



SECRETARY OF STATE
STATE OF CALIFORNIA

UCC Filing Acknowledgement

04/20/2007

Page 1 of 1

FUNSTEN & FRANZEN
9595 WILSHIRE BLVD.
SUITE 305
BEVERLY HILLS CA 90212

Filing Fee: \$5.00
Total Fee: \$5.00

The California Secretary of State's Office has received and filed your document. The information below reflects the data that was indexed in our system. Please review the information for accuracy. Included is an image of the filed document to assist you in your review. If you find a potential error, please notify the UCC Section at the number listed below at your earliest convenience.

Filing Type: **Financing Statement**
Filing Number: **07-7111037239**

File Date: **04/20/2007**
Lapse Date: **04/20/2012**

File Time: **13:43**

Debtor(s):
ORGANIZATION

THE OBJECTIVE LLC
1726 WHITLEY AVE. LOS ANGELES CA USA 90028

Secured Party(ies):
ORGANIZATION

LA FINANCIERE DES ENTREPRISES CULTURELLES
215 SAINT-JACQUES STREET, SUITE 800 MONTREAL
QUEBEC CAN H2Y1M6

Filing by the Secretary of State is not conclusive proof that all conditions for securing priority have been met. Ensuring that accurate information is on the document to be filed is the responsibility of the filing party. If this filing is challenged, the Secretary of State does not guarantee that the filing is legally sufficient to secure priority under UCC Article 9 and expressly disclaims any liability for failure of the filing party to secure priority resulting from the information contained in the filed document, or the lack of information on the filed document.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
310 785-1710

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Funsten & Franzen
9595 WILSHIRE BLVD.
SUITE 305
BEVERLY HILLS, CA 90212
USA

DOCUMENT NUMBER: 12376940002
FILING NUMBER: 07-7111037239
FILING DATE: 04/20/2007 13:43
IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME THE OBJECTIVE LLC					
	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 6 WHITLEY AVE.		CITY LOS ANGELES		STATE CA	POSTAL CODE 90028	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	1e. TYPE OF ORGANIZATION LIMITED LIABILITY COMPANY	1f. JURISDICTION OF ORGANIZATION CA	1g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE 200617810062		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME					
	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME LA FINANCIERE DES ENTREPRISES CULTURELLES					
	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 2 SAINT-JACQUES STREET, SUITE 800		CITY MONTREAL		STATE QUEBEC	POSTAL CODE H2Y1M6	COUNTRY CAN

4. This FINANCING STATEMENT covers the following collateral:

See Attachment(s)

5. ALT DESIGNATION: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

<input type="checkbox"/> 6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2
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8. OPTIONAL FILER REFERENCE DATA

ACCOMMODATION SECURITY AGREEMENT

THIS ACCOMMODATION SECURITY AGREEMENT (the "Agreement") is entered into as of April 12, 2007 by and between THE OBJECTIVE L.L.C., a California corporation (the "Accommodation Party") and LA FINANCIÈRE DES ENTREPRISES CULTURELLES (FIDEC), SOCIÉTÉ EN COMMANDITE ("FIDEC") with reference to the following facts:

- A. FIDEC has agreed to issue a guarantee in favour of National Bank of Canada (the "Bank") in order to guarantee the repayment to the Bank of certain amounts owing by Arclight Canada Inc. (the "Borrower") pursuant to certain loans in relation to the film tentatively entitled "*The Objective*" (the "FIDEC Guarantee") (by whatever name such motion picture is now or may hereafter become known) (the "Film");
- B. FIDEC and the Borrower will enter into an Agreement to Guarantee (Gap Financing) with respect to the Film (the "FIDEC Agreement");
- C. FIDEC is willing to issue the FIDEC Guarantee and to enter into the FIDEC Agreement subject to the Accommodation Party entering into this Agreement providing, among other things, for the grant by the Accommodation Party to FIDEC of a security interest in all of the Accommodation Party's right, title and interest in and to the movable property, present and future, related to the Film including, without limitation, all right, title and interest in the Film, and all proceeds thereof not to exceed US\$300,000 in value as provided in Section 1.1 below; and
- D. the Accommodation Party has determined that it is in its best interest and in pursuance of legitimate business interests to induce FIDEC to issue the FIDEC Guarantee and to enter into the FIDEC Agreement by entering into this Agreement.

