

INTERNATIONAL DISTRIBUTION LICENSE AGREEMENT

This Distribution License Agreement ("**Agreement**") is made as of February 20, 2018 ("**Execution Date**"), between Metropolitan Filmexport SAS, located at 29 rue Galilée, 75116 Paris, France ("**Licensor**") c/o its agent, FilmNation International, LLC, located at 150 West 22nd Street, 9th Floor, New York, NY 10011, Phone: +1 917 484 8900; Email: legal@filmnation.com ("**Agent**"), and the party named below ("**Distributor**," and collectively with Licensor and Agent, the "**Parties**"), as follows:

1. **DISTRIBUTOR:** Keano LLC

2. **PICTURE:** currently entitled, "LUCKY DAY."

3. **TERRITORY:** C.I.S. (ARMENIA, AZERBAIJAN, BELARUSSIA, GEORGIA [including ABKHAZIA and SOUTH OSSETIA], MOLDOVA (it being understood that Romanian-Speaking MOLDOVA shall be licensed to Distributor on a non-exclusive basis, with Licensor reserving the right to license Romanian-speaking Moldova non-exclusively to a third-party distributor), KAZAKHSTAN, KYRGYZSTAN, RUSSIA, TAJIKISTAN, TURKMENISTAN, UKRAINE and UZBEKISTAN) and THE BALTICS (ESTONIA, LATVIA, and LITHUANIA) (it being understood that the Baltics shall be licensed to Distributor on a non-exclusive basis with Licensor reserving the right to license the Baltics non-exclusively to a third-party distributor). Distributor and Licensor hereby agree that the Territory:
 - (a) Includes the countries listed in this Agreement, but only as their political borders exist on the date of this Agreement;
 - (b) Excludes (i) foreign countries' embassies, military and governmental installations, oil rigs and marine installations located within the Territory, and (ii) airlines-in-flight and ships-at-sea; and
 - (c) Includes the military and governmental installations, oil rigs and marine installations, and embassies of the Territory wherever located.

4. **TERM.** For all rights licensed herein, the Term shall commence on the date set forth above, and continue for twelve (12) years following the date of Licensor's written notice ("**Notice of Delivery**") to Distributor that Licensor is ready to make "Initial Delivery" (as defined below) of the "Initial Materials" (as defined below).

6. **AUTHORIZED LANGUAGE(S)**. Original version sub-titled, voice-overed, and/or dubbed in all languages in which motion pictures are customarily distributed in the Territory.

9. **LICENSED RIGHTS/RESERVED RIGHTS:**

(a) **Licensed Rights.** Subject to timely payment in full of the Minimum Guarantee (without deduction or offset of any kind), Licensor hereby licenses to Distributor the following exclusive distribution rights (unless otherwise noted below) to the Picture, for the Territory for the duration of the Term and in the Authorized Language(s) (the "Licensed Rights"):

<u>Licensed</u>	<u>Reserved</u>
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Cinematic Rights:

Theatrical	X
Non-Theatrical	X
Public Video	X

Ancillary Rights:

Airline	NO	X
Ship	NO	X
Hotel	X	

Home Video Rights:

Home Video Rental	X
Home Video Sell-Through	X

Television Rights* (granted for unlimited runs) (including Terrestrial, Cable and Satellite):

Pay TV	X
Free TV	X
Pay-Per-View and Near Video-on-Demand	X
SVOD	X

Video on Demand Rights:

Electronic Rental/Download to Rent/TVOD	X
Electronic Sell-Through/Download to Own	X
Free Video on Demand	X
Advertiser Supported Video on Demand	X

*Distributor may exploit (or authorize the exploitation of, if applicable) IPTV during the Term if television broadcasters in the Territory make their broadcasts simultaneously available on the Internet, provided that Internet availability of the Picture shall only occur (i) simultaneously with a television broadcast of the Picture, and (ii) via an encrypted transmission only.

30. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of which such counterpart shall be deemed to be an original but all such counterparts shall together constitute but one and the same agreement. Any signature page to this Agreement (or any amendment thereto) transmitted electronically in either a Tagged Image Format File ("**TIFF**") or Portable Document Format ("**PDF**") shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

KEANO LLC
(Distributor)

By: Irina Shmeleva
Its: managing member

FILMNATION INTERNATIONAL, LLC
as agent for Metropolitan Filmexport SAS

By: _____
Its: _____

METROPOLITAN FILMEXPORT SAS
(Licensor)

By: _____
Its: President