

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 **Troy Garity** ("**Artist**") as of the date set out herein.

DATE: As of September 17, 2008

**CONDITION
PRECEDENT:**

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

ARTIST:

Troy Garity
c/o Creative Artists Agency
2000 Avenue of the Stars
Los Angeles, CA 90067
Tel.: (424) 288-2000
SS# _____

AGENT:

Jim Toth
c/o Creative Artists Agency
2000 Avenue of the Stars
Los Angeles, CA 90067
Tel.: (424) 288-2000

CITIZENSHIP:

United States of America

PRODUCTION:

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

ROLE:

Luke Babbiniaux

**PERIOD OF
ENGAGEMENT:**

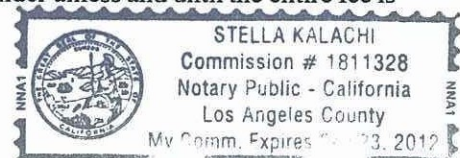
Principal photography to commence on January 5, 2009 for 28 consecutive days of principal photography.

LOCATION:

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

**FIXED
COMPENSATION:**

US \$65,000 (SAG Schedule F) on a "pay or play basis" with 50% of fee to be escrowed with CAA no later than November 18, 2008 and the balance to be escrowed with CAA no later than December 18, 2008. For the avoidance of doubt, Artist shall have no obligation hereunder unless and until the entire fee is



placed in escrow with CAA. Artist shall be entitled to overages at the rate of \$2,321.42 for any services (other than publicity services) in excess of the 28 consecutive days of principal photography commencing on the start date as set forth above. The Fixed compensation is on a favored nations basis with all cast other than the three lead roles.

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 accorded in alphabetical order after the three lead roles (and the credits shall state that they are in alphabetical order). Artist's credit shall be tied above the title and in size, prominence, and duration to all other actors on screen and in the billing block and in the key art. 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 in the key art or paid or excluded ads, Artist's likeness shall also appear in no less size or prominence than any other cast member's likeness.

All other aspects of Artist's credit shall be determined by Producer in its sole discretion. Following receipt of written notice by Artist 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 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. Artist 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 Fallon, Nevada and one (1) first-class (if available) round-trip airfare to St. Petersburg, Russia, if available and if used, plus one (1) additional first-class round-trip airfare from Fallon, Nevada to Los Angeles, CA (or Los Angeles to Fallon, Nevada) and one (1) first-class (if available) round-trip airfare from St. Petersburg, Russia to Los Angeles, CA (or Los Angeles, CA to St. Petersburg, Russia) for Artist or Artist's guest.

**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 (a one bedroom suite, 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 an exclusive car and driver as required by Artist while in Russia and a full sized rental car while in the United States. The terms of Artist's travel and accommodations are on a favored nations basis with all other cast.

SET ACCOMMODATION: First class stand alone trailer or similar accommodation furnished with first class amenities on a favored nations basis with all other cast.

PER DIEM: US \$100.00 for each day of location production (on a favored nations basis with all other cast).

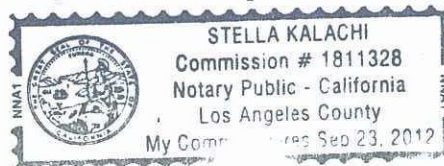
GUILD: SAG

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 and consent in each instance. Artist will be provided with first class round-trip transportation for two, 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.

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 Artist 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.

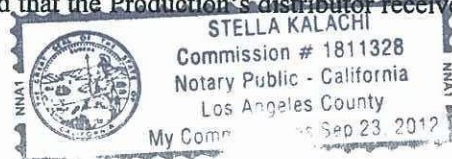
Screenplay Approval: Artist shall have approval as to the screenplay, not be unreasonably withheld (the "Approved Screenplay"). Artist hereby acknowledges pre-approval of the screenplay dated July 28, 2008. Artist shall have approval, not be unreasonably withheld, as to any changes to the Approved Screenplay 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 United States celebrity premiere of the Production arranged by Producer, 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, per diem and ground transportation.

