

**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.**, a SAG signatory, ("Producer") and **Ren's Sister Productions, Inc.** ("Lender") for the services of **Rachael Leigh Cook** ("Artist") as of the date set out herein.

**DATE:** As of September 2, 2008

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

**LENDER:** Ren's Sister Productions, Inc.  
360 N. Crescent Dr.  
North Bldg.  
Beverly Hills, CA 90210-6818  
EIN # 95-4138547


**ARTIST:** Rachael Leigh Cook

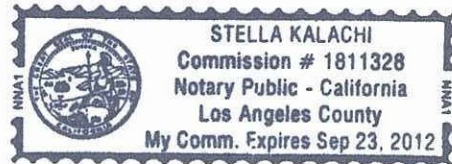
**AGENT:** Rich Hoeners  
Paradigm  
360 N. Crescent Dr.  
North Bldg.  
Beverly Hills, CA 90210-6818

**CITIZENSHIP:** United States of America

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

**ROLE:** Karen Marcus

**PERIOD OF ENGAGEMENT:** Principal photography to commence on or about January 5, 2009 *E. Role*  and to conclude on or about October 15, 2009, but no earlier than October 13, 2008 and no later than October 22, 2008 (subject to extension solely for delays caused by Artist's late application and related acceptance) for a maximum (19) days of principal photography, which shall take place over four (4) consecutive weeks.



Principal  
 50%  
 50%  
 Contingent  
 Compensation

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

**FIXED COMPENSATION:** US Two Hundred Thousand Dollars (\$200,000), pay-or-play, for a maximum of nineteen (19) days of principal photography (in total, Two Hundred Thousand Dollars (\$200,000)) payable in four (4) equal installments during each of the four (4) weeks during which Artist shall render principal photography services. The ~~entire~~ amount shall be accrued with Comerica Bank Escrow Services on the earlier of seven (7) days prior to Artist's departure from the United States or September 23, 2008. Any services beyond nineteen (19) days or beyond the four (4) consecutive weeks, as applicable, will be paid in advance provided at a daily rate of \$10,526.32 per day.

**CONTINGENT COMPENSATION:** Lender shall receive and be paid contingent compensation (e.g., box office bonus, profit participation, deferrals, etc.) in an amount and pursuant to a definition no less favorable than that provided to any other cast member providing services in connection with the Production.

**CREDIT:** No less than third position of the principal cast member above the regular title, 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 excusatory provisions. Artist's credit shall be tied in size, prominence, and duration to all other actors on screen and in the billing block. If any other principal cast member is accorded credit above or below or as part of the artwork title in paid ad or Excluded Ad (other than an award, nomination or congratulatory-type ad in which only the individual who is the subject of the ad is mentioned), then Artist's name shall also appear above or below or as part of the artwork title or in such Excluded Ad (than award, nomination or congratulatory-type ad mentioning only the specific honoree(s) or recipient(s)), respectively, in no less than third position among the principal cast members. Artist's credit shall be no less than the greater of (i) 25% of the average size of type of the "artwork" title or (ii) the size of the credit accorded any other cast member in the billing block portion of paid advertising. If any principal cast member is accorded credit in the billing block in an Excluded Ad (than award, nomination or congratulatory-type ad mentioning only the specific honoree(s) or recipient(s)), then Artist shall be accorded credit in the billing block in such Excluded Ad. 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 ad or artwork, Artist shall also be accorded credit. If the likeness of any other principal cast member appears in a paid ad or Excluded Ad (other than an award, nomination or congratulatory-type ad in which only the individual who is the subject of the ad appears), then the likeness of Artist shall also appear in such paid ad or Excluded Ad in substantially the same size, given effect to the perspective and proportion of such likeness.

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 herein, 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 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.

**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 and from any location(s), and one (1) additional first-class ticket to and from any location(s) and Los Angeles, if available and if used, if Artist's hold days equal or exceed one (1) week.

