

INDEPENDENT CONTRACTOR AGREEMENT INVESTOR SUITABILITY

Sales of the Units of Partnership Interests will be made only to persons who the General Partner has reasonable grounds to believe either personally possess the requisite knowledge and experience in financial or business matters to enable them to evaluate the merits and risks of the proposed investment, or together with their attorneys, certified public accountants, and/or other advisors, have such knowledge and experience.

The Limited Partnership Interests comprising this offering have not been registered with federal and/or state authorities and are being offered to a limited number of persons subject to stringent standards of suitability. Those standards are as follows:

(1) is acquiring a Unit for investment and not with view to resale or distribution and is a resident of the State of _____;

(2) can bear the economic risk of losing his entire investment;

(3) recognizes the restrictions on transferability of the Units, has adequate means of providing for his current financial needs and possible personal contingencies, has no need for liquidity of this investment and has no reason to anticipate any change in his personal circumstances, financial or otherwise, which might cause him to attempt to resell or transfer his Units;

(4) is familiar with the nature and risks attending investments in the entertainment industry and privately offered securities, and has determined that the purchase of the Units is consistent with his projected income and investment objectives;

(5) is aware that no trading market for his Units is likely to exist at any time and that his Units will at no time be freely transferable;

(6) either

(a) has a net worth of at least \$150,000 (exclusive of home, home furnishings and personal automobiles), or

(b) has an annual gross income of at least \$75,000, or

(c) has 200_ taxable income in the 30% marginal income tax bracket, or

(d) is an Accredited Investor as defined in the Memorandum; or

(7) has a net worth which is at least five times greater than the subscription price of the Units for which he has subscribed; or

(8) is an Accredited Investor.

An "Accredited Investor" includes:

(1) a natural person whose individual net worth, individually or together with his or her spouse exceeds \$1,000,000;

(2) a natural person who had an individual income, (not including his or her spouse's income), in excess of \$200,000 in 200_ and 200_ and who reasonably expects an income,(not including his or her spouse's income), in excess of \$200,000 in 199_;

(3) a director, executive officer, or general partner of the Partnership, or any director, executive officer, or general partner of one of the General Partners; or

(4) a person who purchases at least \$150,000 of the securities being offered, where the purchaser's total purchase price does not exceed 20% of the purchaser's net worth, individually or together with his, or her spouse;

(5) an entity in which all of the equity owners are accredited investors under subparagraphs (1), (2), or (3) above.

FIDUCIARY RESPONSIBILITY OF THE GENERAL PARTNER

Subject to his fiduciary responsibility to the Limited Partners, the General Partner has complete and exclusive discretion to manage and control the business of the Partnership. He is required to make all decisions affecting the business and affairs of the Partnership to the best of his ability and to use his best effort to carry out the purpose of the Partnership. In so doing, and to the extent consistent therewith, the General Partner is required to take all actions necessary or appropriate to protect the interests of the Limited Partners as a group and of the Partnership. The General Partner will be required to devote as much of his time as is necessary to the affairs of the Partnership; however, it is expressly provided that the General Partner does not have to give one hundred percent (100%) of his time to the Partnership.

The General Partner will not be liable, responsible, or accountable in damages or otherwise to any of the Limited Partners, and the Partnership hereby indemnifies the General Partner from any such damages and related expenses (including reasonable attorneys' fees) due to any act or omission performed or omitted by the General Partner in good faith on behalf of the Partnership and in a manner reasonably believed by the General Partner to be within the scope of the authority granted to him except for willful misconduct, gross negligence, or any breach of the General Partner's fiduciary duty as General Partner with respect to such acts or omissions, provided, however, that the General Partner will not be liable to the Partnership for any damage which is covered by insurance. Without limiting this provision, any act or omission taken in accordance with the express provisions of this Agreement, or with the advice of counsel for the Partnership or the accountants for the Partnership shall be deemed to have been taken in good faith.

The General Partner may not be liable to the Partnership or Limited Partners for errors in judgment or other acts or omissions not amounting to willful misconduct or gross negligence, since provision has been made in the Limited Partnership Agreement for exculpation of the General Partner. Therefore, purchasers of the interests have a more limited right of action than they would have absent the limitation in the Partnership Agreement.

The Partnership Agreement provides for indemnification of the General Partner by the Partnership for liabilities it incurs in dealings with third parties on behalf of the Partnership. To the extent that the indemnification provisions purport to include indemnification for liabilities arising under the Securities Act of 1933, in the opinion of the Securities and Exchange Commission, such indemnification is contrary to public policy and therefore unenforceable.

SUMMARY OF PARTNERSHIP AGREEMENT

The statements made herein concerning the Limited Partnership Agreement are merely an outline and do not purport to be complete; they are qualified in their entirety by express reference to the copy of the Limited Partnership Agreement contained within this Private Offering Memorandum.

This Partnership is intended to be a Limited Partnership and is to be organized pursuant to the __STATE__ Uniform Limited Partnership Act. Upon execution by the Partners, the General Partner shall file a Certificate of Limited Partnership Agreement with the Secretary of State of the State of __ (STATE) __. Should there be additional assessments or changes made to this Agreement, Amended Certificates must also be filed. The Limited Partners, by execution of the Limited Partnership Agreement, grant a Power of Attorney to the General Partner to execute such Amendments as well as to perform such other acts as are necessary or incident to the Limited Partnership Agreement.

Control of Operations and Vote of Limited Partners. The Partnership shall be managed by the General Partner, who shall devote to the Partnership such time as shall be reasonably required. The Limited Partners will have no participation in or control over the management of the Partnership, except that Limited Partners owning 100% of the Units (or Limited Partners owning more than two-thirds but less than 100% of the Units, upon obtaining a judgment from a court of competent jurisdiction, or an opinion of counsel, that such action will not be deemed as taking part in the control of the business of the Partnership) may remove a General Partner for cause.

Liability and Indemnification. The General Partner will, to the extent of his assets, be generally liable for all obligations of the Partnership to the extent such obligations are not paid by the Partnership or are not, by their terms, limited to recourse against specific property. The General Partner will not, however, be liable to the Limited Partners because any taxing authorities disallow or adjust any deductions or credits reflected in the Partnership income tax returns.

The Partnership will indemnify and hold harmless the General Partner and his successors and assigns from any liability or damage resulting from any act or omission made by him in connection with the business of the Partnership, including, without limitation, reasonable costs and expenses of litigation and appeal (including reasonable fees and expenses of attorneys) provided such acts or omissions are within the terms of the Partnership Agreement and made in good faith and in accordance with sound business practices.

The General Partner will not be entitled to any indemnity for any liability arising from his fraud or willful misconduct. Limited Partners will not be liable for the expenses, liabilities or obligations of the Partnership or of the General Partner, and the liability of each Limited Partner will be limited solely to the amount of his contribution to the capital of the Partnership.

Withdrawal or Removal of a General Partner and Transfer or Encumbrance of a General Partner's Interest. The Limited Partners owning 100% of the Units (or those owning at least two-thirds of the Units, upon obtaining a judgment of a court of competent jurisdiction or an opinion of counsel that such action will not be taking part in the control of the business of the Partnership) may remove a General Partner for fraud, gross negligence, malfeasance or misfeasance. A General Partner may not transfer or encumber his Partnership interest without the consent of all the Limited Partners. A General Partner may not withdraw or resign as a General Partner, until the Purchase Note has been fully paid or provided for, without the prior written consent of Limited Partners owning at least two-thirds of the Units.

Allocations of Profits and Losses; Capital Accounts. The Partnership shall establish for each Partner a Capital Account which shall be credited with the amount of his Capital Contributions to

the Partnership, shall be credited or charged, as the case may be, with his share of the Partnership profit or loss and shall be charged with the amounts of any Distributions to him.

The profits and losses of the Partnership shall be determined for each fiscal year in accordance with the accounting principles followed by the Partnership for Federal Income Tax purposes. Specifically, profits and losses of the Partnership shall be allocated as follows: (a) ninety-nine percent (99%) to the Limited Partners, and one percent (1%) to the General Partner until each Limited Partner has received \$25,000 for each Unit he owns, at which time (b) seventy percent (70%) to the Limited Partners, and thirty percent (30%) to the General Partner until each Limited Partner has received an additional \$25,000 for each Unit owned, at which time (c) fifty percent (50%) to the Limited Partners and fifty percent (50%) to the General Partner.

Distributions. Distributions shall be made in accordance with the allocation of profits and losses set forth above.

Amount and Time of Distributions. Amounts available for distribution, and the timing thereof, shall be determined from time to time by the General Partner.

Transfer of Limited Partner's Interest. No Partnership interest may be transferred or assigned unless (1) the transferor delivers an opinion of counsel satisfactory to counsel designated by the General Partner that neither the transfer nor any offering in connection therewith violates any Federal or State securities law, (2) the transferee executes a counterpart of the Partnership Agreement and a statement that he is acquiring such Limited Partnership interest for his own account for investment and not with a view to distribution, fractionalization, or resale thereof, (3) the General Partner consents to the transfer, which shall be in his sole discretion, and (4) such transfer does not, in the opinion of counsel to the Partnership, result in any adverse tax consequences to the Partnership or the remaining Limited Partners. No substitution may be made unless the transferor delivers an instrument of substitution, the transferee adopts the terms of the Partnership Agreement, the General Partner consents to such substitution (the granting or denial of which shall be within his sole discretion), a reasonable transfer fee is paid and an amendment to the Certificate of Limited Partnership is filed.

Books, Records and Reports. The books and records of the Partnership shall be kept on the basis to be used for income tax reporting purposes and shall be kept at the offices of the Partnership at ____ (ADDRESS) _____. Limited Partners shall receive within 75 days after the end of each fiscal year, or as soon thereafter as is practicable, all information necessary for each Partner's tax reporting purposes as prepared by the Partnership's independent certified public accountants.

Power of Attorney. In the Partnership Agreement, the Limited Partners agree to grant the General Partner a power of attorney, with full power of substitution, designated as a special power of attorney coupled with an interest, to execute and file:

(1) any amendments to the Certificate of Limited Partnership which comply with the Partnership Agreement;

(2) any instrument which may be required to be filed or which the General Partner believes to be in the best interest of the Partnership to file; and

(3) any documents which may be required to effect any amendment to the Partnership Agreement (including any amendment necessary or appropriate to conform the terms of the Partnership Agreement to the matters described in this Memorandum) or any continuation, dissolution or termination of the Partnership, or admission of a Limited Partner, in accordance with the terms of the Partnership Agreement.