

FOIA Marker

This is not a textual record. This FOIA Marker indicates that material has been removed during FOIA processing by George W. Bush Presidential Library staff.

Counsel's Office, White House

Elwood, Courtney Simmons

Stack:	Row:	Sect.:	Shelf:	Pos.:	FRC ID:	Location or Hollinger ID:	NARA Number:	OA Number:
W	19	21	5	1	9898	22761	3824	3965

Folder Title:

Movie Night: "The Mexican"

Withdrawn/Redacted Material

The George W. Bush Library

DOCUMENT NO.	FORM	SUBJECT/TITLE	PAGES	DATE	RESTRICTION(S)
001	Memorandum	Expenses Incurred During the "The Mexican" [with attachment] - To: Gary Walters - From: Courtney Simmons Elwood	2	06/21/2001	P5; P6/b6;
002	Memorandum	Party Expenses Incurred During Showing of "The Mexican" - To: Andy Card - From: Alberto Gonzales	1	05/31/2001	P5; P6/b6;
003	Memorandum	Party Expenses Incurred During Showing of "The Mexican" - To: Andy Card - From: Alberto Gonzales	1	05/31/2001	P5; P6/b6;
004	Memorandum	Party Expenses Incurred During Showing of "The Mexican" - To: Andy Card - From: Alberto Gonzales	1	05/31/2001	P5; P6/b6;
005	Draft	Party Expenses Incurred During Showing of "The Mexican" - To: Andy Card - From: Alberto Gonzales	1	05/29/2001	P5; P6/b6;

COLLECTION TITLE:

Counsel's Office, White House

SERIES:

Elwood, Courtney Simmons

FOLDER TITLE:

Movie Night: "The Mexican"

FRC ID:

9898

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
- P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
- P5 Release would disclose confidential advise between the President and his advisors, or between such advisors [(a)(5) of the PRA]
- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

Deed of Gift Restrictions

- A. Closed by Executive Order 13526 governing access to national security information.
- B. Closed by statute or by the agency which originated the document.
- C. Closed in accordance with restrictions contained in donor's deed of gift.

Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
- b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
- b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- b(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- b(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

Records Not Subject to FOIA

Court Sealed - The document is withheld under a court seal and is not subject to the Freedom of Information Act.

Withdrawn/Redacted Material

The George W. Bush Library

DOCUMENT NO.	FORM	SUBJECT/TITLE	PAGES	DATE	RESTRICTION(S)
006	Fax Cover Sheet	[Fax Cover Sheet] - To: Courtney Elwood - From: Cathy Fenton	1	05/22/2001	P5; P6/b6;
007	List	Movie Night	1	05/23/2001	PRM;
008	List	Movie Night	1	05/23/2001	PRM;

COLLECTION TITLE:
Counsel's Office, White House

SERIES:
Elwood, Courtney Simmons

FOLDER TITLE:
Movie Night: "The Mexican"

FRC ID:
9898

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
- P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
- P5 Release would disclose confidential advise between the President and his advisors, or between such advisors [(a)(5) of the PRA]
- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

Deed of Gift Restrictions

- A. Closed by Executive Order 13526 governing access to national security information.
- B. Closed by statute or by the agency which originated the document.
- C. Closed in accordance with restrictions contained in donor's deed of gift.

Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
- b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
- b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- b(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- b(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

Records Not Subject to FOIA

Court Sealed - The document is withheld under a court seal and is not subject to the Freedom of Information Act.

Withdrawal Marker

The George W. Bush Library

FORM	SUBJECT/TITLE	PAGES	DATE	RESTRICTION(S)
Memorandum	Expenses Incurred During the "The Mexican" [with attachment] - To: Gary Walters - From: Courtney Simmons Elwood	2	06/21/2001	P5; P6/b6;

**This marker identifies the original location of the withdrawn item listed above.
For a complete list of items withdrawn from this folder, see the
Withdrawal/Redaction Sheet at the front of the folder.**

COLLECTION:

Counsel's Office, White House

SERIES:

Elwood, Courtney Simmons

FOLDER TITLE:

Movie Night: "The Mexican"

FRC ID:

9898

OA Num.:

3965

NARA Num.:

3824

FOIA IDs and Segments:

2015-0140-F

RESTRICTION CODES**Presidential Records Act - [44 U.S.C. 2204(a)]**

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
- P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
- P5 Release would disclose confidential advise between the President and his advisors, or between such advisors [(a)(5) of the PRA]
- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

Deed of Gift Restrictions

- A. Closed by Executive Order 13526 governing access to national security information.
- B. Closed by statute or by the agency which originated the document.
- C. Closed in accordance with restrictions contained in donor's deed of gift.

Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
- b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
- b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- b(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- b(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

Records Not Subject to FOIA

Court Sealed - The document is withheld under a court seal and is not subject to the Freedom of Information Act.

Withdrawal Marker

The George W. Bush Library

FORM	SUBJECT/TITLE	PAGES	DATE	RESTRICTION(S)
Memorandum	Party Expenses Incurred During Showing of "The Mexican" - To: Andy Card - From: Alberto Gonzales	1	05/31/2001	P5; P6/b6;

**This marker identifies the original location of the withdrawn item listed above.
For a complete list of items withdrawn from this folder, see the
Withdrawal/Redaction Sheet at the front of the folder.**

COLLECTION:

Counsel's Office, White House

SERIES:

Elwood, Courtney Simmons

FOLDER TITLE:

Movie Night: "The Mexican"

FRC ID:

9898

OA Num.:

3965

NARA Num.:

3824

FOIA IDs and Segments:

2015-0140-F

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
- P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
- P5 Release would disclose confidential advise between the President and his advisors, or between such advisors [(a)(5) of the PRA]
- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

Deed of Gift Restrictions

- A. Closed by Executive Order 13526 governing access to national security information.
- B. Closed by statute or by the agency which originated the document.
- C. Closed in accordance with restrictions contained in donor's deed of gift.

Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
- b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
- b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- b(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- b(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

Records Not Subject to FOIA

Court Sealed - The document is withheld under a court seal and is not subject to the Freedom of Information Act.

Withdrawal Marker

The George W. Bush Library

FORM	SUBJECT/TITLE	PAGES	DATE	RESTRICTION(S)
Memorandum	Party Expenses Incurred During Showing of "The Mexican" - To: Andy Card - From: Alberto Gonzales	1	05/31/2001	P5; P6/b6;

**This marker identifies the original location of the withdrawn item listed above.
For a complete list of items withdrawn from this folder, see the
Withdrawal/Redaction Sheet at the front of the folder.**

COLLECTION:

Counsel's Office, White House

SERIES:

Elwood, Courtney Simmons

FOLDER TITLE:

Movie Night: "The Mexican"

FRC ID:

9898

OA Num.:

3965

NARA Num.:

3824

FOIA IDs and Segments:

2015-0140-F

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
- P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
- P5 Release would disclose confidential advise between the President and his advisors, or between such advisors [(a)(5) of the PRA]
- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

Deed of Gift Restrictions

- A. Closed by Executive Order 13526 governing access to national security information.
- B. Closed by statute or by the agency which originated the document.
- C. Closed in accordance with restrictions contained in donor's deed of gift.

Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
- b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
- b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- b(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- b(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

Records Not Subject to FOIA

Court Sealed - The document is withheld under a court seal and is not subject to the Freedom of Information Act.

Withdrawal Marker

The George W. Bush Library

FORM	SUBJECT/TITLE	PAGES	DATE	RESTRICTION(S)
Memorandum	Party Expenses Incurred During Showing of "The Mexican" - To: Andy Card - From: Alberto Gonzales	1	05/31/2001	P5; P6/b6;

**This marker identifies the original location of the withdrawn item listed above.
For a complete list of items withdrawn from this folder, see the
Withdrawal/Redaction Sheet at the front of the folder.**

COLLECTION:

Counsel's Office, White House

SERIES:

Elwood, Courtney Simmons

FOLDER TITLE:

Movie Night: "The Mexican"

FRC ID:

9898

OA Num.:

3965

NARA Num.:

3824

FOIA IDs and Segments:

2015-0140-F

RESTRICTION CODES**Presidential Records Act - [44 U.S.C. 2204(a)]**

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
- P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
- P5 Release would disclose confidential advise between the President and his advisors, or between such advisors [(a)(5) of the PRA]
- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

Deed of Gift Restrictions

- A. Closed by Executive Order 13526 governing access to national security information.
- B. Closed by statute or by the agency which originated the document.
- C. Closed in accordance with restrictions contained in donor's deed of gift.

Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
- b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
- b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- b(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- b(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

Records Not Subject to FOIA

Court Sealed - The document is withheld under a court seal and is not subject to the Freedom of Information Act.

Withdrawal Marker

The George W. Bush Library

FORM	SUBJECT/TITLE	PAGES	DATE	RESTRICTION(S)
Draft	Party Expenses Incurred During Showing of "The Mexican" - To: Andy Card - From: Alberto Gonzales	1	05/29/2001	P5; P6/b6;

**This marker identifies the original location of the withdrawn item listed above.
For a complete list of items withdrawn from this folder, see the
Withdrawal/Redaction Sheet at the front of the folder.**

COLLECTION:

Counsel's Office, White House

SERIES:

Elwood, Courtney Simmons

FOLDER TITLE:

Movie Night: "The Mexican"

FRC ID:

9898

OA Num.:

3965

NARA Num.:

3824

FOIA IDs and Segments:

2015-0140-F

RESTRICTION CODES**Presidential Records Act - [44 U.S.C. 2204(a)]**

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
- P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
- P5 Release would disclose confidential advise between the President and his advisors, or between such advisors [(a)(5) of the PRA]
- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

Deed of Gift Restrictions

- A. Closed by Executive Order 13526 governing access to national security information.
- B. Closed by statute or by the agency which originated the document.
- C. Closed in accordance with restrictions contained in donor's deed of gift.

Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
- b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
- b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- b(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- b(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

Records Not Subject to FOIA

Court Sealed - The document is withheld under a court seal and is not subject to the Freedom of Information Act.

