

VIDEO DISTRIBUTION AGREEMENT

THIS VIDEO DISTRIBUTION AGREEMENT made this 26th day of June, 2009, by and between **TRAVELVIDEOSTORE.COM. a Florida, USA company.** And **Julie Conover, DBA Passport to Adventure., (“PRODUCER”),**.

WITNESSETH:

WHEREAS, **PRODUCER** is in the business of producing and distributing programming;
And

WHEREAS, TravelVideoStore.com is engaged in the business of producing, duplicating, developing, marketing and distributing programming by all audio/video means in every manner whatsoever, to be distributed through every channel whatsoever; And

WHEREAS, the parties desire to enter into a non-exclusive distributorship agreement with respect to the titles

“Passport to Adventure” (All Episodes from this Series)

(hereinafter referred to collectively as the “Programs”).

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledge, the parties agree as follow:

1. DEFINITIONS.

(A) “Media” shall mean the following: DVD, Blu-Ray DVD, WMV, MP4, and any other physical or digital download formats developed via the Internet, television, cable, kiosk, satellite or other means for use by consumers now known or hereafter devised.

(B) “Market” shall be defined as sales of the Programs through all marketing channels including, but not limited to direct marketing, retail, wholesale, Non-Theatrical Markets, sales via television and the Internet, and all markets and channels now or known or hereafter devised.

(C) “Net Receipts” shall be defined as all monies charged and actually received by TravelVideoStore.com from each sale of the Programs (or portion hereof), less returns, and all applicable taxes charged to TravelVideoStore.com in connection with such sales.

(D) “Non-Theatrical Market” shall include, without limitation, sales to all educational institutions, including schools, colleges, universities and other entities including the transportation

industry, libraries, churches, professional offices, hospitals, prisons and all government agencies and public performance exhibition of the Programs whether by means of closed circuit or other television transmission into or within the institutional systems.

(E) "Supporting Materials" shall be defined as all supporting materials including, without limitation, I) Verification of United States copyright registration and chain of title and other clearance documentation for the Programs; II) Script; III) music cue sheets and video cue sheets; IV) credits, awards, reviews, any and all available still photographs, slides and/or graphics ("Artwork"), which Artwork shall be provided on disk if available, and which Artwork shall be cleared by **PRODUCER** for TravelVideoStore.com use on packaging and in promotion of Programs.

(G) "Territory" shall be defined as worldwide.

2. APPOINTMENT. During the term, **PRODUCER** hereby grants and appoints TravelVideoStore.com, its licensees and assignees, as the non-exclusive marketing and sales distributor to manufacture, market, sell and distribute the Programs in the Media, for the previously defined Market in the defined Territory. TravelVideoStore.com hereby accepts such appointment and agrees to market, sell, distribute and promote the Programs pursuant to the terms and provisions stated herein.

3. REASONABLE EFFORTS. TravelVideoStore.com agrees to use its reasonable efforts to market, sell distribute and promote the sale of the Programs, which shall include such time as TravelVideoStore.com may reasonably deem necessary for the purpose of marketing, selling, distributing and promoting the sale of such Programs. TravelVideoStore.com shall pay all such costs and expenses associated with such efforts.

4. TERMS. This Agreement shall be for a term commencing on the date hereof and shall continue 5 years from the date of execution of this agreement by TRAVELVIDEOSTORE.COM. This agreement shall AUTOMATICALLY RENEW itself each year after that unless either TravelVideoStore.com or **PRODUCER** notify the other by Registered Mail, thirty (30) days prior to the time that this Agreement shall otherwise terminate. Upon expiration

or termination of this Agreement, TravelVideoStore.com shall have a six (6) month "sell-off" period in which to fulfill prior order commitments and to dispose of its inventory of the Programs.

5. ROYALTIES. TravelVideoStore.com shall pay **PRODUCER** the sum of Twenty-five (25%) percent of Net Receipts for each sale of the Programs.

