

**WRITER EMPLOYMENT AGREEMENT**  
(Low Budget Theatrical WGA Writer)

Agreement dated October 30th, 2006 between Hooah Productions, Inc. for the services of Wesley Clark (collectively "Writer"), and The Objective LLC ("Production Company").

1. **EMPLOYMENT:** Production Company agrees to employ Writer to perform and Writer agrees to perform, upon the terms and conditions herein specified, writing services for the proposed Theatrical Motion Picture currently entitled The Objective ("Picture"), based upon a screenplay of the same name supplied by Production Company ("Basic Property") and written by Daniel Myrick. All of the compensation to be paid under this agreement is compensation solely for the services of Writer.

2. **THE PRODUCT AGREEMENT WITH OPTIONS:** The completed results of Writer's services hereunder shall be deemed collectively the "Product" and individually the "Product Form," and shall be created as follows:

Rewrite of screenplay and one polish thereof.

3. **COMMENCEMENT OF SERVICES:** Writer shall commence services in writing the rewrite of the screenplay upon execution of this agreement and Production Company represents and warrants that it is a signatory of the Writers Guild of America ("WGA") Basic Agreement ("WGA BA"). Writer shall commence and deliver each writing step in accordance with the Reading Period or Option Period, as the case may be, described in Clause 4.

4. **TIME REQUIREMENTS:** Writer's services shall be rendered pursuant to the following time requirements:

(a) **REWRITE:** The Delivery Period for the rewrite is 8 weeks, provided it shall be delivered no later than January 8th, 2007. The Reading Period for the rewrite is two (2) weeks.

(b) **POLISH:** The Delivery Period for the polish of the screenplay is 2 weeks, provided the Polish shall be delivered no later than February 5th, 2007 if Production Company delivers notes to Writer on or before the expiration of the Reading Period for the Rewrite.

5. **DELIVERY TIME OF THE ESSENCE:**

(a) **Effective Delivery:** Delivery of Product Form to any person other than Jeremy Wall, shall not constitute delivery of such Product Form as required by this Agreement.

(b) **Time of the Essence:** Writer shall write and deliver each Product Form for which Writer is engaged as soon as reasonably possible after commencement of Writer's services thereon, but not later than the date upon which the applicable Delivery Period expires. Time of delivery is of the essence.

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6. COMPENSATION:

(a) Fixed Compensation: Production Company shall pay Writer as set forth below for Writer's services and all rights granted by Writer:

1. For Rewrite of Screenplay: \$20,000 payable upon commencement.

2. For Polish of Screenplay: \$10,000, payable half upon commencement, half upon delivery.

(b) Contingent Compensation: Subject to the production and release of the Picture and subject to Writer not being in material default of his obligations hereunder, in addition to the Fixed Compensation set forth above, Writer shall be entitled to be paid the following:

(i) Sole Screenplay Credit: If the Writer receives sole screenplay credit pursuant to final WGA credit determination for the Picture, Writer shall be entitled to receive as Contingent Compensation an amount equal to 3% of 100% of the "Net Profits" (as defined below) of the Picture.

(ii) Shared Screenplay Credit: If the Writer receives shared screenplay credit pursuant to final WGA credit determination for the Picture, Writer shall be entitled to receive as Contingent Compensation an amount equal to 3% of 100% of the Net Profits of the Picture.

(c) For purposes of this Agreement, "Net Profits" shall be defined as all sums received by or credited to Production Company in connection with exploitation of the Picture and/or any elements thereof or rights therein (including ancillary and subsidiary rights), less the following: (i) the all-in actual out of pocket cost of delivery and production of the Picture (as reflected in the final budget approved by the bond company), (ii) actual interest paid on any financing obtained for production of the Picture, and (iii) 1% of the cost of production of the Picture in (i), above, as an overhead charge payable to Production Company; provided that Writer's definition shall be no less favorable than any other Net Profit participant.

(d) Additional payments to Writer for Sequel; Right of First Negotiation: If Writer receives sole credit only, and subject to the production and release of the Picture and the performance of all obligations of Writer hereunder, then for each Sequel Theatrical Motion Picture or Sequel television program (in the case of a series, the pilot episode or first episode if no pilot only) based on the Picture which is developed, Writer shall have a right of first negotiation for the writing of the screenplay of the Sequel. For purposes hereof, "Sequel" includes a sequel, prequel or remake. If the writer is not hired for the writing of the Sequel then the Writer shall be entitled to be paid an amount equal to fifty percent of one hundred percent (50% of 100%) of the sum paid to Writer as

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Compensation pursuant to Clause 6(a) and 6(b) supra. Production Company shall work in good faith with Writer's schedule and previous commitments. In connection with a television program based upon the Picture, in the event Writer is not engaged to write the program, then passive payments in accordance with customary industry standards will be negotiated in good faith.

#### 7. CONDITIONS AFFECTING OR RELATED TO COMPENSATION:

(a) Method of Payment: All compensation which shall become due to Writer hereunder shall be sent to Writer at the address provided in Clause 26. Such address may be changed to such other address as Writer may hereafter notify Production Company in accordance with Clause 26.

(b) Performance: Production Company's obligation to pay compensation or otherwise perform hereunder shall be conditioned upon Writer not being in material default of his obligations under the Agreement. No compensation shall accrue to Writer during Writer's inability, failure or refusal to perform, according to the terms and conditions of this Agreement, the services contracted for herein, nor shall compensation accrue during any period of Force Majeure, Suspension or upon Termination except as otherwise herein provided.

(c) Overpayment/Offset: If Production Company makes any overpayment to Writer hereunder for any reason or if Writer is indebted to Production Company for any reason, Writer shall pay Production Company such overpayment or indebtedness on demand, or at the election of Production Company may deduct and retain for its own account an amount equal to all or any part of such overpayment or indebtedness from any sums that may be due or become due or payable by Production Company to Writer or for the account of Writer and such deduction or retention shall not be deemed a breach of this Agreement.

(d) Pay or Play: Production Company shall not be obligated to use Writer's services for the Picture, nor shall Production Company be obligated to produce, release, distribute, advertise, exploit or otherwise make use of the results and proceeds of Writer's services if such services are used. Production Company may elect to terminate Writer's services at any time without legal justification or excuse provided that the Fixed Compensation and the Contingent Compensation provided in Clause 6 which shall have been earned and accrued prior to such termination shall be paid to Writer. In the event of such termination, all other rights of Writer herein shall be terminated except such rights as may have accrued to Writer in accordance with the terms of Clauses 21 (relating to Guilds and Unions), 21 (relating to Credits) and 6(b)&(c) (relating to Contingent Compensation), 22 (relating to Insurance) and 10 (relating to representations and warranties and indemnity).

8. PERFORMANCE STANDARDS: Writer's services hereunder shall be rendered promptly in a diligent, conscientious, artistic and efficient manner to Writer's best ability. Writer shall devote all of Writer's time and shall render Writer's services exclusively (during writing periods only) to Production Company in performing the writing services

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contemplated hereunder, and shall not render services for any other party during the period of Writer's engagement. Writer's services shall be rendered in such manner as Production Company may direct pursuant to the instructions, suggestions and ideas of and under the control of and at the times and places required by Production Company's authorized representatives. Writer shall, as and when requested by Production Company, consult with Production Company's daily authorized representatives and shall be available for conferences in person or by telephone with such representatives for such purposes at such times during Writer's engagement as may be required by such representatives.

#### 9. RESULTS AND PROCEEDS OF SERVICES:

(a) Ownership: Production Company shall solely and exclusively own, the Product, each Product Form and all of the results and proceeds thereof, in whatever stage of completion as may exist from time to time (including but not limited to all rights of whatever kind and character, throughout the world, in perpetuity, in any and all languages of copyright, trademark, patent, production, manufacture, recordation, reproduction, transcription, performance, broadcast and exhibition by any art, method or device, now known or hereafter devised, including without limitation radio broadcast, theatrical and non-theatrical exhibition, and television exhibition or otherwise) whether such results and proceeds consist of literary, dramatic, musical, motion picture, mechanical or any other form or works, themes, ideas, compositions, creations or products. Production Company's acquisition hereunder shall also include all rights generally known in the field of literary and musical endeavor as the "moral rights of authors" in and/or to the Product, each Product Form, and any musical and literary proceeds of Writer's services. Production Company shall have the right but not the obligation, with respect to the Product, each Product Form, the results and proceeds thereof, to add to, subtract from, change, arrange, revise, adapt, rearrange, make variations, and to translate the same into any and all languages, change the sequence, change the characters and the descriptions thereof contained therein, change the title of the same, record and photograph the same with or without sound (including spoken words, dialogue and music synchronously recorded), use said title or any of its components in connection with works or motion pictures wholly or partially independent thereof, to sell, copy and publish the same as Production Company may desire and to use all or any part thereof in new versions, adaptations and sequels in any and all languages and to obtain copyright therein throughout the world. Writer hereby expressly waives any and all rights which Writer may have, either in law, in equity, or otherwise, which Writer may have or claim to have as a result of any alleged infringements of Writer's so-called "moral rights of authors." Writer acknowledges that the results and proceeds of Writer's services are works specially ordered by Production Company for use as part of a motion picture and the results and proceeds of Writer's services shall be considered to be works made for hire for Production Company, and, therefore, Production Company shall be the author and copyright owner of the results and proceeds of Writer's services.

(b) Assignment and Vesting of Rights: All rights granted or agreed to be granted to Production Company hereunder shall vest in Production Company immediately and shall

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remain vested whether this Agreement expires in normal course or is terminated for any cause or reason, or whether Writer executes the Certificate of Authorship required infra. All material created, composed, submitted, added or interpolated by Writer hereunder shall automatically become Production Company's property, and Production Company, for this purpose, shall be deemed author thereof with Writer acting entirely as Production Company's employee. Writer does hereby assign and transfer to Production Company all of the foregoing without reservation, condition or limitation, and no right of any kind, nature or description is reserved by Writer. The said assignment and transfer to Production Company by Writer are subject to the limitations contained in the current Writer's Guild of America Theatrical and Television Film Basic Agreement ("WGA BA").

(c) Execution of Other Documents:

(i) Certificate of Authorship: Writer further agrees, if Production Company requests Writer to do so, to execute and deliver to Production Company, in connection with all material written by writer hereunder, a Certificate of Authorship in substantially the following form:

I hereby certify that I rendered writing services in connection with the screenplay entitled The Objective, as an employee of Objective LLC pursuant to an employment Agreement between myself and Objective LLC dated October 30th, 2006, in performance of my duties thereunder and in the regular course of my employment, and that Production Company is the author thereof as a "work made for hire" and entitled to the copyright therein and thereto, with the right to make such changes therein and such uses thereof as it may from time to time determine as such author.

IN WITNESS WHEREOF, I have hereto set my hand on this \_\_\_\_\_ (date).

If Production Company desires to secure separate assignments or Certificates of Authorship of or for any of the foregoing, Writer agrees to execute such certificate upon Production Company's reasonable request therefor. If Writer fails to so executed any such document within 5 business days of receipt of such document from Production Company, Writer irrevocably grant(s) Production Company the power coupled with an interest to execute such separate assignments or Certificates of Authorship in Writer's name and as Writer's attorney-in-fact. Production Company shall provide Writer with a copy of any document so executed as Writer's attorney-in-fact.

(ii) Writer recognizes that the provisions in Clause 9(c)(iii) dealing with any other documents to be signed by Writer are not to be construed in derogation of Production Company's rights arising from the employer-employee relationship but are included because in certain jurisdictions and in special circumstances the

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rights in and to the material which flow from the employer-employee relationship may not be sufficient in and of themselves to vest ownership in Production Company.

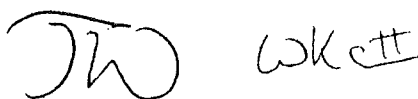
(iii) If Production Company desires to secure further documents covering, quitclaiming or assigning all or any of the results and proceeds of Writer's services; or all or any rights in and to the same, then Writer agrees to execute and deliver to Production Company any such documents at any time and from time to time upon Production Company's reasonable request, and in such form as may be prescribed by Production Company; without limiting the generality of the foregoing Writer agrees to execute and deliver to Production Company upon Production Company's request therefor an assignment of all rights, it being agreed that all of the representations, warranties and agreements made and to be made by Writer under this Exhibit shall be deemed made by Writer as part of this agreement. If Writer shall fail or refuse to execute and deliver the certificate above described and/or any such documents within ten business days of a written request, the Writer hereby irrevocably grants Production Company the power coupled with an interest to execute this certificate and/or documents in Writer's name and as Writer's attorney-in-fact. Writer's failure to execute this certificate and/or documents shall not affect or limit any of Production Company's rights in and to the results and proceeds of Writer's services. Production Company shall provide Writer with a copy of any document so executed as Writer's attorney-in-fact.

(iv) Separation of Rights: Since Writer has been assigned material, he is not expected to be entitled to separation of rights under the WGA BA. Notwithstanding anything to the contrary contained herein, subject to any limitations in the WGA BA, Production Company shall have the right to publish and copyright, or cause to be published and copyrighted, screenplays, teleplays and scripts adapted from or based upon the Product and the novelization of screenplays, teleplays and scripts adapted from or based upon the Product or any Product Form created hereunder.

10. WRITER'S WARRANTIES: Subject to Article 28 of the WGA basic agreement  
Writer warrants:

(a) that, except for material supplied to Writer by Production Company and/or any material in the public domain, all material composed and/or submitted by Writer for or to Production Company shall be wholly original with Writer and, to the best of Writer's knowledge, shall not infringe upon or violate the right of privacy of, nor constitute a libel or slander against, nor violate any common law rights or any other rights of any person, firm or corporation. The said agreements and warranties on Writer's part are subject to the limitations contained in the WGA BA.

(b) Further Warranties: Writer hereby warrants that Writer is under no obligation or disability, created by law or otherwise, which would in any manner or to any extent

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materially prevent or restrict Writer from entering into and fully performing this Agreement, and Writer hereby accepts the obligations hereunder. Writer warrants that Writer has not entered into any agreement or commitment that would prevent Writer fulfilling Writer's commitments to Production Company hereunder and that Writer will not enter into any such agreement or commitment without Production Company's specific approval.

(c) Indemnification: Subject to Article 28 of the WGA BA, Writer agrees to indemnify Production Company, its successors, assigns, licensees, officers, directors and employees, and hold them harmless from and against any and all claims, liability, losses, damages, costs, expenses (including but not limited to reasonable outside attorneys' fees), judgments and penalties arising out of Writer's breach of warranties under this Agreement. Production Company agrees to defend and indemnify Writer, its successors, assigns, licensees, and employees, and hold them harmless from and against any and all claims, liability, losses, damages, costs, expenses (including but not limited to reasonable outside attorneys' fees), judgments and penalties arising out of any claim or suit against Writer arising from Writer's employment under this agreement or from the development, production, distribution or exploitation of the Picture or any element thereof or right therein, which claim or suit is not based on Writer's breach of his warranties under this Agreement.

11. NAME AND LIKENESS: Production Company shall always have the right to use and display Writer's name and likeness for advertising, publicizing and exploiting the Picture. However, such advertising may not include the direct endorsement of any product (other than the Picture) without Writer's prior written consent. Exhibition, advertising, publicizing or exploiting the Picture by any media, even through a part of or in connection with a product or a commercially-sponsored program, shall not be deemed an endorsement of any nature. Notwithstanding the foregoing, Production Company shall not have the right to use Writer's name, voice or likeness in connection with merchandise or commercial tie-ins of any kind, except for use of Writer's name as part of a billing block, without Writer's prior written consent in each instance.

12. PUBLICITY RESTRICTIONS: Writer shall not or by any means of press agents or publicity or advertising agencies or others, employed or paid by Writer or otherwise, circulate, publish or otherwise disseminate any news stories or articles, books or other publicity, containing Writer's name relating directly or indirectly to Writer's employment by Production Company, the subject matter of this Agreement, the Picture, or the services to be rendered by Writer or others for the Picture, unless first approved by Production Company. Notwithstanding the foregoing, Writer shall be entitled to make incidental non-derogatory reference to the Picture and Writer's employment hereunder in connection with Writer's personal publicity.

### 13. REMEDIES:

(a) Remedies Cumulative: All remedies of Production Company or Writer shall be cumulative, and no one such remedy shall be exclusive of any other. Without waiving

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any rights or remedies under this Agreement or otherwise, Production Company may from time to time recover, by action, any damages arising out of any breach of this Agreement by Writer and may institute and maintain subsequent actions for additional damages which may arise from the same or other breaches. The commencement or maintaining of any such action or actions by Production Company shall not constitute or result in the termination of Writer's engagement hereunder unless Production Company shall expressly so elect by written notice to Writer. The pursuit by Production Company or Writer of any remedy under this Agreement or otherwise shall not be deemed to waive any other or different remedy which may be available under this Agreement or otherwise.

(b) Services Unique: Writer acknowledges that Writer's services to be furnished hereunder and the rights herein granted are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, and that Writer's Default will cause Production Company irreparable injury and damage. Writer agrees that Production Company shall be entitled to seek injunctive and other equitable relief to prevent default by Writer. In addition to such equitable relief, Production Company shall be entitled to such other remedies as may be available at law, including damages.

#### 14. FORCE MAJEURE:

(a) Suspension: If, (i) by reason of fire, earthquake, labor dispute or strike, act of God or public enemy, any municipal ordinance, any state or federal law, governmental order or regulation, or other cause beyond Production Company's control, Production Company is prevented from or hampered in the production of the Picture, or if, (ii) by reason of the closing of substantially all the theatres in the United States for any of the aforesaid or other causes which would excuse Production Company's performance as a matter of law, Production Company's production of the Picture is postponed or suspended, or if, (iii) by reason of any of the aforesaid contingencies or any other cause or occurrence not within Production Company's control, including but not limited to the death, illness or incapacity of any principal member of the cast of the Picture or the director or individual producer, the preparation, commencement, production or completion of the Picture is hampered, interrupted or interfered with, and/or if, (iv) Production Company's normal business operations are hampered or otherwise interfered with by virtue of any disruptive events which are beyond Production Company's control ("Production Company Disability"), then Production Company may postpone the commencement of or suspend the rendition of Writer's services and the running of time hereunder for such time as the Production Company Disability continues; and no compensation shall accrue or become payable to Writer hereunder during such suspension. Such suspension shall end upon the cessation of the cause thereof.

#### (b) Termination:

(i) Production Company Termination Right: If a Production Company Disability continues for a period of eight (8) weeks, Production Company or Writer may terminate this Agreement upon written notice to Writer.

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(ii) **Writer's Termination Right:** If a Production Company Disability results in the payment of compensation being suspended hereunder for a period exceeding eight (8) weeks, Writer may terminate this Agreement upon written notice to Production Company.

(iii) **Production Company Re-Establishment Right:** Despite Writer's election to terminate this Agreement, within five (5) business days after Production Company's actual receipt of such written notice from Writer, Production Company may elect to re-establish the operation of this Agreement by so notifying Writer in writing, and recommencing any payment due in accordance with the schedule herein.

(c) Notwithstanding the foregoing, Production Company shall not terminate Writer's services due to an event of Force Majeure unless the services of substantially all other similarly situated above-the-line personnel have also been terminated (including the director). In addition, if within twelve (12) months after such Force Majeure termination Production Company resumes production of the Picture with substantially the same above-the-line elements and if Writer is available as, when and where reasonably required upon Production Company's reasonable advance notice to Writer, Production Company shall offer Writer the first opportunity to provide the services of Writer pursuant to the remaining terms and conditions of this Agreement. Further, if Production Company terminates a suspension predicated on an event of Force Majeure and resumes payment to Writer hereunder, Production Company shall have no right to suspend Writer's services hereunder again for the same event of Force Majeure.

15. **WRITER'S INCAPACITY:** If, by reason of mental or physical disability, Writer shall be incapacitated from performing or complying with any of the terms or conditions hereof ("Writer's Incapacity") for a consecutive period exceeding fifteen (15) days during the performance of Writer's services, then:

(a) **Suspension:** Production Company may suspend the rendition of services by Writer and the running of time hereunder so long as Writer's Incapacity shall continue.

(b) **Termination:** Production Company may terminate this Agreement and all of Production Company's obligations and liabilities hereunder upon written notice to Writer.

(c) **Right of Examination:** If any claim of mental or physical disability is made by Writer or on Writer's behalf, the Production Company may have Writer examined by such physicians as Production Company may designate. Writer's physician may be present at such examination, and shall not unreasonably interfere therewith. Any tests performed on Writer shall be related to and be customary for the treatment, diagnosis or examination to be performed in connection with Writer's claim.

16. **WRITER DEFAULT:** If Writer fails or refuses to write, complete and deliver to Production Company the Product Form provided for herein within the respective periods specified or if Writer otherwise fails or refuses to perform or comply with any of the

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terms or conditions hereof (other than by reason of Force Majeure or Writer's Incapacity) ("Writer's Default"), then:

- (a) Suspension: Production Company may suspend the rendition of services by Writer and the running of time hereunder as long as the Writer Default shall continue,
- (b) Termination: Production Company may terminate this Agreement and all of Production Company's obligations and liabilities hereunder upon written notice to Writer.
- (c) Writer Default shall not include any failure or refusal of Writer to perform or comply with the material terms of this Agreement by reason of a breach or action by Production Company which makes the performance by Writer of his services impossible.
- (d) Prior to termination of this Agreement by Production Company based upon Writer Default, Production Company shall notify Writer specifying the nature of the Writer Default and Writer shall have a period of 72 hours after giving of such notice to cure the Writer Default. If the Writer Default is not cured within said period, Production Company may terminate this Agreement forthwith.

17. EFFECT OF TERMINATION: Termination of this Agreement, whether by lapse of time, mutual consent, operation of law, exercise of right of termination or otherwise shall:

- (a) Compensation: Terminate Production Company's obligation to pay Writer any further compensation. Nevertheless, if the termination is not for Writer Default, Production Company shall pay Writer any compensation due and unpaid prior to termination (including any guaranteed sums and any contingent compensation that may later accrue and be due Writer);
- (b) Refund/Delivery: If termination occurs pursuant to Clauses 14, 15, or 16, prior to Writer's delivery to Production Company of the Product Form on which Writer is then currently working, then Writer (or in the event of Writer's death, Writer's estate) shall, as Production Company requests, deliver to Production Company all of the Product then completed or in progress, in whatever stage of completion it may be.
- (c) For purposes of clarification, for any termination for other than Writer Default, Production Company's obligations hereunder in connection with credit, insurance and defense and indemnity shall survive such termination.

18. EFFECT OF SUSPENSION: No compensation shall accrue to Writer during any suspension. During any period of suspension hereunder, Writer shall not render services for any party other than Production Company. However, Writer shall have the right to render services to third parties during any period of suspension based upon a Production Company Disability subject, however, to Production Company's right to require Writer to resume the rendition of services hereunder upon three (3) days' prior notice. Production Company shall have the right (exercisable at any time) to extend the period of services of Writer hereunder for a period equal to the period of such suspension. If Production

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Company shall have paid compensation to Writer during any period of Writer's Incapacity or Writer Default, then Production Company shall have the right (exercisable at any time) to require Writer to render services hereunder without compensation for a period equal to that period of Writer's Incapacity or Default.

19. WRITER'S RIGHT TO CURE: Any Writer's Incapacity or Writer Default shall be deemed to continue until Production Company's receipt of written notice from Writer specifying that Writer is ready, willing and able to perform the services required hereunder; provided that any such notice from Writer to Production Company shall not preclude Production Company from exercising any rights or remedies Production Company may have hereunder or at law or in equity by reason of Writer's Incapacity or Writer Default.

#### 20. GUILDS AND UNIONS:

(a) Membership: During Writer's engagement hereunder, as Production Company may lawfully require, Writer at Writer's sole cost and expense (and at Production Company's request) shall remain or become and remain a member in good standing of the then properly designated labor organization or organizations (as defined and determined under the then applicable law) representing persons performing services of the type and character required to be performed by Writer hereunder. Production Company represents and warrants that it is currently signatory to the applicable WGA BA covering Writer's services hereunder.

(b) Superseding Effect of Guild Arrangements: Nothing contained in this Agreement shall be construed so as to require the violation of the applicable WGA BA, which by its terms is controlling with respect to this Agreement; and whenever there is any conflict between any provision of this Agreement and any such WGA BA, the latter shall prevail. In such event the provisions of this Agreement shall be curtailed and limited only to the extent necessary to permit compliance with such WGA BA.

#### 21. CREDITS:

(a) Billing: Production Company agrees that credits shall be determined and accorded pursuant to the provisions of the WGA BA.

(b) Inadvertent Non-Compliance: Subject to the foregoing provisions, Production Company shall determine, in Production Company's discretion, the manner of presenting such credits. No casual or inadvertent failure to comply with the provisions of this clause, nor any failure of any other person, firm or corporation to comply with its agreements with Production Company relating to such credits, shall constitute a breach by Production Company of Production Company's obligations under this clause. Writer hereby agrees that if through inadvertence Production Company breaches its obligations pursuant to this Paragraph, the damages (if any) caused Writer by Production Company are not irreparable or sufficient to entitle Writer to injunctive or other equitable relief. Consequently, Writer's rights and remedies in such event shall be limited to Writer's

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rights, if any, to recover damages in an action at law, and Writer shall not be entitled to rescind this Agreement or any of the rights granted to Production Company hereunder, or to enjoin or restrain the distribution or exhibition of the Picture or any other rights granted to Production Company. Production Company agrees upon receipt of notice from Writer of Production Company's failure to comply with the provisions of this Paragraph, to take such steps as are reasonably practicable to cure such failure on future prints and advertisements. In addition, Production Company shall advise all direct third party licensees of its credit obligations hereunder.

## 22. INSURANCE:

(a) Production Company may at Production Company's discretion secure life, health, accident, cast or other insurance covering Writer, the cost of which shall be included as a direct charge of the Picture. Such insurance shall be for Production Company's sole benefit and Production Company shall be the beneficiary thereof, and Writer shall have no interest in the proceeds thereof. Writer shall assist in procuring such insurance by submitting to required examinations and tests and by preparing, signing and delivering such reasonable and customary applications and other documents as may be reasonably required. Writer's physician may be present at any such examination, and shall not unreasonably interfere therewith. Writer shall, to the best of Writer's ability, observe all terms and conditions of such insurance of which Production Company notifies Writer as necessary for continuing such insurance in effect.

(b) Writer (including Hooah Productions, Inc.) shall be covered on Production Company's errors and omissions insurance policy for the Picture, subject to the restrictions, limitations, terms and exclusions of said policy. In addition, Writer (including Hooah Productions, Inc.) shall, as and to the extent Writer is an employee of Production Company, be covered on Production Company's general liability insurance policy for the Picture in connection with Writer's services under this Agreement and/or the Picture, subject to the restrictions, limitations, terms and exclusions of said policy. The foregoing shall not be construed so as to limit or otherwise affect any obligation, representation, warranty or agreement of Writer.

23. EMPLOYMENT OF OTHERS: Writer agrees not to employ any person to serve in any capacity, nor contract for the purchase or renting of any article or material, nor make any agreement committing Production Company to pay any sum of money for any reason whatsoever in connection with the Picture or services to be rendered by Writer hereunder, or otherwise, without written approval first being had and obtained from Production Company.

## 24. ASSIGNMENT AND LENDING:

(a) Assignability: This Agreement is non-assignable by Writer. Production Company and any subsequent assignee may freely assign this Agreement and grant its rights hereunder, in whole or in part to any person, firm, or corporation provided that such party assumes

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and agrees in writing to keep and perform all of the executory obligations of Production Company hereunder.

Upon such assumption, Production Company is hereby released from all further obligations to Writer hereunder if the assignee or borrower is a so-called major motion picture company, or mini-major. If the assignee is not a so-called major or mini-major motion picture company, Production Company shall remain secondarily liable under this agreement.

(b) Right to Lend to Others: Writer understands and acknowledges that the actual production entity of a motion picture to be made from the Product may be a party other than Production Company. In such event, Writer's services shall be rendered hereunder for the actual production entity but without releasing Production Company from its obligations hereunder.

#### 25. NOTICES:

(a) Writer's Address: All notices from Production Company to Writer, in connection with this Agreement, may be given in writing by addressing the same to Writer care of Colden McKuin & Frankel, LLP, 141 El Camino Drive, First Floor, Beverly Hills, CA 90212, Attention: Jeff Frankel. Production Company may deliver such notice to Writer personally, either orally or in writing. If such notice is sent by mail, the date 3 days after mailing shall be deemed to be the date of service of such notice.

(b) Writing Requirement: Any oral notice given in respect to any right of termination, suspension or extension under this Agreement shall be confirmed in writing. If any notice is delivered to Writer personally, a copy of such notice shall be sent to Writer at the above address.

(c) Producer's Address: All notices from Writer to Production Company hereunder shall be given in writing addressed to Production Company as follows: Objective LLC, 1726 Whitley Avenue, Los Angeles, CA 90028 and by depositing the same, so addressed, postage prepaid, in the mail. A courtesy copy shall be given to Jennifer Hughes, Funsten & Franzen, 9595 Wilshire Blvd., Suite 305, Beverly Hills, CA 90212. Unless otherwise expressly provided, the date of mailing shall be deemed to be the date of service of such notice.

26. TRANSPORTATION AND EXPENSES: When Writer's services are required by Production Company to be rendered hereunder at a place more than fifty (50) miles from Writer's domicile, Production Company shall furnish Writer first class transportation to and from such places and \$60 per diem and first class accommodations while Writer is on location to render Writer's services.

27. GOVERNING LAW: This Agreement shall be construed in accordance with the laws of the State of California applicable to agreements which are executed and fully performed within said State.

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28. CAPTIONS: The captions used in connection with the clauses and subclauses of this Agreement are inserted only for the purpose of reference. Such captions shall not be deemed to govern, limit, modify, or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof; nor shall such captions otherwise be given any legal effect.

29. intentionally deleted

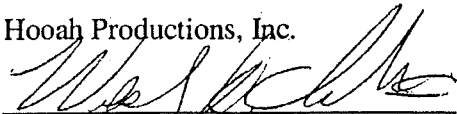
30. ILLEGALITY: Nothing contained herein shall require the commission of any act or the payment of any compensation which is contrary to an express provision of law or contrary to the policy of express law. If there shall exist any conflict between any provision contained herein and any such law or policy, the latter shall prevail; and the provision or provisions herein affected shall be curtailed, limited or eliminated to the extent (but only to the extent) necessary to remove such conflict; and as so modified the remaining provisions of this Agreement shall continue in full force and effect.

31. EMPLOYMENT ELIGIBILITY: All of Production Company's obligations herein are expressly conditioned upon Writer's completion, to Production Company's satisfaction, of the I-9 form (Employee Eligibility Verification Form), and upon Writer's submission to Production Company of original documents satisfactory to demonstrate to Production Company Writer's employment eligibility.

33. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties and all previous agreements, warranties and representations, if any, are merged herein.

By signing in the spaces provided below, Writer and Production Company accept and agree to all of the terms and conditions of this Agreement.

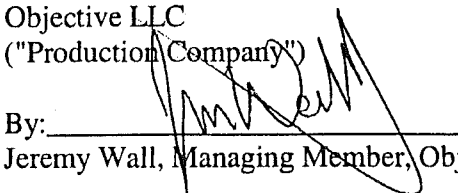
Hooah Productions, Inc.



Date: 21 Dec 06

By: Wesley Clark, President

Objective LLC  
("Production Company")



Date: 21 DEC 06

By: Jeremy Wall, Managing Member, Objective LLC