

SCREENPLAY SUBMISSION RELEASE AGREEMENT

Date 10/24/04

Shoot the Moon Productions, LLC  
1519 6<sup>th</sup> St.  
Ste. 303  
Santa Monica, CA 90401  
Attn: Blye Pagon

Ladies and Gentlemen:

- 1) Enclosed with this letter I am submitting the following material (the "Material"):

**(a) Title: *CROSSROADERS***

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**(b) Form of Material (e.g., treatment, screenplay): *\_SCREENPLAY***

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**(c) Principal Characters: *\_CHRISTY AND WES***

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**(d) Brief Summary: *\_A group of casino thieves plot to rip off the biggest hotel in Atlantic City.***

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**(e) Copyright Registration No.: *\_Library of Congress(don't know the #)***

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2) I request that you examine and consider the Material with a view to deciding whether you will develop, acquire and/or produce it. I am entering into this Submission Agreement to induce you to do so. I understand that you would refuse to accept, consider or otherwise evaluate the Material if I did not accept and agree to each and every provision in this Submission Agreement.

3) I recognize that other persons, including your own employees, may have submitted to you or to others, or may hereafter originate, submit or make public material and/or ideas that may be competitive with, similar or identical to the Material in theme, idea, plot, format or other respects. I acknowledge and agree that your use of material

containing features and elements similar or identical to those contained in the Material shall not obligate you to negotiate with me nor entitle me to any compensation if you determine that you have an independent legal right to use such other material, either because such features and elements were not new or novel or were not originated by me or because such similar or identical material has or may come to you from other sources or has been or may be independently created by you.

4) Such similarity in the past has given rise to litigation so that unless you can obtain adequate protection in advance, you will refuse to consider the submitted Material. The protection for you must be sufficiently broad to protect you, your related corporations and promotional partners and your and their employees, agents, licensees and assigns and all parties to whom you may submit the Material. Therefore, all references to "you" in this Agreement include each and all of the foregoing.

5) I represent and warrant that: (i) I am the sole owner and author of the Material, and the Material is original with me, (ii) I have the full and exclusive right and authority to submit it to you upon the terms and conditions stated herein and all of the important features of the Material are summarized above. I will indemnify you from and against any and all claims, expenses, losses or liabilities that may be asserted against you as a result of any breach or alleged breach of any of my obligations, covenants, agreements, warranties or representations contained herein or as a result of my submittal of such Material, or should you acquire my rights therein, your use of such Material.

6) I agree to give you written notice by certified or registered mail, at your address set forth in the address portion of this letter, of any claim arising in connection with the Material, or arising in connection with this Submission Agreement, no more than thirty (30) calendar days after I acquire knowledge of such claim or, if it be sooner, within thirty (30) calendar days after I acquire knowledge of facts constituting the basis of any such claim.

7) I acknowledge and agree that the Material is not being submitted to or received by you on a confidential basis and that no confidential or fiduciary relationship is established by my submitting the Material to you. I shall retain the right to submit the Material or similar material to other persons.

8) I have retained a copy of the Material that I am submitting to you, I understand that the copy I am submitting to you will not be returned, and I hereby release you from any and all liability for loss or damage thereto.

9) I agree that no obligation of any kind is assumed or may be implied against you by reason of your review of the said Material or any discussions or negotiations we may have, except pursuant to an express written agreement that may or may not be hereafter executed by you and me which, by its terms, will be the only contract between us.

10) All issues and questions concerning the construction, validity, interpretation and enforceability of this Submission Agreement or our respective rights and obligations hereunder shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice of law rules or provisions that

October 19 \_\_\_\_\_, 20 04

John Brister Films  
1211 Sunset Plaza Drive, #413  
Los Angeles, CA 90069

Gentlepersons:

Pursuant to the terms and conditions stated herein, I, Paul Peditto, am submitting to you the following material (hereinafter referred to as the "Material") for your review and consideration:

**DESCRIPTION OF MATERIAL SUBMITTED**

A. INTENDED MEDIA:

TV: \_\_\_\_\_ MOTION PICTURE: x OTHER: \_\_\_\_\_

B. FORM OF MATERIAL:

SCRIPT: x SERIES FORMAT: \_\_\_\_\_ OTHER: \_\_\_\_\_

C. TITLE:

CROSSROADERS

D. NUMBER OF PAGES: 114

E. SUMMARY OF MATERIAL: Casino con men plot to rob the biggest hotel in Atlantic City

F. WGA REGISTRATION NUMBER (IF APPLICABLE): \_\_\_\_\_

I understand and agree you do not undertake to consider the Material in confidence. I acknowledge that because of your position in the entertainment industry, you receive numerous solicited and unsolicited submissions of ideas, formats, stories, suggestions and the like and that many such submissions heretofore or hereafter received by you are similar to or identical to those developed by you or your employees or to those otherwise available to you. Further, I acknowledge that you have adopted the policy, with respect to unsolicited submission of material, of refusing to accept, consider or review such material unless the person submitting such material has signed an agreement in form substantially similar to this agreement. Accordingly, I acknowledge that you would refuse to accept, consider, or otherwise review the Materials in the absence of my acceptance of each and all provisions of this agreement (the "Agreement"). I also acknowledge that I have not previously submitted or disclosed the Material to you, and you have not made any prior inducements, promises or representations to me regarding the Material. You shall not be under any obligation whatsoever if you do not desire to use the Material. I acknowledge that no fiduciary or confidential relationship now exists between you and me and I further acknowledge that no such relationships are established between you and me by reason of this Agreement or by reason of my submission to you of the Material. In consideration of my execution of this Agreement, you agree to cause, within a reasonable time, the Material to be reviewed and to determine whether you are interested in acquiring any or all rights in and to the Material.

I have retained a copy of the Material. I agree that you shall not have any obligation to return to me the copy submitted to you nor shall you have any obligation in anyway for any loss or damage thereto. I understand that your