

JIM RUSSELL PRODUCTIONS

"THE PROGRAM DOCTOR IS IN!"



October 19, 2007

Thank you for sending your program materials for my consideration. I am happy to look them over, give you my opinion and suggest some ways that I might be able to help you advance this project.

Before I do so, though, I need to ask you to send me back, on your own letterhead, the attached letter that legally protects me from any future misunderstandings. This is "standard practice" by anyone working in media who receives and examines other people's program ideas. If you have any questions about the meaning of this letter, please make sure to consult with your own legal advisor.

You may sign and return the letter, on your letterhead, to my fax machine at (919) 942-6950.

Again, thank you for thinking of me. I look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Jim".

Jim Russell

Your Letterhead

Date: _____

Jim Russell
Jim Russell Productions
445 Ridge Springs Drive
Chapel Hill, NC 27516

Dear Jim Russell:

I realize that many ideas, news programs, scripts, and other literary or dramatic or musical material, that are submitted to Jim Russell, doing business as "Jim Russell Productions" (hereafter referred to as "JRP"), are similar to material previously used, previously submitted by others, already under consideration by JRP, or, in some instance, subsequently submitted to JRP. I further realize that JRP must protect itself against any unwarranted claims by refusing to examine any material submitted to JRP before JRP is given the assurances described in this letter.

I acknowledge that but for my agreement to the following, JRP would not accede to my request to receive and consider the material that I am submitting with this letter, or any material that I might later disclose either orally or in writing (collectively "the Material").

I represent that the Material I am submitting to JRP belongs to me and that I am offering it to JRP for JRP's consideration as a possible acquisition by/coproduction with JRP. In order for JRP to consider the Material, I agree to the following.

1. I hereby irrevocably waive, release and relinquish any and all claims that I, or any person, firm or corporation claiming under or through me, may now or hereafter have against JRP for any use or alleged use that JRP may make of the Material.
2. Unless and until JRP and I have executed a written agreement providing for use of the Material, I will receive no compensation, and JRP will have no obligation to me in any respect whatsoever with regard to such Material. Any such written agreement, by its terms and provisions, will be the only contract between us.
3. I acknowledge that JRP may not enter into any such agreement if, in JRP's sole discretion, JRP determines that the Material submitted by me is not new, or was not originated by me, or does not contain novel and original ideas, or has not been reduced to concrete form, or that it resembles material submitted by other persons or created by JRP employees or by third parties either before or after receipt by JRP of the Material. It is understood that neither party claims the right to the generic concept of a radio or other media program related to the subject matter of the Material.
4. I represent hereby that I am fully authorized and empowered to make this submission and that I am not aware of any other person who might claim an interest in the Material which could result in any liability on JRP's part. If any such person should exist, I agree to hold JRP harmless in connection with any claim by any such person. I specifically acknowledge that JRP has not solicited

this submission and that JRP has agreed to accept this submission solely as a result of my expressly requesting JRP to do so.

Very truly yours,

(Signature) (Date) (Address)

(Name printed or typed) (City, State, Zip Code)

(Title of Material) (Area Code)(Telephone No.)

Title and Brief Description of Material:
