

Arclight

FIRST AMENDMENT TO THE
AMENDED AND RESTATED SALES AGENCY AGREEMENT

"THE OBJECTIVE" (THE "PICTURE")

EFFECTIVE DATE: March 23, 2007

PARTY 1: JAZ FILMS, LLC and its assignee and successor in interest The Objective, LLC
("Producer")
PARTY 2: ARCLIGHT FILMS INTERNATIONAL PTY LTD ACN 100 209 872
("Arclight")

WHEREAS:

- I. The above-captioned Parties executed the Amended and Restated Sales Agency Agreement dated April 5, 2006 and restated as of September 30, 2006 (the "Agreement"); and
- II. The parties now wish to amend the Agreement.

NOW THEREFORE the parties agree as follows:

1. JAZ FILMS, LLC and its assignor and successor in interest The Objective, LLC shall be substituted for the erroneously identified "JAZ FILMS LA" as Producer.
2. Producer shall be entitled to use super 16mm in place of 35mm for production of the picture and delivery of the Picture shall remain as per the Agreement. All other Picture elements may also be used as previously agreed in the Agreement.
3. In order to fund an eight point eight four percent (8.84%) increase in the approved budget, each and every equity investor and Arclight has and does hereby agree to contribute a pro rata share of the increase ("Additional Contribution"). Subject to receipt of anticipated funds by Producer from all equity investors and Arclight, profit percentage calculations agreed to by the parties hereto and previously set forth in documents relating to the Picture shall remain the same. Arclight shall be informed by council of proof once all equity have transferred funds to The Objective production account. Arclight and JAZ Films acknowledge that equity investors have transferred all required funds described above.
4. Arclight's Additional Contribution shall be \$74,036 ($(\$1,522,222.00 \times 8.84\%) \times 55\%$), bringing its total Advance to \$911,258.
5. Arclight's Contribution shall be an irrevocable commitment to The Objective LLC to fund with a cash advance, at the date of the latter of either (i) July 31st (ii) or Producer requesting that the funds be transferred. The lines items in the bond company approved final budget that Arclight will finance are:- (i) Line item 5206 (Shoot

Optical Negative, Answer Print 3 trials, Interpositive after answer print, Internegative after IP, Synch optical negative, check Print with sound) which totals \$333,543; (ii) Line item 5204 (Tape to tape color correction of HD assembled master, 1-120:00 HD cam cassette for previous, HD DRS QC for pixel errors, Drop out, mis times, HD DRS, Audio Layback to HD Cam 16 x 9 1.78 FF master, 4 channel Master QC prior to down conversion (deliverables), DOWN CONVERSIONS, TAPE STOCK - DOWN CONVERTS, QC DOWN CONVERSION) which totals \$29,550; (iii) Line item 5314 Dolby License Fee which totals \$9,000; and (iv) towards another line item in the bond company approved final budget but in post production for a remaining amount of \$1943 as nominated by Producer in consultation with Arclight.

6. The delivery date to Arclight shall be no later than end October 1st 2007
7. Payment of the Additional Contribution shall be made via wire transfer (net of all bank-originated charges and fees) directly to Producer's production account as follows (inquiries may be directed to banker Darcie Keith at 310-550-6573):
Account Name: The Objective, LLC
Routing No.: 122000496
Account No.: 0720113317
Bank Address: Union Bank of California
9460 Wilshire Blvd.
Beverly Hills, CA 90212
8. There shall be no deferred fee for selling the Domestic Territory. Therefore Section 8b(i) of the Agreement shall read "Arclight shall first receive the non-deferred 5% Domestic Sales Agency Fee;" and 8b vi) shall be deleted. Section 8a vii shall be amended as follows "Upon Producer's receipt of all amounts payable to Producer pursuant to subparagraphs 8.b.ii), iii), iv) and v) below (on a non-refundable basis), all Foreign Gross Receipts shall thereafter be payable 80% to the Producer and 20% to Arclight, until such time as Arclight receives the \$100,000 executive producer fee specified in paragraph 10 below, and thereafter 100% to the Producer."
9. Use of the Additional Contribution shall be subject to all conditions precedent set forth in the Agreement, but shall not be subject to other escrow agreements, if any.
10. All other terms of the Agreement shall remain in full force and effect. All capitalized terms not defined in this document shall have the meaning set forth in the Agreement.



IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date set forth above.

JAZ FILMS, LLC and its
assignee and successor in interest
The Objective, LLC ("Producer")

ARCLIGHT FILMS INTERNATIONAL, PTY LTD.
("ArcLight")

By: [Signature]
Its: _____
Date: _____

By: [Signature]
Its: in business affairs
Date: 10/07

MANAGING MEMBER
10/04/07
April 10th

JW

FIRST AMENDMENT TO THE
AMENDED AND RESTATED SALES AGENCY AGREEMENT

"THE OBJECTIVE" (THE "PICTURE")

EFFECTIVE DATE: March 23, 2007

PARTY 1: JAZ FILMS, LLC and its assignee and successor in interest The Objective, LLC
("Producer")

PARTY 2: ARCLIGHT FILMS INTERNATIONAL PTY LTD ACN 100 209 872
("Archlight")

WHEREAS:

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- II. The parties now wish to amend the Agreement.

NOW THEREFORE the parties agree as follows:

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2. Producer shall be entitled to use super 16mm in place of 35mm for production of the picture and delivery of the Picture shall remain as per the Agreement. All other Picture elements may also be used as previously agreed in the Agreement.
3. In order to fund an eight point eight four percent (8.84%) increase in the approved budget, each and every equity investor and Archlight has and does hereby agree to contribute a pro rata share of the increase ("Additional Contribution"). Subject to receipt of anticipated funds by Producer from all equity investors and Archlight, profit percentage calculations agreed to by the parties hereto and previously set forth in documents relating to the Picture shall remain the same. Archlight shall be informed by council of proof once all equity have transferred funds to The Objective production account. Archlight and JAZ Films acknowledge that equity investors have transferred all required funds described above.
4. Archlight's Additional Contribution shall be \$74,036 ($\$1,522,222.00 \times 8.84\%$ X 55%), bringing its total Advance to \$911,258.
5. Archlight's Contribution shall be an irrevocable commitment to The Objective LLC to fund with a cash advance, at the date of the latter of either (i) July 31" (ii) or Producer requesting that the funds be transferred. The lines items in the bond company approved final budget that Archlight will finance are:- (i) Line item 5206 (Shoot

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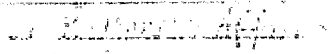

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10. All other terms of the Agreement shall remain in full force and effect. All capitalized terms not defined in this document shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date set forth above.

JAZ FILMS, LLC and its
assignee and successor in interest
The Objective, LLC ("Producer")

ARC LIGHT FILMS INTERNATIONAL, PIV LTD.
("ArcLight")

By: _____
Its: _____
Date: _____

By:  _____
Its:  _____
Date:  _____