LETTER OF INTENT

Between

**BZR Empire Inc. (BZR)**

2128 Avenue Vendome

Montreal, Quebec, Canada

H4A 3M5

and

**Cary Walkin**

1234 Street Street

Toronto, Ontario, Canada

A1A 1A1

Regarding the intention of BZR to co-develop and publish “Pattern Battle” (working name) and to simultaneously negotiate and possibly conclude appropriate written contracts pursuant to which BZR would be able to publish the “Pattern Battle” application.

Based on our discussions to date, we mutually intend the following:

1. to enter into discussions on an agreement, which sets out the entire terms and conditions under which BZR will develop “Pattern Battle” on behalf of Cary Walkin.

2. It is agreed between the Parties that work related to the development performed by BZR until a final agreement of development has been made, shall be at the expense of BZR.

3. The parties expressly acknowledge and agree that all work performed prior to a signed agreement shall remain the property of BZR with the option of all development to be purchased by Cary Walkin at a MMR of $10,000 CAD.

4. BZR shall own the publishing rights for “Pattern Battle” and any sequels on all platforms on a world-wide basis whether or not a final agreement is ultimately reached between the parties. If a final agreement is not concluded any materials exchanged between the parties shall be returned to their respective owners provided, however, that any confidentiality agreement executed between the parties shall remain unaffected by such expiration or termination.

5. It is expressly understood and agreed that no contracts shall be inferred or implied merely as a consequence of the discussions carried on between the parties, and that no legal obligations or commitments shall be coming into existence between the parties except as stated in this Letter and/or pursuant to written contracts contemplated under this Letter and signed by both parties. Neither party is acting under any oral or written representations made prior to or contemporaneously with this Letter. Hence, neither party shall have any obligations to the other except those stated in this Letter or which might be evidenced in subsequent written documents (such as confidentiality agreement) signed by both parties.

6. Our explorations and negotiations under this Letter are expected to conclude within a reasonable amount of time. During this period, each party may share certain proprietary and confidential information with the other, including trading secrets.

7. The parties recognize that they may not reach final agreement on the contracts contemplated hereunder, and consequently, each party hereby acknowledges that it is entering into these discussions at its own cost and risk (except as otherwise agreed hereunder). Neither party shall be liable to the other for any direct losses that may result from an unfavourable conclusion of these discussions, including, without limitation, sunk costs in regards to preparation of materials contemplated by this Letter, travelling and accommodation, and advice taken from internal or external consultants, nor shall any of the parties be liable for any loss of income, loss of profit, loss of time, or other indirect losses in this respect.

8. All matters concerning rights and obligations created by this Letter shall be governed by Canadian law (regardless of rules applicable to conflicts of law), and the parties fully and irrevocably submit to the exclusive jurisdiction of the Commercial Court of Quebec, and the subsequent court of appeal.

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Matthew Zoern Date

BZR Empire Inc.

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Cary Walkin Date