AD41-052-18

GIANT SCREEN FILMS

Marzo 8, 2018

Rubén Enrique Carrillo Ruiz
Subdirector Administrativo
Centro Cultural Tijuana
Paseo de los Heroes #9350
Zona Urbana Rio Tijuana
C.P. 22010
Tijuana B.C. Mexico

Estimado Rubén:

Acepte esta carta como una confirmación formal de Giant Screen Films (GSF) para las películas de GSF que se exhiban en CECUT (incluidos *Misterios de China, África Salvaje y Oasis Marino*), en las cuales todos los términos y condiciones descritos en nuestros acuerdos ejecutados permanecen válidos a lo largo de 2018.

Agradecemos su apoyo y esperamos seguir colaborando con usted. Por favor, póngase en contacto conmigo con cualquier pregunta.

Atentamente,

Deborah L Raksany

Deborah Raksany
VP, Development and Partnerships
Giant Screen Films

GIANT SCREEN FILMS, LLC
990 Grove Street, Suite 200
Evanston, Illinois 60201
(847) 475-9140

March 17, 2016 (the "Effective Date")

Edgar Aron Rodriguez
Cía. Op. Del Ctro. Cult. y Tur. de Tij. S.A. de C.V.
Paseo de los Héroes 9350, Zona Urbana Rio Tijuana
Tijuana, B.C., C.P. 22010, Mexico
Phone: (664) 687-9653
Tax ID: OCC-800922-SY8

FILM LICENSE AGREEMENT

BETWEEN

BBC WORLDWIDE LIMITED ("LICENSOR" OR "LICENSORS")

AND

GIANT SCREEN FILMS, LLC ("SALES AGENT" or "GSF")

AND

CÍA. OP. DEL CTRO. CULT. Y TUR. DE TIJ. S.A. DE C.V. ("EXHIBITOR")

Part I. PRINCIPAL COMMERCIALS

Film	*Wild Africa*
Theater	CECUT Centro Cultural Tijuana
Lease Period Start Date	October 1, 2016
Lease Period End Date	March 31, 2017
License Fees	30% of Box Office Revenue, with minimum ticket price of MXP $4.80
Private Screening Fee	$400 USD per Private Screening
Schedule Requirements	500 minimum public screenings
Print/ Soundtrack Package	2D Dome 15/70mm film print of the 40 minute feature (used) with DTAC soundtrack
Language(s)	Mexican Spanish
Print/ Soundtrack Package Fee	$10,000 USD
Trailer Fee	$1,000 USD
Bank Account	See below
Special Terms	

The Principal Commercials (as set out in Part I); Schedule of Terms (as set out in Part II below) (**"Schedule"**), together with the attached Standard Terms and Conditions as set out in Part III (**"Standard Terms"**) shall comprise the Film License Agreement (the **"Agreement"**) between Licensor, Sales Agent and Exhibitor, for the exhibition of the Film in large-screen format, as delivered by Sales Agent, at certain theaters within the control of the Exhibitor on the terms and conditions contained herein. Capitalized terms used herein shall have those meaning ascribed to them in either the Principal Commercials, Schedule of Terms or the Standard Terms and Conditions.

In the event of any inconsistency between the Principal Commercials and the Schedule of Terms, the Principal Commercials shall prevail. In the event of any inconsistency between the Schedule of Terms and the Standard Terms and Conditions, the Schedule of Terms shall prevail.

PART II: SCHEDULE

1. **Lease Period**. The "Lease Period" shall commence on the Lease Period Start Date and continue for the Lease Period unless earlier terminated in accordance with clause 11 of the Standard Terms and Conditions. Following a request from the Exhibitor, the Lease Period may be extended on terms to be agreed between the parties but subject always to Licensor's prior written approval. Exhibitor agrees to notify GSF no less than thirty (30) days before the first public screening to ensure print delivery in time for press and launch events.

2. **Rental Terms**. In consideration of the license to Exhibitor to exhibit the Film at the Theater(s), Exhibitor shall pay Licensor either the License Fees based on an Adjusted Gross Ticket Revenue or Per Admission License Fee(s) basis (as set out in the Principal Commercials) for each Accounting Period.

3. **License Fees**. For the purposes of calculating the License Fees as set forth in the Principal Commercials, the following definitions shall apply:

   (i) **"Adjusted Gross Ticket Revenue"** with respect to each Accounting Period shall mean the total gross revenue received by the Theater(s) for the Film (including the Excess Complimentary Revenue defined at 3 (iii) below) excluding taxes as defined in the Standard Terms (Section 9).