**ACCOMMODATION  
& GROUND**

**TRANSPORTATION:**

While Artist is required to render services during principal photography at a location(s) 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 which shall consist of a one (1) bedroom suite and such accommodations shall be no less favorable than that provided to any other individual (room, tax, and parking charges), exclusive ground transportation to and from airport, non-exclusive ground transportation to and from set, shared only with other above-the-line personnel, and a rental car.

**SET**

**ACCOMMODATION:**

First class stand alone trailer or similar accommodation furnished with first class amenities, which trailer or accommodations (and amenities) are to be no less favorable than that provided to any other individual.

**PER DIEM:**

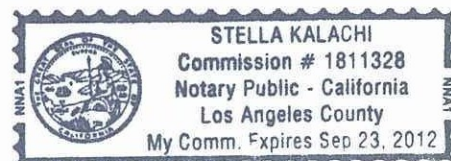
US One Hundred Dollars (\$100.00) for each day of location production.

**GUILD:**

SAG

**PUBLICITY:**

At the request of Producer, Artist agrees to make a reasonable number of non-performing personal appearances for non-paying audiences to promote the theatrical release of this Production, subject to Artist's professional availability. Artist will be provided with two (2) first class round-trip transportations, two (2) 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.



**CONSULTATION:**

Artist shall have a right of consultation with respect to the "look" of her hair, makeup, and wardrobe.

**APPROVALS:**

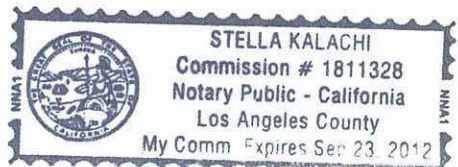
Producer shall retain all approvals and controls, including without limitation, the right to initiate action at any time and in any respect in connection with the Production; provided, however, that, upon the condition that Lender and/or Artist is not in material breach or default hereunder, Artist shall 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 fifty percent (50%) 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 such appropriate number of submitted Stills in order to meet the appropriate percentage requirement.

**Likeness:** Producer shall submit 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 to be unreasonably withheld (the "Approved Screenplay"). Artist hereby acknowledges





pre-approval of the screenplay dated \_\_\_\_\_, 2008. Artist shall have approval, not to 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 five (5) business days reducible for bona fide production exigencies to two (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 United States celebrity premiere of the Production, if any. If Artist attends such Premiere, and if such Premiere 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, US One Hundred Dollars (\$100.00) per diem and exclusive ground transportation.

**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 one (1) DVD 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.

**NUDITY:**

Producer agrees that there shall be no nudity (or the doubling thereof).

**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.

**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.

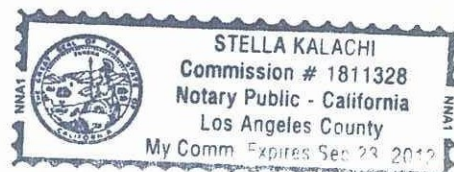
Producer shall have the right to assign this Agreement in whole or in part, in any manner to any person, firm or corporation that it shall determine, provided that entity assumes in writing all obligations of Producer. Notwithstanding the foregoing, if such assignment is not to a major studio or U.S. television network, Producer shall remain liable for all obligations hereunder. Neither Artist nor Lender (if applicable) shall have the right to assign this Agreement.

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.

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: Randy James  
James Levy Jacobson  
3500 W. Olive Ave. #1470  
Burbank, CA 91505

Michael Fuller  
Attorney At Law  
7494 Santa Monica Blvd.  
Suite 202  
West Hollywood, CA 90046





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 2, 2008

AGREED TO AND ACCEPTED:

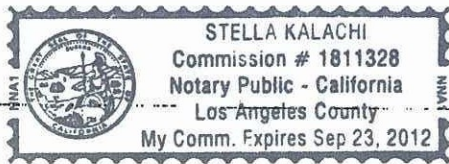
KEMOSEN COWBOYS, INC.

By:   
Its: \_\_\_\_\_

Don's Sister Productions, Inc.

By:    
Its: President

  
Rachel Leggett



P.S

17 Oct 2008 4:02PM HP LASERJET FAX

Schedule "A"

Standard Terms and Conditions

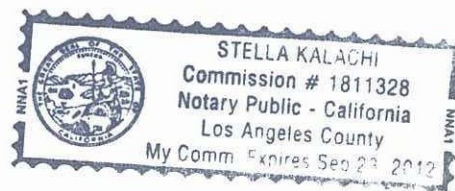
Any terms capitalized herein without further definition have the meaning provided for them in the actor agreement ("Agreement") made between Kerosene Cowboys, Inc. ("Producer") and Ben's Sister Productions, Inc. ("Lender") for the services of Rachael Leigh Cook ("Artist") as of September 2, 2008. If there is any conflict between these standard terms and conditions and the Artist Short Form Deal Memo, the Agreement shall govern.

**A. Ownership and Rights Granted.** Artist, in Artist's capacity as employee-for-hire, agrees that Producer and its licensees, successors and assigns shall own, forever and throughout the universe, all rights of every kind and nature in and to the results and proceeds of Artist's services hereunder (all of which shall be deemed a "work-made-for-hire" for Producer), including without limitation the right to dispose of in any manner and through any media any and all such results and proceeds, and all copyrights pertaining thereto and extensions and renewals thereof. To the extent necessary to fully vest all such rights in Producer, Artist hereby irrevocably grants, assigns and transfers to Producer any and all such rights not so vested in Producer. Further, Producer may sell, use, license and otherwise exploit the Picture, such results and proceeds and/or any portion or element thereof throughout the universe (alone or combined with other material), by means of television, theatrically, non-theatrically, on cassettes, discs, video games and interactive and computer-assisted media and/or in any other manner, method, or medium, whether now known or hereafter devised. Without limiting the generality of the foregoing, Producer may produce and license the Picture for initial broadcast, or for rebroadcast, on a network basis, in syndication or otherwise, in its presently contemplated length or a longer or shorter version or combined with other material as a longer program. Producer shall have the right to produce, cut, edit, add to, subtract from, arrange, rearrange and revise in any manner the Picture and all materials relating thereto performed, composed, submitted or interpolated by Artist hereunder. Neither the expiration nor termination of this Agreement shall affect Producer's ownership of the Picture or the results and proceeds of Artist's services or Producer's other rights hereunder.

**B. Advertising and Exploitation Rights.** Artist grants to Producer and its licensees, successors and assigns, forever and throughout the universe, the exclusive right to use the results and proceeds of Artist's services for any and all purposes whatsoever, including without limitation those described below, and the non-exclusive right to use, subject to Artist's approval rights

set forth in the Agreement, Artist's name, photograph, likeness, voice and/or biography in and in connection with the advertising, promotion and exploitation of the Picture, or any part thereof, and the exploitation of any right in connection therewith or derived therefrom, sound recordings (whether or not the results or proceeds of Artist's services are included therein), novelizations, books or other publications relating to the Picture (in which the use of Artist's name or likeness is not the primary subject matter of such literary material or publication), for informational purposes, "institutional advertising" of any broadcaster of the Picture and its licensees and assigns, all products, commodities and/or services including without limitation so-called commercial tie-ups (as that term is commonly known and utilized in the motion picture industry) relating to the Picture and the advertising, publicity and promotion of any of the foregoing, provided that with respect to such commercial tie-ups, Artist shall not be represented as using, consuming or endorsing any product, commodity or service without Artist's consent. In no event shall Artist's name or likeness be used in connection with firearms, alcohol, tobacco, personal hygiene, religion and politics. Notwithstanding anything to the contrary, the exhibition of the Picture by any media, even though a part of or in connection with a commercially sponsored program, shall not be deemed an endorsement of any nature.

**C. Merchandising.** Subject to approvals in the agreement, producer shall own the exclusive merchandising, commercial tie-up, and publishing undertaking right whatsoever in and to the Role throughout the universe; provided that use by Producer of Artist's name, voice, photograph and/or likeness in connection with any merchandising or commercial tie-ins shall be subject to Artist's consent. Notwithstanding the foregoing, the soundtrack recordings from the Picture (including the use of Artist's voice on a soundtrack album not exceed two (2) minutes in length), posters furnished to exhibitors only for display or promotion, advertisements, jackets/inserts of videodiscs and cassettes, printed programs and novelizations of the story of the Picture and other





restrain Producer's exercise of any of the rights granted to Producer hereunder.

Artist acknowledges and agrees that the services to be rendered by Artist hereunder are of a special, unique, unusual, extraordinary and intellectual character, making them difficult to replace and giving them a particular value, the loss of which cannot be reasonably compensated in damages in an action at law; that if Artist breaches any provision of this Agreement, Producer will be caused irreparable harm; and that, therefore, Producer shall be entitled, as a matter of right, at its election, to seek to enforce this Agreement and all of the provisions hereof by injunction or other equitable relief.

Artist hereby expressly recognizes that in the event of a failure or of an omission by Producer constituting a breach of Producer's obligations of this Agreement, the damage (if any) caused Artist by Producer thereby is not irreparable or sufficient to entitle Artist to injunctive or other equitable relief. Consequently, Artist's rights and remedies in the event of a failure, omission or default constituting a breach by Producer under the terms of the present Agreement, shall be limited to Artist's rights, if any, to recover damages in an action at law, and in no event shall Artist be entitled by reason of any such breach to rescind this Agreement or any of the rights granted to Producer hereunder, or to enjoin or to restrain the distribution or exhibition of the Picture.

The remedies herein provided shall be deemed cumulative and the exercise of one shall not preclude the exercise of any other. Artist specifically agrees that Producer may seek to recover by appropriate action the amount of the actual damage caused Producer by any failure, refusal or neglect of Artist to keep and perform Artist's agreements, representations and warranties herein contained. No waiver by either of the parties hereto of any failure by the other party to keep or perform any covenant or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same, or any other, covenant or condition.

**G. Insurance.** Artist shall assist Producer in securing customary insurance by submitting to customary medical examinations and by signing such instruments as may be reasonably required in connection therewith. In the event Artist fails to qualify for such insurance at customary rates, Producer shall have the right to terminate this Agreement without obligation to Artist.

**H. Transportation and Living Expenses.** Artist shall use the method, means and devices of transportation furnished or designated by Producer in connection with any travel that Artist is required to undertake pursuant to the terms of this Agreement. From the date hereof until the completion of all services required of Artist, Artist shall not travel in an aircraft other than as a passenger on a regularly scheduled commercial airline. For the period during which Artist is rendering services at any overnight location(s), Producer shall furnish to Artist living accommodations and per diem in accordance with the terms of this Agreement.

**I. SAG Agreement.** This Agreement is subject to the SAG Agreement. Producer is a signatory to the SAG Agreement and will pay all required contributions on Artists behalf as are required by SAG. Except as expressly provided herein, Producer shall be entitled to the maximum benefits provided for in the SAG Agreement. To the extent any provision of this Agreement conflicts with the mandatory provisions of the SAG Agreement or any applicable law or regulation, the latter shall prevail; provided, that the provision(s) of this Agreement so affected shall be limited only to the minimum extent necessary to comply with such SAG Agreement, law or regulation. In the event the SAG Agreement requires the payment of compensation to Artist in addition to that provided herein, such additional compensation shall be paid at the minimum applicable rates specified in said SAG Agreement.

