

FMC DRAFT  
February 16,  
2007

**COLLECTION ACCOUNT MANAGEMENT AGREEMENT**

**"THE OBJECTIVE"**

THIS AGREEMENT is made and has effect as of the 10<sup>th</sup> day of August 2006 ("**Effective Date**") BETWEEN:

- (1) **FINTAGE COLLECTION ACCOUNT MANAGEMENT B.V.**, Stationsweg 32, 2312 AV Leiden, The Netherlands ("**CAM**");
- (2) **THE OBJECTIVE, LLC**, 2590, Glen Green, Suite 9, Los Angeles, California 90068 USA (the "**Producer**");
- (3) **GEAR HEAD PICTURES, INC.**, 235 E. Colorado Blvd., Suite 644, Pasadena, California 91101 USA ("**Gear Head**");
- (4) **ARCLIGHT FILMS INTERNATIONAL PTY** Building 22, Fox Studios, Driver Avenue, Moore park, NSW 2021, Australia (the "**Sales Agent**");
- (5) **AL TADAMON SERVICES COMPANY LTD.** P.O. Box 556, Main Street, Charlestown, Nevis, West Indies ("**Al Tadamon**");
- (6) **GVI P1 LLC**, 14 Red Tail Drive, Highlands Ranch, Colorado 80126 USA ("**GVI**");
- (7) **JAZ FILMS, LLC**, 2590 Glen Green, Suite 9, Los Angeles, California 90068 USA ("**JAZ**");
- (8) **FILM FINANCES INC.**, 9000 Sunset Boulevard, Suite 1400, Los Angeles, California 90069 USA (the "**Completion Guarantor**"); and
- (9) **LA FINANCIÈRE DES ENTREPRISES CULTURELLES (FIDEC)**, 215 Saint-Jacques Street, 10th Floor, Montreal, Quebec H2Y 1M6, Canada ("**FIDEC**").

Severally and collectively the "**Party**" or "**Parties**"

**WHEREAS:**

The Parties have agreed that the CAM acting as their agent shall on their behalf receive all revenues derived from the exploitation of the Project in the Territory and administrate, allocate and pay the same on behalf of the Parties upon the terms and conditions hereinafter appearing.

**NOW, IT IS AGREED** as follows:

**1. DEFINITIONS**

In this Agreement the following definitions shall apply:

- "**Accounting Currency**" US Dollar;
- "**Accounting Period**" One of the individual periods as described in Clause 3.1, which is the subject of a Statement produced by the CAM;
- "**Al Tadamon Investment**" Means the amount of US\$285,000;

307,800.

1,653,222

- "Approved Budget"** The approved budget for the production of the Film, in the total amount of US\$1,522,222;
- "Beneficiaries"** All persons, firms, companies, etc. who have the right to receive an Entitlement (except for CAM Fee and/or CAM Expenses);
- "Business Day"** Any day except Saturday, Sunday and any day, which is a public holiday in the place in which any of the Parties has its main place of business;
- "CA Bank"** Collection Account Bank, being Fortis Bank, in which the Collection Account is opened, held and maintained;
- "CAM Expenses"** All of the bank charges and exchange losses incurred by the CAM in relation to its duties and obligations hereunder, and, to the extent provided for in this Agreement, all of the CAM's audit and legal fees and expenses, costs, related costs, including but not limited to those expenses incurred by the CAM on behalf of one or more of the Parties or Beneficiaries, and capped overall at US\$5,000 per annum, unless otherwise approved in advance by the Parties. The CAM has a discretionary right to retain monies in the Collection Account in order to create a reasonable reserve for the Term of this Agreement to defray the CAM Expenses;
- "CAM Fee"** A commission of 1% over all Collected Gross Receipts up to US\$3m, 0.8% over the next US\$3m and 0.6% thereafter, with a minimum of US\$425 per Statement;
- "Collected Gross Receipts"** Gross Receipts credited to the Collection Account, including Deemed Collected Gross Receipts;
- "Collection Account"** Bank account at Fortis Bank in The Netherlands in the name of the CAM, designated to receive those Gross Receipts, which, in accordance herewith, are payable into this account, as described in Clause 2.2;
- "Collection Account Interest"** Interest accrued on the Collection Account at CA Bank;
- "Completion Agreement"** The agreement dated on or about the date hereof pursuant to which the Completion Guarantor has given certain undertakings with regard to the completion of the production of the Project in accordance with the terms and conditions thereof;
- "Completion Funds"** Any monies advanced by the Completion Guarantor towards the completion and delivery of the Film in accordance with the Completion Agreement together with interest and costs associated therewith, the exact amount (if any) as timely notified by Completion Guarantor to CAM;

September 18th  
- 3 -

October 18th

**"Deemed Collected Gross Receipts"**

Amounts received by a Party other than the CAM, which, had they been credited to the Collection Account, would have been Collected Gross Receipts;

**"Delivery Date"**

*Nicky Jung*

April 30, 2007, subject to (i) an extension for reasons of Force Majeure (as defined in the Completion Agreement) or exigencies of production, such extension not to exceed ~~sixty (60) days~~ in the aggregate past June 30, 2007; and (ii) an extension equal to the duration of any notice, cure and arbitration as provided for in Clause 7 hereof;

**"Distributors"**

Those individuals, firms, companies or other legal entities, which enter or have entered into Distribution Agreements;

**"Distribution Agreements"**

Each and every agreement for the distribution, sale, leasing, license, exhibition, transmission, or any other form of exploitation of the following rights in the Project: "Theatrical, Non-Theatrical, Video and Television, Pay TV, Free TV, Pay Per View, and Video on Demand, Airline Rights, Ship Rights, Hotel Rights in any part of the Territory through any existing or future product, service or platform, excluding interactive exploitation, merchandising rights, publishing rights, music rights, soundtrack rights and any other rights not expressly set forth above. In addition to the foregoing, Sales Agent shall have the ~~no~~ non-exclusive right to license internet rights;

**"Effective Date"**

As described in the heading of this Agreement:

**"Entitlement"**

Such part or parts of the Collected Gross Receipts, payable to a Beneficiary and/or the CAM under the terms and conditions of this Agreement;

**"Equity Participants"**

Means collectively Al Tadamon, GVI and JAZ;

**"Equity Territory Sales Agency Commission"**

5% of Collected Gross Receipts derived from the Equity Territories (retroactively from the 1<sup>st</sup> US\$;

**"Equity Territories"**

Canada and the United States of America, their associated territories, trusteeships and possessions, including, without limitation, Puerto Rico, the Bahamas, Bermuda, Guam and the U.S. Virgin Islands, all military bases, oil rigs and diplomatic posts thereof and all airlines and ships flying the flag of such countries and their associated territories, trusteeships and possessions;

**"FIDEC Credit Facility"**

An amount payable to FIDEC, consisting of the Aggregate of : (i) the Sales Agent Advance; (ii) Interest Costs; (iii) Sales Agent Marketing Fee; (iv) Originating Costs; (v) Legal Costs (vi) ROW Territory Sales Commission and (vii) Equity Territory Sales Agency Commission;

