

PERSONAL MANAGEMENT AGREEMENT

This agreement is made on this _____ day of _____, _____ by and between LA MANAGEMENT CO. ("Manager"), on the one hand, and _____ ("Artist"), on the other hand as follows:

1. Engagement and Term. Artist hereby engages Manager as Artist's exclusive personal manager for a period of three (3) month's commencing on the date hereof ("Term"). Upon the expiration of the original term of this Agreement, this Agreement shall continue in full force and effect for an additional term of three years and thereafter for additional periods of three years, unless, not later than 120 days prior to the expiration of the current term, notice is given by either party of its election to terminate the Agreement at the end of the then current term.

2. Manager's Services. During the Term, Manager agrees to use reasonable efforts to promote, develop and advance the Artist's professional career and to advise and counsel Artist with respect to all phases of the entertainment industry. Manager's services hereunder are non-exclusive and Manager shall at all times be free to perform the same or similar services for others, as well as to engage in any and all other business activities including, without limitation, feature film and television production.

3. Excluded Services. Manager has advised Artist that Manager is not a talent agent or an employment agent, and that Manager is not licensed as such under California law or under the laws of any other state. Artist acknowledges that Manager is not and shall not be obligated to and has not offered or attempted to obtain, seek or procure employment or engagements for Artist. Artist agrees to at all time when possible utilize proper theatrical or other employment agencies to obtain employment and engagements for Artist.

4. Commissions.

(a) In consideration of Manager's services, Artist agrees to pay to Manager, as and when received by Artist during the Term, a sum equal to ten percent (10%) of any and all gross monies or other consideration ("Gross Earnings") which Artist may receive as a result of Artist's activities in the entertainment, amusement, music, recording and publishing industries including, without limitation, all sums resulting from the sale and/or other exploitation of Artist's literary materials and use and/or other exploitation of Artist's artistic and literary talents and the results and proceeds thereof. Without limiting the foregoing, commissionable activities shall include all activities in connection with motion pictures, television, radio, music, literary materials, theatrical engagements, personal appearances, residuals, and the use of Artist's name, voice, likeness and talents in connection therewith and in commercials and for other purposes of merchandising, advertising, endorsement and/or limitation, and without deduction or reduction of profit, shares, picture or other entertainment

package fees earned or received, directly or indirectly, by the Artist or Artist's person, firm or corporation on Artist's behalf.

(b) Artist agrees to pay Manager a commission at the rate provided herein following the expiration of the Term with respect to all engagements, contracts and agreements negotiated or entered into during the Term, and all extensions renewals, substitutions and resumptions thereof.

(c) Artist shall notify and irrevocably direct all third parties which are obligated to pay any Gross Earnings to Artist to pay such sums directly to Manager. The commission due to Manager hereunder shall be payable immediately upon receipt of the Gross Earnings upon which the commission is based. Manager may deduct and retain Manager's commissions and any expenses advanced by Manager on Artist's behalf from such sums prior to remitting the balance to Artist. The commission due and payable to Manager hereunder on any and all Gross Earnings received directly by Artist shall be delivered by Artist to Manager within ten (10) days after Artist's receipt thereof.

5. Termination. In the event either party to this Agreement wishes to terminate the same, such termination shall only be deemed valid by the terminating party issuing a written Notice of Termination to the other party. In the event such Notice is issued, LA MANAGEMENT CO. shall retain the right to all compensation (management fees) due from any and all projects on which Artist rendered and renders services:

- (a) During: the term of the Agreement.
- (b) For any services contracted prior to said termination, for which services are contracted to begin or continue, or residuals projected subject to said termination (i.e., television series contracts, commercials)
- (c) For any other such projects from which LA MANAGEMENT CO. may not unduly be withheld.

In the event such termination occurs, and Artist is currently or will be performing services under which the above terms apply, Artist's payment authorization will not be changed or amended, without written permission of GLOBE Management, until the term of the project is completed.

6. Expenses. All expenses incurred by Manager on Artist's behalf including, without limitation, pre-approved travel expenses and any pre-approved disbursements such as special photocopying and other duplication fees, long distance telephone calls, messenger costs, and the like attributable to Artist shall be paid by Artist and/or reimbursed by Artist if Manager initially advances the funds for said expenses. Manager is hereby authorized to deduct such reimbursable costs from any sums received by Manager for Artist. In the event Manager's presence is required outside of Los Angeles,

California on business for Artist, Artist shall pay and/or reimburse Manager for Manager's pre-approved reasonable expenses, including hotel, travel and living costs.

7. Non-Exclusivity and Conflicting Interest:

(a) Artist acknowledges and agrees that from time to time during the Term, acting alone or in association with others, Manager may package or act as the entrepreneur or promoter of any entertainment program in which Artist is engaged or may produce or co-produce entertainment projects with Artist or may employ Artist rights in literary or other such works. Such activity on Manager's part shall not constitute a breach of this Agreement or of Manager's fiduciary obligations and duties to Artists nor, except as set forth in subparagraph (b) below, affect Manager's right to its commissions hereunder.

(b) Manager shall not be entitled to commission from Artist in connection with Gross Earnings derived by Artist from any employment or agreement whereunder Artist is employed by Manager or by a firm or corporation owned or controlled by Manager and Manager shall not be entitled to commission from Artist in connection with Gross Earnings derived by Artist from the sale, license or grant of any literary or other rights to Manager or by a firm or corporation owned or controlled by Manager. Nothing herein shall excuse Artist from commission obligations merely because Manager also is employed on a project as a producer or co-producer or in some other management or supervisory capacity, if Manager is not Artist's employer, grantee or licensee.

8. Notices. All notices hereunder shall be delivered by personal service or sent by facsimile, email or by certified or registered mail, return receipt requested, postage prepaid, as follows:

To Manager: LA MANAGER CO.
Attn: Anthony Topman

With a Copy To: Mozafarian & Vaughn, LLP
20501 VENTURA BLVD, SUITE 205
WOODLAND HILLS, CA 91364

unless the applicable party notifies the other party as provided herein that notices should be sent to a different address. The date of mailing or telegraphing or in the case of personal service, the date of delivery shall be deemed the date of giving of said notice of change of address which shall be effective only upon actual receipt.

9. Miscellaneous Provisions.

(a) This Agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be modified or terminated except by an instrument signed by both parties. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future or of any subsequent breach thereof.

(b) This Agreement shall be deemed to have been executed in and shall be construed in accordance with California law and the parties hereto agree that any dispute hereunder shall be resolved in a California court in Los Angeles County and hereby submit to the jurisdiction of the California courts located in Los Angeles County, provided Artist and Manager shall have first attempted in good faith to settle any dispute through arbitration in Los Angeles, California, in accordance with the rules of the American Arbitration Association then obtaining.

(c) If any provision of this Agreement shall for any reason be deemed to be invalid or unenforceable, such unenforceability shall not affect the validity of the remaining provisions hereof and the remainder of this Agreement shall remain in full force and effect.

(d) Manager and Artist, as applicable, shall not be deemed to be in breach of any obligation hereunder unless and until such party has received specific written notices of the nature of any alleged breach and shall have failed to cure such breach within thirty (30) days after receipt of such notices.

(e) Nothing in this Agreement shall be construed to create a partnership or joint venture between Artist and Manager. Artist hereby agrees that Manager shall not be liable or otherwise responsible for a breach of contract or act or omission to act of Artist or any third person or entity with whom Artist deals and Artist shall indemnify and hold Manager harmless (including reasonable attorneys' fees) from any and all claims arising from any act or failure to act by Artist or any such third person or entity with whom Artist deals.

(f) Manager may appoint or engage employees or other entities to perform services hereunder under Manager's supervision in Manager's discretion. Manager shall have the right to assign all or any portion of this agreement to any person, firm, or corporation. Artist shall not have the right to assign this Agreement unless to a corporation wholly owned by Artist. Any merger or acquisition of Manager with or by another company shall not terminate this Agreement or the rights and obligations of the parties hereunder.

(g) Artist has sought and obtained independent counsel in connection with this Agreement and the terms and provisions hereof and fully understands the terms and conditions set forth herein.

(h) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.

The parties hereto have executed this Agreement as of the date first above written.

LA MANAGEMENT CO

Date: _____

By: _____

Title: _____

Date: _____

Artist
