

Oh Yeah, Inc. *SA***DIRECTOR BORROWING AGREEMENT**

This Director Borrowing Agreement (this "Agreement") is made as of July 22, 2008 by and between ~~MVP Films Inc.~~ (Fed. Tax ID # _____), for the services of Mario Van Peebles ("Director"), at c/o Fortitude 8619 Washington Blvd. Culver City, CA. 90232, and Svarog- Afterburner Films, Inc. a Nevada corporation at c/o Collective Films 9100 Wilshire Boulevard, Suite 700, West Tower Beverly Hills, CA 90212 ("Producer"),

1. ENGAGEMENT: Upon the terms and conditions herein specified, Producer agrees to borrow from Lender and Lender agrees to lend to Producer the directing services in connection with the theatrical motion picture currently entitled "Kerosene Cowboys" (the "Picture"). Producer agrees that Director will have sole credit as Director on the film and that DGA rules for International Productions apply to this film.

2. CONDITIONS PRECEDENT/TERM: Pursuant to terms and conditions satisfactory to Producer, Producer shall have no obligations under this Agreement unless and until:

- (a) Producer receives a fully-executed copy of this Agreement and the Certificate of Engagement, each signed by Director and Lender, as applicable;
- (b) Director's and Lender's completion, to Producer's satisfaction, of the Form I-9 (Employment Eligibility Verification Form) and Director's submission to Producer of original documents, satisfactory to Producer, to prove Director's/Lender's employment eligibility;
- (c) Producer receives all documents necessary for employment eligibility pursuant to the laws of the applicable jurisdiction(s);
- (d) The final budget for the Picture has been approved by Producer; and
- (e) Producer secures a completion guaranty in connection with the production of the Picture in accordance with the final approved budget and in form and substance acceptable to Producer and the Picture's production lender.

In no event shall the performances of any obligations under this Agreement by Producer prior to the satisfactions of the Conditions Precedent set forth hereinabove constitute a waiver of these Conditions Precedent.

The term for the rendering of services by Director hereof shall commence at such time, if at all, upon satisfaction of the Conditions Precedent and on a date designated by Producer in writing to Director or Lender (the "Production Notice") and shall continue thereafter until the completion of all of Director's required services in connection with the Picture (the "Term"). If Producer does not send a Production Notice to Lender by ~~August~~ 1, 2008 Lender may terminate this agreement by written notice to Producer unless Producer within five (5) business

"Kerosene Cowboy" - Director Agreement

December
SA



days of receiving such written notice from Lender send a Production Notice to Lender.

3. **SERVICES:** If Producer sends the Production Notice, then Lender shall cause Director to render the services set forth below. Provided Director fully performs all required services and is not in breach or default of the material terms hereof, Director shall be employed as a director of the Picture on a pay-or-play basis as set forth in Paragraph 4(c)(ii) below.

- (a) Development, Pre-Production, Principal Photography: Lender shall cause Director to be available to render development and pre-production services rendered by directors in the motion picture industry in the greater Los Angeles area of California, and will agree to undertake a location search at a time to be designated by Producer if Producer so requires. The Picture will be "set for production" when the Conditions Precedent have been satisfied and the final screenplay has been approved by Producer. Director's exclusive services in connection with the Picture shall commence on the date specified in the Production Notice which, if the Production Notice is sent, shall be no later than October 15, 2008, and shall be rendered exclusively thereafter through completion of all photography and until completion of Director's cut. The start date of principal photography shall be as Producer designates in writing. Director will not, during such exclusive period (including periods of suspension), render any services for Director's own account or others without Producer's prior written consent in each case. During any and all other times, Lender shall cause Director to render development and pre-production services on a non-exclusive but first priority and regular, in person basis, if Producer so requires; provided that Director shall not render services for Director's own account or for others, that would materially interfere with the services required by Producer. It is agreed by the parties that Director will be engaged for a period of 6 weeks of principal photography and 2 weeks of post. Producer acknowledges that following the 4 week Russian shoot, Director becomes an At Will player and the remainder of the shoot is Per his professional availability. During this "At Will" phase, Director shall act as a "consultant" on the; shooting, directing, coordinating, editing of the film.

(b) Post-Production: Lender shall cause Director's post-production services to be rendered on an exclusive basis until Director's cut of the Picture, and on a non-exclusive but first priority and regular, in person basis if Producer so requires, through the post-production period until completion of the final corrected answer print. Nevertheless, Director's other undertakings shall not interfere in any way with Director's post-production services hereunder or with the post-production time schedule agreed to by Producer in writing. In connection with post-production:

- (i) Cooperation with Editor: Lender hereby warrants and agrees that Director will do nothing to hinder or delay the assemblage of film by the



Editor in order that the assembled sequences will be completed immediately following the completion of principal photography of the Picture and the parties hereto agree that Director will have consultation rights on selection of the editor.

(ii) Post-Production Schedule: Attached hereto marked Exhibit "A" and by this reference incorporated herein is a schedule for the post-production work on the Picture which has been agreed to by Lender, Director and Producer;

(iii) Director's Cut/Preview: Director shall have two cuts and two previews; and

(iv) Promotional Films: Lender shall cause Director to also render services in connection with promotional films, trailers and electrical transcriptions produced in connection with the advertising and exploitation of the Picture. No additional compensation shall be payable for the services and uses referred to herein. Producer will consult with Director in connection with the production of the electronic press kit and any "making of" promotional films.

(c) Benefits: During the period of principal photography of the Picture Producer shall provide Director with an office and the services of an assistant.

4. COMPENSATION: As full and complete consideration for all of Director's services and Lender's undertakings hereunder, and for all rights granted and representations, warranties and agreements made hereunder, and subject to Producer electing to proceed with production of the Picture as set forth in the Production Notice and Conditions Precedent, Producer agrees to pay Lender the following sums in the following manner:

(a) Fixed Compensation:

(i) If (i) Director is engaged on a "pay-or-play" basis as set forth in Paragraph 4(c)(ii) below and (ii) Lender and Director are not in breach or default of this Agreement, Producer will pay Lender the following Fixed Compensation; (i) If the "direct cost budget" of the Picture is U.S. \$9,000,000 or less an amount equal to \$300,000; or (ii) if the direct cost budget of the Picture is more than U.S. \$9,000,000 but not more than U.S. \$12,000,000 an amount equal to \$400,000; or (iii) if the direct cost budget of the Picture is more than U.S. \$12,000,000 an amount equal to \$550,000; which amount shall accrue and be payable in the following installments:

(A) Twenty percent (20%) of the Fixed Compensation shall commence to be paid upon the later of the first draw down from the



Production Loan or commencement of Director's exclusive services as set forth in Paragraph 3(a), and will be payable in equal weekly installments over the applicable period;

(B) Sixty percent (60%) of the Fixed Compensation shall be payable in equal weekly installments over the period of principal photography;

(C) Ten percent (10%) of the Fixed Compensation shall be payable upon completion of Director's cut of the Picture; and

(D) Ten percent (10%) of the Fixed Compensation shall be payable upon satisfactory delivery to Producer of the answer print in accordance with Paragraph 9 below.

(E) Full amount of all compensation to be escrowed with Comerica Escrow Services by September 30, 2008 or when the Work Permit referenced in 2-c above is received and Director shall be considered "Pay or Play" at that time.

(F) The parties acknowledge that \$5,000 has been paid to date against the foregoing for the initial re-write of the script.

"The direct cost budget" is defined as the approved budget as it exists on the first day of principal photography after deducting the costs associated with the following: completion bond fee, the financing costs of the Picture, the contingency, any marketing costs or items, the cost of any delivery items other than an answer print or video master of the Picture.

(ii) Lender and Director hereby acknowledge that the Fixed Compensation as hereinabove specified is a "flat, all-in fee," and Lender and/or Director shall not be entitled to any additional and/or so-called "overage" compensation for any services rendered by Director during the development, pre-production, production or post-production phases, or for additional post-production services rendered by Director. Without limiting the generality of the foregoing, no additional compensation shall be payable to Lender or Director if the actual principal photography period for the Picture shall exceed the scheduled principal photography period, nor for any services rendered pursuant to Paragraph 5. Notwithstanding the foregoing if principal photography is halted for any period in excess of two weeks for any reason other than a force majeure or director disability or director default hereunder or a customary holiday hiatus then if Director is required to be available to resume services at the termination of such period Lender shall be paid an additional \$30,000 per week for each such additional week beyond two weeks pro-rated for any period of less than a week.



(b) Contingent Compensation: In the event Producer produces the Picture, the picture is released and as released, the Picture is directed solely by Director and Director is entitled to a "directed by" credit in connection with the Picture, in addition to the Fixed Compensation payable under Paragraph 4(a), subject to Lender and Director not being in breach or default of the material terms hereof, Lender shall be entitled to seven and one half percent (7.5%) of all Defined Proceeds (as defined below) commencing at such time, if ever, that Producer reaches "Breakeven" (as defined immediately below).

(i) The term "Breakeven" shall mean Gross Receipts (as defined below) remaining in each accounting period from the Picture, after payment and/or recoupment of, on a continuing and rolling basis, all sums set forth in subparagraphs (ii)(A) thru (ii)(E) below.

(ii) All Gross Receipts received by Producer from the distribution of the Picture from the foreign sales agent and domestic distributor(s), subject to the priority recoupment rights of any bank or other financier (herein a "production lender") that provides a production loan or contribution to the production cost to Producer or any assignee of Producer, Gross Receipts shall be allocated as follows:

(A) First, with respect to Foreign Gross Receipts (as defined below), the foreign sales agent fee paid to the foreign sales agent pursuant to the agreement with the foreign sales agent shall be deducted (the "Foreign Sales Fee"). With respect to Domestic Gross Receipts (as defined below), the domestic distributor shall deduct the fees it is entitled to deduct pursuant to the distribution agreement with the domestic distributor.

(B) Second, any so-called "off-the-tops" for which Producer or the distributor or foreign sales agent is responsible for payment, including, but not limited to, residual payments, taxes, collection costs, and participations in Gross Receipts or adjusted Gross Receipts, including, but not limited to, so-called "box office bonuses" or similar bonuses or payments not subject to the same deductions as participants in Defined Proceeds;

(C) Third, all out-of-pocket distribution, marketing, advertising and sales agency expenses in connection with the Picture plus interest thereon;

(D) Fourth, to the extent not previously paid as part of priority recoupment, the all-in cost of the Picture, which shall be defined as the all-in budget including any additional costs incurred in connection with the distribution, financing, pre-production, production, and post-production of the Picture, including, but not limited to, all un-budgeted required domestic and international



delivery items and costs associated with securing domestic distribution of the Picture such as the exhibition of the Picture at film festivals ("All-In Cost") (for purposes of clarification, without limiting the generality of the foregoing, the All-In Cost shall include (x) all principal, interest, fees and costs charged and/or incurred by the production lender(s) plus a ten percent (10%) rate of return on any equity provided by Producer or affiliate, and (y) an amount equal to two times the amount of any contingency actually spent or any amounts spent beyond the contingency (i.e., any over-budget costs)); &

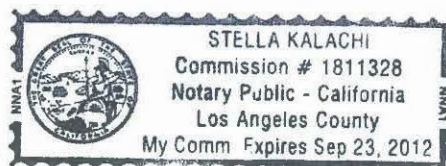
(E) Fifth, all deferments or contingent revenue participations payable in connection with the Picture, including, but not limited to, payments due to Producer in connection with its producing fee and overhead not previously paid to Producer.

(F) All remaining Gross Receipts shall constitute "Defined Proceeds."

(iii) "Gross Receipts" shall be defined as the sum of Domestic Gross Receipts and Foreign Gross Receipts. For purposes hereof, "Domestic Gross Receipts" shall be defined as all sums actually received by (and earned or non-returnable) or credited to, or on behalf of, Producer, its subsidiaries, and affiliated entities, resulting from the distribution or other exploitation of the Picture and all rights therein in the domestic territory. "Foreign Gross Receipts" shall be defined as all sums actually received by (and earned or non-returnable) or credited to, or on behalf of, Producer, its subsidiaries, and affiliated entities resulting from the distribution or other exploitation of the Picture and all rights therein in the foreign territory. With respect to Producer's recoupment of the All-In Cost, all Domestic Gross Receipts and all Foreign Gross Receipts shall be cross-collateralized after first deducting the amounts set forth in subparagraphs (ii)(A), (ii)(B), and (ii)(C) above.

(iv) Deferment: Subject to Director not being in material breach of the terms hereof and the production and release of the Picture, if the direct cost budget of the Picture is not less than U.S. \$11,000,000 and not more than U.S. \$15,000,000 Lender shall receive a deferred payment of \$150,000 payable parri-passu with any similar deferments at Breakeven prior to payment of Defined Proceeds. If the direct cost budget of the Picture is more than U.S. \$15,000,000 Lender shall receive a deferred payment of \$250,000 payable parri-passu with any similar deferments at breakeven prior to payment of Defined Proceeds.

(v) Boxoffice Bonuses. Subject to Director not being in material breach of the terms hereof and the production and release of the Picture, the following



boxoffice bonuses shall accrue at the level of United States Boxoffice Receipts (as reported by Rentrack) below indicated from the initial theatrical release in the United States, if any and if reached, but shall not be payable until breakeven prior to payment of Defined Proceeds and if and when paid shall be an advance against Lender's share of Defined Proceeds hereunder: \$50,000 when the United States Theatrical Box Receipts equal a sum equal to .a number determined by multiplying the all-in cost of the Picture by 3.; \$100,000 when the United States Theatrical Box Receipts equal a sum equal to .a number determined by multiplying the all-in cost of the Picture by 4 1/2.; \$150,000 when the United States Theatrical Box Receipts equal a sum equal to a number determined by multiplying the all-in cost of the Picture by 6.

