AD42-219-15

NATIONAL GEOGRAPHIC

LICENSE AGREEMENT

Date: September 2, 2015 No. 24044

1. **MOTION PICTURE:** *Pandas – The Journey Home*

2. **LICENSOR:** National Geographic

3. **LICENSEE:** C.P. Alma Isabel Rodríguez García
Legal Representative

4. **EXHIBITION SITE:** Compañía Operadora del Centro Cultural y Turístico de Tijuana, S.A. de C.V.
Paseo De Los Heroes #9350, Zona Urbana Rio Tijuana,
C.P. 22010, Tijuana B.C. Mexico
OCC 800922 SY8

5. **LICENSE PERIOD:** A twelve (12) consecutive month period to commence October 17, 2015

6. **MINIMUM GUARANTEED NUMBER OF SHOWS:** The Licensee guarantees that the film will be exhibited as part of the public and school shows schedule s a minimum of four hundred (400) times throughout the License Period.

7. **MINIMUM REVENUE GUARANTEE:** The amount of **US $25,000.00** shall be payable by the Licensee, as a minimum non-refundable guaranteed License Fee payment for the film. Should the total Percentage Film License Fees accrued and remitted to Licensor during the License Period amount to less than the Minimum Payment Guarantee, the Licensee shall remit to Licensor the sum of the difference, payable in full within thirty (30) days of the end of the License Period.

8. **PRINTS/SOUNDTRACKS:** Licensor shall provide one used (1) quality assured 15/70 print, one (1) DVD Mexican Spanish soundtrack, and two (2) 15/70 trailers and Mexican Spanish soundtracks of thee Film, including shipping costs of the exhibition materials, for the net total of US $8,000.00 which shall be payable by the Licensee upon receipt of an invoice from Licensor and prior to delivery of the print. Upon completion of the exhibition the print, soundtrack and trailer shall be returned to Licensor in good physical condition except for normal wear and tear.

9. **LICENSE FEES:** The Percentage Royalty Fee shall be calculated for the License Period as follows:

For paid theater admissions, the Royalty Fee payable shall be equal to 25% Net Theater Revenue.

11. **MARKETING MATERIALS:** Licensor shall produce a suite of promotional support material for the Film. Reasonable quantities of these materials shall be made available to the Licensee at no cost, except for the cost of shipping to the Licensee. The Licensee shall supply a Fed Ex or DHL courier account number (or another recognized international courier) to Licensor for the shipping of the marketing materials. Licensee may not utilize or create any promotional materials not supplied by Licensor in connection with the Film without the express prior written consent of Licensor.

12. **MARKETING PUBLICITY AND ADVERTISING:** The Licensee shall be responsible for all local advertising and promotion of the Film, unless otherwise agreed by both parties. Licensor shall work with the Licensee on publicity for the Film throughout the License Period as possible. If the Licensee seeks to

obtain a sponsor for the Film whose name in any way will be associated with the promotion of the Film in the Licensee's market, the Licensee must obtain the written consent of Licensor in advance of the License Period, which will not be unreasonably withheld. It shall be deemed reasonable to withhold consent if the proposed sponsor is a business competitor of one of Licensor's existing or proposed sponsors of the Film. If one or more sponsor(s) is/are secured for the film by the Licensor, the Exhibitor will be notified in advance and expected to fulfill reasonable and viable industry standard commitments to sponsors.

13. **SCHEDULE OF BOX OFFICE ESTIMATES, ACCOUNTINGS AND PAYMENTS:** Licensee shall prepare and deliver the following statements to Licensor:

A. Estimates of Gross Box Office, Theater Admissions (both paid and unpaid) and average ticket price for the Licensed Screen throughout the License Period shall be submitted on Mondays and Fridays. These estimates should also be sent to Rentrak (via email to: faxusa@rentrak.com) and Licensor (via email to: ngevboxoffice@ngs.org).

