

EXHIBIT A

AMERICAN FEDERATION OF MUSICIANS
PAYROLL COMPANY ASSUMPTION AGREEMENT
THEATRICAL MOTION PICTURE

The undersigned EPSC Talent Services, herein for convenience referred to as the "Payroll Company", hereby agrees with MACHETE PRODUCTIONS LLC, herein for convenience referred to as the "Producer", that the project entitled "MACHETE KILLS" is a picture photoplay covered by this Agreement and is subject to the AFM Basic Theatrical Motion Picture Agreement of 2010 and particularly to the provisions of Articles 15 and 16 thereof relating to payment to the Film Musicians Secondary Markets Fund (hereinafter the "Secondary Markets Fund") on release of a theatrical motion picture photoplay to free television or Supplemental Markets; and said Producer hereby agrees to abide by and perform the provisions of said Basic Agreement. Said Producer also hereby agrees, expressly for the benefit of the Secondary Markets Fund, to make the payments required by Articles 15 and 16.

It is expressly understood and agreed that the rights of any such Producer to exhibit or license the exhibition of such photoplays on free television shall be subject to and conditioned upon the payment to the Secondary Markets Fund as provided in Articles 15 and 16 of said Basic Agreement and it is further agreed that the Secondary Markets Fund shall be entitled to seek injunctive relief and damages against Producer in the event any such payments are not made.

The undersigned Producer agrees to keep or have access to complete books and records showing the income derived from the sale, lease, license, or distribution of such motion pictures on free television and in Supplemental Markets within the entire territory for which Producer is granted such rights and the Federation and the Administrator of the Secondary Markets Fund shall have the right at all reasonable times to examine and inspect such books and records. The undersigned shall give the Federation prompt written notice of the date on which each photoplay covered hereby is first telecast in free television and/or in Supplemental Markets. An inadvertent failure to comply with said notice requirements shall not constitute a default by the undersigned Producer provided that such failure is cured promptly after notice thereof from the Federation.

Page 2

Upon delivery of such Assumption Agreement, the Payroll Company shall not be further liable to the Federation for the keeping of any such records related to or for the payment(s) required based on the exhibition of the motion picture on free television or in Supplemental Markets and the Secondary Markets Fund agrees to look exclusively to the Producer who is the party to the Assumption Agreement for the keeping of such books and records, payments and compliance with credit obligations.

The Producer hereby expressly agrees for the benefit of the payroll company to be bound by the provisions of the within Assumption Agreement.

AGREED:

<u>EPSC Talent Services</u>	<u>MARLENE PRODS, LLC</u>
<u>PAYROLL COMPANY</u>	<u>PRODUCER/BUYER</u>
<u>Signature</u>	<u>Signature</u>
<u>Bob Pucher</u>	<u>SENCA BESPALON</u>
<u>Print Name</u>	<u>Print Name</u>
<u>2835 N Naomi Street</u>	<u>15760 Ventura Blvd, #1450</u>
<u>Address</u>	<u>Address</u>
<u>Burbank CA</u>	<u>Burbank CA 91436</u>
<u>City State</u>	<u>City State</u>
<u>(818) 955-6000</u>	<u>(818) 783-4084</u>
<u>Telephone</u>	<u>Telephone</u>
<u>Date</u>	<u>JUNE 20, 2013</u>
	<u>Date</u>

Page 2

MACHETE KILLS
NAME OF PICTURE

THEATRICAL MOTION PICTURE ✓

ORIGINAL RECORDING SESSION DATE: MAY/JUNE 2013

COMPOSER: CARL THIEL

EXHIBIT B

MACHETE PRODUCTIONS, LLC
15760 VENTURA BLVD., SUITE 1450
ENCINO, CA 91436

June 20, 2013

The Low Budget Film Department
AFM, West Coast Office
3550 Wilshire Blvd., Suite 1900
Los Angeles, CA 90010

To Whom It May Concern;

This is a request to utilize the AFM low budget agreement. Our information is as follows:

Picture: Machete Kills

Financier: Machete Productions, LLC (Contact: Janet Wattles)
Phone: (818) 783-4084

Production Company: Machete Kills, LLC
4900 Old Manor Road | Austin, TX 78723
(512)334-7722(o) | (512)391-1809(f)

Length In Hours/Minutes: 1 Hr, 45 Minutes

Estimated Cost: \$18,505,998

Composer: Carl Thiel

Contractor: Carl Thiel
Phone: (512) 288-4926

Dates & Locations of Sessions: May - June 2013/Carl Thiel Music Studios, Austin, TX

Estimated Number of Musicians: 4 to 6

Payroll Company: Entertainment Partners

Distributor: Open Road

Thank You,


Janet Wattles

EXHIBIT C



American Federation of Musicians of the United States and Canada

AFL-CIO/CLC Affiliated

OFFICE OF THE PRESIDENT
RAYMOND M. HAIR, JR.
817 Vine St
Hollywood, CA 90038
323-461-5401 FAX 323-461-5409
www.afm.org

June 25, 2013

MACHETE PRODUCTIONS LLC
15760 VENTURA BLVD #1450
ENCINO, CA 91436

RE: "MACHETE KILLS" ("Picture")

This is to confirm approval by the American Federation of Musicians of the United States and Canada ("Federation") for the use of the Low Budget Agreement by MACHETE KILLS, LLC ("Producer") in connection with the above-referenced Picture pursuant to the terms of the following Low-Budget provision of the Theatrical Motion Picture Agreement (the "Agreement"):

(check one box)

- Paragraph 61 – Theatrical Motion Pictures Budgeted at \$45 Million or Less
- Paragraph 62 – Theatrical Motion Pictures Budgeted at \$15 Million or Less
- Paragraph 63 – Theatrical Motion Pictures Budgeted at \$2 Million or Less

This approval is based upon the accuracy of the information provided in your correspondence of 6-25-2013.

Note that the provisions of paragraph 61, 62 or 63 of the Agreement, as applicable, will apply to the Picture, including:

- The Producer must notify all musicians, including music preparation musicians, when initially engaged that terms of such engagement are governed by the "Low Budget" provisions of the applicable paragraph selected above.
- The final estimated cost of the Picture as of the date of release must be certified by the head of production and submitted to the Federation within thirty (30) days of the release of the Picture. Failure to provide the final estimated cost within thirty (30) days of release will result in an automatic upgrade to full scale for all wages and benefits otherwise due. A final estimated cost in excess of the applicable budget threshold will result in an automatic upgrade to either the next Low Budget Tier Scale or Basic Scale (as applicable) for all wages and benefits otherwise due. Submission of any estimate of final cost that is materially false will result in an automatic upgrade to full scale wages and benefits otherwise due plus a 50% penalty (based on full scale).

Nothing in this letter shall be considered a waiver of any provision of the Agreement, which shall govern in the event of any contradiction between this letter and the Agreement. Nevertheless, please bear in mind that, under current Federation policy:

- Final costs may exceed the budget threshold described above by up to 10%.
- Costs under the Agreement not anticipated in the initial estimated budget (e.g., hiring additional musicians or adding additional days of scoring) that result in a final estimated cost in excess of the applicable budget threshold above (plus the overage described in the bullet above) shall not result in disqualification of the Low-Budget status of the Picture.

Thank you for your cooperation.

Best regards,



Matt Allen, Contract Administrator
Theatrical Motion Pictures and Television Films
Electronic Media Services Division, AFM West Coast Office

cc: AFM Local 433
James Cope, Secondary Markets Fund