

WARNER BROS. STUDIO FACILITIES

PROPERTY DEPARTMENT

PROPERTY RENTAL TERMS AND CONDITIONS

Lessee (Lessee's name is set forth on the Rental Agreement, which is on the reverse side of these Terms and Conditions) and the Property Department of Warner Bros. Studio Facilities ("WBSF") hereby agree as follows:

Article
Usage:

1. Lessee agrees to rent the items listed on the Rental Agreement (collectively, the "Property Item(s)") at WBSF's weekly rental rates described on the Rental Agreement ("Rental Rate(s)"), subject to these Terms and Conditions. Lessee agrees to use each Property Item only for the purpose for which it was designed and in a safe, careful and prudent manner which will not cause injury or damage to any person or property, nor cause damage to the Property Item other than normal wear and tear. Lessee agrees that it will comply with all applicable laws, rules and regulations with respect to the Property Items. In addition, Lessee agrees not to replicate, duplicate, or copy the Property Items or any part thereof including, without limitation, styles, patterns, designs or other creative elements, without the prior consent of WBSF. In the event WBSF grants such consent and Lessee subsequently replicates, duplicates or modifies the Property Item(s), then such Modified Property shall become the sole property of WBSF. ALTERATION RESTRICTIONS - Lessee agrees that no alterations and/or changes including, without limitation, re-upholstering, refinishing, or reworking of the Property Items shall be made without prior approval from WBSF, and if any such alterations and/or changes are made, then Lessee shall be responsible for the full Repair and/or Replacement Value of any Property Item so altered or changed as provided in the Loss and Damage Section below. TRANSPORTATION - All costs of and responsibility for transportation from and to WBSF shall be paid by Lessee.

Rental
Period:

2. The Property Items are rented from the Rental Start Date through the Rental End Date (as such terms are defined on the Rental Agreement) ("Rental Period"). Lessee must return the Property Items on or before the expiration or sooner termination of the Rental Period except as otherwise agreed to by WBSF. If WBSF authorizes Lessee to extend the Rental Period, Lessee shall be invoiced additional Rental Rates as determined by WBSF through its original PO/RO number or available cash on account.

Loss and
Damage:

3. Repair Replacement Value - Upon the expiration or sooner termination of the Rental Period, Lessee shall return the Property Items to WBSF in the same condition as received, except for normal wear and tear. Lessee agrees that if the Property Items returned to WBSF are in need of repair, Lessee shall pay to WBSF the cost of such repair value as determined by artisans from the craft areas and/or licensed appraisers, all of whom shall be selected by WBSF (the "Appraisers"). Should the Property Items be damaged beyond normal wear and tear, altered from the condition in which it was received by Lessee from WBSF, lost, or not returned by Lessee, Lessee shall promptly pay WBSF the full amount of the cost to replace any such Property Items, without allowance for depreciation or obsolescence, which replacement cost shall not be less than the Fair Market Value (the "Replacement Value"). Lessee acknowledges that, in addition to being used for the purpose of determining a fair and reasonable rental price, the Fair Market Value of the Property Items is also an estimate of the Replacement Value of the Property Items. However, if WBSF believes that, at the

time of replacement, the actual Replacement Value is greater than the Fair Market Value, WBSF may have the Property Items valued by the Appraisers to determine the actual Replacement Value to be paid to WBSF by Lessee, and Lessee agrees to pay WBSF such actual Replacement Value. Lessee agrees and acknowledges that the determination(s) whether the Property Items are in need of repair or replacement shall be made at WBSF's sole discretion.

No Warranty; 4. Lessee warrants, represents and acknowledges: (i) that it has inspected the Property
Limit of Items; (ii) that the Property Items are in good repair, usable condition and working
Liability: order; (iii) that the Property Items are accepted in their "as is" "all faults" condition; and (iv) that WBSF makes no representation or warranty whatsoever, express or implied, in connection with the Property Items or this rental including, without limitation, no warranty of merchantability or fitness for a particular purpose. Any description of the Property Items contained in this Agreement is for the sole purpose of identifying such Property Items. WBSF makes no warranty or representation, express or implied, with respect to any authorization, consents or releases required from the respective artists, designers or manufacturers of any Property Items. Lessee represents and warrants that it will obtain all required authorizations, consents or releases and pay all reuse and other fees necessary for the use of such Property Items. WBSF's liability for damages arising out of any breach, errors, omissions, interruptions, delays or defects in any of the Property Items, facilities, services or otherwise provided by WBSF under or in connection with these Terms and Conditions shall in no event exceed an amount equal to the actual charge for which WBSF has invoiced Lessee under these Terms and Conditions.

Indemnification 5. Lessee agrees to defend, indemnify and hold harmless WBSF, WB Studio Enterprises
by Lessee; Inc., Warner Bros. Entertainment Inc., their affiliated and related divisions and
Attorney's entities and each of their shareholders, directors, agents, officers and employees,
Fees: from and against any and all costs, losses, damages, claims, liabilities, settlements, judgments, and expenses arising out of or in connection with Lessee's breach of these Terms and Conditions, or Lessee's use of the Property Items, facilities or services including, but not limited to, the loss of or damage to any Property Items, facility or property, exposure to claims of copyright or other intellectual property infringement and/or claims of bodily or personal injury and/or death. Further, Lessee will not permit a lien or security interest to be placed upon or in the Property Items. Lessee agrees to obtain and furnish to WBSF, if WBSF requests the same, satisfactory evidence of such insurance as WBSF may reasonably require. If any legal action is necessary to enforce these Terms and Conditions, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

Incentive 6. Lessee acknowledges that WBSF offers an incentive airline miles program which may
Program award vouchers to individuals who conduct a certain dollar volume of business with WBSF during a 12-month period. The vouchers may entitle the individual to points or miles accrued under a travel award program established and governed by an airline company. Lessee understands and agrees that the employee or agent of Lessee who procures this rental may accrue miles based on this rental and/or be awarded and receive such a voucher(s) in connection with this incentive program, and that such incentive program may be canceled or changed at any time without notice. This incentive program does not apply to any Warner Bros. Studios production.