B. Within seven (7) days following the close of each week of exhibition of the Picture, a statement of the following on a per-screen and cumulative basis: (i) daily number of showings of the Picture; (ii) average ticket price; (iii) Theater Admissions (both paid and unpaid); (iv) total of paid Theater Admissions by category; (v) Gross Box Office; and (vi) Licensor's share of Gross Box Office; and

C. Within ten (10) days following the close of each calendar month during the License Period, Licensee shall deliver to Licensor an accounting statement setting forth the information described in clause 9.B above for the applicable month accompanied by payment of the License Fees due to Licensor for the applicable period.

DEFINITIONS

Net Theater Revenue (if applicable) – Shall be defined as the total revenue received from the Theater box office from the sale of the Film throughout the License Period, for the Film and any extension thereof.

Theater Admissions - Defined as the total number of persons admitted to the Theater to view the Film during the License Period including both paid and unpaid admissions.

Complimentary Admissions – For the purposes of calculating License Fees and Royalty Fees owed, the Licensee may deduct, each month on a non-cumulative basis, actual free admissions up to a maximum of 3% of all Theater Admissions (as defined above). Any free admissions in excess of 3% of that month's Theater Admissions shall be accounted for as "paid" admissions for the purposes of calculating per-admission license fees owed. In the event License Fees are based on Licensee's Net Theater Revenues, then monthly Complimentary Admissions in excess of 3% of Theater Admissions shall be added to Net Theater Revenues calculated at that month's average net ticket price for all paid Admissions.

Each month's Complimentary Admission deductions are to be taken from unsold seats only, and shall not be deducted from the sum of paid ticket admissions. Complimentary Admissions may be used for V.I.P., membership benefits and/or promotional purposes. The Licensee may also be entitled to additional complimentary screenings of the Film for promotional purposes, providing said screenings are approved by Licensor in advance and do not replace publicly scheduled shows.

Private Screenings – The Licensee is entitled to 3 private screenings, without charge, for member and promotional screenings. In addition the Licensee is entitled to 3 private screenings for media events, without charge. For additional private screenings the Licensee shall pay a one time fixed fee of US $500.00 for each and every private screening of the Film that is not part of the regularly scheduled public program.

Taxes – Exhibitor shall be responsible for and shall pay any and all taxes with respect to the use of the Film by Exhibitor. License Fees are subject to 10% withholding tax.

Contract Extension – should the Licensee intend to extend the License Period, the Licensee shall notify Licensor in writing at least 30 days prior to the Agreement expiration date, at which time an extension Agreement may be negotiated. Subject to the Licensee being in good standing, the terms of such an extension shall be no less favorable than the terms of this Agreement.

This license agreement is made as of the date first written above.

Accepted and Agreed:

National Geographic

Antonietta Monteleon
Vice President, Distribution

Cía. Op. del Ctro. Cult. y Tur. de Tlj. S.A. de C.V.

By: _____
[Signature]

C.P. Alma Isabel Rodríguez García

Legal Representative

9-23-15
[Date]

EXHIBIT "A"
STANDARD TERMS AND CONDITIONS

Exhibit "A" to License Agreement dated between National Geographic, ("Licensor") and the Centro Cultural Tijuana ("Licensee"). The License Agreement, together with Exhibits "A" through "C," constitutes a single agreement.

1. The Picture. The subject matter of this Agreement is one or more motion pictures in the 15perf/70mm process as stated in item #8 of this license agreement, in color, and a separate synchronized soundtrack that includes narration and musical compositions entitled *Pandas* (hereinafter, collectively, the "Picture").

2. License. Subject to the payment of the license fees, the performance by Licensee of all of its agreements and obligations contained in this Agreement and all of the other terms and conditions set forth herein, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a limited, non-exclusive, non-transferable, non-sub-licensable license to exhibit the Picture during the term of this Agreement. All rights in and to the Picture are reserved by Licensor.

3. Exhibition Site. Licensee shall exhibit the Picture only at the Exhibition Site and nowhere else, and in no other manner or medium.

4. Print(s) and Soundtrack(s) (collectively, "Print(s)").

4.01 Title: Legal title to the Picture and any and all Print(s) shall remain in Licensor. Licensee shall have no right, title or interest in the Picture or Print(s) other than the license specifically granted herein.

4.02 Risk of loss: Risk of loss for Print(s) shall pass to Licensee upon delivery. Party responsible for return shipping costs, as outlined in this license agreement, bears the risk of loss during return of Print(s). Value of Print(s) includes shipping crate.