**J. Communications Act.** Reference is made to Section 507 of the United States Federal Communications Act which provides, in part, as follows:

"[A]ny person who, in connection with the production or preparation of any program or program matter which is intended for broadcasting over any [television] station, accepts or agrees to accept, or pays or agrees to pay, any money, service or other valuable consideration for the inclusion of any matter as a part of such program or program matter, shall, in advance of such broadcast, disclose the fact of such acceptance or payment or agreement to the payee's employer, or to the person from whom such program or program matter is being produced, or to the licensee of such station over which such program is broadcast....[A]ny person who supplies to any other person any program or program matter which is





intended for broadcasting over any [television] station shall, in advance of such broadcast, disclose to such other person any information of which he has knowledge, or which has been disclosed to him, as to any money, service or other valuable consideration which any person has paid or accepted, or has agreed to pay or accept, for the inclusion of any matter as part of such program or program matter."

Artist acknowledges that Artist is familiar with the requirements of said Section and is aware that the violation of any of the provisions thereof constitutes a criminal offense. Artist represents and agrees that Artist has not violated and will not violate any of the provisions of said Section, and that Artist has not and will not do any act which would require disclosure pursuant to said Section.

**K. Breach; Disability; Force Majeure**

(i) Suspension. The running of time under this Agreement and Producer's obligations hereunder shall be automatically suspended upon the occurrence and during the continuance of any of the following contingencies, and for a period thereafter reasonably sufficient to enable Producer to resume utilization of Artist's services: (a) If Artist shall commit a breach of this Agreement, or either Artist or Artist's representative shall indicate that Artist intends to do so or Artist shall fail to give written affirmation of Artist's intention fully to perform hereunder within twenty-four (24) hours after receipt of Producer's request that Artist so affirm (hereinafter referred to as "Default"); or (b) If Artist shall be prevented from, or interfered with, in the rendition of services by illness, physical or mental disability, accident, military service or other cause which would make Artist's failure to render services excusable at law, or if Artist becomes physically disfigured (hereinafter referred to as "Disability"). Producer shall have the right to lift any suspension hereunder at any time prior to the cessation of the event giving rise to such suspension.

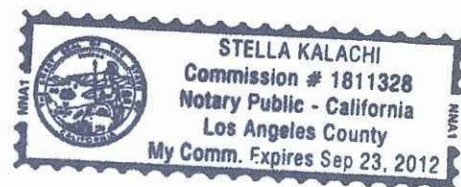
(ii) Cure. In the event of any breach by Artist, Producer shall provide notice of breach to Artist, and Artist shall have a period of three (3) business days in which to cure such breach, prior to any remedy exercised by Producer hereunder.

(iii) Extension; Reduction. Producer may extend the period for which Artist is employed hereunder, and all dates, for a period equal to all or any part of the period during which any suspension continues hereunder by

written notice given to Artist on or before the later of (a) the expiration of such period of employment, (b) the termination of such suspension, or (c) ten (10) days after the end of the Default or Disability. Any period for which Producer has guaranteed compensation to Artist hereunder, and the amount of such guaranteed compensation, may be reduced by an amount equal to the period of such suspension and by the amount of guaranteed compensation applicable to such period of suspension, respectively.

(iv) Termination. Producer may terminate this Agreement at any time during a suspension hereunder or within two (2) weeks following the end of such suspension or the Default or Disability giving rise thereto. A termination under this subparagraph or otherwise shall relieve Producer from all of its obligations hereunder; provided, however, that if such termination is due to a reason other than Artist's Default, then Producer shall not be relieved of its obligation to compensate Artist for services rendered prior to the date of such termination.

L. Miscellaneous. Producer shall have the right at any time to assign or otherwise transfer this Agreement, in whole or in part, or any or all of Producer's rights or obligations hereunder to any person or other entity, subject to the terms set out in the Agreement. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, licensees and assigns of Producer and Artist; provided that the services to be rendered by Artist hereunder are of the essence of this Agreement and such services shall not be delegated to any other person or entity. This Agreement expresses the entire understanding of the parties with respect to the subject matter hereof. No modification of this Agreement shall be valid unless in writing and signed by the party to be charged with such modification.





Schedule "B"

Conditions of Engagement of Artist

In these conditions the expression "Artist" and words importing the masculine gender shall be construed as feminine where applicable and the singular shall include the plural.