**"FIDEC Agreement"**

The Agreement dated August 17, 2006 entered into between FIDEC and Arclight Films Canada Inc.;

**"Gross Receipts"**

All proceeds (exclusive of VAT or similar taxes or duties)

<b>"Sales Agent Financing Costs"</b>	the following actual, out-of-pocket financing costs incurred and paid by Sales Agent in connection with the Sales Agent Advance (in conformance with the Sales Agency Agreement): (i) the Origination Costs; (ii) the Legal Costs; and (iii) the Interest Costs;
<b>"Sales Agent Marketing Fee"</b>	A flat one-time marketing fee equal to US\$75,000;
<b>"Sales Agent Continued Delivery And Maintenance Costs"</b>	The costs and expenses incurred by Sales Agent in connection with the Project pursuant to and in accordance with the Sales Agency Agreement the exact amount as notified by Sales Agent to CAM from time to time;
<b>"Statement"</b>	<p>A written (electronic) accounting in the Accounting Currency in respect of an Accounting Period, specifying:</p> <ul style="list-style-type: none"><li>- the sources from which the (Collected) Gross Receipts and Deemed Collected Gross Receipts have derived;</li><li>- the Collection Account Interest;</li><li>- the allocation of Collected Gross Receipts to the Beneficiaries (and CAM) of the Entitlements;</li></ul>
<b>"Term"</b>	The period of time during which this Agreement is in force and effect and limited to 7 years after the Effective Date, unless this Agreement is extended in writing by a majority of the Parties;
<b>"Termination"</b>	As described in Clause 8;
<b>"Territory"</b>	The world;
<b>"Undeferred Sales Agency Commission"</b>	51.3% of Collected Gross Receipts derived from the Equity Territories.

## 2. THE CAM, COLLECTION ACCOUNT AND ASSIGNMENT

### 2.1 Appointment of the CAM

**2.1.1** The Parties, excluding the CAM, hereby jointly appoint the CAM during the Term as their sole and exclusive agent, to open the Collection Account in which it is to receive or pay no monies other than Gross Receipts and Collection Account Interest, to calculate the Entitlement(s), to provide Statements to the Parties and to carry out the payment of Entitlement(s) to each of the Beneficiaries in accordance with the terms and conditions hereof. If the CAM receives monies in the Collection Account other than Gross Receipts or Collection Account Interest, it shall forthwith have such monies transferred out of the Collection Account. If the CAM receives Gross Receipts elsewhere than in the Collection Account it shall immediately transfer such receipts into the Collection Account, subject to the usual costs of such transfer. The CAM hereby agrees to this appointment, in accordance with, and subject to the terms and conditions hereunder.

derived from Distribution Agreements;

108,500

"GVI Investment"

Means an amount of US\$100,000;

"Interest Costs"

???

actual interest paid by Sales Agent to FIDEC under the Credit Facility not to exceed an aggregate rate of 3 Month LIBOR plus 2.5% calculated on a principal amount of US\$615,000 plus accumulated interest capitalized on a monthly basis on the 26<sup>th</sup> day of each month from the date of closing;

from the date upon which: being, fundaments

"JAZ Investment"

[PLEASE ADVISE]

The Objective LLC production account maintained in the name of Producer until recomponent with the BOC line of credit

"Legal Costs"

Means the amount of US\$10,000;

"Origination Costs"

Means the amount of US\$16,744.44;

"Payment Notification"

Notification by CAM, informing the Parties about Collected Gross Receipts as and when Gross Receipts are received in the Collection Account;

Miss is

"Producer Override"

✓

From the point at which the Sales Agent Advance has been recouped, a five percent (5%) "override" of all Collected Gross Receipts from the ROW Territory shall on an on-going basis be payable pursuant to paragraph A5 of Exhibit A directly from the Collection Account (for example, after Producer's receipt of \$3,500,000 in Foreign Gross Receipts, a 27½% Foreign Sales Agency Fee would be charged against the Foreign Gross Receipts, 5% of which shall be paid to Producer and 22½% of which shall be paid to Arclight);

2.7% of the accounts not 2%

"Project"/"Film"

The film entitled "The Objective";

"ROW Territory"

The Territory excluding the Equity Territories;

"ROW Territory Sales Commission"

15% of Collected Gross Receipts from the ROW Territory (until such time that the Collected Gross Receipts from the ROW Territory surpass US\$2,000,000, then prospectively 20% of the Collected Gross Receipts from the ROW Territory until the Collected Gross Receipts from the ROW Territory surpass US\$3,500,000, then prospectively 22.5% thereafter);

"Sales Agency Agreement"

The agreement dated as of April 5, 2006, as amended and restated as of September 30, 2006, between Sales Agent and Arclight Films Canada Inc. pursuant to which the Sales Agent has the right to enter into Distribution Agreements throughout the ROW Territory and Equity Territories;

"Sales Agent Advance"

The amount to be recouped by FIDEC and/or Sales Agent up to US\$837,222;

908,300

"Sales Agent Executive Producer Fee"

A fee equal to US\$60,000;

90

**2.1.2** Other than as provided for in this Agreement, the Parties other than the CAM, shall not, during the Term hereof, authorize or permit any third party to carry out any or all of the services rendered by the CAM for the Project hereunder.

## **2.2 All Gross Receipts in Collection Account**

The Sales Agent and, to the extent applicable, all the Parties hereto having ownership of and/or control over the Distribution Agreements and/or the applicable rights and/or the Gross Receipts, shall undertake to issue or insert into the Distribution Agreements irrevocable instructions to the Distributors, in the form of Exhibit B hereto, to pay the Gross Receipts into the following Collection Account and otherwise such Parties shall ensure that the Distributors shall pay the Gross Receipts into the Collection Account, subject only to Clause 2.7.2 below.

Account name: Fintage Collection Account Management B.V.  
re: "The Objective"

Account number (IBAN) NL32 FTSB 0240 2215 40

Bank Fortis Bank Nederland N.V.  
Blaak 555  
3011 GB Rotterdam  
The Netherlands

BIC Code FTSBNL2R

## **2.3 Interest bearing Collection Account**

The CAM shall use all reasonable endeavors to procure that monies standing to the credit of the Collection Account earn Collection Account Interest at the most favorable rate available at the CA Bank for similar accounts and for similar amounts.

## **2.4 Property Collected Gross Receipts**

The CAM agrees to hold in trust, until their distribution, all Collected Gross Receipts standing to the credit of the Collection Account, the Collection Account Interest, the rights vis-à-vis the Collection Account and all rights towards the CA Bank as agent for the Parties (excluding the CAM) for the benefit of the Beneficiaries, who shall be the owners or the deemed owners thereof.

## **2.5 Security**

**2.5.1** The Parties acknowledge that the Producer and Sales Agent have assigned all of their right, title, interest and benefit of the proceeds of the exploitation or distribution of the Project in the ROW Territory by way of a first security interest to FIDEC (the "**FIDEC Priority Collateral**"). The Parties further acknowledge that the Producer and Sales Agent may assign a second ranking security interest to the Equity Participants in respect of the ROW Territory.

