

EXHIBIT 1

"CONVICING A MURDERER"

(working title)

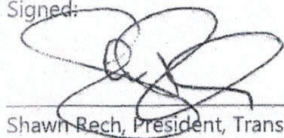
LETTER OF UNDERSTANDING

This letter of understanding, signed January 15, 2018 precedes a long-form agreement to be signed February 1, 2018. This agreement is between Transition Studios, LLC, an Ohio limited liability corporation located at 625 West Bagley Rd., Berea, OH 44017 (the producers), and Ken Kratz of _____ (the subject) and on behalf of his team.

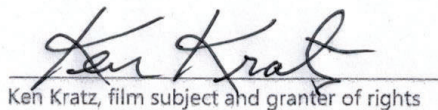
Both parties agree to the following:

1. Producers will create a docu-series, which may become a season of "Making a Murderer," but will address the police and prosecutor's points of view in the Steven Avery and Brandon Dassey cases. Furthermore, it will explore the lengths to which Avery fans reached to destroy the lives of the project's subjects.
2. Producers are responsible for funding the film. The recoupable budget figure is capped at \$2.5 million, and any overage may not be recouped, and any proceeds, over and above the budget, after delivery costs and commissions, are considered net profits, divisible to stakeholders.
3. Shawn Rech has creative control and final cut of the project.
4. Subject (Ken Kratz) is a stakeholder and will receive 25% of net profits.
5. Profits are to be paid within seven days of receipt of funds.
6. Producers will eventually transfer all IP to a stand-alone entity, and that entity will assume the obligations in this deal.
7. Producers will purchase Errors and Omissions insurance of at least \$1 million per occurrence and \$3 million aggregate, and name Kratz as additionally insured.
8. Producers will advance Kratz \$25,000 by February 15th, 2018, recoupable from his net profits upon a liquidity event (sale or licensing).
9. Producers will pay Kratz \$4,000 per month consulting fee for 20 months beginning on or before March 1st, 2018. Kratz will be a 1099 contractor.
10. Producers agree to pay the Kratz team \$85,000 upon the sale of the film.
11. Producers agree to make their best effort to hire as many team members as possible into the production.
12. Producer is the exclusive rights-holder of Kratz' story, and any exclusive evidence for purposes of film or television in perpetuity.
13. Producers will advance Kratz \$5,000 by March 1st toward existing Avery (and any forthcoming Dassey) adaptation of book rights for scripted film(s), with \$45,000 due to fully execute rights. This must be fully paid by February 1st, 2020.
14. Kratz will share in producer's profits of any scripted dramatic production at what's considered a reasonable, industry standard percentage (to be negotiated later).
15. Kratz will make his best effort to be available to media for promotion of this documentary project's release. Producer (or distributor) will pay expenses related to media appearances.

Signed:



Shawn Rech, President, Transition Studios, LLC



Ken Kratz, film subject and grantor of rights