

Producer Agreement "The Objective"

Agreement dated November 15, 2006 by and between The Objective, LLC, a California limited liability company ("Production Company") and Zev Guber Productions, Inc., a New Jersey corporation ("Lender") f/s/o Zev Guber ("Producer") for the development and production of a motion picture presently entitled "The Objective" ("Picture") to be based upon the property described below, and if Production Company elects to proceed to production, to be produced by Producer.

1. **EMPLOYMENT:** Lender agrees to provide the services of Producer for the development and production of a Picture based upon the Property.
2. **THE PROPERTY:** The Property consists of the story idea by Daniel Myrick entitled "The Objective." Production Company has acquired the motion picture, ancillary and allied rights to the Property from Daniel Myrick, employed Mark Patton to co-write a treatment with Daniel Myrick, and employed Wesley Clark ("Writer") to write a screenplay based on the Property.
3. **RELATIONSHIP OF THE PARTIES:** Producer and Jeremy Wall are Managing Members of JAZ Films LLC, which owns a fifty percent (50%) share of Production Company.
4. **CONTINGENCIES:** This deal and all Production Company's obligations hereunder are subject in all respects to clearance of chain of title on the Property and finalizing financing.
5. **DEVELOPMENT AND PRE-PRODUCTION:**
 - (a) **Supervisory Services:** Producer shall supervise the development of and the revisions to the screenplay, and all pre-production activities required by Production Company, including the selection of proposed available casting and preparation of a proposed negative cost budget based on the screenplay determined by Production Company and Producer to be the final screenplay. Such services shall be on a non-exclusive basis but the rendering of other services by the Producer shall not interfere with Producer's obligations to Production Company hereunder.
 - (b) **Development Fee:** Lender shall be entitled to receive a development fee of \$10,000 for furnishing Producer's supervisory services (which shall be applied against the Producer's Fixed Fee) payable as follows:
 - (i) \$2,500 upon written acknowledgment of this deal memo by Lender;
 - (ii) \$2,500 upon commencement of Writers' services and Producer's supervisory services;
 - (iii) \$2,500 upon delivery of the first draft screenplay; and
 - (iv) \$2,500 upon delivery of all screenplay materials required by Production Company.
6. **START DATE:** If Production Company elects to proceed to production, it shall determine a start date for principal photography to occur, subject to extension by reason of weather conditions, location availability, scheduling problems, force majeure, and/or cast and director availability, after consultation with Producer; provided, however, Production Company shall have the right to make the final determination of the start date.

7. COMPENSATION: If Production Company elects to proceed to production of the Picture:

(a) Services: Lender shall furnish the services of Producer on a non-exclusive, first-priority basis until eight (8) weeks prior to the commencement of principal photography; then on an exclusive basis until completion of principal photography. Thereafter, Producer's services shall be exclusive until delivery of the final corrected print of the Picture.

(b) Fees: Provided Lender and Producer are not in default and Producer has performed all required services hereunder, Lender shall be entitled to receive the following for furnishing Producer's services hereunder:

(i) Fixed Fee: \$32,500, less all sums previously paid as the Development Fee, payable 80% in equal weekly installments over the exclusive pre-production period and the scheduled period of principal photography; 10% upon completion of scoring; and 10% upon delivery of the final corrected answer print of the Picture and completion of delivery of all items required by Production Company for the complete delivery of the Picture. Flat Fee Basis: Production Company and Lender hereby mutually acknowledge that the Fixed Compensation as hereinabove specified is a "flat fee" and Lender shall not be entitled to any additional and/or so-called "overage" compensation for any services rendered by Producer during the development, pre-production, production, or post-production phases, or for additional post-production services rendered by Producer.

(ii) Deferment: \$25,000 deferred and payable pro rata with all similar deferments at the point just preceding the point at which participations in the Net Profits of the Picture are payable.

(iii) Participations: Lender's and Producer's share of net profit participations shall be assigned to JAZ Films, LLC, which shall be entitled to 40% of 100% of the Producer's Share of Net Profits of the Picture, reducible by the amount of all third party participations. Net Profits shall be defined and computed in accordance with Production Company's standard definition, and shall be subject to good faith negotiation and shall comply with the provisions of the most recent version of Schedules A and B of the Fintage House Collection Account Management Agreement.

(iv) Producer Override: Lender's and Producer's share of Producer Override shall be assigned to JAZ Films, LLC, which shall be entitled to 40% of 100% of the Producer Override, as more fully set forth in the Collection Management Account.

