright assignments or other liens, inconsistent herewith, except only standard guild security interests to the extent Investor is notified thereof.

3.3 Consents. All authorizations, approvals, consents, licenses, exemptions, filings, registrations, notarizations and other matters, official or otherwise, required by Producer or advisable in connection with the entry into, performance, validity and enforceability of this Agreement have been obtained or effected and are in full force and effect.

3.4 Right to Produce and Exploit Picture. Producer owns all rights necessary to produce, distribute, exhibit and otherwise exploit the Picture, based on the approved Screenplay, in perpetuity, throughout the universe in all media.

3.5 Production/Guild Costs and Obligations. Producer will produce the Picture consistent with the approved Screenplay and approved Budget, will cause all production and distribution costs and obligations related to the Picture to be paid to third parties when due (including without limitation guild residuals) and will abide by all applicable guild rules and obligations.

3.6 Litigation. No litigation, arbitration or administrative proceedings are threatened or, to Producer's knowledge, pending which call into question the validity or performance of its obligations hereunder.

3.7 Copy Documents. Each copy document delivered to Investor (or its attorneys) by or on behalf of Producer under or in connection with this Agreement and/or any prior negotiation between Producer and Investor constitutes a true and complete copy of the document of which it purports to be a copy.

3.8 Material Information. To the best of Producer's knowledge, all information which will be material to a person assuming the obligations and acquiring the rights assumed and acquired by Investor pursuant to this Agreement has been disclosed in writing to Investor and there are no facts or circumstances which would make such information misleading or inaccurate.

3.9 Survival. Producer's warranties and representations are of the essence of this Agreement and shall survive the early termination hereof. None of Producer's warranties and representations shall in any way be limited by reason of any investigation made by Investor or on behalf of Investor regarding said warranties and representations.

4. Indemnity. Producer indemnifies and holds Investor free and harmless of and from any and all claims, causes of action, damages, losses, costs and expenses (including reasonable outside attorneys fees and costs) arising from or connected with the development, production, financing, marketing, distribution or exploitation of the Picture or the breach of any of Producer's representations, warranties or obligations in this Agreement. Investor shall defend, indemnify, make good, save and hold harmless Producer, its successors, licensees and assigns and their respective officers, agents and employees, from all liabilities, damages, costs, charges, reasonable outside attorney fees, costs, actions, final and adverse judgments, penalties, expenses and other losses whatsoever which may be obtained against, imposed upon or suffered by Producer, its successors, licensees and assignees arising from a breach of any of Investor's representations, warranties, or agreements hereunder.

5. Dispute Resolution and Applicable Law. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to

and finally resolved by arbitration under the commercial arbitration rules of the Judicial Arbitration and Mediation Services (JAMS). The arbitration shall be initiated and conducted according to either the JAMS Streamlined (for claims under \$250,000) or the JAMS Comprehensive (for claims over \$250,000) Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure, at the Los Angeles office of JAMS, or its successor in effect at the time the request for arbitration is made (the "Arbitration Rules"). The arbitration shall be conducted in Los Angeles County before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The arbitrator shall follow California law and the Federal Rules of Evidence in adjudicating the Dispute. The parties waive the right to seek punitive damages and the arbitrator shall have no authority to award such damages. The Arbitration Rules are deemed to be incorporated by reference into this Agreement except to the extent that any such rules conflict or are inconsistent with any provision of this paragraph, in which case the provisions of this paragraph shall prevail. This Agreement shall be governed by the internal substantive laws of California without giving effect to the law of conflicts of law. The place of the arbitration shall be the county of Los Angeles, California.

6. Chain of Title. Investor's obligations hereunder shall be conditioned upon its receipt and reasonable approval of the chain of title of the Picture.

7. Relationship. Nothing herein shall be deemed to create a partnership, joint venture or employer-employee relationship between the parties. No party hereto, or any of their respective agents or representatives, shall be or hold themselves out as being authorized agents of any other party and no party hereto shall have the power, except as expressly set forth herein or in any agreement or document referenced herein, whatsoever to enter into contracts or commitments binding upon any other party.

Exhibit "A"
Synopsis

The Objective is a supernatural thriller, with some elements similar to *Blair Witch Project*. The plot will be along the lines of the following: A Special Ops team is sent on a special mission into remote areas of Afghanistan to track down a legendary warlord. One member of the team is a communications officer whose mission is to document their efforts. They find themselves faced with a hostile and mysterious supernatural force that kills them off one at a time. Only the communications officer survives. Having lost his mind, he is found wandering around a village in Pakistan with video footage of what transpired. Investigators use the footage to piece together the mystery.

Synopsis subject to change by Dan Myrick.

DM

Exhibit "B"
Accredited Investor Questionnaire

on

Accredited Investor Questionnaire

Instructions: This Questionnaire is addressed to investors who are "accredited", as that term is defined pursuant to Regulation D under the Securities Act of 1933. Please check the box in the category that is the basis of your accredited investor status.

