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**JUDGMENT OF THE SUPREME
COURT OF CALIFORNIA
(DECEMBER 9, 2016)**

**SUPERIOR COURT OF THE STATE OF
CALIFORNIA COUNTY OF LOS ANGELES**

MARON PICTURES, LLC,

Plaintiff,

v.

**SAM EIGEN, AN INDIVIDUAL, MAINSAIL
ENTERTAINMENT, INC., SHORELINE
ENTERTAINMENT, INC., AND DOES 1-20,**

Defendants.

Case No. SC120432

Dept. WE-I

**Before: Hon. Chester HORN JR.,
Superior Court Judge.**

This action came before the Court on December 9, 2016, for ruling on Defendants' Motion for Summary Judgment or in the Alternative, Summary Adjudication ("the Defendants' Motion"). Defendants Mainsail, LLC (erroneously sued herein as Mainsail Entertainment, Inc.), Shoreline Entertainment, Inc., and Sam Eigen appeared through their counsel Richard L. Charnley of Charnley Rian LLP. Plaintiff was not represented by counsel.

Having GRANTED the Defendants' Motion as to all claims and finding that Defendants are entitled to judgment as a matter of law on all claims in Plaintiff's complaint, NOW THEREFORE IT IS ORDERED, ADJUDGED AND DECREED:

That Plaintiff shall take nothing by way of its complaint, that JUDGMENT is granted in favor of Mainsail, LLC, Shoreline Entertainment, Inc., Sam Eigen, and each of them, on all of Plaintiff's claims, that and Defendants, if appropriate, shall have and recover their attorney fees and costs of suit against Plaintiff, in support of which Defendants shall file a Memorandum of Costs and appropriate post-trial motions.

December 9, 2016

Hon. Chester Horn, Jr.
Judge Superior Court

**SALES AGENCY AGREEMENT
(APRIL 20, 2009)**

DEAL TERMS

This Agreement is made as of April 20, 2009
regarding: STRENGTH AND HONOUR
BETWEEN:

MARON PICTURES, LLC 6404
Wilshire Boulevard, Suite 160
Los Angeles, CA 90048, USA
PH 310 892 8133 FAX 323 655 1218
info@maronpictures.com

AND:

MAINSAIL, LLC
5836 South Pecos Road
Las Vegas, NV 89120, USA
c/o Shoreline Entertainment, Inc.
1875 Century Park East, Suite 600
Los Angeles, CA 90067, USA
PH + 1 310 551 2060 FAX + 1 310 201 0729
mainsail@shorelineentertainment.com
(hereinafter: "Sales Agent")

WHEREAS the Licensor wishes to engage the services
of Sales Agent;

AND WHEREAS Sales Agent has agreed to represent
Licensor upon the terms and conditions hereinafter
set forth;

AND WHEREAS this Agreement has the following
parts: Deal Terms; Standard Terms; Schedule of Deliv-
ery Items Required (hereinafter: "Delivery Schedule");

Laboratory Access Letter: Prior Marketing Disclosures and Short Form Agreement. All parts of this Agreement will be interpreted together to form one contract (hereinafter: "Agreement").

A. TITLE: STRENGTH AND HONOUR
(hereinafter: "the Show")

Year of Production: 2007

Directed By: MARK MAHON

Starring:

MICHAEL MADSEN,
VINNIE JONES,
PATRICK BERGIN,
RICHARD CHAMBERLAIN

Running Time: 90 MIN

Original Stock: 35MM

Original Aspect Ratio: 2.35/1

Sound Mix: DOLBY DIGITAL

Actual Cash Budget in US Dollars: \$9,500,000

B. TERRITORY

The territory in which Sales Agent may exercise its rights hereunder is the entire world, excluding the North America and Ireland (the "Territory").

C. TERM

The term ("Term") of this Agreement shall commence on the execution date of this Agreement and continue for fifteen (15) years from the date of Delivery, as delineated in the Standard Terms section of this Agree-

ment. Term shall also include any extensions or renewals of this Agreement.

D. SALES EXPENSES AND ADMINISTRATION FEES

Sales Agent shall receive a Flat fee of forty thousand dollars (\$40,000) in sales expenses and administration fees directly from the first Gross Proceeds.

E. COMMISSION

Sales Agent shall receive fifteen percent (15%) of revenues generated by Licensor or by Sales Agent on behalf of Licensor in connection with the Show. Commission shall be deemed earned by Sales Agent upon sale of license.

F. DELIVERY

Licensor shall manufacture and deliver to Sales Agent the film and video elements and ancillary items as defined in the Delivery Schedule attached hereto, within two (2) weeks from the date of this Agreement.

NOW THEREFORE WITNESSETH that in consideration of the covenants and conditions contained in the Agreement and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties have executed the Agreement as of the date written above to constitute a binding contract between them.

MAINSAIL, LLC

/s/ Sam Eigen

Res.App.6a

Director of Distribution
DATE: 4-20-09

MARON PICTURES, LLC
By: /s/
DATE: 27 Apr 09

PARTIES CONSENT TO HAVE FAXED
OR SCANNED/SIGNATURES BINDING
AS IF ORIGINAL

SALES AGENCY-STANDARD TERMS

1. Grant of Rights

- 1.1. Scope: Lessor grants to Sales Agent throughout the Territory the sole and exclusive right, license and privilege to license to distribute, as agent for and on behalf of the Lessor, the Show identified in item A of the Deal Terms section of this Agreement. This Grant of Rights shall also include the right to license the Show in all media, now known or hereinafter devised, including, but not limited to, theatrical, home video (including videocassette and videodisc), television (including free, satellite, cable, pay, pay-per-view and video on demand), cruise ships, airliners, the Internet and wide area computer networks such as the World Wide Web, in all languages and versions of the Show (the "License").
 - 1.1.1. Sales Agent may grant, as part of a distribution deal, a traditional right of first negotiation and first refusal for the first sequel, prequel or remake on theatrical offers.
- 1.2. Rights Free and Clear: The above-stated rights are granted by Lessor to Sales Agent without qualification and free and clear from any and all restrictions, claims, encumbrances or defects of any nature and Lessor agrees that it will not commit or omit to perform any act by which any of these rights, licenses, privileges and interests could or will be encumbered, diminished or impaired, and that the Lessor will pay or discharge, and will hold Sales Agent and its sub-licensees harmless from, any and all claims

that additional payments are due anyone by reason of the distribution, exhibition, telecasting, or re-running of the Show or the receipt of its proceeds. Lessor further agrees that during the distribution term (or extension or renewal term) with respect to each country or place, Lessor shall neither exercise itself nor grant to any third party the rights granted to Sales Agent pursuant to the terms hereof.

2. **Term**

The initial Term of this Agreement is defined in Paragraph C of the Deal Terms section of this Agreement.

- 2.1. **Extension:** If Sales Agent procures Gross Revenues equaling One-Hundred-Forty Percent (140%) of the Show's actual cash budget, within the term of this Agreement, including any extension or renewal, this Agreement shall be extended in perpetuity.
- 2.2. **Automatic Renewal:** This Agreement shall automatically renew at the end of each term for an additional period of five years, unless the Agreement has been terminated pursuant to Section 2.3 of this Agreement.
- 2.3. **Termination by Lessor:** Lessor may terminate this Agreement, to take effect at the end of the current term, by providing notice of termination to Sales Agent no less than six (6) months prior to the expiration date of the current term.
- 2.4. **Termination by Sales Agent:** Sales Agent may terminate this Agreement at any time by providing

notice of termination to Lessor three months prior to the termination date.

2.5. **Retention of Rights**: If the Term is ended for any reason, Sales Agent shall retain the right to complete deals already in place at the time when the term is ended (Existing Deals). A deal will be considered an Existing Deal if a deal memo, or some other form of formal agreement, between the parties pre-dates the end of the term. Completing deals may include, but is not limited to: delivery of materials, collecting payments and receiving sales commission. Sales Agent shall be entitled to receive, on a continuing basis, any sales commission generated from any Existing Deals. Additionally, Sales Agent may recoup any outstanding fees, expenses or other monies due Sales Agent from revenues generated by those Existing Deals.

3. Production Elements

3.1. **Trailers**: Sales Agent shall have final approval on the trailers used for the sales of the Show.

4. Film Festivals

Lessor is responsible for entry into, coordination of, and costs of participation in film festivals. However, Lessor must consult with Sales Agent on all film festival strategies. Sales Agent has approval authority for which film festivals will be entered and which film festival invitations will be accepted. Sales Agent shall have access and control over passes provided by film festivals to Lessor. Sales Agent will use its best efforts to assure that tickets are provided to lead producer, writer and director for the Show's premier. Sales agent will also attempt to provide tickets for the cast and crew

as available. However, priority for tickets will be given to distributors and others associated with sales and promotion. Sales Agent may provide additional festival coordination services, but is under no obligation to do so.

5. Credits

- 5.1. **Special Thanks Credit**: In the territory, Licensor shall accord credit to Sales Agent in the end titles on screen as follows: "Special thanks to [to be designated by Sales Agent]". Up to three (3) individuals or entities shall be listed in the Special Thanks Credit. Such credits shall be if possible and at no expense to Licensor.

6. Changes

Sales Agent and its assigns shall have the right to dub or subtitle the Show and to add foreign language titles. Sales Agent and its assigns shall also have the right to cut or edit the Show for purposes of satisfying legal, broadcast or other distribution requirements. No other cuts or rearrangements shall be made without prior written approval by the Licensor. Such approvals shall not be unreasonably withheld. Any changed version of the Show shall be incorporated in the definition of the "Show" hereunder and thereby subject to the terms of this agreement.

7. Licensor Warranties

Licensor hereby warrants and represents that:

- 7.1. Licensor has the full, complete, and unrestricted right and power to enter into this Agreement and grant, sell, assign, transfer, and convey to the Sales Agent, all the rights and licenses herein contained.

Licensor also warrants that there are not now and will not be outstanding during the term of this Agreement, any claims, liens, encumbrances, or rights of any nature in or to the Show or any part thereof of the material upon which the same is based, which can or will impair or interfere with the rights or licenses herein granted to the Sales Agent;

- 7.2. Licensor owns and controls the exclusive right to distribute, exhibit, and otherwise exploit the Show and all motion picture rights therein, in the Territory licensed to the Sales Agent hereunder for any term herein provided, in any manner or form whatsoever throughout the licensed Territory in accordance with the terms of this Agreement;
- 7.3. Licensor owns and controls the exclusive worldwide right to distribute and otherwise exploit and hereby transfers such right to Sales Agent for the term of this Agreement, the Key Art and Stills provided per the Delivery Schedule of this Agreement;
- 7.4. Licensor has secured all necessary rights, clearances, approvals, and consents from all persons and entities whose financing, materials, contributions, services, or performances are or may be used in or in connection with the Show (including, but not limited to, actors, producers, third party participants, and music licensors) and any others having jurisdiction or control over the Show, its production, or its exploitation (including, but not limited to, unions and guilds);
- 7.5. Licensor has paid, will timely pay, or will otherwise materially comply with all agreements with

persons and entities having any financial rights or other material interests concerning the Show;

- 7.6. The Show does not contain any material that will infringe or violate the rights of any person or entity, whether contractual, statutory, common law, or otherwise;
- 7.7. The Show nor any part thereof (including the sound synchronized therewith), or the exercise by any authorized party of any rights granted to the Sales Agent hereunder, will violate or infringe upon the trademark, trade-name, copyright, patent, literary, artistic, dramatic, personal, private, civil or property right or the right to privacy or any other rights of any person, firm or corporation. Licensor has or will have good and valid music synchronization licenses for the Territory aforesaid from the owner and copyright proprietor of the musical compositions contained in the Show;
- 7.8. Licensor warrants and agrees that performing rights to all musical compositions contained in the Show are: (i) controlled by the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc., (BMI) or similar organizations in other countries such as the Japanese Society of Rights of Authors and Composers (JASEAC), the Performing Right Society Ltd. (PRS), the Society of European Stage Authors and Composers (SESAC), the Societe des Auteurs Compositeurs Et Editeurs de Musique (SACEM), Gesellscraft fur Misikalische Auffuhrungs und Mechanische Vervielfaltigungsrechte (GEMA) or their affiliates, or (ii) in the public domain in the Territory, or (iii) controlled by Licensor to the ex-

tent required for the purposes of this Agreement and Licensor similarly controls or has licenses for any necessary synchronization and recording rights.

- 7.9. Licensor has not sold, assigned, transferred, or conveyed and will not sell, assign transfer, or convey to any party, the Show or any part thereof, or the dramatic or literary rights granted to the Sales Agent. Licensor has not and will not itself, nor has it, nor will it, authorize any other party during the term hereof, to exercise any right to take action which would tend to derogate from or compete with the rights herein granted, or agreed to be granted to Sales Agent. If Licensor becomes aware of any violation of these rights it shall take any reasonable action to protect those rights. If, as a result of its action or that of Sales Agent hereon, Licensor receives compensation for the violation of the rights said compensation shall be construed as Gross Receipts hereunder.
- 7.10. The delivery materials will be technically acceptable and conform to the generally accepted standards for theatrical release in first-class motion picture theaters. Additionally, all delivery elements shall meet first class quality international broadcast standards, and all elements necessary to complete delivery are existent.
- 7.11. Licensor acknowledges the highly speculative nature of this industry and recognizes that no assurance can be made, or has been made, by the Sales Agent as to the marketability of the Show in general or in specific territories. Furthermore, Licensor acknowledges that any pricing, quotes or otherwise, generated by Sales Agent are not

estimates as to the projected receipts to be realized pursuant to Sales Agent's activities hereunder. Additionally, Lessor acknowledges that Sales Agent has not provided an estimation of Proceeds and under no circumstances will Lessor convey to any investors or other third parties anything to the contrary.

- 7.12. Lessor agrees to provide Sales Agent a list of all entities and persons approached by Lessor or that approached Lessor regarding the rights to the Show. Lessor warrants that no other sales agent, distributor, or representative has been approached by Lessor regarding the Show. Lessor attaches same as "Schedule of Prior Marketing Disclosures" to this Agreement.
- 7.13. Lessor acknowledges and agrees that neither Sales Agent, nor its associates, affiliates or employees, makes or has made any express or implied representation, warranty, guaranty or agreement as to the Gross Proceeds to be derived from the Show or the distribution, exhibition or exploitation thereof, written or oral. Additionally, Lessor acknowledges and agrees that Sales Agent does not and did not guarantee the performance by any licensee or exhibitor of any contract for the distribution, exhibition or exploitation of the Show, nor does Sales Agent make any representation, warranty, guaranty or agreement as to any minimum amount of monies to be expended for the distribution, advertising, publicizing and exploitation of the Show. Lessor recognizes and acknowledges that the amount of Gross Proceeds which may be realized from the distribution, exhibition and exploitation of the Show is speculative,

and agrees that the reasonable business judgment exercised in good faith of Sales Agent and its licensees regarding any matter affecting the distribution, exhibition and exploitation of the Show shall be binding and conclusive upon Licensor.

7.14. Licensor agrees to execute additional documents to this Agreement at the request of Sales Agent to assist Sales Agent or Distributor in fulfilling its obligations hereunder (such as copyright mortgages, laboratory access letters and any such other similar, customary document) or to evidence, effectuate or protect any of the rights or interests granted under this Agreement. Any said documents will not expand the scope of Licensor's obligations under this Agreement without the express consent of Licensor. If Licensor fails to deliver such documents within ten (10) days after Sales Agent's request thereof, Licensor appoints Sales Agent to execute such documents as Licensor's attorney-in-fact, which appointment is coupled with an interest and is irrevocable.

8. Sales Agent's Duty

Upon complete Delivery, Sales Agent will use commercially reasonable efforts to license the Show throughout the Territory. Subject to the provisions of this Agreement, Sales Agent shall have full and complete charge and control of the manner in which, and the terms upon which, the Show shall be marketed and sold. Sales Agent will execute licenses on behalf of Licensor as "Agent of Licensor". Sales Agent shall not be liable for any breach of contract or lack of good faith on the part of Sales Agent's licensees or assigns.

9. Sales Agent Representations and Warranties

- 9.1. Sales Agent has the authority to enter into this Agreement and there are and, to the best of Sales Agent's knowledge and belief, will be no claims, action, suits, arbitrations or other proceedings or investigations pending or threatened against or affecting the Sales Agent's ability to fulfill its obligations under this Agreement, at law or in equity or before any federal, state, county, municipal, or other governmental institution or authority, domestic or foreign.
- 9.2. Sales Agent warrants that it will procure, except as outlined below in this paragraph, all payments from licensees by check, wire transfer, letter of credit, cash, or money order payable in the name of Sales Agent. Sales Agent further warrants that Sales Agent will not accept any other consideration, whether discounts on Sales Agent's other films, favors of any kind, or any other form of consideration from any other licensee in return for licensing the Show, unless such consideration is approved by Licensor.

10. Revenue Allocation

Gross Proceeds shall be defined as revenue received from all sales generated in exchange for rights licensed hereunder in the Show. However, Gross Proceeds shall not include any advances or deposits until the same are Earned and received. For the purposes of this agreement Earned shall mean delivery has been accepted by the licensee from whom the payment was received. Gross Proceeds shall be applied on a continuing basis as follows:

- 10.1. First, Sales Agent shall retain a sales commission, as detailed in the Commission section of the Deal Terms part of this Agreement, from all sales generated without reduction for amounts deducted as foreign remittance taxes, bank charges, transfer charges, conversion costs and the like.
- 10.2. Then, Sales Agent shall retain the Sales Expenses, Administration Fees, Additional Expenses and costs or fees, if any, as called for anywhere in this Agreement including the Deal Terms, the Standard Terms and the Delivery Schedule.
- 10.3. Upon complete Delivery, any remaining Gross Proceeds shall be paid to Licensor.

11. Additional Expenses

- 11.1. Sales Agent shall be entitled to receive a flat amount identified in the Sales Expenses and Administration Fees section of the Deal Terms part of this Agreement. In addition under extraordinary circumstances, when both Sales Agent and Licensor find it advisable, Sales Agent shall be entitled to receive additional reimbursements from the Gross Proceeds for any and all costs and expenses incurred by Sales Agent and approved as an additional expense by Licensor.

- 11.2. Intentionally Deleted.

- 11.3. Except as otherwise provided in this Agreement, Sales Agent shall recoup no other expenses without Licensor's approval.

12. Accounting

- 12.1. Sales Agent shall keep accurate and complete books and records regarding all transactions

relating to the Show (and showing all Gross Proceeds and other relevant details thereto) in accordance with generally accepted accounting practices, together with contracts and documentation supporting the same.

- 12.2. Sales Agent shall remit statements of Gross Proceeds and all deductions therefrom twice a year, no more than forty-five (45) business days after the periods ending June 30th and December 31st. In the event there have been no Gross Proceeds since the previous statement, Sales Agent shall remit the next statement no later than on or about the anniversary date of the previous statement. Statements shall be provided to Lessor from the time Delivery is complete and for as long as this Agreement is in effect. Statements shall reflect Gross Proceeds through the end of the reporting period.
- 12.3. In the event delivery materials are included in a distribution deal, the then current standard material price, the price offered to Distributors by Sales Agent as reflected in Sales Agent's material order form, will be deducted from the Gross Proceeds. Sales Agent's records, including deal memos, distribution agreements and distributor invoices, will reflect the terms of the deal.
- 12.4. In the event Sales Agent, in its own sole judgment, but upon Lessor approval, finds it advisable to utilize the assistance of outside counsel for review of a license contract under negotiation, then the cost thereof will be recouped from the Gross Proceeds. Nothing contained herein shall be construed as a requirement of Sales Agent to engage third party assistance.

- 12.5. In the event Sales Agent, in its own sole judgment, finds it advisable to pursue collections on behalf of the Licensor, by utilizing assistance of a third party including but not limited to IFTA arbitration services, then Sales Agent shall recoup those Additional Expenses from Gross Proceeds. Nothing contained herein shall be construed as a requirement on Sales Agent to engage third party assistance in pursuing collections. Sales Agent shall utilize its sole judgment to determine the extent to which collection activities shall be pursued. However, with regards to collections on amounts past due more than 180 days, from sales deals in which materials have been delivered and as a result the Show has been distributed, Licensor may, itself, pursue collections activities, Including engaging third party assistance, if Sales Agent has chosen not to do so. In such cases, Licensor must keep Sales Agent apprised of all collection activities as they occur.
- 12.6. In the event Licensor objects to any accounting rendered by Sales Agent or its assignees, licensees or successors, Licensor must object in writing, specifically stating the basis of its objection within twelve (12) months following submission of the statement(s) in question. If Licensor fails to object in writing, Licensor consents to said accountings and statements rendered as correct and accurate, binding on Licensor and constituting an account stated, not subject to objection by Licensor.
- 12.7. Licensor will have the right to audit Sales Agent's books by a certified public accountant that has audit experience. The cost of such audit is at Licensor's sole expense and no more than one

such audit shall be made in any 12 month period. Further, Licensor must provide at least four (4) weeks written notice prior to any such audit. All audits must be performed during normal business hours and shall last not more than five (5) consecutive business days once begun and shall not interfere with Sales Agent's normal operation. Within thirty (30) days of the completion of the audit, Licensor will furnish Sales Agent with a copy of said audit. In the event that the audit discloses that Licensor has been underpaid ten thousand dollars (\$10,000) or more, Sales Agent shall reimburse Licensor for reasonable audit expenses.

13. Guild-Union-Performing Rights Society-Participation Payment

Any payments required to be made to any performing rights society, guilds, or to any body or group representing authors, composers, musicians, artists, any other participants in the production of the Show, publishers or other persons having legal or contractual rights of any kind to participate in the receipts of the Show and any taxes thereon or on the payment thereof will be made by Licensor or by the exhibitors and are not the responsibility of Sales Agent or its assignees, designees or licensees.

14. Insurance

14.1. Licensor agrees to maintain for the Show during the first three (3) years from the Delivery date of any film elements listed in the Delivery Schedule of this Agreement, an errors and omissions insurance policy naming Sales Agent and its

owners, partners, subsidiaries, licensees, successors, distributors, or affiliated companies and each of their officers, directors, shareholders, agents, and employees as an additional insured. Coverage should include, but not be limited to, all EPK and DVD Bonus materials (including interviews, commentaries, out-takes, deleted scenes, “making of”, behind-the-scenes and B-Roll footage. Such endorsement shall also include a statement providing Sales Agent with 60 days prior written notice in the event of a cancellation or material revision of the policy. The policy must provide limits of at least US \$1 million/US \$3 million and a deductible of no greater than ten thousand dollars (\$10,000). Licensor agrees to deliver a copy of said policy to Sales Agent not later than delivery of the Show. In addition, if required as part of a license or distribution deal, Licensor agrees to extend the insurance coverage for the term of the distribution deal. If requested by Sales Agent, Licensor must specifically add the name of distributors, including sub-distributors, as an additionally insured.

14.2. In the event that Licensor fails to deliver said insurance, Sales Agent shall have the right but not the obligation to take out and maintain such policies and to recoup the amounts spent prior to any payments made to Licensor under the Failure to Deliver section of this Agreement.

15. Delivery

15.1. **Masters:** All materials provided by Licensor to Sales Agent must be clones of masters maintained by Licensor. Although Sales Agent will attempt to safeguard masters, it cannot assure that masters

will not be damaged or lost either during transportation or at a lab. Sales Agent's liability for damaged or lost masters will be limited to the cost of re-cloning masters held by Licensor.

15.2. Notice of Delivery: Licensor shall provide Sales Agent with a Notice of Delivery once all the materials, performance and documents required hereunder have been delivered to Sales Agent. Delivery will not be considered complete prior to the receipt by Sales Agent of all materials, performance and documents and Licensor's dated Notice of Delivery.

15.3. Laboratory Access: Licensor agrees to give to Sales Agent full laboratory access to all picture, sound and video elements of the Show by delivery to Sales Agent of a Laboratory Access Letter in the form attached hereto signed by Licensor and the laboratory holding such elements. Licensor also agrees to execute any additional documentation required by the laboratory or Sales Agent to allow Sales Agent access to all picture, sound and video elements of the Show.

15.4. Failure to Deliver: In the event that Licensor fails to deliver each of the items as set forth in the Delivery Schedule of this Agreement either timely (subject to extension for events of *force majeure* not to exceed eight (8) weeks), or is not able to meet the quality control standards of distributors, Sales Agent shall (except to the extent at such failure is in any way attributable to any act or omission of Sales Agent) have the right to:

15.4.1. Furnish such items at Sales Agent's expense, the manner and extent at Sales

Agent's sole discretion; and to recover from Lessor an amount equal to 150% of the cost of furnishing such items, to cover costs plus a markup and service fee, with the right to demand immediate payment of such amount from Lessor and, if Lessor fails to pay, the right to recoup before any payments are made to Lessor through any channel. The additional 150% of the cost of furnishing the Delivery Items shall not be deemed a penalty but is to compensate Sales Agent for the overhead, time, and other costs incurred in furnishing the undelivered Delivery Items;

15.4.2. Demand and receive immediate repayment of: a) all sums previously advanced by Sales Agent to Lessor or others in connection with Sales Agent's representation of the Show, including, but not limited to, selling, material, and delivery costs of the promotional campaign and; b) a flat fee of ten thousand dollars (\$10,000) as consideration for Sales Agent's internal expenses and manpower.

15.4.3. Terminate this Agreement.

Sales Agent's rights under this section are in addition to all rights which Sales Agent may have at law and at equity in the event of Lessor's breach of this Agreement. Sales Agent's election to proceed under this section of this Agreement shall not be deemed an election of remedies.

16. Indemnification

16.1. Each party agrees to hold the other party harmless and indemnify the other party from and against any loss, damage, cost, and expense which such other party may suffer or incur by reason of any breach of any warranty, representation or agreement made by the indemnifying party under this Agreement. In the event that a claim is made, or legal proceedings are instituted against the indemnified party by any third party charging the violation of any rights of such third party, the indemnified party shall within five (5) business days after receiving notice of such claim or institution of legal proceedings notify the indemnifying party in writing of such claim or legal proceeding. In the event of the foregoing, the indemnified party shall have the right to each and all of the following:

- 16.1.1. to tender its defense of such claim or proceeding to the indemnifying party requiring the indemnifying party to provide, at its cost, attorneys to handle the indemnified party's defense in such matter; and
- 16.1.2. to defend against such claim, allowing the indemnifying party to participate in such defense if it so desires; and
- 16.1.3. to require the indemnifying party to indemnify and reimburse the indemnified party for all judgments, payments and other losses, costs and expenses incurred by the indemnified party as a result of such claim or legal proceedings; and

- 16.1.4. in each case provided, however, in no event may the indemnified party settle any claim or incur any expense in connection with any such claim or proceeding without first securing the indemnifying party's written approval; provided, however, that if such approval is unreasonably withheld, the indemnified party shall have the right to be satisfied that the indemnifying party has or shall have sufficient resources to make the indemnified party whole in the event of liability.
- 16.2. Either party may institute such proceedings against any third party as may be necessary for the purposes of protecting the rights of such party under this Agreement or otherwise. The other party will render at all times such assistance in the way of evidence and the production of documents in its possession as may be reasonably necessary to maintain such rights.

17. Sales Agent's Default

- 17.1. If Sales Agent breaches this Agreement and fails to begin to remedy such breach within a period of thirty (30) days after receipt by Sales Agent of written notice from Licensor specifying the alleged breach and Sales Agent fails to cure such breach within sixty (60) days thereafter, Licensor shall have the right to proceed against Sales Agent in accordance with any and all remedies available to Licensor in an action at law.
- 17.2. In the event of a failure or omission of any of Sales Agent's obligations hereunder, Licensor

expressly agrees that Licensor's sole remedy shall be the right, if any, to seek damages in an action at law, and Licensor hereby waives any right or remedy in equity, including any right to terminate this Agreement, to rescind Sales Agent's right, title, and interest in and to the Rights, or to enjoin, restrain or otherwise impair in any manner the distribution, licensing, advertising or any other exploitation of the Property hereunder.

17.3. Licensor shall not be entitled to bring any action, suit or proceeding of any nature against Sales Agent or its licensees, whether at law or in equity or otherwise, based upon or arising from in whole or in part any claim that Sales Agent or its licensees has in any way violated this Agreement, unless the action is brought within one (1) year from the date on which Licensor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to the claim.

18. Termination

18.1. If either party to this Agreement commits a material breach of any of the terms hereof, and the defaulting party fails to cure said breach within thirty (30) days of receipt of written notice from the non-defaulting party specifying the exact nature of the alleged breach, the non-defaulting party shall have the right to terminate this Agreement. However, if the breaching party is Sales Agent and Licensor exercises its right to terminate hereunder, Licensor shall regain all rights to the Show, but shall respect any third party licenses that have already been entered into.

- 18.2. If any petition under any bankruptcy or insolvency laws is filed by or against Sales Agent, or if a person or entity shall be appointed to administer its affairs, or if Sales Agent shall file a petition for reorganization under the bankruptcy laws of the United States of America, or make a general assignment for the benefit of creditors and such legal proceedings in connection with the exercise of creditor's rights shall not be dismissed within a sixty (60) day period, then, in addition to Licensor's other rights and remedies, Licensor shall have the right to terminate this Agreement by written notice either immediately or at any time thereafter during the continuance of such default, and, subject to all applicable laws, retain all monies paid to Licensor to date of such termination.
- 18.3. No waiver by either party of any breach of any provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provision. No failure by either party to exercise any right or privilege herein provided for shall be deemed a waiver of such party's right to exercise a similar or other right or privilege at any subsequent time or times. No termination will affect Sales Agent's rights with respect to agreements entered into prior to such termination.
- 18.4. In the event this Agreement is terminated for any reason, other than breach by Licensor, Sales Agent grants to Licensor a license to use, in connection with future sales of the Show, all marketing materials created by Sales Agent.

19. **Entire Agreement**

- 19.1. This Agreement constitutes the entire agreement between the parties, superseding all prior written or oral agreements of the parties concerning the same subject matter.
- 19.2. All parts of this Agreement, including the Deal Terms, Standard Terms and Delivery Schedule, are integrated and constitute the entire Agreement between the parties. The titles of the paragraphs of this Agreement are for convenience only and shall not in any way affect the interpretation of this Agreement or any paragraph hereof.
- 19.3. This Agreement cannot be changed or terminated orally and no amendments, modifications, or assignments hereof shall be binding upon either party until accepted by a duly authorized agent or officer of the other party. Fax signatures shall be deemed as valid for this Agreement and any amendments made hereto.
- 19.4. Any ambiguity in this Agreement will not be strictly construed against the drafter of the Agreement language, but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the date the Agreement was signed.

20. Notices

Unless specifically noted elsewhere in this Agreement, all notices given pursuant to this Agreement must be delivered by courier to the addresses of the Sales Agent and Lessor as set forth in this Agreement, or to such other address as the party shall designate for itself by notice given in

accordance herewith, and each such notice shall be deemed given upon the date so delivered.

21. Assignment

Licensor shall have the right to assign any proceeds derived from the Show, to any person, firm or corporation. Licensor shall not have the right of assigning any of its obligations without the express written consent of Sales Agent. Sales Agent shall have the right to assign all of its rights to the Show and the proceeds derived therefrom, to any person, firm or corporation.

22. Confidentiality

Licensor shall not disclose to any third party (other than its employees, in their capacity as such) any information with respect to the terms of this Agreement except: (a) to the extent necessary to comply with law or the valid order of a court of competent jurisdiction; (b) as part of its normal reporting or review procedure to its parent or subsidiary company, its partners, its auditors and its attorneys; (c) in order to enforce or defend its rights pursuant to this Agreement in a legal proceeding; or (d) by way of providing the Short Form Agreement, as attached hereto.

23. Governing Law

This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, applicable to agreements executed and to be wholly performed therein. Any controversy or claim arising out of or in relation to this Agreement or the validity, construction or performance of this Agreement, or the breach thereof, shall be resolved

by binding arbitration in accordance with the rules and procedures of IFTA, under the auspices of the IFTA, as said rules may be amended from time to time. Such rules and procedures are incorporated and made a part of this Agreement by reference (except for the rules on awards of costs, legal fees and expenses). If IFTA shall refuse to accept jurisdiction of such dispute, the parties agree to arbitrate such matter before and in accordance with the rules of the American Arbitration Association under its jurisdiction in Los Angeles before a single arbitrator, familiar with entertainment law. The parties shall have the right to engage in pre-hearing discovery in connection with such arbitration proceedings. The parties agree that they will abide by and perform any award rendered in any arbitration proceedings and that any court having jurisdiction thereof may issue a judgment based upon such award. The arbitration shall be final and binding as to the issue or issues arbitrated. The Parties agree to accept service of process in accordance with IFTA rules. The arbitrator shall not have the power to award costs, legal fees or expenses incurred in connection with the arbitration. The parties shall bear their own costs, legal fees, and expenses in connection with any arbitration, and shall share the arbitrators' fees equally. Further, no court shall have the power to award costs, legal fees or expenses in connection with any judicial or arbitral proceedings. The intent of this Agreement is that the parties shall be able to resolve any disputes expeditiously through binding arbitration without risking becoming liable for the other party's costs,

legal fees, and expenses in connection with the arbitration.

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EXHIBIT A-SCHEDULE OF MINIMUMS STRENGTH AND HONOUR

Please note that these are neither estimates, nor an indication of Licensee's expectations for the film in anyway. Below are minimum advances to be paid by a distributor in each territory to allow Sales Agent to make a sale in these territories without seeking prior approval from Licensor. Sales Agent is under no obligation to accept an offer at or above these minimums. Sales Agent may make a sale for a lower advance than the minimum, only after discussion with Licensor and its approval over any such deal. The requirement for Licensor approval of deals below these minimums will expire six months from the date of the Sales Agency Agreement.

Italy	100
France	100
Germany	200
Japan	200
Scandinavia	75
Spain	75
United Kingdom	200
Russia	100

Note: All numbers are in thousands of dollars.

Listed above are the major territories; however we will market to the entire world and expect to see deals in other territories.

SCHEDULE OF DELIVERY ITEMS REQUIRED

LAB ACCESS: Lab access must be provided by Lessor to Sales Agent throughout the active term of this Agreement for both the Feature and Release Trailer in each of the formats listed directly below:

1. Original Negative
2. Original Soundtrack Source
3. 35mm Interpositive
4. 35mm Internegative
5. 35mm Stereo Optical Soundtrack Negative
6. 35mm Final Answer Print from Negative
7. 35mm Check Print from Negative
8. 35mm Textless Sections Interpositive
9. DA88 Reel-By-Reel Fully-Filled M&E (6 channel if available) at 24fps with OPT & DIA guides

FILM ITEMS: All film elements listed below, of both the Feature and Release Trailer, must be provided to Sales Agent by Lessor. These elements are in addition to the prints being kept at the lab and may be used on loan to distributors:

1. 35mm Internegative
- ~~2. 35mm Interpositive~~
3. 35mm Stereo Optical Soundtrack Negative
4. 35mm Textless Sections Interpositive
- ~~5. 35mm Reference/Check Print~~
6. 35mm Release Print
(may be used for screenings)

VIDEO ITEMS: Masters must be provided by Lessor to Sales Agent for all video items listed below:

1. PAL 25fps and NTSC 29.97fps 4x3 Full Frame masters of the Feature and Release Trailer on Digital Betacams (DBC). The Full Frame masters shall be in the aspect ratio of 4x3 (1:33:1). Licensee acknowledges that Full Frame Anamorphic masters will not meet this requirement.
2. PAL 25fps and NTSC 29.97fps 16x9 Full Height Anamorphic masters of the Feature and Release Trailer on DBC
3. If Original Aspect Ratio (OAR) is DIFFERENT from the aspect ratio per item 2 above, the following items must also be delivered:

PAL 25fps and NTSC 29.97fps Matted Anamorphic masters (preserving the OAR) of the Feature and Release Trailer on DBC
4. 23.98fps and 25fps HIGH DEFINITION (HD) masters of the Feature and Release Trailer on a HD-CAM SR tape with: stereo composite on channels 1 & 2; stereo fully-filled music and effects tracks on channels 3 & 4; 5.1 printermaster on channels 5 through 10; and Dolby E 5.1 on channels 11 & 12.
5. MPEG-2 files in both PAL (720x576 pixels/min 5000/448 kbps) and NTSC (720x480 pixels/min 5000/448 kbps) of the Feature and Release Trailer (files must be clean of any textual overlay and may be delivered as a DVD-Video disc)
6. MASTER FILE: a 2K or High Definition Uncompressed AVI File Sequence manufac-

tured from a Quality Control-passing first generation 1080p HD Video Master or Digital Intermediate of the Feature and Release Trailer, delivered on a Firewire hard drive. The image on screen shall be in the original aspect ratio in which the Show was photographed. The audio tracks shall be fully-mixed and filled in the following configuration: Ch. 1 Stereo Composite English Left, Ch. 2 Stereo Composite English Right. Textless Section Backgrounds (including Main and End Titles and any scenes wherein textual information appears) shall be transferred at the tail, sixty (60) seconds after the end of the feature.

7. PROJECT FILE: Final Cut Pro or AVID file (including all sound files) of the Feature and Release Trailer.
8. CLOSED CAPTION files time coded to agree with the NTSC Digibeta masters in .CC or .SCC format
9. BONUS FEATURES on Mini DV in both NTSC and PAL

AND:

- A. All DBC or HD items must contain:

1. Composite stereo sound on channels one and two and isolated, fully-filled music & effects (M&E) stereo tracks on channels three and four. This requirement extends to all features, trailers, and textless footage.

2. Textless backgrounds tied to the tail of the feature for both the feature and trailer.
3. Release Trailer at the end of each master.

B. PAL Digibeta masters must be created from a source of equal (or greater) resolution to native PAL resolution (625/50). PAL Digibeta masters should not be created from conversions of NTSC Digibeta masters.

C. NTSC Digibeta masters shall be in Non-Drop Frame time-code

D. Each master element must be clearly and completely labeled on both the cassette/disc itself and its protective casing. Video elements should include exact length of entire program (and each subsection of the program, if applicable), video standard, aspect ratio (including anamorphic, full-frame, and/or letterbox designation, if applicable), lines of vertical resolution, whether the program is progressive or interlaced, framerate, timecode type, timecode of program's start and end, indications of the location of trailer and textless materials, and audio channel configuration (including MOS designations for unused channels). Audio masters should include exact length of entire program (and each subsection of program, if applicable), framerate, timecode type, timecode of program's start and end, sampling frequency, and audio channel configuration (including MOS designations for unused channels). M&E tracks should be

designated “fully-filled” if they are such. Sales agent may recoup any costs incurred due to incomplete or incorrect labeling.

SOUND ITEMS: Audio elements must be provided by Licensor to Sales Agent per below:

1. 29.97fps and 25fps sets of PCM or AIFF digital audio files broken down thusly:
 - a. composite sound on 2 tracks in stereo
 - b. dialogue on 2 tracks in stereo
 - c. music on 2 tracks in stereo
 - d. unitled effects on 2 tracks in stereo
2. Sets of 5.1 digital audio files, either PCM or AIFF, broken down thusly:
 - a. 25fps and 29.97fps files of the discrete 5.1 sound mix w/LT/RT
 - b. 25fps and 29.97fps files of the Fully-Filled M&E mix w/Dialogue Guide and Optional
 - c. 25fps and 29.97fps files of DOLBY-E encoded audio

ANCILLARY ITEMS: The following items must be provided by Licensor to Sales Agent:

1. Contractual Credit Block with copyright information, in Microsoft Word formal
2. The following series of synopses, in Microsoft Word format: a treatment-length synopsis, a three-paragraph synopsis, a one-paragraph synopsis, and a one-sentence synopsis.
3. Production notes provided in Microsoft Word format.

4. Layered Key Art in Photoshop (PSD) format conforming to the following specifications:
 - a. Size: eight-by-twelve inches (8"x12")-at minimum
 - b. Layout: no text should fall within a half-inch margin surrounding the artwork's four edges
 - c. Orientation: vertical
 - d. Resolution: three-hundred dots per inch (300 dpi)-at minimum
 - e. Color Mode: CMYK or RGB
5. High-Definition Frame-grabs adhering to the following specifications:
 - a. Cleared for unrestricted use
 - b. A minimum of thirty selects in number
 - c. Resolution: same as source
 - d. Color Mode: CMYK or RGB
 - e. File format to be uncompressed TIFF
6. Digital production photographs (behind the scenes photos do NOT qualify) adhering to the following specifications:
 - a. Cleared for unrestricted use
 - b. A minimum of thirty selects in number
 - c. Size: four-by-six inches (4"x6")-at minimum
 - d. Resolution: three-hundred dots per inch (300 dpi)-at minimum
 - e. Color Mode: CMYK or RGB
 - f. File format to be Camera Raw (preferred), Photoshop (PSD), uncompressed TIFF, or high quality (low compression) JPEG

7. Lab Access Letter shall be irrevocable for the duration of the active term.
8. Copies of the passing grade Quality Control (QC) report for all delivered video and audio masters.
 - a. Notwithstanding anything to the contrary in the Agreement, in the event a QC report is not provided with a master, Sales Agent will immediately obtain a QC report and shall recover such from Licensor an amount equal to 150% of the cost of furnishing such item, with the right to demand immediate payment of such amount from Licensor and, if Licensor fails to pay, the right to recoup before any payments are made to Licensor via any channel.
 - b. If masters fail QC, Licensor must repair or replace faulty masters at their expense and such masters shall not be considered Delivered until a passing grade QC report is obtained. The quality control reports must be administered and attested to by a verifiably reputable lab.
9. Errors and Omissions policy maintained by Licensor for three (3) years from the date of delivery, extended or renewed per distributor requirements.
10. Complete chain of title comprising the following:

- a. copies of copyright registration certificate filed with the U.S. Copyright office with respect to the screenplay and the motion picture;
- b. copies of a Copyright Report (including opinion) and a Title Report (including opinion) provided by Thomson & Thomson, Denis Angel, Suzy Vaughan, or Sales Agent-sanctioned alternative.
- c. a complete statement of all screen and advertising credit obligations, with the names listed in the same order as they appear on the billing block together with a layout of the proposed screen and advertising credits and photostatic copies of excerpts from all agreements defining and describing both the form and nature of the required credits and any restrictions as to the use of name and likeness, including licenses for all logos appearing on the billing block;
- d. a statement of any restrictions as to the dubbing of the voice of any player, including dubbing dialogue in a language other than the language in which the Show was recorded;
- e. copies of all licenses, including, but not limited to: fully-executed master use and synchronization/performance music licenses; contracts; assignments and/or other written permissions from the proper parties in interest permitting the use of any musical, literary, dramatic

and other material of whatever nature used in the production of the Show;

- f. copies of all agreements or other documents relating to the engagement of personnel in connection with the Show including those for individual producer(s), the director, all artists, music composer(s) and conductor(s), technicians and administrative staff;
- g. a copy of the final approved shooting script.

11. Certificate of Origin should be an original copy notarized by the applicable governmental authority attesting to the country of origin of the Show and setting forth the following additional information: title of Show; Producer; at least two of the principal cast members; Director; year of production; and running time.
12. The dialogue continuity script must be a detailed subtitle spotting list of the completed Feature and Release Trailer conforming in all respects to and with the action and dialogue contained in the completed Show in form and condition suitable for submission to various censorship boards. If the dialogue of the Show was recorded in whole or in part in a language other than English, the continuity shall contain a literal English translation.
13. Music cue sheet (complete and accurate) to industry standards.

TRAILERS

The following trailers must be provided by Licensor to Sales Agent:

1. Release Trailer-approximately 90-180 seconds-to be included in all the delivery materials described above. The goal of this “Release Trailer” is to drive audiences to the Show.
2. Sales Trailer-approximately 60-90 seconds-to be delivered as an MPEG-2 File (720x480 pixels/min 5000/448 kbps). The goal of this “Sales Trailer” is to highlight the Show’s value for the potential distributors.
3. Extended Trailer (EPK)-approximately 7-12 minutes-to be delivered as an MPEG-2 file in both PAL (720x576 pixels/min 5000/448 kbps) and NTSC (720x480 pixels/min 5000/ 448 kbps). The goal of this EPK is to add value in the eyes of the potential distributors by its availability as a DVD extra and by reinforcing the overall production quality of the Show. An EPK is used by the Sales Agent to support sales that will not necessarily require a full screening of the Show, often before the Show has been completed. The EPK will usually be made available on the Show’s webpage as a supplement to the Sales Trailer for those wanting to see more of the film immediately.

It is imperative that both the Sales Trailer and EPK be delivered to Sales Agent as soon as possible. If the Show has yet to be completed, Licensor shall use best efforts to deliver the Sales

Trailer and EPK no less than 6 and 3 months, respectively, prior to the completion of the Show.

BUYER SATISFACTION

All delivery elements shall be technically satisfactory to distributor. If distributor requests replacement, Licensor is responsible to provide satisfactory elements at its own cost. Time is of the essence in delivering satisfactory replacement elements. Notwithstanding anything to the contrary in the Agreement, in the event Licensor fails to begin to produce said elements within fifteen (15) days of notice, and fails to deliver said elements within thirty (30) days of notice, Sales Agent may produce and deliver said elements to distributor and recoup 125% of its cost, with the right to demand immediate payment of such amount from Licensor and, if Licensor fails to pay, the right to recoup before any payments are made to Licensor via any channel.

COST

The creation of the items described above and their conveyance to Sales Agent are the responsibility, fiscal and otherwise, of the Licensor. Further, Licensor understands that a distribution agreement may require items not listed above. In such event, Sales Agent may request those items from Licensor. If Licensor fails to begin to produce said items within three (3) days of request or fails to provide said items within fourteen (14) days of request, Sales Agent may furnish such items and shall recover the cost of furnishing such items plus a 25% service fee of said costs, 125% total,

and shall recoup this amount before any other disbursements are made.

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**SHORT FORM DISTRIBUTION AGREEMENT
(hereinafter "Short Form")**

Regarding the Show: STRENGTH AND HONOUR

This distribution agreement is made as of April 20, 2009 and is effective therefrom until termination.

BETWEEN:

MARON PICTURES, LLC
6404 Wilshire Boulevard, Suite 1601
Los Angeles, CA 90048, USA
PH 310 892 8133 FAX 323 655 1218
info@maronpictures.com
(hereinafter "Licensor")

AND:

MAINSAIL, LLC
5836 South Pecos Road
Las Vegas, NV 89120
PH 310 551 2060 FAX 310 201 0729
mainsail@shorelineentertainment.com
(hereinafter "Sales Agent")

WHEREAS, this Short Form Distribution Agreement is executed in accordance with and is subject to the terms and provisions of that certain formal license agreement (the "Agreement") executed concurrently with this Short form Distribution Agreement entered into between Licensor and Licensee relating to the transfer and license of rights in and to said Show which rights are more fully described in the Agreement, and this Short Form Distribution License is expressly

made subject to all of the terms, conditions and provisions contained in the Agreement. In the event of any inconsistency between the Agreement and this Short Form Distribution Agreement, the Agreement shall be controlling.

AND WHEREAS, the Licensor represents that it controls the rights herein granted to the Sales Agent; and hereby grants. Sales Agent an exclusive license throughout the territory the sole and exclusive right, license and privilege to sell and license to distributors and licensees the Show identified above, in all media, including, but not limited to, theatrical, home video and all forms of television. The territory is the entire world except as limited in the Agreement.

AND WHEREAS, the Sales Agent has agreed to accept such grant upon the terms and conditions herein set forth;

NOW THEREFORE WITNESSETH, that in consideration of the covenants and conditions herein contained and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties have executed this Short Form Distribution Agreement. As of the date written above to constitute a binding contract between them.

MAINSAI, LLC

By: /s/ Sam Eigen

Title: Director of Distribution

Date: 4-20-09

MARON PICTURES, LLC

By: /s/

Date: 27 Apr 09

LABORATORY ACCESS LETTER

MATERIALS SCHEDULE

FILM ITEMS

FEATURE AND TRAILERS ORIGINAL
NEGATIVE

ORIGINAL SOUNDTRACK SOURCE

35MM INTERPOSITIVE

35MM INTERNEGATIVE

35MM STEREO OPTICAL SOUNDTRACK
NEGATIVE

35MM FINAL ANSWER PRINT FROM
NEGATIVE

35MM CHECK PRINT FROM NEGATIVE

35MM TEXTLESS SECTIONS INTERPOSITIVE

DA88 REEL-BY-REEL FULLY-FILLED M&E
(6 CHANNEL IF AVAILABLE) AT 24 FPS
with OPT & DIA GUIDES

VIDEO ITEMS

Masters must be provided by Lessor to Sales Agent
for all video items listed below:

DIGITAL BETACAM NTSC 4X3 FULL FRAME
OF THE FEATURE and RELEASE TRAILER

DIGITAL BETACAM PAL 4X3 FULL FRAME
OF THE FEATURE and RELEASE TRAILER

DIGITAL BETACAM NTSC 16X9 FULL HEIGHT
ANAMORPHIC OF THE FEATURE and
RELEASE TRAILER

DIGITAL BETACAM PAL 16X9 FULL HEIGHT

**ANAMORPHIC OF THE FEATURE
and RELEASE TRAILER**

IF ORIGINAL ASPECT RATIO (Hereinafter: OAR) IS DIFFERENT from the ASPECT RATIO per ITEM 3 above, the following item must also be delivered:

**DIGITAL BETACAM NTSC MATTED
ANAMORPHIC preserving OAR OF THE
FEATURE and RELEASE TRAILER**

IF ORIGINAL ASPECT RATIO IS DIFFERENT from the ASPECT RATIO per ITEM 4 above, the following item must also be delivered:

**DIGITAL BETACAM PAL MATTED
ANAMORPHIC preserving OAR OF THE
FEATURE and RELEASE TRAILER**

**HIGH DEFINITION MASTER OF THE
FEATURE and RELEASE TRAILER**

**MPEG-2 FILE (720x480 pixels/min 5000/448
kbps) FEATURE and RELEASE TRAILER**

MASTER FILE One (1) 2K or High Definition Uncompressed AVI File Sequence manufactured from a Quality Control-passing first generation 1080p HD Video Master or Digital Intermediate of the FEATURE and RELEASE TRAILER, delivered on a Firewire hard drive. The image on screen shall be in the original aspect ratio in which the Show was photographed. The audio tracks shall be fully-mixed and filled in the following configuration: Ch. 1 Stereo Composite English Left, Ch. 2 Stereo Composite English Right. Textless Section Backgrounds (including Main

and End Titles and any scenes wherein textual information appears) shall be transferred at the tail, sixty (60) seconds after the end of the feature.

FINAL CUT PRO PROJECT FILE (including all sound files) FEATURE and RELEASE TRAILER

CLOSED CAPTION VERSION

MINI DV BEHIND THE SCENES FOOTAGE
(both PAL and NTSC)

SCHEDULE OF PRIOR MARKETING DISCLOSURES

Herein is a list of all entities and persons approached by Licensor or that have approached Licensor regarding the rights to the Show. Licensor warrants that no sales agent, distributor, or representative, other than those listed below, has been approached by Licensor regarding the Show:

1. NONE