6. REPORTS. TravelVideoStore.com shall provide **PRODUCER** with a semi-annual sales report of the Programs and the semi-annual royalty payments due with respect to the Programs within sixty (60) days following the end of each June and December.

7. PACKAGE DESIGN. TravelVideoStore.com may design the packaging for the Programs. If TravelVideoStore.com elects to design the packaging and pay for same, TravelVideoStore.com shall pay for all package design costs. TravelVideoStore.com may change the title of the programs comprising the Programs for marketing purposes. TravelVideoStore.com shall own all right, title and interest in and to the package designs it creates for the Programs and shall have the right to copyright and/or trademark same. TravelVideoStore.com may package and market the Programs, individually or in multiple video sets subject to the royalties based upon the pro-rata price of the Program(s) as part of any box set or compilation or in any manner it deems necessary to market and distribute the Programs.

8. TRAVELVIDEOSTORE.COM'S ADDITIONAL RIGHTS. TravelVideoStore.com may use no more than three (3) minutes of clips or portions of the Programs and any of the Supporting Materials for publicity and promotion of the Programs, in any manner whatsoever including, without limitation, advertising on television, radio, print and the Internet. TravelVideoStore.com may, at its own discretion, display the Programs at consumer and professional Trade Shows for the expressed purpose of marketing the Programs.

9. CONFIDENTIALITY. Neither party shall, at any time during or after the term of this Agreement, directly or indirectly disclose to any third party the terms and conditions of this Agreement or any negotiations or discussions taking place between the parties without the prior written consent of the other party.

10. PRODUCER'S REPRESENTATIONS, WARRANTIES AND GRANTS.

(A) **PRODUCER** grants TravelVideoStore.com all necessary licenses for TravelVideoStore.com to perform its obligations and to execute its rights hereunder.

(B) **PRODUCER** shall provide TravelVideoStore.com a master version of the prior mentioned titles, free from any copy protection in a form accepted by TravelVideoStore.com.

(C) **PRODUCER** makes the following representations and warranties to TravelVideoStore.com which representations and warranties shall survive the termination of this Agreement; (i) that it has full, complete and unrestricted right and power to enter into this Agreement; (ii) that it owns or controls all rights, title and interest in and to the Programs and the Supporting Material; (iii) that it has the right and power to license to Travelvideostore.com all of the rights herein set forth without being in breach or violation of any other agreement; (iv) that neither the Programs nor any part thereof, nor any of the Supporting Materials nor any use hereunder of the Programs or the Supporting Materials violates or infringes upon the trademark, trade name, copyright, patent, literary, artistic, dramatic, personal, civil or property right or the right to privacy or the right to publicity or any other rights of any person, firm, partnership, corporation or any other entity; and (v) that all costs, expenses, liabilities and obligations relating to the production of the Programs and TravelVideoStore.com's use hereunder of the Programs and the Supporting Materials (including, without limitation, talent feeds and residuals, applicable union or guild payments, clip licenses, and clearance fees have been or will be paid for by **PRODUCER**.

(D) **PRODUCER** has previously entered into rights agreements with the following companies and territories;

Janson Media, Inc. – International Distribution

PBS – Domestic TV

Topics Entertainment – Big Box Retail

11. TRAVELVIDEOSTORE.COM'S REPRESENTATIONS AND WARRANTIES.

TravelVideoStore.com represents and warrants to **PRODUCER** that it is a company duly organized and in good standing under the laws of the State of Florida, USA.

12. PRODUCER INDEMNIFICATION. **PRODUCER** shall at all times indemnify and hold TravelVideoStore.com harmless from and against any and all claims, damages, losses, costs, liabilities and expenses, including reasonable attorney fees, arising out of or caused by any matter, aural or visual, contained in the Program, or by a breach by **PRODUCER** of any representation, warranty or agreement made by **PRODUCER** herein. In the event of any claim or service of process upon TravelVideoStore.com involving this indemnification, TravelVideoStore.com shall promptly notify **PRODUCER** of the claim. **PRODUCER** shall promptly adjust, settle, defend or otherwise dispose of such claim at its sole cost. If it so elects, TravelVideoStore.com shall have the right at its sole cost to engage its own legal counsel in connection with such claim. In the event that TravelVideoStore.com determines that **PRODUCER** is not diligently and continuously defending such claim, TravelVideoStore.com shall have the right, on its own behalf and as attorney-in-fact for **PRODUCER**, to adjust, settle, defend or otherwise dispose of such claim. Any reasonable costs incurred by TravelVideoStore.com in connection therewith shall be promptly reimbursed by **PRODUCER** upon demand, and if **PRODUCER** fails to so reimburse TravelVideoStore.com, TravelVideoStore.com shall be entitled to recover its reasonable attorney fees incurred in collecting same from **PRODUCER**.

13. TRAVELVIDEOSTORE.COM INDEMNIFICATION. TravelVideoStore.com shall at all times indemnify and hold **PRODUCER** harmless from and against any and all claims, damages, losses, costs, liabilities and expenses, including reasonable attorney fees, arising out of or caused by the duplication, excluding acts of God or other event beyond the control of the non-performing party; provided, that inclement weather shall not constitute a force majeure event.

14. GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of Florida.

15. MISCELLANEOUS.

(A) Notices provided for in the Agreement shall be deemed given if mailed by registered or certified mail to the parties at the following addresses:

Donald E. Wyatt, President
TravelVideoStore.com
5420 Boran Dr.
Tampa, FL 33610

Julie Conover
DBA, Passport to Adventure
P.O. Box 7133
3200 North Lake Blvd #6
Tahoe City, CA 96145

(B) The failure of either party to enforce at any time or from time to time any of the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce any such provisions.

(C) During the Term and for a period of two (2) years thereafter, all books, records, correspondence and data maintained by TravelVideoStore.com pertaining to the sale and distribution of the Programs shall, during regular business hours and upon ten (10) days written notice, but no more than once per calendar year, be available for inspection by **PRODUCER** or its representative and **PRODUCER** may make copies thereof.

(D) This Agreement embodies the entire understanding between the parties with respect to the Programs set forth herein. There are merged herein all prior and collateral representations, promises and conditions in connection with the subject matter hereof. Any representation, promise or condition not incorporated herein shall not be binding upon either party. This Agreement supersedes and is in lieu of all existing agreements or arrangements between the parties relating to the subject matter hereof. This Agreement may not be amended, changed, altered or otherwise modified except by writing signed by both parties.

(E) Nothing contained in this Agreement shall be construed so as to constitute the parties herein as partners, joint venturers or as an agency relationship, it being intended that each party hereto is an independent contractor responsible for its own actions.

(F) All rights not licensed to TravelVideoStore.com herein are reserved absolutely by **PRODUCER**.

(G) The parties agree that they shall execute, acknowledge and deliver and procure the execution, acknowledgment and delivery of any and all further documents and instruments which either party may deem necessary or expedient to carry out or execute the purposes or intent of this Agreement.

(H) Neither party will be deemed in default or otherwise liable hereunder due to its failure to perform by reason of any fire, earthquake, flood, epidemic, explosion, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, war, act of God or other event beyond the control of the non-performing party; provided, that inclement weather shall not constitute a force majeure event.

(I) The captions contained in this agreement are for convenience only and shall not effect the construction of any provision hereof.

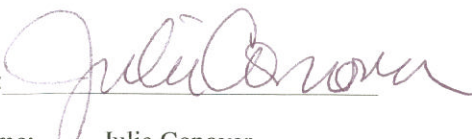
(J) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(K) This Agreement shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

PRODUCER

By:



Name:

Julie Conover

Title:

Producer

7/14/09

TRAVELVIDEOSTORE.COM, a
Florida Company

By:



Name:

Donald E. Wyatt

Title:

President