

TV PUG ENTERTAINMENT, INC.

c/o Loeb & Loeb LLP • 10100 Santa Monica Blvd. • Suite 2200 • Los Angeles CA 90067

September 13, 2011
October 21, 2011 REVISED
November 07, 2011 CORRECTED

Judge John E. Payton
Justice of the Peace, Precinct 3-2
Collin County Courthouse
920 E. Park Blvd
Plano TX 75074
972-424-1460 ext. 3051

Dear Judge Payton,

Per your email of October 21, 2011, please find the signed and (revised) addendum and extension letter attached.

The addendum to our Cooperation Agreement is merely to acknowledge our Agreement with Discovery Studios. Mr. O'Leary is correct that our intent was not to have the County waive some of the obligations of Producer established in Paragraph 10 (b). We believe the revision to the addendum letter addresses Mr. O'Leary's concerns. The second letter extends the Term of our Cooperation Agreement to the same Term as our Agreement with Discovery Studios, which is August 30, 2011 – August 30, 2012.

If the revised wording meets your needs, please copy and sign the attached two letters and please send to me if the pre-filled out FedEx envelope sent to you under separate cover.

We are very excited at the progress we've been able to make, and look forward to working with you. Once we go into production, there will be ample time for preparation so everything will move smoothly.

Sincerely Yours,



Mark Apostolon
Executive Producer

TV PUG ENTERTAINMENT, INC.

c/o Loeb & Loeb LLP • 10100 Santa Monica Blvd. • Suite 2200 • Los Angeles CA 90067

As of August 30, 2011

Judge John E. Payton
Justice of the Peace, Precinct 3-2
Collin County Courthouse
920 E. Park Blvd
Plano TX 75074
972-424-1460 ext. 3051

Re: Cooperation Agreement and Intent Memo REV. 11.11.07

Dear Judge Payton:

Reference is made to that certain Cooperation Agreement and Intent Memo dated as of October 11, 2010 (“Agreement”) by and between TV Pug Entertainment, Inc. (“Producer”) and the Collin County (“County”). This letter shall constitute an addendum (“Addendum”) to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed in the Agreement. For good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Producer has entered into a Holding Agreement dated as of August 30, 2011 with Discovery Studios, LLC (“Discovery”). County acknowledges and agree that Producer and Discovery will be pitching the Series for potential sale to a Network owned in whole or in part by Discovery, or other third party networks, broadcasters, syndicators, and distributors (each a “Network”).
2. County acknowledges and agrees that Discovery and/or Network shall have final control. Subject to the rights afforded Municipality under the Agreement.
3. As a material inducement for Company to enter into the Holding Agreement, Municipality represents and warrants that the Agreement remains in full force and effect and is binding on the parties in accordance with and to the extent of its terms.
4. Except as modified hereby, other terms and conditions of the Agreement are hereby ratified and shall remain in full force and effect.

Very truly yours,
TVpug Entertainment, Inc.



By: Mark Apostolon
Title: Partner

ACKNOWLEDGED AND AGREED TO:
Collin County

By: Keith Self
Title: County Judge

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Re: TV Pug Entertainment, Inc. -w- Collin County

Dear Judge Payton,

Reference is made is to that certain Cooperation Agreement dated as of October 11, 2010, as amended (“Agreement”) between TV Pug Entertainment, Inc. (“Producer”) and City of Collin County (“County”). The parties agree, for good and valuable consideration, to amend the Agreement in the following respects:

Paragraph 6 of the Agreement is hereby amended to reflect that the Term (as defined therein) shall continue through the later of production of a final episode of the Series (as defined therein) or August 30, 2012.

If the foregoing, is acceptable, kindly indicate your acceptance thereof by having this letter signed where indicated below.

Very truly yours,
TVpug Entertainment, Inc.



By: Mark Apostolon
Its: Partner

ACKNOWLEDGED AND AGREED TO:
Collin County

By: Keith Self
Title: County Judge