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APRIL 2017

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**PRESTIGE FILM RELEASING, LLC
LOS ANGELES, CA**

February 23, 2012
Letter of Intent

This letter will confirm our understanding in principle as to the distribution by PRESTIGE FILM RELEASING, LLC, a California limited liability company, ("Distributor"), whose principal is James R. Spitz and Claws, LLC., a limited liability company, the producer ("Producer") of the motion picture currently entitled "Claws" which is more fully described in Schedule A (the "Picture").

It is intended that upon confirmation in form acceptable to Distributor, by Producer, of the availability of not less than an amount to be determined for prints and advertising, the terms and conditions of which, if sourced from a third party ("Lender"), are acceptable to Producer and Distributor, Distributor and Producer will negotiate in good faith and complete the terms of a Distribution Agreement.

The terms of the Distribution Agreement will include but not be limited to the grant by Producer to Distributor in the Territory of North America (U.S and Canada), for a Term of 15 years, of the Rights of distribution, exhibition, sale, leasing, licensing, and other exploitation of the Picture in any and all media, whether now known or hereafter developed, discovered, invented or created, in contemplation of an initial release of the Picture to a minimum of 1500 theatres, with the total number of theatres to be determined during the period beginning February 23, 2012, and ending at a date to be determined, and the payment to Distributor of an initial payment upon completion of said Picture of \$10,000 (ten thousand dollars). If after completion of said Picture, the Producer engages the Distributor to perform the duties outlined in this agreement, then and in that event, any agreed upon sum for the performance of those duties, shall include the \$10,000 (ten thousand dollars) initial payment. In the event that the Producer engages a different party to distribute said Picture, then Prestige Film Releasing, LLC will receive as its total compensation the \$10,000 (ten thousand dollars) it was paid at the completion of said picture, with the Distributor or a mutually agreed third party acting as Collection Agent. Distributor agrees that the Members shall actively and personally participate in the performance of Distributor's obligations under the Distribution Agreement.

The termination date of this Letter of Intent shall be determined at a later date, with or without a signed Distribution Agreement in place, unless this Letter of Intent is extended by mutual agreement of Producer and Distributor.

Upon signing this Letter of Intent, Distributor consents to the representation by Producer to a Lender or Lenders upon identification to Distributor of the terms and conditions of this Letter of Intent.

Confidential information are such information that the discloser considers "confidential" and "proprietary", and will be transmitted in writing to Recipient and marked "CONFIDENTIAL" or "PROPRIETARY", even if initially disclosed orally. All

Confidential and Proprietary information disclosed by Discloser to Recipient shall remain the property of Discloser and shall either be returned to Discloser or destroyed at its request. Confidential or Proprietary information excludes information and/or documents that a) are already known to Recipient at the time of receiving such Confidential, information or Proprietary information from Discloser; b) are publicly known or becomes publicly known through no wrongful act of Recipient; or c) were received by Recipient without breach of this letter or the Distribution Agreement from a third party with no restriction as to the use and disclosure of the information; or d) are furnished to a third party by Discloser without restriction on the rights of the third party; or e) were approved for general release by written authorization of Discloser;


Producer represents that it holds all rights, title and interest in and to the Picture, it has the right and authority to enter into the anticipated Distribution Agreement and its execution of this letter, and the Distribution Agreement shall not, in any way, infringe upon the rights of third parties.

This Letter of Intent is not a binding agreement between the parties to enter into a Distribution Agreement but an expression of the good faith intent of the parties to negotiate such an agreement upon: the fulfillment by Producer of its initial obligations with respect to a Lender, Distributor's acceptance of the terms and conditions of such arrangement, and the satisfactory negotiation of the terms and conditions of the Distribution Agreement and its execution.

If the foregoing is acceptable to you as a basis for negotiating a Distribution Agreement, please sign and return the enclosed copy of this Letter of Intent immediately.


This Letter of Intent may be executed in counterparts. Any notices required pursuant to this agreement shall be in writing and delivered to the parties at the following addresses:

Prestige Film Releasing, LLC

By: 

Name: James R. Spitz, principal.

Claws, LLC

By: 

Name and Title: Laurence Maher,
Managing Member