

See attached "Exhibit A" for Theater name(s) and Owner Information

STX MASTER LICENSE AGREEMENT

This Master License Agreement (hereinafter referred to as "MLA") sets forth the terms upon which STX Financing, LLC. (hereinafter referred to as "Distributor") and the Exhibitor identified above (hereinafter referred to as "Exhibitor"), agrees to grant a limited license under copyright to Exhibitor for the theatrical exhibition of Distributor's Motion Pictures (hereinafter referred to as "Picture(s)"). The MLA shall govern the course of dealing between Distributor and Exhibitor. Exhibitor's first public exhibition of Distributor's Picture(s) shall be deemed agreement and consent to all the terms and conditions set forth below.

1. Booking Confirmation

Distributor shall send a Booking Confirmation to Exhibitor. The Booking Confirmation will contain the specific licensing terms for each Picture. The Booking Confirmation may be sent to Exhibitor or Exhibitor's buying and booking agent or other duly appointed agent. All provisions of the Booking Confirmation shall be deemed correct unless Exhibitor immediately notifies Distributor of any error. The Booking Confirmation together with the terms of this MLA shall constitute the License Agreement for that Picture. The first public exhibition of the Picture(s) by Exhibitor shall constitute Exhibitor's agreement to each and every term of the MLA.

2. Consecutive Showings

Exhibitor shall exhibit the Picture without alteration or intermission, on the Screen Auditorium identified in the Booking Confirmation on consecutive days on each performance of every day stated herein from the actual hour of the opening of the theatre to the actual hour of the theatre closing.

3. Admission Tickets

Admission to the Theatre shall be by means of serially numbered tickets showing the price paid by patron for admission and all taxes. Tickets shall also bear the name of each theatre, auditorium number and Exhibitor patron classification (e.g. Adult, Child, Matinee, Military, Senior, Student, etc.), screen format (e.g. premium, 3D, etc.) and shall identify whether the admission is a pass or discount admission. Exhibitor shall issue separate sequences of serially numbered tickets for each patron classification, screen format and price category.

4. Gross Receipts

"Gross Receipts" shall mean all monies received by Exhibitor, exclusive only of admission taxes collected and remitted to the appropriate taxing authority, as required by law, regardless of when or

how received, for any Admission(s) to the Theatre for the exhibition of a Picture. The full price charged for any Admission, which includes concession vouchers, 3D glasses, premium seating or other service or amenity and other discounts of any kind shall be included in Gross Receipts. Gross Receipts shall also include (i) all monies paid to Exhibitor for promotions or services incident to or related to admission, and (ii) proceeds from the sale of any student card, discount card, membership card, or any other card enabling patrons to gain admission at less than the posted box office admission price, regardless of when paid and whether on or off theatre premises. Exhibitor shall not deduct extra show costs from Gross Receipts, and Exhibitor shall bear all such costs, unless Distributor in writing agrees otherwise.

5. Film Rental Payments and Box Office Reports

Payment of Film Rental shall be made immediately after the completion of each week of the exhibition of the Picture, together with a correct, itemized statement of attendance and Gross Receipts of the theatre for each exhibition date and containing all information required hereunder (hereinafter "Box Office Reports"). Box Office Reports should be submitted to Distributor in electronic format. Box Office Reports shall certify separately for each admission classification on each exhibition date, for each auditorium; the total number of admissions in each classification; the net price of admission thereof (exclusive only of admission taxes); the Gross Receipts therefrom; all admission taxes payable by the patron; the opening and closing serial number of each sequence of tickets issued; the information as to passes and/or discount admissions. Acceptance by Distributor of a payment of film rental or receipt by Distributor of a Box Office Report shall not constitute a waiver of any of Distributor's rights or remedies afforded herein or available by law.

6. Monies Held In Trust

All monies due to Distributor shall be held in trust, whether or not Exhibitor has physically segregated the monies, and shall be the property of Distributor out of the first monies collected from Admissions. Exhibitor agrees to be liable for and to indemnify Distributor against any loss of monies accruing to Distributor under the MLA, and shall reimburse Distributor all reasonable attorney's fees and expenses in the recovery thereof.

7. Piracy and Print Security

Legal title to the Picture and the Digital Copy or Print shall at all times be vested in Distributor. Exhibitor shall employ adequate security measures to prevent the pirating, theft, copying, duplication or unauthorized exhibition of the Digital Copy or Print.

Exhibitor shall be liable for damage to Distributor caused by duplication, piracy, conversion or theft as a result of Exhibitor's negligent or intentional act or omission. Distributor shall deliver the Print to the depot or carrier serving Exhibitor. If the Print is not technically suitable for exhibition, Exhibitor must immediately notify Distributor. Immediately after the end of the Engagement or after termination of this MLA, Exhibitor shall return the Print to the depot or carrier serving Exhibitor. If the Digital Copy or Print is lost, stolen or damaged in whole or in part, Exhibitor shall pay Distributor the replacement cost.

8. Advertising

Exhibitor shall not advertise the Picture except in compliance with Distributor's advertising requirements concerning the Picture. Exhibitor shall not advertise the Picture until after the Picture completes any prior runs at theatres in substantial competition with the Theatre, except as a "coming attraction" by means of trailers exhibited or posters located at the Theatre.

9. Screen Advertising

Unless prior written authorization is granted by Distributor, Exhibitor shall not exhibit any commercial screen advertising on any screen upon which a copy is exhibited during the engagement other than theatrical trailers, charitable and/or other public service announcements, and commercial screen advertising that occurs prior to the Picture's scheduled showtime.

10. Trailers and Advertising Materials

Exhibitor shall exhibit each trailer and advertising material provided by Distributor in its entirety and shall not copy, duplicate, or part with possession of any trailer or advertising material. Exhibitor shall not cut or alter any trailer or advertising material, excepting to make necessary repairs thereto. Upon the conclusion of the Run for a Picture, all trailer and advertising materials provided to Exhibitor by Distributor in connection with that Picture should be promptly returned to the locations as specified by Distributor.

11. Enforcement of "MPAA" Ratings

Exhibitor shall take reasonable steps to ensure that tickets are sold in compliance with the ratings standards established by the Motion Picture Association of America (MPAA) and the Classification and Ratings Administration (CARA).

12. Discounts and Promotions

All persons admitted to a Picture whether admitted free, by pass, discount card or coupon, promotion, or otherwise, with or without a service charge, shall be

separately accounted for in the Box Office Reports, and all such persons in excess of two percent (2%) of all persons admitted on each exhibition date shall be deemed to have been admitted at the highest full adult admission price during the engagement week for the purpose of determining Gross Receipts. Where a patron paid for an admission ticket and for technical reasons is unable to view the Picture and is issued a readmission pass, such pass shall not be taken into account when calculating the two percent (2%) allowance.

13. Taxes

Exhibitor shall pay all taxes, however denominated or designated, now or hereafter imposed which are based either on the rental, delivery, exhibition, possession, or use by Exhibitor of the Print, or on the grant or exercise of any rights herein, or on amounts payable hereunder. If the exact amount of any tax is not definitely fixed or cannot be exactly determined, Distributor may estimate the amount of such tax and Exhibitor shall pay such estimated amount to Distributor, or the proper taxing body, as directed by Distributor or as required by law.

14. Default

Exhibitor shall be in default hereunder if it; fails to submit accurate box office reports; fails to perform any of its obligations hereunder; exhibits the Picture at any place other than on the Screen, or in any other unauthorized manner; loses or relinquishes control of the Theatre; removes the Print from the Theatre; or copies all or any part of the Print by any means.

If Exhibitor is in default, Distributor may, at its option, immediately terminate the MLA and Booking Confirmation and may exercise any other rights and remedies available to it. Distributor's waiver of its rights in the event of a default shall not constitute a waiver of its rights with respect to any other default by Exhibitor. Distributor's election of any specific remedy in the event of default shall not constitute a waiver of its right to seek any other remedies afforded herein or available by law. Upon termination or expiration of this MLA, Distributor shall immediately be entitled to possession of the print or hard drive and to enjoin Exhibitor from further exhibition of the Picture. Exhibitor consents to the issuance of a Writ of Replevin to enter the premises where the Print or Hard Drive is kept and take possession without liability by reason of the entry or taking possession. Distributor shall be entitled to recover all collection fees and other costs occasioned by any default of Exhibitor hereunder. In any action to enforce the terms of this MLA, the Distributor shall be entitled to recover its attorney's fees and court costs.

15. Advances and Guarantees

To the extent permitted under applicable law, Distributor may require, in connection with a

particular Picture, the payment of an advance or guarantee. The amount of such advance or guarantee and the time period for such payment shall be specified in the Booking Confirmation for the particular Picture. If the advance or guarantee is not so paid, Distributor reserves the right, in addition to and without prejudice to any other right it may have at law or in equity, to revoke the License.

16. Checking and Access to Premises

Distributor and/or its duly authorized representative shall have the right, during normal business hours, upon reasonable notice, to check theatre attendance, the supply of tickets, redemption procedures for coupons, tokens, or tickets issued by third parties that did not qualify as admission tickets hereunder, all box office receipts, all auditorium and all other theatre facilities, all projection and sound equipment, Distributor trailer exhibitions, or other material played or displayed in conjunction with the exhibition of the Picture, placement of any and all Distributor publicity materials, whether any print or disk used for an engagement that has ended remains anywhere on the premises, and whether any digital copy has been destroyed as may have been required by any agreement. Exhibitor will not cause or permit any interference with Distributor or Distributor's duly authorized representative in conjunction with the aforementioned checking duties.

17. Retention and Audit of Books and Records

Exhibitor shall preserve and make available for examination by Distributor, Sargoy Stein Rosen and Shapiro, or its authorized representative, complete and accurate books and records regarding operation of Exhibitor's business so that Distributor may verify the accuracy of Exhibitor's Box Office Reports, including but not limited to (to the extent consistent with Exhibitor's ordinary practices) ticket stubs and admissions records. Exhibitor shall provide all electronically stored information in the form it is ordinarily maintained on Exhibitor's electronic information system. Digital performance logs in Exhibitor's possession or in the possession of a third party under Exhibitor's direction or control shall be preserved and made available upon Distributor's request. Exhibitor shall preserve and Distributor shall have the right to audit such books, records, data and logs for at least four (4) years following the conclusion of any engagement license by Distributor.

18. Per Capita Royalty Provision

Exhibitor has the unfettered right to charge any admission price it desires for any and all admissions. Nothing contained herein is intended to in any way affect Exhibitor's rights or construed as a requirement that Exhibitor charge any particular admission price. Each Picture licensed for exhibition will be subject to a per capita royalty provision. For each ticket sold, the per capita royalty provision will be 50% (fifty percent) of the then current average movie ticket price for theaters within the designated

market area (DMA). For each ticket sold, Exhibitor will remit to Distributor film rental payment pursuant to the terms contained within the Booking Confirmation or the per capita royalty provision, whichever is greater.

19. Confidential Credit Application

Exhibitor agrees, in a timely manner, to provide a Confidential Credit Application and correct any information it has previously submitted to Distributor. In addition, Exhibitor will promptly notify Distributor if it has renumbered its screens, added or deleted seats and all other pertinent information.

20. Box Office Reporting

Exhibitor will report gross receipts daily to the Rentrak reporting service or other similar reporting company.

21. Interest

Exhibitor agrees to pay all applicable sums owed hereunder or pursuant to any License within thirty (30) days of the due date thereof. If Exhibitor fails to do so, Exhibitor shall pay interest on all such sums owing Distributor. The interest shall be calculated from the thirtieth (30th) day after the due date, and shall be at the rate of one-and-one-half percent (1-1/2%) per month or such lower maximum rate as is specified by controlling law.

22. Collection Costs and Counsel Fees

Exhibitor shall reimburse Distributor for all reasonable attorneys' fees and other expenses, including collection agency charges, incurred by Distributor in enforcing its rights under this MLA. Exhibitor shall reimburse Distributor its audit costs where the audit establishes underreporting for the period audited.

23. Bankruptcy

If Exhibitor becomes insolvent or is adjudicated a bankrupt or makes an assignment for the benefit of creditors, or is a party to a reorganization of composition proceeding under the bankruptcy laws, or a receiver is appointed for any of the Exhibitor's property, or if the Exhibitor voluntarily or by operation of law should lose control of the theatre herein referred to, then on the happening of any one of the aforementioned events Exhibitor shall be in default of this MLA and its applicable Confirmations, and Distributor shall have all rights and remedies available under law and/or this MLA.

24. Supplemental Sales

Exhibitor shall not sell or permit any sale or distribution of materials or merchandise pertaining to or in connection with the Picture(s), or the actors, companies or products associated with the Picture(s) unless approved in writing by Distributor.

