

Liability of SCR. Lessee acknowledges that it has examined and tested the equipment leased under the Rental Agreement, the Quote and these Standard Terms and Conditions, (collectively, "the Agreement") and that the equipment is in good working condition (hereinafter, "the Equipment"). Lessee accepts the Equipment "AS IS." Lessee understands that the Equipment and any and all services or labor to be provided pursuant hereto, are leased or provided without warranty or guaranty of any kind, express or implied. Lessee further understands that except as otherwise set forth herein, SCR assumes no responsibility or liability of any nature whatsoever to any person, firm, corporation or any other type of entity for any claim, injury, damage or loss arising out of, relating to or resulting from: (a) the Equipment; (b) the use of such Equipment; (c) labor or services furnished pursuant to this Agreement; (d) the performance or nonperformance of this Agreement. Lessee hereby waives any and all claims it may have against SCR with regard to any of the foregoing. Anything to the contrary notwithstanding, in the event any Equipment becomes inoperable or fails to perform as contemplated hereunder through no fault of Lessee during the rental term hereof, Lessee shall return for repairs or for exchange or replacement said Equipment to SCR during SCR's regular business hours at its place of business, and if SCR does not repair said Equipment or does not provide replacement for said Equipment, Lessee's sole right shall be to receive a pro-rata refund or credit from SCR.

Use, Return and Repairs; Liability of Lessee. Lessee agrees to return the Equipment in the same condition as received and at the time and place specified herein. Lessee further agrees that it shall not remove the Equipment from the State of Alabama or as otherwise specified in the Rental Agreement, without the prior written consent of SCR. If SCR does not furnish labor to operate the Equipment, only duly qualified employees and/or agents of Lessee shall use the Equipment. Lessee shall use the Equipment in strict accordance with all applicable laws, according to the Equipment's prescribed operating procedure, and only for the purpose of production contemplated and set forth in connection with this Lease. Except where labor is supplied by SCR, Lessee shall keep the Equipment in its sole custody and control. After delivery to Lessee, if any item of Equipment is lost, damaged or destroyed, regardless of the cause, Lessee shall pay to SCR the actual replacement cost without deduction for depreciation of such item, provided that if any item is returned in a condition which SCR in its sole discretion, deems a repairable one, Lessee shall pay SCR the actual or estimated cost of such repairs as determined by SCR. Lessee shall also be responsible for and shall fully compensate SCR for the loss of use of the Equipment during the time it is being repaired or replaced, as applicable. Loss of use shall be calculated with reference to the actual rental price of the applicable Equipment, without reference to whether or not the applicable Equipment would actually have been rented but for the damage or destruction.

Ownership. Lessee acknowledges that SCR owns all rights, and interest in and to the Equipment and Lessee warrants that it shall keep the Equipment free of all liens, levies and encumbrances and further acknowledges that it shall be responsible for all taxes, transportation charges, duties, broker fees, bonds, fines, forfeitures, penalties, and all other costs imposed upon the leasing or use of the Equipment. Lessee will not assign, transfer or sublet the Equipment or any right under this Lease, and Lessee will not pledge, mortgage, or encumber in any way the Equipment or Lessee's rights hereunder, and any such attempted assignment, transfer, sublease, pledge, mortgage or encumbrance shall be null and void. The rental rates herein will not be applied to purchase of any of the equipment, except as otherwise stated herein.

Default. Upon termination of this Lease, or upon the breach of any provision hereof, or in the event that Lessee suffers or initiates any act of insolvency or bankruptcy, or in the event a receiver is appointed to take possession of all, or substantially all, of Lessee's assets, or in the event a general assignment for the benefit of creditors is made by Lessee, or in the event any legal process of any kind is taken with regard to any item of Equipment or upon any use of Equipment, or in violation of SCR's rights, title and interest in and to the Equipment, SCR and its agents may at any time thereafter enter upon Lessee's premises to remove all of the Equipment without any liability for the damages caused by such entry and without prejudice to SCR's rights to receive the rent due pursuant to this Lease, and to recover from Lessee any and all other damages which SCR shall have sustained by reason of any breach hereof.

Indemnity. Lessee agrees to indemnify and hold SCR and SCR's agents and employees harmless from and against any and all claims, actions, suits, proceedings, costs, expense, damages and liabilities including attorneys fees, arising out of, connected with, or resulting from this Lease or from the Equipment or its use, maintenance, or possession, irrespective of the cause, except as the result of SCR's sole negligence or willful misconduct.

Rental Charges, Late Fee and Interest. A late fee of five percent (5%) shall be charged to Lessee for all sums owed by Lessee under this contract which are thirty (30) days past due, and such overdue amounts shall also bear interest at the rate of one and one-half (1Y2%) per month (18% per annum) on the first \$1,000.00 owed and one percent (1%) per month (12% per annum) on any sum owed greater than \$1,000.00 (or, if less, at the highest interest rate allowed by law) and Lessee agrees to pay reasonable attorneys fees and court costs arising from or relating to collection of any balance which is thirty (30) days or more overdue. Sums owed by Lessee hereunder shall not be subject to any abatement or offset. All Equipment must be returned by 10:00 a.m. on the return date, and in the event the Equipment is not so returned, an additional day's rental shall be charged for each additional day.

Responsibility for and During Shipment. Unless otherwise specified herein, all costs of shipment to and from Lessee shall be Lessee's responsibility. Lessee shall be responsible for any loss, damage or destruction of the Equipment from any cause whatsoever occurring from the time the Equipment is picked up by Lessee or shipper at SCR's place of business, placed upon a common carrier for forwarding to Lessee or loaded upon SCR's conveyance for delivery to Lessee as applicable, until the Equipment is returned to and accepted by SCR. Acceptance by SCR of the return of the Equipment shall not be a waiver of any claims that SCR may have against Lessee arising hereunder or a waiver of claims for latent or patent damage to the Equipment prior to such return.

Insurance — Equipment. Lessee agrees to maintain at all times during the term of this Agreement, at its own expense, all risk perils property insurance ("Property Insurance") covering the Equipment for all risks of loss (i.e., Equipment Rental Floater or Production Package Policy) including coverage for, without limitation, (i) theft by force (ii) theft by fraudulent scheme and/or "voluntary parting" (iii) mysterious disappearance; (iv) loss in transit; and (iv) loss of use of the Equipment, with coverage to be applicable from the time the Equipment is picked up by Lessee or shipper at SCR's place of business or placed upon a common carrier for forwarding to Lessee, as applicable, until the Equipment is returned to and accepted by SCR. The Property Insurance shall be on a worldwide basis and shall name SCR as an additional insured and as the loss payee with respect to the Equipment. The Property Insurance coverage shall be sufficient to cover the Equipment at its replacement value but shall, in no event, be less than \$1,000,000. The Property Insurance shall be primary and non-contributory coverage to SCR's insurance.

Insurance — Commercial General Liability. Lessee agrees to maintain, at its own expense, commercial general liability insurance including coverage for independent contractors and contractual liability, specifically referring to this Agreement. Such insurance shall name SCR as an additional insured and provide that such insurance is primary and non-contributory coverage with respect to all insureds, the limits of which must be exhausted before any obligation arises under SCR's insurance. Such insurance shall remain in effect during the term of the lease and shall include the following coverages: Broad Form Contractual Liability; Personal Injury Liability; Completed Operations; and Products Liability. Such insurance shall provide general aggregate limits of not less than \$2,000,000, personal injury and advertising injury limits of not less than \$2,000,000, and per occurrence limits of not less than \$2,000,000.

Insurance — Insurer. All insurance maintained by Lessee pursuant to the above provisions shall be issued by an insurance carrier authorized to do business in the Alabama or as applicable, with a BEST rating of A- or better, and shall be deemed the primary insurance, issued on a non-contributory basis.

Insurance — Notice. Lessee shall provide SCR with 30 days written notice prior to the effective date of any cancellation or material change to any insurance maintained by Lessee pursuant to these Standard terms and Conditions.

Insurance — Certificate of Insurance. Before obtaining possession of the Equipment, Lessee shall provide SCR a Certificate of Insurance and applicable endorsements, including additional insured and loss payee endorsements confirming each of the coverages specified in the foregoing terms and conditions. An authorized agent of the insurance carrier must sign all Certificates of Insurance.

Insurance - Generally. Lessee shall hold SCR harmless from and shall bear the expense of any applicable deductible amounts and self insured retentions provided for by any of the insurance policies required to be maintained under this Agreement. In the event of loss, Lessee shall promptly pay amount of the deductible amount or self-insured retention or the applicable portion thereof to SCR or the insurance carrier, as applicable. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance provided by Lessee under this Agreement or, if covered, is subject to deductibles, retentions, conditions or limitations shall not affect Lessee's liability for any loss. Should Lessee fail to procure or pay the cost of maintaining in force the insurance specified herein, or to

provide SCR upon request with satisfactory evidence of the insurance, SCR may, but shall not be obliged to, procure the insurance and Lessee shall reimburse SCR on demand for its costs. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of the Agreement.

Legal Proceedings. Any and all disputes arising out of or in connection with the subject matter of this agreement and any and all actions to enforce this Agreement or any of the terms hereof, shall be submitted to binding arbitration. The parties hereby waive any and all other means of dispute resolution, including, without limitation, civil trial. Notwithstanding the foregoing, SCR shall be free at all times to seek any and all available equitable pre-arbitration remedies including, without limitation, restraining orders and injunctions and writs of possession from any court of competent jurisdiction. Further, nothing herein shall be deemed to restrict or in any way limit any of SCR's applicable rights to exercise its "self- help" rights including, without limitation, the right to peaceably enter onto Lessee's premises to recover the Equipment.

Applicable Law. This Agreement will be deemed to be executed and delivered in Birmingham, AL, and governed by the laws of the State of Alabama.

Government Permits, Licenses Laws. Lessee is responsible for obtaining all government permits and licenses pertaining to use and/or operation of the Equipment and for compliance with all applicable laws and regulations.

Penal Code Provisions. Lessee acknowledges it is aware that intent to commit fraud may be presumed if one who has leased or rented the personal property of another pursuant to a written contract fails to return the personal property to its owner within twenty (20) days after the owner has made written demand following the expiration of the lease or rental agreement. Lessee also acknowledges it is aware that such intent may be presumed if one presents to the property owner identification which bears a false or fictitious name or address for the purpose of obtaining a lease or rental agreement covering the property.

EV's Liability is Limited. In the event of claim by Lessee relating to, arising out of, or resulting from the Equipment and/or the performance of services and/or labor provided for in this Lease, SCR's liability will be limited to the aggregate of the contract price then actually received by SCR. Without limiting the generality of the foregoing and anything to the contrary in this Agreement or under applicable law notwithstanding, in no event shall SCR or any of its affiliates be liable to the Owner or any other person or entity for (a) any act or omission of any employee of SCR, Lessee, Lessee's employees, agents or assignees, except to the extent arising from the gross negligence or willful misconduct of SCR, (b) any amount for which Lessee carries insurance or is obligated hereunder to carry insurance, (c) any amount for which SCR or any of its affiliates carries insurance which benefits Lessee, (d) any amount other than foreseeable compensatory damages, but which prohibited amounts, in any event, shall include, without limitation, all punitive, exemplary, special, indirect, and consequential damages and lost profits of all kinds, whether such damages and lost profits arise in contract, tort (including negligence, whether active, passive, joint or concurrent), strict liability, or under another theory of liability.

Waiver of Subrogation. Anything in this Agreement to the contrary notwithstanding, Lessee hereby waives and releases SCR from any and all right of recovery, claim, action, or cause of action, against SCR, or any of its agents, officers, and employees, for any loss, cost, or damage that may occur regardless of cause or origin including, without limitation, negligence of SCR or its agents, officers, and employees, to the extent that the damage or loss is covered or required to be covered by an insurance policy under this Agreement. To the extent such is reasonably available at commercially reasonable rates, Lessee shall obtain from its respective insurance companies which have issued policies of insurance under this Agreement, a waiver of subrogation, a written notice of the terms of the waiver contained in this Section 22 and proper endorsement of the insurance policies, if necessary, to prevent the invalidation of the insurance coverages by reason of the waivers contained herein.

Credit to SCR. SCR shall be accorded credit in connection with the production in which the Equipment is employed (in the event there are any credits) in the end crawl, substantially as follows: "Camera Equipment provided by Southcine Rentals" In the event any other supplier of materials or services is provided credit, then SCR's credit shall be no less favorable in position, size and duration to the credit accorded such other supplier. All third party licenses of Producer shall contain a provision requiring the licensee to honor the foregoing credit provision.

Force Majeure. Performance of any covenant of SCR hereunder may be suspended by SCR to the extent it is delayed, hindered or prevented because of any act of God, force majeure, war, terrorism, governmental regulation, labor dispute, shortage of necessary supplies or personnel, or other matters beyond control, including without limitation, failure or delay

of delivery by common carrier for any reason whatsoever. In the event SCR is prevented from performance hereunder due to any of the circumstances set forth the in the preceding sentence, SCR, in its sole discretion, may terminate this Agreement without any liability whatsoever to Lessee for any reason except that Lessee shall be entitled to a prorated refund or credit for any Equipment not delivered to Lessee and/or services and labor not provided by SCR.

Notices/Non-Waiver. Notices hereunder shall be given in writing and mailed by certified mail, return receipt requested to either party to the addresses specified in this Lease, with a copy by fax. The waiver by SCR of any breach of any term, condition or covenant herein shall not be deemed a waiver of any other breach of the same or any other term, condition or covenant. Section headings herein are for convenience and shall not be deemed to be among the terms.

General Provisions. This Lease expresses the entire agreement of the parties, and any amendment hereto must be made in writing and executed by the parties hereto. No term, representation or warranty, express or implied, not herein expressly set forth shall bind SCR. The terms and conditions (including the purpose) of this Lease, as set forth in this Lease, as well as in these standard terms and conditions, shall apply to any and all Equipment leased by Lessee from EV and any and all services and/or labor provided or to be provided by SCR to Lessee from and after the date of execution hereof for which no separate written lease is executed.

Counterparts/Facsimile Signature. This Agreement may be executed in counterparts and by facsimile signature or by scanned signature sent by e- mail. A facsimile or scanned signature shall be deemed to be a valid and binding original signature. The individual signing below on behalf of Lessee hereby represents and warrants that he or she is authorized to act on behalf of and bind Lessee to this Agreement.

Customer's Name (Printed)

Southcine Rentals Representative Name (Printed)

Customer Signature

Southcine Rentals Representative Signature

Title

Title

Date

Date