

LOAN OUT AGREEMENT

This Loan Out Agreement ("Agreement") is entered into as of this July 1, 2013 (the "Effective Date") by and between Woodridge Productions, Inc. ("Production") with an office at 5650 University Boulevard SE, Building B, 2nd Floor South, Albuquerque, New Mexico 87106, and Davie-Brown, Inc. ("DBE"), with offices at 4721 Alla Road., Marina Del Rey, California 90292 on behalf of its client, Harley-Davidson Motorcycle Company, Inc. ("Client"). This Agreement is not effective until approved by Client.

1. Production Rights and Obligations:

1.1 Subject to Production's compliance with its obligations hereunder, DBE and Client hereby loan to Production on a temporary basis from the day Production takes possession of the Client Motorcycle ("Motorcycle") listed on Exhibit A until March 1, 2014, unless the loan is sooner terminated in accordance with the provisions herein (such period is referred to herein as the "Term").

1.2 Client grants to Production the non-exclusive, non-transferable worldwide permission to use and incorporate the Motorcycle specified on Exhibit A within the body of the production currently entitled "Night Shift" (the "Project").

Production agrees as follows:

(a) Production will provide DBE and Client a script, storyboard, synopsis or other material describing the proposed use of the Motorcycle, for approval by DBE and Client, at least forty eight (48) hours in advance of the shoot. Production will also provide DBE and Client with any changes to an approved script, storyboard, synopsis or other material that involve the use of the Motorcycle for approval in advance of the shoot. The Motorcycle shall be presented in the Project in a manner consistent with the scripts, storyboard, synopsis or other materials provided to Client.

(b) Production shall not cause or permit any modification and/or alteration of the Motorcycle without Client's prior written approval. Production shall be responsible for all operating expenses (including fuel, maintenance and repair expenses) related to Production's use or possession, while the Motorcycle is in its possession or control.

(c) In no event may the Production portray the Motorcycle in a manner that casts Client, its parent company, or any of their respective distributors, dealers, or dealer associations, and/or their respective products or services in a defamatory or disparaging manner.

(d) Production will ensure that all operators of the Motorcycle have a valid motorcycle operator's license in their state of residence, are properly trained to operate a motorcycle, and do not operate the Motorcycle under the influence of alcohol, drugs or other substances that impair driving ability. All operators and passengers must wear a government approved motorcycle helmet (in the U.S., a motorcycle helmet that meets D.O.T. standards). Production's use of the Motorcycle shall be for business use only as it relates to the Project. Production shall not allow anyone to operate the Motorcycle for personal use.

(e) Production shall be solely responsible for and shall pay all traffic violations, tickets and or summonses including any fines, forfeitures and penalties incurred solely by reason of Production's use of the Motorcycle and Production hereby agrees to indemnify, defend and hold Client and DBE harmless therefrom. Operators must notify Client in writing of any citations they are given by any law enforcement agency while using the Motorcycle and will provide a copy of that citation to Mike Roach, 3700 W. Juneau Ave., P.O. Box 653, Milwaukee, WI 53201.

(f) By the next business day following the occurrence of any accident involving the Motorcycle, Production shall furnish to DBE an oral report of such accident. Promptly thereafter, Production shall furnish a written police report thereof and send a copy to Mike Roach, Project Manager, 3700 W. Juneau Ave., P.O. Box 653, Milwaukee, WI 53201, and to the liability insurer of the Motorcycle using a form supplied by the insurer for such purposes. If any claim is made or action commenced for death, bodily injury or property damage resulting from the condition, use, or operation of Motorcycle, Production shall promptly notify Client thereof, furnish Client with a copy of every demand, notice, summons, process, and pleading received in connection therewith, and cooperate with Client in the investigation thereof.

2. **DBE Obligations:** DBE shall cause the Motorcycle to be released to Production at a mutually agreed upon delivery time and location. Thereafter, and until return of the Motorcycle to DBE as hereinafter provided, Production shall be solely responsible for the Motorcycle, including but not limited to, any loss or damage thereto, or theft thereof, except if due to the negligence or willful misconduct of DBE and/or Client.

survive the termination of this agreement. Production agrees to notify DBE and Client in writing of any claim or demand promptly upon learning of its existence, and upon their request, Production shall assume the defense of any claim or demand for which Production is liable hereunder.

5.2 DBE and Client agree to indemnify, defend and hold harmless Production, its parent(s), subsidiaries, successors, licensees, related and affiliated entities, and their directors, officers, agents, representatives, employees and assigns of each of them, from and against any and all liabilities, claims, demands, obligations, causes of action, lawsuits, fines, costs (including settlement costs) and expenses associated therewith, actions, losses, damages and expenses, (including, without limitation, reasonable outside attorneys' fees, disbursements and costs) judgments, subrogations or other damages, including, without limitation, for personal injury or property damage, in any way arising out of or resulting, directly or indirectly, from any of the following: (a) their breach of any term, condition, representation or warranty under this Agreement; or (b) a defect in or malfunction of Motorcycle that existed prior to delivery to Production; (c) (if applicable) the transport of the Motorcycle by DBE or Client to and from any location, including, without limitation, any location designated by Production; and (d) the negligence or wrongful acts or omissions of DBE and/or Client or their respective employees, agents or contractors, provided Client is not responsible for the acts or omissions of DBE that were not authorized by Client. The provisions of this paragraph shall survive the termination of this agreement. DBE and/or Client agree(s) to notify Production in writing of any claim or demand promptly upon learning of its existence, and upon Production's request, DBE and/or Client shall assume the defense of the claim or demand.

6. **Insurance:** Production shall maintain, at its own expense, the following insurance, with minimum limits as set forth below:

6.1 Commercial General Liability (including personal/advertising injury) and contractual liability with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

6.2 Workers' Compensation - Statutory (for all states of operation) including Employers' Liability with limits of not less than \$1,000,000 per occurrence. Coverage may be provided by Production's payroll service company.

6.3 Commercial Auto Liability (covering all owned, non-owned, hired or borrowed vehicles, including motorcycles) with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. All motorcycle use shall be fully covered and insurance policy shall not contain any coverage restrictions or policy exclusions related to the motorcycles being used for business purposes only.

6.4 Excess / Umbrella Liability coverage with a combined minimum limit of \$5,000,000 per occurrence for bodily injury and property damage. Umbrella excess coverage must sit in excess of both commercial general liability and commercial auto liability.

6.5 Media Broadcasting Errors and Omissions Liability Insurance (E&O) with respects to the film and video production business: Such insurance shall, (a) cover the liability of Production by reason of any actual or alleged error, omission, negligent act or wrongful act of the Production committed in rendering or failing to render any products or services in accordance with this Agreement; (b) provide limits of not less than \$5,000,000 per occurrence; and (c) be maintained for a period of not less than two years after the expiration of this Agreement.

6.6 All coverages required will name DBE and Client as additional insureds (except 6.2 Workers' Compensation). All of Production's liability insurance policies will be primary and non-contributory to any other insurance which may be available to DBE and Client. Except if due to the negligence or willful misconduct of DBE and/or Client, Production waives any and all rights and claims it may have against DBE or Client for losses covered under Production's insurance policies and waives any and all rights of subrogation against DBE and the Client by its insurers.

6.7 Prior to taking possession of the Motorcycle, Production shall furnish DBE with a Certificate of Insurance evidencing the above coverages, which lists all deductibles and/or self-insured retentions, naming DBE and Client as additional insureds (except 7.2 Workers' Compensation), include a positive statement that Production's insurance is primary and non-contributory to any other insurance which may be available to DBE or Client, and include a positive statement that Waiver of Subrogation is granted (except E&O). Notice of cancellation shall be in accordance with policy provisions. Such certificate shall be in the form acceptable to DBE and Client and must be underwritten by a carrier reasonably satisfactory to DBE and Client with an AM Best rating of not less than A-VII. Production's purchase of appropriate insurance coverage or the furnishing of the certificate of insurance shall not release Production from its obligations or liabilities under this Agreement. Production understands that neither DBE nor Client is obligated to provide any insurance hereunder. Production shall be fully responsible for discharging all self-insurance retentions and deductibles and paying all insurance premiums. Production shall provide DBE and

Client at least thirty (30) days prior written notice of insurance policy cancellations, materials changes, or coverage/limits modifications.

7. **Termination for Breach:** DBE and/or Client reserves the right to terminate all or any part of this Agreement without any liability whatsoever to Production, (a) if Production repudiates or breaches any of the material terms of this Agreement and fails to cure such breach within ten (10) days of receipt of written notice thereof; or (b) immediately, upon the insolvency of Production, the filing of any petition by or against Production under any bankruptcy, reorganization or receivership law, the execution by Production of an assignment for the benefit of creditors, appointment of any trustee or receiver of Production's business or assets or any part thereof or Production's suffering any lien, attachment or levy to become attached to a Motorcycle.

8. **Relationship of the Parties:** Production, Client and DBE are independent contracting parties, and nothing contained in this Agreement shall be deemed to create a partnership, joint venture or agency relationship between them, nor does it grant either party any authority to assume or create any obligation on behalf of or in the name of the other.

9. **Confidentiality:** Except for information which the receiving party can prove is (a) part of the public domain, (b) independently developed by the receiving party outside of this Agreement free of any obligation of confidence, or (c) rightfully obtained by the receiving party from a third party free of any obligation of confidence, the parties hereto agree that the provisions of this Agreement, the teleplay of the Project, all other contents of the Project, as well as all products and information submitted by DBE on behalf of Client, or prepared by the parties hereto pursuant to this Agreement (collectively "Confidential Information"), will be treated as confidential and proprietary. Except as specifically authorized in writing by the disclosing party, the receiving party shall not sell, publish or otherwise disclose, to any third party, any Confidential Information of the disclosing party, without the prior written consent of the disclosing party. The provisions of this Section shall survive any termination or expiration of this Agreement.

10. **Notices:** Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be deemed duly given when personally delivered or sent registered or certified mail, return receipt requested, postage prepaid, expedited courier service, or by cable or facsimile, confirmed by letter, to the addresses indicated in the opening of this Agreement, unless otherwise indicated by the parties. A copy of all notices under this Agreement shall be sent to Client and Production's corporate office as follows:

CLIENT:
Harley-Davidson Motor Company, Inc.
3700 West Juneau
Milwaukee, WI 53208
Attention: General Counsel

PRODUCTION:
Woodridge Productions, Inc.
10202 West Washington Boulevard
Culver City, CA 90232
Attention: Gregory K. Boone, EVP, TV Legal

11. **Dispute Resolution:** Any controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation shall be submitted to final and binding arbitration before a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The parties will share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). Nothing in this paragraph shall affect either party's ability to seek from a court injunctive or equitable relief at any time to the extent same is not precluded by another provision of this Agreement.

12. **Remedies:** The rights and remedies of DBE and/or Client in the event of any breach by Production of this Agreement shall be limited to DBE's and/or Client's right to recover damages, if any, in an action at law. In no event shall DBE and/or Client be entitled to terminate or rescind this Agreement or any right granted to Production hereunder, or to enjoin or restrain or otherwise impair in any manner the production, distribution, or exploitation of the Project, or any parts or elements thereof, or the use, publication or dissemination of any advertising, publicity or promotion in connection therewith. Notwithstanding the foregoing, the Parties agree that DBE and/or Client retain the right to pursue any and all remedies, including injunctive relief, in the event that Production breaches the portion of this Agreement prohibiting it from using the Motorcycle or images, photographs or replicas thereof as or as a part of any consumer products (i.e. on clothing or as standalone toy replicas). Such injunctive relief is limited only to Production's release of any consumer product that has been determined a breach of the foregoing.

13. **Waiver, Assignment, Severability:** The failure of either party hereto to demand strict performance by the other party of any of the terms, covenants or conditions set forth herein shall not be construed as a waiver or relinquishment of that party's right to demand strict and complete performance by the other party of said terms, covenants and conditions. Client and DBE agree that Production may license, assign and otherwise transfer this Agreement and all rights granted by Client and DBE to Production under this Agreement to any person or entity. If the application of any provision of this Agreement to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitrator or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of this Agreement, shall not in any way be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties.

14. **Entire Agreement:** This Agreement reflects the complete understanding between the parties hereto and supersedes all prior discussion and understanding, oral or otherwise, between the parties hereto.

15. **Third Party Beneficiary:** DBE and Production hereby acknowledge and agree that Harley-Davidson Motor Company, Inc. and any of its parent, subsidiary and affiliate companies (collectively "Harley") are intended to be, and shall be, a third party beneficiary of this Agreement. All rights of DBE under this agreement, and all obligations of Production hereunder, shall inure to the benefit of Harley and Harley shall be entitled to enforce such rights as if a party hereto.

16. **Limitation of Liability.** IN NO EVENT SHALL CLIENT OR DBE BE LIABLE OR OBLIGATED TO PRODUCTION IN ANY MANNER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. LIKEWISE, IN NO EVENT SHALL PRODUCER BE LIABLE OR OBLIGATED TO DBE OR CLIENT IN ANY MANNER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, IN EXCESS OF ITS MAXIMUM INSURANCE COVERAGES SET FORTH IN SECTION 6, EVEN IF INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY. FOR CLARIFICATION, THIS SECTION DOES NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5 AND THE PARTIES' INDEMNIFICATION OBLIGATIONS ARE IN NO WAY LIMITED OR CAPPED.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

DAVIE-BROWN, INC.
By: [Signature]
Its: CEO

WOODRIDGE PRODUCTIONS, INC.
By: [Signature]
Its: LINE PRODUCER

Approved:
HARLEY DAVIDSON MOTOR COMPANY, INC.
By: [Signature]
Its: Manager Media Relations

EXHIBIT A
DESCRIPTION OF PRODUCTS TO BE LOANED TO PRODUCTION

One (1) Fat Boy Lo motorcycle – Valued at \$16,800, VIN 1HD1JNV37CB011456