

MEMO FOR RECORD
2/26/07

CLIENT: FRANK BOLLINGER
PROJECT: The Objective
Production Designer -- Feature Film
PRODUCER: THE OBJECTIVE LLC
Andrea Balen Phone (323) 962-6710

Client to provide services as Production Designer on the above referenced Feature Film.

START DATE: on or about March 31, 2007

SALARY: Flat Fee \$15,000 incl. tech scout, prep LA and Morocco, shoot and warp

SCREEN CREDIT: Client to receive single card front-end credit to read as follows:
Production Designer -- Frank Bollinger

STIPULATIONS: Client shall be reimbursed for cell phone calls directly concerning the production upon presentation of a copy of his bill. Reimbursement will be as follows: the amount of minutes used for business directly concerning the production will be divided by the total minutes used. This percentage will be applied to the total bill (including monthly fees and taxes).

Client shall have consultation of crew.

Client shall be paid per diems (amount to be specified) on non catered days during the stay in Morocco and on travel days.

Client shall receive roundtrip airfare favored nations with other department heads.

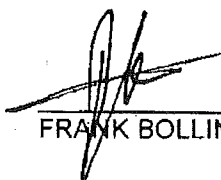
Client shall receive accommodations favored nations with other department heads.

All Paid Advertising.

PAYMENT: Frank Bollinger
C/O The Geller Agency
1547 Cassil Place
Hollywood, CA 90028

Payment of
4000.- prior
departure to Morocco.

AGREED TO AND ACCEPTED BY:


FRANK BOLLINGER


ANDREA BALEN

NON-EXEMPT CREW DEAL MEMO TERMS AND CONDITIONS

1. This Agreement confirms the agreement between Employee and Producer with respect to Employee's services on the Picture and Employee's acceptance of such engagement subject to the terms and conditions set forth herein. Unless Employee signs a separate, formal, written employment contract stating terms to the contrary, Employee shall render services exclusively to and as required by Producer on the Picture on an "at will" basis, terminable at any time without prior notice and with no guarantee of employment beyond the time actually worked. No oral statement about the terms of Employee's employment shall be binding, and the preceding sentence shall at all times govern the employment relationship between Employee and Producer.
2. All of Employee's equipment is the sole responsibility of Employee. Employee will be responsible for insuring all such items and, accordingly, Employee shall bear all the costs associated with the loss, theft or damage of such items, with the understanding that Producer bears no responsibility for same. Box, kit and/or equipment rentals must be documented with a detailed inventory, listing the value of each item, which inventory must be attached to this agreement.
3. The use of drugs or alcohol, or being under the influence thereof, during hours of employment will result in Employee's immediate dismissal.
4. Employee shall not disclose any creative or material information relating to the Producer or the Picture. Employee shall not bind Producer to any commitment or agreement, or make any purchase, sale, lease, trade or rental on behalf of Producer (an "obligation") unless Employee obtains prior written approval of the Production Executive who signs below and Employee complies with Producer's procedures for entering into such obligation. Employee is responsible for all recoverable assets purchased or promoted on the Picture in Employee's possession or control. Employee shall safeguard and inventory such items and reconcile such items with the Producer upon wrap. Employee shall not sell, trade, rent, lease or give away such items without the written permission of the Producer.
5. The results and proceeds of Employee's services to Producer, including without limitation all works of authorship, materials, ideas, formats, designs, programs, promotions, and other intellectual properties resulting in whole or in part from such services, will be works-made-for-hire under United States copyright law and similar laws of other countries and Producer will be deemed the sole owner throughout the universe in perpetuity of all rights therein of all natures and in all media now known or hereafter devised, with the right to use the same in perpetuity in any manner Producer determines in its sole discretion without any further payment to Employee. If, for any reason, there are any rights to such results and proceeds which do not accrue to Producer under the preceding sentence, then Employee hereby irrevocably assigns and agrees to assign to Producer throughout the universe in perpetuity any and all rights, title and interest thereto, including, without limitation, any and all copyrights, patents, trade secrets, trademarks, and service marks of all natures and in all media now known or hereafter devised. Producer shall have the right to use the same in perpetuity throughout the universe in any manner Producer determines without any further payment to Employee. Producer shall have the right to use, adapt, change, alter, delete from, add to or rearrange the results and proceeds of Employee's services or any part thereof in its sole discretion, or to combine the foregoing or any part thereof with other works or materials. Employee hereby waives the benefit of any law or principle known as "droit moral" or "moral rights of authors" or any similar law or principle. Employee shall perform those acts that Producer may from time to time request to establish, enforce or document Producer's rights thereto.
6. Employee acknowledges that the subject matter and content of the Program is highly confidential (the "Confidential Information") and Employee agrees that Employee will not, directly or indirectly, disclose, divulge, render or offer any information concerning the Confidential Information, except as required in connection with Employee's performance of services under this agreement or by process of law. As a condition of Employee's employment hereunder, Employee agrees to execute any Affidavit and all other documents, prepared and submitted by Producer from time to time, with respect to Employee's compliance with procedures, rules and regulations established by Producer to maintain the integrity of the Program and for the affirmation of compliance with applicable laws.
7. Employee grants to Producer the right to issue and authorize publicity concerning Employee, and to use Employee's name, voice, likeness and biographical data in connection with the distribution, exhibition, advertising and other exploitation of the Program. Employee will not at any time issue or authorize publicity or

disclose any confidential information relating to this engagement or the Program or Producer (as distinguished from personal publicity relating solely to Employee) without Producer's prior written consent in each case.

8. Employee acknowledges that Employee's services and the rights and privileges granted by Employee are of a special, unique, extraordinary and intellectual nature, giving them peculiar value, the loss of which cannot be adequately compensated for by damages or any remedy by law and a breach by Employee of this document will cause Producer irreparable harm. Accordingly, notwithstanding the foregoing, in the event of any breach, or an attempted or threatened breach, of this agreement, Producer shall be entitled to equitable relief, however, failure of Producer to exercise such right shall not be construed as a waiver of any preceding or succeeding breach of the same or any other term or provision hereof. In no event may Employee seek or obtain injunctive or other equitable relief with respect to any act or omission by Producer, all such rights being expressly waived by Employee, and Employee further expressly agrees that Employee's sole remedy for any breach by Producer is to seek monetary damages, if any, in an action at law.

9. Employee will be covered under the workers compensation insurance provided with the production's payroll company.

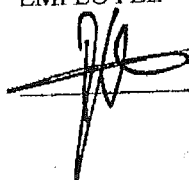
10. Employee expressly agrees that any controversy, dispute or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract, tort, or statute, shall be resolved at the request of any party to this Agreement, solely by final and binding arbitration. Any arbitration pursuant to this paragraph shall be completed no later than 120 days after commencement thereof. This paragraph applies to all matters relating to this document (including, without limitation, disputes about the validity, interpretation, effect or violations of this document), the engagement of Employee's services by Producer, and all claims arising out of any termination due to alleged improper labor practices, discrimination, harassment and retaliation, including, but not limited to those that are covered by the 1964 Civil Rights Act, 42 U.S.C. Section 2000e et seq., the Federal Age Discrimination in Employment Act, the Americans With Disabilities Act. If Employee attempts to resolve a dispute by any method other than as set forth herein, Producer will be entitled to recover from Employee all damages, expenses, and attorneys' fees incurred as a result thereof. Subject to the other provisions of this paragraph, if the arbitration requirements herein are held unenforceable or waived (which shall only occur with an express written waiver) with respect to a matter: (a) any legal proceeding of any nature brought by Employee shall be submitted for, and Employee consents to trial without jury before any court of competent jurisdiction; and (b) the party prevailing in any such legal proceeding shall be entitled to recover reasonable attorneys' fees and costs related to such action.

By signing below Employee agrees to comply with, and be subject to all of the terms set forth herein. This document is only effective upon signature of an authorized representative of Producer.

PRODUCTION COMPANY

EMPLOYEE

By: _____
Authorized Signatory



Its: _____