

H3 EXPORTS, LLC

8335 Sunset Blvd, Suite 201  
West Hollywood, CA 90069  
(310) 383-9817

May 1, 2012

Re: Adam Green/"Hatchet III"

Dear Rob:

This letter sets forth the offer on behalf of H3 Exports, LLC, a WGA signatory company, (the "Company") for the services of Adam Green Productions, Inc. ("Lender") f/s/o Adam Green ("Artist"), with respect to a possible motion picture (the "Picture") to be based on an original screenplay to be written by Green presently entitled HATCHET III (the "Screenplay").

1. Services: Artist is hereby engaged, on a "pay or play" basis, to write a first draft screenplay of the Picture. Artist's writing services hereunder shall be non-exclusive. All services will be local (i.e., no travel required).
2. Start Date: The start date ("Start Date") is on May 1, 2012.
3. Fee: Artist shall be entitled to remuneration for his services:
  - a. Fixed Compensation in the amount of Forty Two Thousand Dollars (\$42,930.00). 10% to be paid upon commencement of services and 90% to be paid upon delivery of the first draft screenplay, in any event no later than June 1, 2012. This fee will be applicable against the total purchase price of the Screenplay.
  - b. If the Picture is produced, Artist shall be paid two and one half percent (2.5%) of the "Direct Budget" of the Picture (as such term is defined herein below), subject to a floor of WGA low budget minimum for an original screenplay (which, for clarity, is \$42,930.00) and a ceiling of Two Hundred Fifty Thousand Dollars (\$250,000). The "Direct Budget" of the Picture shall be defined as the ingoing production budget of the Picture, excluding financing charges, actual interest, contingency, and completion bond fees. Amount to be paid no later than the commencement of principal photography of the Picture.
4. Contingent Compensation: : Artist shall be entitled to contingent compensation for his services:
  - a. Net Profits Participation: If the Picture is produced, and provided that Artist is not in material, uncured default and performs his material obligations hereunder, Artist shall be entitled to receive the following for his writing services on the Screenplay: Artist shall be entitled to Five Percent (5%) of One Hundred Percent (100%) of "Net Profits" of the Picture, defined, computed, paid and accounted for in accordance with Company's standard definition which shall be no less favorable than that definition which applies to any participant receiving "Net Profits" on the Picture and which shall be subject to good faith negotiations between the parties.
5. Credit: : If the Picture is produced, Artist shall be accorded credit pursuant to the applicable mandatory provisions of the most recent WGA Agreement.
6. First Opportunity to Write Subsequent Productions: : Provided that Artist receives sole or shared writing credit on the Picture and is not in material, uncured breach of the Agreement, Artist shall have first opportunity to write any motion picture, straight-to-video, straight-to-internet, or television sequel, prequel or remake or pilot or initial episode of a television series, movie-of-the-week, or mini series based on the

Picture (each, a "Subsequent Production") on terms to be negotiated in good faith (with Artist's deal on this Picture as a floor for such negotiations with respect to a theatrical motion picture production). If Artist receives sole or shared writing credit on the Picture and is not in material, uncured breach of the Agreement, and if Artist does not render writing services on a Subsequent Production, Artist shall receive a passive payment to be negotiated in good faith, in line with customary industry standards.

7. Press Release: Any press release announcing this deal shall be issued by Company, the terms of which shall be subject to Artist's reasonable approval.

8. Remaining Terms: Artist shall be added to errors and omissions and general liability insurance policies for the Picture and shall be indemnified for any claims arising out of the production, distribution and/or other exploitation of the Picture. Premiere and festival invites/travel and DVD/Blu-Ray copy for Artist. The remainder of the terms shall be subject to good faith negotiations and in line with industry customs and standards in the entertainment industry in Los Angeles, CA.

The provisions set forth above, the usual and customary provisions regarding representations and warranties; indemnification; a waiver by Artist of any right to seek or obtain injunctive relief; suspension and termination; force majeure; and Company's other terms and conditions contained in agreements of this nature will be set forth in a long-form agreement which shall be subject to continuing good faith negotiation between the parties. Unless and until such time as such long-form agreement is entered into and executed by the parties, this letter agreement shall be fully binding.

Please indicate your acknowledgments and acceptance of the above terms by signing where indicated below.

Sincerely,

H3 Exports, LLC

By: 

Cory Neal

Its: Managing Member

Agreed to and accepted by:

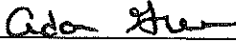
Adam Green Productions, Inc.

By: Adam Green

Its: President

Date: May 1, 2012

Acknowledged by:

  
Adam Green

Date: May 1, 2012