Withdrawal Marker

The George W. Bush Library

FORM	SUBJECT/TITLE	PAGES	DATE	RESTRICTION(S)
Fax Cover Sheet	[Fax Cover Sheet] - To: Courtney Elwood - From: Cathy Fenton	1	05/22/2001	P5; P6/b6;

**This marker identifies the original location of the withdrawn item listed above.
For a complete list of items withdrawn from this folder, see the
Withdrawal/Redaction Sheet at the front of the folder.**

COLLECTION:

Counsel's Office, White House

SERIES:

Elwood, Courtney Simmons

FOLDER TITLE:

Movie Night: "The Mexican"

FRC ID:

9898

OA Num.:

3965

NARA Num.:

3824

FOIA IDs and Segments:

2015-0140-F

RESTRICTION CODES**Presidential Records Act - [44 U.S.C. 2204(a)]**

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
- P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
- P5 Release would disclose confidential advise between the President and his advisors, or between such advisors [(a)(5) of the PRA]
- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

Deed of Gift Restrictions

- A. Closed by Executive Order 13526 governing access to national security information.
- B. Closed by statute or by the agency which originated the document.
- C. Closed in accordance with restrictions contained in donor's deed of gift.

Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
- b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
- b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- b(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- b(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

Records Not Subject to FOIA

Court Sealed - The document is withheld under a court seal and is not subject to the Freedom of Information Act.

Withdrawal Marker

The George W. Bush Library

FORM	SUBJECT/TITLE	PAGES	DATE	RESTRICTION(S)
List	Movie Night	1	05/23/2001	PRM;

**This marker identifies the original location of the withdrawn item listed above.
For a complete list of items withdrawn from this folder, see the
Withdrawal/Redaction Sheet at the front of the folder.**

COLLECTION:

Counsel's Office, White House

SERIES:

Elwood, Courtney Simmons

FOLDER TITLE:

Movie Night: "The Mexican"

FRC ID:

9898

OA Num.:

3965

NARA Num.:

3824

FOIA IDs and Segments:

2015-0140-F

RESTRICTION CODES**Presidential Records Act - [44 U.S.C. 2204(a)]**

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
- P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
- P5 Release would disclose confidential advise between the President and his advisors, or between such advisors [(a)(5) of the PRA]
- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

Deed of Gift Restrictions

- A. Closed by Executive Order 13526 governing access to national security information.
- B. Closed by statute or by the agency which originated the document.
- C. Closed in accordance with restrictions contained in donor's deed of gift.

Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
- b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
- b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- b(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- b(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

Records Not Subject to FOIA

Court Sealed - The document is withheld under a court seal and is not subject to the Freedom of Information Act.

Withdrawal Marker

The George W. Bush Library

FORM	SUBJECT/TITLE	PAGES	DATE	RESTRICTION(S)
List	Movie Night	1	05/23/2001	PRM;

**This marker identifies the original location of the withdrawn item listed above.
For a complete list of items withdrawn from this folder, see the
Withdrawal/Redaction Sheet at the front of the folder.**

COLLECTION:

Counsel's Office, White House

SERIES:

Elwood, Courtney Simmons

FOLDER TITLE:

Movie Night: "The Mexican"

FRC ID:

9898

OA Num.:

3965

NARA Num.:

3824

FOIA IDs and Segments:

2015-0140-F

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
- P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
- P5 Release would disclose confidential advise between the President and his advisors, or between such advisors [(a)(5) of the PRA]
- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

Deed of Gift Restrictions

- A. Closed by Executive Order 13526 governing access to national security information.
- B. Closed by statute or by the agency which originated the document.
- C. Closed in accordance with restrictions contained in donor's deed of gift.

Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
- b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
- b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- b(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- b(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

Records Not Subject to FOIA

Court Sealed - The document is withheld under a court seal and is not subject to the Freedom of Information Act.

THE WHITE HOUSE
WASHINGTON

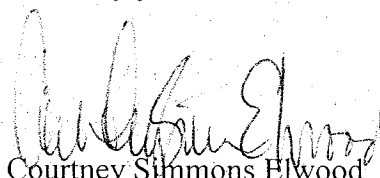
November 8, 2001

Dear Mr. Prassis:

We recently received from you the enclosed Master License Agreement. I believe this Agreement was sent to the White House in error. I do not believe that the White House could be considered an "Exhibitor" as the term is used in the Agreement, nor should it be subject to the terms and conditions of the Agreement.

If you disagree or wish to discuss the matter further, please do not hesitate to call me at 202-456-1984.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Courtney Simmons Elwood". The signature is fluid and cursive, with the first name being the most prominent.

Courtney Simmons Elwood
Associate Counsel to the President

Tom Prassis
Vice President of Product Sales
Sony Pictures Classics Inc.
550 Madison Avenue, 8th Floor
New York, NY 10022

Enclosure

**THE WHITE HOUSE
CORRESPONDENCE TRACKING WORKSHEET**

DATE RECEIVED: 11/6/2001

NAME OF CORRESPONDENT: Tom Prassis

SUBJECT: New Master License Agreement

ROUTE TO:		ACTION		DISPOSITION		
OFFICE/AGENCY	(STAFF NAME)	ACTION CODE	DATE M/D/YR	TYPE RESP	C D	COMPLETED M/D/YR

CUGONZ	A	4/28/2001	C	
--------	---	-----------	---	--

ACTION COMMENTS:

Helgi	A			
-------	---	--	--	--

ACTION COMMENTS: Pls forward to Courtney. 11/7/01

		/ /		/ /
--	--	-----	--	-----

ACTION COMMENTS:

		/ /		/ /
--	--	-----	--	-----

ACTION COMMENTS:

COMMENTS:

ADDITIONAL CORRESPONDENTS:

MEDIA:

Original Office

JUN 13 2001

April 28, 2001

Exhibitor Name: WHITE HOUSE
Address : 1600 PENN AVENUE NW
WASHINGTON, DC 20006

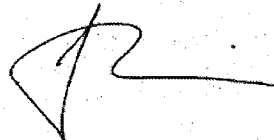
Re: New Master License Agreement

Dear Exhibitor:

Prompted in part by changes to our internal computer system demanded by the year 2000 computer problem, Sony Pictures Classic ("SPC") has created an updated version of our Master License Agreement ("MLA"). Effective April 28, 2001, this new MLA will govern SPC's theatrical course of dealing with each exhibitor which receives this document or otherwise has notice of its terms for all films licensed after that date. This MLA applies to all theaters presently and in the future owned, operated, managed or controlled directly or indirectly by exhibitor and/or its affiliates or its authorized film buyer or any other authorized agent ("Exhibitor").

We draw your attention in particular to paragraph V. of the MLA which sets forth the requirements for the "Reporting and Payment of Film Rental." Subparagraphs V. (b) and (c) establish the accounting requirements each Exhibitor must follow with respect to passes, readmissions, group activity tickets, refunds and free admissions. For example, all free admissions must be accounted for separately as passes; readmissions must be accounted for separately; group admission tickets must be identified separately and not included in other similarly priced categories; and clerical error at the theater, such as as overpunching, shall not be included as passes or refunds. Please be on notice that SPC intends to strictly enforce these reporting requirements. If SPC has reason to believe that an Exhibitor is not complying with these provisions, SPC intends to audit that Exhibitor for violations of this and any other provision of the MLA. We appreciate your voluntary cooperation with these reporting requirements.

Very truly yours,



Tom Prassis

THEATRICAL MASTER LICENCE AGREEMENT

This Theatrical Master License Agreement ("MLA") sets forth the standard terms by which Sony Pictures Classics Inc. ("SPC") licenses motion pictures for theatrical exhibition. The terms of this MLA shall be incorporated into each individual Confirmation/Invoice prepared and sent by SPC to the exhibitor identified herein ("Exhibitor"). Effective April 28, 2001, this MLA and the Confirmation/Invoice, taken together, shall constitute the terms by which SPC will offer to grant a limited copyright license to Exhibitor for motion pictures licensed by SPC.

THESE TERMS GOVERN SPC'S THEATRICAL COURSE OF DEALING WITH EACH EXHIBITOR WHICH RECEIVES THIS DOCUMENT OR OTHERWISE HAS NOTICE OF THESE TERMS.

For the purposes of this MLA: (a) "SPC" shall refer to Sony Pictures Classics Corporation, as distributor and agent for the copyright owners of all motion pictures that are the subject of this License; (b) "Exhibitor" shall include all theaters presently and in the future owned, operated, managed or controlled directly or indirectly by Exhibitor and/or its affiliates or its authorized film buyer or any other authorized agent; and (c) "Confirmation/Invoice" shall mean the document prepared and issued by SPC which sets forth the specific rental terms for each motion picture offered for license by SPC to Exhibitor, including the specific theater at which the Film is to be exhibited ("Theater"), screen(s) for each film ("Screen"), rental percentages ("Film Rental Percentages") and play dates of exhibition.

I. FORMATION OF LICENSE:

a. Delivery of a motion picture ("Film") to Exhibitor by any means of transmission or by print shall constitute an offer by SPC to Exhibitor for Exhibitor to exhibit such Film upon the terms contained in (1) this MLA; and (2) the Confirmation/Invoice ("Offer").

b. Exhibitor's receipt of the Film shall constitute acceptance of the Offer and each and every term of the Offer.

c. Upon acceptance, SPC grants and Exhibitor accepts a limited copyright license ("License") to exhibit each Film designated in the Confirmation/Invoice. The License consists of all terms set forth in the MLA and in the Confirmation/Invoice. The Film, including any trailers or rolling stock SPC (or its agent) attaches to the Film, shall be exhibited on the Screen during consecutive days during Exhibitor's normal operating hours. Such exhibition shall be without any cuts or alterations of any kind and without any interruption, except what is necessary for theater maintenance and entrance and exit of patrons. Exhibitor shall notify SPC in a timely manner of its regular operating hours and any changes to those hours. Exhibitor shall not change the Screen without SPC's permission.

II. LICENSE PERIOD:

The dates of exhibition of the Film shall be referred to as the "License Period". The License Period shall commence on the date specified in the Confirmation/Invoice or a date designated by SPC and shall continue for consecutive days during Exhibitor's normal operating hours. THE LICENSE PERIOD SHALL BE FIRM AND COMPLIANCE WITH THIS TERM SHALL BE OF THE ESSENCE. On or before the fourth day prior to the first day of the License Period, SPC may cancel or change that date for any reason whatsoever. The License Period may be extended by mutual agreement prior to the end of the License Period provided, however, that SPC may terminate any extension of the License Period on three day notice.

If SPC agrees, Exhibitor may substitute an alternative film during the License Period instead of the designated Film for specific purposes, *e.g.* to show a sneak preview or have a special screening. All revenues resulting from such exhibitions shall be included in Exhibitor's

reporting of the revenues owed to SPC in connection with the Film, but shall be differentiated by title.

