

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT between hasbani Films
("Producer") and SCREEN ACTORS GUILD, INC. ("SAG") is effective as of
6-1-02

A Producer is employing performers who are members of SAG (individually, "SAG Performer," collectively, "SAG Performers") to perform acting services on a motion picture entitled "The Objective" (the "Picture"), the principal photography of which will take place in MOROCCO

B In negotiations with Producer for SAG Performers' services in connection with the Picture, each SAG Performer demanded, and Producer agreed, to enter into personal services agreements ("Individual Agreements") under which Producer agreed to observe all terms and conditions of the SAG Codified Basic Agreement of 1995 for Independent Producers, as amended ("Basic Agreement") with respect to each SAG Performer. Producer has received a copy of the Basic Agreement and is familiar with its terms and conditions.

C In order to effectuate Producer's obligations under the Individual Agreements including, without limitation, the payment of "Residuals" (as that term is defined in the Basic Agreement) and pension and health contributions payable to the SAG - Producers Pension and Health Plans (the "Plans"), Producer has agreed to enter into this Memorandum of Agreement with SAG

For valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows

1 Producer acknowledges its agreement with SAG Performers to comply with all terms and conditions of the Basic Agreement including, without limitation, all provisions pertaining to the reporting and payment of Residuals, and the payment of contributions to the Plans on behalf of SAG Performers.

2 SAG has the right to enforce all terms and conditions of the Basic Agreement on behalf of SAG Performers hired on or after May 1, 2002. Producer acknowledges that the SAG performers were hired on or after May 1, 2002. Any dispute concerning performance of obligations under the Basic Agreement shall be submitted to arbitration in accordance with the provisions of paragraph 4 below.

3 This Agreement is applicable to this Picture only and shall not be binding nor precedential with respect to any other motion pictures produced by Producer.

4 All disputes under this MEMORANDUM OF AGREEMENT shall be

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submitted to final and binding arbitration in accordance with the arbitration provisions set forth in the Basic Agreement. Further, each party agrees that any legal action or proceeding to execute or otherwise enforce any arbitration award or judgment obtained hereunder against any party to this Memorandum of Agreement shall be brought in proceedings in the Federal or State courts located in the State of California, and by execution and delivery of this Memorandum of Agreement, each party hereto irrevocably submits to such jurisdiction and consents to the service of process in any such action or proceeding by personal delivery, first class mail, or any other method permitted by law, and waives any and all rights to transfer or change the venue of any such action or proceeding to any court located outside Los Angeles County, California. Notice will be deemed to have been duly given or made (a) immediately upon personal delivery, or (b) five (5) days from the date of mailing within the United States of America or seven (7) days from the date of mailing across national borders.

5. If any provision of this Memorandum of Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Memorandum of Agreement shall nevertheless remain in full force and effect.

6. It is expressly understood that SAG is a third party beneficiary of the Individual Agreements. This Memorandum of Agreement, however, does not create, and shall not be construed as creating, any rights enforceable by any other person not a party to this Memorandum of Agreement.

7. The parties agree to cooperate with each other and take all further actions as may from time to time be reasonably necessary to carry out the purposes of this Memorandum of Agreement.

8. This Memorandum of Agreement shall be governed by the internal laws (and not the conflict of laws rules) of the State of California.

9. This Memorandum of Agreement and the agreements referred to herein set forth in full the terms of this Agreement between the parties with respect to the subject matter hereof and are intended as the full, complete and exclusive contract governing the relationship between the parties. This Memorandum of Agreement supersedes all prior discussions, promises, representations, warranties, agreements and understandings between the parties with respect to the subject matter hereof. This Memorandum of Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the party against whom enforcement of the modification, amendment or waiver is sought.

10. This Memorandum of Agreement may be executed in multiple counterpart copies, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument respectively.

A handwritten signature in black ink, appearing to be 'JW', is located in the bottom right corner of the page.

SCREEN ACTORS GUILD, INC

By Tawanda L Lewis
(signature)

**TAWANDA L. LEWIS
MANAGER
THEATRICAL CONTRACTS**

Title: _____
(insert title)

Producer ~~Amal~~ Kosbah Films

By: ~~Amal~~ _____
(signature)

Print name: Jeremy Wall

Title: Producer
(insert title)

Address: _____

Telephone: _____
Facsimile: _____