This is the release given me by Sidney Roth. AWA.

ASSIGNMENT AND RELEASE

For and in consideration of the payment to the undersigned of $2,500, receipt of which is hereby acknowledged, the undersigned hereby (1) assigns all right, title and interest in and to certain video tapes, audio tapes and other materials relating to, containing, or in connection with dialogues between J. Krishnamurti and the undersigned made at station KPBS, San Diego State University, California in or about February 1974 (which video tapes, audio tapes and other materials are herein collectively referred to as the "Tapes") to Krishnamurti Foundation of America (herein referred to as "KFA"); (2) assigns all the results and proceeds of the services of the undersigned in connection with the Tapes to KFA; (3) agrees and acknowledges that all right, title and interest in the Tapes is owned by, and is the sole property of, KFA, and that KFA may use the Tapes and any materials contained therein in any manner whatsoever; (4) agrees that the $2,500 constitutes payment in full for the participation and services of the undersigned in connection with the Tapes; (5) releases and discharges, and covenants not to sue, KFA, Sydney M. Roth, Erna Lilliefelt and all the trustees, agents and representatives of KFA, and each of them, of and from all debts, obligations, costs and liabilities of any kind accruing to the date hereof; and (6) waives the provisions of Section 1542 of the California Civil Code which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Dated: March ___, 1974

ALLAN W. ANDERSON

This is the release
drawn up by my attorney
A.W.A.

RELEASE

For and in consideration of the payment to the undersigned of $2,500.00, receipt of which is hereby acknowledged, and subject to the limitations upon use herein contained, the undersigned hereby:

1. Assigns to Krishnamurti Foundation of America (herein referred to as KFA) all right, title and interest in and to those certain video tapes and audio tapes made at Station KPBS, San Diego State University, San Diego, California, in February 1974 relating to, containing, or in connection with dialogues between J. Krishnamurti and the undersigned (which materials are herein collectively referred to as the "tapes");

2. Assigns to KFA all proceeds received heretofore or hereafter from the tapes;

3. Agrees and acknowledges that all right, title and interest in the tapes is owned by KFA, and that KFA may use said tapes in any manner, excepting however that all use must preserve the context and meaning of the undersigned's conversation, [and that no editing will be done or permitted by KFA which changes the context of the undersigned's original dialogue and meaning;]

4. Agrees that the sum of $2,500.00 constitutes payment in full for the undersigned's participation in

production of said tapes;

5. Releases and discharges, and covenants not to sue KFA, Sydney M. Roth, Erna Lilliefelt, and the trustees, agents and representatives of KFA, and each of them, for any acts arising out of the use of said tapes, [so long as they are not used in a manner inconsistent with the original intent and purpose of the undersigned in his dialogue.]

Dated: April_____, 1974.

_____
Allan W. Anderson

Krishnamurti Foundation of America, Sydney M. Roth, and Erna Lilliefelt agree not to [use the tapes referred to in the foregoing Release in a manner inconsistent with their original intent, purpose and content, and not to] edit the Tapes same in any manner which would alter the meaning of Allan W. Anderson's dialogue as originally taped, and agree that in the event of any proposed editing which might reasonably be expected to change the meaning or content of Allan W. Anderson's dialogue as taped, he will be consulted prior thereto and given an opportunity at the expense of KFA to participate in and advise concerning said editing.

Dated: April_____, 1974.

KRISHNAMURTI FOUNDATION OF AMERICA

By_____

_____
ERNA LILLIEFELT

_____
SYDNEY M. ROTH

CRANDALL CONDRA
ATTORNEY AT LAW
SUITE 300, 7911 HERSCHEL AVENUE
P. O. BOX 2016
LA JOLLA, CALIFORNIA 92037

P. O. BOX 2016

AREA CODE 714
459-8265

April 25, 1974

COPY

Buchalter, Nemer, Fields & Savitch
Attorneys at Law
1900 Avenue of the Stars - Suite 1780
Los Angeles, California 90067

Attention: Mr. Sol Rosenthal

In re: Dr. Allan W. Anderson -
Krishnamurti Foundation of America

Dear Sir:

I have discussed your letter of April 12, 1974, with Dr. Anderson, who is unwilling to accept any of the proposed modifications to the Release which I drafted. Dr. Anderson states that no form of release was submitted to him initially and no carte blanche was given such as is implicit in your interpretation of the letter from Mrs. T. Lilliefelt.

If KFA intends to be bound by its agreement not to use Dr. Anderson's language out of context, I can see nothing objectionable in the release as prepared. The modifications proposed by you would in effect leave Dr. Anderson without recourse in the event of a breach by KFA.

