

SYNCHRONIZATION AND PERFORMANCE LICENSE AGREEMENT

1. The musical composition (the "Composition") covered by this license is:

Title:	"Hail, Genocide"
Composer:	Bradley Roberts
Publisher:	BMG Gold Songs (ASCAP) O/B/O Slave Pit Music

2. This license is for a feature-length motion picture presently entitled "HATCHET III" (the "Picture").

3. The "Territory" covered by this license and grant of rights is: the Universe.

4. The "Term" of the license and grants of rights made by this license is: Perpetuity.

5. The Composition to be recorded is to be used as FEATURED IN OPENING CREDITS.

6. In full and complete consideration of the sum of No Dollars (US\$0.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, BMG GOLD SONGS (ASCAP) O/B/O SLAVE PIT MUSIC ("Licensor") hereby grants to H3 EXPORTS, LLC. ("Company"), its successors and assigns, the following rights throughout the Territory during the Term:

6.1. The irrevocable and non-exclusive right, license, privilege and authority to reproduce the Composition, as recorded in the Picture, in copies embodying the Picture for exhibition and other exploitation in any and all media, whether now or hereafter known or devised, throughout the Territory during the Term, in synchronism or in timed-relation with the Show, and to make copies of such recordings and import said reproductions and/or copies thereof throughout the Territory all in accordance with the terms, conditions and limitations hereinafter set forth.

6.2. The irrevocable and non-exclusive right, license, privilege and authority to publicly perform for profit or non-profit and to authorize others so to perform the Composition in the exhibition of the Picture (i) to audiences in motion picture theatres and other places of public entertainment where motion pictures are customarily exhibited including without limitation the right to televise the Picture into such theatres and such other public places, (ii) on any common carrier such as commercial airlines, trains, ships and buses and (iii) for so-called "non-theatrical" distribution to educational institutions, churches, libraries, bars, restaurants, clubs, hospitals, prisons, embassies, government facilities, military facilities, oil rigs and similar places.

6.3. Subject to paragraph 6 below, the irrevocable and non-exclusive right, license, privilege and authority to exhibit the Picture embodying the Composition by means of all forms of television, whether now or hereafter known or devised, including without limitation free television, pay television, cable television, subscription television, educational

television, "CATV", hotel-motel exhibition, pay-per-view, satellite broadcast, video on demand and "closed circuit into homes television".

6.4. The irrevocable and non-exclusive right, license, privilege and authority to cause or authorize the fixing of the Composition, as part of and as recorded in the Picture, in all media (whether now or hereafter known or devised), including without limitation on soundtrack albums, videograms (audio visual devices including but not limited to videodiscs, CD-ROM, DVD, and videocassettes) without Company having to pay any further consideration therefor, and to make and distribute soundtrack albums for sale to the general public and otherwise and to make and distribute videogram copies of the Picture to the general public for exhibition of the Picture for "home use" (as such term is understood in the entertainment industry) without Company having to pay any further consideration therefor.

7. The right to exhibit the Picture in the United States pursuant to paragraph 5.3 above is and shall be available subject to the following:

7.1. The Picture may be exhibited by means of television by networks, local stations or closed circuits having valid performance licenses thereof from ASCAP, BMI or other applicable performing rights societies, as the case may be.

7.2. Exhibition of the Picture by means of television by networks local stations or closed circuits not licensed for television by ASCAP, BMI or other applicable performing rights societies, is subject to clearance of the performing rights either from Licensor or ASCAP, BMI or other applicable performing rights society or from any other licensor acting for or on behalf of Licensor and in accordance with their customary practices and the payment of their customary fees; provided, that such clearance will be negotiated in good faith and Licensee shall have the continued right to distribute and otherwise exploit the Picture during the course of such negotiations.

8. It is understood that the performance of the Composition in connection with the exhibition of the Picture in countries or territories within the Territory but outside of the United States and its possessions shall be subject to clearance by performing rights societies in accordance with their customary practice and the payment of their customary fees. Licensor agrees that to the extent Licensor controls said performing rights, Licensor will license an appropriate performing rights society in the respective countries to grant such performing right.

9. The recording and performing rights hereinabove granted include such rights for all forms of air, screen, radio and television trailers, featurettes and advertisements and other promotions and co-promotions in connection with the promotion, marketing, advertising, publicity or other exploitation of the Picture.

10. The recording and performing rights hereinabove granted shall endure for the worldwide period of all copyrights in and to the Composition, and any and all renewals or extensions thereof that Licensor may now own or control or hereafter own or control without Company having to pay any additional consideration therefor.

11. Provided that the Composition is included in the Picture, Company agrees to accord a credit in the end titles of the Picture in substantially the following form:

Title:	“Hail, Genocide”
Composer:	Bradley Roberts
Publisher:	BMG Gold Songs (ASCAP) o/b/o Slave Pit Music

All other characteristics of said credit shall be at Company’s sole discretion. No failure by Company or any third parties to comply with the provisions of the Paragraph shall constitute a breach of this Agreement.

12. In the event that there is an audio soundtrack album (the “Soundtrack Album”) of the Show released in the United States, which embodies the composition, Licensor agrees to issue a mechanical license to the applicable record company releasing said soundtrack album at a mechanical rate of seventy five percent (75%) of the statutory rate.

13. Licensor represents and warrants that Licensor has the full and legal right and authority to enter into and fully perform this agreement and to grant all rights granted to Company hereunder, that no consent from or payment to any third party shall be required in connection with this agreement and that use of the Composition as provided herein does not infringe upon or violate rights of any third party.

14. Licensor shall indemnify and hold Company harmless from any and all losses or damages (including reasonable attorneys' fees) arising out of any third party claim or action inconsistent with any of Licensor's representations, warranties and/or covenants hereunder.

15. Company may assign this agreement or license or assign all or any part of its rights hereunder to any persons, firms or corporations whatsoever, and this agreement shall inure to the benefit of and be binding upon Company's successors, licensees and assigns. Licensor may not assign this agreement in whole or in part without Company's prior written consent.

16. Any payments, notices or other communications hereunder shall be given in writing to Licensor at BMG Chrysalis, 6100 Wilshire Blvd., Suite 1600, Los Angeles, CA 90048 and to Company at H3 Exports, LLC, 8335 Sunset Blvd., West Hollywood, CA 90069, or to such other addresses as Licensor or Company shall specify by notice as hereunder provided. Any notice or other communications hereunder will be in writing and delivered by personal service, facsimile or by pre-paid registered mail to Licensor or Company at the addresses set out above, and such notice or communication will be deemed to be given in the case of personal service on delivery, or if by facsimile on the day of transmission, or if mailed on the third business day following its mailing. Either party may change its address for notice provided above by giving written notice to the other party.

17. Company will not be obligated to produce or release the Picture or actually to use the Composition or to continue such production or release or use if commenced.

18. No failure by Company to perform any of it's obligations hereunder shall be deemed a breach hereof, unless Licensor have given written notice of such failure to Company and Company does not cure such nonperformance within thirty (30) days after receipt of such notice.

19. Licensor's sole and exclusive remedy for Company's breach, termination or cancellation of this agreement or any term hereof shall be an action for damages, and Licensor irrevocably waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief.

20. Notwithstanding anything to the contrary set forth herein, the grant of rights, representations, warranties and indemnities hereunder shall survive the expiration or other termination of this agreement.

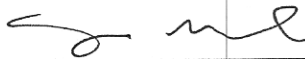
21. If any provisions of this agreement shall be determined by any court or other tribunal of competent jurisdiction to be void and unenforceable, all other provisions of this agreement shall nevertheless continue in full force and effect.

22. This agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except in a writing signed by both parties. This agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

23. This agreement shall be governed by and subject to the laws of the State of California applicable to agreements made and to be wholly performed therein.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of February 12, 2013.

AGREED TO AND ACCEPTED BY:
BY:



H3 EXPORTS, LLC

By: CORY NEAL - Managing member
Cory Neal

AGREED TO AND ACCEPTED

DocuSigned by:
jack flanagan
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BMG GOLD SONGS (ASCAP)
O/B/O SLAVE PIT MUSIC

By: jack flanagan
(Authorized Representative for Publisher)