4.03 Examination of Print(s): Upon receipt of each Print, Licensee shall promptly examine it to determine whether the picture and sound quality of the Print are commercially reasonable for exhibition. If the Print is not commercially reasonable for exhibition, Licensee shall immediately send written notice to Licensor which shall include a reasonable description of each defect (the "Notice"). Unless Licensor receives the Notice within seven (7) calendar days of delivery of the Print to Licensee, the Print shall be deemed accepted by Licensee and all defects contained in the Print (or all defects not described in the Notice) shall be waived by Licensee. If Licensor receives the Notice within such seven (7) calendar day period, upon the request of Licensor, Licensee, at its sole cost and expense, shall return the Print to Licensor. If Licensor requests the return of the Print and it is not received by Licensor within fourteen (14) calendar days after such request, all of Licensee's objection to the Print shall be deemed waived. If Licensor determines that the defect described in the Notice causes the Print not to be commercially acceptable and such defect occurred prior to delivery of the Print to Licensee, within a reasonable period of time after such determination, Licensor, at it election, shall either repair or replace the Print and deliver it to Licensee at Licensor's sole cost. In addition, if Licensor requested the return of the Print, Licensor shall pay for its return delivery. Licensor's reasonable determination shall be final and binding on Licensee. If Licensee objects to Licensor's determination, Licensee shall bear the burden of proof of establishing that (a) the defect described in the Notice caused the Print not to be commercially acceptable, (b) such defect occurred prior to delivery of the Print to Licensee and (c) Licensor's determination of these matters was not reasonable.

4.04 Maintenance: Licensee, at its sole expense, shall maintain the Print(s) in good condition.

4.05 Replacement: It is contemplated that exhibition of the print(s) by Licensee as authorized by this Agreement may, through normal wear and tear, result in deterioration in the quality of the Print(s). In the event quality is reduced to such a degree that, in Licensor's opinion, proper exhibition is hindered, then Licensee shall replace the Print(s) through Licensor at Licensee's costs.

4.06 Return: Upon the expiration or sooner termination of the Agreement, Licensee shall immediately return the Print(s) to Licensor in good quality, subject to reasonable wear and tear, via a mutually agreeable mode of transportation.

4.07 Restriction on Alterations: Licensee shall exhibit the Picture in the form supplied by Licensor, and shall make no modifications, interpolations, changes, additions, or eliminations of any kind without the prior written consent of Licensor, which may be given or withheld within its sole discretion. Among other things, Licensee shall exhibit complete film credits at the beginning and the end of the Picture and the copyright notice as incorporated in the Print(s) supplied by Licensor.

4.08 Unauthorized Copying or Use: Licensee shall not copy, duplicate, sublicense, sublease or part with possession of the Picture and shall use its best efforts to safeguard the Print(s) and prevent copying or duplication by anyone. Licensee has permission to prepare advertising and public relations material, which includes scenes from the Picture.

4.09 Translation of English Language Version. Without limitation of the provisions of Section 4.07 hereof, Licensee shall not translate the English language audio track of the Picture into a different language ("Translation"). If Licensee desires a Translation, it may request one from Licensor, which shall be within the sole and absolute discretion of Licensor. If Licensor grants Licensee's request for a Translation, it shall be subject to and conditioned upon (a) Licensee submitting to Licensor prior to any physical changes being made to the English language audio track, a complete script translation for approval by Licensor, which approval shall be within Licensor's sole and absolute discretion and (b) Licensee paying such additional costs, expenses and fees to Licensor as may be provided in a separate written agreement between Licensor and Licensee that is satisfactory to Licensor.

5. Merchandising. The parties may negotiate in good faith a separate agreement authorizing Licensee to sell merchandise relating to the Picture.

