

As of January 20, 2010

Karen Maxwell
811 N. Sweetzer Ave
West Hollywood, CA 90069

Luke Rold
667 S. Detroit St.
#302
Los Angeles, CA 90036

Trever Fadrhonc
748 N. Harper Ave
Los Angeles, CA 90046

Re: “Living the Dream” - Distribution Agreement

Dear All:

The following sets forth the principal terms and conditions of the agreement between Karen Maxwell, Luke Rold, and Trevor Fadrhonc (collectively, “Producer”) and ContentFilm International Limited (“Content” or “Distributor”) in connection with the acquisition by Content of certain distribution rights in and to the audio visual series entitled “Living The Dream”(the “Programming”) all as more particularly described below:

1. Programming Elements:

(a) Description/Length: The audio visual content produced and owned by Producer entitled “Living the Dream” consisting of 7 x 8-9 minute episodes of Season 1, plus 5 x 5 minute extra episodes, and 7 x 8-9 minute episodes of Season 2 (each, an “Episode” and collectively, the “Programming”).

2. Territory: The universe.

3. Term: Commencing upon the date as first written above and continuing for two (2) years from Delivery (as such term is hereinafter defined) of the last episode or version of the Programming acquired by Distributor (the “Term”). Content will have the right to sub-license the Programming for up to three (3) years in excess of the Term, in which event, the Term shall, with respect to the rights and territories licensed under such sub-license(s), be automatically extended for the duration of such sub-license(s).

4. Rights: Producer hereby grants and assigns and will, on an ongoing and continuing basis, grant and assign to Content the exclusive right to market, promote, exhibit, perform, reproduce, sell, distribute, turn to account and otherwise exploit the Programming in the Territory during the Term in the Media (as hereinafter defined) (collectively, the “Rights”).

- a. Media: “Media” means collectively all media including, without limitation, the following:
- i. TV: All forms of television now known or hereafter devised e.g., free, pay (whether pay per view or subscription), cable, cable retransmission, IPTV (for viewing on television sets), DSL TV, direct broadcast satellite, digital, high definition, closed circuit, group television exhibition and mobile or internet simultaneous retransmission (collectively, “TV”).
 - ii. VOD: All forms of “video on demand” now known or hereafter devised including, but not limited to, “near video on demand”, whether delivered to a television receiver, whether on pay per view, subscription or free basis and/or delivered over the Internet by a third party (collectively, “VOD”).
 - iii. Home Video: All forms of home video now known or hereafter devised (e.g., video cassettes, DVD’s, laser-discs, CD-ROM’s, UMD’s and analogous devices and formats) including, but not limited to, electronic sell through (electronic delivery of a program for permanent retention and repeat viewing in return for a specific payment) (collectively, “Home Video”).
 - iv. Broadband: Distribution via any broadband or internet service allowing the streamed or downloaded delivery of programming (including podcasts of programming) (collectively, “Broadband”).
 - v. Mobile: Distribution to mobile phones by any means including, but not limited to, wireless transmission (collectively, “Mobile Rights”).

In accordance with the Rights granted to Content, Producer shall immediately institute password protection for any Episodes that are available or exploited on Producer’s website and any Episodes that are being distributed on existing platforms shall be removed. Content’s Rights with respect to season 2 shall be contingent upon Content generating deals worth \$8,400, plus the amount of its Distribution Fee thereon.

5. Payments to Producer: Subject to the satisfaction of all Conditions Precedent (as hereinafter defined), and provided that Producer has otherwise fully complied with all terms, conditions, representations, warranties and covenants hereof, Content shall pay Producer the following amounts on a fully consolidated and cross-collateralized basis:

- a. Defined Proceeds: An amount equal to one hundred percent (100%) of the Defined Gross (as hereinafter defined) remaining after deducting the following amounts in the following order:
- i. Distribution Fee: Twenty Seven and a half percent (27.5%) of Defined Gross (the “Distribution Fee”).
 - ii. Distribution Expenses: All reasonable, direct, verifiable out-of-pocket distribution costs and expenses incurred by Content in connection with the Programming (“Distribution Expenses”) on a fully consolidated cross-collateralized basis among all Programming and Rights including, but not limited to, marketing, promoting

and advertising costs, costs relating to the creation and/or delivery of materials, and Collection and Enforcement Expenses (as hereinafter defined).

