

Carmichael Lynch
Carmichael Lynch Spong
Carmichael Lynch Thorburn

110 North 5th Street - Suite 1000
Minneapolis, MN 55403

P (612) 334 6000
F (612) 334 6090

carmichaellynch.com

Purchase Order

No. 68233

NORTH RIVER ENTERTAINMENT
16 MAPLE ST
ARDSLEY, NY 10502

NOTE:

1. P.O. and JOB NUMBER must appear on ALL invoices, packages, and correspondence.
2. Attach copy of order and invoice in triplicate.
3. All invoices should be addressed to:
CARMICHAEL LYNCH ACCOUNTING DEPARTMENT
4. If your costs will exceed the figure below, it is your obligation to notify us and obtain consent before any additional cost is incurred.

ADVERTISER: SUBARU OF AMERICA
DATE ORDERED: 02/25/09
DATE REQUIRED: 02/25/09
JOB ORDER NO: 1SOAOO-0605-09
JOB TITLE: 2009 MARCH SALES EVENT TV

CHARGE TYPE	DESCRIPTION	NET AMOUNT
STFT	STOCK FOOTAGE	10370.00
TOTAL NET:		10370.00

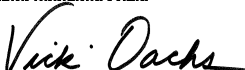
NEGOTIATE USAGE TO LICENSE A FORESTER VERSION OF "SPRING EXPLOSION"
PER DIRECTION OF BRYNN HAUSMANN, SR. EXECUTIVE INTEGRATED PRODUCER.

NRE REFERENCE "SUBARU FINAL FORESTER 2-23"

NRE TO PROVIDE CONTRACT TO AGENCY OF FOOTAGE LICENSED ALONG WITH
COPIES OF THE INDIVIDUAL INVOICES, POS AND THUMBNAILS.

PLEASE SIGN po & RETURN WITH YOUR INVOICE DIRECTLY TO VICKI.OACHS@
CLYNCH.COM.

THANKS GINA & GEORGE!

Originator VICKI OACHS	Vendor's Signature / Date
Originator Signature / Date  <small>Digitally signed by Vicki Oachs DN: cn=Vicki Oachs, c=US, o=Carmichael Lynch, ou=Production, email=v.oachs@clynch.com Location: Carmichael Lynch, 110 No. 5th St., Minneapolis, MN 55403 Date: 2009.02.25 15:39:33 -0600</small>	If your costs will exceed the above figure it is your obligation to notify us and obtain consent before any additional cost is incurred. Please Note: This purchase order is subject to the additional provisions on the reverse side hereof.

Additional Provisions

a. Parties Agency is acting as agent for the Client named on the first page of this purchase order ("PO"). The Agency will be liable for the stated payments to the Supplier only in the event that the Agency has been paid by the Client for the materials furnished hereunder; if the Agency has not been paid by the Client, responsibility for payment rests solely with the Client. If no Client is described on the first page of this PO, the term "Client" shall mean Agency. Supplier, acting as an independent contractor, warrants and represents that it has full power to accept and perform all terms and conditions of this PO.

b. Delivery Of Releases Supplier shall not be entitled to payment for the material furnished hereunder unless all releases required herein have been delivered to Agency in a timely manner.

c. Copyright Ownership/Use In the event that the material that is the subject of this PO is copyrightable subject matter, Supplier and Agency hereby agree that for the purposes of this PO the material shall be a work made for hire and the property of Agency as agent for Client. In the event that any material that is the subject of this PO is not copyrightable subject matter, or for any reason cannot legally be a work made for hire, then, and in such event, Supplier hereby assigns all right, title and interest to said material to Agency as agent for Client and agrees to execute such documents as may be necessary to evidence such assignment(s). Any terms of ownership or use other than as provided in this paragraph must be specifically stated in writing on the first page of this PO; otherwise any limitations on ownership or use shall be deemed void. Without limiting the foregoing, if Agency's right to use any material is in any way limited in time, Supplier agrees that during the period of use, Agency's rights shall be exclusive and Supplier will not use, license or permit the use of the material for any other purpose, except only as may otherwise specifically be set forth on the first page of this PO.

d. Scope Of Rights Without limiting the provisions of paragraph c hereof and unless otherwise provided on the first page of this PO, the rights of Agency herein include, but are not limited to: (a) the right to use the material in such manner as Agency shall determine; (b) the right to alter or rearrange such material; (c) the right to secure copyright therein; and (d) the right to sell or otherwise exploit such material.

e. Suppliers Warranty Unless otherwise provided on the first page of this PO, Supplier hereby represents and warrants: (a) that no third party has any rights in, to, or arising out of, the material supplied hereunder; (b) that Supplier has full and exclusive right and power to enter into this agreement; (c) that all models and any other living persons, or representatives of any deceased persons, whose names or likenesses are used in the material, and the owner of any unique or unusual inanimate objects that are used in the material, have executed releases allowing unlimited use by Agency; (d) that the material supplied hereunder complies with Agency's specifications and is free from any material defects in design or workmanship; and (e) that the material supplied hereunder complies with and/or has been produced in accordance with all applicable state and federal laws and regulations.

f. Indemnity Supplier agrees to hold Agency, Client and their respective assigns and licensees harmless from and against any loss, damage or expense, including court costs and reasonable attorneys' fees, that Agency, Client, and their assigns and licensees may suffer as a result of any breach or alleged breach of the foregoing warranties or as a result of claims or actions of any kind or nature resulting from the use in any manner of the material furnished by Supplier hereunder. Agency similarly agrees to hold harmless Supplier and its assigns and licensees with respect to any materials supplied by Agency.

g. Rejection And Approval Rights Agency reserves the right to reject and not pay for material not delivered in accordance with the specifications of this PO, including timely delivery, which is of the essence. Notice of defects in workmanship or design of the material, or notice of rejection of material, will be forwarded to Supplier promptly after Agency and/or Client have reviewed the material. If approval rights of Agency are to be limited in any way, it is the responsibility of Supplier to obtain Agency's written consent to such limitations, either on the first page of the PO, or in a separate, written agreement, signed by Agency.

h. Entire Agreement; Amendments The terms and conditions set forth herein constitute the entire agreement between the parties. The provisions of this PO shall prevail over any inconsistent provisions of subsequent invoices or other instruments originating with the Supplier. The price specified in this PO is firm except for the addition of transportation, and sales and use taxes applicable to the services and materials provided. Agency will not recognize any claim for a price increased by greater than 10%, unless approved by Agency in writing prior to the commencement of or during the course of completing the work. None of the directions provided Supplier by Agency's representatives during Supplier's fulfillment of the PO shall be considered a change of project specifications or shall justify a change in the agreed cost unless specifically agreed to in writing by the Agency. Acceptance of this PO and delivery of the work or materials ordered therein, or portions thereof, shall be considered as an acceptance of the provision of the order.

i. Cancellation This PO may be cancelled by Agency at any time prior to its acceptance of the material covered by this PO, upon written notice to Supplier. In such event, Agency will pay Supplier, in lieu of the price specified on the first page of this PO, the direct non-cancelable costs therefore incurred by Supplier and any direct non-cancelable costs committed in the performance of its obligations hereunder prior to such cancellation, provided, however, that the total amount of such costs shall not exceed the price specified on the first page of this PO. Agency will not be responsible for any cancellation fees or penalties to Supplier unless so provided on the first page of this PO or in a separate written agreement signed by the Agency and Supplier.

j. Confidentiality Supplier hereby acknowledges that all information supplied by Agency or the Client shall be deemed confidential in nature. Supplier covenants and agrees that it will not disseminate, reveal or otherwise make available to others, or use for its own purposes, any information of a proprietary or confidential nature concerning Agency or Client, learned by Supplier in the course of fulfilling this PO regarding, but not limited to, trade secrets and confidential information, advertising materials, ideas, plans, techniques and products.

k. Assignment The fulfillment of this PO, or any sums payable hereafter, may not be assigned by Supplier without the prior written consent of Agency.

l. Audit Agency shall have the right to audit those financial records of Supplier which pertain to the material specified on the first page of this PO, during ordinary business hours on not less than two (2) days' prior notice.

m. Expenses In the event that pursuant to this PO, Supplier is entitled to reimbursement of expenses, said expenses must be substantiated, by (a) subcontractor invoices and/or vouchers, together with evidence of payment, and (b) a final and complete detailed itemization of each expenditure for which reimbursement is requested. All props or other material for which reimbursement is sought must be delivered to Agency prior to payment therefore. All expense discounts must be passed on to Agency. All expenses, except those of an incidental nature, must be in accord with prior estimates approved in writing by Agency.

n. Governing law The provisions hereof shall be interpreted in accordance with the laws of the State of Minnesota.