NOW THEREFORE, as an accommodation to Borrower, as an inducement to FIDEC to issue the FIDEC Guarantee and to enter into the FIDEC Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. SECURITY

- 1.1 As security for the full performance of the Accommodation Party's obligations under that certain Collection, Disbursement and Interparty Agreement entered into or to be entered into between, *inter alia*, FIDEC and the Accommodation Party and as security for the full performance of the Accommodation Party's obligations hereunder (collectively, the "Obligations") the Accommodation Party hereby grants to FIDEC a security interest in and to all of the Accommodation Party's right, title and interest in and to all rights to distribute, license and exploit the Film throughout the world (excluding the "Domestic Territory" which shall mean the United States and Canada, 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) (the "International Rights") including, without limitation, all accounts, deposit accounts, equipment, machinery, fixtures, general intangibles, drafts, checks, certificates of deposit, notes, bills of exchange, contract rights, inventory, investment property, letter of credit rights, negotiable collateral (including negotiable instruments), insurance policies, copyrights, patents, trademarks, documents, books and records, supporting obligations and all other property of the Accommodation Party which is related to or used in connection with the International Rights, whether now owned or hereafter from time to time acquired or arising and regardless of where located, including any products, proceeds or substitutions of the foregoing, not to exceed US\$800,000 in value (all of the collateral described in this Section 1.1 is collectively referred to as the "Accommodation Collateral").

- 1.2 The foregoing security interest described in Section 1.1 above is herein referred to as the "Security Interest" and shall mean a first priority and senior security interest in and to the Accommodation Collateral and shall have the meaning given to such term by the Commercial Code of the State of California or any other applicable statute or regulation in any jurisdiction relating to the Accommodation Collateral.
- 1.3 The Accommodation Party hereby acknowledges and agrees that its rights in or to the Accommodation Collateral are subject and subordinate to the rights of FIDEC in and to said Accommodation Collateral under this Agreement.

2. ADDITIONAL INSTRUMENTS

If requested by FIDEC, the Accommodation Party shall execute and deliver or cause to be executed and delivered to FIDEC Uniform Commercial Code Financing Statements or such other similar instruments, documents or agreements as may be necessary to perfect FIDEC's Security Interest hereunder or to otherwise effectuate the purposes and intent hereof (including, without limitation, comparable documents with respect to the protection or perfection FIDEC's rights and Security Interests in jurisdictions outside the United States). The foregoing documents, if requested by FIDEC, shall be prepared by FIDEC for signature by the Accommodation Party and FIDEC shall bear all costs associated with such filings. If the Accommodation Party shall fail to execute or deliver to FIDEC any further instruments, documents or agreements under the provisions hereof when reasonably requested by FIDEC, after reasonable time to review and comment thereon, then the Accommodation Party hereby appoints FIDEC as the Accommodation Party's irrevocable attorney-in-fact, with the right, but not the obligation, to do any and all acts and things necessary to execute, acknowledge and deliver any and all such further instruments, documents or agreements, in the Accommodation Party's name and on the Accommodation Party's behalf, which appointment shall be deemed to be a power coupled with an interest and shall be irrevocable. FIDEC shall promptly deliver to the



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Accommodation Party copies of all documents executed or filed by FIDEC pursuant to the preceding sentence.