**2.5.2** With respect to the FIDEC Priority Collateral, notwithstanding (i) the order of execution of any document creating a lien, security interest, mortgage, charge, encumbrance or hypothec in the FIDEC Priority Collateral, (ii) the order of filing, recording, publication or registration of mortgages, assignments, financing statements, hypothecs, pledges, applications for registration or other documents relating to the FIDEC Priority Collateral, (iii) the order of perfection or publication of any lien, security interest, mortgage, hypothec, assignment or pledge relating to

the FIDEC Priority Collateral, or (iv) the personal or movable property or other regime under which any of the foregoing may have been perfected or published, the FIDEC Priority Collateral, shall rank prior to any other security granted in favour of any of the Parties (excluding the CAM) hereto in the ROW Territory. Each of the Parties (excluding the CAM) hereto limit the security interests which they may have subject the FIDEC Priority Collateral.

**2.5.3** FIDEC shall be entitled, as a secured party, to exercise any hypothecary, foreclosure, or other rights or take any action with respect to the FIDEC Priority Collateral in the ROW Territory only. Upon repayment of the FIDEC Credit Facility the Equity Participants shall be entitled as a secured party, to exercise any hypothecary, foreclosure or other rights or to take any actions.

**2.6 Collected Gross Receipts and Entitlements in other currencies**

**2.6.1** Collected Gross Receipts in another currency than the Accounting Currency, will forthwith be converted into the Accounting Currency upon instruction by the CAM to CA Bank, at the exchange rate prevailing at the time of such conversion.

**2.6.2** Entitlements will be paid out in the Accounting Currency, unless the CAM is timely notified to the contrary by a relevant Party. In case the CAM is instructed to pay the Entitlement in another currency than the Accounting Currency, the Entitlement will be converted into the requested currency, at the exchange rate prevailing at the time of such conversion.

**2.6.3** Entitlements which are being paid in full or in part in a currency which is not the Accounting Currency, shall be reported in Statements as being the sum of amounts (in the Accounting Currency) actually debited from the Collection Account.

**2.7 All Deemed Collected Gross Receipts into the Collection Account**

**2.7.1** Notwithstanding the Parties' obligation (other than the CAM) under Clause 2.2 above, it is acknowledged that if Deemed Collected Gross Receipts are received by any of the Parties (other than the CAM), including those Deemed Collected Gross Receipts received prior to the date of this Agreement, such Party shall forthwith:

- inform the CAM that Deemed Collected Gross Receipts are received and simultaneously;
- transfer such Deemed Collected Gross Receipts into the Collection Account without any deduction whatsoever, except for bank transfer costs.

Pending transfer of such Deemed Collected Gross Receipts into the Collection Account, such Parties shall hold such Deemed Collected Gross Receipts in trust for the benefit of the other Parties and to be applied solely in accordance with the terms of this Agreement.

**2.7.2** The Parties (other than the CAM) may collectively notify the CAM in writing, that Deemed Collected Gross Receipts may be retained by any of the Parties hereto and that the relevant Party shall hold any such Deemed Collected Gross Receipts in trust to be allocated by the CAM in accordance with the terms of this Agreement and subsequently immediately paid out to such Beneficiaries as designated by the CAM and solely in accordance to the CAM's instruction.

### **3. STATEMENTS, DISBURSEMENTS, ACCOUNTING AND AUDITING**

#### **3.1 Statements and disbursements by the CAM**

- 3.1.1** As soon as the CAM has received written notice from the CA Bank of the first Collected Gross Receipts being realized, or from any of the Parties (except the CAM) of the first Deemed Collected Gross Receipts being realized, the CAM shall provide the Parties with a Statement on a monthly basis, within twenty (20) Business Days of the end of each calendar month to which it relates, up to twelve (12) months after the issuance of the first Statement or date of the recoupment by FIDEC of the FIDEC Credit Facility.
- 3.1.2** Then, until the Termination of this Agreement or expiry of the Term, the CAM shall provide the Parties with a Statement on a quarterly basis, within twenty (20) Business Days of the end of each quarter to which it relates.
- 3.1.3** Notwithstanding the foregoing, the CAM shall issue the first Statement no earlier than in the month following receipt by the CAM of a copy of this Agreement, which, subject to Clause 8.2 hereof, is binding and in full force and effect.
- 3.1.4** The CAM shall pay out Entitlement(s) from the Collection Account to the Beneficiaries hereto within five (5) Business Days after the issuance of a Statement. The content as well as the form of the first Statement only is subject to the approval by all Parties of a draft of the first Statement, which approval shall be deemed given unless the CAM has received a written notification to the contrary (which notification is to be sent by email and by fax) from one or more of the Parties within ten (10) Business Days after issuance of such draft Statement.
- 3.1.5** The aggregate Entitlement(s) standing to the credit of the Collection Account shall be retained therein, until such Entitlement(s) total(s) at least US\$2,500, but in any event disbursements will be made once a year.

#### **3.2 Payment Notification**

As soon as the CAM has received written notice from the CA Bank of any Collected Gross Receipts or a notification under Clause 2.7.1 hereof, the CAM shall send a Payment Notification to all Parties. Subject to Clauses 3.1.4 and 3.1.5 above, the CAM shall pay out Entitlement(s) from the Collection Account to the Beneficiaries hereto within five (5) business days after issuance of the Payment Notification.

#### **3.3 The CAM shall keep books of account**

The CAM shall keep complete and accurate books of account in the Accounting Currency and records relating to all monies received in the Collection Account until two (2) years after the Termination of this Agreement or after expiry of the Term.

#### **3.4 The CAM may be audited**

- 3.4.1** Each of the Parties has the right to audit the CAM's books relating to the receipt, allocation and distribution of the Collected Gross Receipts of the Project at its own expense, but no more than once every twelve months during the Term.
- 3.4.2** If after conducting any such audit it is determined that there has been an error in excess of five percent (5%) of an Entitlement for any such audit period, then (provided the excess is greater than US\$10,000) the CAM shall reimburse the auditing Party for the direct costs and expenses of such audit from the CAM's own



funds (which shall not be recoupable as CAM Expenses), which will otherwise be borne by the auditing Party.

- 3.4.3 This right of audit continues for two years after the issuance of the applicable Statement. The limitation of liability of the CAM in Clause 6.8 shall not apply in case an audit under this Clause 3.4 shall disclose defaults in payment made by the CAM pursuant to this Agreement, which could not have been ascertained from the Statements, disbursements or other information reasonably available to a Party.

Deleted: three

#### 4. DISTRIBUTION OF COLLECTED GROSS RECEIPTS

- 4.1 The Collected Gross Receipts that are received in the Collection Account as well as the Collection Account Interest shall be allocated and paid out by the CAM in accordance with Exhibit A. *- both sections D, B*
- 4.2 Unless otherwise specified Entitlements expressed in a particular currency shall be paid in that currency.
- 4.3 When paying an Entitlement in a currency other than the Accounting Currency, the CAM shall instruct the CA Bank to debit the Collection Account with the counter-value in the Accounting Currency of the amounts paid, at the prevailing exchange rate at the time of such payment.

