

Distribution Agreement

This Agreement (the “Agreement”) was made effective on June 1, 2022, between *Argot Pictures* (“Representative”, “Argot” and “Argot Pictures”) and *23 Films, LLC* (“Producer”) for the film, *Let the Little Light Shine*. For good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

Motion Picture: The “Motion Picture” is the video or film currently entitled *Let the Little Light Shine*.

1. **PRODUCER GRANT OF RIGHTS AND REPRESENTATIVE OBLIGATIONS**

Producer grants to Representative the exclusive rights to manage U.S. Theatrical & semi-Theatrical Distribution for the Motion Picture.

A. **U.S.A Theatrical Distribution Services**

The term shall be from June 1-November 30, 2022 and the territory shall be for the continental U.S. Representative shall provide the following services during the Term in the Territory:

- i. Release Strategy/Logistics:
 - o Handle all aspects of theater relations, booking, film/trailer delivery, posters, etc, collection of box office receipts.
- ii. Booking (theatrical)
 - o Send out Vimeo links of Motion Picture to our network of theater bookers to gauge interest for booking.
 - o Negotiate and settle box office gross percentage split and/or rental¹ terms with bookers/venues.
 - o All revenue generated by Argot for bookings from June-November are paid to 23 Films, LLC.
- iii. Outreach/Engagement
 - o Create and implement a comprehensive outreach plan.
 - o Create large, event based screenings in as many cities working with local partners, school orgs, church groups, etc.
 - o Conduct “grass-roots” marketing and outreach to targeted partner organizations city by city.
 - o Promote screenings in all markets, including online community promotion and coordinated e-mail marketing strategy to niche/target audiences.
 - o Create a dedicated webpage on Argot site & promote screenings on Argot’s social media accounts.
 - o Coordinate and schedule theatrical “Q&A” and special appearances for filmmakers and film participants.
- iv. Print/Promotional Material Traffic/Metrics
 - o Determine promotional material and marketing needs for each venue.
 - o Prepare and ship both exhibition copies and promotional materials (posters, postcards, press screeners, etc.).
- v. Receipts
 - o Invoice and collect all net receipts from each venue/virtual screening.

¹ “Rental” is a flat, agreed-upon fee paid by non-traditional venues, as opposed to traditional theatrical ticket sales.

- o Issue transparent accounting report for all engagements by the end of 2022.

2. **COMPENSATION:**

A. **U.S.A Theatrical Distribution Compensation**

During the Term in the Territory Producer shall pay the Representative the following

- i. A distribution fee of \$8,750 (eight thousand seven fifty) per month for 4 months beginning June 1 for a total \$35,000 (thirty five thousand).
- ii. If warranted, at the end of the term, screening opportunities arise, we can handle the bookings for a“50/50” split.

3. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New York without giving effect to principles of conflict of laws thereof.

4. **MISCELLANEOUS.**

The parties shall keep secret and retain in the strictest confidence and shall not disclose to any third party any of the terms of this Agreement, except as required by law or to enforce its rights hereunder. This Agreement sets forth the entire understanding of the parties regarding its subject matter and may not be amended except by a written instrument signed by both parties.

Agreed to and Accepted by:

Kevin Shaw 23 Films

Jim Browne Argot Pictures

Print Name

Print Name

Date

Date