

AGREEMENT made

PARTIES

- (1) Kasbah-films Tangier LTD RC: 21981 Kasbah-films Tangier LTD, Rue Ibn Al Banna Nr 10. 90000 Tangier / Morocco ("Kasbah-films Tangier")
- (2) THE OBJECTIVE LLC, a California company organised under the laws of California 1726 Whitley Ave., Los Angeles, CA 90028 ("Company")

RECITALS

- (1) Company owns all rights to produce a full length feature film based on the original screenplay entitled "**The Objective**" written by **Dan Myrick and Wes Clark**
- (2) The Parties enter into this Agreement to set out the terms and conditions that Kasbah-films Tangier will undertake the service-production of the Film.

OPERATIVE PART

1. Definitions

1.1 In this Agreement the following terms shall be defined as set out below:-

"Agreement"	this Agreement together with all of its Schedules;
"Budget"	the budget for the Film to be determined in accordance with the provisions of clause 2.1 below;
"Complete Delivery"	Delivery of all of the Delivery Materials;
"Delivery Date"	on such date to be agreed between the parties, but no later than September 1 st 2007 :
"Delivery Materials"	HD Tapes, DVcam transfers, original sound, props, and any and all film materials
"Film "	a feature length color film in the English language shot on HD Tapes provisionally entitled "The Objective" with a length to be determined;
"Screenplay"	the screenplay entitled "The Objective" written by Dan Myrick and Wes Clark.
"Production Account"	the bank account opened by Company and in its name and under its sole control for the purposes of the production of the Film.
"Rights"	the copyright in the Film and all of its component parts and all rights to exploit and distribute the Film in all media and by all means now known or

2. Budget and Production

- 2.1 Kasbah-films Tangier shall prepare and deliver to Company a mutually approved Budget ("Budget") production schedule ("Production Schedule") and cash flow schedule ("Cash Flow Schedule") so that Company may determine the total cost of producing the Film in Morocco no later than 3 weeks prior to start of pre-production and which said sum shall then be expended by Kasbah or by The Objective llc on behalf of Kasbah-films Tangier, for the cost of producing the Film in accordance with the approved Screenplay, Budget and Production Schedule subject only to deviations caused by the exigencies of production and then first approved in writing by Company.
- 2.2 Kasbah-films Tangier agrees to render production services to Company in order to shoot the Film and deliver all tapes and any undeveloped negative to Company within the Budget.
- 2.3 Company hereby licenses to Kasbah-films Tangier sufficient rights, if any, in and to the copyright in the Screenplay to enable it to produce the Film.
- 2.4 Kasbah films and all of its employees, freelancers and consultants hereby irrevocably waives in favour of Company all moral rights or authors' rights in and to the Film, and irrevocably assigns to Company all rights including all lending and rental rights that it may now or shall hereafter own.
- 2.5 Company shall have exercise the sole and exclusive right to make and approve all business, creative and other decisions including but not limited to cast, head production personnel and location.
- 2.6 All personnel shall be work for hire and shall be able to be dismissed at will and without blame.

3. Delivery of the Film

Kasbah-films Tangier, in accordance with the appropriate allowance provided within the Budget (and Kasbah confirms that there will be sufficient allowance for this purpose), effect Complete Delivery of Delivery Materials to Company to a location that Company shall notify to Kasbah writing. The Delivery Materials shall be of a first class technical quality. The Film shall substantially conform to the Screenplay except for material changes thereto approved by Company and/or minor changes necessitated by the exigencies of production and other minor changes that do not alter the story or the principal characters of the Film.

4. Kasbah-films Tangier Agreements, Representations and Warranties

Kasbah-films Tangier hereby agrees warrants and represents (and all such agreements warranties and representations will be deemed repeated on Delivery of the Film save to the extent the same have been discharged):-

- (a) that it will use its best endeavours to ensure that the Film will

Agreement and that the Budget will be deployed in accordance with the Cash Flow Schedule;

- (b) Kasbah-films Tangier is a company organised and registered in accordance with the laws of Morocco and has the right and capacity to enter into this Agreement and to grant the rights and such other rights as are purported to be granted to Company hereunder;
- (c) there are, and will be on Complete Delivery, no liens claims or encumbrances of any kind against the Film or any of the literary artistic dramatic or musical works comprising any part of it which will interfere with or derogate from any of the Rights or any other right granted;
- (d) Company shall be entitled to exploit and assign the Rights and the Film in all media without the payment of any so-called "residuals" and "use fees" to any other persons rendering services in connection with the Film including without limitation any composers or recording artists save for any payments due to local performing rights societies which Company acknowledges in writing are not Kasbah-Film's Tangier responsibility;
- (e) the Film nor any part of the Film nor the exercise of any of the Rights violates or will violate any personal private civil or property rights copyright or trade mark right or rights of privacy or "moral" rights of authors or any other rights whatsoever of any person firm corporation or association whatsoever or constitute libel or slander against the same;

there are and will be no agreements or commitments whatsoever with or to any party that may in any manner affect the Rights or any other right granted hereunder;

Company has not granted and will not grant to any third party any of the Rights in and to the Film or any rights the exercise of which would derogate from or be inconsistent with the exploitation of the Rights by Company.

there are no claims or litigation pending or threatened which will or may adversely affect the Rights;

all contracts for personnel, studio hire, purchase of goods and services, laboratory work and all other licenses, contracts and obligations in connection with the production of the Film by Company shall be made and entered into by Company or any Company assigned company in its own name as principal and not as agent for Company and no obligations whatsoever shall be imposed upon Kasbah thereunder. All such contracts or undertakings shall be consistent with the provisions of this Agreement and industry custom and practice. Such contracts and undertakings shall not be terminated, cancelled, modified or rescinded in any manner which would or might prejudice the rights of Kasbah hereunder. All such contracts shall be assignable and upon demand by Kasbah shall be assigned to Company without restriction.

Kasbah shall, promptly upon request, supply or procure that there shall be supplied to Company copies of all and any relevant contracts, licences or other documents relating to the use in the Film of any literary dramatic artistic and musical works and any other materials or services of any

enable Company to secure the registration of the copyright in the Film in any country or countries of the Territory PROVIDED ALWAYS that this obligation shall not extend to cover such contracts, licences or other documents that are solely procured and/or initiated by Company ;

- (d) Kasbah shall, prior to the commencement of principal photography of the Film, effect the following Moroccan insurances: insurance of work accident only for the Moroccan crew, all Moroccan equipment, Moroccan transportations. Company shall insure for all aspects of the Production that come from outside of Morocco
- (e) Kasbah shall not settle any claim under any insurance policy without the prior written consent of Company and, unless otherwise agreed with Company , Kasbah shall credit all sums received in respect of any such settlement to the Production Account to defray the cost of production of the Film. Kasbah shall not do or permit or suffer to be done any act or thing whereby any of the foregoing policies may lapse or become in whole or in part voidable;
- (f) the Budget will be a comprehensive informed and bona fide estimate of all expenditure likely to be incurred in the course of production of the Film including all fees payable by reference to any use or exploitation of the Film or the Rights and that Kasbah will use its best endeavours to prevent the total cost of production exceeding the Budget.

5. Kasbah's Obligations

- 5.1 Kasbah shall deliver all negative material and HD masters shot in connection with the Film to the agreed processing laboratory or storage area and shall procure that all negative development and rush film printing or HD master viewing of all film/HD material for the Film during the course of production shall be carried out by such laboratory/Storage facility.
- 5.2 Kasbah shall not without the written consent of Company enter into any contracts which contain terms which might result in the Budget being exceeded.
- 5.3 Kasbah shall at every two days during principal photography and weekly intervals at all other times give to Company a statement of the requirements that it has for payment to it from the Production Account together with details of actual outgoings since the previous statement and expenditure required to be made in accordance with the Budget during the period until the next statement is due.
- 5.4 Company shall release payments to Kasbah from the Production Account in accordance with the Cash Flow Schedule at its sole discretion.
- 5.5 Kasbah shall keep all true and accurate books of account (and retain all vouchers receipts and records) relating to expenditure made in connection with the production of the Film and Company shall be entitled by itself or its duly authorised agents to enter on Kasbah premises and to inspect and take copies of such books of account and records on reasonable notice at all reasonable times. Company shall hire directly the accountant that shall monitor and act as authorized agent for Company. Kasbah shall not receive any payments from any party that it pays.

- (f) Kasbah failing to remedy a breach of this Agreement within 1 day of the date of receipt by it of a notice in writing that has been given to Kasbah by OBJECTIVE;
- (g) forthwith by notice in writing in the event that Kasbah commits an irremediable breach of this Agreement.

8.2. If OBJECTIVE terminates this Agreement pursuant to the terms hereof

- (a) OBJECTIVE shall be released and discharged from all further obligations under this Agreement and OBJECTIVE shall be entitled to appoint other producers to complete the Film which appointment shall be made entirely without prejudice to all and any of OBJECTIVE 's other rights against Kasbah; and
- (b) After receipt of all monies due Kasbah shall forthwith deliver up all and any materials in any way connected with the Film to OBJECTIVE and shall fully and completely co-operate with OBJECTIVE to enable OBJECTIVE to complete the Film either by itself or such further or other producers as OBJECTIVE may decide.
- (c) OBJECTIVE shall cover any legitimate actual costs incurred and paid for by Kasbah upon termination.

9. Rights

9.1. Kasbah with full title guarantee hereby irrevocably assigns and sells to OBJECTIVE all of its right title and interest in and to the Film, the copyright therein, the Rights and the benefit of any assignments grants licences and agreements with any third parties entered into Kasbah in connection with the Film and in and to any physical materials of any kind produced in connection with the Film. Such assignment shall be effective immediately and where the subject matter is not yet in existence such assignment shall be by way of present assignment of future copyright. If the subject matter is copyright the assignment shall be of the entire copyright for the full period thereof (including any extensions, revivals and renewals) notwithstanding termination of this Agreement for any reason and thereafter in so far as is possible in perpetuity.

9.2. Kasbah will deliver in accordance with clause and hereby transfers to OBJECTIVE unfettered ownership of the Delivery Materials.

10. Credit

10.1 Kasbah-films Tangier and all personnel shall receive customary end title credits details of which shall be delivered by Kasbah to OBJECTIVE within a reasonable time after principal photography has concluded. In any case credits shall include the following: In association with Kasbah Films Tangier - Line Producer - Karim Debbagh. Company will award Karim Debbagh a co-producer credit. Kasbah-films Tangier and Karim Debbagh shall be credited in all prints of the film, but any failure by third parties to accord credit shall not be construed as a breach of Company's obligations hereunder.

10.2 11. Kasbah Indemnity

11.1 Kasbah agrees to indemnify OBJECTIVE

Agreement and/or from any damages arising out of the distribution and/or exploitation of the Film or any rights therein except to the extent that OBJECTIVE is in breach or default hereunder or has been negligent in connection with the occurrence giving rise to such damages. This is applicable in Moroccan law, Californian law and German law.

- 11.2 Kasbah will indemnify OBJECTIVE against and hold OBJECTIVE harmless from any loss damage costs and expenses (including reasonable legal fees) suffered or incurred by any of them as a result of any breach by Kasbah of its agreements and warranties herein contained or any breach of any of the undertakings on Company's part herein contained or by reason of any defect of title in and to the Film and/or the sound dialogue and musical compositions recorded in synchronisation therewith.

11A The Bond

Nothing in this Agreement shall affect the validity of any other agreement and shall superceed any other agreeemnt apart from any agreement with bond company.

12 Notices

Any notice to be given or served under this Agreement shall be in writing (or e-mail) and shall be delivered personally or sent by facsimile/email or by other print-out communication mechanism or by first class prepaid registered or recorded delivery (if available) post (airmail if post to another country) to the party to be served at the address set out at the head of this agreement (or such other address as either party may from time to time notify to the other) and shall be deemed to have been served.

- (a) immediately in the case of personal delivery;
- (b) in the case of facsimile/email or other print-out mechanism on the expiry of twenty four (24) hours from the time of transmission;
- (c) in the case of postal delivery on the second business day following the date of posting (the fifth business day if posted to another country) or on acknowledgement of receipt if earlier.

13. General

- 13.1 Any waiver (whether express or implied) of any breach of any of the provisions hereof shall not be construed as a continuing waiver or consent to any subsequent breach on the part of the parties hereto.
- 13.2 Kasbah shall at OBJECTIVE 's expense execute and deliver to OBJECTIVE any other instrument or document reasonably considered by OBJECTIVE to be necessary or desirable to evidence effectuate or confirm this Agreement or any provision hereof or any of the rights granted. If Kasbah fails to so execute and deliver such instruments or documents within three (3) days of receiving written or email notice from OBJECTIVE requesting the same then OBJECTIVE shall be entitled to execute such documents and instruments in the name and on behalf of Kasbah as Company's duly authorised agent.

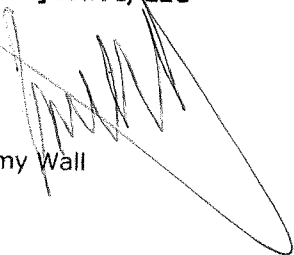
13.3 OBJECTIVE shall be entitled to

As Witness the hands of the parties the date detailed at the heading of this Agreement

Signed by

For and on behalf of

The Objective, LLC


Jeremy Wall

Signed by

For and on behalf of

Kasbah-films Tangier LTD

Karim Debbagh

