CINEMA BUYING GROUP-NATO PARTICIPANT AGREEMENT

| This CINEMA BUYING GROUP-NATO | PARTICIPANT AGREEMENT ("Agreement") is |
|--|---|
| made this day of | , by and between CINEMA BUYING |
| GROUP-NATO (CBG-NATO), a progra | m of the National Association of Theatre Owners |
| (NATO), and each of those persons or | r entities who shall execute this Agreement, or a |
| counterpart hereof, as participants ("Pa | rticipants") in the CBG-NATO program. |

WHEREAS, the Participants and CBG-NATO desire to enter into a group buying program to promote the purposes set forth herein subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises set forth above, the mutual promises and covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties, desiring to be legally bound, agree as follows:

1. Formation of the Group Buying Program

- (a) <u>Purpose</u>. CBG-NATO has been formed to enhance the ability of its Participants to obtain cost-justified discounts and more favorable payment terms with respect to their purchases of goods and services used in their operation of motion picture theatres and to assist industry manufacturers and suppliers in promoting their goods and services and in obtaining accurate information regarding product performance in the industry.
- (b) <u>Separate Program Within NATO</u>. CBG-NATO is a buying program for independent theatre owners and operators, and subject only to such NATO oversight as trade association law and fiduciary duties dictate. CBG-NATO is financially self-supporting and has a separate dedicated bank account. The program has a separate website, and its principal place of business is determined by the location of its managing director. CBG-NATO's managing director reports to the chair and vice-chair of NATO's Independent Theatre Owners Committee.
- (c) <u>Group Buying Program</u>. CBG intends to approach interested manufacturers, suppliers, and vendors of goods and services to the motion picture theatre industry concerning their potential participation in the group buying program (the "Program"). CBG will promote the Program by providing various services to participating manufacturers, suppliers and vendors (hereinafter "Approved Vendors"), which services may include:
 - (1) negotiation of terms and prices with potential vendors in the best interest of Program Participants;
 - (2) promotion of Approved Vendors' products and services; and

- (3) technical assistance to reduce Approved Vendors' costs.
- (c) <u>Application Process</u>. The opportunity to become a Participant in the Program will be open to all qualified motion picture theatre owners in the United States and Canada on a non-discriminatory basis. The managing director of CBG-NATO will determine the acceptability of any applicant to become a Participant based on such factors as the applicant's:
 - (1) financial strength and condition;
 - (2) anticipated volume of purchases under the Program;
 - (3) ability to participate in and support the Program;
 - (4) business ethics and history of honoring contractual obligations; and
 - (5) willingness to designate an employee who will participate in CBG-NATO programs and meetings.

2. Annual Dues and Assessments.

- (a) Annual Dues. Participants may be required to pay dues to CBG-NATO in an amount established by the Managing Director, in consultation with the chair and vice chair of the Independent Theatre Owners Committee.
- (b) Additional Assessments. As a condition to returning to NATO, CBG-NATO must be self-supporting. Additional assessments may accordingly become necessary to ensure the solvency of the Program. Other than assessments to ensure Program solvency, no additional assessments will be issued without a vote of the CBG-NATO participants.
- (c) Separate Bank Account. Dues and assessments will be deposited in a bank account dedicated exclusively to CBG-NATO's operating expenses.

3. Records and Accounting.

Proper and complete records and books of account of the business of CBG-NATO will be maintained by CBG-NATO. Such books and records of CBG-NATO will reflect all Program transactions and will be appropriate and adequate for CBG-NATO's business and for the carrying out of the provisions of this Agreement.

4. Reports.

CBG-NATO will prepare an annual report describing CBG-NATO's activities and financial standing. Any CBG-NATO participant in good standing is entitled to receive a copy of the CBG-NATO annual report. At the request of NATO's President, Executive Committee, or Board of Directors, CBG-NATO will produce such annual report, or equivalent document, establishing CBG-NATO's solvency and financial integrity.

5. Rights and Duties of CBG-NATO.

- (a) <u>Management Power</u>. The business and affairs of CBG-NATO will be managed by the Managing Director, who is selected by and reports to the Chair and Vice Chair of NATO's Independent Theatre Owners Committee. Except as otherwise provided in this Agreement, the Participants hereby grant and delegate to the Managing Director the right, power and authority to do on behalf of CBG-NATO all things which, in his or her judgment, in consultation as appropriate with the Chair and Vice Chair of the Independent Theatre Owners Committee, are necessary, proper or desirable to further the purposes of CBG-NATO, including but not limited to the right, power and authority to do the following:
- (1) conduct special meetings among Approved Vendors and/or Participants for any lawful purpose in furtherance of the Program;
- (2) conduct negotiations with potential vendors, which in the Managing Director's judgment may further the purposes of CBG-NATO and the Program, whether or not such negotiations lead to the best possible deal that could have been obtained;
- (3) refuse, in the Managing Director's discretion, to disclose to any Participant confidential information regarding the Program and/or other Participants which would tend to restrict competition in any manner among Participants or within the motion picture theatre industry generally;
- (4) enter into an agreement with the agent/contract administrator of CBG-NATO or any other third party pursuant to which the agent/contract administrator of CBG-NATO (or such other third party) will work for the benefit of the Participants to coordinate their purchase requirements or otherwise further the purposes of CBG-NATO and the Program;
- (5) cause the assets of CBG-NATO to be used in any manner which, in the Managing Director's judgment, may further the purposes of CBG-NATO and the Program;
 - (6) delegate any of the foregoing to CBG-NATO staff; and
- (7) determine that a triggering event, as described hereunder, warrants termination of a Participant's participation in CBG-NATO, and terminating such

Participant's participation after providing to the Participant notice and an opportunity to be heard.

(b) <u>Disclaimer</u>. The officers, employees, directors and agents of NATO, and the managing director, employees and agents of CBG-NATO, will not be liable, responsible or accountable in damages or otherwise to the Participants for any action taken or failure to act on behalf of CBG-NATO in good faith (except when such action or failure to act constitutes gross negligence or willful or wanton misconduct), whether or not caused, or alleged to be caused, in whole or in part, by the joint or several negligence, breach of contract or other breach of duty on the part of NATO, its officers, employees, directors or agents, or CBG-NATO its officers, directors, employees or agents.

EACH PARTICIPANT ACKNOWLEDGES AND AGREES THAT NATO AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND CBG-NATO AND ITS MANAGING DIRECTOR, EMPLOYEES, AND AGENTS DO NOT MAKE, HAVE NOT MADE, WILL HAVE NO AUTHORITY TO MAKE, AND WILL NOT BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE GOODS AND SERVICES TO BE PURCHASED FROM APPROVED VENDORS UNDER THE WITHOUT LIMITATION, GROUP BUYING PROGRAM. INCLUDING, WARRANTY AS TO ACCURACY IN ADVERTISING, DESIGN, COMPLIANCE WITH SPECIFICATIONS. QUALITY OF MATERIALS OR WORKMANSHIP. MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT OR TITLE. All such risks, as between Approved Vendors, NATO, CBG-NATO and the Participants, are borne by the Participants. Without limiting the foregoing, neither NATO nor CBG-NATO will have any responsibility or liability to the Participants or any other person with respect to the following, regardless of the negligence of NATO or CBG-NATO, or their officers, directors, employees and agents:

- (1) any liability, loss or damage caused or alleged to be caused directly or indirectly by any goods or services provided by an Approved Vendor, any inadequacy thereof or any deficiency or defect (latent or otherwise) therein, or any other circumstance in connection therewith:
- (2) the use, operation or performance of any supplies and services purchased from an Approved Vendor or any risks relating thereto;
- (3) any interruption of service, loss of business or anticipated profits, consequential or any other types of damages;
- (4) the delivery, operation, servicing, maintenance, repair, improvement or replacement of any supplies or services purchased from an Approved Vendor; or

(5) any failure to forward to the Participants any notice received from any Approved Vendor regarding the legality or use of any supplies or services available for purchase under the Program, it being understood that all such notices be sent by any and all Approved Vendors directly to the Participants.

Each Participant may assert and enforce, at its sole expense and in its name, whatever claims and rights such Participant may have against any Approved Vendor.

- (c) <u>Satisfaction of Claims</u>. Each Participant acknowledges and agrees that CBG-NATO is a separate program with the fullest autonomy consistent with NATO's legal and fiduciary obligations, and that as to any claims a Participant may have or assert arising in any respect from such Participant's participation in or exclusion from CBG-NATO, such Participant may seek satisfaction only from assets segregated and belonging to CBG-NATO, and may not attempt to reach NATO assets. Any such attempt to reach NATO assets in contravention of this provision will entitle NATO to recover the costs of any action defending against such attempt, including costs and attorneys fees. The parties to this Agreement acknowledge that NATO is an intended beneficiary of this provision and may enforce its terms.
- (d) <u>Fiduciary Responsibility</u>. CBG-NATO's managing director and staff have a fiduciary responsibility for the safekeeping and use of all CBG-NATO funds.

6. Placement of Orders through CBG.

- (a) <u>No Requirements</u>. Except as specially provided herein for the acquisition of digital cinema equipment and service, or otherwise determined by separate majority votes of the Participants, no Participant will be required to place any order for any goods or services with an Approved Vendor. To obtain any discounts negotiated by CBG-NATO from any Approved Vendors, all Participant purchases of such goods and services from Approved Vendors must be made by placing such order(s) with either the Approved Vendor or, where appropriate, through CBG-NATO.
- (b) <u>Double-Dealing or Other Conduct that Undermines the Program</u>. Mindful that aggregated negotiating and buying power strengthens the position of Participants, a Participant may not exploit CBG-NATO's negotiated arrangements with vendors as a basis for negotiating an equivalent arrangement with another vendor, except where the Participant has a substantial business justification for such use of a vendor outside the Program. Violation of this provision may result in expulsion from CBG-NATO.
- (c) <u>Annual List of Vendors</u>. At least annually, CBG-NATO will provide Participants with a list of Approved Vendors, a list of products offered for sale by each Approved Vendor under the Program and a tentative price list for all such products showing the terms and conditions of sale. Such information may be conveyed to Participants by posting on CBG-NATO's website (currently www.cbgpurchasing.com). Based upon such information, each Participant will provide CBG-NATO with a commitment to purchase a specific volume of products that the Participant anticipates

best meets its needs for the upcoming year. A Participant is not obligated to purchase its total requirements of offered products through CBG-NATO.

- (d) <u>Timely Payment of Approved Vendor Invoices</u>. Each Participant agrees to pay promptly all Approved Vendors pursuant to the terms agreed upon, from time to time, with such Approved Vendors. It is understood and agreed that, notwithstanding the obligation of each Participant to place all orders under the Program with the approved Vendor or through CBG, each Participant shall be invoiced directly by Approved Vendors. All goods and services to be delivered to each Participant under the Program will be directly delivered to, or performed for, such Participant by Approved Vendors.
- (e) <u>Compliance with Antitrust Laws</u>. Each Participant agrees to comply fully with all applicable state and federal antitrust laws, and to seek legal counsel where circumstances or questions dictate its prudence.
- (f) <u>Participation</u>. Each Participant agrees to participate actively in functions and programs, attend meetings (participation by proxy counts as attendance), provide timely responses to CBG-NATO's requests for data and information, make all payments to CBG-NATO within thirty days of invoice, and fully cooperate in all CBG-NATO joint actions. Failure to participate may result in expulsion from CBG-NATO.
- Special Provisions for the Acquisition of Digital Cinema Equipment (g) and Service. The Participant understands and agrees that the transition to digital cinema poses a special challenge to the viability of independent theatres, and that the group buying program becomes especially important to ensuring that substantial numbers of independent theatres survive and thrive into the digital cinema era. The Participant further understands and agrees that the financial and other terms of digital cinema equipment and service arrangements materially differ from the financial and other terms of traditional theatre equipment arrangements. The Participant further understands and agrees that the ability of independent theatres, as a group, to obtain accessible, or favorable, terms and conditions for acquisition of digital cinema equipment and services may substantially depend upon the ability of independent theatre owners to aggregate their negotiating and buying power, and to obtain measurable economies of scale for use in negotiating digital cinema equipment and service deals. The Participant further understands and agrees that it will be necessary for the Managing Director, in negotiating terms and conditions for the acquisition of digital cinema equipment and services, to rely upon an accurate count of the number of theatres committed to the arrangement negotiated for CBG-NATO Participants in the acquisition of digital cinema equipment and services. In recognition of these and other unique and compelling circumstances, the Participant therefore understands and agrees to the following special provisions for the acquisition of digital cinema equipment.
- (1) The Participant agrees to permit the Managing Director to negotiate terms and conditions with receptive vendors for the acquisition of digital cinema equipment and service. In addition to all other negotiating authority, the Managing

Director may obtain from vendors a most-favored-nation provision applicable to any other purchasers or classes of purchasers, including without limitation any CBG-NATO Participant bound by these Special Provisions who thereafter ceases to be a CBG-NATO Participant and seeks separate digital cinema arrangements.

- (2) The Participant agrees to commit to the group purchasing arrangement, or arrangements in the event of a menu of options, negotiated by CBG-NATO's Managing Director for the acquisition of digital cinema equipment and services, and not to thereafter seek or obtain digital cinema equipment or service from a different vendor, except as provided herein.
- (3) The Participant expressly acknowledges that it is possible that an individual Participant might negotiate a better digital cinema arrangement, but that the interests of independent theatres, as a group, are better served by aggregating negotiating and buying power in advance, and that the risk of obtaining an inferior digital cinema arrangement, or no digital cinema arrangement at all, provides ample consideration for binding the Participant to these Special Provisions for the Acquisition of Digital Cinema Equipment and Service.
- (4) The Participant understands and agrees that information about terms and conditions of potential or actual digital cinema equipment and service arrangements is confidential and proprietary information, and the Participant agrees to maintain the confidentiality of such information, and to use best efforts to ensure that its employees or agents with such knowledge maintain the confidentiality of such information.
- (5) The Participant agrees to comply in good faith with the terms and conditions of digital cinema equipment and service acquisition set forth in any master agreement and any individual or subsequent agreements with the vendor or vendors selected by the Managing Director; provided, however, that it is understood and agreed that neither the Participant nor any vendors will have recourse against CBG-NATO or NATO for any alleged violations by the Participant or the vendor of any terms or conditions of a master agreement or individual agreements.
- (6) The Participant understands and agrees that the special circumstances of digital cinema may make it necessary to create classes, to which different terms and conditions may apply. By way of example, and without limitation, the Participant understands and agrees that the special economics of digital cinema rollout plans may create material differences among first-run, subsequent-run, and drive-in theatres, and that such material differences may necessarily become reflected in different terms and conditions for the acquisition of digital cinema equipment and service; provided, however, that the Participant understands and acknowledges that the Managing Director will use best efforts and good faith to obtain favorable terms and conditions for all classes of CBG-NATO Participants.

- a. Late Membership Classification. Added effective November 3, 2007. The Participant understands and agrees that the Managing Director was obliged to provide potential digital vendors with a fixed membership roster so that the economics of providing equipment and service to CBG members could be calculated, and the RFP process concluded fairly. The Participant understands and acknowledges that—in addition to urging independent cinema owners to join CBG, repeatedly and in multiple forums, over the last two years—NATO sent notice of a CBG membership deadline of November 2, 2007 to all NATO members, that NATO requested that state and regional units circulate the notice to all of their members, and that notice of the membership deadline was posted on the CBG website. The Participant understands and agrees that by joining CBG after November 2, 2007, the Participant will belong to a "Late Membership Class," and that participation in the digital cinema equipment and service deal negotiated for CBG members is not guaranteed, and/or that participation in the deal, at the vendor's discretion, may not be on the same terms as provided to CBG members in good standing before November 3, 2007.
- b. The Participant hereby waives any and all claims—whether predicated in contract, tort, or any other legal or equitable theory—based upon access to any digital cinema equipment and service deal negotiated for CBG members, or access upon equivalent terms.
- c. The Participant understands and acknowledges that, while participation in the digital deal negotiated for CBG members may not be possible, the participant may, like all CBG participants, petition to opt out of the digital cinema provisions of this agreement and negotiate his or her own digital deal, or quit CBG altogether at any time—provided only that the Participant maintain the confidentiality of any confidential information obtained through participation in CBG meetings or circulars.
- d. The Late Membership Class applies only to digital cinema equipment and service, and does not affect any other aspect of CBG membership, or products or services provided through CBG.
- (7) The Participant understands and agrees that manufacture and delivery of digital cinema equipment may necessarily entail delivery queues, and that not all theatres can be equipped promptly upon final negotiation of a CBG digital cinema equipment and service deal. Any delay in delivery will not by itself constitute justification for departure from or failure to adhere to these Special Provisions for the Acquisition of Digital Cinema Equipment and Service.
- (8) A new Participant in the Program may advise the Managing Director that it does not wish to participate in these Special Provisions for the Acquisition of Digital Cinema Equipment and Service, in which case these Special Provisions will not apply to such new Participant, and such new Participant will not be permitted to participate in any arrangement negotiated for participating Participants for the acquisition of digital cinema equipment and service, will not be permitted to vote on any matter pertaining to digital cinema equipment and service, and may be excluded

from deliberations on digital cinema issues at annual or special meetings of the Participants. Such Participant must nevertheless maintain the confidentiality of any digital cinema information obtained through its course of dealings with CBG-NATO.

- A Participant otherwise bound to these Special Provisions for the Acquisition of Digital Cinema Equipment and Service may petition the Managing Director to opt out of these Special Provisions but maintain its participation in CBG-NATO. Such petitioning Participant must state compelling reasons, not otherwise addressed in these Special Provisions, for desiring to opt out. The Managing Director may, in his or her discretion and with exercise of fair judgment and due regard for the interests of all Participants, accept the petition to opt out if the reasons stated in the petition persuade the Managing Director that controlling legal authority or fundamental fairness dictate such a result. A Participant opting out of these Special Provisions will not be permitted to participate in any arrangement negotiated for participating Participants for the acquisition of digital cinema equipment and service, will not be permitted to vote on any matter pertaining to digital cinema equipment and service, and may be excluded from deliberations on digital cinema issues at annual or special meetings of the Participants. Such Participant must nevertheless maintain the confidentiality of any digital cinema information obtained through its course of dealings with CBG-NATO.
- (10) A Participant who notifies the Managing Director that it is terminating its participation in CBG-NATO, or a Participant who is expelled from CBG-NATO, will not thereafter be bound by these Special Provisions; provided, however, that such terminating or terminated Participant will not be permitted to participate in any arrangement negotiated for Participants for the acquisition of digital cinema equipment and service, but must nevertheless maintain the confidentiality of any digital cinema information obtained through its course of dealings with CBG-NATO.
- (11) These Special Provisions for the Acquisition of Digital Cinema Equipment and Service will cease to be binding in the event that the selected vendor or all selected vendors materially fail to provide the promised digital cinema equipment or service, and evidence no ability or no desire to correct such failure.

7. Meetings and Voting.

- (a) Participants in CBG-NATO will meet at least once annually during the annual NATO convention, at which meeting all business may be conducted.
- (b) Additional meetings may be scheduled by the Managing Director. Such meetings may occur telephonically.
- (c) Any votes taken at CBG-NATO meetings will be decided by majority vote. A quorum for votes will be one-half of the total Participants in good standing as of two weeks before the vote is taken.
- (d) Participants may vote by proxy in a manner to be determined by the Managing Director. A proxy vote counts as presence at the meeting in which the vote is taken. Participants agree to use their best efforts to return their proxy forms whenever they anticipate that they may not be able to attend a CBG-NATO meeting in person (or telephonically, as the case may be). A Participant who submits a proxy and then attends the meeting or vote may rescind that proxy and cast his or her vote as though he or she had never submitted a proxy.
- (e) Notice of CBG-NATO meetings and votes will be provided no more than 60 days and no less than ten days before such meeting or vote. Notice by electronic mail is sufficient.

8. Termination.

- (a) CBG-NATO may terminate a Participant's participation in CBG-NATO upon the occurrence of any of the following events:
- (1) an assignment of the assets or business of such Participant for the benefit of its creditors, or appointment of a trustee or receiver to administer or conduct such Participant's business or affairs, or the filing of a voluntary or involuntary petition in any court of bankruptcy;
 - (2) if such Participant is an individual, the death of such Participant;
- (3) if such Participant is a corporation, the sale or transfer at any one time, and from time to time, of fifty-one percent (51%) or more of any class of common stock of such Participant to any person or entity other than an existing stockholder of such Participant, or any other sale, pledge, hypothecation, assignment or transfer of such stock so as to change the controlling interest of such Participant;
- (4) if such Participant is a corporation or other business entity, the sale or transfer for consideration to a third party or distribution to Participant's stockholders or equity holders of substantially all of such Participant's assets;

- (5) the merger or consolidation of such Participant into another business entity or the merger or consolidation of another business entity into or with such Participant;
- (6) the use, by the Participant, of CBG-NATO-negotiated terms, conditions, or prices to procure a different deal on equivalent products or services with a vendor other than the Approved Vendor in a manner that willfully undermines the purposes of CBG-NATO without substantial business justification;
- (7) the disclosure without authorization or other misuse of the confidential or proprietary information of CBG-NATO; or
- (8) the violation of the terms or conditions of this Participation Agreement or any other agreement between such Participant and CBG-NATO.
- (b) The termination of any Participant's participation in the Program will not release such Participant from its obligation to pay any sum then owing to CBG-NATO and/or any Approved Vendor. Any goods, documents or any other property belonging to CBG-NATO which are in the actual or constructive possession of such Participant must be forwarded to CBG-NATO at such Participant's expense.
- (c) The Managing Director has authority to make the determination that any of the triggering events in subsection (a) have occurred, and to terminate a Participant's participation in CBG-NATO; provided, however, that prior to such termination becoming effective, the Participant receive notice of the basis for termination and an opportunity to state the case for retention, and, where feasible, a reasonable opportunity to correct the triggering event(s).

9. Miscellaneous.

- (a) Entire Agreement. This Agreement is intended by CBG-NATO and all Participants as the final integrated expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between such parties having been incorporated herein. No course of prior dealings between the parties or their affiliates will be relevant or admissible to supplement, explain or vary any of the terms of this Agreement.
- (b) <u>Notices</u>. Each Participant will provide prompt written notice of any change of physical or electronic mail address. Notices, offers, consents and communications will be deemed to have been delivered and received: (i) in the case of personal delivery, or fax, on the date of such delivery; (ii) in the case of delivery by overnight courier, on the first business day after the date sent; (iii) in the case of mailing, on the third business date following such mailing; and (iv) in the case of electronic mail, on the date of transmission, provided no message of failed or aborted delivery is promptly received.

- (c) <u>Governing Law</u>. This Agreement shall be governed by the laws of the District of Columbia and shall be construed, enforced and performed in accordance with the Laws thereof. Venue for any action or proceeding arising out of, construing or enforcing this Agreement will lie in the District of Columbia, and each Participant waives all objections to such venue.
- (d) <u>Successors and Assigns</u>. This Agreement will inure to the benefit of the parties and their respective successors and assigns, legal representatives and heirs.
- (e) <u>Specific Performance</u>. In the event that any Participant fails to comply with any of the terms of this Agreement, then CBG-NATO will have the right to bring legal action against said Participant to enforce compliance with this Agreement and in such action will be entitled to receive equitable relief, including but not limited to, specific performance, as well as the recovery of all damages incurred as a result of the breach of such terms and to recover all costs of such action, including court costs, interest and reasonable attorneys' fees.
- (f) <u>Severability</u>. Should any part of this Agreement, for any reason, be declared invalid, such decision will not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.
- (g) <u>Modifications and Waivers</u>. No modification or waiver of any provision of this Agreement is valid unless in writing signed by a majority of all Participants eligible to participate in CBG-NATO. No departure from the terms of this Agreement will obligate CBG-NATO to permit any subsequent departure; no waiver by CBG of any of the terms of this Agreement or any breach by any Participant will obligate CBG to waive thereafter any of said terms or any subsequent breach.
- (h) <u>Counterparts</u>. This Agreement may be executed in multiple counterparts each of which will be deemed an original, but all of which together shall constitute one and the same instrument.
- (i) <u>Captions</u>. The captions herein are inserted for convenience only and shall not define, limit, extend or describe the scope of this Agreement or any provision hereof, or otherwise affect the construction hereof.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have set their hand and seals the day and year first above written.

| CINEMA BUYING GROUP-NATO | |
|---|--|
| By: Managing Director | |
| Program Participant | |
| By: | |
| Title: | |
| Participant Address, Telephone and Email: | |
| | |
| | |
| | |