

FROM PAUL HASTINGS #1

2004

INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and entered into as of this 28 day of June, by and between INTERARTS PRODUCTIONS, INC., a California corporation (the "Company"), and Sara Anderson limited liability company ("Independent Contractor").

Recitals

WHEREAS, the Company is in the business of creating, developing, authoring, promoting, distributing, selling, publishing, licensing and/or otherwise exploiting (a) theatrical motion pictures, television programs and motion picture videotapes, DVD's, and other digitized visual media-- (b) videotapes, videocassettes, videodiscs, computer games and CD-ROMS featuring live action and animated characters, (c) children's books, (d) plush toys, plush dolls, boardgames and toys, and (e) clothing and apparel.

WHEREAS, the Company desires to engage Independent Contractor to render animation services relating to the design, production and development of animated cartoons (the "Project") for the ZEN-BEAR® properties described in Exhibit A attached hereto (the "Characters"); and

WHEREAS, Independent Contractor desires to render said services to the Company on the basis and terms and conditions hereinafter set forth.

NOW, THEREFORE, the Company and Independent Contractor hereby agree as follows:

1. Scope of Agreement. The Company hereby retains Independent Contractor and Independent Contractor hereby agrees to render services to the Company, upon the terms and conditions hereinafter set forth.

2. Term of Agreement. This Agreement shall commence as of the date hereof and shall remain in effect until Independent Contractor completes its services under this Agreement, unless sooner terminated as provided herein.

3. Duties of Independent Contractor. Independent Contractor shall provide consulting services relating to the Project conforming to the duties and requirements prescribed by the Company and in accordance with the completion schedule established by the Company. Independent Contractor shall be responsible for the professional quality, technical accuracy, and timely completion of its services furnished under this Agreement. Independent Contractor shall, without additional compensation,


H. Venue. All disputes which arise under this Agreement shall be resolved by litigation solely in the courts located in Los Angeles County in the State of California including, but not limited to, the United States District Court for the Central District of California. The parties hereto consent to the exclusive jurisdiction of such courts, waive any defense which they otherwise might have based on lack of jurisdiction and/or improper venue and agree to accept the service of process by mail at the address set forth in Paragraph 14 (B).

I. Entire Agreement; Waiver. This Agreement constitutes the entire agreement between the Company and Independent Contractor with respect to the subject hereof, and fully supersedes any prior agreements or understandings with respect thereto. No provision of this Agreement shall be deemed waived, amended or modified by any party, unless such waiver, amendment or modification will be in writing and signed by the party or its authorized agent against whom such waiver, amendment or modification will be enforced.

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

The "Company"

INTERARTS PRODUCTIONS, INC.

By: 
 Terence Dunn
 President

Address: 1736 Stoner Avenue, #3
 Los Angeles, California 90025
 Facsimile: (310) 820-5377

"Independent Contractor"

By: 

Its: _____

Address: 2370 Fountain Crest Ln #16,
Thousand Oaks, CA 91320

Facsimile: _____

CONSENT OF SPOUSE / PARTNER

The undersigned hereby certifies that:

(1) I am the ^{PARTNER / CO-HABITANT} spouse of Shirley Anderson
who has agreed to be bound by the terms and provisions of that
certain Independent Contractor Agreement (the "Agreement") dated

(2) I have read and approve of the provisions of the
Agreement, including without limitation those relating to the
disclosure and assignment of intellectual property, discoveries
and trade secrets;

(3) I agree to be bound by and accept all of the
provisions of the Agreement in lieu of all other interests I may
have or claim in such intellectual property, discoveries and
trade secrets. Further, I hereby waive any and all right, title
and interest, including my community property interest, if any,
in and to such intellectual property, discoveries and trade
secrets; and

(4) I hereby make, constitute and appoint my spouse
as my true and lawful Attorney-in-fact to make, execute,
acknowledge, verify, file, record, publish or deliver all such
agreements, certificates, instruments and documents and to
perform all acts as he/she shall deem necessary or appropriate to
affect such disclosure and assignment of intellectual property,
discoveries and trade secrets, including any portion of such
intellectual property, discoveries and trade secrets that may be
my community property.

Executed on 6/29/04

Shirley Anderson