#### 5. SALES AGENT AND PRODUCER UNDERTAKINGS

The Sales Agent and the Producer warrant, undertake and covenant as follows:

- 5.1 at all times while FIDEC Credit Facility has not been recouped, (i) not to modify, amend or terminate the Sales Agency Agreement without the prior written consent of FIDEC; (ii) not to amend or take any action for the purpose of adversely intervening with the financial terms of any Distribution Agreements or terminate any Distribution Agreements without the prior written consent of FIDEC; (iii) not grant any security interest in and to the rights to the Film to any party without the prior written consent of FIDEC; (iv) not to invoke any breach by any party to the Distribution Agreements nor to exercise any of its rights resulting from a breach thereof;
- 5.2 to keep all necessary and proper accounts of its dealings with its dealings with the Distributors under the Distribution Agreements and such accounts shall, at all reasonable times, be open to the inspection of the Completion Guarantor and FIDEC or any receiver appointed, at the Completion Guarantor's and FIDEC's cost, respectively;
- 5.3 that it will in a timely manner perform its obligations under the Distributors Agreements and the Sales Agency Agreement and will comply with all relevant laws and governmental regulations from time to time relating to such agreements or affecting their enforceability;
- 5.4 that the Sales Agent shall use commercial best efforts to ensure prompt and accurate accounting and payments from the Distributors;
- 5.5 that the Sales Agent shall provide FIDEC with sales reports on a quarterly basis and within fifteen (15) Business Days of any markets attended by the Sales Agent.

## 6. GENERAL TERMS

### 6.1 All relevant information to the CAM

Sales Agent, JAZ and Producer shall provide the CAM in timely fashion with all relevant information to enable it to meet its allocation, accounting and payment obligations pursuant to this Agreement.

The information shall include, but is not limited to, detailed sales estimates and sales reports, copies of all deal memos and Distribution Agreements, copies of all the irrevocable instructions to and/or signed by Distributors, further copies of the names, addresses, telephone and fax numbers and bank details of all Beneficiaries (if not specified in Exhibit C hereto), detailed information about agreed expenses, approvals for payment of agreed expenses, etc., instructions for payment of residuals, accountings from Distributors and all further information that the CAM may reasonably require to meet its allocation, accounting and payment obligations hereunder. The CAM may at any time check any source of information, to verify if the relevant Distributors or the Parties hereto meet their obligations hereunder and it may elect to formally notify such party and advise one or more of the Parties, if it is in reasonable doubt.

### 6.2 Information or approval to be provided to the CAM

**6.2.1** If the CAM is to take into account information to be supplied to it by one or more of Sales Agent, JAZ or Producer, such information shall be provided to the CAM in writing within five (5) Business Days after the end of the relevant Accounting Period.

**6.2.2** If the CAM receives conflicting information, conflicting demands or conflicting instructions, the CAM shall request that whichever of Sales Agent, JAZ or Producer provided or should have provided the information or demands without conflict, provide accurate and consistent information or demands within five (5) Business Days and the CAM shall consequently postpone the issuance of the relating Statement and the consequent payment by five (5) Business Days. If either Sales Agent, JAZ or Producer do not provide such information or demands and/or fail to resolve the conflict within aforementioned period, the CAM may elect either that the information was not provided, or issue a Statement stating that the disputed amounts are retained in the Collection Account until the conflict is resolved and/or suspend the issuance of Statements and consequent payments and proceed in accordance with Clause 7.2. The CAM shall immediately notify the Parties upon the occurrence of such event. In absence of gross negligence or willful misconduct, the CAM has no liability in respect of any decision taken and/or executed with respect to this Clause 6.2.

**6.2.3** If the CAM may or is to receive a joint notification from two or more of the Parties hereto and one or more of such Parties has gone into administration, receivership, liquidation or any applicable or equivalent process in such Party's particular jurisdiction ("**Bankrupt Party**"), the notification may be done by the other Party or Parties who are to notify CAM (but not the Bankrupt Party), to the extent this is permitted by the applicable law of the Bankrupt Party, otherwise, if a Party must be represented by a liquidator, administrator, receiver or other external administrator appointed to that Party's assets or business (jointly "**Administrator**"), the Administrator is entitled to represent the Bankrupt Party and give joint instructions and reply on behalf of the Bankrupt Party. However, if such Administrator does not reply on behalf of the Bankrupt Party within ten (10) Business Days after a written request for a notification (such time being specified in the notice to the Administrator) then the Administrator's failure to respond within the requisite time

period will mean "deemed acceptance" and the other Parties can proceed without the Administrator's involvement in relation to that specific issue only.

### **6.3 Reasonable doubt**

In the event that the CAM is in reasonable doubt about or unable to carry out the allocation, accounting or payment of Entitlement(s), or conflicting demands are made, or conflicting instructions or information are given, it may retain such Entitlements (the "**Reasonable Doubtful Entitlements**") in the Collection Account and, it shall not be obliged to make any further payments as regards to the amount(s) of the Reasonable Doubtful Entitlements to the Beneficiary(ies), until such situation of uncertainty has been terminated. The CAM shall immediately notify the Parties upon the occurrence of such event. In absence of gross negligence or willful misconduct, the CAM has no liability in respect of any decision taken and executed.

### **6.4 No disbursement if unlawful, force majeure**

**6.4.1** This Agreement and all receipts, allocations and payments of monies hereunder by the CAM shall be subject to the requirements of all applicable present and future laws, regulations or directives including any withholding taxes or other taxes or duties, fees or charges imposed by any (inter-)national, federal or local authority and the provisions of this Agreement shall be curtailed and limited to the extent necessary to meet with such requirements and the CAM has no obligation to make any payment to a Beneficiary if such payment is unlawful in any way.

**6.4.2** If it becomes illegal or impossible for reasons outside the CAM's control to carry out any of the provisions hereof ("**Force Majeure**"), it shall incur no liability as a consequence thereof, for as long as this situation continues and during such period it shall have no responsibility for the validity, effectiveness or enforceability hereof, provided that CAM shall as soon as reasonably possible notify the other Parties hereto about the existence of such situation.

**6.4.3** If a Force Majeure continues in excess of 6 (six) months, the Parties or the CAM may terminate this Agreement in accordance with Clause 8 hereof.

### **6.5 Prompt payment and accountings from Distributors**

The Sales Agent undertakes throughout the term of the Distribution Agreements to procure prompt payments from Distributors into the Collection Account as well as prompt and accurate distribution statements (via the Sales Agent) to the CAM.

### **6.6 The CAM may rely on information**

The CAM shall be entitled to rely on information, reasonably believed by it to be correct, provided to it by any of the Parties, Beneficiaries or third parties and on any communication, document or correspondence reasonably believed by the CAM to be genuine and to have been made available, sent or signed by the person by whom it purports to have been made available, sent or signed and the CAM shall not be obliged to inquire further as to the accuracy or authenticity of said communication, information or document. In the absence of gross negligence or willful misconduct the CAM shall not be liable to any Party or Beneficiary for any consequence of such reliance.

**6.7 The CAM shall on request furnish information**

The CAM shall on request furnish to a Party copies of all statements and accountings received by it from the Sales Agent or the Distributors.

**6.8 Liability of the CAM**

No liability shall attach to the CAM on account of its payment of any monies received by it hereunder, provided that such monies are applied in accordance with this Agreement. If the CAM makes an erroneous payment ("Erroneous Payment") in relation to an Accounting Period ("Applicable Period"), it will make good any direct loss (excluding consequential damages and lost profits) suffered by any of the Parties as a result of the Erroneous Payment, provided that the claim relating to the Erroneous Payment has been made within a term, commencing upon execution of the Erroneous Payment, equal to the Applicable Period less 10 Business Days, with a maximum of three (3) months, whichever is the shortest. With regard to any other obligations on the part of the CAM under this Agreement, no liability shall attach to the CAM in the absence of material breach, gross negligence or willful misconduct on its part.

**6.9 Repayment of overpayment**

The Parties agree that in case they have received more than their Entitlement(s), they shall upon becoming aware or upon request, which request may also be addressed to the Beneficiaries, not being Parties, by the CAM immediately pay or repay such amount into the Collection Account for correct distribution by the CAM. The CAM's next Statement will, to the extent applicable, be an adjusted Statement showing the correct Entitlement(s). The CAM shall make no further payments to the relevant Party(ies) or Beneficiaries, until such amount has been repaid in full, including interest at a rate of LIBOR+1% per annum, and it may formally notify such Party(ies) or one or more of the Beneficiaries upon the occurrence such situation.

**6.10 No risk of own funds and maintenance of operations**

Subject to Clauses 3.4, 6.8 and 7.5 hereof, none of the provisions hereof shall be construed so as to require the CAM to expend or risk any of its own funds or otherwise incur any financial liability, personal liability of its employees, shareholders, directors, etc. in the performance of its obligations hereunder and the CAM shall be under no obligation to make any payment to any Beneficiary except out of the Collected Gross Receipts standing to the credit of the Collection Account. The CAM shall sufficiently maintain its operation to carry out its obligations hereunder.

**6.11 Indemnification of the CAM**

**6.11.1** If the CAM incurs any liability, loss, damage, costs or expense, including (outside legal) counsel's fees, (outside legal) counsel's costs or court or arbitration costs, either through a claim or action arising out of, or in connection with its acceptance or its performance under this Agreement (including third party claims) or otherwise, the Parties hereto shall, upon first written request of the CAM, forthwith pay, in proportion to their respective Entitlements on the basis of the total amount of Collected Gross Receipts at the time of such demand, indemnify the CAM and agree to hold the CAM safe, harmless, defended and indemnified against any such liabilities, losses, damages, costs or expenses, all of these being deemed CAM Expenses for the purposes hereof.

**6.11.2** The benefit of Clause 6.11.1 shall extend to the officers, directors, employees, agents, advisers, representatives and affiliates of the CAM. Notwithstanding the foregoing, indemnification of the CAM hereunder shall only be due by the Parties in the absence of material breach, gross negligence or willful misconduct on the part of the CAM.

**6.11.3** The CAM shall have the discretionary right to require a specific indemnification from the Parties hereto before taking any legal or other action hereunder which might in its reasonable judgment involve any expense to or liability of the CAM.

**6.12 The CAM has no other duties**

The CAM shall have no duties or obligations pursuant to this Agreement other than those specified in this Agreement.

**6.13 Authority to the CAM**

**6.13.1** Each Party authorizes the CAM to perform the CAM's services as set out in this Agreement and to take such action on its behalf and to exercise such powers as are specifically delegated to it by the provisions of this Agreement, including those that may reasonably increase the likelihood of the Beneficiaries receiving their pre-agreed (potential) Entitlements, together with all the powers reasonably incidental thereto. The CAM shall perform such services in good faith.

**6.13.2** No Party shall interfere with, frustrate or take any action contrary to the terms of this Agreement.

**6.14 Power to represent**

The CAM may assume that the individual signing this Agreement has the power to sign on behalf of the Party he or she is representing.

**6.14.1** Intentionally deleted

**6.15 Termination of the Sales Agency Agreement**

**6.15.1** Prior to FIDEC having recouped the FIDEC Credit Facility but only following the expiration of the term pursuant to the FIDEC Agreement, FIDEC shall be entitled to terminate the Sales Agency Agreement in respect of the ROW Territory only.

**6.15.2** Upon receipt by the CAM of notification by FIDEC until FIDEC has recouped the FIDEC Credit Facility that the Sales Agency Agreement has been terminated or that its term has expired, which notification shall be accompanied with a copy of the relevant contractual termination settlement arrangements (including arrangements regarding current and future sales commission and sales expenses), the CAM shall, subject to such arrangements, cease to make payments to the Sales Agent. The settlement arrangements with the Sales Agent shall be notified to the CAM as soon as agreed.

**6.15.3** Until such time as FIDEC has recouped the FIDEC Credit Facility, upon notification by FIDEC to all the Parties that the Sales Agency Agreement has been terminated in respect of the ROW Territory or that its terms has expired, this Agreement shall be terminated as against the Sales Agent ("**Sales Agent Termination**").

**6.15.4** Subject to compliance with the provisions of Clause 6.15.1, FIDEC until FIDEC has recouped the FIDEC Credit Facility shall have the right to designate a new sales agent in respect of the ROW Territory ("**New Sales Agent**") by giving notice to all

the Parties of the identity of the New Sales Agent and of the detailed terms under which the New Sales Agent is appointed.

The New Sales Agent shall automatically become a Party to this Agreement and the CAM shall be entitled to deal with the New Sales Agent as if it had been the Sales Agent.

**6.16 Invalid Clause(s)**

The validity of remaining Clauses of this Agreement shall not be affected, should one or more of the Clauses hereof be found invalid, impracticable or unenforceable. The Parties shall, to the extent reasonably required, replace the inapplicable Clauses by a Clause or Clauses, which come(s) as close as (legally) possible to the economic purpose pursued by the Parties through the original Clause(s). The same shall apply to any gaps in the provisions or structure of this Agreement.

**6.17 No waiver**

Except as otherwise described hereunder, no failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partly exercise by it of any right, power or privilege, exclude any further exercise thereof.

**6.18 Cumulative rights and remedies**

The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

**6.19 Written amendments**

No provision of this Agreement may be amended, modified, waived, discharged or cancelled otherwise than by the express written consent of the Parties affected by it, nor may any breach of any provision of this Agreement be waived or discharged except with the express written consent of the Parties affected by it.

**6.20 Clause headings not relevant**

The Clause headings in this Agreement are provided for convenience only and shall not affect the construction, the interpretation or the effect of this Agreement.

**6.21 No partnership, joint venture, no other obligations CAM**

Nothing herein shall constitute a partnership between, or joint venture by, the Parties or any two or more of them. The CAM shall not have any obligations or responsibilities to the Beneficiaries or otherwise, except as expressly set out in this Agreement. Without limitation to the foregoing the CAM shall not have any other obligations towards Beneficiaries whether implied or imposed as a matter of law or equity, except as expressly set out in this Agreement.

