Should be profit sharing and services agreement; there is nothing being developed by MBS in this agreement and all the IP is developed prior to this deal and this deal only pertains to that IP that was developed prior

A. The Company is engaged in the business of providing standard lightning protection for the motion picture industry (the "Arcangel Kits").

B. MBS is one of the world's largest sources for lighting, grip and expendables for the production industry.

C. The customers for these items also need lightning protection.

D. MBS desires to help in the Company’s rental and marketing of ArcAngel kits to the motion picture industry, including but not limited to (major and minor studios, producers, gaffers, rigging gaffers, and unit production managers).

E. MBS expects, in return, to be the exclusive sales channel for ArcAngel Kits and to participate in profit sharing of their sales through MBS.

F. MBS desires to help fund the Company's production of the Arcangel Kits and the company desires to use those funds to produce the Arcangel Kits for the product launch in the MBS sales channel.

Needs to include what MBS is obligated to perform:

1. Invoicing, 2) inventorying, fulfillment - shipping and delivery, 3) marketing in the form of : contact lists for studios, gaffers, upms, producers, 4) ability to advertise as MBS Ribcage or Ribcage by MBS

Time limit on all commitments is agreed to be 1 year

Profit sharing language needs to be GAAP term, “proceeds” not clear enough

No right of first refusal

No co-ip except for marketing materials related to “MBS Ribcage or Ribcage by MBS”

No “assignment: effect of change in control” – this language limits to an abnormal degree our ability to do more or less every single conceivable business action such as fund ourselves