



COLDWELL BANKER COMMERCIAL

WESTMAC

1515 S. SEPULVEDA BOULEVARD

LOS ANGELES, CA 90025-3306

BUS. (310) 478-7700

Fax. (310) 479-3989

DRE Licensee ID No.: 01096973

EXCLUSIVE AUTHORIZATION OF SALE/LEASE

Owner hereby grants to Coldwell Banker Commercial WESTMAC ("Broker"), the exclusive right to negotiate a lease or leases with respect to the real property described below (the "Property") for a period commencing on June 28, 2011, and ending at midnight on August 10, 2011 (the "Listing Period"), unless this Authorization is extended in writing and signed by both Owner and Broker.

The Property is located at 1262 Westwood Boulevard in the City of Los Angeles, County of Los Angeles, State of California, and further described as 7,500 sq. ft. theatre complex with 460 seats.

The lease(s) shall be for a rental \$24,000 NNN per month for a minimum term of 5 -10 years, and such other terms and conditions acceptable to the Owner of the Property. The listing sales price is \$4,959,000.

If during the Listing Period negotiations involving the leasing of the Property have commenced and are continuing, then the Listing Period shall be extended with respect to such transaction(s) and negotiations for a period through the termination of such negotiations or the consummation of such transaction.

In consideration of this Authorization and Broker's Agreement diligently to pursue the procurement of tenant(s) for the Property, Owner agrees to pay Broker commission(s) as follows:

Lease Term	<u>Net Lease</u>
	Percentage Commission of Lease Consideration With co-operating Broker
Years 1-5	6% *
Years 6-10	3%

**2% of the commission will be credited or paid to the following:*

1% Sue Winchester – Broker

1% Michael Gleissner Charity

In the event a co-operating broker is involved the above 1% will be cut to ½% each respectively

Exclusions: *No commission will be paid to any Big Foot Entertainment companies of Michael Gleissner having and equity stake of more than 80% or any business affiliate Christian Jagodzinski (his companies Villazzo or Desdemona Productions).*

1. **Commencement of Rent:** For the purpose of computing the amount of the commission due on a leasing transaction, the first month when the base or minimum rental commences shall be deemed to be the first month of the lease.
2. **Payment:** One-half of leasing commission shall be paid upon the mutual execution of a lease by Lessor and Tenant, and the balance shall be paid on the date specified in the lease for the commencement of the term or occupancy, whichever is earlier.

3. **Sale of the Property:** Owner shall pay to Broker a sales commission in an amount equal to six percent (6%) of the gross sales price if:
 - a. a contract for the sale, exchange, transfer or conveyance of the Property or any interest therein is entered into during the Listing Period between the owner of the Property and any prospect to whom Broker had submitted the Property or with whom Broker has negotiated in the performance of Broker's responsibilities;
 - b. a tenant procured during the Listing Period, its successors or assigns, purchases the property during the term of the lease or any extension thereof within 365 days after the expiration thereof, whether pursuant to an option or a right of first refusal in the lease or whether pursuant to any other agreement. Such sales commission shall be reduced by the amount of any leasing commissions previously paid by Owner to Broker relating to that portion of the lease term extending beyond the effective date of such purchase; and
 - c. sales commissions shall be due and payable at the time of the close of escrow with respect to such transaction, or, in the absence of an escrow, at the time of the consummation of the transaction.
4. All checks from Tenants should be payable to Landlord, and upon acceptance (and as soon as the check clears), Landlord will pay brokers commission.

Owner shall pay such commission to Broker if during the Listing Period: (a) the Property or any part thereof is leased to a tenant by or through Broker, Owner or any other person or entity; or (b) a tenant is procured by or through Broker, Owner or any other person or entity who is ready, willing and able to lease the Property or any part thereof on the terms above stated or other terms acceptable to the owner of the Property; or (c) any lease or contract for the lease of the Property or any part thereof is made directly or indirectly by the owner of the Property; or (d) this Authorization is terminated or the Property is withdrawn from lease without the written consent of Broker or made unmarketable by Owner's voluntary act. Owner shall also pay said commission to Broker if within one hundred eighty (180) days after the expiration of the Listing Period (1) the Property, or any interest therein, is leased to any person or entity which during the term of the Listing Period made a written offer to lease the Property, or any interest therein, whether or not such transaction is consummated on the same or different terms and conditions in such offer, and (2) the Property or any interest therein is leased to any person or entity with whom Broker has negotiated or to whom Broker has submitted the Property in an effort to effect a transaction during the Listing Period and whose name appears on any list of such persons or entities (The "Registration List") which Broker shall have mailed to Owner at the address below stated within thirty (30) days following such expiration. In the event title to the Property is transferred pursuant to foreclosure proceedings or by a deed in lieu of foreclosure during the Listing Period and within one hundred eighty (180) days thereafter the Property or any portion thereof is leased to any person or entity which made a written offer to lease the Property, or any portion thereof, or which is named on the Registration List, Owner shall pay Broker said commission with respect to such transaction. The sale of the Property during the term of this Authorization or any extension hereof shall not be deemed to constitute a breach of this Authorization if the purchaser agrees in writing to be bound by this Authorization for the remainder of the Listing Period.

Owner agrees to cooperate with Broker in effecting a lease or leases of the Property and immediately to refer to Broker all inquiries of any person or entity interested in leasing premises in the Property. All negotiations are to be through Broker. Broker is authorized to accept a deposit and other funds from any prospective tenant. In the event a transaction is not consummated, any deposits and other funds retained by Owner shall be equally divided between Owner and Broker, except that Broker's portion thereof shall not exceed the amount of the commission otherwise payable upon the consummation of such transaction by the terms of this Authorization. Broker is further authorized to advertise the Property and shall have the exclusive rights to place a sign or signs on the Property if, in Broker's opinion, such would facilitate the leasing thereof.

It is understood that it is illegal for either Owner or Broker to refuse to present or lease real property to any person because of race, color, religion, national origin, sex, marital status, age or physical disability.

Except as disclosed in an addendum hereto signed by both Owner and an officer of Broker, Owner hereby warrants and represents to Broker that (1) Owner is the owner of record of the Property or has the legal authority to execute this Authorization of behalf of such Owner, (2) no person or entity has any right to lease the Property or any portion thereof by virtue of any agreement, option or right of first refusal, (3) there are no delinquencies or defaults under any deed of trust, mortgage or other encumbrance on the Property, (4) the Property is not subject to the jurisdiction of any court in any bankruptcy, insolvency conservatorship or probate proceeding, and (5) neither Broker nor any salesperson affiliated with Broker has made any promises or representations to or agreements with Owner not contained herein which in any manner may affect Owner's and Broker's rights and obligations under this Authorization.

Owner agrees to defend, indemnify and hold Broker harmless from any and all claims, demands, liabilities and damages arising from incorrect information supplied by Owner or any information which Owner fails to supply.

In the event a claim or controversy arises concerning any failure to pay Broker all or any portion of the amounts provided herein, Owner and Broker hereby agree that such claim or controversy shall be settled by final, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, which rules are incorporated herein by reference, provided, however, that all persons nominated to act as arbitrators of such claim or controversy shall be attorneys at law duly licensed to practice before the courts of the State where the arbitration is conducted. Depositions may be taken and other discovery may be obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings. The unsuccessful party shall pay the costs of conducting the arbitration.

In the event any arbitration proceeding or legal action to enforce an arbitration award is commenced to recover compensation hereunder, the prevailing party shall be entitled to recover its expenses and reasonable attorneys fees incurred therein from the unsuccessful party.

If there is a failure to make any payment to Broker at the time required herein, the delinquent sum(s) shall bear interest at the rate of 18% per year or the maximum nonusurious interest rate for loans permitted by law, whichever is lower.

Owner hereby authorized Broker to represent and serve as agent for any prospective tenant or purchases of the Property, and Owner hereby waives any conflict of interests which might arise as a result thereof.

The heirs, transferees, successors and assigns of the parties hereto are duly bound by the provisions hereof. It is understood that in the event of sale of the Property, the undersigned Owner will guarantee the payment of any commission obligations created pursuant to this agreement.

Real estate agents have no expertise in the detection or correction of hazardous or undesirable materials. Expert inspections are necessary. Current or future laws may require clean up by past, present and/or future operators. It is the responsibility of the Seller/Lessor and Buyer/Tenant to retain qualified experts to detect and correct such matters and to consult with legal counsel of their choice to determine what provisions, if any, they may wish to include in transaction documents regarding the Property.

To the best of Seller's/Lessor's knowledge, Seller/Lessor has attached copies of all existing surveys and reports known to Seller/Lessor regarding asbestos and other hazardous materials and undesirable substances related to the Property.

In the absence of such surveys or reports Seller/Lessor represents to Buyer/Tenant that to the best of Seller/Lessor's knowledge no such hazardous materials exist on the property.


Sellers/Lessors are required under California Health and Safety Code Section 25915 et. seq. to disclose reports and surveys regarding asbestos to certain persons, including their employees, contractors, co-owners, purchasers and tenants. Buyers/Tenants have similar disclosure obligations. Sellers/Lessors and Buyer/Tenants have additional hazardous materials disclosure responsibilities to each other under California Health and Safety Code Section 25359.7 and other California laws. Consult your attorney regarding this matter. Coldwell Banker Commercial WESTMAC is not qualified to assist you in this matter or provide you with other legal or tax advice.

NO AMENDMENTS TO OR MODIFICATIONS OF THIS AUTHORIZATION NOR THE TERMINATION OF THIS AUTHORIZATION SHALL BE VALID OR BINDING UNLESS MADE IN WRITING AND SIGNED BY BOTH OWNER AND AN OFFICER OF BROKER. OWNER HEREBY ACKNOWLEDGES THAT SALESPERSONS AFFILIATED WITH BROKER ARE NOT AUTHORIZED TO MAKE OR APPROVE ANY ADDITIONS TO, DELETIONS FROM OR ALTERATIONS OF THE PRINTED PROVISIONS OF THIS AUTHORIZATION, OR TO TERMINATE THIS AUTHORIZATION, AND THAT NO SUCH ADDITION, DELETION, ALTERATION OR TERMINATION SHALL BE VALID OR BINDING ON BROKER UNLESS IN WRITING AND SIGNED BY AN OFFICER OF BROKER. ANY PURPORTED AMENDMENT, MODIFICATION OR TERMINATION OF THIS AUTHORIZATION WHICH IS ORAL, OR WHICH IS IN WRITING BUT NOT SIGNED BY BOTH OWNER AND AN OFFICER OF BROKER, SHALL BE VOID AND OF NO EFFECT WHATSOEVER.

OWNER HEREBY ACKNOWLEDGES THAT NEITHER BROKER NOR ANY SALESPERSON ASSOCIATED WITH BROKER IS QUALIFIED OR AUTHORIZED TO GIVE LEGAL OR TAX ADVICE; OWNER SHALL SEEK ANY SUCH ADVICE FROM A QUALIFIED ATTORNEY OR ACCOUNTANT.

Other terms and conditions:

Coldwell Banker Commercial WESTMAC

By: 
David B. Thind
DRE Licensee ID No.: 01828924

Dated: June 28, 2011

OWNER: Big Foot Entertainment Inc.

By: _____
Michael Gleissner

Dated: _____

Address: 2/F Beautiful Group Tower
77 Connaught Road Central
Hong Kong

Telephone:

Email: mgleiss@bigfoot.tv

COLDWELL BANKER COMMERCIAL WESTMAC
1515 S. Sepulveda Boulevard
Los Angeles, CA 90025

DISCLOSURE OF CONDITIONS FORM

Space, Property Address and Description: 1262 Westwood Boulevard, Los Angeles, California

The following information is required by Broker in order to provide accurate information. This is necessary because of legal requirements that Owners and Sublessors disclose certain information to all Buyers, Lessees or Sublessees.

Please answer all questions. If your answer to any question is "Yes", please explain in the blank space provided below the questions, or if more space is needed, explain on the reverse side of this form, or on a separate sheet and attach. If possible please attach any pertinent report or studies which address identification of defects or estimates for remediation or correction.

	<u>Yes</u>	<u>No</u>	<u>Unknown</u>
1. Physical Condition. Are there any defects or needed repairs in the following:			
A. Roof?	_____	_____	_____
B. Mechanical equipment?	_____	_____	_____
C. Foundation?	_____	_____	_____
D. Structural components?	_____	_____	_____
E. Parking area/structure?	_____	_____	_____
F. Other?	_____	_____	_____
2. Knowledge of Pending Legislation. Are you aware of any proposed, planned or contemplated ordinance, laws, regulations by any governmental agency that would affect the subject property?	_____	_____	_____
3. Soil Condition. Are the improvements located on filled or expansive soil, or are there foundation, structural or soil problems on the Property, including the driveways and parking areas?	_____	_____	_____
4. Compliance with ADA (Americans with Disabilities Act). Does your building or space comply with requirements for the removal of barriers to access by disabled persons and provide auxiliary aids and services for hearing, vision or speech impaired persons?	_____	_____	_____
5. Hazardous Waste. Have there been hazardous materials, asbestos, toxic waste, lead-based paint, toxic mold, or any other substances deposited or discovered:			
A. In, on or under the subject Property?	_____	_____	_____
B. Contiguous to the Property?	_____	_____	_____
6. Basements. Are there any easements or agreements (including utilities and sewers) over or under the Property?	_____	_____	_____
7. Lead-Based Paint. Under federal Law, before purchaser becomes obligated to purchase a multi-unit dwelling that was built before 1978, seller must:			
A. Provide a lead hazard information booklet.	_____	_____	_____
B. Disclose presence of any know lead-based paid hazards.	_____	_____	_____
C. Permit buyer a 10-day period to conduct a risk assessment.	_____	_____	_____
D. Does the property contain any amounts of lead based paint?	_____	_____	_____
8. Termite Zone. Seller must disclose known damp rot and termite infestation. Does the subject property suffer from such infestation and/or damp rot?	_____	_____	_____

9. **Flood Zone.** Is the Property situated in a flood zone as set forth on HUD "Special Flood Zone Area Map"? _____
10. **Earthquake Zone.** Is the Property located within an Earthquake Special Study Zone as set forth in the Alquist-Priolo Maps? _____
11. **Building Codes and OSHA.**
- A. Do you know of any building code violations concerning this Property or space (eg., seismic, sprinklers, parking inadequacies, etc.)? _____
- B. Do you know of any health or safety violations? _____
- C. Do you know of any OSHA violations concerning the Property or space? _____
- D. Are there any special permits, conditional use permits, variances connected with the property? _____
12. **Condemnation or Street Widening.** Is the property located in an area where public authorities are contemplating condemnation proceedings for freeway construction, a redevelopment project, street widening or lighting, or other similar public projects? _____
13. **Existing Financing.** Is the Property currently used as security for a loan? If yes, attach copies of the existing note(s) and deed(s) of trust. _____
14. **Matters Affecting Rights.** Do you have knowledge of any fact, condition or information that could adversely affect the rights of other parties to any lease, sublease or sale? _____
15. **Other Information:** Is there any information that should be disclosed, that has not been covered by the questions above? _____

I hereby represent that I have carefully completed and reviewed all of the information on this Disclosure of Conditions Form; and to the best of my knowledge, all of such information is true and correct. I have included in the Disclosure of Conditions Form any material fact concerning the physical condition or value of the Property or space of which I have knowledge to date. I will keep Broker informed of any material fact concerning the Property or space which may arise during the term or any extension of the Listing Agreement. I hereby indemnify Broker against all costs, expenses, liability or damages (including Broker's reasonable attorney's fees) arising out of any claim against Broker that information on this Disclosure of Conditions Form concerning the Property is not complete, true and correct.

Broker is hereby authorized to disclose the foregoing information to all prospective Buyers, Lessees and Sublessees.

Coldwell Banker Commercial WFSMAC cannot give you legal advice on these issues; please consult the attorney of your choice for any legal questions which may arise.

Dated: _____
Owner, Lessor, Sublessor: _____