

**WARNER BROS. STUDIO OPERATIONS PROPERTY DEPARTMENT
RENTAL AGREEMENT 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 Operations ("WBSO") hereby agree as follows:

- Article Usage: 1. Lessee agrees to rent the items listed on the Rental Agreement (collectively, the "Property Item(s)") at WBSO's weekly rental rates described on the Rental Agreement ("Rental Rate(s)"), subject to these Terms and Conditions (together with the Rental Agreement, the "Agreement"). 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(s) other than normal wear and tear. Lessee agrees that it will comply with all applicable laws, rules and regulations with respect to the Property Item(s). In addition, Lessee agrees not to replicate, duplicate, or copy the Property Item(s) or any part thereof including, without limitation, styles, patterns, designs or other creative elements, without the prior written consent of WBSO. In the event WBSO grants such consent and Lessee subsequently replicates, duplicates or modifies the Property Item(s), then such modified Property Item(s) shall become the sole property of WBSO. ALTERATION RESTRICTIONS - Lessee agrees that no alterations and/or changes including, without limitation, re-upholstering, refinishing, or reworking of the Property Item(s) shall be made without prior written approval from WBSO, 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 WBSO shall be paid by Lessee.
- Rental Period: 2. The Property Item(s) 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 Item(s) on or before the expiration or sooner termination of the Rental Period except as otherwise agreed to in writing by WBSO. If WBSO authorizes Lessee to extend the Rental Period, Lessee shall be invoiced additional Rental Rates as determined and invoiced by WBSO 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 Item(s) to WBSO in the same condition as received, except for normal wear and tear. Lessee agrees that if the Property Item(s) returned to WBSO are in need of repair, Lessee shall pay to WBSO the cost of such repair (the "Repair Value") as determined by artisans from the craft areas and/or licensed appraisers, all of whom shall be selected by WBSO (the "Appraisers"). Should the Property Item(s) be damaged beyond normal wear and tear, altered from the condition in which it was received by Lessee from WBSO, lost, or not returned by Lessee, Lessee shall promptly pay WBSO the full amount of the cost to replace any such Property Item(s), 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 Item(s) is also an estimate of the Replacement Value of the Property Item(s). However, if WBSO believes that, at the time of replacement, the actual Replacement Value is greater than the Fair Market Value, WBSO may have the Property Item(s) valued by the Appraisers to determine the actual Replacement Value to be paid to WBSO by Lessee, and Lessee agrees to pay WBSO such actual Replacement Value. Lessee agrees and acknowledges that the determination(s) whether the Property Item(s) are in need of repair or replacement shall be made at WBSO's sole discretion.
- No Warranty; Limit of Liability: 4. Lessee warrants, represents and acknowledges: (i) that it has inspected the Property Item(s); (ii) that the Property Item(s) are in good repair, usable condition and working order; (iii) that the Property Item(s) are accepted in their "as is" "all faults" condition; and (iv) that WBSO makes no representation or warranty whatsoever, express or implied, in connection with the Property Item(s) or this rental including, without limitation, no warranty of merchantability or fitness for a particular purpose. Any description of the Property Item(s) contained in this Agreement is for the sole purpose of identifying such Property Item(s). Any complaints, allegations, or claims that Lessee has concerning Rental Rates, Property Item conditions, or otherwise, must be brought to WBSO management's attention within 24 hours from receipt of the Property Item(s), and Lessee waives the right to raise such issues at a later date. WBSO 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 Item(s). 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 Item(s). In no event shall the Indemnitees (as defined below) be liable for any consequential, special, incidental, indirect (including, without limitation, loss of profits) or punitive damages arising out of or related in any way to this Agreement or the Property Item(s). WBSO's liability for damages, if any, arising out of any breach, errors, omissions, interruptions, delays or defects in any of the Property Item(s), facilities, services or anything else otherwise provided by WBSO under or in connection with this Agreement shall in no event exceed an amount equal to the actual charge for which WBSO has invoiced Lessee under this Agreement.

Indemnification by Lessee; Attorney's Fees: 5. Lessee agrees to defend, indemnify and hold harmless WBSO, WB Studio Enterprises Inc., Warner Bros. Entertainment Inc., Warner Bros. Discovery, Inc. and their affiliated and related divisions and entities and each of their shareholders, directors, agents, officers and employees (collectively, the "Indemnitees"), 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 the Agreement, or Lessee's use of the Property Item(s), facilities or services including, but not limited to, the loss of or damage to any Property Item, 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 Item(s). Lessee agrees to obtain and furnish to WBSO, if WBSO requests the same, satisfactory evidence of such insurance as WBSO may reasonably require.

Arbitration; Miscellaneous: 6. This Agreement shall be governed by and construed in accordance with California law, without regard to its conflict of laws provisions. The parties agree that any disputes arising out of this Agreement shall be submitted to final, binding arbitration conducted in Los Angeles County under JAMS' Expedited Arbitration Procedures Rules and Procedures before a single, neutral arbitrator who shall have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in Los Angeles County. Notwithstanding the foregoing, either party shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of this Agreement) or pursue any claim for a particular form of relief that may not be arbitrated pursuant to applicable law in the state and federal courts in Los Angeles County. If any legal action is necessary to enforce this Agreement or an arbitration award, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled. If any portion of this Agreement is held invalid, the remaining sections shall remain in full force and effect.

"LESSEE"

(Production Co.)

("Project Name")

"WBSO"
WARNER BROS. STUDIO OPERATIONS,
a division of WB STUDIO ENTERPRISES INC.

BY: _____
PRINT NAME: _____
TITLE: _____
DATE: _____

BY: _____
PRINT NAME: Mark Pincus
TITLE: Senior Vice President
DATE: _____