

2. Studio agrees not to use or cause to be used any Material which I may legally protect, unless such Material (or any similar material) was obtained from, or was independently created by, another source or sources, is material which I may not legally protect or is otherwise in the public domain. Notwithstanding the foregoing, if Studio uses or causes to be used any legally protectable Material of mine, and if such Material has not been obtained from, or independently created by, another source or sources, or is not otherwise in the public domain, then Studio will pay or cause to be paid to me an amount which is comparable to the compensation normally paid for similar material or an amount equal to the fair market value thereof as of the date of this Release, whichever is greater; provided, however, that such amount shall in no event exceed the amount for which you could have acquired the Material as of the date of this Release from a person who has the same stature in the entertainment industry as I have as of the date of this Release. If we are unable to agree to said amount, or in the event of any dispute concerning any alleged use of said Material (e.g., whether Studio has caused to be used legally protectable portions thereof), or any other dispute arising out of or in connection with said Material or with reference to this Release, its validity, construction, performance, non-performance, operation, breach, continuance or termination, such dispute shall be submitted to binding arbitration. Each party hereby waives any and all rights and benefits which he or it might otherwise have or be entitled to under the laws of the State of North Carolina to litigate any such dispute in court, it being the intention of the parties to arbitrate according to the provisions hereof, all such disputes. Either party (either Studio or I) may commence arbitration proceedings by giving the other party written notice thereof and in such notice designating one arbitrator. Within (20) days after receipt of such notice, the other party shall designate in writing another arbitrator. If the other party shall fail or refuse, for whatever reason, to select a second arbitrator within (20) days, as aforesaid, then the first arbitrator appointed shall serve as the sole arbitrator and shall promptly determine the controversy. The two arbitrators shall promptly select a third arbitrator, and if they cannot agree on a third arbitrator within ten (10) days after the appointment of the second arbitrator, either party may secure appointment of the third arbitrator by application to the American Arbitration Association. Each of the arbitrators shall be a person experienced and knowledgeable in the entertainment industry. The arbitrators, when appointed, shall promptly determine the controversy by majority vote and such determination shall be final and each of the parties shall be bound thereby. The arbitration shall be conducted in Wake County, North Carolina, and except as herein expressly provided otherwise, the arbitration shall be governed by and subject to the laws of the State of North Carolina and the then prevailing rules of the American Arbitration Association. The arbitrators' decision shall be controlled by the terms of this Release, and I agree that the amount of any award shall be an amount which is comparable to the compensation normally paid for similar material, or an amount equal to the fair market value thereof, as of the date of this Release, whichever is greater; provided, however, that such amount shall in no event exceed the amount for which you could have acquired the Material as of the date of this Release from a person who has the same stature in the entertainment industry as I have as of the date of this Release. If either party shall fail to appear at the hearing on the date designated (or pay his or its share of any arbitration fees) in accordance with the rules of the American Arbitration Association, or shall otherwise fail to participate in the arbitration proceeding, then the arbitrators or arbitrator, as the case may be, are empowered and directed to proceed ex parte. The prevailing party in such arbitration shall be entitled to its attorneys' fees and costs in connection therewith.

3. I represent and warrant that I am the author of, and that I own and control, the Material and that I have the exclusive, unconditional right and authority to submit and to convey the Material to Studio without obligation to any third party. I further represent and warrant that no third party is entitled to any payment or other consideration as a condition to the exploitation of the Material. I recognize that other persons, including, without limitation, Studio employees, may have submitted to Studio or to others, or may have made public, similar or identical material that Studio may have the right to use. I understand and agree that I shall not be entitled to any compensation or other entitlement because of Studio's use of such other similar or identical material. Nothing in this Release, nor the submission of the Material, shall be deemed to place Studio in any different position than any other member of the public with respect to

the Material. I further understand and agree that no confidential or fiduciary relationship between me and Studio is established by Studio's accepting the Material for consideration pursuant to this Release or otherwise. No obligation of any kind is assumed by or may be implied against Studio by reason of Studio's receipt or potential or actual review of the Material. Studio will have no obligation to me of any kind unless and until a formal written contract has been entered into between me and Studio (separate from this Release), and any obligation shall only be such as is expressed in such separate formal written contract.

4. Studio will have no obligation to read, consider or return the Material, and Studio shall have no responsibility for any loss, destruction or damage of the Material for any reason. If Studio does read and evaluate the Material, Studio shall have no obligation to inform me of its evaluation.

5. I will indemnify, defend and hold Studio harmless from and against any and all claims, expenses, losses, or liabilities (including, without limitation, attorneys' fees and punitive damages) that may be asserted against Studio or incurred by Studio at any time in connection with said Material, or any use thereof, including, without limitation, those arising from any breach or alleged breach of the representations, warranties and covenants contained herein.

6. This Release constitutes the entire understanding between me and Studio and merges and supersedes all prior and contemporaneous agreements, written or oral, and may only be modified by a writing signed by both parties hereto. Should any provision of this Release be void or unenforceable, such provision shall be deemed omitted and the remaining provisions shall remain in full force and effect.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE ABOVE RELEASE, THAT I UNDERSTAND IT, THAT I VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN, AND THAT I HAVE SOUGHT OR HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT COUNSEL IN CONNECTION THEREWITH. I THEREFORE ASK STUDIO TO CONSIDER MY SUBMISSION UNDER THESE TERMS AND CONDITIONS.

Very truly yours,

Signature

Print name

Address: _____

Please print and mail or fax a completed and signed form to:

Trailblazer Studios
1610 Midtown Place
Raleigh, NC 27609
Fax: 919.645.6601