

May 25th, 2012

Felicia Sager
260 S. Beverly Drive
Suite 205
Beverly Hills, CA 90212

Re: "HATCHET 3" – Danielle Harris

Dear Felicia:

This letter is intended to set forth the terms of agreement between **H3 EXPORTS, L.L.C.**, a Louisiana Limited Liability Company and Screen Actors Guild signatory, (hereafter the "Producer") and **LUVMYBA, INC** (the "Lender") f/s/o **DANIELLE HARRIS** (collectively "Artist"), in connection with the motion picture currently entitled **HATCHET 3** (the "Picture") and based on the screenplay currently entitled "*Hatchet 3*", written by Adam Green and to be directed by BJ McDonnell, to furnish the services of Artist in the role of "**MARYBETH**".

1. Producer hereby engages Artist as an actor in the Picture in the above-referenced role, and Artist hereby accepts such engagement.
2. Artist hereby agrees to render all services as are reasonably required by Producer hereunder and all services as are customarily rendered by actors in first-class feature-length theatrical motion pictures in the motion picture industry, as when and where reasonably required by Producer, and to comply with all reasonable directions, requests, rules and regulations of Producer in connection therewith, whether or not the same involve matters of artistic taste or judgment, all as provided in this Agreement.
3. Artist agrees to commence the rendition of Artist's services hereunder in connection with the principal photography of the Picture on or about May 30, 2012, ("Start Date"). Artist shall render such services on an exclusive basis commencing on the Start Date and continuing for four (4) consecutive weeks thereafter. Any further services required of Artist thereafter shall be subject to Artist's professional availability. Should Artist provide services beyond the four (4) consecutive weeks in conjunction with additional photography, pickups or reshoots Artist is to be paid on a weekly or prorated daily basis for those services. Artist will be unavailable May 31st, 2012 through June 5th, 2012.
4. On condition that Artist is not in material, uncured default hereunder, and subject to Producer's rights of suspension and/or termination on account of Artist's disability or default or an event of force majeure (as more particularly set forth herein), Producer

agrees to pay Artist, and Artist agrees to accept, as full and complete compensation for all undertakings and services of Artist hereunder and for all of the rights granted to the Producer hereunder, the following pay-or-play compensation:

- a. **Fixed Fee:** Producer hereby agrees to pay Artist and Artist agrees to accept from Producer a fixed payment of SAG modified low budget scale plus ten percent (10%) with overscale as a buyout of overtime, forced calls and meal penalties (i.e., for an all-in guaranteed fixed fee of \$20,000) ("Acting Fixed Fee"). Artist agrees to waive premium pay for sixth day of work per the SAG Low Budget Agreement. Artist shall receive no less weekly cash compensation than any other actor. Producer to pay PH&W directly to SAG based on a modified low budget weekly eight-hour work day only. Compensation is for four (4) weeks on consecutive employment. Should Artist provide services beyond the four (4) consecutive weeks in conjunction with additional photography, pickups or reshoots Artist is to be paid on a weekly or prorated daily basis for those services.
 - b. **Pre-production:** Artist shall, not more than three (3) days immediately prior to start of services hereunder, render services in connection with pre-production meetings, costume fittings, makeup, tests, rehearsals, publicity stills and other customary pre-production services as, when and where reasonably required by Producer, for no additional fixed compensation.
 - c. **Post-production:** Only in the event Producer requests such services of Artist, Artist shall render Artist's services for up to one (1) day in connection with customary post-production services for the Picture including, without limitation, looping and dubbing for the Picture, as when and where reasonably required by Producer, for no additional fixed compensation. If Artist shall be required to render post-production services subsequent to the completion of Artist's services in connection with principal photography of the Picture, such services shall be subject to seven (7) days prior notice and Artist's then conflicting professional commitments. Should artist's services be required for more than one (1) day Artist is to be paid the SAG daily scale rate.
 - d. **Deferred/Contingent Compensation:** Twenty Thousand Dollars (\$20,000.00) paid immediately after Producer has recouped the "in-going" cash production budget of the Picture plus twenty (20%) percent. After Producer has recouped the "in-going" cash production budget of the Picture plus twenty (20%) percent, artist shall receive an additional Ten Thousand Dollars (\$10,000.00) for every One Million Dollars (\$1,000,000.00) in revenue generated by Dark Sky Films ("Distributor") from the Picture for a period of five (5) years. Artist shall receive no less deferred compensation than any other actor. No other individual shall receive a more favorable deferment definition.
5. Artist shall render services hereunder in New Orleans, Louisiana ("Distant Location"). On distant location Producer shall furnish Artist with per diem expenses in accordance with the SAG Modified Low Budget Agreement (Sixty Dollars (\$60.00) per day less any meals provided, payable in cash at the beginning of each week; per diem expenses are non-accountable. Coach roundtrip air travel, transportation to and from all airports, first

class accommodations, private dressing facilities (double banger) and ATL only travel between sets.

