BILL OF SALE & WAIVER OF LIABILITY

This agreement ("**Agreement**"), dated as of _____ is made by and between _____ ("**Studio**"), and _____ ("**Purchaser**"), located at _____ (collectively, the "**Parties**"), for the equipment or other items described in Exhibit "A", attached hereto and incorporated by reference herein, (individually and collectively, the "**Items**") in connection with Studio's television production entitled "_____" (the "**Production**"). For the consideration named and the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereby agree as follows:

1. **Description of Items**: As set forth in Exhibit "A," attached hereto and incorporated herein by this reference.

2. **Purchase Price**: In consideration of Studio's sale of the Items to Purchaser, Purchaser will pay Studio the sum set forth in Exhibit "A" (inclusive of all taxes, if any) ("Purchase Price") upon Purchaser's execution of this Agreement.

3. **"As/Is Basis"**: Purchaser agrees that the Items sold to Purchaser is/are on an "AS IS" basis and condition with all faults. Seller makes no representations or warranties, express or implied, regarding the Items or that the Items is/are in compliance with any applicable city, state or federal laws or code, including, without limitation, any warranties imposed by law, whether now known or hereafter enacted, and any such representations and warranties, express or implied, are hereby expressly disclaimed. Purchaser is aware of actual and/or potential damage to any Items prior to entering into this agreement and Purchaser agrees to assume all risks associated with the Items, including, without limitation, any patent or latent defects or consequential damages Purchaser may suffer as a result of the ownership of the Items. SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION REGARDING THE ITEMS. IN ADDITION, SELLER MAKES NO REPRESENTATION, GUARANTEE OR WARRANTY WITH RESPECT TO THE CONDITION OF THE ITEMS OR THAT THE ITEMS WILL BE FUNCTIONAL AND EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS, WARRANTIES AND GUARANTEES. MOREOVER, NO MANUFACTURING WARRANTIES, IF ANY, WILL SURVIVE THE SALE OF THE ITEMS. To the maximum extent permitted by law, Purchaser on behalf of Purchaser, and on behalf of Purchaser's heirs, executors, agents, successors, or assigns, hereby releases, holds harmless, and forever discharges Studio and its parent, subsidiary and affiliated companies, and each of their respective officers, directors, agents, representatives and employees (the "**Released Parties**") from and against any and all claims, actions, damages, liabilities, losses, costs or expenses, known or unknown, including, without limitation, for personal injury, death or property damage, that in any way arise out of or result from the transport, ownership, use or possession of the Items by Purchaser or anyone else, whether or not such claims, actions, damages, liabilities, losses, costs or expenses are the result of a defect in the Items or the negligence of the Released Parties. For the purpose of implementing a full and complete release and discharge of Studio, Purchaser expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims that Purchaser did not know or suspect to exist in its favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of such claim or claims.

4. **Identifiable Elements**: Purchaser agrees to remove or fully cover any logos or identifiable references to the Production, and provide photos of beautification and/or modifications (i.e., before and after photographs) to the Items no later than ten (10) business days from the date of this Agreement.

5. **Purchaser Obligations**: Studio will have no responsibility or liability whatsoever with respect to the Items or Purchaser's transport, ownership, use, or possession of the Items. Without in any way limiting the foregoing, Purchaser will be solely and fully responsible for the care, maintenance, security and repair of the Items at all times. Purchaser will be solely responsible for all costs and expenses relating to the transportation of the Items to the location desired by Purchaser.

6. **Compliance with Laws**: Purchaser agrees to comply with all local, county, state and federal laws, ordinances, rules, codes and regulations in connection with Purchaser's transport, ownership, use and possession of the Items. Without in any way limiting the foregoing, Purchaser will sign any and all notices of transfer, releases of liability and any and all other documents, and do any other acts as may be required by Studio or its assigns or licensees to further evidence or effectuate Studio's rights and/or Purchaser's obligations as set forth in this Agreement and that are consistent with the terms in this Agreement, including, without limitation, to comply with any requirements of any government agency.

7. **Transfer of Rights**: Studio hereby irrevocably and exclusively assigns and transfers its entire right, title, and interest in and to the Items to Purchaser. Purchaser will be able to modify, sublicense or sell the Items anywhere, in perpetuity. Purchaser will be solely responsible for making any and all payments, including, without limitation, any fees or taxes (unless such taxes or fees are due and owned by Studio prior to the execution of this agreement), and for obtaining any and all third party rights, clearances or consents that may be required in connection with Purchaser's transport, ownership, use or possession of the Items. Purchaser understands it is solely responsible for any local, state, and federal taxes and fees in connection with the Items.

8. **Indemnification**: Purchaser agrees to completely defend, indemnify and hold harmless Studio, its parent, subsidiary and affiliated companies, and each of their respective officers, directors, agents, representatives, employees, successors and assigns, from and against any and all claims, actions, damages, liabilities, losses, costs, expenses and demands (including, without limitation, outside legal fees and verifiable costs) and any payments, except such payments due and owed by Studio prior to the execution of this agreement, if any, that may be due to any party of any kind or nature whatsoever, which may arise out of or result directly or indirectly from this Agreement including, but not limited to: (i) the transport, ownership, use or possession of the Items by Purchaser or anyone else; (ii) any injury to or death of any person or any loss or destruction of or damage to any property caused by or attributable to the Items, whether or not caused by Seller's negligence; (iii) any breach of Purchaser's representations, warranties, and/or agreements as contained herein (including, without limitation, any breach of Paragraphs 4 herein); (iv) any unauthorized use of Seller's trade names, trademarks, processes, ideas, methods or devices by Purchaser, its subsidiaries, manufacturers, distributors or the employees or agents of any of the foregoing; (v) any unauthorized use of any materials in connection with the Items; (vi) any other actions by Purchaser including, without limitation, any act of unfair competition in connection herewith, or any acts or omissions of Purchaser, Purchaser's employees, agents, independent producers, contractors, suppliers, clients, successors, assigns, licensees or anyone else who transports, owns, uses, possesses or in any way comes in contact with the Items.

9. **Trademark/Logo**: Purchaser agrees, represents and warrants that the Items will not be used in any way that may be negative, derogatory to or critical of Studio, its parent, subsidiary or affiliated companies, any person or entity connected with Studio or its parent, subsidiary or affiliated companies, or any program produced and/ or broadcast by Studio (including, without limitation, the Production). Additionally, Purchaser will not use or refer in any way to any name, trademark, service mark, trade name or logo of Studio, its parent, subsidiary or affiliated companies, or any of their officers, talent, cast, crew, agents, representatives or employees, or any show produced or distributed by Studio or its parent, subsidiary or affiliated companies (including, without limitation, the Production) in connection with Purchaser's use, rental, lease, sale and/or disposal of any of the Items. In the event Purchaser sells or otherwise disposes of any of the Items, Purchaser represents, warrants and agrees Purchaser will secure, in writing, from any purchaser or transferee the obligations provided in this Paragraph 9.

10. **Remedies:** Notwithstanding any remedy to which Purchaser may become entitled in equity or at law, Purchaser hereby waives any right it may have to enjoin or seek to enjoin the development, production, exhibition, merchandising, advertising, promotion, distribution, and/or other exploitation of the Production.

11. **Governing Law:** Studio and Purchaser agree that this Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America applicable therein to contracts negotiated, executed, and fully performed within the state of California regardless of where performance of this Agreement may actually occur. Each party hereby irrevocable and unconditionally waives to the fullest extent permitted by law any right it might have to trial by jury in respect to any action brought to enforce (or otherwise relating to) this Agreement.

12. **Waiver**: Each party hereto hereby expressly waives any and all rights which it may have under the provisions of Section 1542 of the Civil Code of the State of California, which Section reads as follows:

> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

13. **Authority**: Purchaser hereby represents and warrants that: (i) the undersigned has the full authority to enter into this Agreement on behalf of Purchaser and has the right to grant the releases contained herein; and (ii) no additional consent of any third party is required.

14. **Miscellaneous**: This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior agreements or understandings between the Parties hereto pertaining to the subject matter of this Agreement. Purchaser represents and agrees that Purchaser has not relied in any way on any representations or statements not contained in this Agreement. This Agreement may not be changed, modified, renewed, extended, cancelled or discharged, or any covenant or provision waived except by an agreement in writing signed by each of the Parties. If any provisions of this Agreement are held to be void or unenforceable, all other provisions of this Agreement will continue in full force and effect, provided, however, that the aggregate of all such provisions found to be invalid or unenforceable does not materially affect the benefits and obligations of the Parties to this Agreement as a whole.

The Parties acknowledge their agreement with the foregoing by signing in their respective spaces provided below.

PURCHASER:

By: _____

Print Name: _____

Title: _____

STUDIO:

By: _____

Print Name: _____

Title: _____

By: _____
Liz Miller
EVP, Head of Production

By: _____
Hilary Wagner
SVP, Production Finance

EXHIBIT "A"

[Attached as separate pages]