

FLYING AUTOMOBILE DISTRIBUTION AGREEMENT

McFLY CARS, INC.

This Flying Automobile Distribution Agreement (the "Agreement") is made between **Future Universal Distributors, LLP** ("Distributor"), a constituent subsidiary of **Amblin World Corporation** ("Corp.") and **McFly Cars, Inc.** ("Manufacturer"), having a place of business at **1985 DeLorean Drive, Hill Valley, CA 91955**.

PROPOSITION

The Manufacturer desires the Distributor to develop nationwide business-to-business (B2B) supply-chain, or retail pipelines with specific regard to highline and high-tech automobile retail dealerships to mark "flying cars" a standard in society and bring the future to the very present. The Distributor will retain a high percentage of monetary sales made.

With consideration of each entity and promises herein contained, the Distributor and Manufacturer agree as follows:

1. EFFECTIVE DATE

This Agreement shall be effective as of October 26, 2017 (the "Effective Date").

2. DEVELOPMENT OF SUPPLY-CHAIN

1. Distributor will use its best efforts to develop the Retail Pipelines described in Future Strategy. The supply-chain development will be under the direction of **Robert Zemeckis**, of Universal Distributors, LLP., as mutually agreed to by the parties.
2. Manufacturer understands that Distributor's primary mission is to create rapport with automobile retail installments to increase the supply of product herein in the retail auto sales market. Distributor does not guarantee specific results, and the supply-chain will be developed only on a best efforts basis.

3. COMPENSATION

1. Each transaction to retailer will earn Distributor compensation of %35 of the total sales price per transaction operated. For each 100,000 units sold an additional incentive bonus of %5 of the total sales price will be compensated to Distributor. If Distributor can manage the sale of 1,000,000 units within 180 days of the "Effective Date" of this agreement the Manufacturer will pay in full a \$50,000,000 incentive bonus. The total maximum payout for compensation will not exceed \$1,000,000,000.

4. DELIVERY

1. Manufacturer will deliver product from holding warehouse to the Distributor's designated facility in Universal City.

5. RISK OF LOSS

1. Risk of Loss will transfer once Manufacturer has delivered and unloaded product at Distributor's designated facility in Universal City.

6. RIGHT OF INSPECTION

1. Distributor is designated the right to inspect product when delivered to their facility in Universal City. Distributor reserves the right to reject product with a valid reason stated in writing.

7. WARRANTIES

1. Manufacturer warrants that the goods sold are new and free of any defects and are replaceable within 60 days following delivery regardless of it being used or not. After 60 days, warranty for replacement will distinguish. No other warranties such as implied warranties shall be presumed.

8. FORCE MAJEURE

1. Manufacturer or Distributor shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war,

strikes or labor disputes, embargoes, government orders or any other force majeure event.

9. CONSULTATION AND REPORTS

1. Manufacturer's designated representative for consultation and communications with the Principal Investigator shall be **Dr. Emmett Brown** ("Designated Representative").

10. INTELLECTUAL PROPERTY RIGHTS

1. All rights reserved to Manufacturer, McFly Cars, Inc. No part of the technological capabilities of flying car product provided to the Distributor for the purpose of selling product herein may be reproduced, transmitted, stored or used in any form or by any means graphic, electronic, or mechanical, including but not limited to photocopying, recording, scanning, digitizing, taping, Web distribution, information networks without the prior written permission of the Manufacturer.

11. SEVERABILITY CLAUSE

1. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

12. TERM AND TERMINATION

1. This Agreement shall commence on the Effective Date and extend for a period of **four (4) years**, unless sooner terminated in accordance with the provisions of this Section ("Term").
2. This Agreement may be terminated by the written agreement of both parties.
3. Termination or cancellation of this Agreement shall not affect the rights and obligations of the parties accrued prior to termination. As its sole liability upon termination, Manufacturer shall pay Distributor for all reasonable expenses incurred or committed to be expended as of the effective termination date, including salaries for appointees for the remainder of their appointment.

4. Any provisions of this Agreement which by their nature extend beyond termination shall survive such termination.

13. NOTICES

1. Any notice required by this Agreement shall be given by prepaid, first class, certified mail, return receipt requested, addressed in the case of Distributor to:

Universal Distributors, LLP.
1000 Universal Way
Universal City, CA 90029
ATTN: **Robert Zemeckis**
FAX: **(323) 555-2015**
PHONE: **(323) 555-1985**

or in the case of Manufacturer to:

McFly Cars, Inc.
1985 DeLorean Drive
Hill Valley, CA 91955
ATTN: **Dr. Emmett Brown**
FAX: **(916) 863-0448**
PHONE: **(916) 863-0400**

14. DISPUTE RESOLUTION

1. **Arbitration:** Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in California.
2. **Judgment.** Judgment may be entered on the arbitrator's award in any court having jurisdiction. The arbitrator shall not have the power to award any punitive [or consequential] damages.

15. ATTORNEY'S FEES

1. In the event of any action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.

16. GOVERNING LAW

1. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of California and with the Uniform Commercial Code in observance.

17. SIGNATURES OF AGREEMENT

1. Distributor (Universal Distributors, LLP.): **X** _____ **DATE:** _____

 2. Manufacturer (McFly Cars, Inc.): **X** _____ **DATE:** _____
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