Krishnamurti has repeatedly in the past stated his desire that the Foundations have no authority to take teachings out of context and that they are required to keep the teachings whole and not distorted.

Illustrative of this, I enclose a photocopy of a statement from Krishnamurti where appropriate language by him is bracketed.

In conclusion, I think the only fair release is one which is fair to both sides. I have endeavored to draft this. Your legalistic editing of the release in order to make it one-sided and completely lacking in

CRANDALL CONDRA
ATTORNEY AT LAW

Buchalter, Nemer, Fields & Savitch April 25, 1974
Attention: Mr. Sol Rosenthal

In re: Dr. Allan W. Anderson -
Krishnamurti Foundation of America

mutuality is illustrative of the sort of thing Dr. Anderson wishes to guard against. His position is firm.

Yours very truly,

CC:ad
Enclosure

CRANDALL CONDRA

cc: Dr. Allan W. Anderson
12592 Palero Road
Rancho Bernardo, San Diego 92128

May 1, 1974

Mr. Albion Patterson
3626 Thacher
Ojai, California 93023

Dear Albion:

Since you were the first person to invite me on behalf of KFA to undertake the video-taped series of dialogues with Krishnamurti, I am writing this letter to you.

Perhaps you have heard by now of the great difficulty I've run into over signing the release which Sydney Roth presented me with almost two weeks after the conclusion of the series, a copy of which is enclosed. However, I'm not certain that you know of this situation yet, since in a letter to me of April 11, 1974, Sydney Roth wrote that copies of my attorney's redraft of the release had been sent by KFA's attorney, Sol Rosenthal, "to certain of the Krishnamurti Foundation trustees." Having heard from none of the trustees personally concerning this matter and not knowing whether you had been apprised of it I have decided to write a statement to you of my reasons for refusing to sign the release Sydney Roth presented me with, whose content, he said, the trustees were unaware of. He anticipated that I might not agree to sign it for he left me a note saying that it might seem that I was being asked to sign my life away and advised that if so I should see my own attorney.

I made two objections to signing Sydney Roth's release. One is a matter of educational ethics and the other of correct sentiment.

I cannot in good conscience sign a release which provides that KFA "may use the tapes and any materials therein in any manner whatsoever." Such a provision opens the dialogues to any advertent or inadvertent editorial irresponsibility that might obtain now or in the unanticipated future. Whatever value the tapes possess for education rests precisely on their merit as dialogue. The spirit and context of dialogue which they presently embody must be preserved if the end for which I was told they were undertaken is to be met justly. I was greatly dismayed to see that this was not anticipated when the release was drafted by Mr. Rosenthal.

I protested this to Sydney Roth and tried during an hour and a half's conversation to present the principle of education at stake in this but each time his reply was that an editorial misuse of the dialogues was "remote." I replied that that was not the point I was trying to make as an educator, but it was nevertheless the very one which legally ought to be as much the concern of KFA as it was mine, and that legally such contingencies are what lawyers are engaged to anticipate and meet effectively. I got nowhere

with Sydney Roth and concluded that he was unable to grasp educational principle and uninterested to consider the threat to the integrity of the dialogues which such a provision in his release entails.

As you will see from the redraft enclosed which was drawn up by my attorney, Mr. Crandall Condra, I have no objection to editorial changes in the dialogues provided such do not alter the context and meaning of the original dialogues. I cannot imagine what objection the trustees would raise to such a condition. It is merely a safeguard against corrupting the text and in no way precludes editorial activity as such. Krishnamurti has never given carte blanche to the Foundation to materially alter his teachings as is evident from the fifth paragraph of his statement made July 10, 1973: "The Foundation will see to it that these teachings are kept whole, are not distorted, are not made corrupt." I consider that my concern for the dialogues is in principle fully consonant with his own.

I can well understand how such a limitation as the propagation of his teachings puts a certain restraint on their commercial uses, but not on that account unjustly.

Dialogue is a very fragile activity intended to leave the listener with the responsibility to decide freely for himself for or against its content. Its rhetorical form cannot stand alterations that would denature the spirit of free and reciprocal discourse. Only such discourse is properly educational since education itself is essentially an activity freely undergone toward a higher level of existence. Since the dialogues were undertaken to serve the ends of education my insistence that their editing conform to those ends is not strange.

My second objection to the original release concerns point 6. My attorney described it to me as included in a release when one wishes "to make sure that nothing crawls out from under any rock." With that statement he confirmed my initial shock at the spirit and partial content of the release even though Sydney Roth assured me it was a customary release form. I regard point 6 as in violation of correct sentiment. There is no reason to anticipate my being in an adversary relation with KFA--a position wholly opposed to my personal relationship with Krishnamurti and those of the trustees I have met.