6. Upon condition that Artist is not in material default, and that Artist shall appear recognizably in the Picture as released, Artist shall receive credit:
 - a. **On-Screen:** Guaranteed on-screen in the main titles (provided the principal credits appear in the main titles, otherwise in end titles) on all positive prints of the Picture on a separate card, above the title, in no less than first position. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer on the Picture. There are only two (2) performer credits above the title.
 - b. **Paid Advertising:** Subject to the customary exclusions and practices of the Producer, and/or any third party distributor(s) of the Picture, guaranteed in paid advertising in connection with the Picture, about the title, in no less than first position wherein any of the principal actors of the cast receive credit (i.e. billing block, artwork, title, etc). The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer.

All other matters with respect to Artist's credit hereunder shall be determined in Producer's sole discretion except as follows. Artist's credit and paid ads shall be on a favored nations basis with the other principal actors in the Picture, including but not limited to with respect to placement in relation to the title and an artwork title, if any. Producer agrees to contractually bind third parties to these credit obligations; however, no casual or inadvertent failure by Producer to comply with the provisions of this Paragraph shall constitute a breach of this Agreement nor shall any failure by any third party to comply with the provisions of this Paragraph constitute a breach of this Agreement. In the event of a failure or an omission constituting a breach of the provisions of this Paragraph, by Producer or any third parties contractually bound by this Agreement, and Artist gives Producer and/or third parties written notice thereof then Producer will prospectively cure and exercise best efforts to cause any third party to cure any failure to accord credit provided for herein by taking such steps as are reasonably practicable to cure such failure in future prints, ads and forms for other media such as videocassette and DVD. It is further agreed that Artist's rights and remedies in the event of a failure or an omission constituting a breach of the provisions of this Paragraph shall be limited to Artist's right, if any, to recover damages in an action at law, but in no event shall Artist be entitled to assert any claim under this Paragraph unless the failure or omission which is the subject of such claim is not remedied within a reasonable time after receipt of notice from Artist, and in no event shall Artist be entitled by reason of any breach of this Agreement to terminate this Agreement, or to enjoin or restrain the distribution or exhibition of the Picture or the advertising or publicizing thereof. No casual or inadvertent failure of Producer to comply with the provisions of this paragraph, nor any failure by third parties to comply with their agreements with Producer, shall constitute a breach of this Agreement by Producer.

7. Subject to the terms hereof, Artist hereby grants to Producer all rights of every kind and nature in, to and with respect to, the results and proceeds of Artist's services hereunder. Artist acknowledges that Producer shall be the sole and exclusive owner of all rights in and to the Picture, including, without limitation, the copyright therein, and of all the results and proceeds of Artist's services hereunder and shall have the right to use, exploit, advertise, exhibit and otherwise turn to account any or all of the foregoing in any manner and in any media, whether now known or hereafter devised, throughout the world, in perpetuity, in all languages, as Producer, in its sole and unfettered discretion, shall determine. Any materials written or contributed by Producer or Artist are intended by Artist and Producer to be a "work-made-for-hire" by Artist.
8. Subject to Artist's prior approval in each instance, Artist hereby grants to Producer the right to use Artist's name, approved likeness and/or approved biography (to be either submitted by or approved by Artist's publicist) in connection with the production, exhibition, advertising and other exploitation of the Picture and all subsidiary and ancillary rights therein, in any and all media, including, but not limited to, recordings (in any configuration) containing any material derived from the Picture, including, without limitation, the videocassette box, DVD box, artwork and packaging with respect thereto, and publications in connection with the Picture; provided, however, that in no event shall Artist be depicted as using or endorsing any product, commodity or service without Artist's prior written consent.
9. Producer agrees to submit reasonable numbers of still photos of Artist to Artist, and Artist agrees to approve at least fifty percent (50%) of all such photos submitted to him. Artist shall have five (5) business days from receipt of the photos within which to approve or disapprove such photos (or two (2) business days from receipt of the photos should Producer require an expeditious decision). Producer agrees to submit all likeness artwork of Artist to Artist. Artist shall have five (5) business days from receipt of the likeness within which to approve or disapprove such likeness (or two (2) business days from receipt of the likeness should Producer require an expeditious decision), silence being deemed approval. Should Artist disapprove such likeness, Producer shall provide Artist with a revision of such likeness. Artist shall have five (5) business days from receipt of the revision within which to approve or disapprove such revision (or two (2) business days from receipt of the revision should Producer require an expeditious decision), silence being deemed approval. Should Artist disapprove said revision, Producer shall provide Artist with one (1) further revision of said likeness for Artist's approval, and Artist shall have three (3) business days from receipt of the revision within which to approve or disapprove said likeness (or one (1) business day from receipt of the revision should Producer require an expeditious decision), after which such likeness shall be deemed approved provided that Producer has incorporated Artist's requested changes therein.
10. Subject to Artist's professional availability and approval, Artist, at Producer's request, shall make personal appearances and render other usual and customary services in connection with the publicity relating to the Picture without the payment of any further compensation other than coach-class travel and living expenses, including, but not limited to, hotel, on a favored nations basis with all other principal performers of the Picture in connection with the rendition of such services. Such services shall be for no

less than one (1) day for such publicity and personal appearances (e.g.; talk shows, press junkets, etc.).