Check
Applicable
Box

Qualification

- ☐ A natural person who (individually or with my spouse) has a net worth of \$1,000,000 or more.
- ☐ A natural person who had "income" of \$200,000 in each of the last two years and reasonably expects to have "income" of \$200,000 in the current year.
- ☐ A natural person who had joint "income" with my spouse of \$300,000 in each of the last two years and reasonably expects joint "income" with spouse of \$300,000 in current year.
- ☐ A corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of \$5,000,000.
- ☒ An entity in which all equity owners ^{except for one} are "Accredited Investors".
- ☐ A "bank", as defined in Section 3(a)(2) of Securities Act of 1933 (the "Act"), whether acting for itself or as a fiduciary.
- ☐ A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting for itself or as a fiduciary.
- ☐ An "insurance company" as defined in section 2(13) of the Act.
- ☐ An investment company or mutual fund registered under Investment Company Act of 1940.
- ☐ A small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.
- ☐ A private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940.
- ☐ An "exempt organization" as described in Section 501(c)(3) of the Internal Revenue Code of 1954 not formed for the specific purpose of acquiring the Shares, with total assets in excess of \$5,000,000.
- ☐ An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA") if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment advisor.
- ☐ An employee benefit plan within the meaning of ERISA which has total assets in excess of \$5,000,000.
- ☐ An employee benefit plan within the meaning of ERISA, which is a self-directed plan, with investment decisions made solely by persons that are accredited investors.
- ☐ A "trust", with total assets in excess of \$5,000,000 not formed for the specific purpose of acquiring the Shares, whose purchase is directed by a sophisticated person.

The undersigned hereby represents and warrants that the undersigned is a person or entity which is accurately described next to the box which has been checked above:

Name: Daniel J. Patinkin Company: Collective Endeavors, L.L.C.
Signature: D. Pat Customer Number: _____

The following constitutes irrevocable escrow instructions to you as the "Escrow Holder", and also constitutes the Escrow Agreement between JAZ Films, LLC ("Production Company") and Film Crew, L.L.C. ("Investor") for the release of funds in connection with the matters hereinafter set forth the Agreement, dated as of May 9, 2006 (the "Agreement"), between Production Company and Investor in connection with the motion picture tentatively entitled "The Objective".

1. **ESCROW:** This escrow is established to carry out the provisions of Clauses 5 and 6 of the Agreement regarding the occurrence of specified conditions precedent to the release of funds. You, as Escrow Holder, are not (except as expressly provided herein) to be concerned with the terms, conditions or contents of the Agreement or with the accuracy of any information contained in any notice from Production Company or Investor under Clause 3 below, your only duties being those expressed by these escrow instructions.

2. **ESCROW ACCOUNT:** Not later than June 2, 2006, Investor will deposit into your escrow account ("Don Erik Franzen Legal Services Trust Account") (the "Account"), the sum of US\$185,000.00 (the "Escrowed Amount"). Subject to the provisions of Clause 3 below, you are hereby irrevocably instructed to pay to Production Company the Escrowed Amount, after receiving written confirmation from Investor that the conditions precedent have been satisfied in accordance with the terms of the Agreement, by checks made payable to Production Company on that date.

3. **DISBURSEMENT:** If Production Company or Investor gives you written notice of an alleged material breach by either under the Agreement or of the occurrence of an event which would otherwise entitle Investor to suspend or terminate its payment obligations under Clauses 5 or 6 of the Agreement, you shall not disburse to Production Company any further sums from the Escrowed Amount. You shall instead retain in the Account the balance of the Escrowed Amount remaining undisbursed on the date of your receipt of such notice, until the occurrence of the first of any one of the following events:

(a) You receive written instructions from Investor to resume payment of the balance of the Escrowed Amount, in which case you will resume such payments effective upon, and in accordance with such instructions; or

(b) You receive mutual and consistent written instructions from Production Company and Investor (or both of their respective counsel) to pay such amounts either to Production Company or to Investor, or proportionately to each of them or as otherwise indicated in such instructions, in which event you will make such payment(s); or

(c) You receive a final written award issued by the Judicial Arbitration and Mediation Services ("JAMS")

9. AMENDMENT; GOVERNING LAW : These Escrow Instructions shall not be modified, or amended except by a written instrument signed by Production Company and Investor.

10. ADVICE OF COUNSEL : Each party acknowledges it has been advised to seek advice of independent counsel with respect to the meaning and construction of this Escrow Agreement.

Film Crew, L.L.C., "Investor"

By: D. Patinkin

5/12/06

Name: Dan Patinkin, Manager of Collective Endeavors, LLC.

Its: Manager

JAZ Films, LLC, "Production Company"

By: Jeremy Wall

Name: Jeremy Wall

Its: Manager

Arclight films

9229 Sunset Boulevard, Suite 705
Los Angeles, California 90069
TEL: (310) 777.8855
FAX: (310) 777.8882

November 29, 2006

Jeremy Wall
1726 Whitley Ave.
Los Angeles, CA 90028

RE: The Objective

Dear Jeremy,

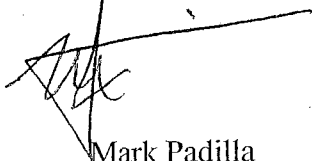
Ian asked that I send these documents to you for signature. I believe you have done all these before, but apparently FIDEC is missing some, so Ian thought it best to just redo.

The "Internaional Sales-Sub Agency Agreement" - Please sign and return all 4 copies to us.

The "Assignment Agreement" - Please sign and return 2 copies to us and you keep the other 2.

If you have any questions or concerns, please call Ian or I.

Best,
Mark



Mark Padilla
Manager, International Operations

Jeremy Wall
JAZ Films
1726 Whitley Av.
Hollywood, CA 90028

April 16, 2006

Jeremy,

I am glad that we finally had the opportunity to meet face-to-face. Thankfully, you seem to be as trustworthy and competent in person, as you are on the phone.

Whatever the outcome of this deal, I am endlessly grateful that you have given me the opportunity to participate in it. Over the past month I have learned half an encyclopedia worth of knowledge about the entertainment business and, as much, about business in general.

I will do anything in my power to ensure the success of this project and to foster a mutually rewarding relationship between us. Let's make everything happen. The sky is not the limit.

Your Friend,



Dan Patinkin

DE LA MARE ENGINEERING, INC
1908 First Street
San Fernando, California 91340-2610
Phone (818)365-9208 *USA* Fax (818)365-8775
Email: orderdesk@dlmeng.com

Dec. 15, 2006

TO: CONOR COUGHLAN c/o Jeremy Wall
Morocco

Phone:
Fax:
Email: jeremy_wall@sbcglobal.net

PROFORMA INVOICE

50 ea	Z-17	Igniters	UN0454	1.4S	\$6.45 ea	\$	322.50
1 ea	D80-1/32	Igniters	"	"	\$9.75 ea	\$	146.25
15 ea	D80-1/16	Igniters	"	"	\$9.75 ea	\$	146.25
15 ea	D80-1/8	Igniters	"	"	\$9.75 ea	\$	146.25
100 ea	D80-1	Igniters	"	"	\$9.75 ea	\$	975.00
150 ea	D80-2	Igniters	"	"	\$9.75 ea	\$	1,462.50
300 ea	D60-6	Igniters	"	"	\$9.75 ea	\$	2,925.00
70 ea	A-5M	Igniters	"	"	\$1.55 ea	\$	108.50
300 ea	SD70-4	Detonators	UN0456	1.4S	\$11.35 ea	\$	3,405.00
200 ea	Sparking Ball - .68 Cal. PB		UN0431	1.4G	\$2.30 ea	\$	460.00
200 ea	Dust Ball - .68 Cal. PB				\$2.10 ea	\$	420.00
200 ea	Empty Plastic Ball - .68 Cal. PB				\$0.50 ea	\$	100.00
50 ea	Ear Plug				\$1.05 ea	\$	52.50
25 ea	Friction Tape				\$3.65 ea	\$	91.25
5 ea	Gaffers Tape				\$11.95 ea	\$	59.75
70 ctns	Empty carton: 10 ea. of 2 oz., 4 oz., 6 oz., 8 oz., 10 oz., 12 oz., 16 oz. (total of 70)				\$1.05 ea	\$	73.50
200 ea	Blood Bag - 1-1/2x3"				\$3.15/100	\$	6.30
						\$	10,900.55
						\$	757.29
						\$	35.00
						\$	1,295.00
						\$	12,987.84
						\$	45.00
						\$	13,032.84

(ONLY if payment is sent by wire transfer)

Order will ship upon receipt of payment and a copy of the Import permit. Please give me the shipping address, phone and fax numbers at your earliest convenience.

If you have any questions please contact me. Thank you (and Conor) for your order and have a good weekend!

Sincerely,
Jill Bruno

Important! Please note:

Obtaining the necessary customs clearance documents, import licenses, removal permits, etc. necessary to release any shipment from customs is the responsibility of the consignee. We regret that De La Mare Engineering cannot provide these and recommend pursuing the matter with the appropriate authorities well in advance of the arrival of the shipment as they can be time-consuming to obtain. Thank you for your understanding.

Banking: De La Mare Engineering Inc. • Account Number #00922-14991 • Bank of America • San Fernando Office #0092 •
120 S. Brand Blvd. • San Fernando, CA 91340 USA • Routing #121000358