Great Bear Rainforest Film Network

GREAT BEAR RAINFOREST

MOTION PICTURE LICENSE AGREEMENT

SCHEDULE A

1. EXHIBITOR:

Cía. Op. del Ctro. Cult. y Tur. de Tij. S.A. de C.V
Paseo de los Héroes No. 9350, zona urbana Rio Tijuana
C.P. 22010, Tijuana B.C., México
R.F.C.: OCC-800922-SY8

2. THEATRE:

Centro Cultural Tijuana IMAX® Theater

3. TITLE OF MOTION PICTURE:

GREAT BEAR RAINFOREST

4. ORIGINAL LICENSE PERIOD:

Exhibitor intends to present the public premiere of ***GREAT BEAR RAINFOREST*** on approximately February 22, 2019.

5. LICENSE FEES:

Thirty percent (30%) of the ***GREAT BEAR RAINFOREST*** box office receipts will be paid to MFFDC. Exhibitor guarantees **a minimum of five hundred (500) screenings** throughout the Original License Period which shall continue for twelve (12) months after Exhibitor's first public exhibition of ***GREAT BEAR RAINFOREST***. During the first six (6) weeks of your Original License Period, ***GREAT BEAR RAINFOREST*** is to receive a minimum of twenty shows per week.

Complimentary Admissions: A two percent (2%) complimentary admission allowance will be allowed on the total maximum number of tickets sold. All complimentary admissions must be accounted for and are only to be used for the purpose of promoting ***GREAT BEAR RAINFOREST***. Complimentary admissions shall not be applied towards any applicable guaranteed minimum paid viewers (see above). Note: Children (under 5 years of age) admitted free with purchase of adult ticket(s) shall not be included towards this 2% allowance.

6. PRINT AND SOUNDTRACK:

MFFDC shall provide to the Exhibitor

1. one (1) new quality-assured 15perf/70mm Print
2. one (1) 15perf/70mm ***GREAT BEAR RAINFOREST*** trailer print and
3. one (1) new Spanish language soundtrack in Exhibitor's format of choice:

_____ 35mm

_____ DDP (CD)

_X_ DTAC (DVD)

_____ Other _____

for a cost not to exceed U.S. $16,000.00, payable within 30 days of receiving the film print. Note additional soundtracks are available at a cost of U.S. $900.00 for a 35mm version, U.S. $1,100.00 for a CD version and U.S. $1,250.00 for a DVD version. Exhibitor pays for shipping.

Additional 15perf/70mm ***GREAT BEAR RAINFOREST*** film trailers are available at a cost of U.S. $1,000.00 each. Exhibitor pays for shipping.

Within five (5) days of delivery, print(s) shall be immediately inspected for acceptance by Exhibitor. If no notification to MFFDC is made within five (5) days, prints shall be deemed acceptable.

NOTE: If Exhibitor converts to digital projection during the Original License Period, Distributor will provide a standard DCP at no additional cost.

7. PAYMENT SCHEDULE:

Exhibitor is to deliver complete and accurate records with respect to all persons entering the theatre. Exhibitor shall deliver such information along with any royalties due MFFDC within twenty-one (21) days of the end of each month during the License period and any extensions (beginning on the 21st day of the month following the first public screening).

ROYALTY PAYMENT ALONG WITH ATTENDANCE INFORMATION SHOULD BE MADE AS FOLLOWS:

Checks sent to
MacGillivray Freeman Films, Inc.
P.O. Box 205
Laguna Beach, CA 92652

Wire Transfers to
MacGillivray Freeman Films, Inc.
c/o Union Bank of California
2001 Michelson Drive
Irvine, CA 92715
Account# 063-1473451 ABA#122000496

Exhibitor contact for questions regarding Exhibitor monthly attendance and royalty remittances will be as follows (to be written in by Exhibitor):

Edgar Rodriguez
Name

Gte. Medios Audiovisuales
Title

664 687 9653
Phone number

earodriguez@cecut.gob.mx
e-mail address

8. PROMOTIONAL / MARKETING MATERIAL:

MFFDC has a comprehensive package of promotional support material for ***GREAT BEAR RAINFOREST*** available either as part of a package or on an item-by-item basis. The cost for these materials are/or will be provided. Please advise MFFDC at your earliest convenience regarding the items and the quantities you are interested in obtaining.

All shipping costs for promotional materials shall be paid by the Exhibitor.

9. PRIVATE / CORPORATE SCREENING:

The Exhibitor shall pay a one-time fixed fee of $500.00 for each and every private or corporate screening of the film that is not part of the regularly scheduled public program which amount is in lieu of the License fees listed above.

10. FILM PRODUCTION AND SPONSOR CREDITS:

Exhibitor acknowledges and agrees to incorporate the below credits on all film advertising and promotional announcements, including but not limited to, print display, television, radio, outdoor display, film posters, banners, direct mail announcements, theatre newsletters, theatre and indoor signage, "rack" cards, website content, and special event invitations:

GREAT BEAR RAINFOREST

(logo provided)

Distributor acknowledges that some print, online, television, and radio advertisements may be too small or short to incorporate all credits, but the Exhibitor agrees to incorporate the above-listed credits in all advertisement as specified here below:

television advertisements longer than 25 seconds
radio advertisements longer than 25 seconds

These credit blocks shall also appear in other forms of advertisement not listed when space allows. MFFDC may supply Exhibitor with logo treatment and/or credit block guidelines in the future.

Exhibitor acknowledges that Distributor continues to pursue additional sponsors which, if secured, will be communicated to Exhibitor as soon as possible. Exhibitor acknowledges that the above title and credit listings may change in the future and agrees to make reasonable adjustments to the credit listings upon written notification from MFFDC.

11. FOREIGN LANGUAGE VERSIONING:

In the event that Exhibitor arranges and/or pays for any versioning required for Exhibitor's exhibition of the Picture, including without limitation language versioning, Schedule 1, attached and incorporated into this Term Sheet, shall apply.

NOTE: This Agreement may be executed in any number of counterparts, by facsimile, electronic PDF transmission or original, each of which signed version when taken together shall make one and the same binding, complete instrument.

MACGILLIVRAY FREEMAN FILMS, INC.
DISTRIBUTION COMPANY
P.O. Box 205
Laguna Beach, CA 92652 U.S.A.
Phone (949) 494-1055
Fax (949) 376-4147

THIS LICENSE AGREEMENT made this 14th day of January, 2019 by and between MacGillivray Freeman Films Distribution Company, a subsidiary of MacGillivray Freeman Films, Inc. hereinafter called "MFFDC" and Cía. Op. del Ctro. Cult. y Tur. de Tij. S.A. de C.V. hereinafter called "EXHIBITOR."

Article 1. **Purpose of Agreement.**

MFFDC has been appointed sole and exclusive distributor of the Picture worldwide as defined in Schedule "A" hereto. Exhibitor desires a non-exclusive license to show the Picture at the Theatre as defined in the said Schedule "A".

Article 2. **License.**

Subject to the payment of the License Fee specified in Schedule "A" above and all other terms and conditions hereof, MFFDC hereby grants to Exhibitor, and Exhibitor hereby accepts from MFFDC, a non-exclusive license to exhibit the Picture publicly at the Theatre for the License Period set forth in Schedule "A". The license granted herein shall extend only to the exhibition of the specific Print(s) and Soundtrack(s) of the Picture delivered by MFFDC to Exhibitor pursuant to Article 4 hereof. The license granted herein shall extend to no other time, place, use or purpose.

Article 3. **Payment of License Fees.**

(a) Exhibitor shall pay to MFFDC the License Fee specified in Item 5 of Schedule "A" in the manner set out in Item 7 thereof.

(b) Payments shall be made in the lawful currency of the U.S.

(c) Any overdue payment hereunder shall bear interest at the rate of twelve (12%) percent per annum.

Article 4. **Delivery of Print(s) and Sound Track(s).**

(a) MFFDC shall supply the Print(s) and Sound Track(s) specified in Item 6 of Schedule "A", delivered to the Exhibitor in good physical condition prior to the date of commencement of the exhibition of the Picture as specified in Item 4 of Schedule "A". Shipping cost to the theatre shall be paid by Exhibitor.

(b) During the License Period, Exhibitor shall be entitled to order additional copies of the Print(s) and Sound Track(s) of the Picture from MFFDC for use at the Theatre at MFFDC's then current production prices and subject to delivery lead times then in effect.

Article 5. **Return of Print(s) and Sound Track(s).**

MFFDC shall, at its own expense, arrange with Exhibitor immediately upon termination of this Agreement for the return of all Print(s) and Sound Track(s). The Print(s) and Sound Track(s) shall be returned in the same condition as when received by Exhibitor, reasonable wear excepted.

Article 6. **Loss or Damage.**

If any Print or Sound Track is lost, stolen, destroyed or damaged during the License Period, Exhibitor shall immediately notify MFFDC. MFFDC shall provide a replacement Print or Sound Track, delivered to the Theatre at the expense of Exhibitor.

Article 7. **No Alteration.**

Exhibitor shall exhibit the Picture in its entirety as submitted by MFFDC and shall not in any way cut or alter same except to make necessary repairs. Any repair or alteration of any kind, without written permission from MFFDC, will result in immediate default of this agreement and termination of any and all programming and/or exhibition of Picture. Exhibitor shall not duplicate, sell, lease, pledge, mortgage, loan or sub-license any Print or Sound Track or any part thereof.

Article 8. **Sound Quality.**

Exhibitor covenants and agrees that the sound system in the Theatre shall conform to the current high criteria set standards that are standard to and acceptable to large screen presentations throughout the License Period.

Article 9. **Advertising.**

(a) MFFDC shall make available to Exhibitor, certain advertising and publicity materials relating to the Picture. Exhibitor agrees to use such materials in substantially the same form as provided by MFFDC and to use such materials together with materials developed by Exhibitor which contain exact copyright and trademark references as provided by MFFDC. Any shipping costs associated with advertising materials shall be paid by Exhibitor.

(b) Exhibitor shall not use the names MacGillivray Freeman Films Distribution Company or ***GREAT BEAR RAINFOREST*** production credits in any advertising, publicity materials or sponsorships developed by Exhibitor or in connection with any merchandise without prior written consent of MFFDC, which consent shall not be unreasonably withheld.

(c) As used in this Agreement, the term "local and/or regional sponsor(s)" shall mean and refer to any sponsor(s) of the Picture obtained by Theatre for its revenue site only and the term "international sponsor(s)" shall mean and refer to any sponsor(s) of the Picture obtained by the MacGillivray Freeman Films for all sites worldwide. The funds provided by each local and/or regional sponsor to Theatre shall be retained by Theatre and such local and/or regional sponsor shall be approved by MacGillivray Freeman Films, which approval will not be unreasonably withheld. Each international sponsor of the Picture shall receive credit on publicity, marketing and educational materials prepared by MacGillivray Freeman Films and Theatre, at the sole discretion of MacGillivray Freeman Films.

(d) Theatre shall include the name(s) of the major international sponsor(s) in a prominent position, to which the local and/or regional sponsorship credits shall be subordinate, on marketing, publicity and/or other materials prepared and/or issued separately by Theatre. Moreover, Theatre agrees that any and all such materials prepared and/or issued separately by Theatre shall first be submitted to MacGillivray Freeman Films for its approval (not to be unreasonably withheld) before any use or dissemination.

Article 10. **Theme Merchandise.**

(a) Exhibitor shall not use the name ***GREAT BEAR RAINFOREST*** or any logo in connection with these names, or any excerpts from the Picture in any manner whatsoever without the prior written consent of MFFDC and any unauthorized use by the Exhibitor shall be deemed to be a default entitling MFFDC to terminate this Agreement.

(b) In the event MFFDC has available merchandise which may be suitable for sale at the Theatre, MFFDC shall notify Exhibitor of such merchandise and MFFDC shall arrange for the supply of same on such terms and conditions as shall be agreed upon by the parties. In the event that Exhibitor acquires any lines of merchandise from or through MFFDC for sale at the Theatre or elsewhere on the Exhibitor's premises, Exhibitor agrees not to sell any line of merchandise which is similar to, and competes with such line of merchandise without the prior written consent of MFFDC, which consent shall not be unreasonably withheld.

Article 11. **Admission Information.**

Exhibitor shall keep complete and accurate records with respect to all persons entering the Theatre. Exhibitor shall deliver such information to MFFDC within twenty-one (21) days of the end of each month during License Period and any extensions.

Article 12. **Exhibitor's Default.**

If Exhibitor defaults in any of its obligations hereunder and such default is not cured by Exhibitor within thirty (30) days of Exhibitor having received notice from MFFDC with respect to such default or Exhibitor is adjudicated or bankrupt or becomes insolvent or makes an assignment for the benefit of creditors, or if a receiver, liquidator or trustee is appointed to manage its affairs, MFFDC shall have the right, at its option, to treat such default as a material breach hereof by Exhibitor and may terminate this Agreement by notice to Exhibitor at any time. Upon termination of this Agreement, howsoever caused, (i) any remaining portions of the License Fee not yet paid hereunder shall immediately become due and payable by Exhibitor to MFFDC; and (ii) Exhibitor shall, at its expense, return all Print(s) and Sound Track(s) failing which MFFDC shall have the right at any time to enter onto the premises of Exhibitor and take possession of all such Print(s) and Sound Track(s).

Article 13. **Taxes.**

Exhibitor shall be responsible for and shall pay all taxes with respect to the use of the Picture by Exhibitor.

Article 14. **Governing Law and Arbitration.**

This Agreement shall be governed by, subject to and interpreted in accordance with the laws of California, U.S.A. and any claim arising out of or relating to this Agreement shall be settled by arbitration by a panel of three (3) arbitrators according to the Arbitration Act (California). The prevailing party shall be entitled to its attorney's fees and costs.

Article 15. **Amendments.**

No agreement purporting to amend or modify this Agreement or any document, paper or writing relating hereto or thereto or connected herewith or therewith, shall be valid and binding upon the parties hereto unless in writing and signed and accepted by both parties hereto.

Article 16. **Force Majeure.**

If, for any cause beyond its reasonable control, including but not limited to force majeure, acts of God, delays by MFFDC's suppliers, or any government entity or body corporate, MFFDC is prevented from performing any of its obligations hereunder, MFFDC shall be excused from such performance until such time as the cause giving rise to such prevented performance no longer exists.

Article 17. **Assignment.**

Neither party hereto shall assign any benefits or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Article 18. **Limitation of Liability.**

For breach or default by MFFDC hereunder, Exhibitor's exclusive remedy shall be payment by MFFDC of the Exhibitor's damages to a maximum amount equal to, and in no event shall MFFDC be liable in excess of, the License Fee.

Article 19. **Language.**

In the event that this Agreement is translated into a language other than English, the English language version thereof shall govern.

Article 20. **Right to Audit.**

MFFDC reserves the right to audit Exhibitor's Film accounting records upon seven (7) days' notice to Exhibitor. If MFFDC's audit discovers a discrepancy in excess of ten percent (10%), the Exhibitor shall pay for the costs of conducting the audit.

Article 21. **Successors etc.**

This Agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and, where permitted or approved, their assigns.

Article 22. **Notice.**

Any notices or other communications required to be given hereunder shall be in writing and shall be delivered, transmitted by telex or telefax and must also be sent by registered or certified mail, return receipt requested, postage prepaid, to the parties at their respective addresses first above written.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals attested by the hands of their respective corporate officers in that behalf.

MACGILLIVRAY FREEMAN FILMS, INC	**CÍA. OP. DEL CTRO. CULT. Y TUR. DE TIJ. S.A. DE C.V**
Per: Patricia Collins	Per: Dra. Galia Vianka Robles Santana
(Signature) Patricia Collins	(Signature)
(Title) Director of Global Sales	(Title) Directora General
(Date) 2/22/19	(Date) 21/FEB/2019