

Date: As of November 6, 2012

TO: Scott Glasgow
C/o Gloria Soto
Max Steiner Agency
1725 Camino Palmero
Suite #426
Hollywood, CA 90046

FROM: Cory Neal
H3 Exports, LLC
8335 Sunset Blvd, Suite 201
West Hollywood, CA 90069

RE: Composer Agreement "Hatchet 3"

Dear Scott,

This letter confirms the terms of the agreement (the "Agreement") between H3 Exports, LLC, a limited liability company organized and existing under the laws of the State of California, located 1283 Havenhurst Drive #103, West Hollywood, CA 90046 ("Producer") and Scott Glasgow (SS# 545-81-7214), located at 321 S. Hamel Road #1, Los Angeles, CA 90048 ("Composer") as of the Date above in connection with Composer's composer services in connection with the motion picture currently entitled "Hatchet 3" (hereinafter referred to as the "Picture").

1.COMPOSER'S SERVICES: The parties acknowledge and agree that Composer will render such services as stated herein in connection with the Picture, on a non-exclusive basis, provided that Composer acknowledges and agrees that Composer's Services to any third party will not materially interfere with Composer's Services as described herein. Composer will write, compose, orchestrate, arrange, conduct, perform, record, mix, and produce such original musical compositions, arrangements and adaptations (the "Compositions") original sound recordings (the "Masters") (except for those sound recordings provided by third parties) and original music score of the same (the "Music") as Producer requires for inclusion in the soundtrack(s) of, and the commercials, promotions and trailers for, the Picture. For avoidance of doubt, references to the Music herein are inclusive of both the Compositions and the Masters. The parties acknowledge and agree that Composer will record the Music and deliver the Music to the Producer. Composer will deliver a DAT or CD audio copy (at Company's discretion) of the Music approved by Producer. Composer shall attend the Picture's final mix as reasonably required by Producer. Composer will perform all services (including changes to the Music (as and when reasonably requested and/or required by Producer in connection with the Music, including but not limited to, those services customarily performed by composers, arrangers, orchestrators, conductors and soundtrack in motion picture and television industry for projects of comparable production value and budget. Composer will render services hereunder through the date that all Delivery Requirements in Paragraph 4 below have been satisfied.

2.COMPENSATION: Provided that Composer performs his material obligations hereunder and is not in uncured material default of his obligations hereunder, Composer shall receive the all-in, aggregate sum of Seven Thousand Five Hundred Dollars (\$7,500.00) for all services rendered by Composer hereunder payable as follows: (i) seventy-five percent (75%) upon the later of execution of this agreement, execution of the attached certificate of authorship and the commencement of services; (ii) twenty-five percent (25%) upon complete delivery to and acceptance by Producer of the elements set forth in paragraph 4 herein. Composer acknowledges and agrees that this agreement constitutes a complete buyout and no additional compensation whatsoever shall be payable to Composer or any other party for any uses of the Music, including, without limitation, no songwriter royalties and no phonorecord royalties.

3.EXPENSES: Composer shall be responsible for the fees and all related costs for a feature length motion picture score and for all costs required hereunder. Composer shall not be responsible for the following:

- a. Recording of source songs, if any
- b. Licensing of songs (unless requested and used by Composer as approved by Producer)
- c. Dolby or other noise reduction system to record or mix down to 6 track if required
- d. Any and all re-use or new-use fees; provided, however, that Composer agrees not to engage musicians without the prior written consent of Producer.

4.DELIVERY: Composer shall complete the recording and mixing of the Music, and obtain the Producer's final approval of same, so that Composer can deliver the recorded Music (including the Masters) to Producer in time for preparation and dubbing, on or before the date that is forty-five (45) days after Composer's receipt of the locked and final video version of the Picture, on DAT tape, or such format as Producer requires for all original and duplicate master recordings, collectively, the foregoing materials shall sometimes be referred to herein as the Delivery Materials.