6. Sponsorship. Licensee acknowledges that Licensor may, within its sole discretion, obtain one or more sponsors for the Picture (each, a "Sponsor"). Accordingly, Licensee shall be prohibited from soliciting or engaging local or regional sponsor(s) without the prior approval of Licensor, which approval may be given or withheld within its sole discretion. Licensee agrees that:

6.01 Number and Sponsorship Identity: Whether to have one or more Sponsors, and the identity of each Sponsor, shall be within the sole discretion of Licensor;

6.02 Sponsorship Credit (Licensor): Licensor shall have the right to accord each Sponsor credit on the exhibition prints of the Picture and in any and all publicity, marketing and advertising materials for the Picture with such placement and in such manner as Licensor may determine within its sole discretion;

6.03 Advertising Alterations: Licensee shall not alter, modify or use any materials to market or advertise the Picture other than the Marketing Materials provided by Licensor, without prior consent of Licensor, approval not to be unreasonably withheld;

6.04 Advertising Approvals: Prior to preparing, issuing, using or disseminating any publicity, marketing or advertising materials for the Picture, Licensee shall obtain the approval of Licensor, which will not be unreasonably withheld or delayed;

6.05 Sponsorship Credit (Licensee): Licensee shall include, whenever reasonably possible, the name of each Sponsor in any publicity, marketing or advertising materials for the Picture prepared by Licensee as reasonably directed by Licensor;

6.06 Press conference invitations: Licensee shall extend an invitation to each Sponsor to attend and participate in any and all press conferences held by Licensee in connection with the Picture;

7. Books and Records; Accounting.

7.01 Licensee shall keep full and accurate books and records with respect to the exhibition of the Picture, indicating the daily number of shows, the total of all paid admissions by category and the total of all unpaid admissions to the Theater. At any time during the License Period, Licensor and/or its representative shall have access to all parts of the Theater, including the box office, in order to check the sale of tickets and the number of persons entering the theater. In addition, at any time during and/or after the expiration of the License Period, Licensor and/or its representatives shall have the right to inspect, examine and/or audit Licensee's books and records and to make copies thereof. In the event such inspection or audit discloses that the actual payment due to Licensor is greater by three percent (3%) or more than that disclosed by the statements and reports delivered hereunder or if, in Licensor's reasonable opinion, Licensee's records are insufficient to permit an accurate determination of such payments for any period, Licensee shall pay to Licensor the cost of such inspection upon demand by Licensor.

7.02 Licensee shall prepare and deliver to Licensor at the address outlined herein, on a calendar monthly basis during the License Period and within 30 days after the end of the License Period (as it may be extended as provided herein) a written statement of the daily number of showings of the Picture, the total Theater attendance (both paid and unpaid), the total of paid admissions by category and the monies due Licensor. Such statement shall be due no later than the twenty-first (21st) day after the end of each calendar month and shall be in such form as requested by Licensor (the initial form of statement is attached hereto).

7.03 Licensee shall account to Licensor for every person admitted to Theater every month regardless of admission price or type of ticket. Licensee may grant complimentary admission for public relations purposes and to members of the press not to exceed 3% of total admissions per month for the Picture, and at Licensor's request to guests of Licensor. These complimentary admissions are to be taken from unsold seats only and not be deducted from actual tickets sold.

8. Termination. In the event that: (a) Licensee defaults in the timely payment of any sums due hereunder and such default continues for a period of ten (10) days after the date that the payment was due to Licensor; or (b) Licensee defaults in any of its other obligations hereunder and fails to cure such default within ten (10) days after notice thereof by Licensor; or (c) Licensee becomes insolvent, files a petition under any section of the bankruptcy law, is adjudicated a bankrupt, executes an assignment for the benefit of creditors, an involuntary petition in bankruptcy is filed against Licensee or a receiver or trustee is appointed for any of its assets or affairs; then in any one or more of such events, Licensor may at its option immediately terminate the license herein granted and any and all rights granted to Licensee hereunder. Such remedy shall be in addition to any other right or remedy Licensor may have in law or equity. Immediately upon termination of the license herein granted, Licensee shall cease all advertising and promotion of the Picture and, at its expense, deliver to Licensor any and all Print(s) of the Picture and other materials pertaining to the Picture.

9. Licensor's Covenants and limitation of Liability and for Claims. Licensor represents and warrants to Licensee that Licensor has the right to enter into this Agreement and to make all grants herein contained. Notwithstanding any other provision of the Agreement to the contrary, Licensor shall have no liability to Licensee for any damages, losses, liabilities and/or any other costs or expenses of any nature for breach or default of this Agreement, and/or any other cause of action or liability arising out of or related to this Agreement, in excess of the aggregate amount of the licensee fees actually received by Licensor under this Agreement. In no event shall such damages include, nor shall Licensor be liable for and Licensor is hereby released from, any special, indirect, incidental or consequential damages (including, without limitation, lost profits, lost business revenue and/or any other commercial or economic loss). Any claim, demand or right of any kind by Licensee against Licensor which is based upon or arises in connection with this Agreement shall be barred unless Licensee commences an action thereon within six (6) months after the date that the act, omission, event or default upon which the claim, demand or right arises, has occurred.

10. Licensee's Covenants. Licensee warrants, represents and covenants to Licensor that (a) Licensee is free to enter into this Agreement without violating any other agreement or right of any other person, and that it is not obligated under any agreement which may prevent the performance of its obligations under this Agreement; and (b) Licensee shall, at its own expense, furnish the proper equipment, facilities and personnel for the exhibition of the Picture in the 870, 1070 or 1570 format.

11. Taxes. Licensee shall bear all taxes, fees, assessments, charges, imposts, customs, duties, levies, excises and/or any other like charges (whether denominated as sales, gross income, gross receipts, personal property, storage, use, consumption, license, import, compensating, excise or privilege tax) now or hereafter in effect that are or may be imposed, levied or based upon the delivery to, possession, exhibition or use of the Picture by Licensee, or upon the grant of this license or exercise thereof or measured by the license fees. To the extent such taxes are due or payable by Licensor, Licensee shall reimburse Licensor therefore upon demand.

12. Interest. Any payments not made when due under this Agreement shall bear interest at the rate of 12% per annum from the date such payment was due until the date it has been made in full.

13. Payments. All payments made by Licensee under this Agreement shall be in United States Dollars.

14. Indemnification. Licensee shall indemnify and hold harmless Licensor and its officers, directors, shareholders and employees against and in respect of any and all costs, disbursements, expenses, liabilities, losses, deficiencies, obligations, taxes, reasonable attorneys' fees and expenses, accounting fees, witness fees (expert or otherwise), penalties and all costs and other amounts paid or incurred in connection with any threatened, pending or completed claim, action, suit, proceeding or inquiry, whether of a civil, criminal, administrative or investigative nature which may be sustained or suffered by or secured against any such indemnified party by reason of, relating to or arising out of the breach of any representation, warranty or agreement of Licensee contained in this Agreement, Licensee's exhibition of the Picture and/or the exercise by Licensee of any of the rights granted to it in this Agreement.

15. Assignment. Licensor may hypothecate, pledge or assign this Agreement. Upon notice to Licensee of an assignment, Licensee shall abide thereby and pay to any assignee all money due Licensor without any offset, deduction, counterclaim or credit for any claim Licensee may have against Licensor. Neither this Agreement nor any right hereunder shall be transferred, assigned, hypothecated or pledged by Licensee without Licensor's prior written consent, which may be given or withheld within its sole discretion.

16. Notice. Any notice under this Agreement shall be deemed sufficiently given if sent by registered or certified mail, or reputable overnight courier service, addressed to the respective party as follows:

Licensor: National Geographic
161 Avenue of the Americas
New York, NY 10013

Licensee: Compañía Operadora del Centro Cultural y Turístico de Tijuana, S.A. de C.V.
Paseo De Los Heroes #9350, Zona Urbana Rio Tijuana,
C.P. 22010, Tijuana B.C. Mexico

Either party may by notice designate a different address to which notices shall be sent. Notice given in accordance with these provisions shall be deemed received when mailed.

17. Confidentiality. Licensee and Licensor shall use their best efforts to maintain the confidentiality of the provisions of this Agreement relating to the License Fee specified therein. Licensor shall use its best efforts to maintain the confidentiality of any confidential information concerning Licensee's business obtained by Licensor pursuant hereto.