DVD:

If Artist perform all material services required of Artist and Artist by Producer, if Artist and Artist are not in material breach hereof, and if and when the Production becomes generally commercially available on DVD, at Artist'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 Artist and Artist.

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 for the Picture, 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 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:**

Artist and Producer shall make customary representations and warranties and same shall be subsequently recited in the long form agreement. Producer represents and warrants that it is a SAG signatory.

**GENERAL
PROVISIONS:**

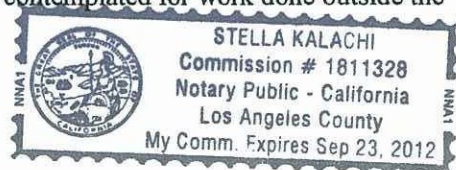
The results and proceeds of Artist's services may be used in the one Picture and the promotion and publicity of the Picture and any other use shall be subject to Artist's prior written consent in each instance. Producer is not obliged to use Artist's services or any part of the results and proceeds thereof 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.

Producer shall defend, indemnify and hold Artist harmless from any and all claims or causes of action (including attorneys fees) arising out of or relating to the development, production, distribution and/or exploitation of the Picture and any element thereof.

Artist shall have a 12 hour turnaround on a "portal to portal" basis on a daily basis.

Artist shall have the right to approve the use of any behind the scenes footage in which he appears and Producer may not use any blooper footage in which Artist appears without Artist's prior written consent.

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. Neither Artist nor Artist (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/Artist to equitable remedies and Artist's/Artist'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 to 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: **Howard Fishman**
Hirsch Wallerstein Hayum Matlof + Fishman, LLP
10100 Santa Monica Boulevard, Suite 1700
Los Angeles, CA 90067
(310) 703-1730 Direct (310) 703-1799 Fax

The Standard Terms and Conditions attached hereto as Schedule A shall remain subject to good faith negotiation within customary industry parameters but shall be on a favored nations basis with all other cast.

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.

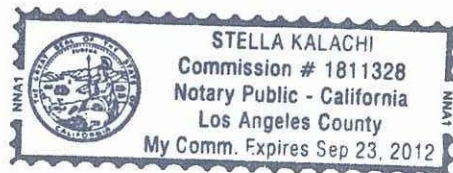
DATED as of September 17, 2008

AGREED TO AND ACCEPTED:

KEROSENE COWBOYS, INC.

By: [Signature]
Its: President

Troy Garity
[Signature]



EXECUTIVE PRODUCER AGREEMENT

The following are the terms of agreement (the "Agreement"), dated as of September 17, 2008 between Kerosene Cowboys, Inc ("Producer") and Troy Garity ("Artist") in connection with the motion picture entitled "Kerosene Cowboys" (the "Picture").

1. CONDITIONS PRECEDENT: All of Producer's obligations hereunder are conditioned upon Artist not being terminated for material breach of any material obligation hereunder.
2. SERVICES: Artist shall render services on a non-exclusive basis as an executive producer of the Picture.
3. BOX OFFICE BONUSES: Artist shall receive \$30,000 when first of either of the following occur: (i) the domestic box office (i.e., U.S. and Canada) receipts ("DBO") of the Picture reach three times the actual, direct cost of production (with no indirect charges whatsoever) "Direct Costs"; or (ii) the worldwide gross receipts of the Picture from any and all sources, including, without limitation, DVD revenue ("Gross Receipts") equal three times the Direct Costs. Artist shall receive an additional \$30,000 when the first of either of the following occur: (i) the DBO reaches four times Direct Costs; or (ii) Gross Receipts equal four times Direct Costs. It is anticipated that the Direct Costs will not exceed \$10,000,000. Producer shall provide Artist with a statement of the Direct Costs prior to release of the Picture. Producer shall provide Artist with quarterly accounting statements and Artist shall have customary audit rights.

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

KEROSENE COWBOYS, INC

By: _____

Title: President

ACCEPTED AND AGREED TO:

TROY GARITY:

Troy Garity

