



MOTION PICTURE SERVICE AGREEMENT

PRODUCTION: _____

The Objective _____

Dolby Laboratories Inc ("Dolby") provides services to motion picture and distribution companies during the preparation and presentation of Dolby Soundtracks. These services are supplied in accordance with the following understanding:

Fixed Services

1. **Encoder.** Provided the mix studio meets Dolby requirements and is equipped to produce high-quality multi-channel soundtracks, Dolby will loan a DS-4, DS-10, SEU4EX, DMU or similar Dolby Transfer Encoding Unit for use during the original sound mix. These units facilitate the preparation of Dolby Soundtrack masters for either analog or digital formats. Equipment is furnished with the understanding that Dolby's liability is limited to replacement of parts found to be defective. Unless otherwise agreed by Dolby, such equipment shall be returned upon completion of the sound mix.

2. **Services.** The services of a Dolby engineer or sound consultant will be provided for the Dolby Soundtrack mix, not to exceed 16 hours.

A. **Alignment.** Given reasonable notice Dolby engineers or sound consultants will align and equalize the mixing room prior to the commencement of the mix and will consult with the production and mixing crew regarding the required preparation for mixing Dolby Soundtracks.

B. **Optical Transfers.** Dolby engineers or sound consultants will collaborate with stereo optical transfer facilities and laboratories to achieve the best quality for release prints for the production.

Services occurring on weekday nights (before 8:00 am or after 6:00 pm local time), weekends or holidays will be accrued at 1.5 times actual towards the 16 hours of fixed services. Hours that exceed the included 16 hours are deemed to be additional services and will be charged at the rates shown below.

A \$9,500 fee shall be payable to Dolby Laboratories prior to the commencement of the mix for the above fixed services.

Additional Services

In addition to the above fixed services, by request, Dolby will use best efforts to furnish the services of one of its engineers or sound consultants to advise on the use of the Dolby equipment in the recording, mixdown and playback of the soundtrack for the production. Specific areas where advice and expertise can be of assistance include: pre-production planning, location recording, sound effects, looping, ADR, music recording, foreign language dialog recording and mixing, final mixdowns (dubbing) and answer print quality and assessment. Rates for additional services are set forth below.

Dolby engineers or sound consultants are available for previews, screenings, and theatre checks (sound and picture), including electronic versions. Rates for these services are set forth below.

Dolby Laboratories has a D-Cinema mastering service for the compression, encryption and packaging of both image and audio. Please contact a Dolby office for information and rates (i.e. rates below do not apply to these services).

Charges for additional services are as follows:

Day (8:00 a.m. to 6:00 p.m.) - \$650.00 for each day for services taking more than three hours but less than eight hours during which personnel of Dolby Laboratories render additional services. A minimum call charge of \$375.00 will be made for services taking three hours or less.

Nights/Weekends/Holidays - \$975.00 for each night or weekend/holiday day for services taking more than three hours but less than eight hours. A minimum call charge of \$550.00 will be made for services taking three hours or less.

Travel Time Day - \$375.00 for travel outside the Los Angeles, San Francisco, New York and London metropolitan areas if travel time occurs solely during Day hours.

Travel Time Nights/Weekends/Holidays - \$550.00 for travel outside the Los Angeles, San Francisco, New York and London metropolitan areas if any travel time occurs during Night/Weekends/Holiday hours.

Daily charges will not normally be increased if more than one person participates in the performance of engineering services. Travel expenses, meals and lodging will be charged for service rendered outside the Los Angeles, San Francisco, New York and London metropolitan areas that do not have resident engineers.

Invoices may be tendered weekly. Payment will be due 30 days after date of invoice.

Limitation of Warranty

Dolby represents that its services of its engineers and sound consultants will be performed in accordance with generally accepted professional standards but expressly disclaims all other warranties, express or implied, statutory or otherwise, including any implied warranty of merchantability, fitness for a particular purpose and non-infringement.