3. REPRESENTATION AND WARRANTIES

In order to induce FIDEC to issue the FIDEC Guarantee, to enter into the FIDEC Agreement and to enter into this Agreement, the Accommodation Party hereby agrees, represents and warrants to FIDEC as follows, which agreements, representations and warranties shall survive the execution and delivery of this Agreement:

- (a) the execution, delivery and performance of this Agreement and all other documents, instruments and agreements to be executed or delivered pursuant hereto, and the consummation of the transactions herein contemplated, and compliance with the terms and provisions hereof and thereof (i) to the best of its knowledge will not violate any provision of law or of any applicable regulation, order or decree of any court or governmental instrumentality or administrative body or agency; (ii) to the best of its knowledge will not result in any material breach of any mortgage, indenture, deed of trust, agreement or other instrument to which the Accommodation Party is a party or by which it may be bound or to which it may be subject, which breach would materially and adversely affect FIDEC's Security Interest granted hereunder; and (iii) will constitute the legal, valid and binding obligation of the Accommodation Party, enforceable against the Accommodation Party in accordance with the respective terms hereof and thereof, other than as such enforcement may be limited by laws governing bankruptcy or insolvency and other than statutory or judicial restrictions on the enforcement of equitable remedies generally;
- (b) there are no actions, suits or proceedings, pending or to the best knowledge of the Accommodation Party, threatened, against, affecting or relating to, the Accommodation Party, or, to the best of its knowledge, the Film or the Accommodation Collateral, before any court or governmental or administrative body or agency which, if determined adversely to the Accommodation Party, would materially and adversely affect the rights and Security Interest granted to FIDEC hereunder. To the best of the Accommodation Party's knowledge, the Accommodation Party is not in default under any applicable statute, rule, order or regulation of any governmental authority, bureau or agency having jurisdiction over it, which default would materially and adversely affect FIDEC's Security Interest hereunder;
- (c) subject to the proper filings by or on behalf of FIDEC, this Agreement effectively creates a valid first priority security interest in favour of FIDEC in the Accommodation Party's rights in and to the Accommodation Collateral. The Accommodation Party owns all rights, property and interests assigned or granted by it to FIDEC hereunder, and such rights, property and interests are unencumbered (or, if encumbered, such encumbrance is subordinate to FIDEC's Security Interest hereunder). The Accommodation Party has not, nor, to the best of the Accommodation Party's knowledge, has any other person, conveyed to any

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other person any rights in or to the Accommodation Collateral or the proceeds thereof, other than as permitted hereunder, or except as expressly acknowledged herein;

- (d) except to the Borrower, the Accommodation Party has not (other than in the ordinary course of business in respect of the distribution of the Film) transferred, assigned, or encumbered any rights in or to the Accommodation Collateral or in or to the proceeds thereof prior to the date hereof and will not do so after the date hereof until the indefeasible repayment in full to FIDEC pursuant to the FIDEC Guarantee;
- (e) to the Accommodation Party's knowledge, the recitals hereto are true and correct.

4. **NEGATIVE COVENANTS**

The Accommodation Party hereby covenants and agrees that so long as this Agreement is in effect, and until repayment in full to FIDEC pursuant to the FIDEC Guarantee, the Accommodation Party shall not, without first having procured the prior written consent of FIDEC;

- (a) amend, alter or modify, or consent to or permit the amendment, alteration or modification of any agreements relating to the Accommodation Collateral, or enter into any other agreement that would or is reasonably likely to have a material adverse effect on any of the rights granted to FIDEC under this Agreement, or under the instruments, documents or agreements executed by the Accommodation Party in connection herewith;
- (b) exchange, lease, license, lend transfer, sell or otherwise dispose of or grant an interest (other than as specifically permitted hereunder) in the Accommodation Collateral (provided, however, that nothing contained herein shall prohibit the Accommodation Party from granting licenses in and to the Accommodation Collateral in respect of the distribution thereof, in the ordinary course of business); or
- (c) create or assume any security interest, mortgage, pledge, encumbrance, assignment, lien or charge of any kind upon the Accommodation Collateral (other than as specifically permitted or acknowledged hereunder), except in the ordinary course of business in respect of the distribution of the Film and customary possessory liens of any laboratory or storage facility in respect of any of the Accommodation Collateral.