(v) If Lender's/Director's engagement is terminated by reason of Director Default, Director Incapacity, disability, death or an event of force majeure, or Producer's election not to actually utilize Director's services, then the percentage of contingent compensation payable pursuant to Paragraph 4(b) shall be deemed vested in the same proportion as the number of linear feet of film directed by Director which appears in the Picture as initially released in the United States bears to the total number of linear feet of the Picture as so released.

(c) Conditions Related to Compensation: Notwithstanding anything to the contrary contained in any of the above compensation provisions:

(i) Performance: No compensation shall accrue or be payable to Lender during Director's inability, failure or refusal to perform according to the terms and conditions of this Agreement, the services contracted for herein.

(ii) Pay or Play: Producer shall not be obligated to utilize Director's services, Property or Granted Rights, as defined in Paragraph 11(a) below, in connection with the Picture, nor be obligated to produce, release, distribute, advertise, exploit or otherwise make use of the Picture, or to exercise any or all of Producer's rights under this Agreement; provided, however, that notwithstanding anything to the contrary herein, if Producer has sent a Production Notice to Lender or Director and secured a completion guaranty at the Budget approved by Producer, then the full amount of the Fixed Compensation hereinabove specified but none of the Contingent Compensation (including but not limited to the deferments or boxoffice bonuses) shall be paid to Lender, should Producer, without legal justification or excuse (as provided elsewhere in this Agreement or by operation of law), elect not to utilize Director's services. The foregoing payments are subject to any conditions applicable thereto and to Producer's rights under the DGA Basic Agreement at law and in equity, and shall be



reduced by any amounts Lender or Director earned or could have earned for Director's services when Director's services would have been required hereunder.

(iii) Additional Payments: No additional payments shall be required for services rendered at night or on Sundays, Saturdays or holidays or for meal delays, hazardous work, violation of rest periods, or otherwise, or for exhibitions of the Picture on television or in supplemental markets, except to the minimum extent, if any, specifically required by applicable collective bargaining agreements. Any fixed compensation payable hereunder exceeding the applicable minimum scale provided for in a collective bargaining agreement, to the full extent permitted or not prohibited by such agreement, shall be credited against the following: additional compensation payable by reason of the Picture's exhibition on television in supplemental markets or otherwise, overtime, meal delay allowances, hazardous work allowances, violation of rest periods, severance pay, vacation pay, sick leave and similar payments. Fixed compensation under Paragraph 4(a) shall be deemed to cover the maximum period of services permitted by the DGA Basic Agreement. For such purpose, Lender and Director shall be deemed compensated hereunder at the DGA Basic Agreement minimum applicable rate.

(iv) Acknowledgements: All money payable under this Agreement shall be payable only if Director (and Lender, as applicable) has/have executed and delivered this Agreement, Inducement, and Certificate of Engagement and fully complied with all of the obligations hereunder. Lender is the general employer of Director, and Producer is the special employer of Director. Director shall look solely to Lender for all wages, salary, pension, health and welfare benefits, social security, unemployment and state disability insurance.

5. ADDITIONAL POST-PRODUCTION SERVICES: If Producer requires further services of Director for retakes, changes, transparencies, added scenes, further photography, process shots, looping, sound track, post-synching, trailers, other language versions, publicity interviews, press junkets, premieres, personal appearances, stills photography and similar matters, Lender shall cause Director to report to Producer at such place(s) and on such consecutive or non-consecutive days as Producer may designate, provided Director is not then rendering professional services (pursuant to a contractual commitment) for another party. Lender shall cause Director to cooperate to make such services available to Producer at the earliest possible date. No additional compensation shall be payable for the services referred to in this subparagraph.

6. BILLING:



(a) Credit: Provided all services required to be performed by Director hereunder are performed and all the terms and conditions of this Agreement are fully complied with, the Picture is produced by Producer and released, then Producer shall accord Director credit in connection with the Picture, subject to any applicable guild or union requirements. In addition Lender shall receive a production company immediately following Producer's production company credit on screen on the positive prints of the Picture and customary paid advertising where Producer receives production company credit except customary excluded advertising in the following form: A Svarog- Afterburner Films/ MVP Films Production.

(b) General: Credit will be given only if the Picture as first generally released was produced substantially under the direct supervision of Director as the sole director thereof, and only if this Agreement has not been terminated for Lender's or Director's breach or default.

(c) Inadvertent Non-Compliance: No casual or inadvertent failure to comply with provisions of this Paragraph 6 shall be deemed to be a breach of this Agreement by Producer. Director hereby recognizes and confirms that in the event of failure or omission by Producer constituting a breach of Producer's obligations under this Paragraph 6, the damage, if any, caused by Lender and/or Director by Producer is not irreparable or sufficient to entitle Lender and/or Director to injunctive or other equitable relief. Consequently, Lender and/or Director's rights and remedies hereunder shall be limited to the right, if any, to obtain damages at law and neither Lender and/or Director shall have any right in such event to rescind this Agreement or any of the rights assigned to Producer hereunder or to enjoin or restrain the distribution or exhibition of the Picture.

7. TRANSPORTATION AND EXPENSES: If services of Director are required at Producer's request to be rendered on location more than fifty (50) miles from Los Angeles, California, Producer shall furnish Director first-class round trip transportation for one (1) (if available and if used) and a car rental, and first class (if available) hotel accommodations a \$100 a day per diem for living expenses Director incurs. In addition if used Producer shall furnish Director with two additional first class round trip tickets for the use of his family to travel from Los Angeles, CA. to a location in the United States where the Picture is filming during principal photography. Producer agrees that no party affiliated with this production in any way, shape or form, shall receive better transportation and expenses allowances or housing standards.

8. PERFORMANCE STANDARDS: During the Term of this Agreement, Lender shall cause Director to render his services as provided in Paragraph 3 above, including exclusively to Producer during photography, in directing and, to such extent as Producer may require, otherwise assisting in the creation and production of the Picture. Said services shall be rendered either alone or in collaboration with another or other artists in such manner as Producer may direct, under the instructions and in strict accordance with the controls and schedules established by Producer's authorized representatives, and at the times, places and in the manner required by them, which manners, instructions,



directions, and controls shall be exercised by Producer in accordance with standards of reasonableness and also with what is customary practice in the motion picture industry. Such services shall be rendered in an artistic, conscientious, efficient and punctual manner, to the best of Director's ability and with full regard to the careful, efficient, economical and expeditious production of the Picture within the constraints of the final budget and shooting schedule established by Producer immediately prior to the commencement of principal photography. Director shall not make or authorize any changes in the final shooting script, shooting schedule or budget without Producer's specific written approval in each case. Without limiting the generality of the foregoing, Producer shall have the right to review all artwork, dailies, sound recordings, and other materials created in connection with the Picture at such times and places as Producer determines. Neither Director nor Lender shall have the right to make or authorize any commitment for services, rights, facilities or materials, and shall not license, record or use any music for the Picture without Producer's written approval in each case, and all such services, rights, facilities, materials and music shall be contracted for by Producer in Producer's name. It being further understood that the production of motion pictures by Producer involves matters of discretion to be exercised by Producer in respect to art and taste, and Lender's/Director's services and the manner or rendition thereof are to be entirely governed by Producer.