5.OWNERSHIP: The parties hereby agree that the Music and the results and proceeds of all services to be rendered by Composer in connection with any and all versions of musical compositions and musical cues to be created by Composer and any and all master recordings thereof to be recorded, produced and delivered by Composer to Produce and all other material created by Composer for the Picture, shall constitute a "work made for hire" (for the purpose of U.S. copyright law and all other copyright laws throughout the world) which has been commissioned by Producer. Accordingly, Producer shall be the author thereof and shall own all rights (copyrights, rights under copyright and otherwise, whether now or hereafter known) and all renewals and extensions thereof (as may now or hereafter exist), in and to the results and proceeds of all such services to be rendered by Composer and all others in connection with the Music, throughout the universe, in perpetuity, with the right to make such changes therein and such uses thereof for any purpose whatsoever (including, but not limited to, in the Picture, and any other motion picture, television series or other audiovisual works and in the exploitation, advertising, marketing,

merchandising, promotion and co-promotion thereof), for all media/formats and by any means and manner now known or hereafter devised (including, without limitation, on phonorecords), as Producer may determine as author, including, but not limited to, adding dialog and/or sound effects to or interpolating dialog and/or sound effects in, the Music. Without limiting the generality of the foregoing, Composer shall execute and deliver to Producer a "Certificate of Authorship" in the form attached hereto as Exhibit A and incorporate by reference herein. If or to the extent for any reason in any country, any or all of such results and proceeds of Composer's services is/are not recognized to be a "work made for hire," then Composer hereby irrevocably and absolutely assigns to Producer all of Composer's rights (copyrights, rights thereunder and otherwise, whether now or hereafter known) and all renewals and extensions (as may now or hereafter exist) thereof, in and to all such results and proceeds, throughout the universe and in perpetuity. If Producer so requests, Composer will sign and deliver to Producer any documents (for original terms and/or renewals and extensions, as may now or hereafter exist, of copyrights and/or other rights or otherwise) which Producer may deem necessary to confirm, protect and/or enforce Producer's rights in and to the Music and Composer hereby grants Producer an irrevocable power of attorney coupled with an interest, to sign, verify, acknowledge and deliver any and all such instruments or documents which Composer fails to sign, verify, acknowledge or deliver within a reasonable time after receipt of Producer's written request therefor. Composer irrevocably and unconditionally waives all "moral rights" and analogous rights (and rights of enforcement thereof), including without limitation, any right or entitlement Composer may have pursuant to Sections 77-85 (inclusive) of Chapter IV of the Copyright Designs and Patents Act 1988, or any statutory modifications or enactments thereof or the laws of any other jurisdictions.

Composer hereby assigns to Producer in perpetuity, on Composer's own behalf and on behalf of Composer's successors-in-interest, heirs, executors, administrators and assigns, all of Composer's economic rights in all musical material created hereunder, in the Score and any derivative works based on such aforesaid musical material and/or the Score which are, at any time, granted by domestic, foreign, or multi-national legislation, including, but not limited to, EU or other legislation or directives concerning remuneration pursuant to any blank audio/visual tape levy, rental, lending, public performance rights, so-called "artist's property rights" and/or rights in respect of satellite and cable retransmission broadcasts in EU member states or otherwise. Composer acknowledges that the compensation which Composer has received in connection with the Music constitutes full, equitable and adequate consideration for this assignment and that such consideration is an adequate part of the revenues derived or to be derived by Producer from such rights. Composer agrees that Producer shall have the right, but not the obligation, throughout the universe and in perpetuity, to use Composer's name, voice, likeness and biographical data, in connection with the Music and any uses Producer may make thereof (including, without limitation any advertising, promotion, co-promotion, marketing, merchandising and/or publicity therefor). Notwithstanding the foregoing, Composer shall have the right to receive 100% of Composer's share of the so-called writer's share of public performance royalties directly from Composer's performing rights society, provided that Composer shall have no right to seek payment of any such royalties from Producer.

