

COMMONWEALTH OF THE BAHAMAS

New Providence

THIS ADVISORY AGREEMENT (the "**Agreement**"), is entered into as of the 2nd day of September, A.D. 2013 **BETWEEN ATAVUS GROUP LTD** a company incorporated and existing under the laws of the Commonwealth of The Bahamas of the one part ("**AGL**") and **JAN BORGHARDT** of the Western District of the Island of New Providence one of the Islands of the said Commonwealth of The Bahamas of the other part ("the Advisor").

ARTICLE I

GENERAL PROVISIONS

- 1.01 AGL is a company specializing in the movie and entertainment industry more specifically in the operation of IMAX and digital screen technology as well as the management of cinema complexes;
- 1.02 AGL wishes to purchase land on or near to Baha Mar Boulevard situate in the Western District of the said Island of New Providence in order to construct own and operate a cinema complex anchored by One (1) IMAX screen theatre and Five (5) to Six (6) digital screen theatres ("the Project");
- 1.03 The Advisor is an attorney called to the Bar of England and Wales and the said Commonwealth of the Bahamas and is the Principal of Winter Borghardt a law firm specializing in the representation of high net worth individuals and entities located both within and beyond the jurisdiction of the said Commonwealth of the Bahamas;
- 1.04 As a result of the wide network of contacts secured through the services provided by Winter Borghardt the Advisor is on occasion asked by owners developers or agents of various projects which require private equity financing or investment to advise and approach those high net worth individuals and entities represented by or known to the Advisor for the purposes of introducing those parties to one another for said investment or financing ("Private Equity Investor(s)" or "PEI");
- 1.05 AGL has approached the Advisor for the purpose of seeking and securing private equity investment in the Project. It is intended that any PEI will be issued shares in AGL (or another company to be incorporated for the purposes of owning the assets of the Project) proportionate to the amount of equity contributed. The Advisor has recognized the potential that the Project has to succeed and has agreed to assist and advise AGL in seeking and securing the said private equity investment in the Project under the terms hereinafter contained.
- 1.06 Terms of the Agreement. This Agreement shall commence on the date first hereinbefore written and shall continue in perpetuity until terminated, liquidated, or dissolved by law or as hereinafter provided.

ARTICLE II

OBLIGATIONS OF THE PARTIES

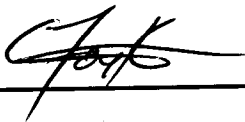
(c) The obtainment of full equity for the Project;

(d) The completion of the Project.

GOVERNING LAW

This Agreement shall be construed and governed under the laws of the Commonwealth of the Bahamas

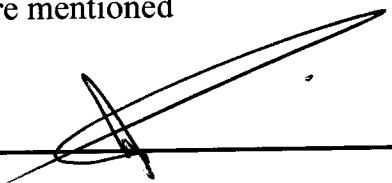

IN WITNESS WHEREOF, **ATAVUS GROUP LTD.** has caused its seal to be affixed hereto the day and year first hereinbefore written.



The Common seal of **ATAVUS GROUP LTD.** was affixed hereto by Carlos Foulkes a Director of the Company and the said Carlos Foulkes affixed his signature hereto in the presence of:-



IN WITNESS WHEREOF the Advisor has set his hand and seal the day and year first hereinbefore mentioned


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Signed Sealed and Delivered by the said **JAN BORGHARDT** hereto in the presence of:-