   (ii) **"Total Theater Admissions"** with respect to each Accounting Period shall be defined as the total number of persons admitted to the Theater(s) during such Accounting Period, paid or unpaid, but excluding "Complimentary Admissions" (as defined below).

   (iii) **"Complimentary Admissions"** shall mean persons admitted to a screening of the film **at no charge**. These admissions are limited to film sponsors, VIP, chaperones, media and promotion during the Lease Period. Museum members or private event attendees are not eligible to be considered Complimentary Admissions. Any unpaid admissions in excess of three percent (3%) of Total Theater Admissions shall be charged a royalty defined below. The calculation of Complimentary Admissions shall be the lesser of the actual Complimentary Admissions and the 3% allotment. Admissions in excess of the three percent (3%) allotment shall be multiplied by a fraction, the numerator of which shall be the total revenue received by Exhibitor for exhibitions of the Picture in the relevant Accounting Period and the denominator of which shall be total number of paid admissions for exhibitions of the Picture in the Accounting Period ("Excess Complimentary Revenue"). This Excess Complimentary Revenue shall be included in the Adjusted Gross Ticket Revenue.

a. **Private Screenings.** With respect to each private screening of the Film at the Theater(s), Exhibitor shall pay GSF the Private Screening Fee referred to in the Principal Commercials.

b. **Meaning of License Fee to include Private Screening Fee.** Unless otherwise set out in this Agreement, all references to License Fee shall include Private Screening Fee.

4. **Payment of License Fees.** Unless otherwise notified by Licensor or Sales Agent, Exhibitor shall pay License Fees as set forth above for each Accounting Period by check, payable directly to the **Giant Screens Films, LLC**, sent to the address at the top of this Agreement or by wire transfer to the following account:

BENEFICIARY BANK:
JP MorganChase Bank NA
4 New York Plaza
New York, NY 10004 USA
Tel: (847) 866-5636

BIC/SWIFT Code: CHASUS33
Account name: Giant Screen Sports LLC
Account #: 5330168821

Please include Theater name on the wire transfer.

5. **Schedule Requirements.** Throughout the Lease Period, Exhibitor shall meet the minimum Schedule requirements as more particularly set out in the Principal Commercials.

6. **Reporting.** Exhibitor shall provide to GSF a monthly License Fee accounting report (in a format agreed between the parties). Monthly reports are due no later than fifteen (15) days after the end of each Accounting Period. Exhibitor shall provide Licensor and/ or Sales Agent with additional information upon request within a reasonable time period.

7. **Print and Soundtrack.**

a. **Film Print/Soundtrack Package.** GSF will supply/make available to the Exhibitor the Film's Print/Soundtrack Package as more particularly set out in the Principal Commercials. The Print/Soundtrack Package Fee shall be payable by Exhibitor in full no later than thirty (30) days prior to the Lease Period Start Date. GSF reserves the right to withhold delivery of the Print/Soundtrack Package until payment is received in full and any other outstanding balances owed to GSF or Licensor by Exhibitor in relation to this Agreement, or any other License Agreement between the Exhibitor, GSF and Licensor in respect of any other film are received in full.

b. **Additional Trailers.** GSF shall make available the additional trailers subject to the payment by Exhibitor of an additional trailer fee (which shall exclude any location access or shipping or other delivery costs, as applicable).

c. **Shipping.** Exhibitor shall be responsible for the cost of shipping the Print/Soundtrack Package to the Theater. Exhibitor shall pay return shipping of Print/Soundtrack Package upon completion of the License Period to a location to be determined by GSF. Exhibitor agrees to complete a print condition assessment form and return to GSF at the end of the Lease Period and prior to returning the print.

d. **Language Versioning**. Exhibitor may substitute any preexisting non-English language in the Print/Soundtrack Package subject to payment by Exhibitor of the additional costs for such language versioning as set out in the Principal Commercials. In the event that a new language version must be created for Exhibitor, GSF shall produce the new language and mix for the costs detailed on the Principal Commercials (if any). In the event that GSF is not able to produce the necessary language and mix for an amount more particularly set out in the Principal Terms, GSF shall work with Exhibitor to explore alternative language versioning options. Licensor shall retain full ownership and usage rights for all language versions.

e. **Soundtrack Ownership**. Licensor shall own all rights to distribute any and all synchronized versions of the Film's soundtrack and narration, in any language and in any medium and in all territories. No third-party authors or artists rights association may claim royalties in conjunction with the usage of the Film's music or soundtrack when used by Exhibitor on Exhibitor's Theater premises. No fees for music licensing rights may be deducted from the Adjusted Gross Ticket Revenue or deducted in any way from License Fees owed to GSF or Licensor. Cue sheets for the Film, proof of ownership and chain of copyright can be furnished by GSF upon request.

8. **Distribution Package / Marketing and Promotion.** Exhibitor will be provided samples of publicity, marketing and educational materials developed by Licensor or GSF (collectively, the **"Promotional Materials"**) to assist Exhibitor in its marketing, promotional and fundraising efforts. Licensor or GSF will provide artwork for select Promotional Materials as layered graphic files and make all graphic files available for download from a designated website. Exhibitor hereby acknowledges that Licensor and GSF provide the Promotional Materials to Exhibitor on an "as-is" basis. Neither Licensor nor GSF make any representation or warranty with regards to the Exhibitor's right to use such Promotional Materials and the undertaking of any clearances relating thereto. Exhibitor shall provide and pay for any translation and/or printing costs associated with the Promotional Materials. All shipping costs for the Promotional Materials shall be paid by Exhibitor. All other advertising and publicity materials developed by Exhibitor in relation to the Film shall contain the exact copyright, trademark references, sponsor recognition and logos, and other credit acknowledgements and logos as set by Licensor and must be submitted to GSF or Licensor (as notified in writing by Licensor or GSF) for approval prior to publication or public consumption. Promotional Materials developed by GSF and available online shall include: posters, banners, invitations, educational materials, press kits, ad slicks, and key art. Other marketing materials, such as television and radio spot and EPKs, will be available to Exhibitor for nominal cost and shipping. Each Theater may hold up to two (2) royalty-free screenings in advance of their openings for promotional purposes.

9. **Charitable Exhibitions.** Exhibitor may dedicate a certain number of royalty-free tickets for certain groups of the community, subject to prior written consent from Licensor and GSF. Such admissions shall not be counted as Complimentary Admissions but must be included on the accounting reports to GSF. Any on-screen billing or credits, and other print and online advertising and marketing materials in relation to such charitable exhibition shall remain at the sole discretion of Licensor.

10. **Film Sponsorship.** Exhibitor shall have the right to secure local corporate sponsorship for the Films so long as the local sponsors do not create a category conflict with the Film's global presenting sponsor or any other restrictions as notified by Licensor or GSF from time-to-time. Local sponsorship shall be credited as "Locally Presented By" and shall not distract from the positioning of the global presenting sponsor. Licensor and GSF shall have the right to approve local sponsors and the terms of any local sponsorship agreement for the duration of the Lease Period. All monies secured by Exhibitor from local sponsorships shall be retained in accordance with the prior written agreement of the Licensor.

Exhibitor agrees to include the Film's global presenting sponsor marks and logos as specified by GSF or Licensor from time-to-time on all signage and Promotional Materials. Exhibitor further agrees to show, in full, any presenting sponsor message officially attached to the beginning of the Film in a manner and as directed by Licensor and GSF. GSF warrants that any in-film message will not endorse any firearms, tobacco, alcohol, or pornographic products.

In the event that GSF or the Film's global presenting sponsor wishes to engage in targeted activation or promotions in the Theater's market, Exhibitor will provide GSF with a selection of one of the following options:

a. Five hundred (500) complimentary tickets for Licensor and GSF (such allocation of tickets between GSF and Licensor to be determined between GSF and Licensor) or GSF and/ or Licensor partners/sponsors to use for promotional purposes (not for resale).

b. Three (3) screening events at the Theater for no rental facility fee, it being understood that Licensor and/ or GSF or partner/sponsors will be required to pay the costs of labor, catering, or adjacent rental space and the event dates/times will be mutually agreed.

11. **Termination by Licensor.** Licensor may terminate this Agreement at any time in the event that production of the Film is abandoned and upon notice to the Exhibitor and the Sales Agent, following which no party shall have any further liability to the other in respect of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

GIANT SCREEN FILMS, LLC (as Sales Agent)

By:_____
Name: Deborah Raksany
Title: VP, Development & Partnerships
Date:

CÍA. OP. DEL CTRO. CULT. Y TUR. DE TIJ. S.A. DE C.V. (as Exhibitor)

By:_____
Name: RUBEN E. CORTINEZ RUIZ
Title: SUBDIRECTOR DE ADMINISTRACION
Date: 11 DIC 2016

AND

BBC WORLDWIDE LIMITED (as Licensor)

By:_____
Name:
Title:
Date:

Part III: STANDARD TERMS AND CONDITIONS

1. Grant of Rights. Subject to the payment of the License Fees, and Exhibitor's non-breach of the terms and conditions of this Agreement, Licensor hereby grants to Exhibitor, and Exhibitor hereby accepts from Licensor, a non-exclusive license to exhibit the Film publicly and privately at the Theater during the Lease Period. The license granted herein shall extend only to the exhibition of the specific print(s) and sound track(s) of the Film delivered by GSF to Exhibitor pursuant to Paragraph 4 below. The license granted herein shall extend to no other time, place, use or purpose.

2. Representations and Warranties and Indemnification. GSF represents and warrants to Exhibitor that: (a) upon delivery to the Theater, the print(s) and sound track(s) of the Film will be in good physical condition for projection and exhibition; (b) to the best of GSF's knowledge, no part of the Film and no exercise of any rights granted to Exhibitor hereunder will constitute an infringement of the trade marks, trade name, copyright, literary, artistic, dramatic or property rights of any person, firm or corporation; and (c) the performing rights for any music contained in the Film are either controlled by GSF or have been acquired by GSF to the extent necessary to permit the exploitation of the Film. If notified in writing of any action (and all prior claims relating to such action) brought against Exhibitor based on a claim of infringement as aforesaid, GSF will defend such action at its own expense and will pay the costs and damages awarded in such action, provided that GSF shall have sole control of the defense of any such action and all negotiations for its settlement or compromise. In the event that an infringement as aforesaid is found or, in GSF's opinion, is likely to be found, GSF shall have the right to terminate this Agreement and the license granted hereunder, in which case GSF shall refund to Exhibitor any prepaid License Fee actually paid by Exhibitor in proportion to the number of exhibition days remaining between the termination date and the end of the Lease Period. The foregoing constitutes the entire liability of GSF with respect to infringement as aforesaid. For the avoidance of doubt, Licensor shall have no liability to Exhibitor in respect of the representations, warranties and indemnities provided by GSF to Exhibitor in this clause 2, or as otherwise set out in this Agreement.

3. Accounting Periods, Procedures and Payments. For purposes of this Agreement, an "Accounting Period" shall mean each calendar month during the Lease Period. The License Fee hereunder shall be payable by Exhibitor to GSF or Licensor (as more particularly set out in the Principal Commercials) within fourteen (14) days following the end of each Accounting Period. The License Fee shall be accompanied by a detailed statement of the calculation of the License Fee, including, without limitation, the number of Private Screenings and detailed summaries of all monies received by Exhibitor arising from this Agreement including, without limitation, Exhibitor's revenue, total Theater admissions, average ticket price and Complimentary Admissions. In addition, Exhibitor shall provide GSF (and Licensor, upon request) with unaudited weekly attendance reports for the Film on a weekly basis on the Monday following each week during the Lease Period. Such weekly attendance reports shall include, without limitation, the number of daily admissions, the number of daily showings of the Film, the names and numbers of daily showings of each other Film at the Theater and the daily total gross receipts in connection with the Film. Exhibitor shall account to GSF (and Licensor, upon request) for every person admitted to the Theater on the basis of admission prices in effect at the Theater at each performance of the Film during the Lease Period. Only serial-numbered tickets shall be used at the Theater during the run of the Film. There shall be a separate series of tickets for each established price of admission, and tickets in each series shall be issued consecutively. A separate ticket shall be used for each person admitted to the Theater. Exhibitor shall (i) segregate GSF's and Licensor's (as appropriate) share of the total gross receipts as admission moneys are received by the box office, (ii) not commingle GSF's and Licensor's (as appropriate) share with its own funds, and (iii) hold GSF's and Licensor's (as appropriate) share in trust for GSF and Licensor (as appropriate) until such share is paid to GSF and Licensor. All statements provided to GSF hereunder shall be signed by Exhibitor or its manager, and also by its cashier or treasurer, and if GSF so requests, shall be made upon forms furnished to Exhibitor by GSF. Exhibitor shall keep full and accurate books and records with respect to the exhibition of the Film. Throughout the Lease Period and for a period of two (2) years thereafter, GSF's and Licensor's authorized representative shall have free access to all parts of the Theater, including, without limitation, the theater box office, and to the books and records of Exhibitor pertaining to the exhibition of the Film, irrespective of where such books and records are maintained by Exhibitor, in order to review, audit and/or copy any or all of Exhibitor's books and records pertaining to the exhibition of the Film, including, without limitation, records relating to the sale of tickets, the number of persons entering the Theater, and the total gross receipts therefrom. Any information obtained by GSF and Licensor pursuant to the provisions of this Paragraph 3 shall be treated as confidential, except in any litigation or arbitration proceeding between the parties.

4. Delivery of the Film. GSF shall deliver to Exhibitor at the location of the Theater one (1) print, one (1) soundtrack (either digital or 35mm) and one (1) trailer of the Film in time for the exhibition thereof at the commencement of the Lease Period. During the Lease Period, Exhibitor shall be entitled to order additional copies of the print, sound track and trailer of the Film from GSF for use at the Theater at GSF's then-current production prices and subject to delivery lead times then in effect. Exhibitor shall pay the cost of transportation of all prints and soundtracks delivered to the Theater.

5. Care for the Film. Exhibitor shall exercise due care in handling and exhibiting all prints, sound tracks and trailers of the Film, and shall not permit such prints, sound tracks or trailers to leave Exhibitor's possession during the period between the delivery to Exhibitor and return thereof to GSF. Exhibitor shall be responsible for all risk of loss and/or damage to GSF and Licensor of such materials. If any print, sound track or trailer is lost, stolen, destroyed or damaged during such period, Exhibitor shall immediately notify GSF and Licensor in writing stating the events surrounding same and shall pay to GSF a sum equal to the cost of replacement thereof.

6. No Alterations to Film. Exhibitor shall exhibit the Film in its entirety in the form submitted by GSF, and shall not in any way cut or alter the Film, except to make necessary repairs, or to comply with the requirements of any duly authorized public authority, provided that Exhibitor, prior to making any such repairs or other alterations required by any such duly authorized public authority, shall notify GSF and Licensor and obtain GSF's and Licensor's prior written approval. Exhibitor shall not duplicate, sell, lease, pledge, mortgage, loan or sub-license any print, sound track or trailer of the Film or any part thereof and shall return all prints, sound tracks and trailers in the same condition as when received, reasonable wear excepted.

7. Advertising and Publicity. Exhibitor agrees to use any advertising and publicity materials developed by GSF and/ or Licensor in substantially the same form as provided by GSF or Licensor and with the exact copyright and trademark references and/or notices as are set forth in such materials provided by GSF and Licensor. All other advertising and publicity materials developed by Exhibitor in connection with the Film shall contain the exact copyright and trademark references and/or notices as are set forth in the advertising and publicity materials provided by GSF and Licensor. Notwithstanding anything contained in this Agreement to the contrary, any and all advertising, marketing and/or promotional materials created, developed and/or exploited by Exhibitor shall be subject to the prior written approval of GSF, such approval not to be unreasonably withheld. Exhibitor acknowledges that the rights of approval provided to GSF and Licensor in the foregoing sentence are reasonable in light of the high profile of the Film's subject matter. The parties acknowledge that any breach by GSF of this clause 7 shall be a material breach of this Agreement.

8. Return of the Film. GSF shall, upon the earlier of the date of termination of the Lease Period, or the date of termination of this Agreement, contact Exhibitor to arrange for the return to GSF or Licensor in good condition, subject to reasonable wear and tear, of all prints, sound tracks and trailers of the Film and all remaining advertising and publicity materials obtained or developed by Exhibitor. Exhibitor shall pay the cost of return transportation of such prints, sound tracks and trailers and shall be responsible for all risk of loss or damage to such prints, sound tracks and trailers during such transportation.

9. Taxes. Exhibitor shall be responsible for and shall pay all taxes now in effect or hereafter imposed or based upon the exhibition, possession or use by Exhibitor of the Film licensed hereunder, upon the grant of the license or the exercise thereof, measured by the License Fee, however determined, paid or payable by Exhibitor to GSF and Licensor under this Agreement, or imposed in connection with the importation of the Films or any prints, sound tracks or trailers thereof into the jurisdiction where the Theater is located. The word "tax" as herein used shall include, without limitation, taxes, fees, assessments, charges, imposts, customs duties, levies, excises, whether denominated as sales, gross income, gross receipts, personal property, storage, use, consumption, license, import, compensating, excise or privilege tax. Exhibitor shall be entitled to deduct from any amount payable to GSF and/ or Licensor hereunder the applicable amount of any withholding tax required by law to be withheld. All amounts so withheld shall be promptly remitted to the appropriate authority, and evidence of such remittances shall be promptly furnished to GSF and Licensor (as notified to Exhibitor). Upon Exhibitor's failure or refusal to pay any tax or any part thereof, GSF and Licensor shall have, with respect thereto, all the remedies herein provided for the collection of the License Fee, as well as all other remedies provided by law.

10. Force Majeure. If, for any reason beyond the reasonable control of GSF, including, without limitation, events of force majeure, acts of God, delays by GSF's suppliers, or any government entity or corporate body, GSF is delayed or prevented from performing any of its obligations hereunder, GSF shall be excused from such performance until such time as the reason giving rise to such delayed or prevented performance no longer exists.

11. Default. If Exhibitor (a) fails or refuses to pay the License Fee or any other amount due hereunder, (b) defaults in any of its obligations hereunder, including, without limitation, the obligation to publicly display the Films during the Lease Period, or (c) is adjudicated a bankrupt or becomes insolvent or makes an assignment for the benefit of its creditor(s), or if a receiver, liquidator or trustee is appointed to manage its affairs, GSF or Licensor shall have the right, in its sole and absolute discretion, to terminate this Agreement by notice to Exhibitor at any time. If GSF or Licensor exercises such right, the grant of the license to exhibit the Films shall revert to GSF or Licensor. Upon termination of this Agreement for any reason, (i) all accrued amounts payable hereunder shall immediately become due and payable by Exhibitor; (ii) all amounts owing by Exhibitor hereunder shall remain recoverable notwithstanding termination of this Agreement; and (iii) Exhibitor shall, at its expense, return all prints, sound tracks and trailers of the Film furnished to Exhibitor, failing which GSF and Licensor shall have the right at any time to enter the premises of Exhibitor and take possession of all such prints, sound tracks and trailers.

12. No Waiver. GSF's election or Licensor's election (which may be independent of each other) of any remedy hereunder as a result of any specific breach or default on Exhibitor's part shall not be deemed an election of such remedy in connection with any other breach or default of Exhibitor, nor shall it be deemed a waiver of any additional right or remedy that GSF or Licensor may have hereunder or in law or in equity. Waiver by either party of any breach or default by the other shall not be construed as a waiver of any other or subsequent breach or default by the other.

13. Assignment. Exhibitor shall not assign this Agreement or any rights or obligations of Exhibitor hereunder without Licensor's prior written consent, and any such attempted assignment by Exhibitor without the prior written consent of Licensor shall be void. Licensor and GSF shall have the right to assign this Agreement and all respective rights and obligations of GSF and Licensor hereunder to any person or entity.

14. Limitation of Liability. In the event that GSF or Licensor breaches any provision of this Agreement, GSF's and Licensor's aggregate liability to Exhibitor hereunder in respect of such breach shall be limited to the total payments theretofore made by Exhibitor to GSF and Licensor hereunder. In addition, and without limiting the generality of the foregoing, in no event shall damages payable to Exhibitor include, nor shall GSF or Licensor be liable for, any special, indirect, incidental or consequential damages, even if either GSF or Licensor has been advised of the possibility thereof, including, without limitation, lost profits, lost business revenue, or other commercial or economic loss of any kind, or any damages claimed against Exhibitor by any other party, except in respect of an infringement as described in subsection 2 of these Standard Terms.

15. Severability. If any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to either party of the remaining provisions of this Agreement.

16. Name and Marks. During the Lease Period and thereafter, Exhibitor agrees not to directly or indirectly (a) sell, advertise for sale, lease, license or make available any goods, and (b) perform or advertise the performance of any services, whether at the Theater or elsewhere, or permit any other party to do same at the Theater or at the premises of Exhibitor, where either GSF's or Licensor's name, logos, brands and/or trademarks or any other imitation thereof, are used in association with such goods or services which may, in the sole discretion of Licensor, risk bringing the names or goodwill of the Licensor or GSF into disrepute, or any other goods and services unless such goods or services are supplied by or through GSF or Licensor or Licensor gives Exhibitor its prior written consent. During the Lease Period and thereafter, Exhibitor agrees not to, directly or indirectly, sell, advertise for sale, lease, license or make available any goods, whether at the Theater or elsewhere, or permit any other party to do same at the Theater or on the premises of Exhibitor, where such goods incorporates or displays any material or content owned by Licensor or GSF, including, without limitation, any cinematographic frame(s) or part(s) thereof or sound track excerpts copied from the Film, unless such goods or services are supplied by or through Licensor or GSF or Licensor gives Exhibitor its prior written consent. Exhibitor shall not use the name of the Film or Licensor, any logo in connection with the name of the Film or Licensor, or any excerpts from the Film in any manner whatsoever without the prior written consent and agreement of Licensor. Any breach of this clause 16 or any unauthorized use of the Film, GSF's or Licensor's name, brand, logos, trademark or other properties within GSF's or Licensor's control by Exhibitor shall be deemed to be a default of this Agreement entitling Licensor and GSF to terminate this Agreement.

17. Sponsorships and Tie-Ins. Any and all sponsorship and so-called "tie-in" relationships between Exhibitor and other persons and entities in connection with the Film and/or the exhibition of the Film at any of the Theaters shall be subject to the prior written approval of Licensor and in any event comply with the Licensor's policy guidelines as notified from time to time.

18. Confidentiality. The terms of this Agreement shall be treated as confidential by Exhibitor, and, unless so ordered by a duly qualified court or tribunal, Exhibitor shall not disclose such terms to any third party.

19. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter hereof.

20. Successors and Assigns. Each of the terms, covenants and conditions of this Agreement shall extend to and be binding upon and inure to the benefit of the parties hereto. Whenever in this Agreement reference is made to either Exhibitor or GSF or Licensor, the reference shall be deemed to include, wherever applicable, the heirs, legal representatives, and permitted successors and assigns of either party.

21. Interest. Any overdue payment hereunder shall accrue interest at the rate of the prime rate of interest quoted by Bank1 One from time to time, plus two (2%) percent per annum, calculated monthly from the date it is due until date of payment or the highest rate that can be paid pursuant to any applicable laws relating to the payments of interest.

22. Currency. Unless otherwise specifically provided herein, all amounts expressed or described hereunder are in lawful currency of the United States of America. All amounts payable hereunder shall be paid in lawful currency of the United States of America. Calculations shall be made using the exchange rate in the Wall Street Journal on the last day of the week prior to the end of the Accounting Period.

23. Governing Law. This Agreement shall be governed by the laws of the State of Illinois applicable to contracts made and entirely performed therein.

24. English Language. This Agreement has been drawn up in the English language with the consent of both parties. In the event that this Agreement is translated into a language other than English, the English language version thereof shall govern in the event of any conflict or inconsistency between the English language version and the version in such other language.

SOLICITUD DE SUFICIENCIA PRESUPUESTAL

CULTURA
SECRETARÍA DE CULTURA

Centro Cultural Tijuana

COMPAÑÍA OPERADORA DEL CENTRO CULTURAL Y TURÍSTICO DE TIJUANA, S.A. DE C.V.
GERENCIA DE RECURSOS FINANCIEROS

PROCESO	3065	CECUTT / RF-PRE-001
FOLIO	101	APROB. ENE-17
		VIG. - INDEFINIDA

PARA USO EXCLUSIVO DE LA GERENCIA DE RECURSOS FINANCIEROS

NO. DE SUFICIENCIA:	RF1-214-18
FECHA DE RECEPCIÓN:	29-Enero-18
FECHA DE VIGENCIA:	20 de cada mes.

FECHA DE ENTREGA:	1/02/18	Lizbeth Alvarado
ACUSE DE RECIBO:		NOMBRE Y FIRMA

DATOS DEL ÁREA SOLICITANTE

FECHA DE ELABORACIÓN:	31/01/2018
NÚMERO DE SOLICITUD:	RM18-043
NOMBRE DEL SOLICITANTE:	LAURO OCTAVIO SAAVEDRA
FIRMA	No. EXT: 9622

ÁREA SOLICITANTE:	GERENCIA DE RECURSOS MATERIALES
NÚMERO Y DESCRIPCIÓN DEL PROYECTO:	18.ProCult 71.- ÁFRICA SALVAJE
JUSTIFICACIÓN:	

ASUNTO:	SUFICIENCIA PRESUPUESTAL PARA LA REALIZACION DEL PAGO DE LA PROYECCION DE LA PELICULA AFRICA SALVAJE.
JUSTIFICACIÓN DEL GASTO:	LA ASIGNACION PRESUPESTAL PERMITIRA CUBRIR EL PAGO DE PROYECCION DE LA PELICULA AFRICA SALVAJE PROYECTADA EN DOMO IMAX.
META A ALCANZAR:	LA PRESENTE SOLICITUD PERMITIRA AL CECUT UN MEJOR LOGRO DE LAS METAS Y OBJETIVOS PREVISTOS EN EL PROGRAMA DE TRABAJO DEL CENTRO.
OBJETIVO DEL PECA:	_2.Impulsar_la_educación_y_la_investigación_artística_y_cultural
ESTRATEGIA:	_2.1_Enriquecer_la_educación_en_materia_artística_y_cultural
LINEA DE ACCIÓN:	2.1.1 Desarrollar, impulsar y fortalecer los programas de educación en materia artística y cultural

OBSERVACIONES:	GIANT SCREEN FILMS	CANTIDAD SOLICITADA:	$18,478.00
		IVA:	$2,956.48
		TOTAL:	$21,434.47

PARA USO EXCLUSIVO DE LA GERENCIA DE RECURSOS FINANCIEROS

AUTORIZACIÓN DE SUFICIENCIA PRESUPUESTAL

EXISTEN RECURSOS PARA EL MES:	
CON CARGO AL PROYECTO:	18.ProCult 71
NÚMERO DE PARTIDA:	32701
CANTIDAD AUTORIZADA:	$21,434.47

VISTO BUENO DEL GERENTE DEL ÁREA

LAURO OCTAVIO SAAVEDRA

AUTORIZACIÓN DE LA SUBDIRECCIÓN ADMINISTRATIVA

RUBEN ENRIQUE CARRILLO RUIZ

COMPAÑÍA OPERADORA DEL CENTRO CULTURAL Y TURÍSTICO DE TIJUANA, S.A. DE C.V.

CALENDARIO DE SUFICIENCIA PRESUPUESTAL

CONSECUTIVO No.	HOJA 1 de 1	FECHA
	RM18-043	31/01/2018

CECUTT/RF-PRE-001
APROB. - ENERO -17
VIG. - INDEFINIDA

CALENDARIO FINANCIERO

AÑO	PTDA	FF	TOTAL DE LA OPERACIÓN	ENERO	FEBRERO	MARZO	ABRIL	MAYO	JUNIO	JULIO	AGOSTO	SEPTIEMBRE	OCTUBRE	NOVIEMBRE	DICIEMBRE
2018	32701	1	21,434.47	-	11,038.76	6,930.48	-	3,465.24	-	-	-	-	-	-	-
2018			-	-	-	-	-	-	-	-	-	-	-	-	-
2018			-	-	-	-	-	-	-	-	-	-	-	-	-
2018			-	-	-	-	-	-	-	-	-	-	-	-	-
2018			-	-	-	-	-	-	-	-	-	-	-	-	-
2018			-	-	-	-	-	-	-	-	-	-	-	-	-
2018			-	-	-	-	-	-	-	-	-	-	-	-	-
2018			-	-	-	-	-	-	-	-	-	-	-	-	-
2018			-	-	-	-	-	-	-	-	-	-	-	-	-
2018			-	-	-	-	-	-	-	-	-	-	-	-	-

CONCEPTO:

LOS RECURSOS PRESUPUESTALES SOLICITADOS PERMITIRAN AL CECUT, CUBRIR EL PAGO POR LA PROYECCION DE LA PELICULA AFRICA SALVAJE.

ELABORÓ

LIZBETH ALVARADO

AUTORIZÓ

RUBEN ENRIQUE CARRILLO

La autorización antes señalada, es únicamente para garantizar que se cuenta con presupuesto autorizado en las claves solicitadas, sin validar o autorizar el procedimiento, contratación y pago derivado de la licitación o invitación a por lo menos tres personas o adjudicación directa. Sobre los requisitos exigidos por la misma o sobre la integración de la documentación correspondiente, el área solicitante asume la responsabilidad, por lo que deberá a pegarse a lo establecido en el clasificador por objeto del gasto, el Presupuesto de Egresos de la Federación aplicable, la Ley Federal de Presupuesto y Responsabilidad Hacendaria y su Reglamento, así como el cumplimiento estricto de las políticas que orientan los procedimientos de contratación y ejecución del gasto estipulados en los contratos, establecidos en las políticas, bases y lineamientos (pobalines) del "Centro", normados por la ley de adquisiciones, arrendamientos y servicios del sector público y su reglamento, sin menoscabo de la normatividad complementaria aplicable.