5. **EVENTS OF DEFAULT**

Each of the following specified events, if not cured within fifteen (15) business days after written notice thereof to the Accommodation Party (other than events described in Section 5(b) below, as to which such cure period shall not be applicable), hereby constitutes and is herein referred to individually as an "Event of Default";

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- (a) if any warrant of attachment, execution or other writ shall be issued or levied upon the Accommodation Collateral or upon the proceeds or amounts payable pursuant to any agreement referred to herein or covered by FIDEC's Security Interest hereunder, and such attachment, execution or other writ shall remain undischarged and unstayed for a period in excess of thirty (30) days; or
- (b) if the Accommodation Party should become insolvent; or should be unable to pay its debts as they mature; or should make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its properties or assets; or should file a voluntary petition in bankruptcy or seeking reorganization or to effect a plan or other arrangement with creditors; or should file an answer admitting the jurisdiction of any court and the material allegations of an involuntary petition filed pursuant to any legislation or governmental regulation relating to bankruptcy or reorganization; or should join in any such petition for an adjudication or for a reorganization or other arrangement; or should become or be adjudicated a bankrupt; or should apply for or consent to the appointment of or consent that an order be made appointing any receiver or trustee for itself or for any of its properties, assets or business; or if an order should be entered pursuant to any legislation or governmental rule relating to bankruptcy or reorganization; or if a receiver or a trustee should be appointed otherwise than upon its own application or consent for all or a substantial part of its properties, assets or business and any such receiver or trustee so appointed is not discharged within thirty (30) days after the date of such appointment.

Nothing in this Section 5 or elsewhere in this Agreement will be deemed to limit or restrict any of FIDEC's rights with respect to the FIDEC Agreement or the FIDEC Guarantee in the event of a default by the Bank, the Accommodation Party or Borrower thereunder (whether or not an Event of Default has occurred hereunder), including, without limitation, FIDEC's rights to deal with or realize upon the "Collateral" (as such term is defined in the FIDEC Agreement) as specified therein and herein.

6. REMEDIES

Upon the occurrence of any Event of Default and at any time thereafter FIDEC may exercise any and all of the following rights:

- (a) FIDEC will have all rights of a secured party under the Commercial Code of California and all other applicable laws with respect to the applicable Accommodation Collateral hereunder and may pursue any and all remedies available to it hereunder or under any of the documents executed in connection herewith or any other remedy afforded to it by law or equity, and FIDEC may, at its option, do and perform all other acts and things necessary for the proper preservation and protection of the applicable Accommodation Collateral and its rights hereunder, or pursuant to any agreement covered by FIDEC's Security Interest hereunder, all at the cost and expense of the Accommodation Party, which amount (including, without limitation, court costs and reasonable outside attorneys' fees) so expended shall constitute costs recoupable by FIDEC and

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secured as provided herein. In this connection, Accommodation Party hereby designates, constitutes and appoints FIDEC as its true and lawful attorney-in-fact with the full power (which power shall be deemed coupled with interest and shall be irrevocable) to enforce, following the occurrence of an Event of Default, in the place and stead of the Accommodation Party and in the name of the Accommodation Party or FIDEC, or both of them, all of the rights, benefits and privileges of the Accommodation Party in, to and under the applicable Accommodation Collateral. Any proceeds actually received by FIDEC in respect of the Accommodation Collateral hereunder in excess of Borrower's indebtedness to FIDEC then outstanding (including FIDEC's costs incurred in obtaining any such recovery, as set forth above) shall be promptly remitted by FIDEC to the Accommodation Party, provided that if FIDEC is thereafter required by a court of competent jurisdiction to disgorge any or all such amounts received by FIDEC, this Agreement and all of FIDEC's rights and FIDEC's Security Interest hereunder with respect to the FIDEC Guarantee and the FIDEC Agreement shall be reinstated and shall continue until the repayment in full to FIDEC pursuant to the FIDEC Guarantee;

- (b) notwithstanding anything to the contrary contained herein, all of FIDEC's rights and remedies expressly provided for in this Agreement shall be cumulative and in addition to whatever rights and remedies FIDEC may have at law or in equity or otherwise. FIDEC may exercise its rights with respect to the Accommodation Collateral without any necessity on its part or on the part of the holder of any obligation secured hereby to realize upon or enforce any other security now or hereafter held for any such obligation;
- (c) FIDEC shall incur no liability if any action taken by it or on its behalf in dealing with the applicable Accommodation Collateral hereunder shall prove to be in whole or in part inadequate or invalid, other than for any acts of gross negligence or willful misconduct by FIDEC.

7. ADDITIONAL AGREEMENTS

This Agreement is an accommodation instrument. The Accommodation Party hereby agrees, to the fullest extent permitted by law, not to assert or take advantage of:

- (a) any right to require FIDEC to proceed against Borrower or any other person or entity or to proceed against or exhaust any other security held by FIDEC at any time or to pursue any other remedy in FIDEC's power before exercising any right or remedy under this Agreement;
- (b) any defense which may arise by reason of:
 - (i) FIDEC's failure to proceed against Borrower or its property or any other person or entity or the property thereof against whom FIDEC might assert a claim, before proceeding against the Accommodation Party under this agreement; or

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- (ii) the release, suspension, discharge or impairment of any of FIDEC's rights against Borrower or any other person or entity against whom FIDEC might assert a claim, whether such release, suspension, discharge or impairment is explicit, tacit or inadvertent; or
 - (iii) FIDEC's failure to pursue any other remedies available to FIDEC which would reduce the burden of the Accommodation Party's obligations hereunder; or
 - (iv) any extension of time for the payment or performance of any of Borrower's obligations under the FIDEC Agreement, or the Note or any of the other documents and instruments pertaining to the Accommodation Collateral; or
 - (v) lack of authority of Borrower or any other person or entity.
- (c) except as expressly provided elsewhere herein, failure of FIDEC or Borrower to make or give demand, protest or notice of any kind, including, without limitation, the following notices:
- (i) notice of evidence, creation or incurring of any new or additional indebtedness or obligation; or
 - (ii) notice of any action or non-action on the part of Borrower or FIDEC in connection with any obligation or evidence of indebtedness held by FIDEC as Accommodation Collateral; or
 - (iii) notice of payment of or non-payment by Borrower pursuant to the Note or any other agreement; or
 - (iv) any defense to enforcement of all or any part of the obligations of Borrower or the Accommodation Party which defense is based on an election of remedies by FIDEC with respect to Borrower;
- (d) any duty on the part of FIDEC to disclose to the Accommodation Party any default by Borrower toward FIDEC, the Note or any other document or instrument pertaining to the FIDEC Agreement, the Note or the Accommodation Collateral;
- (e) any right to object to the release of any portions of the Accommodation Collateral from the Security Interests granted hereunder and created hereby notwithstanding the fact that such releases may be made without FIDEC's having received any (or adequate) consideration therefore.

Without limiting the generality of the foregoing, but subject to the provisions of this Agreement, the Accommodation Party acknowledges and agrees that its liability hereunder in the event of any Event of Default is primary, direct and immediate, and the Accommodation Party hereby agrees that neither (i) the exercise or the failure to exercise

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by FIDEC of any rights or remedies conferred on it hereunder or otherwise, (ii) the commencement of an action at law or the recovery of a judgment at law against Borrower or any other person or entity, and the enforcement thereof through levy or execution or otherwise, (iii) the taking or institution of any other action or proceeding against Borrower or any other person or entity, nor (iv) any delay in taking, pursuing or exercising any of the foregoing actions, rights, powers or remedies (even though requested by the Accommodation Party) by FIDEC or anyone acting for FIDEC, shall extinguish or affect the obligations of the Accommodation Party hereunder. The Accommodation Party shall be and remain liable hereunder until the repayment in full to FIDEC pursuant to the FIDEC Guarantee notwithstanding the previous discharge (total or partial) from further liability of Borrower or any other person or entity, or the existence of any bar (total, partial or temporary) to (i) the pursuit by the Accommodation Party of any rights or claims to indemnify against Borrower or any other person or entity, or to (ii) any right or claim to be subrogated to the rights or claims of FIDEC resulting from any action or failure or omission to act or delay in acting by FIDEC, or by anyone entitled to act in its place.

FIDEC shall apply any and all payments or recoveries from Borrower, or any other person or entity under any other instrument or realized from any security in connection with the Film, to the indebtedness of Borrower to FIDEC.

This Agreement and FIDEC's Security Interest shall terminate upon the repayment without subrogation of all amounts owing with respect to the FIDEC Guarantee.

8. NOTICES

All payments, notices, requests, demands or other communications to the respective parties hereto shall be in writing and shall be deemed to have been given when received by the party to which sent and shall be addressed to FIDEC at the address set forth below on the signature page of this Agreement (with a courtesy copy to Fraser Milner Casgrain LLP, 1 Place Ville-Marie, 39th Floor, Montreal, Quebec, Canada, H3B 4M7, Attention: Joey Mastrogioseppe) and to the Accommodation Party at the address set forth below on the signature page of this Agreement.

9. ENTIRE AGREEMENT

This Agreement and the documents, instruments and agreements delivered (or, as the case may be, to be delivered) pursuant hereto shall constitute the entire agreement between the parties hereto with respect to the transactions referred to herein and shall supersede all other agreements written or oral with respect thereto. This Agreement, and all other documents, instruments and agreements delivered or to be delivered pursuant hereto may not be modified, amended or terminated without the written consent of all parties hereto. Nothing contained in this Agreement will be construed so as to require the commission of any act contrary law, and wherever there is any conflict between any provisions of this Agreement and any present or future law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter will prevail, but in such event the provision of this Agreement affected will be curtailed and limited only to the extent necessary to bring it within legal requirements, and the other provisions of this

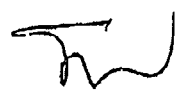
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Agreement will not be affected but will remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. **GOVERNING LAW; FORUM**

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts or choice of law provisions thereof. Accommodation Parties agree that any legal action or proceeding arising under or with respect to this Agreement or any other agreement, document or other instrument executed in connection herewith or pursuant hereto, or any action or proceeding to execute or otherwise enforce any judgment obtained against Accommodation Parties or any of their properties may be brought in the courts of the State of California, or in the United States District Court for the Central District of California, as FIDEC may elect, provided always that suit also may be brought in the courts of any country or place where the Accommodation Party or any of its assets may be found, and, by execution and delivery of this Agreement, irrevocably waives any objection which the Accommodation Party may now or hereafter have to the venue of any suit, action or proceeding, arising out of or relating to this Agreement, or any other agreement, document or other instrument executed in connection herewith or pursuant hereto, brought in the courts of the State of California or in the United States District Court for the Central District of California, and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Service of all writs, processes and summonses in any; action, suit or proceeding instituted by either FIDEC or the Accommodation Party in any of the courts of the State of California or of the United States of America may be made upon the other party by any means permitted by law, and to the extent permitted by law by the mailing of copies of the same to such party, enclosed in registered or certified mail cover, at the address designated herein or at such other address as is provided in writing pursuant to Section 10 hereof. Time is of the essence of this Agreement and every part thereof.

[SIGNATURE PAGE FOLLOWS]

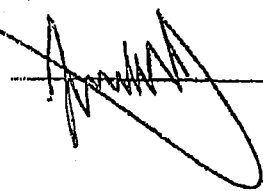


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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

~~THE OBJECTIVE LLC~~

By: _____
Name: _____
Title: _____



Fax No.: _____
Attention: _____

LA FINANCIÈRE DES ENTREPRISES
CULTURELLES (FIDEC),
SOCIÉTÉ EN COMMANDITE

215 Saint-Jacques Street
Suite 800
Montreal QC H2Y1M6

By: _____
Name: _____
Title: _____

Fax No.: (514) 940-1528
Attention: General Manager

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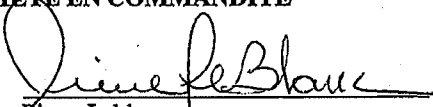
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE OBJECTIVE LLC

By: _____ Fax No.: _____
Name: _____ Attention: _____
Title: _____

**LA FINANCIÈRE DES ENTREPRISES
CULTURELLES (FIDEC),
SOCIÉTÉ EN COMMANDITE**

215 Saint-Jacques Street
Suite 800
Montreal QC H2Y1M6

By: 
Name: Pierre Leblanc
Title: General Manager

Fax No.: (514) 940-1528
Attention: General Manager