8. OWNERSHIP AND RIGHTS GRANTED:

8.1. As between Production Company, on the one hand, and Lender and Producer, on the other hand, the Picture and all materials pertaining thereto or included therein and all rights therein and all of the results and proceeds of Producer's services hereunder, including all copyrights (and renewals and extensions of copyright) and trademarks, and whether such results and proceeds consist of literary, dramatic, or any other form of works, are and shall be for all purposes the sole and exclusive property of Production Company forever, Producer being deemed for such purposes an employee for hire for Production Company within the meaning of the U.S. Copyright Law. Producer hereby irrevocably, forever and throughout the universe assigns and transfers to Production Company all rights of every kind and nature in and to such results and proceeds, including without limitation all rights of any kind and character in and to all materials, appearances or services of any kind which Producer may direct, stage, perform, compose, suggest or produce hereunder. In the event that Production Company shall desire to secure separate assignments with respect to any of the foregoing, Producer agrees to duly execute and deliver the same upon Production Company's request therefor; it being expressly agreed, however, that all

rights herein granted or agreed to be granted to Production Company shall vest in Production Company whether or not such separate assignments are requested by Production Company or are executed and delivered. Producer shall not transfer or purport to transfer any right, title or interest in or to any of the rights herein granted to Production Company, nor shall he at any time authorize or willingly permit any person to infringe in any way upon such exclusive rights as are hereby granted to Production Company. Producer hereby authorizes Production Company in its name or otherwise, at Production Company's sole expense, to institute any proper legal proceedings to prevent such infringement or to enforce Production Company's rights or to seek any remedies. All rights granted by Producer to Production Company hereunder are irrevocable and shall vest in Production Company and Production Company's successors and assign.

8.2. Without limiting the generality of the foregoing, Production Company shall also have the unlimited, universal right to exploit and use the Picture or any part or element thereof in any manner and in any or all media, whether now known or hereafter devised in perpetuity, without any additional obligation to Lender or Producer.

9. NAME AND LIKENESS: Lender and Producer hereby grant to Production Company the right, in perpetuity and throughout the universe, to use Producer's name, approved likeness and/or approved biography in connection with the production, exhibition, advertising and other exploitation of the Picture (including, without limitation, documentaries, featurettes, promotional films and so-called "behind-the-scenes" programming and interviews) and all subsidiary and ancillary rights therein, in any and all media, including, but not limited to, recordings (in any configuration) containing any material derived from the Picture, including, without limitation, all or any part of the soundtrack of the Picture, publications, merchandising and commercial tie-ups; provided, however, that in no event shall Producer be depicted as using any product, commodity or service without Lender's and Producer's prior consent. Notwithstanding the foregoing, it is understood and agreed that Production Company's use of Producer's name in a billing block on any item of merchandise or other material shall constitute an acceptable use of Producer's name which shall not require his consent.

10. CREDITS: Provided Lender and Producer are not in material default and Producer has performed all material services required hereunder, Producer will be accorded the following credit on screen and in paid advertising (subject to Production Company's standard exceptions and exclusions):

(a) "A JAZ Films Production" before or after the title in a size of type which is not less than 50% of the size of type used for the title on screen and 35% of the size of type used for the title in paid advertising of such paid advertising issued by the distributor(s) of the Picture. Said credit shall appear on a separate card on screen.

(b) "Produced by Zev Guber" either on a shared card with Jeremy Wall or on a separate card in second position of all persons receiving credit as a "Producer," in a size which is not less than 50% of the size of type used for the title on screen and 35% of the size of type used for the title in paid advertising of such paid advertising issued by the distributor(s) of the Picture.

(c) If both an artwork title and a regular title are used, the above references to "title" shall refer to the regular use of the title. If only an artwork title is used, the percentage requirements shall not be less than 15% of the average size of the letters used in the artwork title.

11. TRANSPORTATION AND EXPENSES: If Producer is required by Production Company to perform services at a location more distant than a radius of 50 miles from Los Angeles, Production Company shall furnish Producer with or shall reimburse Lender for one coach if available and if used round-trip

transportation(s) to and from such location(s); Production Company shall provide accommodations at such location; and Production Company shall pay Lender \$700 per week for Producer's other living expenses, prorated at 1/7 daily. Production Company will discuss an upward adjustment or downward adjustment to such living expenses at the appropriate time if Production Company determines that such expenses are inadequate or excessive for the applicable location. The terms of all transportation and expenses shall be on a favored nations basis with Daniel Myrick and Jeremy Wall.

12. PREMIERES: Producer shall receive an invitation for two persons to attend all film festivals and celebrity premieres in the United States of the Picture. Production Company shall use good faith efforts to induce the distributor or film festival to provide travel and expenses to such premiere. In any event no individual rendering services on the Picture shall receive more favorable treatment with respect to any film festival or premiere.

13. CONSULTATION RIGHTS: Lender shall have the right of consultation with Production Company with respect to the initial U.S. advertising campaign and the initial U.S. distribution pattern of the Picture, with Production Company having final approval thereof. If Producer is unavailable to exercise such rights at such reasonable times and places as required by Production Company hereunder, then such consultation rights with respect to the particular matter at hand shall be deemed waived by Lender.

14. EMPLOYMENT ELIGIBILITY: All of Production Company's obligations herein are expressly conditioned upon Producer's completion, to Production Company's satisfaction, of the I-9 form (Employee Eligibility Verification Form), and upon Lender's submission to Production Company of original documents satisfactory to demonstrate to Production Company Producer's employment eligibility.

