

AGREEMENT

Archie Comic Publications, Inc. ("ACP") hereby grants to FG Productions, Inc., and its successors, assignees and licensees, the non-exclusive right to use "Archie" comic books (all issues) as props and set dressing, and also a featured individual image of "Betty" to appear separate from the comic books (hereinafter referred to as the "Articles") in connection with the production of its theatrical motion picture tentatively entitled "Flowergirl", and to include such Articles in and as a part of the production in the manner reflected by the script pages that have been presented to ACP, by any and all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. FG Productions, Inc. agrees that use of the Articles will be only as described in the script pages that have been approved by ACP and in no way will defame, parody or negatively comment upon the Articles or ACP. ACP has reviewed the submitted script pages and acknowledges that the scripted use in no way defames, parodies or negatively comments upon the Articles or ACP. FG Productions, Inc. agrees that the Articles shall not be used outside the production, e.g., in merchandising. If Articles are contained in the final edit of the Picture as theatrically released, ACP shall be paid a license fee of \$2,500.00.

ACP warrants that it is the sole owner of all right, title and interest in and to the Articles, including copyright thereof, and that it has the right to enter into this agreement and grant such rights to FG Productions, Inc. FG Productions, Inc. agrees to include the following credit in substantially the following form in their production:

"Archie Comics" courtesy of Archie Comic Publications, Inc. All Rights Reserved.

The casual and inadvertent failure to accord such credit shall not be deemed a breach of this agreement.

ACP acknowledges that FG Productions, Inc. has been induced to proceed with the production, distribution and exploitation of the Picture in reliance upon this agreement.

FG Productions, Inc. represents and warrants that it has the right to enter into this agreement and is aware that ACP is relying upon its full compliance with the terms hereof and that ACP reserves all rights at law for damages in the event FG Productions, Inc. breaches any of these terms.

ACCEPTED AND AGREED TO:
Archie Comic Publications, Inc.
325 Fayette Avenue
Mamaroneck, NY 10543

FG Productions, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____