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CLIP LICENSE

DATED:

August 28, 2009

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LICENSEE:

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The parties agree that all claims and disputes in connection with this agreement shall be resolved by final and binding arbitration in the County of Los Angeles administered by JAMS in accordance with its Streamlined Arbitration Rules and Procedures or subsequent versions thereof (the "JAMS Rules"). The JAMS Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be an arbitrator experienced in the entertainment industry and licensed to practice law in California. The parties agree that the remedy for any claim brought pursuant to this Agreement shall be limited to actual damages, and in no event shall any party be entitled to recover punitive or exemplary damages or to rescind this Agreement or seek injunctive or other equitable relief.

Licensee may assign or transfer this agreement or all or any part of its rights hereunder to any person, firm or corporation. Licensor agrees that Licensor shall not have the right to assign or transfer this agreement without the consent of Licensee.

This agreement constitutes the entire agreement between the parties and cannot be modified except by a written instrument signed by the parties. Unless and until the parties enter into a more formal agreement, this agreement shall constitute a binding agreement between the parties, shall supersede any prior or contemporaneous agreements or understandings, and may not be waived or amended, except by a written instrument. This agreement may be executed in one or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same agreement.

ACCEPTED AND AGREED:

DOUBLE TIME PRODUCTIONS, INC.	BILL BEATY
By:	By: Quellin J Beat 9/14/09
Its:	Its: