AD41-219-18

LICENSOR AND DISTRIBUTOR	EXHIBITOR
GIANT SCREEN FILMS, LLC 990 Grove Street, Suite 200 Evanston, IL 60201 Phone: 847-475-9140	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

June 18, 2018
(the "Effective Date")

FILM LICENSE AGREEMENT

BETWEEN

GIANT SCREEN FILMS, LLC ("LICENSOR" and "DISTRIBUTOR")

AND

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

Part A. DEAL TERMS

Film	*Cuba*
Theater	CECUT Centro Cultural Tijuana
Lease Period Start Date	October 15, 2018
Lease Period End Date	October 14, 2019
License Fees	30% of Adjusted Gross Ticket Revenue, with minimum ticket price of MXP $4.80
Complimentary Ticket Allotment	Up to 3% of total theater admissions
Private Screening Fee	US $400
Schedule Requirements	A minimum of 500 public screenings during the initial License Period
Print/ Soundtrack Package	2D Dome 15/70mm film print of the 40 minute feature and trailer with DTAC soundtrack
Language(s)	Mexican Spanish
Print/ Soundtrack Package Fee	US $18,000
Additional Trailer	N/A
Additional Trailer Fee	N/A
Language Versioning	N/A
Language Versioning Fee	N/A
Special Terms	N/A

Exhibitor Initials_____ Licensor Initials_____ Distributor Initials_____

The **Deal Terms** (as set out in Part A); Schedule of Terms (as set out in Part II below) (**"Schedule"**), together with the attached Standard Terms and Conditions as set out in Part C (**"Standard Terms"**) shall comprise the Film License Agreement (the **"Agreement"**) between Licensor, Distributor and Exhibitor for the exhibition of the Film at the Theater(s) 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 the Deal Terms, Schedule of Terms or the Standard Terms and Conditions.

In the event of any inconsistency between the Deal Terms and the Schedule of Terms, the Deal Terms 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 B: SCHEDULE

1. **Lease Period**. The "Lease Period" shall commence on the Lease Period Start Date and continue until the Lease Period End Date 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 Distributor's prior written approval. Exhibitor agrees to notify Distributor no fewer 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 Theaters, Exhibitor shall pay Licensor either the License Fees based on an Adjusted Gross Ticket Revenue or Per Admission License Fee(s) or Flat Fee basis (as set out in the Deal Terms) for each Accounting Period.

3. **License Fees**. License Fees shall be calculated using the terms defined in the Deal Terms and the following definitions. License Fees shall include royalty payments for all paid viewers, Private Events and Surplus Complimentary Admissions.

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

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

    c. **"Complimentary Admissions"** shall mean persons admitted to a screening of the Film at no charge and shall not exceed the complimentary "**Allotment**" of Total Theater Admissions as defined in the Deal Terms. Complimentary Admissions shall be the lesser of the actual Complimentary Admissions and the Allotment. Complimentary Admissions are limited to film sponsors, VIPs, chaperones, media and promotional partners during the Lease Period. Institutional members or private event attendees are not eligible to be considered Complimentary Admissions. Any unpaid admissions in excess of the Allotment shall be defined as "**Surplus Complimentary Admissions**" and charged a royalty defined as follows: The aggregate of all admissions in excess of the Allotment shall be multiplied by a fraction, the numerator of which shall be the total revenue received by Exhibitor for exhibitions of the Film in the relevant Accounting Period and the denominator of which shall be total number of paid admissions for exhibitions of the Film in the relevant Accounting Period. The product of this equation shall be defined as "**Excess Complimentary Revenue**". This Excess Complimentary

Revenue shall be included in the Adjusted Gross Ticket Revenue and every unpaid admission to the Film that exceeds the Allotment shall be subject to License Fees (in accordance with the Adjusted Gross Ticket Revenue or Per Admission License Fees) as defined in the Deal Terms.

d. **"Per Admission License Fee"** shall be a flat fee for each viewer seeing the Film at the Theater. For each Accounting Period, the total License Fee shall be calculated by adding Total Theater Admissions and Surplus Complimentary Admissions and multiplying by the Per Admission License Fee as defined in the Deal Terms. In the event that there are different Per Admission License Fee terms for public viewers and school viewers, the school viewers shall be deducted from Total Theater Admissions and each category shall be multiplied by its own respective fee.

e. **"Private Screenings"** With respect to each private screening of the Film at the Theater(s), Exhibitor shall pay Licensor the greater of the Private Screening Fee defined in the Deal Terms or the Per Admission License Fee based on the number of viewers seeing the Film at the Private Screenings.

4. **Payment of License Fees**. Exhibitor shall automatically (without requiring an invoice) pay License Fees as set forth above for each Accounting Period. Reports (defined below) shall be furnished to support each License Fee payment. Payments shall be made by check, payable directly to the **Giant Screen 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 exhibition requirements as defined in the Deal Terms. All screenings of the Film must be scheduled during public operating hours and Private Screenings may not count toward the schedule requirements.

6. **Reporting.** Exhibitor shall provide to Licensor 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 Distributor with additional information upon request within a reasonable time period. In the event that there are any discrepancies between the reports and License Fee payments, a reconciliation analysis shall be conducted immediately.

7. **Print and Soundtrack.**

a. **Film Print/Soundtrack Package.** Distributor shall supply Exhibitor with the Film's Print/Soundtrack Package as defined in the Deal Terms. The Print / Soundtrack Package Fee shall be payable by Exhibitor in full no fewer than thirty (30) days prior to the Lease Period Start Date. Distributor and Licensor reserves the right to withhold delivery of the Print/Soundtrack Package until payment is received in full and any other outstanding balances owed to Distributor or

Licensor by Exhibitor in relation to this Agreement, or any other License Agreement between the Exhibitor, Distributor and Licensor in respect of any other film are received in full.

b. **Additional Trailers.** Distributor shall make available the additional trailers subject to the payment by Exhibitor of an additional trailer fee, if any (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 Distributor.

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 Deal Terms. In the event that a new language version must be created for Exhibitor, Licensor shall produce the new language and mix for the costs detailed on the Deal Terms (if any). In the event that Licensor is not able to produce the necessary language and mix for an amount defined in the Principal Terms, Distributor shall work with Exhibitor to explore alternative language versioning options, including an allowance for the Exhibitor to facilitate production of the language locally.

e. **Soundtrack Ownership.** Licensor shall retain full ownership and usage rights for all language versions. 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 Licensor. Cue sheets for the Film, proof of ownership and chain of copyright can be furnished by Licensor upon request.

8. **Distribution Package / Marketing and Promotion.** Exhibitor shall be provided samples of publicity, marketing and educational materials developed by Licensor or Distributor (collectively, the **"Promotional Materials"**) to assist Exhibitor in its marketing, promotional and fundraising efforts. Licensor or Distributor will provide artwork for select Promotional Materials as layered graphic files and make all graphic files available for download from a designated website. Exhibitor shall provide and pay for any translation and/or printing costs associated with the Promotional Materials. Unless otherwise agreed in writing, 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 Distributor for written approval prior to publication or public consumption. Promotional Materials developed by Licensor and available online shall include: key art, educational materials, press materials, and publicity/advertising materials. Exhibitor may hold up to two (2) royalty-free screenings in advance of their openings for promotional purposes.

9. **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 sponsors or any other restrictions as notified by Licensor or Distributor.

Local sponsorship shall be credited as "Locally Presented By" and shall not distract from the positioning of the global presenting sponsor. Licensor and Distributor 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 by Exhibitor.

Exhibitor agrees to include the Film's global presenting sponsor marks and logos as specified by Distributor or Licensor 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 Distributor. Licensor warrants that any in-film message will not endorse any firearms, tobacco, alcohol, or pornographic products and shall not exceed sixty (60) seconds in length.

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

a. Five hundred (500) complimentary tickets for Licensor and/ or Licensor partners/sponsors to use for promotional purposes (not for resale and excluded from License Fees).

b. Three (3) screening events at the Theater for no rental facility fee, it being understood that Licensor 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.

10. **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, 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.

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

By: RUBEN ESCARCEGA RUIZ
Name:
Title: SUBDIRECTOR DE ADMINISTRACION
Date: 24/JULIO/2018

GIANT SCREEN FILMS, LLC (as Licensor and Distributor)

By: Deborah Raksany
Name: Deborah Raksany
Title: Vice President
Date: 8 august 2018

PART C: 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 (through Distributor), 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 Distributor 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. Licensor 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 Licensor's knowledge, no part of the Film and no exercise of any rights granted to Exhibitor hereunder will constitute an infringement of the trademarks, 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 Licensor or have been acquired by Licensor 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, Licensor will defend such action at its own expense and will pay the costs and damages awarded in such action, provided that Licensor 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 Licensor's opinion, is likely to be found, Licensor shall have the right to terminate this Agreement and the license granted hereunder, in which case Licensor 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 Licensor 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 Licensor 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 Licensor (as more particularly set out in the Deal Terms) 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. If requested, Exhibitor shall provide Distributor 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 and the daily total gross receipts in connection with the Film. Exhibitor shall account to Distributor 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 or electronically auditable 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. All statements provided to Licensor hereunder shall be signed by Exhibitor or its legal representative, and if Licensor so requests, shall be made upon forms furnished to Exhibitor by Licensor or Distributor. 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, Licensor'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 Licensor and Distributor 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. Distributor shall deliver to Exhibitor at the location of the Theater one (1) print, one (1) soundtrack, one (1) trailer and/or one (1) Digital Cinema Package (DCP) 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, trailer or DCP of the Film from Licensor for use at the Theater at Licensor's then-current production prices and subject to delivery lead times then in effect. Exhibitor shall pay the cost of transportation of all prints, soundtracks and/or DCPs delivered to the Theater.

5. Care for the Film. Exhibitor shall exercise due care in handling and exhibiting all prints, sound tracks, trailers and/or DCPs of the Film, and shall not permit such prints, sound tracks, trailers and/or DCPs to leave Exhibitor's possession during the period between the delivery to Exhibitor and return thereof to Licensor. Exhibitor shall be responsible for all risk of loss and/or damage to Licensor of such materials. If any print, sound track, trailer and/or DCP is lost, stolen, destroyed or damaged during such period, Exhibitor shall immediately notify Distributor in writing stating the events surrounding same and shall pay to Licensor 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 Licensor, 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 Licensor and obtain Licensor's prior written approval. Exhibitor shall not duplicate, sell, lease, pledge, mortgage, loan or sub-license any print, sound track, trailer or DCP of the Film or any part thereof and shall return all prints, sound tracks, trailers and/or DCPs 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 Licensor and/ or Distributor in substantially the same form as provided by Licensor or Distributor and with the exact copyright and trademark references and/or notices as are set forth in such materials provided by Licensor and Distributor. 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 Licensor and Distributor. 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 Licensor, such approval not to be unreasonably withheld. Exhibitor acknowledges that the rights of approval provided to Licensor and Distributor 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 Licensor of this clause 7 shall be a material breach of this Agreement.

8. Return of the Film. Licensor 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 Licensor or Licensor in good condition, subject to reasonable wear and tear, of all prints, sound tracks, trailers and/or DCPs 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, trailers and/or DCPs, and shall be responsible for all risk of loss or damage to such prints, sound tracks, trailers and/or DCPs 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 Licensor under this Agreement, or imposed in connection with the importation of the Films or any prints, sound tracks, trailers, and/or DCPs 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 Licensor 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 Licensor (as notified to Exhibitor). Upon Exhibitor's failure or refusal to pay any tax or any part thereof, Licensor and Distributor 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 Licensor, including, without limitation, events of force majeure, acts of God, delays by Licensor's suppliers, or any government entity, Licensor is delayed or prevented from performing any of its obligations hereunder, Licensor shall be excused from such performance until such time as the reason giving rise to such delayed or prevented performance no longer exists. Similarly if, for any reason beyond the reasonable control of Exhibitor, including, without limitation, events of force majeure, acts of God, or any government entity, Exhibitor is delayed or prevented from performing any of its obligations hereunder, Exhibitor 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, Licensor shall have the right, in its sole and absolute discretion, to terminate this Agreement by notice to Exhibitor at any time. If Licensor exercises such right, the grant of the license to exhibit the Films shall revert to 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 Licensor and Licensor shall have the right at any time to enter the premises of Exhibitor and take possession of all such prints, sound tracks, trailers and/or DCPs.

12. No Waiver. Licensor's election or Distributor'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 Licensor or Distributor 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 shall have the right to assign this Agreement and all respective rights and obligations of Licensor hereunder to any person or entity.

14. Limitation of Liability. In the event that Licensor or Distributor breaches any provision of this Agreement, Licensor's and Distributor's aggregate liability to Exhibitor hereunder in respect of such breach shall be limited to the total payments theretofore made by Exhibitor to Licensor and Licensor hereunder. In addition, and without limiting the generality of the foregoing, in no event shall damages payable to Exhibitor include, nor shall Licensor or Distributor be liable for, any special, indirect, incidental or consequential damages, even if either Licensor 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 Licensor's or Distributor'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 Distributor into disrepute, or any other goods and services unless such goods or services are supplied by or through Licensor or Distributor 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 Distributor, 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 Distributor gives Exhibitor its prior written consent. Exhibitor shall not use the name of the Film or Licensor or Distributor, any logo in connection with the name of the Film or Licensor or Distributor, or any excerpts from the Film in any manner whatsoever without the prior written consent and agreement of Licensor or Distributor. Any breach of this clause 16 or any unauthorized use of the Film, Licensor's or Distributor's name, brand, logos, trademark or other properties within Licensor's or Distributor's control by Exhibitor shall be deemed to be a default of this Agreement entitling Licensor and Distributor 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 Distributor 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 Licensor 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 Bank1One 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	7810	CECUTT / RF-PRE-001
		APROB. ENE-17
FOLIO	87	VIG. - INDEFINIDA

PARA USO EXCLUSIVO DE LA GERENCIA DE RECURSOS FINANCIEROS

NO. DE SUFICIENCIA:	RF1-199-18
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:	26/01/2018	ÁREA SOLICITANTE:	GERENCIA DE RECURSOS MATERIALES
NÚMERO DE SOLICITUD:	RM18-038	NÚMERO Y DESCRIPCIÓN DEL PROYECTO:	18.ProCult 33.- CUBA
NOMBRE DEL SOLICITANTE:	LAURO OCTAVIO SAAVEDRA	JUSTIFICACION:	NO APLICA
FIRMA	No. EXT: 9622		

ASUNTO:	SUFICIENCIA PRESUPUESTAL PARA LA REALIZACION DEL PAGO DE LA PROYECCION DE LA PELICULA CUBA.
JUSTIFICACIÓN DEL GASTO:	LA ASIGNACION PRESUPESTAL PERMITIRA CUBRIR EL PAGO DE PROYECCION DE LA PELICULA CUBA 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:	$628,252.00
		IVA:	$100,520.32
		TOTAL:	$728,772.32

PARA USO EXCLUSIVO DE LA GERENCIA DE RECURSOS FINANCIEROS

AUTORIZACIÓN DE SUFICIENCIA PRESUPUESTAL

EXISTEN RECURSOS PARA EL MES:	
CON CARGO AL PROYECTO:	18.ProCult 33
NÚMERO DE PARTIDA:	32701
CANTIDAD AUTORIZADA:	$728,772.32

VISTO BUENO DEL GERENTE DEL ÁREA

LAURO OCTAVIO SAAVEDRA

AUTORIZACIÓN DE LA SUBDIRECCIÓN ADMINISTRATIVA

RUBEN ENRIQUE CARRILLO RUIZ

CULTURA

Centro Cultural Tijuana

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

CALENDARIO DE SUFICIENCIA PRESUPUESTAL

	HOJA 1 de 1	FECHA
CONSECUTIVO No.	**RM18-038**	**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	728,772.32	-	-	-	-	-	342,951.68	64,303.44	64,303.44	64,303.44	64,303.44	64,303.44	64,303.44
2018			-	-	-	-	-	-	-	-	-	-	-	-	-
2018			-	-	-	-	-	-	-	-	-	-	-	-	-
2018			-	-	-	-	-	-	-	-	-	-	-	-	-
2018			-	-	-	-	-	-	-	-	-	-	-	-	-
2018			-	-	-	-	-	-	-	-	-	-	-	-	-
2018			-	-	-	-	-	-	-	-	-	-	-	-	-
2018			-	-	-	-	-	-	-	-	-	-	-	-	-
2018			-	-	-	-	-	-	-	-	-	-	-	-	-
2018			-	-	-	-	-	-	-	-	-	-	-	-	-

CONCEPTO:	ELABORÓ	AUTORIZÓ
LOS RECURSOS PRESUPUESTALES SOLICITADOS PERMITIRAN AL CECUT, CUBRIR EL PAGO POR LA PROYECCION DE LA PELICULA CUBA.	LIZBETH ALVARADO	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, asi como el cumplimiento estricto de las politicas que orientan los procedimientos de contratación y ejecución del gasto estipulados en los contratos, establecidos en las politicas, 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.