

Writer-Director Employment Agreement

Agreement dated as of February 1, 2006 between **Gear Head Pictures, Inc.**, located at 235 E. Colorado Blvd., #644, Pasadena, CA 91101 ("**Lender**") f/s/o **Daniel Myrick** ("**Artist**") and **JAZ Films, LLC**, located at 1726 Whitley Avenue, Los Angeles CA 90028, (t) 323-962-7704, (f) 323-962-6722 ("**Production Company**") for writing and directing services in connection with the motion picture project presently entitled "The Objective" (the "**Picture**"). Production Company shall assign this agreement to The Objective LLC but where controls are split between Production Company and Artist, split shall mean split between Artist on the one hand, and producers Jeremy Wall and Zev Guber, on the other hand. This agreement is made pursuant to the terms of that certain option agreement between the parties dated January 17, 2006 (the "Option Agreement").

1. **Engagement.** Production Company agrees to borrow from Lender and Lender agrees to lend to Production Company, upon the terms and conditions herein specified, the writing and directing services of Artist in connection with the Picture. Lender hereby represents and warrants that it is a corporation organized and existing under and by virtue of the laws of the State of Florida and qualified to do business in California, that Lender has entered into a written contract with Artist which is now in full force and effect and pursuant to which Lender has the full right and authority to lend to Production Company the services of Artist upon the terms and conditions herein specified.

2. **Services:** Production Company hereby engages Lender to lend to Production Company the services of Artist, subject to all the terms and conditions of this Agreement, to supervise development of the Picture and render services as the writer and director of the Picture. Commencing on the date hereof, Artist shall render all services as are required by Production Company hereunder and all services as are customarily rendered by writers and directors of first-class feature-length theatrical motion pictures in the motion picture industry, as when and where reasonably required by Production Company. Artist shall render such services in good faith to the full extent of Artist's talents and abilities for and as directed by Production Company. Artist shall be available for and shall participate in story conferences and meetings with Production Company and such other parties as Production Company may designate, as and when reasonably designated by Production Company, including but not limited to services in connection with the development, pre-production, production and post-production of the Picture, as follows:

- 2.1 The scheduled start date of principal photography is March 31st, 2007.
- 2.2 **Pre-Production:** Artist's exclusive services for the Picture shall commence 6 weeks prior to the start of principal photography. Wes Clark has delivered a re-write on January 6th 2007. Artist has supplied detailed notes within one week and Wes Clark shall then polish script for one week for delivery January 26th. Artist shall then polish script with consultation of Production Company. Artist shall be available and undertake a location search on or about February 14th. Production Company and Artist shall have mutual approval of locations, subject to budget considerations.
- 2.2 **Principal Photography:** Artist shall render exclusive services from the commencement of principal photography until completion of the three weeks scheduled period of principal photography. Artist shall have a shared office and assistant and a cell phone, all on a basis not less favorable than producers Jeremy Wall and Zev Guber.
- 2.3 **Post-Production:** Artist's post-production services shall be rendered on a non-exclusive first priority basis in order to work during the 16 week post-production period with the editor until completion of the final corrected answer print.
- 2.4 In connection with post-production, Lender hereby warrants and agrees that Artist will cooperate with the picture editor and other post-production personnel so that the assemblage of sequences and other elements of post-production shall be conducted in conformance with the schedule described herein.
- 2.5 **Post-Production Schedule:** Lender agrees that the post-production schedule, which is pre-

approved by Lender and Production Company, shall be followed by Artist (see appendix).

- 2.6 Creative Control/Business Controls/Final Cutting Authority: Except as specifically provided for herein in Paragraph 2.8, Artist shall have creative control over all aspects of the Picture, including, without limitation, final cut of the Picture and all versions thereof. Accordingly, Dan Myrick is designated as the person with final cutting authority over the Picture. Artist and Production Company shall have mutual approval over the business aspects of the Picture.
- 2.7 Dailies: Production Company shall have the right to view the dailies during the production of the Picture, the rough cut and all subsequent cuts of the Picture, and shall have full access to any edit suites at any time within reasonable business hours, except that Artist shall have same exclusive period as defined under DGA rules to create a first cut (i.e., where there will be no interference by or access for Production Company). There shall be a minimum of two (2) cuts.
but in any event not less than the period set forth in the approved post-production schedule
- 2.8 Personnel/Screenplay: Artist and Production Company shall mutually select a DP (Stephanie Martins is pre-approved), Editor and Production Designer (if they have Moroccan experience - Frank Bollinger is pre-approved), except that Artist shall have a tie-breaker vote) and mutual controls on all other personnel, provided that the costs involved for engaging such particular individual for a particular position shall not exceed the amount allocated for the position in the budget and the particular individual is ready, willing and able to perform services as and when required by Production Company. Production Company and Artist shall have mutual approval over the screenplay for the Picture, but in the event of disagreement, Artist's decision shall be final.
- 2.9 Additional Post-Production Services: If after the completion of principal photography, Production Company inquires retakes, changes, dubbing, transparencies, added scenes, further photography, trailers, sound track, process shots or other language versions (herein collectively called "Retakes") for the Picture, Artist shall report to Production Company for such Retakes, at such place or places and on such consecutive or non-consecutive days as Production Company may reasonably designate, subject only to Artist's prior contractual commitments. Artist shall not be entitled to additional compensation for any such additional services performed.
- 2.10 Artist shall render reasonable publicity and promotion services in connection with the Picture.
- 2.11 Artist shall have consultation on the initial U.S. marketing and release pattern.
- 2.12 Editing Process. There shall be a minimum of two (2) cuts in the post-production schedule. Artist will consider in good faith notes from Production Company, Arclight and any domestic distributor who may hereafter be selected, provided that such consideration will not derogate from Artist's creative control, including, without limitation, Artist's final cut rights..
- 2.13 Professional Writer. Production Company acknowledges that Artist created the original concept for the Picture used as the basis for a treatment developed by Artist and Mark Patton; that Mark Patton was employed pursuant to a work made for hire agreement by Production Company to work with Artist to develop the concept; that such concept and treatment which will be acquired under the Option Agreement will be the basis for the Screenplay for the Picture and that Dan will be deemed to be a "professional writer" as defined under the WGA Agreement. Dan Myrick shall be responsible for any profit participation of Mark Patton, if any. ✕

Unique Services. Except as specifically provided to the contrary hereinabove, Artist's services shall be rendered exclusively to Production Company until the completion of principal photography of the Picture, it being mutually understood that said services are extraordinary, unique and not replaceable, and that there is no adequate remedy at law for breach of this contract

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final version

*Additionally, Production Company acknowledges and agrees that all of Artist's writing services hereunder shall be rendered pursuant to and shall be subject to the Writers Guild of America Basic Agreement. Such writing services shall be rendered for the minimum scale payments required for low budget films and such compensation (as well as the pension, health and welfare payments required of Production Company in connection therewith) shall be applicable against and offset by the overall compensation to Artist provided for in paragraph 4.1 and 4.2 hereof)

by Artist and that Production Company, in the event of such breach by Artist shall be entitled to seek equitable relief by way of injunction or otherwise to prevent default by Artist.

Production Company hereby engages Lender to lend to Production Company the services of Artist, subject to all the terms and conditions of this Agreement, to supervise development of the Picture and render services as the writer and director of the Picture. Commencing on the date hereof, Artist shall render all services as are required by Production Company hereunder and all services as are customarily rendered by writers and directors of first-class feature-length theatrical motion pictures in the motion picture industry, as when and where reasonably required by Production Company. Artist shall render such services to the full extent of Artist's talents and abilities for and as directed by Production Company. Artist shall be available for and shall participate in story conferences and meetings with Production Company and such other parties as Production Company may designate, as and when reasonably designated by Production Company.

3. Production Company acknowledges that Dan wrote the original outline/treatment for Picture which will be acquired under the Option Agreement, and that such outline/treatment was the basis for the Screenplay for the Picture, and that Dan will be deemed to be a "professional writer" as defined under the WGA Agreement.

4. Compensation: Upon condition that Lender and Artist shall perform all material services required hereunder and that Lender and Artist are not in material default hereunder, Production Company agrees to pay to Lender, as full and complete consideration for Lender's and Artist's services and for all rights transferred by Lender and Artist hereunder, the following compensation:

4.1 Writing Fee: If Artist renders all writing services mutually approved by Lender and Production Company hereunder, then Production Company will pay Lender a writing fee (the "Writing Fee") of Twenty-Five Thousand Dollars (\$25,000) as a writing/development fee (the "Writing Fee") for Artist's services in preparing the shooting script. All sums payable under the Option Agreement dated January 17, 2006 (the "Option Agreement"), shall be applicable against the Writing Fee. The parties acknowledge that Artist has been paid the Writing Fee..

4.2 Directing Fee: If Artist renders all directing services reasonably required by Production Company hereunder, Production Company will pay Lender a directing fee (the "Directing Fee") of Forty Thousand Dollars (\$40,000) payable as follows:

- (i) Ten Percent (10%) upon approval of the Budgeted Negative Cost for production of the Picture;
- (ii) Ten Percent (10%) pro rated weekly over the period of pre-production;
- (iii) Sixty percent (60%) pro rated weekly over the period of principal photography;
- (iv) Ten percent (10%) thereof upon delivery of the director's first cut of the Picture; and
- (v) Ten percent (10%) thereof upon delivery of the HD Master.

Flat Fee Basis: Production Company and Lender hereby mutually acknowledge that the Fixed Compensation as hereinabove specified is a "flat fee" and Lender shall not be entitled to any additional and/or so-called "overage" compensation for any services rendered by Artist during the development, pre-production, production, or post-production phases, or for additional post-production services rendered by Artist.

4.3 If Artist renders all directing services reasonably required by Production Company hereunder Artist shall be entitled to an adjusted gross receipts deal from the U.S. distributor as a gross corridor after equity recoupment. Deal shall be subject to Artist's approval not to be unreasonably withheld and deal shall be within standard industry norms. Revenue payable shall be split 75% to Lender and 25% to Production Company.

4.4 Richard Halpern shall receive a minimum producer credit of Co-Producer. Artist agrees to compensate Richard Halpern for services or fees, if any. Any services provided in connection with the production of the Picture shall be subject to the mutual approval of Artist and Production Company.

4.5 Additional Compensation: In addition to the Fixed and other Compensation payable under paragraphs 4.1 through 4.4 above, subject to the performance of all material obligations of Lender and Artist hereunder, Lender and/or Artist shall be entitled to receive for Artist's services additional compensation as set forth in the final version of the Collection Account Management Agreement and the Operating Agreement for The Objective LLC dated June 23, 2006

4.5. Failure to Perform: No compensation shall accrue or be payable to Artist for any period(s) during which Artist shall fail, refuse, neglect or be unable for any reason to render services as required hereunder. Notwithstanding the foregoing, Production Company acknowledges and agrees that the Writing Fee and 1/3 of the Additional Compensation is irrevocably vested and payable to Lender. The remaining 2/3 of the Additional Compensation shall vest in the same proportion as the Directing Fee accrues to Lender provided Artist is not in willful and knowing breach of his material obligations under this Agreement

4.6. Allocation of Payments: Payments shall be made by check to the order of "Gear Head Pictures, Inc." at the address set forth above. Lender shall be responsible for all tax and other payments, including, without limitation, workmen's compensation insurance and such payroll deductions as may be required by law.

5. Delivery; Length; Rating; Cover Shots: Artist shall deliver the completed Picture to Production Company within a post production schedule mutually approved by Production Company and Artist, which post production schedule shall be in accordance with Production Company's release plans and the budget. Time is of the essence with respect to delivery of the Picture. "Delivery" shall be deemed to have occurred only upon Artist's delivery to Production Company of an answer print which conforms to all of Production Company's standard delivery requirements of which Artist is notified, including, without limitation the following requirements which are of the essence of this Agreement:

5.1. Length: The Picture shall have a running time of not less than ninety-five (95) minutes and not more than one hundred twenty (120) minutes.

5.2. Budget: The Picture shall be produced and delivered in accordance with the budget approved by Production Company and Artist, subject only to such changes in the budget as Production Company has approved in writing. Production Company and Artist have preapproved a budget of \$1,522,000.

5.3. Screenplay Conformity: The Picture shall adhere to the approved shooting script as of the commencement of principal photography of the Picture, and Artist shall not make any changes therein without the prior written approval of Production Company, excepting only minor changes required by the exigencies of production.

5.4. Rating: The Picture shall qualify for an MPAA rating no more restrictive than "R."

5.5. Cover Shots: Provided that the Production Company provides specific instructions and that they are provided for in the budget for the Picture, Artist shall photograph and furnish to Production Company such "cover shots" and alternate scenes and dialogue which can be incorporated into the Picture to render it suitable for television network broadcast. Such cover shots and alternate scenes and dialogue shall be such that same can be integrated into such version of the Picture as are specifically instructed by Production Company and provided that they are covered in the budget and schedule without materially changing or impairing the continuity of the storyline of the Picture.

5.6. Credit Compliance: Artist shall comply with all contractual and applicable union and guild

obligations and Production Company's requirements with respect to screen and advertising credit.

6. Ownership and Rights Granted:

6.1. As between Production Company, on the one hand, and Lender and Artist, on the other hand, the Picture and all materials pertaining thereto or included therein and all rights therein and all of the results and proceeds of Artist's services hereunder, including all copyrights (and renewals and extensions of copyright) and trademarks, and whether such results and proceeds consist of literary, dramatic, or any other form of works, are and shall be for all purposes the sole and exclusive property of Production Company forever, Artist being deemed for such purposes an employee for hire for Production Company within the meaning of the U.S. Copyright Law. Artist hereby irrevocably, forever and throughout the universe assigns and transfers to Production Company all rights of every kind and nature in and to such results and proceeds, including without limitation all rights of any kind and character in and to all materials, appearances or services of any kind which Artist may direct, stage, perform, compose, suggest or produce hereunder. In the event that Production Company shall desire to secure separate assignments with respect to any of the foregoing, Artist agrees to duly execute and deliver the same upon Production Company's request therefore; it being expressly agreed, however, that all rights herein granted or agreed to be granted to Production Company shall vest in Production Company whether or not such separate assignments are requested by Production Company or are executed and delivered. Artist shall not transfer or purport to transfer any right, title or interest in or to any of the rights herein granted to Production Company, nor shall he at any time authorize or willingly permit any person to infringe in any way upon such exclusive rights as are hereby granted to Production Company. Artist hereby authorizes Production Company in its name or otherwise, at Production Company's sole expense, to institute any proper legal proceedings to prevent such infringement or to enforce Production Company's rights or to seek any remedies. All rights granted by Artist to Production Company hereunder are irrevocable and shall vest in Production Company and Production Company's successors and assigns.

6.2. Without limiting the generality of the foregoing, Production Company shall also have the unlimited, universal right to exploit and use the Picture or any part or element thereof in any manner and in any or all media, whether now known or hereafter devised in perpetuity, without any additional obligation to Lender or Artist.

7. Use of Name and Likeness: Lender and Artist hereby grant to Production Company the right, in perpetuity and throughout the universe, to use Artist's name, approved likeness and/or approved biography in connection with the production, exhibition, advertising and other exploitation of the Picture (including, without limitation, documentaries, featurettes, promotional films and so-called "behind-the-scenes" programming and interviews) and all subsidiary and ancillary rights therein, in any and all media, including, but not limited to, recordings (in any configuration) containing any material derived from the Picture, including, without limitation, all or any part of the soundtrack of the Picture, publications, merchandising and commercial tie-ups; provided, however, that in no event shall Artist be depicted as using any product, commodity or service without Lender's and Artist's prior consent. Notwithstanding the foregoing, it is understood and agreed that Production Company's use of Artist's name in a billing block on any item of merchandise or other material shall constitute an acceptable use of Artist's name which shall not require his consent.

8. Credit: If Artist directs the Picture and is not in material breach of the terms of this Agreement, Artist shall be accorded credit as follows:

8.1. On-Screen: Artist shall be accorded on-screen credits on separate cards of the Picture (provided that the production credit may be on a card shared with JAZ Films) in an average size of type no smaller than fifty percent (50%) of the average size of type (at Artist's election as either the last credit in the main titles or the first credit in the end titles) used to display the title of the Picture on-screen and no smaller than any other individual credit. Artist shall be accorded an on-screen and in paid ads "Directed by" credit, "Film By" credit (which "Film By" credit shall be above the title and in a size not smaller than JAZ's production credit), "Story By" credit and a shared "Written By" credit and Gear Head Pictures will be accorded a shared production card on the same card and in the same size as JAZ Films on screen and adjacent to and in the same size as JAZ Films in paid ads, with JAZ

Films in first position.

8.2. Paid Advertising: Artist shall be accorded the foregoing credits in an average size of type no smaller than thirty-five percent (35%) of the average size of type used to display the regular title of the Picture in the billing block and no smaller than any other individual credit of such paid advertising issued by the distributor(s) of the Picture.

8.3. Notwithstanding anything to the contrary in Production Company's exclusions and practices, Artist's "directed by" credit shall be accorded in the billing block portion of so-called "excluded ads" in which any "produced by" credit or "screenplay by" or "written by" credit appears (except for award, nomination or congratulatory ads or similar advertising in which the honorees are the only individuals mentioned) in the billing block portion of such paid advertising.

8.4. Production Company shall contractually require the distributors of the Picture to comply with the credit provisions herein. No breach by a third party distributors of the credit provisions shall be construed as a breach by Production Company; nonetheless, Production Company shall immediately seek to ensure that such breach or error, if any, is promptly remedied.

9. Travel and Expenses: If Production Company requires Artist to render services hereunder at a location more than one hundred (100) miles from wherever Artist maintains a residence (Artist represents and warrants such residence to be in Los Angeles) ("Location") the following shall apply.

9.1. Travel Expenses: Production Company will provide Lender with or reimburse Lender for one (1) round trip transportation to and from such Location if used (by air, if appropriate) for each trip made at Production Company's request on a favored nations basis with producers Jeremy Wall and Zev Guber. Production Company will arrange for all ground transportation to and from airport and to and from hotel and set.

9.2. Living Expenses: Production Company will provide to Artist accommodations, per diems and other perquisites on a favored nations basis with producers Jeremy Wall and Zev Guber.

10. Representations and Warranties: Lender and Artist hereby represent, warrant and agree as follows:

10.1. Lender and Artist are free to enter into this Agreement and to grant the rights herein granted and neither is subject to any obligation or disability which will hinder or prevent the full completion and performance by Lender or Artist of all of the agreements, covenants and conditions to be kept or performed hereunder. Neither Lender nor Artist has made nor will make any grant or assignment which will conflict with or impair the complete enjoyment of the rights and privileges granted or owned by Production Company hereunder. This Agreement is not subject to any claim against Production Company for fees or commissions by any of Artist's agents, personal representatives or any other person or entity.

10.2. All materials directed, staged, created, or submitted or suggested by Artist hereunder shall be wholly original with Artist except as the same may be copied from works or other materials in the public domain or furnished by Production Company to Artist for inclusion in the Picture, and to the best of Artist's knowledge shall not (nor shall the exploitation by Production Company thereof) infringe upon or violate any right of any kind or nature whatsoever of any person or entity.

11. Indemnities: Lender and Artist hereby indemnify Production Company and those claiming under Production Company (including without limitation any distributor or exhibitor), and the officers, directors, shareholders and agents or employees thereof, from and against any liabilities, losses, claims, demands, costs (including without limitation reasonable attorneys' fees and litigation expenses) in connection with any breach of any warranty, representation or agreement of Lender and Artist under this Agreement. Production Company hereby indemnifies Lender and Artist from and against any liabilities, losses, claims, demands, costs (including without limitation reasonable attorneys' fees and litigation expenses) arising from Artist's use pursuant to the Agreement of

any material furnished to Artist by Production Company or any breach of any warranty, representation or agreement of Production Company hereunder or the development, financing, production and/or exploitation of the Picture or any element thereof and/or the allied or ancillary rights relating thereto, except to the extent covered by Artist's indemnity.

12. Force Majeure, Disability or Default:

12.1. Force Majeure: If the development, pre-production or production of the Picture is interrupted or prevented by matters beyond the control of Production Company ("force majeure events"), including (without limitation) the death disability or default of a principal member of the cast; fire, earthquake, flood or other natural disaster; riot, war, governmental order; or labor dispute (or threat thereof) directly affecting the production, Production Company shall have the right, by providing written notice thereof to Lender, to suspend and extend Artist's services and compensation, and any time periods hereunder for the duration of any such force majeure event and the period reasonably required by Production Company thereafter to resume development, pre-production or production of the Picture. If any such suspension shall last longer than eight (8) weeks, either party shall have the right to terminate this Agreement at any time thereafter on written notice to the other; provided, however, that if Artist should serve such notice on Production Company, Production Company may end Artist's suspension within ten (10) days after delivery of such notice and this Agreement shall remain in effect, and in that event Artist's compensation hereunder shall resume (and production shall resume within a reasonable time thereafter) as of the date of Artist's notice to Production Company. If this Agreement is terminated for a force majeure event, neither party shall have any further obligation to the other hereunder beyond the services already rendered and compensation earned and/or vested and Production Company shall retain its sole and exclusive ownership of the results and proceeds of Artist's services hereunder.

12.2. Disability: If Artist is unable to fully perform his services hereunder, whether due to death, disease, incapacity, or otherwise, Production Company shall have the right to suspend and extend Artist's services, compensation, and the running of any time periods hereunder during the occurrence of such inability and for such a period of time thereafter as Production Company reasonably requires to resume the use of Artist's services. If such disability continues for a period of (i) seven (7) consecutive work days, or ten (10) days in the aggregate during principal photography of the Picture, or (ii) fourteen (14) days in the aggregate during all other periods, Production Company shall have the right to terminate this Agreement. If this Agreement is terminated for Artist's disability, neither party shall have any further obligation to the other hereunder beyond services already rendered and compensation earned and/or vested and Production Company shall retain its sole and exclusive ownership of the results and proceeds of Artist's services hereunder.

12.3. Default: Upon any material breach by Lender or Artist of any of the material terms and conditions of this Agreement, Production Company shall have the right to terminate this Agreement by so notifying Lender in writing of such election to terminate and Artist shall have a period of forty-eight (48) hours following receipt of such notice within which to cure such breach, provided that such breach is curable and was not willful and provided further that the foregoing right to cure shall only be available for the first breach by Artist of this Agreement and shall not be deemed a waiver of Production Company's right to recover damages resulting from Artist's breach. In the event Production Company terminates this Agreement pursuant to this Paragraph 12.3, Artist shall be entitled to no further compensation hereunder, except to the extent vested, and Production Company shall retain its sole ownership of the results and proceeds of Artist's services hereunder. The foregoing shall in no way limit any other remedy which Production Company may have against Lender and Artist.

13. Insurance: Production Company shall take out, at Production Company's expense, life, health, accident, cast or other insurance covering Artist, in any amount Production Company deems necessary to protect Production Company's interest hereunder. Lender and Artist shall not have any right, title or interest in or to such insurance. Lender and Artist shall assist Production Company in obtaining such insurance by submitting to usual and customary medical and other examinations and by signing such application, statements and other instruments as may be reasonably required by any insurance Production Company. If Artist fails or is unable to qualify for such insurance at customary rates or with customary deductibles, Production Company shall have the right to terminate

20. DVD Copies: Production Company shall provide Artist with one (1) DVD copy and one (1) soundtrack album of the Picture promptly after such copies become commercially available, if at all. In addition, Production Company shall require the U.S. distributor to provide Artist with one (1) 35mm print of the Picture at no cost to Artist within a reasonable time after release, provided the U.S. distributor creates any 35mm prints.

21. Cross-Default: Any default by Lender and Artist of the Option Agreement between JAZ Films, LLC and Lender in connection with the Picture shall also be deemed a breach of this Agreement.

22. Complete Understanding: This Agreement together with the Collection Management Account Agreement, the Option Agreement and the Operating Agreement for The Objective LLC set forth the complete understanding between Lender and Artist and Production Company with respect to the subject matter hereof, and all other prior agreements have been merged herein, whether written or oral, and may not be modified except by a written instrument executed by all parties hereto. Lender and Artist acknowledge that no representation or promise not expressly contained in this Agreement, the Collection Management Account Agreement, the Option Agreement or the Operating Agreement for The Objective LLC has been made by Production Company or any of its agents, employees or representatives. Nothing in this Agreement shall diminish and/or modify Artist's rights as a member of the Production Company as set forth in the Operating Agreement for The Objective LLC. Artist will have approval of the Collection Agreement, not to be unreasonably withheld.

23. Governing Law: The laws of the State of California applicable to contracts signed and to be fully performed within the State of California shall apply to this Agreement. Any action to enforce the provisions hereof shall be maintained in the jurisdiction and venue of Los Angeles, California.

24. The parties hereto agree that Artist is not a member of the Writer's Guild of America ("WGA") but that the WGA will have jurisdiction with respect to the Picture.

25. Subsequent Productions: Artist shall have the first opportunity to write and direct any remake, prequel, sequel, movie of the week, television pilot, television series, or any other audiovisual work associated with, based upon, or utilizing any characters contained in the screenplay for the Picture (collectively, a "Subsequent Production"), upon terms to be negotiated in good faith for a period of thirty (30) business days following receipt of written notice to Lender with the terms of this agreement as a floor for a theatrical remake, prequel or sequel; provided, however, that Artist's employment in connection with any movie of the week, television pilot, television series, or any other audiovisual work intended primarily for television broadcast shall be subject to network, licensee or other broadcaster approval (which Production Company will endeavor in good faith to obtain). In the event Artist does not write or direct a remake, prequel, sequel, movie of the week, television pilot, television series, or any other audiovisual work associated with, based upon, or utilizing any characters contained in the screenplay for the Picture, Artist shall be entitled to customary passive payments.

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

Lender:
Gear Head Pictures, Inc.

By: 

Its: PRESIDENT

Production Company:
JAZ Films, LLC

By: 

Its: PARTNER

Federal I.D. No. 593735545

Artist: Daniel Myrick

2021