

SUBMISSION AGREEMENT

I, _____, desire to submit to Coram Deo Studios inc. ("CDS"), for its consideration, material written, owned or controlled by me (the "Material"), currently entitled, " _____," in the following form (e.g. screenplay, treatment, etc.): _____, with the following number of pages: _____.
WGA Registration No. (if registered): _____.

I acknowledge that CDS, because of this involvement in the entertainment industry, receives unsolicited submissions of ideas, formats, stories, suggestions and the like I also acknowledge the possibility that the Material may be identical or similar to material that CDS has received from other sources or has been independently developed by CDS, its employees, agents, clients, licensees, licensors or assigns. I also acknowledge that in order to protect itself, CDS will not consider the Material unless CDS receives this Agreement, signed by me, with the Material.

As a material inducement to CDS to consider the Material, and in consideration of CDS so doing, I agree to the following terms and conditions:

1. I acknowledge that I am voluntarily submitting the Material and that it has not been solicited by CDS. I also acknowledge that the Material is not being submitted in confidence, and that no confidential or fiduciary relationship is intended or created between CDS and me by reason of the submission of the Material. Nothing in this Agreement, nor the submission of the Material, shall be deemed to place CDS in any different position that that of any other member of the public with respect to the Material. As CDS, any part of the Material that could be used by any member of the public may be used by CDS without any liability to me.

2. I request that CDS read and evaluate the Material to decide whether CDS will undertake to acquire it for production and/or distribution. CDS agrees not to use the Material unless CDS first negotiates with me and we reach an agreement regarding the compensation to be paid to me for such use. I acknowledge and agree, however, that CDS's use of material that contains features or elements similar or identical to those contained in the Material shall not obligate CDS to negotiate with or compensate me, provided CDS determines that it has an independent legal right to use such other material, either because such features or elements were not new or novel, or were not originated by me, or were or may hereafter be independently created and/or submitted by other persons.

3. I represent and warrant that: (a) I am the sole author of the Material or aquired the Material as the employer-for-hire of all writers therof; (b) I am the sole owner or exclusive licensee of, or have an exclusive option to purchase all right, title and interest in and to the Material, free of all claims, liens or encumbrances; (c) I have the exclusive right to offer all rights

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in the Material to CDS, and (d) no third party is entitled to any payment or other consideration as a condition of the exploitation of the Material.

4. I acknowledge and agree that there are no prior or contemporaneous oral agreements in effect between CDS and me pertaining to the Material, or pertaining to any other material, including, but not limited to, agreements pertaining to the submission by me of any ideas, formats, plots, characters, or like. I also acknowledge and agree that CDS shall have no obligation to acquire, develop, or exploit the Material by reason of CDS's consideration of the Material or any discussions between CDS and me regarding the Material. CDS shall have no obligation with respect to the Material unless such obligation arises pursuant to the terms of an express written agreement between CDS and me, which may hereafter be executed.

5. I agree to release, indemnify and hold CDS harmless from and against any and all claims, demands and liabilities, whether currently known or unknown, that may arise in connection with the Material, or by reason of my breach of any representation or warranty I have made in this Agreement, or by reason of any claim now or hereafter made by me that CDS has used or appropriated the Material, except for fraud or willful injury on CDS's part.

6. I agree to give CDS written notice by certified or registered mail or express courier of any claim arising in connection with the Material's arising in connection with this Agreement, within sixty (60) calendar days after CDS's breach or failure to perform the provisions of this Agreement, or if sooner, within sixty (60) calendar days after I acquire knowledge of facts sufficient to put me on notice of any such claim, or breach or failure to perform. I agree that my failure to give CDS such notice will be deemed an irrevocable waiver of any rights I might otherwise have with respect to such claim, breach or failure to perform. CDS shall have sixty (60) calendar days after receipt of such notice to cure any alleged breach or failure to perform, prior to the conclusion of which I may not institute any legal proceeding against CDS. All notices shall be sent to the parties' address set forth in this Agreement.

7. I have retained a copy (or the original) of the Material. CDS shall have no responsibility for any loss or destruction of the Material while in transit, in CDS's possession, or otherwise, and CDS shall have no obligation to return the Material to me, although it may do so.

8. I acknowledge and agree that I may not assign any rights or duties under this Agreement without CDS's express prior written consent. CDS has the right to assign this Agreement or transfer all or any part of its rights and obligations hereunder to any person or entity, in CDS's sole discretion. CDS agrees to give me notice of any such assignment. This Agreement shall bind and inure to the benefit of the parties, CDS's successors and assigns, and my permitted assigns.

9. I acknowledge and agree that whenever the word "CDS" or "CDS's" is used in this Agreement, it refers to (1) CDS; (2) and subsidiary or affiliated company; and (3) any and all of CDS's owners, managers, officers, agents, employees, clients, representatives, successors and assigns. If the Material is submitted by more than one person, the words "I" and "me" shall be deemed changed to "we" and "us," respectively, and this Agreement will be binding jointly and severally on all persons submitting the Material.

10. Any modifications or waiver of any provision of this Agreement must be in writing and must be signed by both CDS and me. In the event any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision shall be deemed to have been deleted from this Agreement, while the remainder of this Agreement shall remain in full force and effect according to its terms.

11. If any claims, disputes, or other matters in question arise between us with respect to this Agreement, and we cannot resolve them after good faith discussions, we shall submit them

to a mediator mutually selected by us in good faith, with thirty (30) days. If mediation does not mutually resolve the dispute concerning this Agreement, we shall submit it to arbitration before either the mediator or a mutually selected sole arbitrator who has entertainment industry experience. If we cannot agree upon a sole arbitrator within thirty (30) days, we shall request an arbitrator appointed by the American Arbitration Association in Los Angeles, California. The arbitration shall be held in Los Angeles, California, and shall be conducted under the rules then prevailing within the American Arbitration Association, unless we otherwise agree. If any party refuses to be involved in the resolution of the dispute according to the terms of this Agreement, the other party may proceed to arbitration, so long as all parties have written notice and an opportunity to participate in any such proceeding. The determination of the arbitrator shall be binding and nonappealable, and may be entered as a judgment in any court of competent jurisdiction. We shall equally share the costs of the mediator, however, the prevailing party in any arbitration or other legal proceeding arising out of or related to this Agreement shall be entitled to recover its reasonable attorney fees and costs incurred in such proceeding or action (including arbitrator fees).

12. I acknowledge that CDS has not made any oral representations of any kind to me with respect to my submission of the Material. This Agreement constitutes the entire agreement between CDS and me with respect to the subject matter hereof, and may be executed in multiple counterparts, each of which shall be deemed an original. (The signature or a copy of the signed Agreement transmitted via email or facsimile shall be deemed "original.")

I have read and understand this Agreement, and I agree to the foregoing terms and conditions of my submission of the Material.

Date: _____

Signature

Print Name

Address

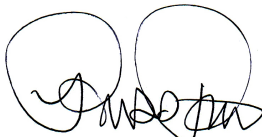
City State Zip

Telephone Number

Email Address

AGREED TO AND ACCEPTED:

CORAMDEO STUDIOS INC.

By: 
RUSS RICE, CEO