9. **DELIVERY, LENGTH, RATING, COVER SHOTS:** "Delivery" shall be deemed to have occurred only upon Director's delivery to Producer of an answer print which conforms to all of Producer's standard delivery requirements of which Director or Lender is notified, including, without limitation, the following requirements, all of which are of the essence of this Agreement (each of which may be modified from time to time by Producer in its sole discretion):

(a) **Length:** The Picture shall have a running time of not less than ninety-five (95) minutes (excluding end crawl/roll) and not more than one hundred ten (110) minutes (including end crawl/roll), shall be photographed on 35mm film, in color, only in the 1.85:1 or 2.35:1 aspect ratio and shall not be filmed with the use of a hard matte. The Picture will be photographed in an anamorphic format;

(b) **Budget:** Director shall produce and deliver the Picture in accordance with the budget approved by Producer subject only to such changes in the budget as Producer has approved in writing;

(c) **Screenplay Conformity:** The Picture shall adhere to the approved shooting script as of the commencement of principal photography of the Picture, and Director shall not make any changes therein without the prior written approval of Producer;

(d) **Rating:** The Picture shall qualify for an MPAA rating no more restrictive than "PG-13" unless otherwise approved in writing by an authorized representative of Producer;



(e) Cover Shots: Director shall photograph and furnish to Producer "cover shots" and alternate scenes and dialogue which can be incorporated into the Picture to render it suitable for exhibition on United States network primetime television in accordance with applicable network "Standard and Practices" regulations and similar network requirements regarding the content of motion pictures. Such cover shots and alternate scenes and dialogue shall be such that they can be integrated into the primetime network version of the Picture without materially changing or impairing the continuity of the story line of the Picture. Producer shall have, subject to the DGA Basic Agreement, the absolute right to use such cover shots and/or cut the Picture (or such television version) in order to meet broadcast time requirements; and

(f) End Crawl/Roll: The Picture shall contain an end crawl/roll which shall not exceed a total of three (3) minutes in length and shall conform to Producer's standard policies relating thereto of which Director or Lender is notified in writing.

10. UNIQUE SERVICES: During the Term of this Agreement, Lender shall cause Director to render his services as provided in Paragraph 3 above, including exclusively to Producer during photography, it being mutually understood that said services are of a special, extraordinary, unique, unusual and intellectual character giving them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in any action at law. Producer, in the event of such breach by Director or Lender, shall be entitled to equitable relief by way of injunction or otherwise, but resorting to such relief shall not waive Producer's other rights.

11. RESULTS AND PROCEEDS OF SERVICES:

(a) Ownership: Lender and Director hereby acknowledge and agrees that all results and proceeds of every kind and nature heretofore or hereafter rendered by Lender and/or Director in connection with the Picture (herein, the "Granted Rights") [including, but not limited to, all rights, throughout the world, of copyright, trademark, patent, production, manufacture, recordation, reproduction, transcription, performance, broadcast and exhibition of any art or method now known or hereafter devised, including, without limitation, radio broadcasting, theatrical and non-theatrical exhibition, and exhibition by medium of television, cellcast, podcast, blu-ray, Internet (streaming or downloadable) or otherwise], were and shall be deemed to have been created as a "work-made-for-hire" under the US Copyright Act for Producer, and accordingly, Producer is the exclusive author, and at all stages of completion, the exclusive owner of all rights of every kind or nature, whether now known or hereafter devised, whether such results and proceeds consist of literary, dramatic, musical, motion picture, mechanical or any other form of works, themes, ideas, plots, stories, compositions, creations, or productions, in writing or not in writing, at any time heretofore or hereafter created or contributed by Lender or Director which in any way relate to the Picture, together with the rights generally known in the field of literary and musical endeavor as the "moral rights of authors" in and/or to any musical and/or literary proceeds of Lender's or Director's



services (herein "the Property"), including, but not limited to, the right to add to, subtract from, arrange, revise, adapt, rearrange, make variations of said property, and to translate the same into any and all languages, change the sequence, change the characters and the descriptions thereof contained in the Property, change the title of the same, use said title or any of its components in connection with works or motion pictures wholly or partially independent of the Property, and to use all or any part of the Property in new versions, adaptations and sequels in any and all languages, and to obtain copyright therein throughout the world, and Director does hereby irrevocably assign and transfer to Producer all of the Granted Rights without reservation, condition, or limitation, and no right of any kind, nature, or description is reserved by Lender or Director. Furthermore, Lender and Director hereby irrevocably assign, license, and grant to Producer, exclusively, throughout the universe, and in perpetuity, the rights, if any, of Lender or Director to authorize, prohibit, and/or control the renting, lending, fixation, reproduction and/or other exploitation of any motion picture produced based upon the Picture (or any rights therein) by any media and means now known or hereafter devised as may be conferred upon by Director or Lender under applicable laws, regulations, or directives including, without limitation, any so-called "Rental Lending Rights" pursuant to any European Economic Community ("EEC") directives and/or enabling or implementing legislation, laws, or regulations enacted by the member nations of the EEC. To the fullest extent allowable under any applicable law, Director hereby expressly waives or assigns to Producer any and all rights which Lender and/or Director may have, either in law, in equity, or otherwise, which Lender and/or Director may have or claim to have as a result of any alleged infringements of Lender's and/or Director's so-called "moral rights of authors." Lender and Director expressly acknowledge that many parties will contribute to the Picture and other works that will embody all or part of the Picture, the screenplay (and all versions thereof) upon which it is based and the creative contributions of other parties. Accordingly, if under any applicable law, the above waiver or assignment of Lender's or Director's so-called "moral rights of authors" is not effective, then Lender and Director agree to exercise such rights in a manner which recognizes the contribution of and will not have a material adverse effect upon such other parties.

(b) Rental Lending Rights: Lender and Director acknowledge and agrees that the following sums are in consideration of, and constitute equitable remuneration for, the rental lending rights included in the Granted Rights: (i) an agreed allocation to the rental lending rights of 3.8% of the fixed compensation payable hereunder and, if applicable, 3.8% of the contingent compensation provided for in this Agreement; and (ii) any sums payable to Lender or Director with respect to the rental lending rights under any applicable collective bargaining or other industrywide agreement; and (iii) any residuals payable to Lender or Director under any such collective bargaining or industrywide agreement with respect to home video exploitation which are reasonably attributable to sale of home video devices for rental purposes in the territories or jurisdictions where the rental lending rights are recognized. If, under the applicable law of any territory or jurisdiction, any



additional or different form of compensation is required to satisfy the requirement of equitable remuneration, then it is agreed that the grant to Producer of the rental lending rights shall nevertheless be fully effective, and Producer shall pay Lender such compensation or, if necessary, the parties shall in good faith negotiate the amount and nature thereof in accordance with applicable law. Further, since under this Agreement, Producer has already paid or agreed to pay Lender full consideration for all rights granted by Lender and Director hereunder, Lender hereby assigns to Producer, except to the extent specifically reserved to Lender or Director under any applicable collective bargaining or other industrywide agreement, all other compensation payable or which may become payable to Lender on account or in the nature of a tax or levy, through a collecting society or otherwise, under the applicable law of any territory or jurisdiction, including by way of illustration only, so-called blank tape and similar levies. Lender and Director shall cooperate fully with Producer in connection with the collection and payment to Producer of all such compensation.