18. Governing Law; Venue.

18.01 This Agreement shall be governed and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such State.

18.02 The parties hereby agree that the sole and exclusive venue and forum for any and all actions or proceedings initiated by any party hereto and arising directly or indirectly out of this Agreement shall be the District of Columbia. The parties hereby expressly submit and consent in advance to such jurisdiction in any action or proceeding commenced in any of such courts and hereby waive personal service of the summons and complaint, or other process of papers issued therein, and agree that service of such summons and complaint or other process or papers may be made by registered or certified mail addressed to any of the parties at the address to which notices are to be sent pursuant to this Agreement. The parties hereto waive any claim that the District of Columbia is an inconvenient forum or an improper forum based on lack of venue. The exclusive choice of forum for the parties set forth in this Section shall not be deemed to preclude the enforcement of any judgment obtained in any other forum or the taking of any action to enforce the same in any other appropriate jurisdiction, and the parties hereby waive the right to collaterally attack any such judgment or action.

19. Liquated Damages. Licensor and Licensee agree that it would be impossible to calculate Licensor's damages based on Licensee's failure to exhibit the Film in accordance with the Agreement. Therefore, the following represents an agreed upon method for calculating such damages. If Licensee fails to show the Film during the first week of exhibition, damages for the missed shows will be calculated by averaging Exhibitor's grosses from the show (me(s) during the first week of exhibition of the most recent five films shown by Licensee and calculating Licensor's Share based thereon. If Licensee fails to show the Film at any time after the first week of the engagement, damages for the missed show(s) will be calculated by assuming that attendance for the Film would have been 2% less than the comparable show(s) for the Film in previous week and by calculating Licensor's Share based thereon.

20. Force Majeure: Neither Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity (or telephone service).

The Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated."

21. Attorney's Fees. In the event that any party must resort to legal action, the prevailing party will be entitled to reimbursement from the non-prevailing parties for all reasonable attorney's fees and other costs.

22. Arbitration. The sole means of resolving any dispute, claim or controversy arising out of or relating to this Agreement shall be mediation, and in the event mediation does not promptly resolve such dispute, claim or controversy, binding arbitration before one arbitrator ("Arbitrator"). The mediation and arbitration shall be held in the District of Columbia in accordance with and under the then-current provisions of the Commercial Arbitration Rules of the American Arbitration Association. The Arbitrator shall follow any applicable federal law and NY state law (with respect to all matters of substantive law) in rendering an award. In any dispute arbitrated under this Agreement, the parties shall have the right to use any procedures for discovery provided for under the laws of the District of Columbia; the Arbitrator, however, shall have the right to disapprove or to limit any discovery that the Arbitrator determines to be for purposes of delay or otherwise unnecessarily burdensome or oppressive. The cost of the arbitration proceeding and any proceeding in

court to confirm or to vacate any arbitration award, as applicable (including, without limitation, attorneys' fees and costs), shall be borne by the unsuccessful party and shall be awarded as part of the Arbitrator's judgment. Any judgment upon any award rendered by the Arbitrator may be entered in and enforced by any court having competent jurisdiction; provided that the parties expressly consent to the jurisdiction of the courts (federal and state) in the District of Columbia to enforce any judgment of the Arbitrator and to render any provisional or injunctive relief in connection with or in aid of the arbitration. This Section 20 shall survive the termination or cancellation of this Agreement.

23. No waiver. No waiver by Licensor of any breach of any covenant, agreement, representation or warranty hereunder shall be deemed a waiver of any proceeding or succeeding breach of the same. The exercise of any right granted to Licensor herein shall not operate as a waiver of any default or breach on the part of the other party hereto. Each and all of the several rights and remedies of Licensor hereto under or contained in or by reason of this Agreement shall be construed as cumulative and no one as exclusive of the others, or by any right or priority allowed by law.

24. General Provisions. This Agreement embodies the entire understanding among the parties and merges all prior communications among them. Any amendment hereof must be in writing and signed by all of the parties hereto. Any provision hereof may only be waived in writing signed by the party entitled to waive such provision. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Each party will execute and deliver such further documents and take such other actions as may be necessary or appropriate to consummate the transactions contemplated hereby. This Agreement may be executed in several counterparts which will constitute one agreement and executed copies of this Agreement delivered by facsimile will be deemed an original signed copy of this Agreement.