**6.22 This Agreement is principal Agreement and Warranty Entitlements**

In relation to (administering) the receipt, allocation and disbursement of Gross Receipts, (Deemed) Collected Gross Receipts and Collection Account Interest from the Project, each Party hereby agrees that this Agreement sets out the entire Agreement and understanding between the Parties hereto and that this Agreement shall supersede and prevail over all and any previous agreement(s),

arrangement(s) and, or, understanding(s) between them and warrants that the Entitlements as described herein or in the Exhibits hereto are correct.

**6.23 CAM's credit on Project**

Producer shall procure that CAM shall receive a credit on the Project in the form: "Collection Account Management by Fintage House".

**6.24 DVD and poster for the CAM**

The Sales Agent shall provide the CAM with one DVD and one poster of the Project as soon as these become available.

**7. ARBITRATION**

**7.1** The Parties agree that disputes or disagreements on the performance or interpretation of this Agreement or of any provision hereof shall be irrevocably solved by way of binding final and exclusive arbitration without appeal. Until repayment of the FIDEC Credit Facility, the arbitration shall be in Montreal, Canada and shall be governed by the laws of the Province of Quebec and the laws of Canada under the rules then in force of International Arbitration of the Independent Film & Television Alliance ("**IFTA**"), formerly known as the American Film Marketing Association, subject as herein provided. Thereafter, the arbitration shall be in Los Angeles, California and shall be governed by the laws of the State of California in accordance with the rules and procedures of IFTA.

**7.2** Any Party shall have the right to notify all the other Parties and Beneficiaries in writing of a disagreement by written notice ("**Arbitration Notice**") which shall (i) state the subject of the disagreement and (ii) the identity of the Parties whose interest hereunder is the subject of such disagreement and who are requested to be represented in the arbitration (together with the Party making notice; the "**Arbitration Parties**"). Any Party that is not named as an Arbitration Party will automatically become an Arbitration Party upon notification in writing to such Party within 10 Business Days of the Arbitration Notice.

**7.3** The Arbitration Parties shall within ten (10) Business Days after the Arbitration Notice mutually appoint, at their own expense, one arbitrator (such an arbitrator being expert on the motion picture industry and the legal aspects thereof). If any of the Arbitration Parties fails to agree on the appointment of an arbitrator within the above mentioned ten (10) Business Days period, it shall be entitled to request from the President of the Chartered Institute of Arbitrators the appointment of a sole arbitrator (the "**Arbitrator**") within ten (10) Business Days of such application.

**7.4** The Parties shall provide the Arbitrators with all the relevant information, documentation, etc. as requested by the Arbitrators within one week of such request and the arbitration shall commence at a location in Montreal, Canada or in Los Angeles, California as applicable pursuant to paragraph 7.1 hereunder within ten (10) Business Days thereafter. Such arbitration shall continue on each consecutive Business Day there from until fully concluded, and in any event the arbitrators shall be instructed to reach a binding decision within 60 Business Days after commencement of the arbitration. The Parties agree to be bound by the arbitrator's award and such award may be enforced by any court of competent jurisdiction. The Parties agree to accept service of process in accordance with the IFTA rules.

**7.5** Immediately after the Arbitrator pursuant to this Clause has reached a decision, the Parties shall forthwith execute the decision and if so required transfer any monies payable by them into the Collection Account. The CAM shall subsequently disburse Collected Gross Receipts in accordance with the Arbitrator's award.

**7.6** The CAM shall only be involved as an Arbitration Party if the dispute being the subject of the arbitration relates to the CAM's performance of its duties under this Agreement. Upon receipt of an Arbitration Notice, the CAM shall cease to pay any Entitlement which is subject to the Arbitration Notice until either (i) the Arbitrator has notified the CAM in writing of its award or (ii) the Arbitration Parties have each provided the CAM with a copy of the Arbitrator's award or a joint notification that the arbitration was abandoned. The costs, charges and expenses incurred by the CAM in relation to the proceeding of the arbitration and the implementation of the Arbitrator's award (inclusive of the time spent by the CAM at a reasonable hourly rate) shall be deemed uncapped CAM Expenses, except that if the CAM is an Arbitration Party, payment of such costs shall be subject to any award of costs made by the Arbitrator.

## **8. TERMINATION**

**8.1** The CAM may at any time terminate this Agreement subject to thirty (30) Business Days prior written notice to all Parties.

**8.2** The majority of the Parties shall jointly have the right to terminate this Agreement at any time upon a thirty (30) Business Days prior written notice to all Parties, subject to a term of twenty-four (24) months after the issuance of the first Statement. Notwithstanding the foregoing, if the CAM commits a material breach of the terms of this Agreement which is not remedied within twenty (20) Business Days of written notice given to the CAM by a majority of the Parties, the twenty-four (24) months term shall not apply.

**8.3** In the event of Termination pursuant to Clause 8.1 or 8.2 above, the Parties shall instruct the CAM in writing within ten (10) Business Days from the date of Termination, to transfer the relevant administration relating to this Agreement to a properly specified successor collection account manager and to close the Collection Account no later than one month after the date of Termination. If such instruction has not been received within aforementioned period, the CAM may close the Collection Account without further notice.

**8.4** As of the date of Termination pursuant to Clause 8.1, the CAM shall no longer perform its obligations hereunder and shall be automatically released and discharged there from in full, without prejudice to any rights and obligations of the Parties in respect of the period prior to the date of Termination, including without limitation of the foregoing, the CAM's right to be paid the CAM Fee and its CAM Expenses up to and including the date of Termination. Any monies related to the Project, received by the CAM after the date of Termination and not payable to the CAM, shall upon receipt by the CAM be transferred to the properly specified successor collection account manager.

**8.5** It is expressly agreed that any Party who shall have no further obligation under this Agreement and who is not entitled to receive any (further) Entitlement hereunder, shall no longer receive Statements from the CAM or have the right to agree (or disagree as the case may be) on amendments hereto or terminate this Agreement as described in this Clause 8, and such Party's consent shall thereafter no longer be required where its consent is required hereunder.



- 8.6** Notwithstanding anything to the contrary contained herein, it is agreed that this Agreement will be terminated as against the Completion Guarantor and the Completion Guarantor shall have no further obligation under this Agreement upon receipt by the CAM of a notice from the Completion Guarantor that either (i) pursuant to delivery of the Project its obligations under the terms of the Completion Guarantee have been fully discharged and it is not entitled to recoup any fund advanced or provided by it towards the Project or (ii) it has recouped in full all funds advanced by it pursuant to the Completion Guarantee.

