

TRANSFER AND RELEASE AGREEMENT

Amgen Inc. ("Amgen") whose principle address is One Amgen Center Drive, Thousand Oaks, CA 91320-1789, and _____ ("Transferee"), whose address is _____, agree as follows:

- 1. **TRANSFER OF EQUIPMENT** - This Transfer and Release Agreement (the "Agreement") is executed by the parties hereto for the purpose of Amgen transferring and conveying to Transferee, via public auction or sale by third-party auctioneer Heritage Global Partners, Inc., all of Amgen's interest, including any right of ownership, in the following assets (the "Equipment"):

See attached list

- 2. **ACKNOWLEDGEMENTS** - In accepting the Equipment, Transferee represents that it is experienced in the handling and use of the Equipment. Further, Transferee acknowledges and agrees that Amgen is relinquishing all right of ownership expressed or implied to the Equipment and that title to the Equipment shall be transferred to and vested in Transferee at the time that the Equipment is delivered to Transferee.
- 3. **INFORMATION/CONTACTS** - Within five (5) business days of Transferee's purchase of the Equipment, Transferee will provide the following information to Amgen:
 - Name of Transferee's company
 - Address of the location where the Equipment will be installed
 - Contact name and phone number

Transferee will send the above information to the following address:

Attn: Alyssa Ruiz
Amgen Inc.
Mailstop 25-1-A
One Amgen Center Drive
Thousand Oaks, California 91320-1799
alyssar@amgen.com

- 4. **DISCLAIMER OF WARRANTY - AMGEN DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, RELATING TO THE EQUIPMENT INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. TRANSFEEEE ACKNOWLEDGES THAT THE EQUIPMENT IS SOLD "AS-IS" AND "WITH ALL FAULTS." TRANSFEEEE ACCEPTS THE EQUIPMENT RECEIVED IN ITS "AS-IS" CONDITION.**
- 5. **NOTIFICATION** - Transferee acknowledges that the Equipment: (i) produces x-rays when energized; (ii) may contain hazardous substances, including but not limited to lead shielding; and (iii) may require registration with applicable regulatory authorities.

6. **LIMITATION OF LIABILITY** - In no event will Amgen be liable for any damages whatsoever, incurred by Transferee or any other party arising out of this Agreement or the Equipment whether direct, indirect, special, punitive, incidental or consequential, even if Amgen has been advised of the possibility of such damages. Transferee accepts and assumes any and all liabilities resulting from the Equipment, regardless of any negligence or intentional wrongdoing, concurrent or contributory negligence, whether active or passive, or strict liability of Amgen or any Amgen Affiliate.
7. **INDEMNIFICATION** - Transferee shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Amgen and all parent, subsidiary or sibling entity of Amgen, and their directors, officers, employees, agents, successors and assigns ("Amgen Affiliates") from and against any and all claims, demands, liabilities, losses, costs, damages, liens or expenses and reasonable attorneys' fees ("Claims") arising from or in connection with this Agreement or the Equipment, including, without limitation, those Claims by reason of injury to or death of any person or damage to any property arising out of or in connection with (i) the use, delivery, handling, transportation, transfer and/or disposal of the Equipment by Transferee and (ii) Transferee's visit to Amgen's premises in connection with the foregoing.
8. **RELEASE BY TRANSFEE** - Transferee hereby releases, acquits and forever discharges Amgen, Amgen Affiliates, and their stockholders and insurers, from any and all Claims, whether known or unknown, of every kind or nature whatsoever which Transferee had or has claimed to have had or now has or claims to have, or hereafter may have or claim to have, which directly or indirectly concern, arise out of or relate to this Agreement or the Equipment, including, without limitation, those Claims by reason of injury to or death of any person or damage to any property arising out of or in connection with (i) the use, delivery, handling, transportation, transfer and/or disposal of the Equipment by Transferee and (ii) Transferee's visit to Amgen's premises in connection with the foregoing. Transferee hereby covenants and agrees that it shall not make, assert, maintain or prosecute, against any person or entity herein released, any Claims so released.
9. **WAIVER OF CIVIL CODE SECTION 1542** - Transferee hereby waives any and all provisions, rights and benefits conferred by Section 1542 of the California Civil Code or any law of any state or territory of the United States, or principle or common law, which is similar, comparable or equivalent to, Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND
TO CLAIMS WHICH THE CREDITOR DOES
NOT KNOW OR SUSPECT TO EXIST IN HIS
FAVOR AT THE TIME OF EXECUTING THE
RELEASE, WHICH IF KNOWN BY HIM MUST
HAVE MATERIALLY AFFECTED HIS
SETTLEMENT WITH THE DEBTOR.

Transferee acknowledges that this Agreement has been negotiated and agreed upon in light of this understanding, and hereby expressly waives any and all rights which it may have under Section 1542 of the California Civil Code or under any statute or rule of similar effect.

10. **GOVERNING LAW** - This Agreement is governed and must be construed and enforced in accordance with California law without regard to conflict of law principles. All actions relating to this Agreement must be brought and heard in a court of competent jurisdiction located in the County of Ventura, State of California.

[SIGNATURE PAGE FOLLOWS]

AMGEN INC.

By: _____

Name: _____

Title: _____

Date: _____

TRANSFeree

By: _____

Name: _____

Title: _____

Date: _____