

March 29, 2007

Jeremy Wall
Producer
The Objective LLC
1726 Whitley Avenue
Los Angeles, CA 90028

**** NO QUOTE, NON-PRECEDENTIAL DEAL ****

Phone 323-962-7704
Fax 323-962-6722
EMail Jeremy@JAZfilms.com

RE: Stephanie Martin - "The Objective" - Feature Film

Dear Stephanie:

This letter shall confirm the understanding and agreement between THE OBJECTIVE, LLC ("OBJECTIVE") and you, Stephanie Martin (SM), for your services on the above-captioned motion picture as follows:

ENGAGEMENT: OBJECTIVE shall engage SM to furnish her services as Director of Photography on the feature-length theatrical motion picture presently entitled "THE OBJECTIVE" (the Picture). SM shall commence her services on April 16th, 2007.

FEE: Flat Fee \$9,000 incl. tech scout, prep LA and Morocco, and shoot (18 days, 6 day weeks, no OT). Push weeks beyond the start date shall be compensated at \$1000/week.

NET PROFIT PARTICIPATION: Favored nations with other heads of departments.

PAYMENT SCHEDULE:

1. \$2,333 before Feb. 27 Location scout in Morocco
2. \$2002 prior to departure to Morocco for prep/shoot appr. on or about 4/6/07
3. Weekly installments of \$1555 starting on first day of principal photography.

PER DIEMS: \$25 dollars per day during pre-production and principal photography in Morocco (appr. 35 days).

EXPENSES: All necessary and agreed upon expenses with line producer related to the film will be covered by production with proof of receipts when possible, any expenses over \$100 need approval of line producer.

ACCOMODATION: Favored nations with all other heads of departments.

CREDIT: A. Onscreen: Credit shall be accorded to SM in substantially the following form, "Director of Photography – Stephanie Martin," on all positive prints of the Picture, sole credit on a separate card, in the same size (i.e., height, width and thickness) of type as the type used for the credit accorded to the Producer, Writer, and Director, in the main titles (if the individual credit of the Director, Producer, Writer appear in the main titles, otherwise in the end titles), adjacent to (i.e., immediately before or after) the credits accorded to the Producer, Writer, and Director.

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B. Paid ads: Credit shall be accorded to SM in the following forms of paid advertising, if any issued by OBJECTIVE or under its control relating to the Picture wherein the full billing block appears: (a) half-page or larger paid advertisements for the Picture appearing in the New York Times and the Los Angeles Times; (b) half-page or larger paid advertisements for the Picture appearing in Daily Variety and The Hollywood Reporter; (c) outdoor billboards, bus advertisements, posters, video, DVD and laser disk packaging, soundtrack albums, and novelizations for the picture; (d) "one-sheets" for the Picture; and (e) in any paid advertising wherein credit is accorded to the Producer, Writer and Director (excluding award, nominations, and congratulatory ads mentioning only the honoree).

CREW: OBJECTIVE and SM shall mutually approve the camera, electric, and grip crew to be employed in connection with the Picture; provided that, in the event of a conflict, the decision of OBJECTIVE shall govern and control.

EQUIPMENT: SM shall have the right to select her camera equipment, i.e. type and quality of lenses, etc. to be used in connection with the Picture, subject to customary budgetary limitations. In the event of a conflict, the decision of OBJECTIVE shall govern and control.

CELLULAR PHONE: SM shall be reimbursed for cell phone calls directly concerning the production upon presentation of a copy of her 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). SM will have access to a production phone during pre-production and principal photography in Morocco.

CASSETTE/DVD: SM shall have access to film clips for inclusion in his personal reel, and shall have access to a Digibeta copy of the trailer if one is commercially released for inclusion in his personal reel. SM shall also receive one (1) DVD of the Picture when the Picture becomes commercially available.

LAB AND TIMER: SM shall be consulted as to the lab and timer to be used in connection with the Picture, with OBJECTIVE having the right to make such selection.

TIMING: SM shall be notified in advance of the scheduled date for the timing of the Picture. If he is available, he shall have the right to supervise said timing. SM shall also be notified of, and have the right to be present at, the film-to-tape and DVD transfer sessions.

ADDITIONAL PHOTOGRAPHY: If there is any additional or second-unit photography on the Picture, such as added scenes, reshoots, or retakes, SM shall have the first right of refusal to be the director of photography in connection with any such work, upon the terms set forth herein. If she is unavailable, or elects not to do such work, then OBJECTIVE shall consult with her as to a suitable replacement, with OBJECTIVE retaining the right to make such selection. The day rate for such work shall be \$250/day.

PREMIERES: OBJECTIVE shall provide SM with two (2) tickets to any celebrity premiere and two (2) tickets to any Film Festival screenings.

INSURANCE: OBJECTIVE agrees to have SM named as additional insureds under the errors and omissions and general liability insurance policies covering the Picture. In addition OBJECTIVE agrees to indemnify and hold SM harmless from and against all claims, suits, loss, liability, damage, cost and expense, including, without limitation, attorneys' fees, arising from or relating to the development, production, distribution and/or exploitation of the Picture.

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NOTICES: All monies and checks, notices and correspondences for SM shall be sent to: Stephanie Martin. While in Morocco payments will be directly deposited into your bank account

WORK-FOR-HIRE: Production Company shall be the owner of all of the results and proceeds of SM services, including any copyright, trademark and any other intellectual property rights in any work or property created by SM anyone under SM direction. SM acknowledges that SM's work is a "work made for hire" within the scope of SM employment, and therefore SM shall be the author and copyright owner of any work created under this agreement. In the event that any of proceeds of SM work are not considered a work for hire, then SM's copyright to such work is hereby assigned to Employer.

NO INJUNCTIVE RELIEF: SM hereby recognizes and confirms that in the event of any failure or omission by Producer constituting a breach of any of Producer's obligations under this Agreement, the damages, if any, to SM are not irreparable or sufficient to entitle SM to injunctive or other equitable relief. Consequently, SM does hereby acknowledge and agree that SM's rights and remedies in connection with this Agreement or otherwise, shall be limited to the right, if any, to seek damages at law, and SM shall have no right in any event (and SM does hereby waive all such rights (if any) to seek or obtain injunctive or other equitable relief, to rescind this Agreement or any of the rights granted to Producer hereunder, or to enjoin or restrain the production, distribution or exhibition of any motion picture(s) or other productions produced in connection with the Picture or otherwise.

This letter shall confirm the primary executory provisions to which we have previously orally agreed. SM shall commence her duties and services in good faith in reliance on these terms and provisions.

We would appreciate your signing and returning one copy of this letter so that we might have a written record of our agreement.

cc: Stephanie Martin

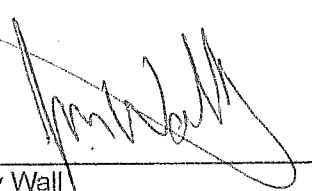
Sincerely,

Jeremy Wall

AGREED AND ACCEPTED:

BY: 

Stephanie Martin


Jeremy Wall