**9. NOTICES**

Any notice given under this Agreement:

- (a) shall be in writing and sent to the (email) address of the Party as set out under Exhibit C such other address as notified by such Party to the other Parties, or, with respect to a Beneficiary who is not a Party to this Agreement, such other address as notified to the CAM or the Parties by such Beneficiary. Notwithstanding the foregoing, Statements and Payment Notifications provided by the CAM by email shall be deemed to have been given when no notification has been received to the contrary; and in addition all Parties will be given the possibility to have access to Fintage Live Reporting ("**FLR**") for this Project; and
- (b) shall be delivered by hand, sent by facsimile transmission, by registered letter or by electronic mail, and shall be deemed to have been given when delivered or left at the above mentioned addresses, on the date at which they would be received in the normal course of posting, if posted, and if sent by facsimile, when the proper answer back code is received by the sender upon completion of successful transmission if sent by facsimile and if sent by electronic mail, when no notification has been received to the contrary.

**10. EXECUTING PARTIES AND COUNTERPARTS**

- 10.1** Subject to Clause 10.2, in no circumstances will any Party shown as a Party to this Agreement have, or be recognized as having, any Entitlement(s) under this Agreement unless such Party has executed this Agreement.
- 10.2** This Agreement shall be binding and in full force and effect as of the day and the year first above written, subject to the CAM, the Producer[s] and the Sales Agent duly having executed this Agreement, but only in respect of those Parties that have signed. The Entitlement(s) of the Parties who did not sign the Agreement will be retained in the Collection Account until the earlier of (a) thirty-six (36) months after the date of this Agreement or (b) until such time the relevant Party has duly signed the Agreement and the CAM has received such signed original signature. In the event that after thirty-six (36) months after the date of this Agreement one or more of the Parties have not signed this Agreement (and subject to the latter being in force), their Entitlement(s) will be allocated and paid out to the Beneficiaries in accordance with Exhibit A of this Agreement as if such Parties who have not signed this Agreement had irrevocably waived their right pursuant to this Agreement to receive any Entitlement.
- 10.3** This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile signatures and electronic signatures shall have the same force and effect as original signatures.

**11. LAW**

This Agreement shall be governed and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein, subject to Clause 7. Following repayment of the FIDEC Credit Facility this Agreement shall be governed by the laws of the State of California.

[SIGNATURE PAGES FOLLOW]

---

EXECUTED and unconditionally  
delivered as its Agreement by:

**FINTAGE COLLECTION ACCOUNT MANAGEMENT B.V**

.....

**THE OBJECTIVE, LLC**

.....

**ARCLIGHT FILMS INTERNATIONAL PTY**

.....

**AL TADAMON SERVICES COMPANY LTD.**

.....

**GVI P1, LLC**

.....

**JAZ FILMS, LLC**

.....

EXECUTED and unconditionally  
delivered as its Agreement by:

**FILM FINANCES INC.**

.....

EXECUTED and unconditionally  
delivered as its Agreement by:

**LA FINANCIÈRE DES ENTREPRISES CULTURELLES (FIDEC)**

.....

**EXHIBIT A**

**Allocation and Distribution of Collected Gross Receipts**

The Collected Gross Receipts and Collection Account Interest shall be allocated and paid in the following manner and order (to the extent said amounts have not already been (partly) paid or repaid from any other sources, in which case the relevant Party shall as soon as reasonably possible notify this to the CAM):

**A. Collected Gross receipts derived from the ROW Territory**

1. In payment of the CAM Fee and CAM Expenses (to the extent not already recouped under paragraph B1 below); thereafter
2. To FIDEC in repayment of the FIDEC Credit Facility and if FIDEC notifies the CAM in writing that it has received the FIDEC Credit Facility, then all monies payable pursuant to this paragraph A2 shall be payable to Sales Agent; thereafter
3. To Sales Agent in payment of (i) the ROW Territory Sales Commission and (ii) the Sales Agent Continued Delivery and Maintenance Costs less ROW Territory Sales Commission paid to FIDEC pursuant to paragraph A.2. hereinabove; thereafter
4. To the Completion Guarantor until recoupment of any Completion Funds it may have expended, to the extent not already recouped under paragraph B4 below; thereafter
5. In payment of the Producer Override to the Equity Participants of (i) if Equity Participants have not recouped 115% of their respective investment, then 100% to Equity Participants pro-rata towards their respective Entitlements and (ii) if Equity Participants have recouped 115% of their respective investment, then the Producer Override shall be paid 40% to JAZ and 60% to Gear Head; thereafter
6. The remainder to Producer. (100% to Producer until Producer has recouped items 5, 6, 7 and 8 from the Equity Territories below THIS DOES NOT CONFORM. PLEASE ADVISE!, then 80% to Producer, 20% to Sales Agent until Sales Agent has been paid the Sales Agent Executive Producer Fee.) *recouped 100% to Producer*
7. No later than eighteen (18) months from delivery of the Film, Equity Participants may elect, upon giving unanimous written notice to Producer and CAM, to change their share to 22.5% of remaining revenue derived from the total of (i) domestic gross receipts and (ii) international gross receipts less A3 and A5.

Deleted: is  
Deleted: been repaid  
Deleted: Gross Receipts

*less any ROW Territory Sales Commission paid to FIDEC*

*Because Credit Facility*

*EQUITY PARTICIPANTS*

Formatted: Font: Bold

**B. Collected Gross receipts derived from the Equity Territories**

1. In payment of the CAM Fee and the CAM Expenses (to the extent not already recouped under paragraph A1 above); thereafter
2. Until repayment of the FIDEC Credit Facility, to FIDEC, in payment of the Undeferred Sales Agency Commission following recoupment by FIDEC of the FIDEC Credit Facility, to Sales Agent in payment of the Undeferred Sales Agency Commission less the Sales Agency Commission paid to FIDEC pursuant to this paragraph B.2.; thereafter; thereafter

3. 100% to JAZ in payment of any overhead, production and/or delivery costs incurred in connection with the Film, not to exceed US\$50,000 as timely notified to CAM by JAZ;

Deleted: Picture

4. To the Completion Guarantor until recoupment of any Completion Funds it may have expended, to the extent not recouped pursuant to paragraph A4 above; thereafter

5. On a pro-rata and *parri passu* basis until each Equity Participant has received 100% return of its respective Investment to the Equity Participants in the following manner:

- (a) to GVI 14.6%;
- (b) to Al Tadamon 46.1%; and
- (c) to JAZ 43.8%; thereafter

Deleted: pro-rata

*Director*

6. On a pro-rata and *parri passu* basis to Gear Head in payment of its ~~producer~~ fee up to US\$50,000 and to JAZ in payment of its producer fee of US\$50,000,; thereafter

7. To the Equity Participants on a pro-rata *pari-passu* basis until each Equity Participant receives 115% return on its respective Investment in the following manner:

- (a) to GVI 14.6%;
- (b) to Al Tadamon 41.6%; and
- (c) to JAZ 43.8%; thereafter

8. Until recoupment of the FIDEC Credit Facility, to FIDEC in payment of the Equity Territory Sales Agent Commission less the amount paid by the CAM as Undeferred Sales Agent Commission (under paragraph B2 of this Exhibit A) and following recoupment by FIDEC of the FIDEC Credit Facility, to Sales Agent in payment of the Equity Territory Sales Agent Commission less the amount paid by the CAM as Undeferred Sales Agent Commission (under paragraph B2 of this Exhibit A); thereafter

9. To Producer and Equity Participants on a pro-rata and *parri-passu* basis in the following manner: [NOTE TO DRAFT: What is Producer's percentage?]

Formatted: Font: Bold

Formatted: Font: Bold

- (a) to Gear Head 27%;
- (b) to JAZ 41.9%;
- (c) to GVI 7.3%;
- (d) to Al Tadamon 20.8%; and
- (e) Wes Clark Jr. 3%.

Deleted: b)

Deleted: 30

Deleted: and

Deleted: .

Formatted: Bullets and Numbering



*JAZ 27%  
Gearhead 27%*

*any, side letter,*

**EXHIBIT B**

**Irrevocable Instructions to Notice of Acknowledgement by Distributor**

Distributor is hereby irrevocably instructed by Sales Agent (which instruction can only to be changed or revoked by an original written and duly signed document by Fintage Collection Account Management B.V., tel. +31 71 565 9999, e-mail larsplukker@fintagehouse.com]), to pay all proceeds on "The Objective" due and payable to Sales Agent under the Distribution Agreement dated [../..../....] directly and without diversion or deduction, into the following Collection Account:

Account name	Fintage Collection Account Management B.V. re: "The Objective"
Account number (IBAN)	NL32 FTSB 0240 2215 40
CA Bank	Fortis Bank Nederland N.V. Blaak 555 3011 GB Rotterdam The Netherlands
BIC Code	FTSBNL2R

Sales Agent and Distributor agree that they shall not alter the payment authority and direction contained herein without the prior written consent of Fintage Collection Account Management B.V. and Distributor and Sales Agent agree that in the absence of [Sales Agent] providing a copy of such consent to Distributor, Distributor shall continue to make payments solely into the Collection Account as provided for herein.

**EXHIBIT C**

---

**THE OBJECTIVE, LLC,**  
2590, Glen Green  
Suite 9  
Los Angeles, California

Contact person to whose attention Statements need to be addressed:

Name:  
Fax:  
E-mail:

*JEREMY WALL*

Bank account details:

Bank: Union Bank of California  
Account Name:  
Account No. ~~476 0 147~~  
Transit No. 122000496

*, 9460 Wilshire Blvd, BD, CA 90212*

*0720113317*

---

**ARCLIGHT FILMS INTERNATIONAL PTY**

Building 22, Fox Studios  
Driver Avenue  
Moore Park  
NSW 2021  
Australia

Contact person to whose attention Statements need to be addressed:

Name: Ian Gibbins  
Fax: +62 2 8353 2437  
E-mail: ian@arclightfilms.com

Bank account details:

Bank: National Australia Bank  
Account Name: Arclight Films  
Account No. ARFIL - USD01  
Transit No. NATAAU3302S



---

**FILM FINANCES**

9000 Sunset Boulevard  
Suite 1400  
Los Angeles, California 90069

Contact person to whose attention Statements need to be addressed:

Name:  
Fax:  
E-mail:

Bank account details:

Bank:  
Account Name:  
Account No.  
Transit No.

**WES CLARK JR.**

Formatted: Font: Bold

Contact person to whose attention Statements need to be addressed:

Name:  
Fax:  
E-mail:

Bank account details:

Bank:  
Account Name:  
Account No.  
Transit No.

---

**LA FINANCIÈRE DES ENTREPRISES CULTURELLES (FIDEC)**

Contact person to whose attention Statements need to be addressed:

215 Rue Saint Jacques  
Suite 800  
Montreal QC H2Y 1M6

Name: Pierre Leblanc  
Fax: (514) 940-1528  
Email : pleblanc@fidecinvest.com

With copies to:

Fraser Milner Casgrain LLP  
1 Place Ville Marie  
Suite 3900  
Montreal QC H3B 4M7

Name: Joey Mastrogiuseppe  
Fax: (514) 866-2241  
Email : joey.mastrogiuseppe@fmc-law.com

and

Name: Gilles Labranche  
E-mail: [glabranche@fidecinvest.com](mailto:glabranche@fidecinvest.com)

Bank account details:

Beneficiary Bank: National Bank of Canada  
TV & Motion Picture Group  
481 University Ave., Suite 500  
Toronto ON M5G 2E9  
Transit 07451

Beneficiary Name: Films Arlight Canada Inc.  
1 Place Ville-Marie, 39<sup>th</sup> Floor  
Montreal QC H3B 4M7

Beneficiary Account No.: 201-65

Intermediate Bank: JP Morgan Chase Bank  
New York Branch  
270 Park Avenue  
New York NY 10017  
Swift ID: CHASUS33  
Fedwire ABA #: 021000021

---

**AL TADAMON SERVICES COMPANY LTD.**

P.O. Box 556  
Main Street  
Charlestown, Nevis  
West Indies

And its correspondence office at : P.O. Box 261995, Dubai, United Arab Emirate

Contact person to whose attention Statements need to be addressed:

Name: Glenn M. Stewart  
Fax:  
E-mail: [stewart@algosaibi-bahrain.com](mailto:stewart@algosaibi-bahrain.com)

Bank account details :

Bank:  
Account Name:  
Account No.:  
Transit No.:

With a copy to:

Randolph M. Paul  
Greenberg Traurig, LLP  
2450, Colorado Avenue, Suite 400E  
Santa Monica, California 90404

---

**GVI P1 LLC,**  
14 Red Tail Drive  
Highlands Ranch  
Colorado

Contact person to whose attention Statements need to be addressed:

Name: Gary J. McAdam  
Fax:  
E-mail: [mcadamgary@hotmail.com](mailto:mcadamgary@hotmail.com)

Bank account details:

Bank: 1st Bank of Colorado, 10403 West Colfax Avenue, Lakewood, Colorado 80215  
Account Name: GVI P1 LLC  
Account No. #366-403-3582  
Transit No. ABA #107005047

Special Instructions : Bank teller, please call Gary McAdam at 303-791-1188 upon receipt of wired funds.

---

**JAZ FILMS, LLC**  
2590 Glen Green  
Suite 9  
Los Angeles, California

Contact person to whose attention Statements need to be addressed:

Name: Jeremy Wall  
Fax:  
E-mail: Jeremy@jazfilms.com

Washington Mutual Bank,  
Hollywood Main Financial Center 1578  
1500 North Vine Street  
Hollywood, CA 90028  
ABA no. 322271627  
Account 3062441220  
Account Name: JAZ Films LLC

Bank:  
Account Name:  
Account No.  
Transit No.

With a copy to:

Jennifer Hughes, Esq.  
9595 Wilshire Blvd.  
Suite 305  
Beverly Hills, CA 90212  
Tel: (310) 785-1710  
Fax: (310) 785-1720

---

**GEAR HEAD PICTURES, INC.**

235 E. Colorado Avenue  
Suite 644  
Pasadena, California 91101 USA

With a copy to :

Stuart Rosenthal, Esq.  
Bloom Hergott Diemer Rosenthal & LaViolette, LLP  
150 S. Rodeo, Third Floor  
Beverly Hills, California 90212

Tel.: 310- 859-6830  
Fax: 310-860-6830

Contact person to whose attention Statements need to be addressed: