

1. Tickets. Phoenix Big Cinemas will sell to Buyer, and Buyer will purchase from Phoenix Big Cinemas, the Supersaver Tickets or Premium Supersaver Tickets specified on the front of the agreement, all in accordance with the terms and condition of this Agreement.

2. Purchase Price. The purchase price for each Ticket will be indicated on the front hereof. Upon the execution and delivery of this Agreement, Buyer will pay Phoenix Big Cinemas the total sum indicated on the front of this Agreement for the Tickets purchased hereunder, together with a \$15.00 shipping and handling charge (if being shipped).

3. Expiration Date. Each Ticket purchased here under will have no expiration date.

4. Delivery. The Tickets purchased hereunder will be delivered to Buyer, at Buyer's address reference in this Agreement; on or before 10 days after the date Phoenix Big Cinemas receives the purchase price hereunder.

5. Rights and Obligations. Upon presentation and surrender of a Ticket by an authorized holder thereof, all in accordance with the terms of the Agreement, Phoenix Big Cinemas will afford to such holder all of the rights and privileges normally afforded a Phoenix Big Cinemas theatre patron purchasing one ticket for regular admission to a single motion picture theatre performance at such theatre. Super saver tickets will not be honored during the first 10 days of any first run engagement nor will Supersaver Tickets be honored for special attractions. Not with standing anything in this Agreement to the contrary, Tickets will not be honored for motion pictures where prohibited by contractual obligations.

6. Legend. Supersaver Tickets will bear a legend substantially as follows: "Valid for one box office admission. Maybe redeemed at any participating Phoenix Big Cinemas nationwide. Present at box office. Management reserves the right to revoke the license granted this ticket by refunding purchase price." Supersaver tickets will also have additional language as follows: "This Ticket can not be used during the first 10 days of a first run engagement. Not good for special attractions, road show engagements or motion pictures where prohibited by contractual obligations." Premium Supersavers do not have film restrictions.

7. Name. Buyer will not use or permit to be used Phoenix Big Cinemas or Phoenix Theatres name, logo, trademark or any derivation thereof, (collectively, "Phoenix Big Cinemas Marks"), in any advertisement, promotion, display or other communication without prior written approval of Phoenix Big Cinemas, which approval may be with held in the sole discretion of Phoenix Big Cinemas. Except for such approved uses, Buyer will not use or permit to be used Phoenix Big Cinemas Marks for any purpose whatsoever, directly or indirectly, including, without limitation, (i) for the purpose of promoting, advertising, selling or distributing the Tickets; or (ii) for any purpose which may be viewed as an endorsement by Phoenix Big Cinemas of the good or services of Buyer or any other person or equity.

8. Indemnity. Buyer will indemnify, defend and hold Phoenix Big Cinemas harmless from and against any and all claims, liabilities, judgments or other expenses, including reasonable attorney's fees, caused by or arising out of the Tickets purchased hereunder, except to the extent arising out of the negligent acts or omissions of Phoenix Theatres.

9. Theatre Ownership. The rights afforded to Buyer under this Agreement and the Tickets purchased here under will be valid solely at theatres owned or managed solely by Phoenix Big Cinemas, and upon the sale or other transfer of the business conducted by Phoenix Big Cinemas at any such theatre, such right will automatically terminate with respect to such theatre.

10. Notices. Any notice or other communication with either party given hereunder will be in writing in order to be effective, and may be personally delivered or give neither by reputable overnight courier with adequate receipts or by United States Certified Mail, return receipt requested, postage prepaid, addressed as indicated on the front of the Agreement, subject to the right of either party to designate a different address or addresses for itself by notice similarly given. Any such notice or communication will be deemed given upon receipt, if personally delivered or given by over night courier, or 48 hours, after being deposited in the United States Certified Mail, all in the manner required hereunder.

11. No Refunds or Replacements. Phoenix Big Cinemas will not pay any refund to Buyer or any holder of a Ticket including without limitation a refund for any unused, mutilated Ticket. Tickets will not be extended at the box office.

12. Miscellaneous. This agreement constitutes the entire agreement between the parties with respect to the subject matter here in, and supersedes all prior or contemporaneous agreements, written or oral, between such parties with respect to such subject matter. The Agreement and the terms and provision here of will insure to the benefit of and be binding upon the successors and permitted assigns of the parties here to and, unless amended with respect thereto, will apply to any and all Tickets purchased by Buyer from and after the date hereto. No modification, revision, or extension of the Agreement will have any affect unless in writing and executed by both parties. The Agreement will be governed by the laws of the State of Tennessee. The prevailing party in any legal proceeding brought to enforce rights hereunder will recover from the other party its reasonable attorneys' fees and cost, whether or not such costs are incurred before or after the filing of suit. This Agreement may be executed in any number of counterparts, which together will constitute the Agreement of the Parties.