1. The Artist will:

(a) render to the best of her skill and ability and on a first priority basis during the guaranteed period all such services as are usually rendered by a film or television actor of first class repute for the purpose of playing the Role at such times and places and in such manner as the Producer may reasonably require during the production of the Picture;

(b) wear such clothes, wigs and make-up and her hair in such styles as the Producer may reasonably require;

(c) not without the prior written consent of the Producer, make any statement or supply any confidential information which is identified as such, relating to the Picture or the terms hereof or to the Artist's services hereunder or to the affairs of the Producer (but this shall not prevent proper disclosures of information to the Artist's professional advisers);

(d) comply with all reasonable rules and regulations made by the Producer;

(e) keep the Producer informed of the Artist's whereabouts and telephone number;

(f) use her best endeavors to attain and maintain such a state of health as will enable the Artist to render her services hereunder as effectively as possible and as will enable the Producer to effect insurance on normal terms on the Artist against loss arising from her inability to perform the said services and make true and accurate replies and statements for the purpose of any such insurance;

(g) at a reasonable time when so required attend and submit to such usual and customary medical examination as the Producer or its medical advisers deem necessary for the Producer's insurance purposes

including self-insurance and the Artist shall be entitled at her own cost and expense to have her own physician present at any such examination. The Artist will have no right, title or interest in or to such insurance;

(h) not voluntarily engage in any hazardous pursuit nor take any risk, the taking of which would invalidate or affect any normal policy of insurance on the life or health of the Artist or might interfere with the Artist's performances hereunder nor (except with the consent of the Producer) fly otherwise than on a scheduled airline of a domestic or international carrier from the date two (2) weeks before the starting date until completion of all principal photography services required of the Artist hereunder;

(i) upon completion of her services hereunder return to the Producer in good condition (fair wear and tear excepted) all property and wardrobe provided by the Producer;

(j) not at any time whether during or after the subsistence of this Agreement, take part or be concerned in the performance broadcasting or recording of any words music or actions that form part of the Role hereunder;

(k) not incur any liability on behalf of the Producer nor pledge its credit nor represent that he is entitled to do so;

(l) not be required to undertake without her prior consent any act or performance which he shall reasonably consider to be hazardous or dangerous;

(m) apply for or assist the Producer in applying for membership of foreign labour organizations or for work permits passports and visas and such other matters as may be necessary to enable the Producer to make full use of the Artist's services hereunder;





2. Artist undertakes to do any and all acts and execute any and all documents in such manner and at such location as may be required by the Producer in its sole discretion in order to evidence, protect, perfect, or enforce any of the rights granted or confirmed to the Producer by the Artist pursuant to this Agreement. As security for the performance by the Artist of the Artist's obligations under this Agreement, if the Artist shall have failed following seven (7) days' notice from the Producer to execute any document or perform any act required pursuant to this Agreement, the Producer shall have the right to do so in the place and stead of the Artist as the lawfully appointed attorney of the Artist and the Artist undertakes and warrants that the Artist shall confirm and ratify, and be bound by, any and all of the actions of the Producer pursuant to this paragraph. Such authority and appointment shall take effect as a power coupled with an interest and is therefore an irrevocable appointment. If Producer signs any documents as Lender's or Artist's attorney-in-fact, Producer will promptly provide Lender and/or Artist with copies of any such documents; provided, however, that Producer's inadvertent failure to do so shall not constitute a breach hereunder.