III. CLEARANCE:

SPC has the sole and exclusive right, using its own business judgment, to determine which theater will exhibit each of its motion pictures. In exercising its business judgment, SPC does not grant an exclusivity term or "Clearance" in a specified geographic area. A Clearance shall be formed only if SPC agrees in writing to a written request for a Clearance by Exhibitor. If at any time SPC grants a Clearance requested by Exhibitor, Exhibitor agrees to and shall indemnify, defend and hold SPC harmless from any claims, suits, loss or damage (including reasonable attorneys' fees and costs of suit) resulting therefrom.

IV. FILM RENTAL OWED:

- a. The payments Exhibitor agrees to pay to SPC for the right to exhibit the Film shall be referred to as "Film Rental."
- b. Exhibitor shall remit to SPC as Film Rental the highest of:
 - i. the agreed weekly Film Rental Percentage of Gross Receipts (defined *infra*); or
 - ii. 90% of the net receipts computed by subtracting the negotiated sum known as the house allowance ("House Allowance") for the Screen from the weekly Gross Receipts.
 - iii. the royalty known as the per capita ("Per Capita") which is the product of the weekly Film Rental Percentage multiplied by the Exhibitor's Regular Admission Prices (defined *infra*) of patrons in each category. Per Capita will be charged on the first two weeks of the License Period, at minimum, unless notified otherwise by SPC. SPC, at its own discretion, may waive the Per Capita at any time.

c. For purposes of calculating Film Rental, "Gross Receipts" means all monies, exclusive only of admission taxes collected as required by law, received or deemed to have been received by Exhibitor for admission to Theater for the performance of the Film or when the Film should have been played, regardless of when paid.

d. That portion of the Gross Receipts received by Exhibitor which is equal to the Film Rental shall be held in trust by Exhibitor for SPC and shall be paid to SPC on the due date for such Film Rental. To effectuate the foregoing, all Gross Receipts received by Exhibitor with respect to any licensed motion picture shall be placed in a segregated account in the name of Exhibitor, as trustee for SPC (the "Trust Account"). Exhibitor may thereafter withdraw funds from the Trust Account, only to the extent that the balance remaining in the Trust Account shall at all times equal or exceed the aggregate amount of all unpaid Film Rentals that are due or will come due with respect to each License based on the Gross Receipts theretofore received for the subject motion picture, regardless of when such Film Rentals come due. Exhibitor shall not deposit any funds other than Gross Receipts in the Trust Account. Exhibitor shall provide SPC with a daily accounting of the balance in the Trust Account in sufficient detail to establish compliance with the foregoing requirements.

e. Exhibitor shall be liable to SPC for any loss of monies accruing to SPC, including theft of monies, fire or acts of nature.

f. Exhibitor shall independently set its own admission prices and notify SPC in a timely manner in the event of a change in Exhibitor's current box office prices in each category, *e.g.*, adult, child, student, senior, matinee, evening. Regular admission prices ("Regular Admission Prices") shall be the highest for each category of those posted at the box office, printed on the ticket, advertised, collected or notified to SPC.

g. When calculating the weekly Film Rental, the contracted percentage terms for the engagement will be applied in descending order to the play weeks, ranked from highest to lowest gross ("Floating Terms").

V. REPORTING AND PAYMENT OF FILM RENTAL:

a. Exhibitor shall use only serially numbered tickets with a separate series for each category (e.g., adult, child, student, senior, matinee or evening) that Exhibitor, in its sole discretion, chooses to designate. Said tickets shall list the name and location of the Theater and Screen, the price of the ticket classification, and the actual admission price and admission tax paid.

b. Exhibitor agrees to account to SPC for each person admitted to the Theater at each performance of the Film in a daily itemized box office report ("Box Office Report"). The Box Office Report must set forth the following information: the admission paid by each patron, the category for that patron, the opening and closing ticket numbers and the timing of the performance of the Film. In addition, all free admissions must be accounted for separately as passes ("Passes"). Readmissions must be accounted for separately. Any group admission ticket must be identified separately and not included in other similarly priced categories. Clerical error at the Theater, such as overpunching, shall not be included as Passes or refunds.

c. Exhibitor must account to SPC and pay the film license fee with respect to all persons admitted by passes in excess of 2% of the total number of persons admitted during any day on which the Film is exhibited as if such persons had paid Exhibitor's highest admission price for such date. SPC has the right to question and reject any Passes or other reduced or free admissions that it deems inappropriate, excessive or unreasonable.

d. The Box Office Report shall be transmitted by any means requested by SPC at the end of each play week.

- e. The parties may from time to time enter into an electronic trading partner agreement (“Trading Partner Agreement”) governing the electronic exchange of documents between the parties, including transmission of Confirmation/Invoices and Box Office Reports. The terms of the most recent Trading Partner Agreement executed by the parties shall be incorporated in each License.
- f. SPC may request that Exhibitor report Gross Receipts daily by telephone or other means.
- g. Film rental is due at the conclusion of each week’s engagement of each Film, unless a shorter or longer time is required or agreed to by SPC.
- h. SPC’s acceptance of payments is without prejudice to its right to contest the accuracy of the Box Office Reports, the amount of Gross Receipts, and/or total monies owed to SPC. All payments shall be deemed to be on account of the total monies due and no endorsement or statement on any check or letter in connection with any payment shall be deemed an accord or satisfaction or otherwise waive or modify SPC’s right to contest accuracy of Box Office Reports.
- i. Any advance, fixed or guaranteed, specified in the Confirmation/Invoice shall be paid fourteen (14) days prior to the shipment of the print or transmission of the Film.
- j. Exhibitor agrees to pay SPC an amount equal to the aggregate of all taxes imposed or based upon the license, delivery, exhibition, possession or use by Exhibitor of the print of any Film. This obligation is in addition to payment of Film Rental and any amounts paid shall not be deducted from Gross Receipts. The word “tax” as used in this paragraph includes taxes, fees, assessments, imposts, levies, excises or other charges imposed by any governmental body, however denominated. SPC may estimate the amount of taxes owed and Exhibitor shall pay such amount on account, subject to adjustment, upon final assessment of the tax. Refunds

obtained by Exhibitor from any taxing authority on account of taxes collected on a Film shall be included in Gross Receipts.

