

KEROSENE COWBOYS, INC.

12400 Ventura Blvd #674

Studio City, CA 91608

Phone: 818-980-0488

Fax: 818-980-0489

ARTIST SHORT FORM DEAL MEMO

The following confirms the terms of the artist agreement (the "Agreement") made between **KEROSENE COWBOYS, INC.** ("Producer") and **BIG CAT PRODUCTIONS INC.** ("Lender") for the services of **J.C. Chasez** ("Artist") as of the date set out herein.

DATE: As of September 15, 2008

CONDITION PRECEDENT: Producer's receipt of an executed original of this Agreement from Artist and Lender, Russian Visa and SAG work permit approval both of which will be handled by Producer.

LENDER: Big Cat Productions, Inc.
681 Redmond Court
Ste. 500
Bensenville, IL 60106
EIN # 59-3499055

ARTIST: Joshua Chasez

AGENT: Jason Carter
Paradigm Agency
360 North Crescent Dr
Beverly Hills CA 90210

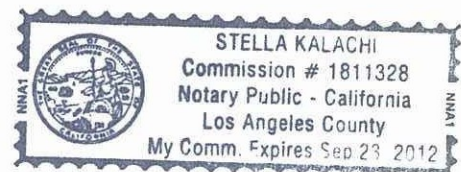
CITIZENSHIP: United States of America

PRODUCTION: A motion picture intended for theatrical release currently entitled *Kerosene Cowboy's* (the "**Production**" or "Picture").

ROLE: A new character to be determined by Producer in consultation with comparable screen time and importance to the character in the current draft script known as Arliss Skidmore.

PERIOD OF ENGAGEMENT: Principal photography to commence on or about January 5, 2009 for 22 days of principal photography. Producer will accommodate and exclude Artist's preexisting schedule for "America's Best Dance Crew" which dates shall be attached hereto.

LOCATION: In and around St Petersburg and Gelenjik, Russia and Fallon Nevada, USA.



FIXED

COMPENSATION: US \$65,000 (SAG Schedule F) with the full amount to be escrowed with Comerica Bank Escrow Services 7 days prior to artists departure from the United States.

CREDIT:

On screen, on a separate card, in the main titles and in paid advertising in the regular billing block portion subject to customary exclusions, exceptions and exculpatory provisions. Artist's credit shall be tied in size, prominence, and duration to all other actors on screen and in the billing block. All other matters relating to Artist's credit shall be at Producer's sole discretion however if any other cast member is accorded credit in excluded ads or artwork, Artist shall also be accorded credit. If any other cast likeness is used, artist's likeness shall appear.

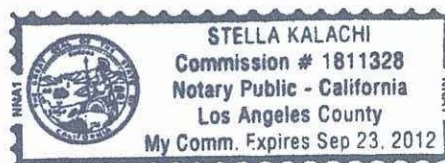
All other aspects of Artist's credit shall be determined by Producer in its sole discretion. Following receipt of written notice by Lender and/or Artist setting forth any failure by Producer to comply with the credit provisions hereof, Producer will use best commercial efforts to cure such failure prospectively in all prints thereafter ordered, or advertising materials thereafter created. No casual or inadvertent nonrepetitive failure by Producer or by any third party to comply with said screen credit provisions, or any covenant of this Agreement, shall be deemed a breach of this Agreement. Artist's rights in the event of a breach by Producer of the terms of this Agreement shall be limited to an action at law for damages, and in no event shall Artist be entitled by reason of such breach to terminate this Agreement or to enjoin or restrain the production, distribution, exhibition or exploitation of the Production. Producer shall advise and shall make its best efforts to contractually obligate all distributor(s) of the Production to honor Artist's credit entitlement and require that such credits be given. Lender and Artist acknowledge that Producer shall not be in breach hereunder if a distributor fails to comply with Producer's proper advice concerning Artist's credit. Producer however agrees to forward any to all such parties any notices of failure to accord credit which may be given by Artist hereunder.

AIR

TRANSPORTATION: While Artist is required to render services during principal photography at a location more than fifty (50) miles away from Artist's principal place of residence (currently which is Los Angeles, CA), Producer agrees to provide Artist with One (1) first-class (if available) round-trip airfare from Los Angeles, CA to Fallon, Nevada and St. Petersburg, Russia, if available and if used, plus one (1) additional first-class round-trip airfare from Fallon, Nevada and St. Petersburg, Russia to Los Angeles, CA, if available and if used, if Artist's hold days exceed one (1) week in any period.

ACCOMMODATION & GROUND

TRANSPORTATION: While Artist is required to render services during principal photography at a location more than fifty (50) miles away from Artist's principal place of residence (currently which is Los Angeles, CA), Producer agrees to provide



Artist with First class hotel accommodations (room, tax, and parking charges), exclusive ground transportation to and from airport, exclusive ground transportation to and from set via towncar, full size SUV or equivalent, and a luxury class (or best available) rental car excluding locations in Russia.