6.SOUNDTRACK RIGHTS: If Producer releases or authorizes the commercial release of the Master in a soundtrack album or other phonographic record (the "Soundtrack Album") and provided that Composer is not in material breach of this Agreement and performs his obligations hereunder, then:

- a. Producer shall cause any phonograph record distributor to pay directly to Composer fifty percent (50%) (the "Royalty Rate") of the amounts actually earned by Producer (such



amounts being calculated by the phonograph record distributor) in respect of the Soundtrack Album exploitation prorated by multiplying the Royalty Rate by a fraction, the numerator of which is the number one (1), and the denominator of which is the total number of master recordings, including the Master, contained on the Soundtrack Album. Producer will instruct such phonograph record distributor to pay Composer his Royalty Rate directly.

- b. Provided that the Soundtrack Album only contains music for the Picture (as opposed to original music for any other audio-visual program), then
 - i. Composer shall be accorded a credit reading substantially as follows: "Original Motion Picture Soundtrack by Scott Glasgow";
 - ii. All characteristics of such credit or any other credit shall be determined by Producer in its sole discretion. No casual or inadvertent failure to accord any of the foregoing credits shall be deemed a breach of this agreement; provided, however, that Producer agrees to use reasonable efforts to cure any failure to accord Composer credit on a prospective basis upon receipt of written notice specifying such failure with respect to positive prints within the control of Producer. Composer's remedy for a breach of this credit requirement shall be limited to monetary damages and Composer shall have no right to enjoin, restrain or hinder exhibition, distribution or general exploitation of the Soundtrack Album.

7.SCREEN CREDIT: Provided Composer is not in material default, performs his obligations hereunder and the Music is substantially used in the motion picture, Composer shall be accorded screen credit in the main titles of the Picture (i.e. where the producer and director are credited) on a single card to read substantially as follows: " Music by Scott Glasgow". Such credit shall also appear in the main billing block of the picture, in paid ads and packaging, subject to customary exclusions.

All characteristics of such credit or any other credit shall be determined by Producer in its sole discretion. No casual or inadvertent failure to accord any of the foregoing credits shall be deemed a breach of this agreement; provided, however, that Producer agrees to use reasonable efforts to cure any failure to accord Composer credit on a prospective basis upon receipt of written notice specifying such failure with respect to positive prints within the control of Producer. Composer's remedy for a breach of this credit requirement shall be limited to monetary damages and Composer shall have no right to enjoin, restrain or hinder exhibition, distribution or general exploitation of the Picture.

8.CUE SHEETS: Producer will provide Composer with the final cue sheets for the Picture for Composer's review prior to submission to any performing rights society. Producer shall not, however, have any right of approval over the such cue sheets.



9.AFM: Notwithstanding anything to the contrary contained herein, this agreement and the work performed pursuant hereto shall not be subject to the jurisdiction of the American Federation of Musicians (“AFM”) and no additional payments, royalties or consents of any party (including without limitation, to or of any company or musician) are required in connection with Producer’s use of any of the Music.

10.FEDERAL COMMUNICATIONS ACT: Reference is made to Section 507 of the Federal Communications Act which makes it a criminal offense for any person in connection with the production or preparation of a picture or program intended for broadcasting to accept or pay, or agree to accept or pay, money, service or other valuable consideration for the inclusion of any matter or thing as part of such picture or program, without disclosing the same to the producer thereof prior to the broadcast of such picture or program. Composer warrants and agrees that Composer has not and will not accept or pay any money, service, or other valuable consideration for the inclusion of any plug, reference, product identification, or other matter in any material prepared or performed by Composer hereunder.

11.NOTICES: Except as otherwise expressly provided in this paragraph, all notices, statements, and other documents to be given hereunder will be in writing and given by one party to the other either by personal delivery, by certified mail or by reputable overnight air courier service, or by telefax (followed by mandatory second delivery by any of the preceding methods of delivery) and shall be deemed given hereunder on the date delivered, telefaxed or a date forty-eight (48) hours after the date mailed and will be addressed as follows:

If to Composer:

Scott Glasgow
c/o Gloria Soto
Max Steiner Agency
1725 Camino Palmero
Suite #426
Hollywood, CA 90046

If to Producer:

H3 Exports, LLC
1283 Havenhurst Drive #103
West Hollywood, CA 90046
Attention: Adam Green and Cory Neal

With a copy to:

HATCHET 3 LLC
16101 South 108th Avenue
Orland Park, Illinois 60567
USA



Attn.: Malik Ali

12. REPRESENTATIONS AND WARRANTIES: Composer represents and warrants that: Composer has the full right, power and authority to render services in connection with the Music; that Composer has paid any and all costs whatsoever in connection with the Music, including, without limitation, all recording costs; the Music shall be wholly original and not copied in whole or in part from any other literary, musical or other work and not derived from Composer's work on other projects; the Music will not contain any language or material which is libelous, slanderous or defamatory and will not violate, infringe upon, or give rise to any adverse claim with respect to, any common law or other right whatsoever (including, without limitation, any copyright, trademark, service mark, literary, dramatic, comedic, musical right of privacy or publicity or contract right) of any party or violate any law; no composition recorded hereunder is subject to any re-recording restriction; Composer shall be solely responsible for obtaining all rights from all persons rendering services in connection with the Music, including, without limitation, all musicians, engineers and producers, and for paying any and all sums which might be payable to any such persons; no third-party consents are required with respect to Composer's services, and Composer and the musicians whose performances are embodied in the Music are not under any contract (including, without limitation, any exclusive services contract with any party, including any record company or music publishing company) that might derogate in any way from the rights to be acquired by Producer in and to the Music and/or from the enjoyment of such rights by Producer and its parents, affiliates, subsidiaries, successors, designees, assigns and/or licensees.

13. INDEMNIFICATION:

- a. Composer agrees to indemnify (and at Producer's option, defend) and hold Producer and its parents, affiliates, subsidiaries, successors, designees, assigns and licensees harmless of and/or from any and all damages, costs (including reasonable attorneys' fees), claims, charges and suits arising out of or in any way connected with any breach or alleged breach by Composer of any covenant, warranty and/or representation hereunder.
- b. Producer agrees to indemnify and hold harmless Composer and its subsidiaries, affiliates, assigns, agents, officers, employees, designees, licensees, employees, agents, and parents from any and all costs, losses, damages, expenses, judgments and reasonable outside attorneys fees incurred as a result of any breach of any of Producer's agreements, warranties, representations or obligations hereunder.

14. INDEPENDENT CONTRACTOR: Composer warrants that he or she is an independent contractor and is not an employee of Producer. As an independent contractor, the Composer is responsible and liable for any income tax, unemployment insurance, FICA (Social Security), or any other payment normally associated with an employee relationship.

15.ASSIGNMENT: Producer shall have the right to freely assign or transfer this Agreement and/or any of Producer's rights hereunder his is an agreement for the services of Composer. Accordingly, Composer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Producer. This Agreement inures to the benefit of Producer's successors, assigns, licensees, grantees, and associated, affiliated and subsidiary companies.

16.NO OBLIGATION TO USE MUSIC: Producer shall be under no obligation to exploit the Music and/or any results and proceeds of Composer's services in connection with the Picture. If Producer decides not to use the Music in the soundtrack of the Picture or in connection with the exploitation of the Picture following Producer's acceptance of the Music, producer shall remain obligated to pay Composer its full compensation.

17.NO INJUNCTIVE RELIEF: Composer agrees that in the event of any dispute regarding the Music, neither Composer nor any of Composer's representatives or successors shall have the right to seek or obtain injunctive or other equitable relief, termination of rights or contract or rescission of rights or contract in connection with the Music and/or the Picture, and/or the exploitation, advertising, marketing, merchandising, promotion and/or co-promotion thereof. It is understood that the foregoing shall inure to the benefit of Producer and Producer's parents, affiliates, subsidiaries, successors, designees, assigns and licensees and that Producer is acting in material reliance upon this certificate of results and proceeds.

18.ADDITIONAL COVENANTS OF THE COMPOSERS: Composer agrees that Composer shall not:

- a. Disclose to any party information relating to the subject matter of this Agreement or to the activities of Producer with respect to the Picture or otherwise except: (i) to Composer's financial and legal advisors; and (ii) regarding any incidental and non-derogatory references by Composer to third parties concerning Composer's Music in connection with the Picture.
- b. Incur any liability or expense on Producer's account without Producer's prior written approval (except as otherwise stated herein), and if such approval is given, Composer will provide Producer with any information necessary to satisfy such obligation, including copies of any necessary agreements.

19.DEFAULT: Upon any breach or default by Composer of any of the terms or conditions hereof or any failure to deliver any materials required hereunder, Producer shall the right to immediately terminate this Agreement.

20.GOVERNING LAW: This Agreement shall in all respects be subject to, governed by and construed in accordance with the laws of the State of California applicable to contracts executed and wholly performed in said State, and each of the parties hereto submits to the exclusive jurisdiction of the state and federal courts sitting in Los Angeles, California.

21.ENTIRE AGREEMENT: This Agreement expresses the entire understanding of the parties hereto and replaces any and all former agreements or understandings, written or oral, relating to the subject matter hereof. Composer acknowledges and agrees that in entering into this Agreement he has not relied upon or been induced by any promise or representation (express or implied, oral or written) of Producer not contained herein.


22.WAIVER: No waiver by any party hereto of any term or condition hereof shall be deemed or construed to be a waiver of such term or condition in the future, or of any preceding or subsequent breach of the same or any other term or condition of this or any other agreement.

23.SEVERABILITY: Except as expressly provided to the contrary herein, each provision of this agreement shall be considered separate and divisible, and in the event that any such provision is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provision shall continue to be in full force and effect without being impaired or invalidated in any way.


If you are in agreement with the foregoing, please sign in the space provided below, whereupon this letter shall become a binding agreement between Company and Producer.

Sincerely,

H3 Exports LLC

By: 
Cory Neal
Managing Member

ACCEPTED AND AGREED:

By: 
Composer: Scott Glasgow
Soc. Sec. No: 545-81-7214

CERTIFICATE OF AUTHORSHIP

For One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby certifies that the undersigned will write or has written an original music score ("Score") intended for initial use in the theatrical motion picture currently entitled "Hatchet 3" ("Picture"), at the request of H3 EXPORTS, LLC. ("Company"), pursuant to a contract of employment agreement between Company and Composer dated as of November 6, 2012 ("Agreement") (the Score and all other results and proceeds of the undersigned's services hereunder and under the Agreement are hereinafter referred to as the "Music"). The undersigned hereby acknowledges that the Music has been specially ordered or commissioned by Company for use as part of a contribution to a collective work or as part of the Picture or other audio-visual work, that the Music constitutes and shall constitute a work-made-for-hire as defined in the United States Copyright Act of 1976, as amended, that Company is and shall be the author of said work-made-for-hire and the owner of all rights in and to the Music, including, without limitation, the copyright therein and thereto throughout the universe for the initial term and any and all extensions and renewals thereof, and that Company has and shall have the right to make such changes therein and such uses thereof as it may deem necessary or desirable including, but not limited, to the right to include the Music in the Picture in all media now and hereafter devised and on phonorecords and trailers, advertisements, promotions and co-promotions with respect thereto. To the

extent that the Music is not deemed a work-made-for-hire, and to the extent that Company is not deemed to be the author thereof in any territory of the universe, the undersigned hereby irrevocably assigns the Music to Company (including the entire copyright therein), and grant to Company all rights therein, including, without limitation, any so-called "Rental and Lending Rights" and "Neighboring Rights" pursuant to any European Union directives and/or enabling or implementing legislation, laws or regulations (collectively, "EU Rights"), throughout the universe in perpetuity, but in no event shall the period of the assignment of rights being granted to Company hereunder be less than the period of copyright and any renewals and extensions thereof.

Company's rights hereunder shall include, without limitation, the rights to authorize, prohibit and/or control the renting, lending, fixation, reproduction, performance, and/or other exploitation of the Music in any and all media and by any and all means now known or hereafter devised, as such rights may be conferred upon the undersigned under any applicable laws, regulations or directives, including, without limitation, all so-called EU Rights. The undersigned hereby acknowledges that the compensation paid hereunder and under the Agreement includes adequate and equitable remuneration for the EU Rights and constitutes a complete buy-out of all EU Rights. In connection with the foregoing, the undersigned hereby irrevocably grants to Company, throughout the universe, in perpetuity, the right to collect and retain for Company's own account any and all amounts payable to undersigned with respect to EU Rights and hereby irrevocably direct any collecting societies or other persons or entities receiving such amounts to pay such amounts to Company.

The undersigned hereby waives all rights of droit moral or "moral right of authors" or any similar rights or principles of law which the undersigned may now or later have in the Music. The undersigned warrants and represents that the undersigned has the right to execute this Certificate, that the Music is and shall be new and original with the undersigned and not an imitation or copy of any other material and that the Music is and shall be capable of copyright protection throughout the universe, does not and shall not violate or infringe upon any common law or statutory right of any party including, without limitation, contractual rights, copyrights and rights of privacy, or constitute unfair competition and is not and shall not be the subject of any litigation or of any claim that might give rise to litigation, including, without

limitation, any claim by any copyright proprietor of any so-called "sampled" material contained in the Music. The undersigned further warrants and represents that the undersigned has attained the legal age of majority in the United States, and is at least eighteen (18) years of age. The undersigned further warrants and represents that the undersigned will not utilize any persons who have not attained the legal age of majority and will not utilize the services of any undocumented alien in rendering services hereunder. The undersigned shall indemnify and hold Company, the corporations comprising Company, and its and their employees, officers, agents, assignees and licensees, harmless from and against any losses, costs, liabilities, claims, damages or expenses (including, without limitation, court costs and attorney's fees, whether or not in connection with litigation) arising out of any claim or action by a third party which is inconsistent with any warranty or representation made by the undersigned in this Certificate or in the Agreement. Upon the undersigned's failure to do so, the undersigned hereby appoints Company as the undersigned's attorney-in- fact for such purposes (it being acknowledged by the undersigned that such appointment is irrevocable and shall be deemed a power coupled with an interest), with full power of substitution and delegation.

The undersigned further acknowledges that in the event of any breach by Company of this Certificate, the undersigned will be limited to the undersigned's remedy at law for damages (if any) and will not have the right to terminate or rescind this Certificate or to enjoin the distribution, exploitation or advertising of the Picture or any materials in connection therewith, that nothing herein shall obligate Company to use the undersigned's services or the Music in the Picture or to produce, distribute or advertise the Picture, and that this Certificate shall be governed by the laws of the State of California applicable to agreements executed and to be performed entirely therein.

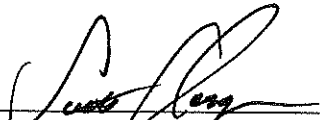
Company's rights with respect to the Music may be freely assigned and licensed and its rights shall be binding upon the undersigned and inure to the benefit of any such assignee or license.

The undersigned affirms and acknowledges that the undersigned has been advised and counseled with respect to the negotiation and execution of this document by any attorney of the undersigned's own choice or acknowledges waiver of such advice and counsel.

This Certificate shall be subject to the terms and conditions of the Agreement. Unless and until the Agreement is executed by both parties hereto, the execution of this certificate shall constitute a binding contract between the parties.

Remainder of page blank; signature on next page.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by their duly authorized officer as of 6th day of November 2012.

By: 
Composer: Scott Glasgow
Soc. Sec. No: 545-81-7214

STATE OF)
) SS.
COUNTY OF)

On _____, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the instrument and acknowledged that he executed the same, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said
County and State