15. NOTICES: Notices hereunder shall be in writing. Any notices hereunder shall be given by personal delivery or by mailing (in a postpaid, certified or registered wrapper) or telegraphing the same to the appropriate party at the address listed below, or by transmitting the same by facsimile (with a confirmation copy sent by regular U.S. mail) and the date of such personal delivery, mailing, telegraphing or facsimile transmission shall be the date of giving of such notice. The names and addresses below concerning notices to all parties hereto shall also be deemed to be the place where payments required under this agreement shall be sent:

To Production Company:

The Objective, LLC
1726 Whitley Avenue
Los Angeles CA 90028
(t) (323) 962_7704
(f) (323) 962_6722

with a courtesy copy to:

Jennifer Hughes, Esq.
Funsten & Franzen
9595 Wilshire Blvd., Ste. 305
Beverly Hills, CA 90212
(t) (310) 785-1710
(f) (310) 785-1720

To Lender and Producer:

Zev Guber Productions, Inc.
60 Melrose Place
Montclair, New Jersey 07042
(t) (973) 985-3725
(f) (866) 485-1280

16. INDEMNIFICATION: Lender and Producer hereby indemnify Production Company and those claiming under Production Company (including without limitation any distributor or exhibitor), and the officers, directors, shareholders and agents or employees thereof, from and against any liabilities, losses, claims, demands, costs (including without limitation reasonable attorneys' fees and litigation expenses) in connection with any breach of any warranty, representation or agreement of Lender and Producer under this Agreement. Production Company hereby indemnifies Lender and Producer from and against any liabilities, losses, claims, demands, costs (including without limitation reasonable attorneys' fees and litigation expenses) arising from Producer's use pursuant to the Agreement of any material furnished to Producer by Production Company or any breach of any warranty, representation or agreement of Production Company hereunder or the development, financing, production and/or exploitation of the Picture or any element thereof and/or the allied or ancillary rights relating thereto, except to the extent covered by Producer's indemnity.

17. INSURANCE: Production Company shall take out, at Production Company's expense, life, health, accident, cast or other insurance covering Producer, in any amount Production Company deems necessary to protect Production Company's interest hereunder. Lender and Producer shall not have any right, title or interest in or to such insurance. Lender and Producer shall assist Production Company in obtaining such insurance by submitting to usual and customary medical and other examinations and by signing such application, statements and other instruments as may be reasonably required by any insurance Production Company.

18. ADDITIONAL INSURED: Production Company agrees to name Lender and Producer as an additional insured on Production Company's Errors and Omissions and general liability insurance policies with respect to the Picture, in accordance with the terms and subject to the conditions and limitations of such policies, including subrogation, for so long as, and only to such extent as such policies are carried by Production Company, provided that such additional coverage shall be available at no additional cost to Production Company and with no additional deductible. The provisions of this paragraph shall not be construed so as to limit or otherwise affect any obligation, representation or agreement by Lender and Producer hereunder.

19. COMPLETE UNDERSTANDING: This Agreement together with the Collection Management Account Agreement and the Operating Agreement for The Objective LLC set forth the complete understanding between Lender and Producer and Production Company with respect to the subject matter hereof, and all other prior agreements have been merged herein, whether written or oral, and may not be modified except by a written instrument executed by all parties hereto. Lender and Producer acknowledge that no representation or promise not expressly contained in this Agreement, the Collection Management Account Agreement or the Operating Agreement for The Objective LLC has been made by Production Company or any of its agents, employees or representatives. Nothing in this Agreement shall diminish and/or modify Producer's rights as a member of the Production Company as set forth in the Operating Agreement for The Objective LLC.

20. GOVERNING LAW: The laws of the State of California applicable to contracts signed and to be

fully performed within the State of California shall apply to this Agreement. Any action to enforce the provisions hereof shall be maintained in the jurisdiction and venue of Los Angeles, California.

21. STANDARD TERMS. Any terms not set forth herein shall be the customary terms and conditions of agreements in the motion picture industry for the engagement of a Producer for a film of this budget range.

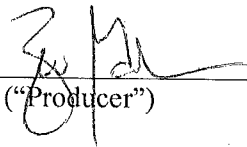
Wherefore this Memorandum of Agreement is executed at (name of city and state) as of the date first written above.

The Objective LLC

By 

Its MANAGING MEMBER
("Production Company")

Zev Guber


("Producer")

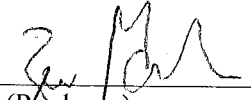
Zev Guber Productions, Inc.

By 

Its _____
("Lender")

INDUCEMENT

I, Zev Guber, agree to perform all obligations to be performed by Lender and me hereunder, and make all representations and warranties herein made by Lender, in order to effectuate the terms and conditions of the foregoing Agreement, and I agree to look solely to Lender for payment of any compensation due me. I hereby accept and acknowledge each and all provisions of the foregoing agreement and agree to be bound by them to the same extent as if I had signed the agreement directly.


(Producer)