(c) Assignment and Vesting of Rights: Subject to the terms hereof, all of the Granted Rights or the rights agreed to be granted to Producer hereunder, shall vest in Producer immediately and shall remain vested whether this Agreement expires in normal course or is terminated for any cause or reason. All of the Granted Rights, including, but not limited to, all material created, composed submitted, added or interpolated by Director and/or Lender hereunder, shall automatically become Producer's property, and Producer, for this purpose, shall be deemed author thereof with Lender and/or Director acting entirely as Producer's employee. Lender and Director do hereby assign and transfer to Producer all of the Granted Rights without reservation, condition or limitation, and no right of any kind, nature or description is reserved by Director or Lender. Notwithstanding the foregoing, in the event that any of the Granted Rights are hereafter subject to termination under Section 203 of the Copyright Act, or any similar provisions of said act or subsequent revision thereof, then Lender and Director agree not to make any further grant without giving Producer the first opportunity to acquire such Granted Rights pursuant to a customary right of first negotiation and first refusal.

(d) Additional Documents: If Producer shall desire to secure separate assignments of or other documents on or for any of the foregoing, Lender and Director shall execute the same upon Producer's request therefor, and if Lender or Director fails or refuses to execute and deliver any such separate assignments or other documents, after an opportunity to review, Producer shall have and is hereby granted the right and authority to execute the same in Director's or Lender's name. Director and Lender hereby irrevocably appoint Producer as attorney-in-fact with full power to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere any and all such documents Director or Lender fail to execute, acknowledge and deliver. The appointment shall be irrevocable and a power coupled with an interest.

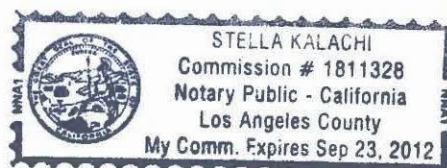


(e) Motion Picture/Motion Picture Production Defined: Wherever in this Agreement the terms "motion picture" or "motion picture production" or terms of similar tenor are used, such terms shall be conclusively deemed and construed to include the present and future developments of the motion picture, television, video tape, videodisc, computer, electronics and telephone industries, including talking motion pictures, videotape, television productions, any and all kinds of electronic and other interactive uses of the Picture and the components thereof, including, but not limited to, CD-ROM, CD-I, interactive multi-media devices, computer discs, Internet streaming and downloading, cellcasts, podcasts, blu-ray and any new variations thereon, and all forms of motion pictures, television, laserdisc, video tape, CD-ROM, CD-I, interactive multimedia devices and similar uses, whether now known or unknown and their accompanying devices which reproduce words, music and/or other sounds in synchronization with, accompaniment of, or supplementary to photography.

12. REPRESENTATIONS AND WARRANTIES: Lender and Director represent, warrant and agree that: Lender and Director are not subject to any conflicting obligation or disability which will or might prevent or interfere with the execution and performance of this Agreement; Lender is a duly organized company in good standing under the laws of the State of its incorporation, and Director is a member in good standing of such labor organization having jurisdiction hereunder, to the extent required by law and applicable collective bargaining agreements. Lender hereby warrants and agrees that all material, works, writings, ideas, "gags" or dialogue written, composed, prepared, submitted or interpolated by Director in connection with the Picture or its preparation or production, shall be wholly original with Director and shall not be copied in whole or in part from any other work, except (i) that material submitted to Director by Producer as a basis for such or (ii) incidental material which is in the public domain. Lender and Director further warrant, to the best of their knowledge, that neither the said material nor any part thereof, will violate the rights of privacy or constitute a libel or slander against any person, firm or corporation, and that said material will not infringe upon the copyright, literary, dramatic or photoplay rights of any party. Lender and Director warrant and agree that they will hold Producer and its successors, licensees and assigns harmless from and against all liability, damages, losses, costs and expenses (including reasonable outside attorneys' fees and costs) which Producer or any of its successors, licensees or assigns may suffer or incur by reason of the breach of any of the terms or warranties made herein.

13. INDEMNIFICATION: Lender and Director shall indemnify Producer against any and all liability, damages, costs and expenses, including reasonable attorneys' fees and costs, in connection with any third party claim or action arising out of the breach of their representations, warranties and agreements herein.

14. VESTING OF RIGHTS: Subject to the terms hereof, all rights granted or agreed to be granted to Producer hereunder shall vest in Producer immediately and shall remain so vested whether this Agreement expires in normal course or is terminated for any cause or reason.



15. **NAME AND LIKENESS:** Producer shall always have the right to use and display Director's name, voice, likeness and biographical data for distributing, advertising, publicizing, and exploiting the Picture. However, such advertising may not include the direct endorsement of any product (other than the Picture) without Lender's or Director's consent. Exhibition, advertising, publicizing or exploiting the Picture by any media, even though a part of or in connection with a product or a commercially sponsored program, shall not be deemed an endorsement of any nature.

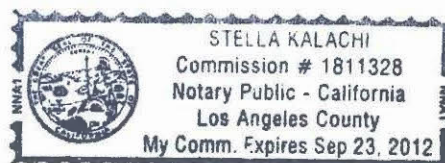
16. **PUBLICITY RESTRICTIONS:** Lender and/or Director shall not, by means of press agents or publicity or advertising agencies or others, employed or paid by Lender or Director or otherwise, circulate, publish or otherwise disseminate any news stories or articles, books or other publicity, containing Director's name and relating directly or indirectly to Lender's or Director's employment, the subject matter of this Agreement, the Picture, the Producer or the services to be rendered by Director or others in connection with the Picture unless the same are first approved in writing in each case by Producer's Publicity Department. Neither Lender nor Director shall transfer or attempt to transfer any right, privilege, title, or interest in or to any of the things above specified, nor shall Lender or Director at any time grant the right to or authorize any person, firm or corporation in any way to infringe upon such rights hereby granted to Producer, and Lender and Director hereby authorize Producer, at Producer's expense, in Director's and/or Lender's name or otherwise, to institute any proper legal proceedings to prevent any infringement.

17. **FORCE MAJEURE:**

(a) Suspension: If any period(s) of development, production or distribution of the Picture are prevented, hampered, postponed, suspended or interrupted because of force majeure events [e.g., including, without limitation, any labor dispute or strike, fire, earthquake, theft, closure of substantially all theatres in the US, act of God or public enemy, war, municipal ordinance, any state or federal law, governmental order or regulation, third party breach of contract, death, illness or incapacity of an individual producer, director of photography or a principal member of the cast or crew, injunction or other interference, any cause or occurrence beyond Producer's control, etc. ("Producer Disability")], then Producer may postpone the commencement of or suspend the rendition of services by Director and the running of time hereunder for such time as the Producer Disability shall continue; and no compensation shall accrue or become payable to Director hereunder during the period of such suspension. Such suspension shall end upon the cessation of the cause thereof.

(b) Termination:

(i) Producer Termination Right: If a Producer Disability continues for a period in excess of (8) weeks, Producer shall have the right to terminate this Agreement upon written notice thereof to Director.



(ii) Director's Termination Right: If a Producer Disability results in the payment of compensation being suspended hereunder for a period in excess of eight (8) weeks, Director shall have the right to terminate this Agreement upon written notice thereof to Producer; provided, however that such termination shall not include the right to terminate any Granted Rights hereunder.

(iii) Producer Re-Establishment Right: Despite Director's election to terminate this Agreement, within five (5) days after Producer's actual receipt of such written notice from Director, Producer shall have the right to elect to re-establish the operation of this Agreement.

(c) Selective Suspension/Termination: Producer shall not engage in any "selective suspension" or "selective termination" for an event of force majeure; that is, Producer shall not suspend or terminate Director's services for a force majeure event unless the services of the principal cast and the director of photography of the Picture are also suspended or terminated, as applicable.

(d) Work Permit: Producer may terminate this Agreement without further obligation if any work permits or visas required in connection with Director's services cannot be obtained in a timely fashion. Whether Producer, in its discretion, agrees to obtain such a work permit or visa for Director, the responsibility therefor shall rest with Director.

18. DIRECTOR'S INCAPACITY:

(a) Effect of Director's Incapacity: If, by reason of mental or physical disability, Director shall be incapacitated from performing or complying with any of the terms or conditions hereof ("Director's Incapacity") for a consecutive period in excess of five (5) days or aggregate period in excess of ten (10) days, then Producer shall have the right to terminate this Agreement upon written notice thereof to Director.

(b) Right of Examination: If any claim of mental or physical disability is made by Director or on Director's behalf, Producer shall have the right to have Director examined by such physicians as Producer may designate.

19. DIRECTOR DEFAULT: If Lender or Director fails or refuses to perform or comply with the terms or conditions hereof, other than by reason of Director's Incapacity ("Director Default"), then Producer shall have the right to terminate this Agreement upon written notice thereof to Lender or Director.

20. EFFECT OF TERMINATION: Termination of this Agreement, whether by lapse of time, mutual consent, operation of law, exercise of a right of termination or otherwise shall:



(a) Terminate Producer's obligation to pay Lender any further compensation. Nevertheless, if the termination is not for Director Default, Producer shall pay Lender any compensation due and unpaid prior to the termination; and

(b) For clarification purposes, prior to termination, Producer shall not be deemed to have waived or altered (i) any of Producer's other rights it may have or (ii) any of Lender's or Director's obligations, agreements, representations or warranties in connection with Director's services.

21. PRODUCER RIGHT TO SUSPEND: In the event of Director's Incapacity or Director Default, Producer may postpone the commencement of or suspend the rendition of services by Director and the running of time hereunder so long as any such Director's Incapacity or Director Default shall continue; and no compensation shall accrue or become payable to Director during the period of such suspension.

(a) Director's Right to Cure: Director's Default shall be deemed to continue until Producer's receipt of written notice from Lender specifying that Director is ready, willing and able to perform the services required hereunder; provided that any such notice from Lender to Producer shall not preclude Producer from exercising any rights or remedies Producer may have hereunder or at law or in equity by reason of Director's Incapacity or Director Default.

(b) Alternative Services Restricted: During any period of suspension hereunder, Lender shall cause Director not to render services for any party other than Producer.

(c) Producer Right to Extend: If Producer elects to suspend the rendition of services by Director as herein specified, then Producer shall have the right (exercisable at any time) to extend the period of services required of Director hereunder for a period equal to the period of such suspension.

(d) Additional Services: If Producer shall have paid compensation to Lender during any period of Director's Incapacity or Director Default, then Producer shall have the right (exercisable at any time) to require Director's services hereunder without compensation, for a period equal to the period for which Producer shall have paid compensation to Lender during such Director's Incapacity or Director Default.

22. FURTHER WARRANTIES: Lender hereby warrants that neither Lender nor Director is under any obligation or disability, created by law or otherwise, which would in any manner or to any extent prevent or restrict Lender and/or Director from entering into and fully performing this Agreement. Lender warrants that Director shall devote Director's entire time and attention and best talents and abilities exclusively to Producer as specified herein, and to observe and to be governed by the rules of conduct established by Producer for the conduct of Producer's employees. Lender further represents and warrants that it is a corporation duly organized, existing and in good standing under the



laws of the State of Delaware, that Lender is licensed to do business in California, and that Lender is under an exclusive contract of employment with Director which is in full force and effect, for a term extending at least until the completion of all services required of Director hereunder, and which contract gives Lender the full right and authority to lend and furnish to Producer the required services of Director. Lender warrants that to the extent required by law, Lender has workers' compensation insurance covering Director and will maintain the same at all times while Director renders services hereunder. Lender represents and warrants that Lender is a bona fide corporate business entity established for a valid business purpose within the meaning of the tax laws of the United States and not a mere sham, conduit or agent for Director. Lender further acknowledges that the foregoing representations and warranties will be relied upon by Producer for, among other purposes, the purpose of determining whether or not it is necessary to make withholdings for U.S. Federal, State and local taxes from monies being paid to Lender hereunder, and Lender agrees that if withholdings are not made from said payments, and if thereafter it is determined that such withholdings were legally required, Lender and Director will indemnify Producer against all loss, costs, damages and expenses relating thereto (including, but not limited to, penalties, interest and reasonable outside attorneys' fees and costs in the defense and disposition of such matters). Notwithstanding the foregoing, Producer may make U.S. Federal, State or local tax withholdings, if required by law.

23. REMEDIES: : The rights and remedies of Director and/or Lender in the event of a breach by Producer of this Agreement shall be limited to Director's and/or Lender's right to recover damages, if any, in an action at law, and Director and/or Lender waive any right or remedy in equity, including, without limitation, injunctive relief, any right to terminate or rescind this Agreement, or to rescind Producer's right, title and interest in and to the Granted Rights or Property or any other right granted hereunder, or to enjoin or restrain or otherwise impair in any manner the production, distribution, exhibition or other exploitation of the Granted Rights or the Picture or elements thereof or the use, publication or dissemination of any advertising in connection therewith. The termination of this engagement or this Agreement, for any reason, shall not affect Producer's rights in and to the Granted Rights and/or Property. All remedies accorded herein or otherwise available to Producer, Lender or Director shall be cumulative, and no one such remedy shall be exclusive to any other. Without waiving any of Producer's rights or remedies under this Agreement or otherwise, Producer may from time to time recover, by action, any damages arising out of any breach of this Agreement by Director and/or Lender, and may institute and maintain subsequent actions for additional damages which may arise from the same or other breaches. The commencement or maintaining of any such action or actions by Producer shall not constitute an election on Producer's part to terminate this Agreement nor constitute or result in termination of Director's/Lender's employment hereunder, unless Producer shall expressly so elect by written notice to Lender or Director. The pursuit by Producer of any remedy under this Agreement or otherwise shall not be deemed to waive any other or different remedy which may be available under this Agreement or otherwise, either at law or in equity.

24. APPROVALS/CONTROLS: Lender shall cause Director to use best efforts to direct the Picture within the budget, on schedule and as instructed by Producer in all



matters, including those matters involving artistic taste and judgment. Without limiting the generality of the foregoing and subject to the domestic distributor's right of final decision in all matters, unless Director is unavailable when Producer requires, Producer and Director shall have good faith mutual approval regarding creative matters and the selection of key crew.

25. PREQUELS, SEQUELS AND REMAKES (FIRST NEGOTIATION): If Producer elects to produce a first theatrical prequel, sequel or remake to the Picture based upon the Picture within 7 years of the date of this Agreement or 5 years of the date of the initial theatrical release of the Picture, whichever is later, then subject to the conditions set forth below, Producer will negotiate in good faith with Lender for Director's services as director of such remake, prequel or sequel with the understanding that the financial terms and conditions for such agreement shall be no less favorable to Lender or Director than those set forth herein for theatrical productions with a budget at least as high as the Picture. If any such negotiations do not result in any agreement within 15 business days after commencement thereof, Producer may proceed with the production concerned without engaging the services of Director and the parties shall have no further obligation to each other under this paragraph. The provisions and limitations of this paragraph shall apply to successive sequels, prequels and/or remakes to the Picture only if all of the conditions hereof were met with respect to the immediately preceding sequel or remake.

(a) Obligations Fully Performed: The Picture is produced and Director and Lender fully performed all material obligations required hereunder and is not in material breach hereof.

(b) Directed Picture: The Picture as released was directed substantially in whole by Director.

(c) Produced Within Budget: The Picture was produced within the final approved budget plus a cushion not to exceed 5% of the final approved below-the-line budget, excluding the following amounts: costs incurred as a result of force majeure events (weather shall be a force majeure event only if it is unusual and unforeseen weather (i.e., unplanned-for weather which could not reasonably have been anticipated)); costs incurred for new or changed scenes done, or changes in the production schedule made, at the written request of an officer of Producer; costs incurred as a result of any breach of contract by any third party not caused by an act or omission of Director, or any disability of any principal cast member not caused by an act or omission of Director and provided in each case that Director cooperate when Producer requires; costs which have been reimbursed by insurance; increases in the cost for union personnel under collective bargaining agreements, and costs arising from labor disputes, which were not reasonably foreseeable for the approved budget; and costs caused by currency fluctuations.



(d) Availability: Director then is still actively engaged as a director in the motion picture industry and is available to render services as and when required by Producer.

26. DIGITAL VIDEODISC: If Lender and Director perform all material services required of Lender and Director by Producer, and if Lender and Director are not in material breach hereof, then at such time, if at all, as DVD copies of the Picture are manufactured for distribution in the homevideo market, Producer shall furnish Director, upon request, with one such DVD at no cost to Director. Said videodisc copy shall be used solely for Director's private home viewing and library purposes, and in no event shall said videodisc copy be altered, duplicated or used for any commercial purpose or for profit.

27. ATTACHMENT: If Producer shall be required, by legal order or by the terms of any contract or assignment executed by Director or Lender, to pay all or any portion of the compensation hereunder to any other person, firm or corporation, the withholding of payment of such compensation or any portion thereof, in accordance with the requirements of any such attachment, contract or assignment shall not be construed as a breach by Producer of this Agreement.

28. GOVERNMENTAL LIMITATION: If the compensation provided for by this Agreement shall exceed the amount permitted by any present or future law or governmental order or regulation, such stated compensation shall be reduced, while such limitation is in effect, to the amount which is so permitted, and the payment of such reduced compensation shall be deemed to constitute full performance by Producer of Producer's obligations respecting the payment of compensation hereunder.

29. INSURANCE: Producer may secure life, health, accident, cast, or other insurance covering Director, the cost of which shall be included as a direct charge of the Picture. Such insurance shall be for Producer's sole benefit and Producer shall be the beneficiary thereof, and Director and Lender shall have no interest in the proceeds thereof. Lender and Director shall assist in procuring such insurance by submitting to required examinations and tests and by preparing, signing, and delivering such applications and other documents as may reasonably be required. If any such examination establishes a substantial doubt as to Director's physical ability to complete Director's services hereunder, Producer may terminate this Agreement. Director shall, to the best of Director's ability, observe all terms and conditions of such insurance of which Producer notifies the Director as necessary for continuing such insurance in effect. If Producer is unable to obtain pre-production or cast insurance covering Director at prevailing standard rates and without any exclusions, restrictions, conditions, or exceptions of any kind, or if Producer having obtained such insurance, Lender or Director fails to observe all terms and conditions necessary to maintain such insurance in effect, Producer shall have the right to terminate this Agreement without any obligation to Director by giving Lender written notice of termination. From the date two weeks before the scheduled start date of principal photography until completion of all services required of Director hereunder, Director shall not ride in any aircraft other than as a passenger on a scheduled flight of a United States



or major international carrier maintaining regularly published schedules, or engage in any extra-hazardous activity without Producer's written consent in each case. Lender and Director shall be insured by the errors and omissions and general liability insurance policies for the Picture to the extent that Producer obtains and maintains such policies and shall be subject to the terms, conditions and restrictions of such policies and endorsements thereto.

30. EMPLOYMENT OF OTHERS: Lender and/or Director agrees not to employ any person to serve in any capacity, nor contract for the purchase or renting of any article or material, nor make any agreement committing Producer to pay any sum of money for any reason whatsoever in connection with the Picture or services to be rendered by Director hereunder or otherwise, without written approval first being had and obtained from Producer.

31. RIGHT TO LEND TO OTHERS: Producer shall have the right to lend Director's services hereunder to (a) any of Producer's subsidiary or affiliated companies, or (b) any other producer of motion pictures, provided such producer shall have granted to Producer the right to distribute the Picture. No such lending of Director's services shall relieve Producer of its obligations hereunder, unless the entity to which Director's services are lent agrees in writing to assume all of the obligations hereunder.

32. ASSIGNMENT: This Agreement, at the election of Producer, shall inure to the benefit of Producer's administrators, successors, assigns, licensees, grantees, and associated, affiliated and subsidiary companies, and Lender and Director agree that Producer and any subsequent assignee may freely assign this Agreement and grant its rights, obligations or privileges hereunder, in whole or in part, to any party. No such assignment shall relieve Producer of its obligations hereunder, unless the assignee agrees in writing to assume all of the obligations hereunder. Lender and Director acknowledge that the services to be rendered by Director are of the essence of this Agreement and that neither this Agreement nor any of Lender's or Director's rights or obligations hereunder may be assigned, delegated or otherwise transferred.

33. ENTIRE AGREEMENT: Except for a Certificate of Employment if such a document was signed by Producer and Director in connection with the Picture or as herein expressly provided, this Agreement shall replace and supersede all previous arrangements, understandings, representations, or agreements, either oral or written, with respect to the subject matter hereof, and expresses the entire agreement between Producer and Director with reference to the terms and conditions for the rendition of Director's services for Producer in connection with the Picture.

34. NOTICES: All notices under this Agreement shall be in writing addressed to the addresses first set forth above, or at such other address as either party may designate from time to time by written notice to the other. All notices shall be served by facsimile, mail (postage prepaid), electronically (email or otherwise) or by personal delivery addressed as specified above. The date of faxing (with confirmation issued by sender's facsimile machine), date of personal delivery or the date three (3) business



days after mailing, as the case may be, shall be the date of service of notice. Any notice, consent or other communication contemplated under this Agreement shall be confirmed in writing. If any notice is delivered to Director personally, a copy of such notice shall be sent to Director at the above address.

35. MISCELLANEOUS:

- (a) Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of California applicable to contracts and agreements entered into and fully performed therein.
- (b) Relationship of the Parties: This Agreement is not a partnership between or joint venture by the parties hereto and neither party is the agent of the other. This Agreement is not for the benefit of any third party, whether or not referred to herein.
- (c) Captions: The captions used in connection with the paragraphs and subparagraphs of this Agreement are inserted only for the purpose of reference. Such captions shall not be deemed to govern, limit, modify, or in any other manner affect the scope, meaning, or intent of the provisions of this Agreement or any part thereof; nor shall such captions otherwise be given any legal effect.
- (d) Service of Process: In any action or proceeding commenced in any court in the State of California for the purpose of enforcing this Agreement or any right granted herein or growing out hereof, or any order or decree predicated thereon, any summons, order to show cause, writ, judgment, decree, or other process, may be delivered to Director personally outside the State of California; and when so delivered, Director shall be subject to the jurisdiction of such court as though the same had been served within the State of California, but outside the county in which such action or proceeding is pending. Any process in such proceeding may be served upon Director by, among other methods, delivering it or mailing it, by registered or certified mail, directed to such address as designated in this Agreement. Any such delivery or mail service shall have the same effect as personal service within the State of California.
- (e) Illegality: Nothing contained herein shall require the commission of any act or the payment of any compensation which is contrary to an express provision of law, statute, ordinance, regulation, collective bargaining agreement or contrary to the policy of such. If there shall exist any conflict between any provision contained herein and any such law/policy, the latter shall prevail; and the provision(s) herein affected shall be eliminated, curtailed or limited only to the extent necessary to remove such conflict; and as so modified, this Agreement shall continue in full force and effect.
- (f) Counterparts: This Agreement may be executed and delivered via facsimile or via other electronic means (e.g., email, etc.) in one or more counterparts, each of




which shall be deemed an original agreement, but all of which together shall constitute one and the same agreement.

ACCEPTED & AGREED TO:

Svarog- Afterburner Films Inc. (PRODUCER)

By: 
Its: _____

Oh Yeah, Inc. MVP Films, Inc. (DIRECTOR)
A _____ corporation

By: 
Its: _____

As of July 22, 2008
To: Svarog-Afterburner Films

Reference is made to the Director Agreement (the "Agreement") dated as of July 22, 2008 between you and MVP Films, Inc. ("Employer") for my services (Mario Van Peebles) in connection with the motion picture tentatively titled "Kerosene Cowboys" (the "Picture").

As an inducement to you to enter into the Agreement and as a material part of the consideration to you for so doing, I hereby represent, warrant and agree as follows:

1. I have heretofore entered into an agreement (the "Employment Agreement") with Employer covering the rendition of my services for Employer, and Employer has the right and authority to enter into the Agreement.
2. I am familiar with all of the terms, covenants, and conditions of the Agreement and consent to its execution; I shall perform and comply with all of the terms, covenants, and conditions of the Agreement on my part to be performed and complied with, even if the Employment Agreement should hereafter expire, be terminated (whether by myself or by Employer) or be suspended; the representations and warranties of Employer contained in the Agreement are true and complete; and I have granted to Employer all of the rights granted by Employer to you under the Agreement.



3. I am under no obligation or disability by law or otherwise which would or might prevent or restrict me from performing and complying with all of the terms, covenants and conditions of the Agreement on my part to be performed or complied with.

4. I will look solely to Employer and not to you for all compensation and other remuneration for any and all services which I may render and all rights which Employer may grant to you under the Agreement, unless I am substituted in place of Employer as a direct party in accordance with Paragraph 6 hereinbelow and provided Employer is paid subject to and in accordance with the Agreement.

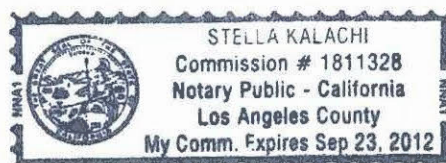
5. You shall be entitled to seek injunctive and other equitable relief against me to restrain enjoin and/or prevent the violation or breach by me of any of my obligations under the Agreement or under this inducement letter.

6. If Employer should be dissolved or should otherwise cease to exist or for any reason whatsoever should fail, be unable, neglect or refuse to perform and observe each and all of the terms covenants, conditions or other obligations of the Agreement requiring performance or compliance on its part, I shall, at your election, be employed directly by you and, in addition, I shall perform and observe each and all of the terms, covenants, conditions and other obligations of the Agreement upon the terms and conditions stated therein.

7. In the event of a breach of the Agreement by Employer or by me, you may join me in any action against Employer without being first required to resort to or exhaust any rights or remedies against Employer.

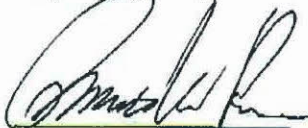
8. After a reasonable opportunity to review and negotiate in good faith (not to exceed five (5) business days), I shall execute and deliver to you such assignments and other documents consistent herewith as may be reasonably necessary to effectuate the rights granted by Employer, the form and content of which shall be reasonably designated by you. If I fail to execute and deliver such assignments and other documents within a reasonable time of your request therefor, you are irrevocably appointed my attorney-in-fact for such purposes (which appointment shall be deemed coupled with an interest and therefore irrevocable) to execute the same in my name; provided that you provide me with copies of documents executed by you pursuant to this Paragraph. No casual or inadvertent failure to provide me with copies of the applicable documents pursuant herein will constitute a breach hereof.

9. My remedy for any breach of the Agreement shall be limited to money damages, if any, pursuant to the dispute resolution provision set forth in the Agreement, and under no circumstances shall I be entitled to terminate or rescind the Agreement, or enjoin, restrain or in any way interfere with the use or exploitation of the Picture or your use of my name, voice, image and likeness or the results and proceeds of my services under the Agreement.



10. All of the services being performed by me pursuant to the Agreement are being performed as a "work made for hire" for you for copyright purposes, and accordingly, you shall be the author and copyright owner thereof. To the extent that the results and proceeds of any of my services are held not to be a "work made for hire", I assign the entire copyright and all rights of every type and nature in them throughout the universe in perpetuity to you.

Very truly yours,



Mario Van Peebles

