

CINE CAPITAL GROUP, LLC.

EQUIPMENT RENTAL/LEASE AGREEMENT

Lessee agrees to indemnify and hold Cine Capital Group, LLC. (hereinafter referred to as "CCG") harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney fees arising out of, connected with, or resulting from the rental/lease of any equipment, including motor vehicle, or the employment of any personnel provided by CCG hereunder provided: however, that Lessee shall have no obligation to indemnify and hold harmless CCG for it's sole negligence or for the intentional or wanton misconduct of any personnel by CCG hereunder.

Lessee shall secure and maintain (a) All Risk Physical Damage insurance including coverage for collision and upset and comprehensive losses to the equipment rented from CCG hereunder, and (b) Comprehensive General Liability and Business Automobile Liability insurance both in an amount of not less than \$1,000,000 (one million USD) Combined Single Limit for personal injury, bodily injury and property damage. The Comprehensive General Liability form shall include the coverage parts for broad form contractual liability. The Business Automobile Liability policy shall include coverage for Hired and Non-Owned Automobile Liability and Physical Damage. Lessee shall provide certificate of insurance signed by an authorized representative of the Lessee's insurance company, evidencing that Lessee is in compliance with insurance provisions of this agreement. Lessee shall have the insurance company providing coverage required hereunder add the interest of CCG as Additional Insured and Loss Payee as CCG's interest may appear in reference to any and all equipment provided by CCG under the terms and conditions of this agreement. Any insurance certificate provided in accordance with this Agreement shall stipulate the CCG shall receive 30 days written notice of cancellation from the insurance company providing the required coverage prior to any cancellation or reduction in the limits of liability; each such certificate issued to CCG shall stipulate that the coverage's indicated on the insurance certificate shall be primary coverage and not contributing with any other insurance maintained by CCG. It is agreed that Lessee's insurance coverage shall commence at the time any of the CCG's equipment leaves CCG's premises and shall remain in full force and effect until the equipment is returned to the premises of CCG unless CCG shall stipulate that such equipment is to be returned to a specific location other than CCG's premises.

Lessee agrees to provide adequate evidence that Lessee has met the insurance requirements as indicated herein by filing with CCG a fully executed Certificate of Insurance at or prior to the delivery of any equipment or vehicles rented or leased by Lessee hereunder.

Lessee agrees to indemnify, defend and hold CCG harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities including reasonable attorney fees arising out of, connected with, or resulting from the manufacture, alteration or modification by CCG, his employees or agents, of any equipment or vehicles supplied to Lessee pursuant to the agreement.

Equipment coverage shall be provided on replacement cost basis. If provided on actual cash value basis and in the event of loss and/or damage, Lessee shall pay the difference between the actual cash value and replacement cost.

It is further understood and agreed that Lessee shall be obligated for loss of rental income until such time as equipment is fully repaired and returned to CCG or full payment in settlement of loss received by CCG.

LESSEE LEGAL ENTITY NAME: _____ DATE: _____

NAME: _____ TITLE: _____ SIGNATURE _____

LESSOR CCG _____ TITLE _____ DATE _____