VI. ENFORCEMENT OF "MPAA" RATINGS:

Exhibitor must take all reasonable steps to ensure that tickets are sold in compliance with the ratings standards established by the Motion Picture Association of America. In particular, Exhibitor must take all reasonable steps to ensure that individuals under the age of 17 are not admitted to a film that has been given an "R" rating by the Motion Picture Association of America unless they are accompanied by a parent or adult guardian. This shall include requesting and checking a patron's proof of age before selling a ticket to an "R" rated film and verifying that each patron is admitted to the film for which he or she purchased a ticket.

VII. SPC'S ACCESS TO PREMISES:

SPC's authorized representative shall have the right, at reasonable times, to inspect the premises and equipment of Exhibitor for the following purposes:

- a. to evaluate all audio visual equipment and the like for SPC's exhibition, specification and approval;
- b. to evaluate Exhibitor's facilities and amenities;
- c. to locate and remove any print detained after the expiration or termination of the License;
- d. to check attendance and ticket sales and all equipment and facilities related thereto;
- e. to examine Exhibitor's books and records of any kind relating to the operation of Exhibitor's business; and
- f. to remove prints for non-payment of monies owed or any other breach of the License.

VIII. RETENTION AND AUDIT OF BOOKS AND RECORDS:

Exhibitor shall preserve and make available for examination by SPC, or its authorized representative, complete and accurate books and records regarding operation of Exhibitor's business, including but not limited to, ticket stubs and admission records. SPC shall have the right to audit such books and records with respect to the Film for at least six years after the end of the exhibition of that Film. Exhibitor shall reimburse SPC for its audit costs, attorneys fees, costs of suit and collection agency fees when the audit reveals underreporting by Exhibitor.

IX. DELIVERY, PICK-UP AND RETURN OF PRINTS:

SPC shall deliver prints or copies of the Film to Exhibitor, at Exhibitor's expense, at the Theater or at another location designated by SPC for pick-up by Exhibitor or Exhibitor's carrier. Immediately following the last exhibition date, whether the date specified in the License or on earlier termination of the License Period, Exhibitor shall return the print, adequately valued and insured, to the previously designated pick-up location, at Exhibitor's expense. Exhibitor may be directed to ship the print to another location, transportation charges collect, at SPC's expense. Time is of the essence in return of the print. Exhibitor shall be liable for any loss or consequential damage caused to SPC or caused to another exhibitor designated to receive shipment if Exhibitor fails to ship or delays shipment of the print.

X. PRINTS AND DAMAGE TO PRINTS:

Prints are, and shall remain, the exclusive property of SPC at all times. Exhibitor shall not permit any lien, charge, pledge, mortgage or other encumbrance to attach to any print. Once Exhibitor accepts delivery, Exhibitor shall be responsible for, and pay the cost of replacement of each print or each case or reel that is lost, stolen, destroyed or damaged in any way, reasonable wear and tear excepted ("Damage"), during the interval between delivery to and return of the

print by Exhibitor, without regard to fault. If at the time of delivery and prior to Exhibitor's acceptance of a print Exhibitor claims the print is damaged, Exhibitor shall notify SPC by the fastest means available at SPC attention: Print Department, of any Damage to a print, case or reel immediately upon such event, or any claim by Exhibitor with respect to the condition of the print shall be deemed waived. Exhibitor shall notify SPC of Damage which occurred prior to delivery of the print upon Exhibitor's first exhibition of the print or the Damage shall be deemed to have been caused by Exhibitor.

XI. SECURITY:

Exhibitor shall take all steps necessary to prevent duplication, piracy, conversion, or theft of any Film, notify SPC immediately of such occurrence and cooperate with authorities to investigate same. Exhibitor shall take all steps necessary to prevent the recording of a Film by a camcorder or other means during each exhibition of the Film. Exhibitor shall not cut or alter the print nor copy, duplicate, sublicense or relinquish control of the print or other transmission of the Film. Exhibitor shall be liable for damage to SPC caused by duplication, piracy, conversion or theft as a result of Exhibitor's negligent or intentional act or omission.

XII. ADVERTISING MATERIALS:

Exhibitor shall only advertise a Film by using SPC's issued advertising materials and shall use such advertising materials for the sole and exclusive purpose of promoting the Film. Exhibitor shall not alter or modify SPC's advertising materials for any Film unless authorized by SPC or its authorized advertising agency in writing, and shall use such advertising only as authorized. Exhibitor is not authorized to sell, offer for sale or give away any advertising material, including, but not limited to, standees, posters and trailers.

Exhibitor shall not sell or permit any sale or distribution of materials or merchandise pertaining to or in connection with the Film, or the actors, companies or products associated with the Film, unless approved in writing by SPC. Exhibitor shall indemnify and hold SPC harmless from any claim against SPC that results from Exhibitor's breach of this provision.

Exhibitor shall pay for all advertising for the Film except as otherwise agreed. If Exhibitor participates in a cooperative advertising campaign with SPC, the costs of such advertising will be shared as mutually agreed by SPC and Exhibitor. Money owned to SPC for cooperative advertising will be treated as Film Rental for all purposes.

XIII. ON SCREEN ADVERTISING:

SPC has the right to prohibit paid or other advertising it deems inappropriate from playing prior to, during or following the exhibition of the Film, regardless of the particular Screen for which the Film is licensed. Exhibitor shall not exhibit any rolling stock advertising on-screen (other than motion picture trailers, Exhibitor's promotional ad, theatrical sound system ads or soundless advertising slides).

XIV. EXHIBITOR'S REMEDIES:

Exhibitor shall not seek to enjoin or be entitled to an injunction to enjoin SPC's distribution of any Film for any reason, including any purported breach of the License. Exhibitor agrees that its remedies with respect to an action arising out of or related to any License shall be limited to seeking only liquidated damages ("Liquidated Damages") (which are defined in section XV(b) below) in an action at law.

XV. SPC'S REMEDIES:

a. In the event that: (i) Exhibitor breaches or fails to comply with any of the provisions of the License; (ii) Exhibitor becomes insolvent or fails to pay its debts as they become due; (iii) a

petition or case by or against Exhibitor is filed under the United States Bankruptcy Code or any successor statute or under any other law of any jurisdiction for the relief or reorganization of debtors; (iv) a receiver is appointed for any of Exhibitor's property; or (v) Exhibitor or any corporation, limited liability company, partnership, or the business entity controlled by, controlling, or under common control with Exhibitor (an "Exhibitor Affiliate") breaches or fails to perform any of the provisions of the License or any license or other agreement with SPC, SPC may: (i) terminate the License immediately by giving notice of such termination to Exhibitor (the License shall terminate immediately upon the giving of such notice); and (ii) terminate any other license with Exhibitor or any Exhibitor Affiliate. Upon any such termination, SPC may suspend the delivery of any further films to Exhibitor and shall be entitled to the immediate return and to retrieve all prints of currently licensed films from Exhibitor and any Exhibitor Affiliate. Further, SPC may suspend delivery of further films and retrieve all prints of currently licensed films. These remedies are in addition and without prejudice to any other right or remedy SPC has at law, in equity, or provided for elsewhere in the License.

If any payments owed or which become owing to SPC under this or any other license agreement for any theater under Exhibitor's control are not paid when due, SPC may appoint a representative, at Exhibitor's expense, who shall have complete access to Exhibitor's box office during the License Period of any Film, and shall have the right to deduct immediately from Gross Receipts all amounts, including the representative's wages, due under the License. This remedy is without prejudice to any other right or remedy SPC has at law, in equity or pursuant to the License. Exhibitor shall reimburse SPC for all costs and fees incurred in connection with audit and collection, including attorneys' fees, costs of suit, and collection agency fees. Delinquent payments due under the License (including, but not limited to, Film Rental

determined to be owed through audit or as a result of Exhibitor's failure to report true Gross Receipts) shall accrue charges from the date due until such payments are made in the amount of the maximum interest rate allowed by law or 1½ % per month, compounded monthly, whichever is less. SPC may require payment of all monies owed by Exhibitor under this or any other License, including those on behalf of any Exhibitor Affiliate, and may deliver a print or transmit the Film C.O.D. to the Exhibitor for all such sums. SPC may specify the method by which the monies owed are paid, *e.g.* certified check, money order, etc., and may direct when such monies must be paid. Exhibitor shall comply with such specifications.

b. If Exhibitor fails to exhibit the Film for the full License Period, Exhibitor and SPC agree that damages would be difficult to calculate. As Liquidated Damages, Exhibitor agrees to pay for the first unplayed week or portion thereof at an amount equal to 85% of the gross of the previous week multiplied by the contract terms for that play week. Liquidated Damages shall be calculated by units with 2 units for Friday, Saturday, Sunday and holiday exhibitions and one unit for Monday, Tuesday, Wednesday and Thursday exhibitions. If Exhibitor fails to exhibit the Film at all, Exhibitor shall pay Liquidated Damages in an amount equal to the percentage terms stated in the Confirmation/Invoice applied to the greater of the Gross Receipts of the motion picture actually played instead of the Film, or the average weekly Gross Receipts of a comparable film with similar grossing capacity for the six (6) months preceding the License Period. In no event shall the Liquidated Damages plus any Film Rental payable for actual play time of the Film total less than the minimum guarantee or flat fee set forth in the Confirmation/Invoice, if any.

c. Without in any manner limiting any other rights or remedies of SPC, if Exhibitor breaches or fails to comply with any provision of the License, SPC shall have the right, but not the

obligation, to revoke and/or terminate the License and any and all licenses between SPC and any Exhibitor Affiliate. Such revocation or termination shall be effective immediately upon notice of same to Exhibitor. Such revocation or termination shall be without liability on the part of SPC, and without prejudice to any right or remedy it has at law, in equity (including the right to an injunction) or pursuant to the License. Breach of the License includes, but is not limited to, failure to exhibit the Film; failure to submit true, complete, and correct Box Office Reports pursuant to paragraph V; exhibition of the Film in an unauthorized time, place or manner, including, but not limited to, unauthorized moveover; removal of a print from the Theater other than to give possession to a carrier; duplication of a print or any part thereof; or any attempt by Exhibitor to assign this License without SPC's written consent. Any unauthorized exhibition shall constitute copyright infringement and 100% of all receipts from such exhibition shall accrue and be payable to SPC.

d. If either party institutes an action to enforce its rights under this License, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees and expenses.

XVI. NO AGENCY:

Nothing contained herein shall make SPC and Exhibitor agents, joint venturers, or general, limited, or special partners for any purpose. SPC shall not be liable to any third party for Exhibitor's act or omission or the acts or omissions of Exhibitor's agents, employees, or any other person in connection with the operation of any theater.

XVII. NO ASSIGNMENTS:

No assignment of any License shall be binding against SPC unless in writing and signed by SPC's general manager or an officer.

XVIII. REIMBURSEMENT OF FEES AND EXPENSES:

Exhibitor shall reimburse SPC for all of its out-of-pocket costs and expenses incurred in connection with the enforcement or preservation of its rights under this MLA or the License or actions taken to ensure payments under this MLA or the License including, without limitation, the reasonable fees and disbursements of counsel to SPC including, without limitation, in connection with any case, proceeding, or the action under the United States Bankruptcy Code or any successor statute filed by or against Exhibitor, any assignment for the benefit of creditors by or on behalf of Exhibitor, any receivership for Exhibitor, and any other case, proceeding, or other action by or against Exhibitor under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, or relief of debtors. Exhibitor shall pay to SPC any costs and expenses which Exhibitor is required to pay under the foregoing provision within ten days after receiving written notice from SPC of the amount and general nature of the costs and expenses of which reimbursement is owing.

XIX. TIME IS OF THE ESSENCE:

Time is expressly declared to be of the essence under the License and the MLA.

XX. COMPLETE AGREEMENT:

The License (which consists of the Confirmation/Invoice and the MLA) is complete, and all agreements are expressed therein. No change to the License, including, but not limited to, any consents or authorizations, shall be effective unless in writing and signed by the party to be charged. No understandings, purported customs, previous conduct or waivers shall affect the written provisions of the License or constitute any ongoing waiver. In the event any portion of

the License is held invalid or unenforceable, the remaining terms and conditions shall remain in full force and effect as though the invalid or unenforceable portion were not included.

XXI. GOVERNING LAW; JURISDICTION; WAIVERS:

The License shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and fully performed in New York, without regard to conflict of laws principles. Any suit, action or other proceeding seeking to construe, interpret, enforce or obtain damages or equitable relief based upon or with respect to the MLA or any License or otherwise relating to the MLA or any License (collectively, an "Action") may be brought and prosecuted only in the Supreme Court for the State of New York in the County of New York or the United States District Court for the Southern District of New York. In connection with the foregoing, SPC and Exhibitor each irreversibly and unconditionally:

- a. submits for itself and its property in any Action, or for the recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;
- b. consents that any such Action may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such Action in any such court or that such Action was brought in an inconvenient court and agrees not to plead or claim the same;
- c. agrees that service of process in any such Action will be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address set forth in Section XXV or at such other address of which the other party shall have been notified pursuant thereto; and

d. agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction. In addition, and without limiting the foregoing, Exhibitor constitutes and appoints the Secretary of State of New York or the United States Marshal for the Southern District of New York as its agent to receive service of any and all process in any Action.

XXII. WAIVER OF JURY TRIAL:

SPC AND EXHIBITOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN OR WITH RESPECT TO ANY ACTION (AS DEFINED IN SECTION XXI) AND FOR ANY COUNTERCLAIM THEREIN.

XXIII. LIMITATION ON REPRESENTATIONS AND WARRANTIES:

There are no representations or warranties, express or implied, of title, against infringement, of merchantability, fitness or otherwise, which extend beyond the description on the face of the License, and which are not expressly set forth herein.

XXIV. PREVENTION OF PERFORMANCE:

Neither party hereto shall be liable for any default hereunder by reason of any cause beyond its direct control, including, but not limited to, failure of delivery of a print by a common carrier and delay in production of the Film or prints to SPC. If any such cause makes exhibition of the Film impracticable before or after exhibition has commenced, SPC may terminate the License without liability to Exhibitor.

XXV. NOTICES:

All notices, requests, demands and other communications under this MLA or with respect to any License shall be in writing and shall be deemed to have been duly given on the date of service if served personally; or on the third day after mailing if mailed to the party to whom

directed, by first class mail, postage prepaid, registered or certified and properly addressed to such party as follows:

If to SPC

Sony Pictures Classics, Inc.
Attention: Grace Murphy
550 Madison Avenue
New York, New York, 10022

XXVI. MECHANICAL SIGNATURE:

SPC's mechanical signature shall constitute the written signature required by the Copyright Act.

XXVII. EFFECTIVE DATE:

This License will be effective as of April 28, 2001, will constitute the terms of all licenses entered into after that date, and will be incorporated into all Confirmation/Invoices delivered after that date.

DATED: April 28, 2001

SONY PICTURES CLASSICS INC.

By: 
Tom Prassis, Vice President
Sony Pictures Classics Inc.

Exhibitor: WHITE HOUSE