

CERTIFICATE OF EMPLOYMENT AND RELEASE AGREEMENT

This Certificate of Employment and Release Agreement between DAVID CROWLEY, HOT HEAD PRODUCTIONS, LLC, and GRAY STATE LLC, (collectively referred to herein as “CROWLEY”) of 1051 Ramsdell Dr, Apple Valley MN 55431 on the one hand, and DANIEL MASON (“MASON”), of _____ on the other is entered into with respect to certain Projects and Material as defined in paragraph 1 below. on the following terms and conditions:

1. For good and valuable consideration, receipt and the sufficiency of which are hereby acknowledged, MASON hereby acknowledges, certifies and agrees that all results and proceeds of every kind of services rendered by MASON relating in any way whatsoever to HOT HEAD and/or GRAY STATE screenplays, audio visual works, or motion picture film projects (“Projects”), including without limitation any audio or audio visual appearance or performance by MASON and all ideas, suggestions, themes, plots, stories, characterizations, dialogue, titles and any other material, whether in writing or not in writing, at any time created or contributed by MASON which in any way relate to the Projects or the material on which the Projects are based or any and all audio visual works or recordings relating thereto (collectively, the “Material”) are and shall be deemed to be works made for hire (as the term is defined in Section 101 of the Copyright Act, title 17 of the U.S. Code) (“WFH”) for CROWLEY.

2. MASON hereby agrees that CROWLEY is the author and the sole and exclusive owner of the Material and all right, title and interest therein and in the Projects, including but not limited to any and all copyrights or trademarks, ancillary and subsidiary rights (the “Rights”). If under any applicable law the Material is not deemed or otherwise considered a WFH, then to the fullest extent allowable and for the full term of protection otherwise accorded to MASON under such applicable law (included all renewals, extensions and revivals thereof), MASON hereby assigns and transfers to CROWLEY all right, title and interest, if any, of MASON in the Project any other works now or hereafter created containing or comprised of the Material, and, to the fully extent allowable under any applicable law, MASON hereby irrevocably waives or assigns to CROWLEY MASON’s so-called “moral rights” or “droit moral” and will, promptly upon CROWLEY’s request, execute, acknowledge and deliver to CROWLEY all documents consistent with this Agreement which CROWLEY may deem necessary to evidence and effectuate all of CROWLEY’s rights hereunder. MASON hereby irrevocably appoints CROWLEY as attorney-in-fact with full power to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere all such documents MASON fails to execute within 5 business days after CROWLEY’s request therefor. The appointment will be a power coupled with interest.

4. MASON represents and warrants that: MASON is free to enter into this Agreement and to make all agreements made by MASON herein; MASON has not made, and will not make, undertake any act which will conflict with or impair the complete enjoyment of CROWLEY’s rights in the Material and the Projects, and MASON is not subject to any conflicting obligations or any disability which will prevent or interfere with MASON’s performance of MASON’s services or agreements made herein. MASON hereby indemnifies CROWLEY from all liability, damages, costs and expenses arising out of a breach of MASON’s representations, warranties or agreements made herein. CROWLEY hereby indemnifies MASON from all liability, damages, costs and expenses arising out of CROWLEY’s development, production, distribution or exploitation of the Project or any element thereof.

5. MASON hereby agrees that MASON has not now nor will in the future be deemed to have any lien, charge or other encumbrance upon the Rights conveyed to CROWLEY herein or proceeds derived therefrom and no act or omission by CROWLEY, nor any other act or omission of any kind, will terminate or otherwise adversely affect CROWLEY’s ownership of the Rights conveyed herein. MASON hereby releases and discharges CROWLEY and CROWLEY’s successors and assigns, in perpetuity, from all claims, demands or liabilities, now known or unknown, suspected or unsuspected, which MASON now has or owns or holds or at any time had, owned or held arising out of the Project and/or the Material. In connection therewith, MASON hereby waives MASON’s rights and benefits, if any, including pursuant to the provisions of Section 1542 of the California Civil Code, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

6. Provided MASON is not in default or breach of the Agreement and in exchange for MASON’S release of any claims regarding the COMPANIES, the Material or Projects or any other entity dealing with the Material or the Projects, CROWLEY agrees to indemnify MASON with regard to any debts, obligations, liabilities (including attorneys’ fees) incurred by CROWLEY in connection with the Material and or the Projects up to the date that the Agreement is executed by the parties.

7. All controversies, claims or disputes related to this Agreement or the interpretation or performance or

breach thereof and which the parties hereto are unable to resolve informally, will be resolved by binding arbitration conducted in Hennepin County, Minnesota by a single neutral arbitrator experienced in the subject matter in accordance with the Arbitration Rules, Minnesota law and Federal Rules of Evidence. The parties waive the right to seek punitive damages and the arbitrator will have no authority to award such damages.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT COUNSEL, HAS READ AND UNDERSTANDS THE TERMS OF THE AGREEMENT, WHICH SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE PREPARATION OR DRAFTING HEREOF.

Executed this _____ day of _____, 2014, effective as of August 1, 2014.

DANNY MASON

Date

DAVID CROWLEY on behalf of himself and as an
authorized signatory for HOT HEAD PRODUCTIONS, LLC
And GRAY STATE, LLC

Date