Had my interest in the dialogues been a commercial one I should never have permitted Sydney Roth to interfere with the contract arrangement that Paul Steen and I had agreed upon. You will recall that you suggested that Paul Steen would work out the financial agreement with me. However, within 24-48 hours before the video-taping was scheduled to begin Sydney Roth called me at my home and represented the trustees as unable to approve of the contract statement which Paul Steen and I had drawn up. I was understandably taken aback at such a last minute disruption of what I had taken for granted as settled. Since Krishnamurti and Mary Zimbalist were already in La Jolla by then and a rescheduling of the taping would have been a great inconvenience to both Krishnamurti and me, I went on uninterruptedly with the video-taping as

previously scheduled. Furthermore, I had been misinformed that Sydney Roth was one of the trustees and regarded him as impeccably representing them. His appearance on the scene at the last minute introduced a confusion which I could not account for since I had expected from the summer before, after meeting in Mary Zimbalist's home in Malibu, that you were my proper resource for the overall interest of the trustees in the dialogues.

I had expected to sign a general release of the sort which I signed over a year ago when I made my very first dialogue with Krishnamurti. Had I known before making the present series what sort of release I would be expected to sign, I should have refused to undertake the dialogues then and there and this needless expenditure of time and effort could have been avoided. As it is I have had to spend, so far, one hundred dollars in attorney's fees in this initial attempt to preserve the integrity of the series. And I still have not been paid the second half of my honorarium.

Since this mishandling of this matter is not of my own making I ought not to be expected to bear this expense nor any further legal fees connected with this matter.

Please rest assured, Albion, that I have no wish to obstruct or retard KFA's work to say nothing of my own which has already suffered in this ordeal. Nonetheless, I am ethically bound to insist that no occasion be permitted for a denaturing of the context and meaning of the dialogues. If necessary I shall write personally to Krishnamurti about this but I hope the matter can be cleared up before that is indicated since I wish to spare him where possible.

I trust that I shall be hearing from you soon and that things are well with you and yours.

As ever,

Allan W. Anderson
Professor

P.S.: Please send any correspondence to my home address, 12592 Palero Road, Rancho Bernardo, (7 Oaks), San Diego, California 92128. If possible please distribute copies of this letter to <u>all</u> the trustees. As you can see I am sending copies to Krishnamurti and Mary Zimbalist.

CC: Mr. J. Krishnamurti
c/o Mrs. Mary Zimbalist

Mrs. Mary Zimbalist

R E L E A S E

For and in consideration of the payment to the undersigned of $2,500.00, receipt of which is hereby acknowledged, and subject to the limitations upon use herein contained, the undersigned hereby:

1. Assigns to Krishnamurti Foundation of America (herein referred to as KFA) all right, title and interest in and to those certain video tapes and audio tapes made at Station KPBS, San Diego State University, San Diego, California, in February 1974 relating to, containing, or in connection with dialogues between J. Krishnamurti and the undersigned (which materials are herein collectively referred to as the "tapes");

2. Assigns to KFA all proceeds received heretofore or hereafter from the tapes;

3. Agrees and acknowledges that all right, title and interest in the tapes is owned by KFA, and that KFA may use said tapes in any manner, excepting however that all use must preserve the context and meaning of the undersigned's conversation, and that no editing will be done or permitted by KFA which changes the context of the undersigned's original dialogue and meaning;

4. Agrees that the sum of $2,500.00 constitutes payment in full for the undersigned's participation in

production of said tapes;

5. Releases and discharges, and covenants not to sue KFA, and the trustees, agents and representatives of KFA, and each of them, for any acts arising out of the use of said tapes, so long as they are not used in a manner inconsistent with the context of the undersigned's original dialogue and meaning.

Dated: May 20, 1974.

Allan W. Anderson
Allan W. Anderson

Krishnamurti Foundation of America agrees not to use the tapes referred to in the foregoing Release in a manner inconsistent with the context of the original dialogue, and not to edit the same in any manner which would alter the meaning of Allan W. Anderson's dialogue as originally taped, and agrees that in the event of any proposed editing which might reasonably be expected to change the meaning or content of Allan W. Anderson's dialogue as taped, he will be consulted prior thereto and given an opportunity at the expense of KFA to participate in and advise concerning said editing.

Dated: May 23, 1974.

(CORPORATE SEAL) KRISHNAMURTI FOUNDATION OF AMERICA

By Erna Lilliefeldt
Trustee