All Defined Gross and deductions therefrom shall be calculated on a fully consolidated and cross-collateralized basis among all Rights and Media throughout the Territory and among the Programming. "Defined Gross" means an amount equal to all revenue received by or credited to Content from Content's exploitation of the Programming, less all rebates, credits, allowances or refunds given or accorded by Content to third parties in respect of the Programming, applicable taxes actually paid in connection with the Programming, the cost of accounts receivable insurance actually obtained in connection with the Programming and reasonable allowances for bad debt and returns. For purposes of clarity, Defined Gross and Distribution Expenses shall be cross-collateralized among and between the Programming, but shall not be cross-collateralized with any other programming provided by Producer to Content that is unrelated to the Programming that is the subject of this Agreement.

As used herein, "**Collection and Enforcement Expenses**" means the aggregate of all costs and expenses actually paid, incurred or credited to third parties or caused to be paid, incurred or credited to third parties in connection with (i) reasonable outside legal fees and expenses in connection with the enforcement or preservation of any rights in respect of the Programming, (ii) collection of any amounts payable in respect of the Programming or (iii) litigation arising in connection with the Programming, all of which such costs and expenses, if any, shall be incurred in Distributor's sole discretion, subject to consultation with Producer.

6. Delivery: Delivery of the Programming shall be effected no later than March 15, 2010 (the "Delivery Date"); provided, however, that domestic version video masters shall be delivered to Distributor as soon as the same are available to enable Distributor to create international English-version screeners and other promotional materials. Time is of the essence and delivery by the Delivery Date is a material obligation of Producer hereunder. "**Delivery**" means the physical delivery to Content, and actual acceptance by Content, no later than the applicable Delivery Date at the locations designated in the Delivery Schedule, at Producer's sole cost and expense and free and clear of any liens, claims, charges, limitations, restrictions or encumbrances of any kind, of the following: (a) all of the schedules, details and information required to be delivered pursuant to this Agreement, and (b) all of the physical materials and items enumerated in the Delivery Schedule attached hereto as Exhibit "A" in accordance with all specifications and criteria contained herein and therein. As delivered, the Programming shall: (a) have been produced, recorded (not dubbed) and delivered in the English language; (b) be completely finished, fully edited and titled and fully synchronized with language, dialogue, sound and music, recorded with sound equipment pursuant to valid licenses; (c) in all respects be ready, and of a first class technical quality suitable for broadcast, exhibition and release in all media throughout the Territory; and (d) contain all necessary and proper clearances and credits for the actors, directors, writers and all other persons appearing in or connected with the production of the Programming who are entitled to receive the same. In consultation with Producer, Content may itself obtain any items in Exhibit A that Producer does not deliver and Content may recoup the costs thereof as Distribution Expenses.
7. Accounting/Reporting: Within sixty (60) days of the end of each calendar quarter during the first two (2) years of the Term and semi-annually thereafter, Content will prepare and issue a detailed, consolidated accounting statement setting forth the Defined Gross and all Distribution Fees and Expenses and any other deducted costs for such period accompanied by payment of the amount, if

any, that is indicated to be payable to Producer thereunder. Producer shall, at its own cost and expense, have the right during the Term to audit Distributor's applicable books and records pertaining to the terms of this Agreement, including, subject to any applicable confidentiality restrictions, underlying distribution agreements and statements issued to Distributor thereunder, at the place where Distributor maintains the same in order to verify statements and information therein rendered hereunder. Any such audit shall be conducted only by a Chartered Accountant, Certified General Accountant or Certified Public Accountant on reasonable written notice during reasonable business hours in such manner as not to interfere with Distributor's normal business activities. In no event shall an audit with respect to any earnings statement commence later than 24 months from Producer's receipt of the earnings statement involved; nor shall an audit with respect to any earnings statement continue for longer than 30 consecutive days; nor shall audits be made hereunder more frequently than once annually; nor shall the records supporting any earnings statement be audited more than once. All earnings statements rendered hereunder shall be binding upon Producer and not subject to objection for any reason unless such objection is made in writing, stating the basis thereof and delivered to Distributor within 24 months from Producer's receipt of the earnings statement, or if an audit is commenced prior thereto, within 90 days from the completion of the relative audit.

8. Representations and Warranties: Producer represents and warrants that: (i) it owns and will own all right, title and interest in and to the Programming, (ii) the Rights granted to Content hereunder are and will be free of any defects, claims, liens, encumbrances and restrictions, (iii) the Programming and Content's exploitation of the Rights will not violate or infringe upon the rights of any person or entity, (iv) it has obtained all rights and clearances with respect to any and all persons, entities, places and products portrayed or referenced in the Programming to the extent necessary for Content to fully exploit the Rights granted hereunder, and (v) the Programming is or will be at all times during the Term of this agreement covered by a standard errors and omissions insurance policy on which Content is named as an additional insured with a deductible of no more than Ten Thousand Dollars (\$10,000) and limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, as further set forth in Paragraph 9 below, provided however, that Content may provide as necessary and recoup as a Distribution Expense. Each party further represents and warrants that it has the right, capacity and authority necessary to enter into this agreement and to perform all of its obligations hereunder, and agrees that it shall defend, indemnify and hold the other party harmless from any against any breach of any representation or warranty made by it under this agreement. Producer further agrees that its indemnification and hold harmless obligations hereunder shall extend to claims, losses, damages and liabilities arising out of any violation or infringement upon the rights of any person or entity as a result of Content's exploitation of the Rights irrespective of whether or not the same would constitute a breach of Producer's representations and warranties hereunder.
10. Distribution: Content shall, consistent with its custom and practice, use good faith efforts consistent with its business judgment to exploit the Rights in the Territory, monitor and enforce any and all sub-licensing agreements entered into by Content, and collect license fees, royalties and other payments due thereunder. Notwithstanding the foregoing, Content makes no representation or warranty that the Programming will generate any particular level of revenue and in no event shall Content incur any liability based upon any claim that Content has failed to realize receipts or revenue which should or could have been realized
11. Clearances/Residuals: Producer will be solely responsible for the payment of all residuals, clearance fees, royalties, participations and other third party payments arising in connection with the Programming. Content will have the right, but not the obligation, to pay any such costs that arise, in which event Content shall be entitled to recoup the same from any amounts that would otherwise be payable to Producer hereunder.

12. Conditions Precedent: Content's obligations are conditioned upon Content's receipt of the following (each of which must be in form and substance satisfactory to Content): (i) complete chain of title for all Programming including, but not limited to, licenses in respect of all music contained therein, (ii) evidence of the errors and omissions insurance policies for the Programming and the addition of Content thereto (the "E&O Insurance") and (iii) execution of the Memorandum of Distribution Agreement and Assignment attached hereto and Exhibit "B" (the "**Conditions Precedent**").
13. Cutting/Editing Rights: Content shall not cut or edit the Programming, provided that Content shall have the right to make (or authorize others to make) such changes or cuts to the Programming as may be required (i) by any duly constituted censorship or other duly constituted governmental authority, (ii) to enable the Programming to comply with standards and practices requirements throughout the Territory; (iii) for the distribution and exhibition of the Programming on airlines and ships at sea; (iv) to meet any exhibition requirement or the time segment requirements of all forms of television in the Territory; and (v) for sub-titling or dubbing purposes.
14. Indemnity:
 - i. Producer: Producer shall indemnify Distributor, its subsidiary and affiliated companies, their officers, directors, employees, exhibitors, licensees and assignees, against any and all claims, liability, damages, costs and expenses, including reasonable outside attorneys' fees, in connection with any third party claim or action arising out of or relating to any infringement or violation of the rights of any person or entity in any part of the Territory because of plagiarism, copyright infringement, patent, libel, slander, invasion of privacy, breach of contract, or any other claim concerning the Programming, or connected with or resulting from any breach by Producer of any of its representations, warranties or agreements under this Agreement. Upon notice from Distributor of any such claim, demand or action being advanced or commenced, Producer shall adjust, settle or defend the same at Producer's sole cost. Notwithstanding the foregoing, Distributor shall have the right but not the obligation to adjust, settle or defend such claim, demand or cause of action, without affecting Producer's indemnity; provided, that if Producer provides financial assurances reasonably satisfactory to Distributor assuring Distributor of reimbursement for all payments and expenses in connection with such claims, demands and causes of action (including, without limitation, reasonable attorneys' fees, whether or not litigation is commenced), Distributor shall not settle such claim, demand or cause of action without Producer's consent, which shall not be unreasonably withheld. The previous sentence shall not apply and Distributor's right to settle any claim, demand or cause of action and Producer's indemnity obligation shall remain unlimited where Distributor deems advisable a settlement of a lawsuit in which a claim, demand or cause of action for an injunction is made against the production, distribution and/or exploitation of the Programming. In any case, whether Producer or Distributor adjusts, settles or defends such claim, demand or cause of action, within 15 days after demand (which demand shall include a reasonably detailed description of Distributor's payments and expenses) therefor by Distributor, Producer shall reimburse Distributor fully for all such payments and expenses, including attorneys' fees, in connection therewith. If Producer fails so to reimburse Distributor, without waiving its right otherwise to enforce such reimbursement, Distributor shall have the right to deduct such amount, or any part thereof, from any sums accruing to or for the account of Producer under this or any other agreement.