Term

The term of this Agreement shall expire upon the earlier of (i) completion of the Services provided in section 2 of this Agreement or (ii) one year from date of signature. All service obligations are deemed rendered upon the expiration of the term of this Agreement. Extensions will be allowed but must be obtained in writing from Dolby Laboratories, Inc. The sections entitled "Limitation of Warranty" and "Limitation of Liability" shall survive any such termination. In addition, the payment terms of this Agreement shall survive any termination until Dolby has been fully paid.

Responsibilities of Client

While best efforts will be employed by Dolby and its personnel, the client acknowledges the limited role of Dolby and its engineers and sound consultants in the use of Dolby equipment for the recording and mixing of sound, and agrees that Dolby and its engineers and sound consultants will not be held responsible for the success or failure of any step in the mixing process, or for the quality of the completed soundtrack. The Client recognizes that whether or not Dolby SR optical prints are compatible for playback in conventional Dolby theatres is dependent on many factors, including the quality of the original tracks and various factors during the mixing of the soundtrack elements. The decision as to whether or not the Dolby SR optical print is compatible, or that any stereo optical prints are suitable for mono playback, shall be made solely by the Client. Dolby and its engineers and sound consultants shall not be held responsible if the mix is deemed incompatible for other forms of reproduction.

The Client agrees not to use the word Dolby or any of the Dolby marks in any manner in association with this production without obtaining an executed Worldwide Trademark And Standardization Agreement from Dolby Laboratories Licensing Corporation, specifically for the production covered by this agreement.

Dolby Sound Consultant Credit

A suitable film credit should be given to the Dolby engineer or sound consultant (listed below) who has provided services during soundtrack preparation as described above. The form of such credit is:

Dolby Sound Consultant..... Unassigned User

Limitation of Liability

Neither party to this Agreement shall be taken to be the agent or representative of the other party and neither party shall have any authority to assume any obligation for or to commit the other party in any way. The Client will indemnify, and hold Dolby and its engineers and sound consultants harmless from, any loss (including attorney's fees), injury, damage or other liability resulting from or claimed to result from the production of the soundtrack. Under no circumstances will Dolby or its engineers or sound consultants be liable for any consequential damages or for any production or exhibition delays.

On behalf of:

Dolby Laboratories Inc

Signature:

David W. Gray

Name:

David W. Gray

Title:

Vice President, Production Services Group

Date:

3/24/08

Approved and Accepted on behalf of:

Signature:

Jeremy Wall

Name:

JEREMY WALL

Title:

MANAGING MEMBER

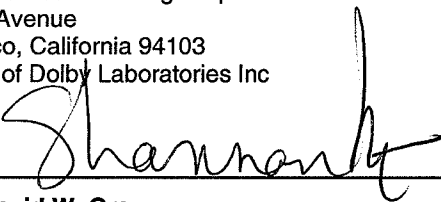
Date:

MARCH 17th

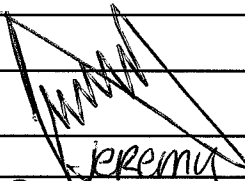
**WORLDWIDE TRADEMARK AND STANDARDIZATION AGREEMENT
MOTION PICTURE SOUNDTRACKS**

LICENSOR

Dolby Laboratories Licensing Corporation
100 Potrero Avenue
San Francisco, California 94103
A Subsidiary of Dolby Laboratories Inc
("Dolby")

Signature: 
Name: David W. Gray
Title: Vice President, Production Services Group
Date: 3/24/08

LICENSEE

Signature: 
Name: Jeremy Wall
Title: MANAGING MEMBER
Date: 17 MARCH 08

LICENSED PRODUCTION: The Objective

Section A - Introduction

Licensors has developed a high-quality motion picture recording and playback sound system ("Dolby Soundtrack") for use in the production and exhibition of motion pictures. Licensee intends to produce the Licensed Production, as well as some of its foreign releases, with Dolby Soundtracks.

The Dolby Marks are associated with high-quality sound recording and playback equipment in the professional recording, broadcasting, consumer, and motion picture environments. To maintain the integrity of the Dolby Marks, they may be applied only in association with continuing high-quality sound recording and playback. The final quality depends on many factors, including the quality of the original tracks, as well as variations during the mixing of the soundtrack elements. In this connection, it is the Licensee's intention that the Licensed Production, including the foreign releases, be produced with Dolby Soundtracks.

Maintenance of release print quality for Dolby Soundtracks along with standardization in production and identification is in the interests of all parties. As such, it is agreed as follows:

Section B - Main Provisions

1. Licensee may use the Dolby Marks in the theatrical advertising and promotion of the Licensed Production in the manner set out below subject to the release prints meeting the quality specifications in Appendix II. No right to use the Dolby Marks in connection with a particular foreign language release is granted unless it is produced with Dolby Soundtracks.
2. The Licensee acknowledges the Licensor's ownership of the Dolby Marks and agrees not to use them in any way (or otherwise to take any action) which might endanger the Licensor's rights in the ownership thereof.

Section C - Trademark Usage

1. The Licensee will use the Dolby Screen Credit in the form shown in Appendix I to identify Dolby Soundtracks on the release prints. The Dolby Screen Credit shall be in a size no smaller than that accorded any other technical or sound credit.
2. Paid advertising issued by the Licensee or any group or individual appointed by the Licensee related to Dolby Soundtrack presentations will include a credit as specified in Appendix I.
3. Upon request Licensor may conduct tests at its own or other suitable facilities to determine compliance with quality specifications as listed in Appendix II, and the consequent applicability of the Dolby Marks.
4. For subsequent release on consumer release formats the Dolby Surround (defined as the name for the home entertainment or home theatre applications) form of screen end credit must be used and licensed by means of an appropriate Trademark Agreement available upon request from the Licensor.

Section D - Print Availability, Identification and Announcement

1. The Licensee will use its best efforts to provide appropriate Dolby release prints to theatres equipped with analog Dolby Processors, or Dolby Digital Processors, where appropriate.
2. Dolby may announce the intended release of the Licensed Production in the specific Dolby Soundtrack formats.
3. Licensee agrees to inform Dolby, as early as possible, of the specific Dolby Soundtrack release format(s).
4. The Licensee will endeavor to keep Dolby informed of theatres scheduled to show the Licensed Production and Dolby will keep the Licensee informed of the theatres which have installed equipment manufactured by Dolby.
5. To assist in print distribution and identification, cans or cartons containing Dolby Release Prints should be so identified, indicating either Dolby A-type, Dolby SR, Dolby Digital or Dolby Digital SurroundEx depending on the actual Dolby Soundtrack format.

Section E - Implementation

In the event that the Licensee contracts for the distribution or advertising of the Licensed Production and its foreign language versions by those other than the Licensee, the Licensee will inform such party(s) of the trademark obligations of this Agreement and will inform the Licensor of the name of such party(s). The Licensee will cooperate with the Licensor and the Licensor will cooperate with the Licensee in the implementation of this Agreement.

APPENDIX I: Dolby Screen Credit for Dolby Release Prints, Trailers and Posters:



All Licensee and distributor advertising shall follow the detailed guidelines in the Motion Picture Advertising Guidelines for Licensed Distributors, which are available in English as well as a number of other languages. Appropriate foreign language translations of the disclaimer "In Selected Theatres" should be used with foreign language versions. Corresponding guidelines for theatres are also available from Dolby.

APPENDIX II: Overall Record/Playback Quality Specifications for Dolby Soundtrack Formats:

All mixes shall be done over monitor loudspeakers conforming to ISO 2969 curve "X" at monitor levels recommended by Dolby. Final optical transfer of Dolby Soundtracks to occur at a facility approved by Dolby.

