

ACQUIRED STILL PHOTOGRAPH/FOOTAGE/CLIP LICENSE

Name: Hidalgo County Sheriff's Office ("Licensor")
Address: 711 El Cibolo Rd., Edinburg, Texas 78541

Date: June 30, 2014
Phone: (956)383-8114
Email: public.info@hidalgoso.org

Description of Incident Date May 6, 2012
Footage/Still/Clip:

1. **GRANT OF RIGHTS:** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor hereby irrevocably and unconditionally grants to Cineflix (I Survived 2) Inc. ("Producer") and its parent, subsidiaries, successors, licensees and assigns, the right to incorporate the

Film Footage Video Footage Still Photograph(s) Audio Clip

described above (the "Property") in any manner Producer sees fit in Producer's film or video production tentatively entitled "*Surviving Evil*" (the "Production"), and to use the Property as so incorporated in the Production in the distribution, sale, licensing, marketing, advertising, promotion, publication, exhibition and other exploitation of the Production and other film or video productions in all markets and media (now known or hereafter developed) throughout the universe, an unlimited number of times in perpetuity.

2. **REPRESENTATIONS AND WARRANTIES:** Licensor warrants and represents to Producer that: (a) Licensor has the right to grant all rights granted herein and the authorization of no other party is necessary for this Agreement to be fully valid and effective; (b) Producer's use of the Property as permitted herein will not infringe on the rights of any third party, constitute a breach of any contract or duty of confidence or constitute a contempt of court; (c) Licensor is at least eighteen (18) years of age and is under no physical, mental or legal disability that would prevent Licensor from freely and lawfully entering into this Agreement; and (d) Licensor shall keep all information relating to the Production confidential and shall not, without the prior written consent of Producer, give any interview or make, give or release any statement for publication by any means (including, without limitation, via social networking or other Internet websites) relating to the Production, Producer and/or this Agreement.
3. **INDEMNIFICATION:** To the extent permitted under the Constitution and the laws of the State of Texas, Licensor will indemnify and hold Producer and its related and affiliated entities, agents, employees, directors, officers, shareholders, representatives, assigns and licensees, harmless from and against any and all claims, demands, actions, liabilities, damages, costs and expenses (including legal expenses) arising out of any breach or alleged breach by Licensor of any term of this Agreement.
4. **ACKNOWLEDGEMENTS:** Licensor hereby acknowledges and agrees that: (a) this Agreement may be freely assigned by Producer; (b) Licensor shall not be entitled for any reason enjoin, restrain or otherwise impair the exercise of any of the rights and privileges granted to Producer, nor to enjoin, restrain or otherwise impair Producer's property or assets, or the development, production, exhibition and/or exploitation of the Production, including without limitation, any advertising, publicity or promotion in connection therewith. For clarity and without limiting the foregoing, if there is a breach of this Agreement by Producer, Licensor may only claim money damages and Licensor shall not be entitled to any form of injunctive or equitable relief; and (c) in signing this Agreement, Licensor is not relying on any representations or other statements made by anyone that are not contained in this Agreement, including any representations about the nature of the Production, the process of filming, or the Production participants; and (d) nothing herein requires Producer to use the Property in or in connection with the Production or otherwise.
5. **GENERAL TERMS:** This Agreement contains the entire understanding between the parties hereto relating to the subject matter herein and supercedes all prior understandings. This Agreement can only be amended in writing signed by both parties. This Agreement may be signed by facsimile or other electronic signature. This Agreement shall enure to the benefit of and be binding upon Licensor's heirs, executors, administrators and successors. If any part of this Agreement is found to be illegal or invalid for any reason, the Agreement shall be construed as if the invalid or illegal provision had been deleted and the balance of the Agreement shall remain in full force. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The courts of Hidalgo County, Texas shall be the exclusive jurisdiction to hear any matters arising out of this Agreement.

[Signature page to follow]

AGREED AND ACCEPTED as of the date first written above.

Licensors

Cineflix (I Survived 2) Inc.

By: _____
Authorized Signatory

By: _____
Authorized Signatory

Print Name: Jose E. "Eddie" Guerra

110 Spadina Avenue, Suite 400
Toronto, ON M5V 2K4
Tel: 416-504-7317

Title: Hidalgo County Sheriff

Approved as to form:
Office of Criminal District Attorney
Hidalgo County, Texas

By: _____
Josephine Ramirez Solis
Assistant District Attorney

* * *

**(IF LICENSOR IS UNDER 18 YEARS OLD,
LICENSOR'S PARENT OR LEGAL GUARDIAN MUST SIGN BELOW)**

I hereby warrant that I am the parent or legal guardian of the above-named person to whom this Agreement applies and that I have legal authority to sign this Agreement. I hereby agree that I and the said minor will be bound by all the provisions contained herein and I will indemnify Producer against all claims, liability and expense respecting said Agreement.

Signature: _____

Print Name: _____

Address: _____

Phone: _____

E-mail: _____

Date: _____

FOR PRODUCER USE ONLY

SHOOTING LOCATION/STORY OR EPISODE REFERENCE: _____