

COPY

**Flow State Films, LLC / District Media, Inc.
303 Fifth Avenue, Suite 1107
New York, NY 10016**

January 8, 2010

Phoenix Police Headquarters
620 W. Washington Street
Phoenix, AZ 85003
Attn: Sgt. Tommy Thompson

RE: H.I.K.E. Squad: Phoenix Police Department Series

Dear Gentlemen:

This letter of intent sets forth the terms based on our prior conversations wherein the Phoenix Police Department (H.I.K.E. Unit) ("PPD") shall provide Flow State Films, LLC and District Media, Inc. ("FlowState/DM") the opportunity to tape PPD in connection with the potential television show tentatively entitled "H.I.K.E. Squad" (the "Series") and other ancillary exploitations. The essential terms are as follows:

1. PPD agrees to exclusively allow FlowState/DM, or third parties contracted by FlowState/DM or the network to tape, record, and air on television the members of the H.I.K.E. Unit's performing its job. In addition, Flow State/DM shall be allowed to tape, record and air on television the individual members of the H.I.K.E. Unit's name, likeness, image, voice and services for the Series.
2. An authorized representative of PPD will have the opportunity to review the footage as to ensure that certain "trade secrets" (e.g. base of operation, investigative techniques, technological equipment, etc.) are not being revealed on the Series. FlowState/DM acknowledges that certain aspects of the job if exposed would hinder PPD's ability to effectively perform its duties and therefore, FlowState/DM will use its best efforts to not expose any such activity. FlowState/DM (or its' affiliates thereof) shall have final approval (in meaningful consultation with PPD) over all other elements of the Series involving PPD. PPD acknowledges that FlowState/DM shall control and manage the Series' production calendar and overall aspect of the Series. Additionally, FlowState/DM shall exclusively negotiate all agreements for the development, marketing, distribution, financing and exploitation of the Series and the Series' ancillary rights.
3. 100% of all intellectual property rights, including, but not limited to trademarks and copyrights in the Series shall be the sole property of Flow State/DM. 100% of copyrights in and to PPD's name, likeness and/or other trademarks of PPD and featured in the Series shall be owned by PPD.
4. FlowState/DM shall have the right to use PPD's name likenesses in connection with the Series and all associated advertising/marketing related thereto. FlowState/DM and PPD agree to support and promote the Series through marketing and public relations efforts (including, but not limited to, public appearances and performances) subject to PPD's other professional commitments. The parties shall work together to schedule marketing and promotional activities.

5. PPD represents and warrants that PPD is able to fully perform the services delineated herein and grant the rights granted hereunder.
6. The parties intend to enter into a more formal agreement, which more formal agreement shall contain all of the provisions of this agreement, as well as other standard terms which shall be negotiated by the parties in good faith.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Very truly yours,


Flow State Films, LLC

By: _____
An Authorized Signatory


District Media, Inc.

By: _____
An Authorized Signatory

AGREED TO AND ACCEPTED:
Phoenix Police Department

By: 
An Authorized Signatory
City Manager or designee

- cc: Chief Jack Harris
Andy Anderson (Asst. Police Chief)
Sgt. Andy Hill
Commander Mike Para
Lt. Lauri Burgett
Casey Denton
Don Sikorski
Tone Boots
Randi Eaton

Approved as to form

ACTING Attorney