SET

ACCOMMODATION: First class exclusive stand alone trailer or similar exclusive accommodation furnished with first class amenities.

PER DIEM: US \$100.00 for each day of location production.

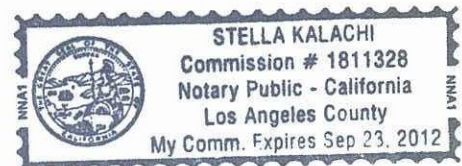
GUILD: SAG

PUBLICITY: At the request of Producer, Artist agrees to make a reasonable number of non-performing personal appearances, not to exceed four (4) for non-paying audiences to promote the theatrical release of this Production, subject to Artist's professional availability. Artist will be provided with first class round-trip transportation, first class accommodations, and exclusive ground transportation and reasonable living expenses in connection with any such publicity appearances. Artist shall cooperate with Producer and exhibitors with respect to publicity, promotion and exhibitor affiliate relations. In respect of any such personal appearances in excess of four (4), Producer and Artist shall negotiate in good faith, compensation for Artist in connection with such appearances.

APPROVALS: Producer shall retain all approvals and controls, including without limitation, the right to initiate action at any time and in any respect in connection with the Production; provided, however, that, upon the condition that Lender and/or Artist is not in material breach or default hereunder, Artist shall have the following rights of consultation and/or approval:

Still Photographs: For Stills submitted to Artist for approval hereunder, Artist shall approve not less than one-third (1/3) of the Stills in which Artist appears alone or with others who do not have approval rights and not less than fifty percent (50 %) of the Stills in which Artist appears with any other actor(s). If Artist fails to approve at least the above-indicated requisite percentage of such Stills within five (5) business days (reducible to two (2) business days if notified in writing of marketing or other business exigencies) after Artist's receipt of such Stills, then in addition to those Stills already approved by Artist, if any, Producer may designate and use the minimum number of submitted Stills in order to meet the appropriate percentage requirement.

Likeness: Producer shall submit all Likenesses to Artist for a maximum of three (3) passes. If Artist does not approve the rendering(s) submitted, Artist shall, within Five (5) business days (reducible to two (2) business days if notified in writing of marketing or other business exigencies) of Artist's receipt of such Likeness, advise Producer, in writing, of Artist's disapproval and the specific reasons therefore. Producer shall then conform such artistic rendering to Artist's reasonable requirements and resubmit the same to Artist for additional passes. For each such additional pass, Artist shall advise Producer, in writing, within five (5) business days (reducible to two (2) business days if notified in writing of marketing or other business exigencies) of Artist's receipt of such



modified Likeness if Artist has further comments. Producer shall then conform such artistic rendering to Artist's reasonable requirements. If Artist does not specifically disapprove a submitted Likeness, in writing, within the aforementioned periods and/or has not given the reason for such disapproval to Producer within the aforementioned periods, in writing, the same shall be deemed approved.

Biography: Producer shall use only a biography of Artist which has been supplied to Producer by Artist, provided that if Artist does not supply such biography Producer may compose a biography of Artist and use same upon approval thereof by Artist. Approval or disapproval of such biography shall not be unreasonably delayed and approval shall be deemed given if Artist fails to make written objection to said biography within five (5) business days of Artist's receipt of such biography.

Screenplay Approval: Artist shall have approval as to the screenplay, not be unreasonably withheld (the "Approved Screenplay"). Artist hereby acknowledges pre-approval of the screenplay dated July 28, 2008. Artist shall have approval, not be unreasonably withheld, as to any changes to the Approved Screenplay to the extent such changes materially alter Artist's role. If Artist fails to disapprove in writing any material changes within 5 business days reducible for bona fide production exigencies to 2 business days upon written notice to Artist of the exigencies requiring such reduction of Artist's receipt thereof by providing Producer with specific reasons for such disapproval, such changes shall be deemed approved.

PREMIERE:

Producer shall invite Artist and Artist's non-business companion to attend the first two United States celebrity premieres of the Production arranged by Producer, if any as well as up to two festivals. If Artist attends such Premieres or festivals, and if such is more than fifty (50) miles away from Artist's principal place of residence (currently which is Los Angeles, CA), then in connection with such Premiere, Artist and Artist's companion shall be entitled to (if available and if used for such purpose) first class round-trip air transportation from Artist's then principal place of residence to such Premiere, first class accommodations, per diem and exclusive ground transportation via towncar or full size SUV.

DVD:

If Lender and Artist perform all material services required of Lender and Artist by Producer, if Lender and Artist are not in material breach hereof, and if and when the Production becomes generally commercially available on DVD, at Lender's and/or Artist's request, Producer shall provide Artist with three (3) DVDs for Artist's personal use only, subject to any then-existing Motion Picture Association of America or other industry-wide practices which may restrict Producer's ability to furnish same, and further provided that the Production's distributor receives a copy of a customary DVD restriction documentation signed by Lender and Artist. Artist shall be afforded the right to approve any so called "bloopers" footage if any included in the DVD. Furthermore in connection with any novelizations, Artist shall have the right to preapprove any images of his character and the Role.



MERCHANDISING: Producer shall own the exclusive merchandising and commercial tie-up rights in and to the Role. Any use by Producer of Artist's name, voice, photograph and/or likeness in connection with any merchandising or commercial tie-ins, including any soundtrack album, shall be subject to Artist's prior written consent and separate negotiation for a royalty in connection therewith. Notwithstanding the foregoing, posters furnished to exhibitors only for display or promotion of the Picture, advertisements, jackets/inserts of videodiscs and cassettes, printed programs and novelizations of the story of the Picture, other publications relating to distribution and exhibition of the Picture, exhibition of any TV spot, EPK, trailer or promotional film for the Picture and inclusion of Artist's name in the artwork or billing block or approved likeness in the artwork of any of the foregoing shall be deemed to not constitute merchandising, and such use shall be permitted hereunder. Nothing herein shall prevent or restrict Producer from any product placement in the Picture, provided that, Artist shall have the right to approve any direct handling or mention of a product by Artist. Producer and Artist shall negotiate in good faith compensation for Artist in connection with any personal appearances which may be requested of Artist in connection with this paragraph.

INSURANCE: Producer shall add Lender and Artist under Producer's general liability insurance, errors and omissions and worker's compensation insurance for the Production, which shall be subject to the terms, conditions and limitations of such coverage.

DIRECTOR: The director of the motion picture intended for theatrical release currently entitled *Kerosene Cowboys* is Mario Van Peebles.

REPRESENTATIONS & WARRANTIES: Lender and Producer shall make customary representations and warranties and same shall be subsequently recited in the long form agreement.

GENERAL PROVISIONS:

Producer is not obliged to use Artist's services or any part of the results and proceeds thereof or to make, produce, release, distribute or exploit any programs hereunder and failure to do so shall not be deemed a breach of this Agreement. If Producer elects not to use Artist's services, Producer's sole obligation to Artist shall be limited to payment of Compensation as set forth above.

Compensation shall be subject to all deductions and withholdings by Producer pursuant to the SAG Agreement including any and all withholding taxes. No withholding taxes are contemplated for work done outside the United States.

Producer shall have the right to assign this Agreement in whole or in part, in any manner to any person, firm or corporation that it shall determine in order to effectuate the purposes of this agreement. Neither Artist nor Lender (if applicable) shall have the right to assign this Agreement except for the right to receive income.

Artist's grant of rights pursuant to this Agreement shall survive the termination of this Agreement. No breach of Producer's obligations under this Agreement shall entitle Artist/Lender to equitable remedies and Artist's/Lender's rights shall be limited to the right, if any, to obtain damages at law.

To the extent any of the provisions of Schedules attached hereto conflict with the terms expressed in the principal portion of this Agreement, the principal terms of the Agreement shall control.



To the extent any of the provisions of Schedules attached hereto conflict with the terms expressed in the principal portion of this Agreement, the principal terms of the Agreement shall control.

All notices required or desired to be given to any party hereto pursuant this Agreement shall be given by addressing the same to such party at the address set forth above in the first page of this Agreement, or at such address as may be designated in writing by such party in a notice to the other party given in the manner described in this paragraph. All such notices required or desired hereunder shall be in writing, facsimile or electronic transmission and if mailed by pre-paid first class, either certified or registered mail shall be deemed to have been given on the third (3rd) business day after its posting (if mailing is the only form of giving notice) or if by hand delivered or facsimile or electronic transmission, on the day of such hand delivery or facsimile or electronic transmission. Courtesy copies of all notices hereunder shall be sent in the same manner to:

Courtesy Copies to: **Manager:**

Eric Podwall
710 N. Orlando Ave.
Loft 203
W. Hollywood, CA 90069
Direct Line 323-951-0411
EMail eric@ericpodwall.com

Adam Ritholz,
Roberts, Ritholz, Levy, Sanders, Chidekel & Fields, LLP
183 Madison Ave.
Penthouse
New York, NY 10016
phone: (212) 448-1800 fax: (212) 448-0020

Please confirm your acceptance of the terms and conditions herein by signing a copy of this Agreement and return a copy to us. This Agreement shall constitute a valid and binding contract between the parties.

DATED as of September 15, 2008

AGREED TO AND ACCEPTED:
KEROSENE COWBOYS, INC.

By: [Signature]
Its: [Signature]

Big Cat Productions Inc.

By: [Signature]
Its: [Signature]

[Signature]
Joshua Chasez

