

HARDWARE LOAN AGREEMENT

This **HARDWARE LOAN AGREEMENT** ("**Agreement**") is made and entered into as of May 1, 2008 ("**Effective Date**"), by and between Omelet, LLC, a California limited liability company with an address of 3780 Wilshire Boulevard, 5th Floor, Los Angeles, CA 90010 with a telephone of 213 427 6400 and fax of 213 427 6401 ("**Omelet**"), and the company or individual identified below ("**You**," "**Your**," "**Yours**"). This Agreement will be effective only after you return a fully completed and executed form to Omelet via fax or email *in addition to* sending an original executed copy to Omelet at the address above to the attention of Mark A. Vega, COO.

Company (or Individual) Name: _____
Contact Name (if different from the above): _____
State of Incorporation (if Company): _____
Address: _____
City and State: _____
Phone Number: _____
Fax Number: _____

RECITALS

Omelet desires to loan You certain hardware so that You may use such hardware during Your participation in the Ultimate Video Relay (the "**UVR**") with details at www.ultimatevideorelay.com (the "**Site**");

You desire to borrow certain hardware from Omelet to use during Your participation in the UVR.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. LOAN OF HARDWARE TO COMPANY.

1.1 Loan. Omelet will, without charge, loan to You the Omelet hardware described in Exhibit A, (collectively, the "**Omelet Hardware**") on a temporary basis during the term of this Agreement for the purposes of participating in the UVR.

1.2 Delivery of Omelet Hardware. Omelet will deliver the Omelet Hardware to the delivery address specified in Exhibit A ("**Delivery Address**"). Omelet shall be responsible for all costs associated with freight, insurance and packaging related to the transportation of the Omelet Hardware to and from the Delivery Address. Omelet will supply you with prepaid return packaging for use in shipping the Omelet Hardware back to Omelet.

1.3 Damage. If the Omelet Hardware is damaged or destroyed while in Your or Your agents' possession, Omelet may, at Your expense repair or replace such equipment. Upon termination or expiration of this Agreement, all Omelet Hardware will be returned to Omelet in the same condition as You received it, except for reasonable wear and tear. Omelet expects there to be ordinary wear of the Omelet Hardware as part of its use; however, Omelet reserves the right to hold You responsible for loss or damage of the Omelet Hardware caused by Your negligence.

2. **OWNERSHIP OF OMELET HARDWARE.** Except as expressly loaned to You in this Agreement, Omelet retains all right, title and interest in and to the Omelet Hardware.

3. EQUIPMENT INSPECTION. Omelet shall have the right to inspect the Omelet Hardware at any reasonable time, provided that (i) it has given twenty-four (24) hours' prior notice to You, (ii) it shall be accompanied by an employee of Omelet all times while performing such inspection, and (iii) it shall comply with Your security procedures. You shall not remove any property tags placed on the Omelet Hardware.

4. DISCLAIMER. THE OMELET HARDWARE IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." OMELET AND DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF ANY KIND, RELATED TO THE OMELET HARDWARE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALSO, THERE ARE NO WARRANTIES OF TITLE OR NON-INFRINGEMENT WITH RESPECT TO THE OMELET HARDWARE

5. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE THE OMELET HARDWARE OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED. THE FOREGOING EXCLUSION SHALL APPLY EVEN IF THE BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6. TERM AND TERMINATION

6.1 Term. This Agreement shall commence on the Effective Date and continue through midnight Pacific Standard Time on the applicable video submission date (for Act II or Act III) as specified on the Site (the "Term"), unless terminated in accordance with Section 6.2 or extended as set forth in this Section 6.1.

6.2 Termination. This Agreement may be terminated at any time by either party, with or without cause, effective upon notice of termination.

6.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Company will return to Omelet the Omelet Hardware within ten (10) business days following the termination date. Omelet shall have the right to obtain from You the fair market value of the Omelet Hardware, or any portion thereof, that You fail to return to Omelet upon termination of this Agreement. If requested by Omelet, You will provide a declaration signed by an officer of Omelet attesting that the Omelet Hardware has been returned to Omelet.

6.4 Survival. The following Sections shall survive any expiration or termination of this Agreement: Sections 4, 5, 6, and 7.

7. GENERAL

7.1 Governing Law/Jurisdiction/Attorneys' Fees. This Agreement shall be construed and controlled by the laws of the State of California, and You consent to exclusive jurisdiction and venue in the federal courts sitting in Los Angeles County, California, unless no federal jurisdiction exists, in which case Company consents to exclusive jurisdiction and venue in the Superior Court of Los Angeles County, California. You waive all defenses of lack of personal jurisdiction and forum non conveniens. Process may be served on either party in the manner authorized by applicable law or court rule. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

7.2 Notices. All notices and requests in connection with this Agreement shall be deemed given as of the day they are received by the other party via messenger, delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed as first specified above, or to such other address as the party to receive the notice or request so

designates by written notice to the other.

7.3 Independent Contractors. The parties hereunder are operating as independent contractors, and nothing in this Agreement shall be construed as creating a partnership, franchise, joint venture, employer-employee or agency relationship.

7.4 Severability. If any provision of this Agreement shall be held by the court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, the parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

7.6 Costs. Each party will be responsible for covering their respective costs and expenses in performing their duties under this Agreement, unless expressly provided otherwise in this Agreement.

7.7 Headings. The section headings used in this Agreement are for convenience only and shall not be given any substantive effect.

7.8 Assignment. You may not assign this Agreement, or any rights or obligations hereunder, whether by operation of contract, law or otherwise, except with the express written consent of Omelet, and any attempted assignment by You in violation of this Section shall be void. For purposes of this Agreement, an "assignment" by You under this Section shall be deemed to include, without limitation, each of the following: (a) if You are a company, a change in beneficial ownership of the company of greater than twenty percent (20%) (whether in a single transaction or series of transactions) if You are a partnership, trust, limited liability company or other like entity; (b) Your merger with another party, whether or not You are the surviving entity; (c) the acquisition of more than twenty percent (20%) of any class of Your voting stock (or any class of non-voting security convertible into voting stock) by another party (whether in a single transaction or series of transactions); and (d) the sale or other transfer of more than fifty percent (50%) of Your assets (whether in a single transaction or series of transactions).

7.9 Entire Agreement. This Agreement, including all Exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of the Omelet and Omelet by their respective duly authorized representatives. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized representatives.

OMELET, LLC

You: _____

By: _____

By: _____

Name (print): Mark A. Vega

Name (print): _____

Title: COO

Title: _____

EXHIBIT A

Omelet Hardware

Falcon 17" DRX model Laptop computer with the following pre-installed:

Windows Ultimate Vista operating system;

Pinnacle Software editing suite

Sony HDR – SR11 Handycam video camera

Sony camera accessories:

Soft carrying case;

Sony Gun Shoe microphone (model HC42/PC)

Sony tripod with remote control

Delivery Address:

To Omelet:

To You:

3780 Wilshire Boulevard, 5th Floor

Los Angeles, CA 90010

Attn: Mark A. Vega