11. No act or omission of either Artist or Producer hereunder shall constitute an event of default or breach of this Agreement unless Artist or Producer, as appropriate, shall first notify the other in writing setting forth such alleged breach or default and Artist or Producer, as appropriate, shall not cure the same within three (3) days, twenty four (24) hours for Artist or Producer during production, after receipt of such notice. In the event of any breach by Producer of this Agreement, Artist shall be limited to his remedy at law for damages, if any, and shall not have the right to terminate or restrain in any way the production, distribution, advertising or exploitation of the Picture, or any parts or elements thereof. Artist warrants and agrees to hold Producer and its successors, licensees, and assigns harmless against all claims, liability, damages, costs, expenses (including reasonable outside attorneys' fees) or loss which they or any of them may suffer by reason of the material, uncured breach by Artist of any of the terms or warranties of this Agreement. Producer warrants and agrees to defend, indemnify and hold Artist and his successors, licensees, and assigns harmless against all claims, liability, damages, costs, expenses (including reasonable outside attorneys' fees) or loss which he or any of them may suffer by reason of the breach by Producer of any of the terms or warranties of this Agreement, or arising out of the production, distribution or other exploitation of the Picture not caused by Artist's breach. Producer shall have the domestic distributor assume the indemnification obligation hereunder as well.

12. Unless otherwise set forth herein, the Artist may not waive any provision of the Screen Actors Guild for Theatrical Motion Pictures without the written consent of the Screen Actors Guild, Inc. All the provisions of the collective bargaining agreement between Screen Actors Guild, Inc. and Producer relating to motion pictures, which are applicable to the employment of the Artist hereunder, shall be deemed incorporated herein and in the event of any conflicting provision, the terms of the Contract shall prevail. Producer confirms herein that it shall be a SAG signatory prior to commencement of principal photography on the Picture.

13. Miscellaneous:

- a. Artist will be provided one free copy of a DVD version of the Picture when the DVD version becomes commercially available. Additional DVDS will be provided upon requested based on availability.
- b. Producer agrees that Artist shall be covered under Producer's E & O and general policy of insurance.
- c. Artist shall be given reasonable prior advance notice if any person from the press shall be present on the set of the Picture, and Artist's agent and manager shall be given similar advance notices; Artist shall not have approval rights of so-called "behind-the-scenes" footage in EPK, DVD, the so-called "making of" film, etc. (unless the footage is from the film itself).

- d. Artist and a guest shall be invited to all previews, festivals and North American premieres of the Picture. Artist shall be provided with six (6) tickets to North American or any Los Angeles premiere.
- e. All work rules shall be per the SAG agreement and Artist shall be treated with regard to such work rules on a favored nations basis with all other principal cast members.
- f. Producer has the right to use outtakes or behind-the-scenes footage in which Artist appears without Artist's prior written consent.
- g. Producer shall not provide assistants for any talent on the Picture.
- h. The balance of the agreement for Artist's services shall be on standard terms and conditions for transactions of this kind, including, but not limited to rights of and provisions for interruption, incapacity, change and default and rights of and provisions for suspension and termination in such events, assignability (Producer has the right to assign this Agreement to any third party capable of carrying out the terms of this Agreement), "employee-for-hire" withholding, insurability and the like. Producer may not suspend or terminate Artist for force majeure events unless similar suspension or termination is exercised against all other cast members and the director on the Picture, and Artist has reinstatement rights in the event any of the other cast members or director are reinstated.

Pending execution of a long-form agreement, if ever, embodying the terms contained herein, this letter when signed by the parties will constitute a binding agreement. Would you therefore please execute the enclosed copies and return same to me, whereupon I will arrange for countersignature on behalf of Producer and return a fully executed copy for your files.

Very Truly Yours,

Cory Neal

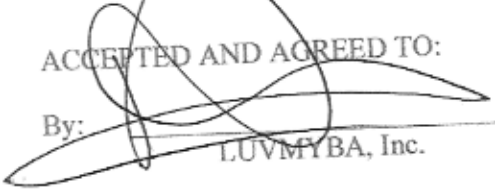
ACCEPTED AND AGREED TO:

By: 
For: H3 Exports, L.L.C.

Date: 5/29/12

Its: managing member

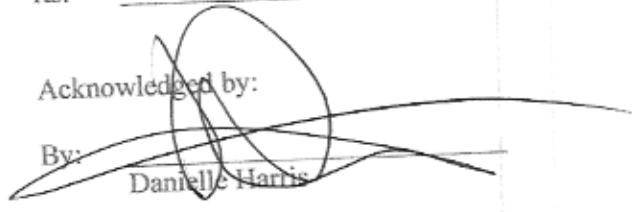
ACCEPTED AND AGREED TO:

By: 
LUVMYBA, Inc.

Date: _____

Its: _____

Acknowledged by:

By: 
Danielle Harris

Date: _____

SS #: 591-24-5946