

SNY09AVA

TYPE OF RECORD:	NON-PERMANENT
CATEGORY OF RECORD:	CONTRACT (GUARANTEE LETTER)
NAME OF CONTRACTOR:	SONY PICTURES RELEASING CORPORATION (SPR)
SUBJECT/PURPOSE:	LICENSE THE MOTION PICTURES AT THE AVALON THEATRE
CITY DEPARTMENT:	ECONOMIC, CONVENTION AND VISITOR SERVICES
YEAR:	2009
EXPIRATION DATE:	UNTIL TERMINATED
DESTRUCTION DATE:	TO BE DETERMINED FOLLOWING TERMINATION

SONY PICTURES RELEASING
GUARANTEE LETTER

Sony Pictures Releasing Corporation ("SPR") has entered into an agreement with the City of Grand Junction, Colorado (the "City") to license the motion pictures it distributes on behalf of various film companies (collectively, the "Pictures"), from time to time to the following theatres (the "Theatres"):

Avalon, Grand Junction CO

If SPR licenses Pictures to any of the Theatres, in consideration therefore, and for other good and valuable consideration, the City of Grand Junction, Colorado unconditionally guarantees the following:

(1) payment to SPR and/or its principals, successors or assigns, of any and all film rentals due from the exhibition of any of the Pictures at any of the Theatres;

(2) full performance of all terms set forth in any License Agreement which SPR and/or its principals, have entered or shall enter into with the City or any of its agents or purported agents on behalf of any of the theatres;

In addition, the City agrees to reimburse SPR and/or its principals, successors or assigns, all reasonable attorneys' fees and costs of collection regardless of whether judicial action is taken. The City agrees that jurisdiction and venue for any dispute under this Guarantee are proper in Los Angeles County, State of California.

This irrevocable Guarantee shall be enforceable by SPR, its principals, successors and/or assigns against the City immediately upon any default in the payment of film rental or upon any other default at any of the Theatres, and without the necessity of SPR pursuing any prior action against any other party or entity. This Guarantee applies to any theatre listed above, and all other theatres owned, operated, or managed directly or indirectly by the City or its affiliates or assigns, presently or in the future. Unless you notify us in writing via Federal Express that you have terminated ownership of the theatre(s), this Personal Guarantee Letter shall remain in full force and effect.

Dated this 12TH day of JANUARY, 2009

TIM SEEBERG
Name

MANAGER
Title

Sworn to me before this
12TH day of JANUARY, 2009

Deana Pietro
Notary Public



My Commission Expires 07/07/2012