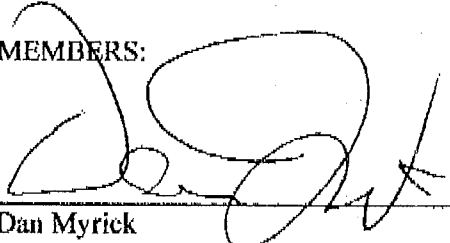!

PART EIGHT
EXECUTION AND CERTIFICATION

1.   **Effective Date.** This legal instrument has been executed by the parties intending that it be effective on the effective date set forth on the caption page.   The parties recognize that they effectuated a meeting of the minds among themselves on that effective date and intended that this instrument take effect on that date even though, because of the exigencies of the modern world, the mechanics of drafting, the convenience of the parties, and the economy of travel, it may have been necessary to actually sign the document at a later time.

2.   **Effective Place of Execution.** The parties intend that the place of execution be that county and state that is set forth in the caption of this instrument.   The effective place of execution is the place that the parties intend this instrument to have been executed incorporating all laws, for purposes of conflicts of laws, which apply to that effective place of execution.
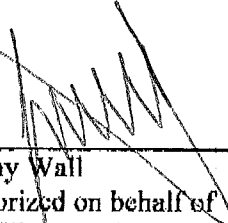
3.   **Execution.** All parties described in the caption as parties shall sign below and at least one of the parties shall initial all pages of all original copies of this instrument.   Furthermore, all documents such as schedules, exhibits and like documents which are expressly incorporated herein shall be initialed by the parties and either exchanged or attached to the originals which are given to any party described on the caption page of this instrument. It is the intent of the parties that all pages be initialed on all originals that are exchanged in order that no substituted pages or misunderstanding shall ever become possible to create problems in satisfying the intended objectives of this instrument.

        IN WITNESS WHEREOF, the parties execute this document intending the LLC be effective on this date:
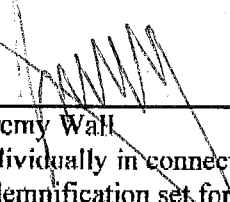
MEMBERS:

_____   _____
Dan Myrick

_____   _____
Jeremy Wall   Zev Guber
Authorized on behalf of   Authorized on behalf of
JAZ Films, LLC   JAZ Films, LLC

_____   _____
Jeremy Wall   Zev Guber
Individually in connection with   Individually in connection with
indemnification set forth in § 4.10   indemnification set forth in § 4.10