25. Liquidated Damages

The Parties agree that in the event of a default damages would be impractical to determine. If Exhibitor fails to exhibit any Picture for the full Play Date, then for each unplayed period (i.e., week(s), day(s) and showtime(s)) Exhibitor shall pay liquidated damages in an amount equal to the License Fee payable for the Picture for the corresponding period played during the previous week, reduced by 15%. If the Picture did not play during the corresponding period of the preceding week, Exhibitor shall pay liquidated damages based upon the averaged performances of the Picture during the previous week of the Play Date, reduced by 15%. Liquidated Damages shall continue to be reduced by 15% for each successive week Exhibitor fails to exhibit a motion picture. If Exhibitor fails to exhibit a motion picture at all, Exhibitor shall pay liquidated damages in an amount equal the percentage terms stated in the Booking Confirmation applied to the greater of the Gross Receipts of the motion picture actually played instead of the Picture or the average weekly Gross Receipts for the Screen Auditorium for the twelve (12) months preceding the Play Date. In no event, however, shall the liquidated damages plus any License Fee payable for actual playtime of the Picture total less than the minimum guarantee or flat fee, if any.

26. No Injunction

Exhibitor agrees that its sole and exclusive remedies shall be limited to seeking damages in an action at law. Exhibitor hereby irrevocably waives any right to seek and/or obtain rescission, equitable and/or injunctive relief related to Distributor's production, distribution, license and/or exploitation of any Picture and Exhibitor shall not seek or be entitled to an injunction to enjoin Distributor's distribution of any Picture or any purported breach of the MLA.

27. Indemnification by Exhibitor

Exhibitor agrees to indemnify and hold Distributor and its affiliates harmless from any claims, suits or proceedings by third parties resulting in losses or damages (including reasonable attorney's fees

incurred by counsel of Distributor's choice) arising from Exhibitor's breach of its representation and warranties, injury to person or property, or other breach of the MLA.

28. Indemnification by Distributor

Distributor represents and warrants that any and all Pictures do not libel, invade the privacy of, or misappropriate the creative rights of any person, and Distributor agrees to indemnify and hold Exhibitor harmless from any claims, suits or proceedings by third parties resulting in losses or damages arising from such representation and warranty provided Distributor shall appoint counsel and have sole control of the defense, settlement or other disposition of any such indemnified matter.

29. Prevention of Performance

Neither Distributor or Exhibitor shall be liable for any default hereunder (other than the payment of money) by reason of any cause beyond its direct control, including but not limited to, failure of delivery of a Digital Hard Drive by a common carrier and delay in production of the Picture or delivery of Digital Hard Drives due to, strikes, lockouts, labor disputes, acts of God, acts of nature, acts of governments or their agencies, fire, explosion, earthquake, flood, storm, power shortages or power failure, war, or conditions arising out of or attributable to war, whether declared or undeclared, riot, civil strife, insurrection or rebellion, acts of terrorism, sabotage, inability to obtain sufficient labor, raw materials, fuel or utilities or inability to obtain transportation, or any other cause whether similar or dissimilar to the foregoing, except for lack of finances. If any such cause makes exhibition of the Picture impracticable before or after exhibition has commenced, either party hereto, as applicable, may terminate the applicable License without liability.

30. Assignment

The MLA, including any portion thereof, shall not be assignable by Exhibitor or by operation of law. No assignment shall be binding against Distributor unless authorized in writing by Distributor.

31. Complete Agreement

This MLA constitutes the complete understanding of the parties with and supersedes all prior and contemporaneous written or oral agreements. No change to any portion of the MLA shall be effective unless in writing and signed by the party to be charged. No understandings, purported customs, previous conduct or waivers shall affect the written provisions of the MLA or constitute an ongoing waiver. In the event any portion of the MLA is held invalid or unenforceable, the remaining terms and conditions shall remain in full force and effect as though the invalid or unenforceable portion were not included.

32. WAIVER OF JURY TRIAL

THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN OR WITH RESPECT TO ANY ACTION AND FOR ANY COUNTERCLAIM THEREIN.

33. CONSENT TO JURISDICTION AND FORUM SELECTION

THE PARTIES HERETO AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MLA SHALL BE TRIED AND LITIGATED IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA. EACH PARTY HEREBY AUTHORIZES AND ACCEPTS SERVICE OF PROCESS SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION AGAINST IT AS CONTEMPLATED BY THIS PARAGRAPH BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID OR OVERNIGHT COURIER. ANY FINAL JUDGMENT RENDERED AGAINST A PARTY IN ANY ACTION OR PROCEEDING SHALL BE CONCLUSIVE AS TO THE SUBJECT OF SUCH FINAL JUDGMENT AND MAY BE ENFORCED IN OTHER JURISDICTIONS IN ANY MANNER PROVIDED BY LAW.