- ii. Distributor: Distributor shall indemnify and defend Producer, its subsidiary and affiliated companies, their officers, directors and employees against any and all claims, liability, damages, costs and expenses, including reasonable outside attorneys' fees, in connection with any third party claim or action arising out of or relating to any breach by Distributor of any of its representations, warranties or agreements under this Agreement. Upon notice from Producer of any such claim, demand or action being advanced or commenced, Distributor shall adjust, settle or defend the same at Distributor's sole cost. Notwithstanding the foregoing, Producer shall have the right but not the obligation to adjust, settle or defend such claim, demand or cause of action, without affecting Producer's indemnity; provided, that if Distributor provides financial assurances reasonably satisfactory to Producer assuring Producer of reimbursement for all payments and expenses in connection with such claims, demands and causes of action (including, without limitation, reasonable attorneys' fees, whether or not litigation is commenced), Producer shall not settle such claim, demand or cause of action without Distributor's consent, which shall not be unreasonably withheld. In any case, whether Producer or Distributor adjusts, settles or defends such claim, demand or cause of action, within 15 days after demand (which demand shall include a reasonably detailed description of Distributor's payments and expenses) therefor by Producer, Distributor shall reimburse Producer fully for all such payments and expenses, including attorneys' fees, in connection therewith.
15. Long Form: Producer and Content will in good faith negotiate a long form distribution agreement (the "Long Form Agreement"), incorporating the terms and conditions set forth herein and including such additional terms and conditions as are customary in distribution agreements of this nature including, but not limited to, accounting provisions, representation, warranties, indemnities, limitation of remedies and delivery and inspection procedures. Unless and until such time as the Long Form Agreement is executed, this agreement shall be binding and enforceable between the parties.
16. Additional Seasons/Episodes: In the event that the Producer produces or commissions additional seasons or episodes of the Programming (including, but not limited to, sequels, remakes or spin-offs) ("Additional Programming"), Distributor will have the first option to acquire the distribution rights in the Additional Programming on terms and conditions to be negotiated in good faith. Distributor's rights hereunder must, in each case, be exercised within thirty (30) days of Distributor's receipt of written notice from Producer that any Additional Programming has been produced.
17. Remedies/Termination: Notwithstanding any other provision of this Agreement, Producer's sole remedy for breach by Distributor of any of its obligations under this Agreement shall be an action at law for damages and Producer acknowledges that such damages are fully adequate to compensate Producer in the case of any breach by Distributor hereunder. In no such event shall Producer seek or be entitled to rescission, injunctive or other equitable relief
18. Survival. Upon expiration of the Term or any termination of this agreement, all representations and warranties of the parties shall survive.
19. Notices: All notices required hereunder shall be in writing (except as otherwise specified herein) and shall be given either by personal delivery, telecopier (with a copy sent by regular or overnight mail [postage prepaid]) or by regular or overnight mail (postage prepaid), and shall be deemed given hereunder on the date personally delivered or telecopied, on the date one (1) business day after the date delivered to an overnight mail courier, the date two (2) business days after the date mailed if mailed by regular mail in the United States for delivery within the United States, or the

date seven (7) business days after the date mailed if mailed outside of or to be delivered outside of the United States. Until further notice, the addresses of the parties shall be as follows:

