



Date: _____

Proposed Title (if any) of
Material Submitted: _____

Hierarchy Pictures, Inc. & Subsidiaries
9663 Santa Monica Blvd.
Suite 441
Beverly Hills, CA 90210

RE: Literary Release

Gentlepersons:

I am on this date submitting for possible use by you, my enclosed material (hereafter called the "Material"), with the understanding, and subject to the conditions, set forth in this letter. I acknowledge that the Material was created and written by me without any suggestion or request from you that I write or create the Material. I have enclosed a copy of the Material, a synopsis thereof, or a complete description of such Material, if in film or tape form. I am executing and submitting this letter in consideration of your agreement to review the Material with the express understanding that I limit my claim of rights to the features of the Material as specifically synopsisized or as enclosed.

1. Except as otherwise specifically stated in this letter, I represent that:
 - a. the Material is original with me;
 - b. I have the exclusive right to grant all rights in the Material; and
 - c. I have exclusive rights in the title, with regard to its use in any connection with the Material.

2. You agree that you will not use the Material as the basis for a motion picture or television program unless you first negotiate with me compensation for such use; but I understand and agree that your use of material containing features or elements similar to or identical with those contained in the Material shall not obligate you to negotiate with me or entitle me to any compensation, if you determine that you have an independent legal right to use such other material which is not derived from me (either because such features or elements were not new or novel, or were not originated by me, or because another person, including your employees, has submitted or may hereafter



submit material containing similar or identical features or elements). Without limiting the foregoing, it is understood that any part of the Material which could be freely used by a member of the public may be used by you without liability to me.

3. I agree that I must give you written notice by certified or registered mail at your address set forth above of any claim arising in connection with any alleged use by you of said Material or arising in connection with this agreement, within the period of time prescribed by the applicable statute of limitations, but in no event more than ninety (90) calendar days after I acquire knowledge of such Claim, or if it be sooner, within ninety (90) calendar days after I acquire knowledge of facts sufficient to put me on notice of any such Claim, as an express condition precedent to the initiation of any action hereunder. My failure to give you written notice will be deemed an irrevocable waiver of any rights I might otherwise have with respect to such Claim. I shall further withhold commencing any arbitration proceeding, as specified below, for a period of thirty (30) days after said written notice to allow you time to investigate any Claim. If you and I are unable to dispose of any Claim within such thirty (30) day period, the Claim shall be submitted to arbitration in Los Angeles, California before an arbiter mutually selected by us who is experienced in the field with respect to the use of materials similar to the Material; or, if we cannot mutually agree, then such arbiter shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be controlled by the terms of this agreement, and any award favorable to me shall be limited to the fixing of compensation for your use of the Material, which shall bear a reasonable relation to compensation normally paid by you for similar material. Such award will provide for you and I, each respectively, to bear our own costs of arbitration and attorney's fees and the award will be final and binding on each of us and our successors and representatives.

4. I have retained a copy of said Material, and I release you from any liability for loss or other damage to the copy or copies submitted by me. Except as otherwise provided in this agreement, I hereby release you of and from any and all claims, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the Material or by reason of any claim now or hereafter made that you have used or appropriated the Material.

5. I hereby state that I have read and understand this agreement; that no oral representations of any kind have been made to me; that there are no prior or contemporaneous oral agreements in effect between us pertaining to said Material; that this agreement states our entire understanding; and that this agreement may be amended only by an instrument in writing signed by all parties. You may freely assign your rights under this agreement. Any provision of this agreement which is void or unenforceable shall be deemed omitted, and this agreement with such provision or part thereof omitted shall remain in full force and effect. This agreement shall at all times be construed so as to carry out the purposes stated herein.



