

## CO-PRODUCER EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the March 21, 2007, by and between OBJECTIVE, LLC (hereinafter "Production Company"), and Andrea Balen of Capture Film International LLC at 1726 Whitley Avenue, CA 90028 (hereinafter "Employee").

This Agreement is entered into with reference to the following facts:

- A. Production Company intends to produce a theatrical motion picture (hereinafter the "Picture") based upon that certain screenplay tentatively entitled "The Objective," (hereinafter the "Screenplay") which Picture is intended for initial theatrical exhibition.
- B. Production Company wishes to utilize the professional services of Employee as a Co-Producer and Production Supervisor in connection with the production and delivery of the Picture upon the terms and conditions herein contained.

ACCORDINGLY, IT IS AGREED AS FOLLOWS:

1. **ENGAGEMENT:** Subject to events of force majeure, default, or the disability or death of Employee, Production Company hereby engages the services of Employee, and Employee agrees to render non-exclusive services as a co-producer, in connection with the production of the Picture upon the terms and conditions herein contained both in Los Angeles and Morocco. Subject to Production Company's final approval, Employee shall supervise the testing of persons proposed for the cast, scouting for shooting locations, assembling the crew, the supervision of the photography of the Picture and perform such other services as are reasonably required by Production Company and are usually and customarily performed by producers in the motion picture industry. Employee will report to such place(s) as are reasonably designated by Production Company, and will be available at all times and for such periods of time as are reasonably designated by Production Company
2. **TERM:** The term of this agreement started in April 2006 and shall be completed at the end of principal photography.
3. **COMPENSATION:** In consideration for all of the services to be rendered by Employee hereunder and for all of the rights granted by Employee to Production Company, and on condition that Employee is not in default hereunder, and subject to the terms and conditions specified herein, Production Company agrees to pay Employee, and Employee agrees to accept:

(a) Fixed Compensation: Twenty Two (\$22,000). Said sum to be divided into weekly installments and paid over the course of pre-production and production.

(b) Contingent Compensation: In addition to the Fixed Compensation payable above, subject to the production and release of the Picture and subject to the performance of Employee's obligations hereunder, Employee shall be entitled to receive as Contingent Compensation an amount equal to one-percent of one-hundred percent (1% of 100%) of the Net Profits of the Picture, which funds shall be paid out of Zev Guber's share of profits.

(d) Financing Fee : Andrea Balen shall receive a 3% fee in addition to the above of 3% of \$285K as a finder fee for an investment by Glenn Stewart into The Objective.

4. SERVICES: At all times during the term of Employee's services hereunder, Employee will promptly and faithfully comply with all of Production Company's reasonable instructions, directions, requests, rules and regulations. Employee will perform his services conscientiously and to the full limit of his talents and capabilities when wherever reasonably required or desired by Production Company and in accordance with Production Company's reasonable instructions and directions in all matters, including those involving artistic taste and judgment. Employee will perform such service as Production Company may reasonably require of him, and as customarily and usually rendered by and required of producers employed to produce low-budget theatrical motion pictures in the motion picture industry.

Production Company will provide Employee with a copy of the work print on DVD. Employee agrees not to show this work print to any distributor or sales rep without Production Company's prior written consent, and Employee will not show the work print to anyone else without the prior consent of Production Company.

5. INSURANCE: Employee agrees that Production Company may at any time or times, either in Production Company's name or otherwise, but at Production Company's expense and for Production Company's own benefit, apply for, and take out life, health, accident, and other insurance covering Employee whether independently or together with others in any reasonable amount which Production Company may deem necessary to protect Production Company's interests hereunder. Production Company shall own all rights in and to such insurance and in the cash values and proceeds thereof and Employee shall not have any right, title, or interest therein. Employee agrees to the customary examinations and correctly preparing, signing and delivering such applications and other documents as may be reasonably required.

6. CONTROL: Production Company shall have complete control of the production of the Picture including, but not limited to, all artistic controls and the right to cut, edit, add to, subtract from, arrange, rearrange, and revise the Picture in any manner. Production Company shall not be obligated to make any actual use of Employee's services or to produce or to release or to continue the distribution or release of the Picture once released.

7. RIGHTS: In addition to Employee's services as a producer, Production Company shall be entitled to and shall own all of the results and proceeds thereof throughout the world in perpetuity (including, but not limited to, all rights throughout the world of production, public performance, manufacture, television, recordation, and reproduction by any art or method, whether now known or hereafter devised, copyright, trademark and patent) whether such results and proceeds consist of literary, dramatic, musical, motion picture, mechanical or any other form of works, ideas, themes, compositions, creations, or products and without obligation to pay any fees, royalties or other amounts except those expressly provided for in this Agreement. Specifically, but without in any way limiting the generality of the foregoing, Production Company shall own all rights of every kind and character in and to any and all acts, poses, plays and appearances of any and all kinds which Employee may write, suggest, direct or produce during the term hereof (provided, however, that any assignment will not reduce Production Company's obligations to Employee in regard to compensation and credit). In the event that Production Company shall desire to secure separate assignments of any of the foregoing, Employee agrees to execute them upon Production Company's request therefore. All rights granted or agreed to be granted to Production Company

or reason. Production Company shall have the right to use and authorize others to use the name, voice and likeness of Employee, and any results and proceeds of his services hereunder, to advertise and publicize the Picture including, but not limited to, the right to use the same in the credits of the Picture, in trailers, in commercial tie-ups, and in all other forms and media of advertising and publicity including merchandising, publications, records and commercial advertising and publicity tie-ups derived from or relating to the Picture.

#### 8. REPRESENTATIONS, WARRANTIES & INDEMNITY:

(a) Employee represents and warrants that all material of every kind authored, written, prepared, composed, and/or submitted by Employee hereunder for or to Production Company shall be wholly original with him, and shall not infringe or violate the right of privacy of, or constitute libel against, or violate any copyright, common law right or any other right of any person, firm or corporation. The foregoing warranties shall not apply to any material not authored, written, prepared, composed or submitted by Employee, but shall apply to all material, incidents and characterizations which Employee may add to or incorporate in or cause to be added to or incorporated in such material. Employee further represents and warrants that Employee is free to enter into this Agreement and to render the required services hereunder and that Employee is not subject to any obligations or disability which will or might interfere with Employee's fully complying with this Agreement; that Employee has not made, and will not make any grant or assignment which might interfere with the complete enjoyment of the rights granted to Production Company hereunder; and that Employee will not at any time render any services or do any acts which shall derogate from the value of Employee's services rendered pursuant to this Agreement or which shall interfere with the performance of any of Employee's covenants or obligations pursuant to this Agreement. Employee hereby indemnifies Production Company, its successors, assigns, licensees, officers and employees, and hold it harmless from and against any and all liability, losses, damages and expenses (including attorneys' fees) arising out of (i) the use of any materials furnished by Employee for the Picture, or (ii) any breach by Employee of any warranty or agreement made by Employee hereunder.

(b) Production Company represents and warrants that Production Company has the right to enter into this Agreement, and to render the required obligations hereunder, and that Production Company is not subject to any other obligations or disabilities which will or might interfere with Production Company's fully complying with this Agreement; that Production Company has not made, and will not make any grant or assignment which might interfere with the complete enjoyment of the compensation granted to Employee hereunder; that Production Company has secured all necessary financing to make all payments hereunder, and complete the Picture as budgeted; and that Production Company will not at any time render any services or do any acts which shall derogate from the value of Production Company's obligations pursuant to this Agreement, or which shall interfere with the performance of any of Production Company's covenants or obligations pursuant to this Agreement. Production Company hereby indemnifies Employee and his successors and assigns, and holds them harmless from and against any and all liability, losses, damages, and expenses (including reasonable attorneys' fees) arising out of any breach by Production Company of any warranty or agreement made by Production Company hereunder.

9. CREDIT: The parties agree that the work already performed entitles Co-Producer to all elements of this contract included but not limited to a producing credit on the positive prints and/or tape for the Picture in the main titles thereof, and in all paid advertisements (subject to customary distributor exclusions). Employee's credit shall be in

the main titles in second or third position from last credit in the same size as the largest credit, other than film title or presentation credit (which could include production company name). Nothing herein shall be deemed to restrict Production Company from granting co-producer, associate producer, executive producer or similar producer credits to others. In addition a co-executive producer credit shall be given to Corina Danckwerts and place and position shall be at the discretion of Production Company.

No casual or inadvertent failure to comply with the provisions of this paragraph or failure of any third party to comply with same shall be deemed to be a breach of this Agreement by Production Company. In the event of a failure or omission by Production Company constituting a breach of its credit obligations under this Agreement, Employee's rights shall be limited to the right, if any, to seek damages at law, and Employee shall not have any right in such event to rescind this Agreement or any of the rights granted to Production Company hereunder, or to enjoin the distribution, exhibition, or other exploitation of the Picture or the advertising or publicizing thereof. Production Company shall, however, upon receipt of written notice of any such breach of its credit obligations, cure such breach on a prospective basis on materials to be created in the future.

11. NO RIGHT TO CONTRACT: Employee acknowledges and agrees that he has no right or authority to and will not employ any person to serve in any capacity, nor contract for the purchase or rental of any article or material, nor make any commitment or agreement whereby Production Company shall be required to pay any monies or other consideration or which shall otherwise obligate Production Company, without Production Company's express prior written consent.

12. ASSIGNMENT: Production Company may transfer and assign this Agreement or all or any of its rights hereunder to any person, firm or corporation, but no such assignment or transfer shall relieve Production Company of its executory obligations hereunder. This Agreement shall inure to the benefit of Production Company's successors, licensees and assigns. Employee shall not assign or transfer this Agreement, or any of his rights or obligations hereunder, it being understood that the obligations and duties of Employee are personal to Employee, and any purported assignment shall be void. Employee may, however, assign his right to receive any monies hereunder.

13. LIMITATION OF REMEDY: All rights assigned by this Agreement shall be irrevocable under all or any circumstances and shall not be subject to reversion, rescission, termination or injunction. Employee agrees that he shall not have the right to enjoin the exhibition, distribution or exploitation of any motion picture produced hereunder or to enjoin, rescind or terminate any rights granted to Production Company hereunder. Employee further agrees that Employee's sole remedy in the event of any default by Production Company hereunder, including the failure by Production Company to pay Employee any consideration payable to Employee pursuant hereto, or to accord Employee credit (to the extent that Production Company is obligated to accord Employee such credit) pursuant hereto, shall be an action at law for damages and/or for an accounting (if applicable). At all times, the Production Company shall have all rights and remedies which it has at law or in equity, pursuant hereto or otherwise.

14. NOTICES: All notices or payments which Production Company may be required to give or make to Employee hereunder may be delivered personally or sent by certified or registered mail or telegraph, or by fax to Employee at 1726 Whitley Avenue, Los Angeles, CA 90028.

All notices which Employee may wish to give to Production Company hereunder may be delivered

such notice or payment.

15. SECTION HEADINGS: The headings of paragraphs, sections or other subdivisions of this Agreement are for convenience in reference only. They will not be used in any way to govern, limit, modify, construe or otherwise be given any legal effect.

16. ARBITRATION: This Agreement shall be interpreted in accordance with the laws of the State of California, applicable to agreements executed and to be wholly performed therein. Any controversy or claim arising out of or in relation to this Agreement or the validity, construction or performance of this Agreement, or the breach thereof, shall be resolved by arbitration in accordance with the rules and procedures of AFMA, as said rules may be amended from time to time with rights of discovery if requested by the arbitrator. Such rules and procedures are incorporated and made a part of this Agreement by reference. If AFMA shall refuse to accept jurisdiction of such dispute, then the parties agree to arbitrate such matter before and in accordance with the rules of the American Arbitration Association (AAA) under its jurisdiction in Los Angeles before a single arbitrator familiar with entertainment law. The parties shall have the right to engage in pre-hearing discovery in connection with such arbitration proceedings. The parties agree hereto that they will abide by and perform any award rendered in any arbitration conducted pursuant hereto, that any court having jurisdiction thereof may issue a judgment based upon such award and that the prevailing party in such arbitration and/or confirmation proceeding shall be entitled to recover its reasonable attorneys' fees and expenses. The arbitration will be held in Los Angeles and any award shall be final, binding and non-appealable. The Parties agree to accept service of process in accordance with AFMA or AAA Rules.

17. ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof, and this Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof, and cannot be modified except by written instrument signed by the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and the exclusive venue for resolution of any dispute arising out of, or in connection with this Agreement shall be in Los Angeles, California.

AGREED TO AND ACCEPTED:

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Andrea Balen  "Employee"

AGREED TO AND ACCEPTED:

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OBJECTIVE LLC