For Producer: Karen Maxwell
811 N. Sweetzer Ave
West Hollywood, CA 90069

Luke Rold
667 S. Detroit St.
#302
Los Angeles, CA 90036

Trever Fadrhonc
748 N. Harper Ave
Los Angeles, CA 90046

For Content: ContentFilm International Limited
225 Arizona Ave
Suite 250
Santa Monica, CA 90401
Attention: Business & Legal Affairs
Fax: (310) 576-1098

20. Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of California, applicable to contracts entered into and fully performed therein. Any and all disputes arising out of or relating to this Agreement shall be resolved by binding expedited arbitration (“Arbitration”) under the rules of JAMS/Endispute in effect at the time the notice of arbitration is filed, which arbitration shall take place in Los Angeles, California. The parties hereto will abide by any decision or award in the Arbitration which decision or award shall be final and binding and any court having jurisdiction may enforce it, and the parties submit to the personal jurisdiction and venue of the courts in Los Angeles, California to compel Arbitration or to confirm an Arbitration award. The parties agree to accept service of process in accordance with the rules of JAMS/Endispute. The prevailing party in any arbitration or other legal proceeding brought pursuant hereto shall be entitled to recover all of its reasonable outside attorneys' fees and expenses actually incurred.

21 Miscellaneous: This agreement supersedes and cancels all prior negotiations and understandings between the parties and contains all of the terms, conditions and agreements of the parties with respect to the transactions contemplated herein. This agreement shall inure to the benefit of and be binding upon each party's successors and assigns. No modification or waiver of this agreement shall be valid or binding unless in writing and executed by both parties (or the waiving party in the case of a waiver). This agreement may be signed by facsimile and in counterparts. Neither party may assign or transfer any of its rights hereunder to any person, firm or corporation without the prior written consent of the other party, provided that Distributor may assign this Agreement without Producer's consent (i) in connection with a merger, consolidation, reorganization or sale of all or substantially all of its assets, (ii) to any subsidiary, affiliate or related company of Distributor, and/or (iii) by way of security to its lenders.

If the above terms are acceptable, please sign in the space below in order to indicate your acceptance and willingness to be bound by the foregoing terms and conditions.

Exhibit "B"

MEMORANDUM OF DISTRIBUTION AGREEMENT
AND ASSIGNMENT

This Memorandum confirms that for value received, the undersigned, Karen Maxwell, Luke Rold and Trevor Fadrhonc (collectively, "Producer"), has sold, granted, set over and assigned to ContentFilm International Limited ("Content"), all distribution and exploitation rights in and to the audio-visual series entitled "Living the Dream" (consisting of 7 episodes of Season 1, plus 5 extra episodes, and 7 episodes of Season 2) (collectively, the "Programming") and all elements thereof including, but not limited to, the exclusive right to market, distribute and otherwise exploit the Programming, by every means, method, process, medium or device now known or hereafter devised, in and for the following:

Media: All media including, without limitation, television (free, pay, pay-per-view, cable, broadcast and otherwise), home video, vod, nvod, broadband, mobile, on-line, non-theatrical, and ancillary, whether now known or hereafter existing.

Term: Commencing the date hereof and continuing until terminated in accordance with the Distribution Agreement (as hereinafter defined).

Territory: The universe.

[The Programs are copyrighted in the name(s) of ^ _____, U.S. Copyright Office registration numbers ^ _____]

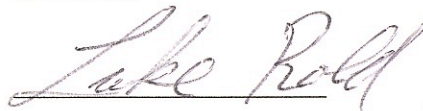
The foregoing and certain related additional rights are more particularly described in, and this Memorandum is subject to the terms and conditions of, that certain agreement (the "Distribution Agreement") dated as of January 20, 2010 between Content and the undersigned.

DATED: As of January 20, 2010

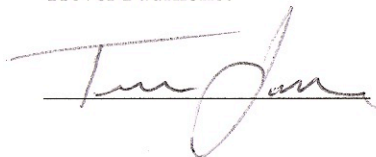
Karen Maxwell:



Luke Rold:



Trevor Fadrhonc:



5th March
2010

PLEASE SEE ATTACHED "CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT"