

CASTING DIRECTOR ENGAGEMENT AGREEMENT

This Agreement dated as of June 18, 2008 is between RICHROE, INC. dba ROE BAKER CASTING ("Artist") and Svarog-After Burner Films, Inc. , collectively ("Producer") with regard to the motion picture entitled " KEROSENE COWBOYS" (the "Picture").

1. ENGAGEMENT/SERVICES TO BE PROVIDED

Producer wishes to engage Artist as a Casting Director for the Picture and Artist hereby accepts such engagement upon the terms and conditions contained herein. The services to be provided by Artist hereunder shall include all services usually and customarily rendered by and required of persons employed as casting directors in the motion picture industry. Artist shall be responsible for casting all principle roles (the "Roles").

2. DURATION OF CONTRACT:

Artist's services shall commence on June 18th, 2008 and shall continue until the Roles are cast or until the expiration of 15 (Fifteen) consecutive weeks from the date hereof, whichever shall occur first.

3. COMPENSATION FOR SERVICES RENDERED

(a) Artist agrees to accept, as full and complete consideration for all services rendered by Artist under this Agreement, and Producer agrees to pay the sum of Thirty Five Thousand dollars (\$35,000.00) which shall be payable as follows:

(i) Seven Thousand Dollars (\$7,000) was advanced upon the parties' verbal agreement.

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(ii) Three Thousand Dollars (\$3,000) payable upon execution of this written agreement.

(iii) Seven Thousand Five Hundred Dollars (\$7,500. 00) upon the completion of the short form deal memos for the Actors going to Russia for Production.

RB

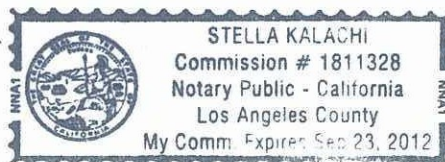
(iv) Seventeen Thousand Five Hundred Dollars (\$17,500. 00) upon the completion of all services hereunder.

4. NATURE OF SERVICES TO BE PROVIDED

Artist shall assist the director, producer(s) and/or any other person whom Producer may designate, by suggesting actors, conducting interviews and/or readings for the Role(s) to be cast, and in any other way reasonably required by Producer. Artist shall not make any offer or sign any agreement on Producer's behalf without Producer's approval. Artist shall submit all credit provisions requested by actor(s) to Producer for approval before submitting them to any third party.

Artist shall render such services as may be required of persons engaged as casting directors according to the custom of the motion picture Industry and will promptly and faithfully comply with all reasonable instructions, directions and regulations set forth by Producer in connection herewith and will render her services conscientiously. Artist acknowledges that the judgment of Producer shall be final and controlling in all matters respecting the rendition of Artist's services hereunder.

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Artist shall render her services hereunder on a non-exclusive basis. Artist agrees that no other commitment made by her will unreasonably interfere with the full and complete performance of Artist's services hereunder.

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5. CREDIT

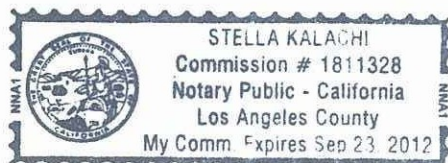
Artist shall receive main title on-screen credit, immediately after the cast, on a separate card, as "Casting by Roe Baker" or something substantially similar. In no event shall Artist share credit with any other casting director without her prior written consent. Artist shall also receive credit in all paid ads for the Picture placed by Producer in which any other person engaged to render services on the Picture receives credit. The size of type used to accord Artist's credit shall be no smaller than the largest type used to accord credit to any other person. All other aspects of Artist's credit shall be within the sole and reasonable discretion of Producer. In the event Producer fails for any reason to accord Artist credit pursuant to the terms of this Agreement, upon receipt of written notice from Artist setting forth such failure, Producer will use reasonable efforts to cure such failure.

6. EXPENSES:

Producer shall reimburse Artist \$ 750.00 (Seven Hundred and Fifty) per week for the services of an assistant during the term hereof. Producer shall, in addition, reimburse Artist for all reasonable and actual out-of-pocket expenses relating to the Picture and/or the provision of services hereunder (not to exceed \$10,000.00. Artist shall provide Producer with reasonable proof of payment of such expenses upon request.

7. OFFICE SPACE

[Handwritten signature]



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If during the course of this Agreement Artist is requested by Producer to work out of Producer's offices, or from an office provided and paid for by Producer, Producer will provide adequate space for Artist and Artist's assistant, parking spaces in connection therewith and all necessary videotape equipment (in the event Artist is unable, for any reason, to transport and maintain Artist's videotape equipment at the office provided by Producer).

8. DISTANT LOCATIONS

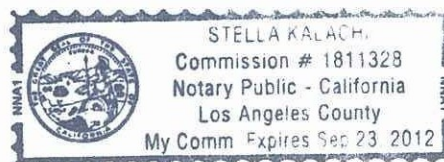
If, at Producer's request, Artist renders services at a location more than 50 (fifty) miles from Artist's principal residence, Producer shall provide Artist with round trip first class transportation to the location, hotel accommodations, ground transportation and rental car at the location, and a non-accountable per diem of \$100.00 (One Hundred Dollars) per day. The hotel accommodations provided to Artist shall be of the same type (i.e., substantially the same location, level of service and amenities) as the accommodations provided to other persons engaged to render services on the Picture (other than members of the principal cast and the director).

9. INDEMNIFICATION

Producer shall defend, indemnify and hold Artist harmless from and against all cost, expense, damage, loss or liability (including attorneys' fees) arising out of any breach by Producer of this Agreement; and/or any exploitation of the Picture or any rights therein.

10. INDEPENDENT CONTRACTOR STATUS

Artist is engaged hereunder as an independent contractor. Artist



represents and warrants that she has the right to enter into this Agreement and that she will be responsible for all federal, state, local and other withholding taxes, FICA, unemployment or disability insurance, and/or any other payroll deduction from the compensation paid hereunder as may be required by law.

RB

11. SATISFACTION OF PRODUCER'S OBLIGATIONS

Producer has no obligation hereunder to produce, complete, release, distribute, advertise or exploit the Picture or to use the results and proceed of Artist's services in any manner, but nothing in this paragraph shall relieve Producer of its obligation to pay the compensation subject to, and in accordance with, the remaining terms and conditions of this Agreement.

12. NOTICES

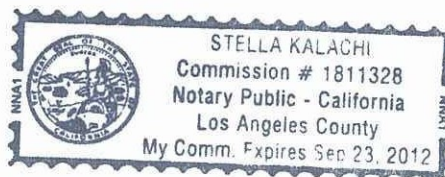
All notices required to be given hereunder shall be in writing by personal delivery, overnight courier, or pre-paid, certified or registered mail, to the addressees below:

If to Artist: Roe Baker
 Roe Baker Casting
 4910 Brewster Dr,
 Tarzana, CA. 91356

The date of personal or overnight delivery shall be deemed the date of service of such notice. If notice is mailed, the date of mailing, as shown on a United States Postal Service postmark, shall be the effective date of service.

13. INTEGRATION

This Agreement contains the entire understanding of the parties relating to the subject matter herein. No representations or warranties have been made by any party other than those expressly set forth herein. This Agreement



may not be modified except by a writing signed by both Artist and Producer.

14. ARBITRATION

RB
The parties agree that any dispute between them arising out of or relating to this Agreement, shall be resolved by binding arbitration under the rules of the American Arbitration Association (or any other mutually acceptable organization that provides dispute resolution services) at a place within 50 miles of Artist's principal place of residence. The parties hereby waive any right they may have to adjudicate disputes in a court of law or other forum. The prevailing party in any such arbitration shall be entitled to its attorney's fees in addition to costs of suit.

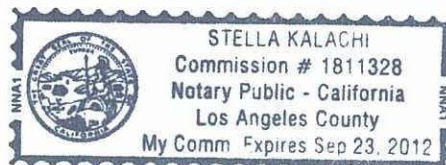
15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with California law as if this Agreement were executed and fully performed in California regardless of where execution and performance may actually occur.

16. CAPTIONS

The titles of the paragraphs of this Agreement are for convenience of reference only and shall not in any way affect the interpretation of any portion of this Agreement or the Agreement in its entirety.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered
this Agreement as of the date first written above.

RICHROE, INC. dba
PRODUCTIONS,LLC..
ROE BAKER CASTING

SVAROG-AFTER BURNER
FILMS,INC.

RB

Roe Baker
ROE BAKER
Authorized agent

By [Signature]
Authorized agent

By _____
Authorized agent



Wells Fargo Bank
Transaction Record

STORE # 00546 07 Deposit

Account Number XXXX-XX326 1
00114
Cash In \$0.00
Number of checks 1
Total Deposited \$3,000.00
Less Cash \$3,000.00
Net Deposit Amount - \$0.00
Net Deposit Amount \$3,000.00

Transaction # 046 0053
11:03AM 08/08/08 Credited: 08/08/08

Thank you, Aimee

SVAROG-AFTERBURNER FILMS, INC.

PH. 818-980-0488
12400 VENTURA BLVD. STE 674
STUDIO CITY, CA 91604-2406

1001

DATE 8-7-08

63-27/631 FL
160

PAY
TO THE
ORDER OF

Richrose Inc

\$ 3000.00

Three thousand and no/100

DOLLARS

Bank of America

ACHRT 063100277

FOR

⑈00100⑆⑈ ⑆063100277⑆ 229015129029⑈



ТТБЗКС ЗАКЛАДКА НА ПЕРЕВОД на 1 08 08 г.г.

Банк, осуществляющий перевод: ТТБЗКС		Страна: USA	Валюта: USD	<input checked="" type="checkbox"/>
22. КЛИЕНТ (Имя/название)	ФИО: ROE BAKER CASTING Адрес: 10000 S. S. Kingsway, Los Angeles, CA, USA	Номер счета: 40700210709000003524	Валюта: USD	Дата: 08/08/08
23. ОПРЕДЕЛЕНИЕ КЛИЕНТА (Имя/название)	Адрес: 10000 S. S. Kingsway, Los Angeles, CA, USA	ИИН: 23080830000000000000	Валюта: USD	Дата: 08/08/08
24. НАЦИОНАЛЬНЫЙ БАНК (Имя/название)	Адрес: 10000 S. S. Kingsway, Los Angeles, CA, USA	ИИН: 23080830000000000000	Валюта: USD	Дата: 08/08/08
25. МЕЖДУНАРОДНЫЙ БАНК (Имя/название)	Адрес: 10000 S. S. Kingsway, Los Angeles, CA, USA	ИИН: 23080830000000000000	Валюта: USD	Дата: 08/08/08
26. ОПРЕДЕЛЕНИЕ БАНКА (Имя/название)	Адрес: 10000 S. S. Kingsway, Los Angeles, CA, USA	ИИН: 23080830000000000000	Валюта: USD	Дата: 08/08/08
27. ПЛАТЯЩИЙ ОБОБЩЕН (Имя/название)	Адрес: 10000 S. S. Kingsway, Los Angeles, CA, USA	ИИН: 23080830000000000000	Валюта: USD	Дата: 08/08/08
28. ПЛАТЯЩИЙ ОБОБЩЕН (Имя/название)	Адрес: 10000 S. S. Kingsway, Los Angeles, CA, USA	ИИН: 23080830000000000000	Валюта: USD	Дата: 08/08/08
29. ПЛАТЯЩИЙ ОБОБЩЕН (Имя/название)	Адрес: 10000 S. S. Kingsway, Los Angeles, CA, USA	ИИН: 23080830000000000000	Валюта: USD	Дата: 08/08/08
30. ПЛАТЯЩИЙ ОБОБЩЕН (Имя/название)	Адрес: 10000 S. S. Kingsway, Los Angeles, CA, USA	ИИН: 23080830000000000000	Валюта: USD	Дата: 08/08/08
31. ПЛАТЯЩИЙ ОБОБЩЕН (Имя/название)	Адрес: 10000 S. S. Kingsway, Los Angeles, CA, USA	ИИН: 23080830000000000000	Валюта: USD	Дата: 08/08/08



Официал "Петербургский"
 ЗАО "ТТБЗКСБАНК"
 Валютный контроль

3MO • ПЛОДОВЫЕ БАНК •
 Официал Банки
 08 АВГ 2008
 ИИН: 044030749
 ОПС. ИОН. ТТБЗКСБОРА Е.С.