A. Dolby Digital Soundtracks:

Final printmasters encoded and recorded using digital encoding and recording equipment (DS-10 or equivalent device) supplied by Dolby.

Frequency response: better than +/-2 dB, 20 Hz to 20 kHz.

Track-to-track separation: better than 60 dB any track to any track.

S/N ratio: better than 85 dB below 100% (CCIR/ARM).

Dolby AC-3 multichannel coding characteristics in the composite digital signal. Dolby SR characteristics, as below on the analog tracks.

B. Dolby Digital SurroundEx Soundtracks:

As per, A. Dolby Digital Soundtracks, plus Dolby Digital SurroundEx encoding and decoding equipment supplied by Dolby.

C. Optical Analog Soundtracks:

Four-channel sound encoded onto two audio tracks using matrix encoding and decoding equipment (DS-4 or equivalent encoding/decoding device) supplied by Dolby.

1. Standard Dolby ("A" Type)

Frequency response: better than +/- 2 dB, 30 Hz to 12.5 kHz.

Track-to-track separation: better than 25 dB.

S/N ratio: better than 60 dB below 100% modulation (CCIR/ARM).

Dolby "A" type noise reduction characteristics on each full audio bandwidth soundtrack; modified Dolby "B" type noise reduction characteristics on the surround channel.

Headroom: 30 Hz: +6 dB; 1 kHz: +6 dB; 12.5 kHz: 0 dB.

2. Dolby SR

Frequency response: better than +/- 2 dB, 25 Hz to 14 kHz.

Track-to-track separation: better than 30 dB.

S/N ratio: better than 70 dB below 100% modulation (CCIR/ARM).

Dolby SR noise reduction characteristics on each full audio bandwidth soundtrack; modified Dolby "B" type noise reduction characteristics on the surround channel.

Headroom: 25 Hz: +15 dB; 1 kHz: +9 dB; 14 kHz: +9 dB.

APPENDIX III: Definitions:

Dolby Marks: Dolby, the   **DOLBY**[®],  **DOLBY**[®] **D I G I T A L**, and  **DOLBY**[®] **D I G I T A L** **SURROUND•EX** are trademarks of Dolby Laboratories Licensing Corporation in territories worldwide.

Dolby Release Print: A print of the Licensed Production which meets the quality specifications set out in Appendix II and which has been produced under the general supervision of a Dolby sound consultant based on the Motion Picture Service Agreement for the Licensed Production. The use of equipment manufactured by Dolby during the mix does not guarantee that a print will meet these specifications. The overall quality of the soundtrack is dependent upon many other factors.

Dolby Showing: The showing of a Dolby Release Print in a theatre equipped with a Dolby Processor.

Dolby Processor: Theatre sound processing equipment manufactured by Dolby for the playback of analog Dolby Soundtracks.

Dolby Digital Processor: Theatre sound processing equipment manufactured by Dolby specifically for the playback of the Dolby Digital Soundtrack.

Dolby Digital Surround•Ex: Theatre sound processing equipment manufactured by Dolby specifically for the playback of the Dolby Digital Surround•Ex encoded Soundtrack.



Dolby Laboratories, Inc.
3601 West Alameda Avenue
Burbank, CA 91505-5300
Tel. 818-823-2800
Fax 818-557-0890

April 7, 2008

Jeremy Wall
JAZ Films
1726 Whitley Avenue
Los Angeles, CA 90028

RE: The Objective

Dear Jeremy:

Enclosed please find your file copies of our U.S. Motion Picture Service Agreement and Worldwide Trademark & Standardization Agreement for the above named production.

We appreciate this opportunity of working with you.

Regards,

A handwritten signature in black ink, appearing to read "Stephanie Rose", written over a large, loopy scribble.

Stephanie Rose
Administrative Coordinator
Production Services Group

Enclosure(s)