3. There is hereby irrevocably granted to the Producer in perpetuity by the Artist throughout the universe:

(a) the right to issue and authorize publicity concerning the Artist, and to use, subject to Artist's approval rights as set forth in the Agreement, Artist's name, voice, physical likeness, biographical data and other personal identification in connection with the distribution, exhibition, advertising, merchandising and other exploitation of the Picture and the right to use and reproduce (and to authorize others to do likewise) photographic reproductions of the Artist's physical likeness and recordings of her voice and other sound effects taken or made from any of the Artist's performances hereunder and the Artist's name and biography for and in connection with the distribution, exhibition, advertising, publicizing, merchandising, exhibition and commercial exploitation of the Picture and the Artist's said role or character therein in such a manner and media and for such purposes as the Producer may require including but not by way of limitation publications, by-products, tie-ins, merchandise, commodities and services of every kind if reference is made to the Picture or the literary property

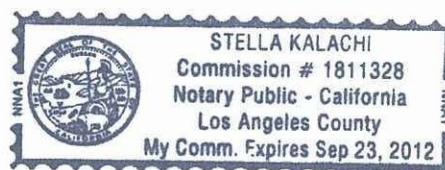
or screenplay upon which the Picture is based or any part thereof or to the Artist's engagement hereunder PROVIDED THAT (except with the Artist's written consent which shall not be unreasonably withheld) no use shall be made of the Artist's name, photograph, likeness, recording, or biography as aforesaid pursuant to the exercise by the Producer (or its assigns or licensees) of the rights herein above granted so as to suggest that the Artist personally uses or recommends any commercial goods or services independently of the Picture. The Artist will not at any time issue or authorize publicity or disclose any confidential information relating to this engagement or the Picture or the Producer (as distinguished from personal publicity relating solely to the Artist) to the press or media without the Producer's consent in each case, such consent not to be unreasonably withheld, and shall in any event not at any time do or say anything detrimental about this engagement, the Picture or the Producer;

(b) the right to "dub" (as understood in the film industry) the voice and other sound effects of the Artist or simulate the Artist's voice in English and all other languages to such extent as the Producer may desire provided however, that, the Producer will not dub the Artist's voice in the English language except as follows: (i) when necessary to expeditiously meet the requirements of foreign exhibition; (ii) when necessary to expeditiously meet censorship or broadcast requirements, both foreign and domestic; (iii) when the Artist shall fail and refuse to render the required services, or when the Artist is not readily available on reasonable advance notice; or (iv) when, in the Producer's opinion the Artist's voice, accent or other performances hereunder including singing and playing music, does not meet the Producer's requirements in connection with the role;

(c) the right to "double" (as understood in the film industry) any action of the Artist in the Picture including inter alia any action which in the opinion of the Producer may be dangerous or hazardous or which the Artist refuses to perform under Condition 1 above;

(d) the right to represent the voice of any person dubbed as aforesaid or the performances of any person doubled as aforesaid is that of the Artist, save that such double shall so far as is possible be visibly indistinguishable from the Artist on the screen;

(e) the right to use the name, voice and likeness of the Artist in connection with phonograph records, tapes





and other audio devices now known or hereafter devised (herein "sound-track records") produced, reproduced or containing material from the sound-track of the Picture or any part thereof, including in connection with the covers of any such soundtrack records. No additional payments shall be paid to the Artist for such uses.

4. The Producer shall provide the Artist with all required wearing apparel (such apparel to be returned in accordance with Condition 1 above). All wardrobe furnished or paid for by the Producer shall be and remain its property and shall be returned promptly to the Producer.

5. The Artist's services and the rights granted to the Producer are of a special, unique, unusual, extraordinary and intellectual character giving them a peculiar value, the loss of which cannot be adequately compensated in any action at law. A breach hereof by the Artist shall cause the Producer irreparable injury and the Producer shall be entitled to seek and obtain

injunctive and other equitable relief to secure enforcement of the Agreement, but resort to such relief shall not waive the Producer's other rights.

6. No waiver by either party hereto of any breach by the other party of any term hereof shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other term.

7. During the term of the Agreement and for all purposes whatsoever, the Artist is and will be an independent contractor engaged under a contract for the provision of services. The Artist will not be a servant or employee of the Producer or of any of its associated or subsidiary companies.

8. The Agreement is not a partnership between or joint venture by the parties hereto and neither party is the agent of the other. The Agreement is not for the benefit of any third party, whether or not referred to herein. Captions and organization are for convenience only and shall not be used to construe meaning.

