

August 19, 2024

Mom's Basement Media LLC  
Attn: Matthew Valentinas  
68 Beachwood Terrace  
Wells, ME 04090

## PODCAST RELEASE, EXCLUSIVITY & ENGAGEMENT AGREEMENT

This confirms the agreement (the “**Agreement**”) between MWP LLC (defined as “**Producer**”) and Aidan “Turtleboy” Kearney (defined as “**Turtleboy**”) with respect to the acquisition by Producer of the exclusive right to portray Turtleboy and the events of Turtleboy’s Life Story as it relates to the Karen Read Murder Trial and Turtleboy's efforts and involvement with the “Free Karen Read” movement as hereinafter set forth in connection with the narrative limited series podcast presently entitled “Crossing the Line Presents; in association with Mom's Basement Media -34 Fairview Road- The Murder of John O'Keefe, Karen Read, Turtleboy, and a Community Divided” (the “**Podcast**”).

For purposes of this Agreement, “Life Story Rights” shall include: Turtleboy’s name, likeness, sobriquet, voice, and biography; all the incidents of Turtleboy's life preceding, surrounding, following, and otherwise, in any way relating to incidents about Turtleboy’s life that Producer deems in its sole discretion necessary or appropriate to produce the Podcast (as defined above); and use any and all relevant information and materials in Turtleboy’s possession or under Turtleboy’s control, including but not limited to copies of any newspaper or magazine clippings, photographs, transcripts, journals, notes, letters, recordings, blogs, home movies, videotapes, streaming recordings, testimonies, manuscripts, research archives, sms texts, emails, phone messages, computer hard drive or cloud storage downloads, court documents, requested FOIA documents, arrest records, or other physical materials relating to Turtleboy’s Life Story and Turtleboy's thoughts, observations, recollections, reactions and experiences surrounding, arising out of, or concerning all of the events, circumstances, and activities relating to Turtleboy’s life in connection with the John O'Keefe Murder trial and “Free Karen Read” movement in relation to the Podcast (collectively, defined as the “**Work**”).

For good and valuable consideration, receipt of which is hereby acknowledged, Turtleboy hereby acknowledges, certifies and agrees that any and all literary or other materials, works, writings and ideas written, submitted, furnished and/or contributed by Turtleboy in connection with the Podcast and all other results and proceeds of Turtleboy’s services, together with all other materials of every kind whatsoever created by Turtleboy relating to the Podcast (collectively, the “**Work**”), are a “work-made-for-hire” (as that term is used in the United States Copyright Act) for Producer, performed within the scope of Turtleboy's participation and/or as a Work specially ordered or commissioned for use as a part of the Podcast.

Turtleboy acknowledges that Producer is the “author” of the Work for all purposes, including without limitation the copyright laws of the United States, and Producer is the sole and exclusive owner, in perpetuity and throughout the universe, of all right, title and interest in and to the Work, including without limitation the theme, plot, characters, ideas, and story contained in, and all copyrights in and to, the Work (and all renewals and extensions thereof now or hereafter provided by law) and all the rights therein and thereto, including all so-called “moral rights of authors” and “droit moral” rights and any similar or analogous rights under the applicable laws of any country of the world, and the right to make such changes therein and uses thereof as Producer may from time to time determine by any and all means and/or media known or hereafter devised, including without limitation, a Podcast, and if film and television rights are assigned to also include feature length motion picture, streaming, sound recording, videocassette, videodisc, DVD, audiobooks, books, eBooks, computer-assisted media (including but not limited to CD-ROM, CD-

Schindler, VOD, SVOD, and other similar disc systems, electronic sell-thru, video downloading, games, interactive and any other devices or methods now existing or hereafter devised), character, sequel, remake, theme park, stage or streaming. Without limiting the generality of the foregoing, in the event that any of the Work is not deemed to be a “work made for hire” hereunder, Turtleboy hereby irrevocably and exclusively assigns to Producer (or if any applicable law prohibits or limits such assignment, Turtleboy hereby irrevocably and exclusively licenses to Producer) all right, title and interest in and to such Work (including all copyrights therein and thereto and all renewals and extensions thereof), and all rights to exploit the same throughout the universe, in perpetuity (but in any event for not less than the period of copyright and any renewals and extensions thereof), in any and all media, whether now known or hereafter devised.

Turtleboy hereby waives all so-called "moral rights of authors" and "droit moral" rights (and any similar or analogous rights under the applicable laws of any country of the world). Turtleboy further hereby irrevocably assigns to Producer (or, if any applicable law prohibits or restricts such assignment, Turtleboy hereby grants to Producer an irrevocable royalty-free license of all of Turtleboy’s rights, if any, to authorize, prohibit and/or control the renting, lending, fixation, production and/or other exploitation of the Podcast by any media and means now known or hereafter devised, including, without limitation, theatrical, non-theatrical, pay-per-view, stage, home video (including videocassettes, digital videodiscs, laserdiscs and all other formats), all forms of television (including pay, free, network, syndication, streaming, cable, satellite and digital), video-on-demand, and all forms of digital distribution, in perpetuity throughout the universe as may be conferred upon Turtleboy under applicable laws, regulations or directives, including, without limitation, any so-called "Rental and Lending Rights" pursuant to any European Union (“EU”) directives and/or enabling or implementing legislation, laws or regulations enacted by the member nations of the EU. Turtleboy acknowledges that the compensation payable to Turtleboy in connection with the Podcast comprises equitable remuneration in respect of Rental and Lending Rights.

Turtleboy hereby warrants and represents that (excluding material furnished by or on behalf of Producer) the Work is wholly original with Turtleboy or in the public domain throughout the universe; does not violate any copyright of any person or entity or, to the best of Turtleboy’s knowledge in the exercise of reasonable prudence and due inquiry, does not defame, infringe upon or violate the right of privacy or any other right of any person or entity; and is not the subject of any litigation or (to the best of Turtleboy’s knowledge in the exercise of reasonable prudence and due inquiry) claim that might give rise to litigation. Turtleboy further warrants and represents that Turtleboy has not granted or transferred any rights in or to the Work to any third party and have not and will not do anything which has impaired or will impair the rights granted to Producer to the Work in any way and that there has been no publication or other use of the Work anywhere in the universe.

Turtleboy shall indemnify and hold Producer, its parents, subsidiaries, affiliates, associates, representatives, managers, lawyers, employees, directors, officers, agents, successors, assigns and licensees, and each of them, harmless from and against any and all liabilities, judgments, claims, demands, damages, penalties, interest, costs and expenses of every kind whatsoever (including, without limitation, reasonable outside attorneys' and accountants' fees and disbursements) (collectively defined as, “**Damages Expenses**”) suffered or incurred by Producer, the aforementioned parties and/or any of them, arising out of or resulting from any breach of any of the representations and warranties set forth herein. Producer shall defend (selecting its own counsel), indemnify and hold Turtleboy harmless from and against any and all Damages Expenses suffered or incurred by Turtleboy, arising out of or resulting from any claim or legal action in respect of material added to or interpolated in the Work by Producer or at Producer's request and/or by reason of any third party claim arising out of Producer's development, production, distribution and/or exploitation of the Podcast; provided, however, that the foregoing indemnification shall not apply to any Damages Expenses or third party claims arising out of or resulting from Turtleboy’s gross negligence or intentionally tortious conduct or from any breach of Turtleboy’s covenants, representations or warranties

hereunder. Notwithstanding the preceding sentence, in connection with any claim arising out of the development, production, distribution, or exploitation of the Podcast which alleges that material contained in the Podcast constitutes a breach by Turtleboy of Turtleboy's representations and warranties hereunder (hereinafter, "**Claim**"), Producer shall defend Turtleboy against any such Claim provided that Turtleboy cooperates fully with Producer in connection with the defense thereof and subject to the following: (i) Producer shall control the defense of any such Claim and shall have the right to dispose of and/or settle such Claim as Producer deems appropriate, and (ii) Producer shall reserve all rights, both in equity and at law, against Turtleboy (including the right to recover any Damages Expenses incurred by Producer in connection with the defense, settlement or other disposition of any such Claim) to the extent such Claim arises out of a breach by Turtleboy of Turtleboy's representations and warranties hereunder. With respect to any action brought by Producer against Turtleboy pursuant to subparagraph (ii) above, such action will be deemed to accrue on the date on which Producer requests Turtleboy to reimburse Producer for Producer's Damages Expenses incurred in defending a Claim following a final disposition thereof. Nothing contained in this paragraph shall affect the computation of Turtleboy's Podcast compensation, if any, in connection with the Podcast or limit in any respect the amounts deductible by Producer as distribution expenses, costs of production or expenses otherwise in computing such participation.

Turtleboy acknowledges that Producer shall be free to assign this agreement and its rights hereunder, and to delegate its duties hereunder at any time and from time to time, in whole or in part, to any person or entity. Provided that no such assignment will relieve Producer of Producer's obligations hereunder unless Producer's obligations are assumed in writing by a "major" or "mini-major" or major independent motion picture studio, including but not limited to Compelling Pictures, or a television network (including, without limitation, a cable or streaming network) or other similarly financially responsible party. Turtleboy may not assign this agreement or Turtleboy's rights hereunder, or delegate Turtleboy's duties hereunder, in whole or in part.

Any remedies Turtleboy may have against Producer in connection with the Work and any Podcast based thereon shall be limited to the right to recover damages, if any, in any action at law, and Turtleboy hereby waives any right or remedy in equity, including any right to terminate this agreement or to rescind Producer's right, title and interest in and to the Work or to enjoin, restrain or otherwise impair in any manner the production, distribution, advertising or other exploitation of the Podcast, or any parts or elements thereof.

At the request and expense of Producer, Turtleboy shall execute and deliver to Producer such assignments or other instruments consistent herewith as Producer may deem reasonably necessary to establish, protect, enforce and/or defend any or all of Producer's rights in the Work and/or hereunder. If Turtleboy fails to so execute and deliver any such instrument after reasonable notice, Producer shall have the right to do so in Turtleboy's name, place and stead, and Producer is hereby irrevocably appointed as Turtleboy's attorney-in-fact for such purposes, which power is coupled with an interest.

This Agreement will be construed and enforced in accordance with the Federal Arbitration Act, applicable federal law, and the law of the Commonwealth of Massachusetts, applicable to contracts negotiated, executed, and fully performed within that State, regardless of where negotiation, execution or performance of this Agreement may actually occur. In the event of any controversy or claim arising out of or relating to this Agreement (including the scope or applicability of this Agreement to arbitrate) or the breach of any term hereof, the parties agree it will be resolved by confidential arbitration conducted in the Suffolk County of Massachusetts and administered by JAMS in accordance with its Comprehensive Rules and Procedures, including the Optional Appeal Procedure. The arbitration will be held before a single neutral arbitrator experienced in entertainment negotiations; any appellate panel will consist of three neutral members. For any claim submitted to arbitration, the burden of proof will be as it would be if the claim were litigated in a judicial proceeding and the decision will be based on the application of Massachusetts's law. Upon

conclusion of any arbitration proceedings hereunder, the arbitrator will render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision he or she has reached. Any judgment upon the award rendered by the arbitrator may be entered in any state or federal court in Suffolk County having jurisdiction of the matter thereof. The arbitrator will have the authority to grant any other equitable and legal remedies that would be available in any judicial proceeding instituted to resolve a disputed matter but will not have the authority to grant any remedies the parties have waived (including, without limitation, any waiver of punitive or exemplary damages contained in this Agreement). The parties agree to submit to the in personam jurisdiction of the District Court of the Commonwealth of Massachusetts for Suffolk County and the United States District Court for The District of Massachusetts for purposes of confirming any such award and entering judgment thereon. Each party will be responsible for their own attorney's fees and costs. Notwithstanding any other provision of this Agreement, at the election of a party alleging conduct constituting a sexual assault dispute or sexual harassment dispute, or the named representative of a class or in a collective action alleging such conduct, no pre-dispute arbitration agreement or pre-dispute joint-action waiver shall be valid or enforceable with respect to a case which is filed under Federal, Tribal, or State law and relates to the sexual assault dispute or the sexual harassment dispute.

Producer and Turtleboy enter into this Agreement to further develop and produce no less than ten (10) podcast episodes of no less than twenty-four (24) minutes per episode not including advertising for a limited narrative series to be released as a Crossing The Line Presents Production on the Libsyn network with a full working title name of "Crossing The Line Presents; in Association with Mom's Basement Media -34 Fairview Road - The Murder of John O'Keefe, Karen Read, Turtleboy and a Community Divided".

Producer shall serve as the primary production Producer in association with Mom's Basement Media LLC for the Podcast and the copyright shall be owned entirely by M. William Phelps LLC and registered in the name of M. William Phelps LLC. M. William Phelps and Matthew Valentinas shall be credited as Executive Producers of the Podcast. Producer shall be solely responsible for all final creative and editing decisions and for hosting, producing, completing and delivering all Episodes of Podcast for all purposes contemplated by the Agreement, including all pre-production, production, post-production (including sound editing) and related services customarily performed by first class production companies, executive producers and hosts in the United States podcast entertainment industry.

Podcast Compensation shall remain pursuant to the terms hereof and all net profits shall be split sixty percent (60%) in the favor of Producer with the remaining forty percent (40%) to Turtleboy due and payable within ten (10) business days once Mom's Basement Media LLC has collected payments due for the Podcast from the Libsyn Podcast Network. Libsyn is the network hosting the Podcast and handling all advertising revenue. Net Profits shall be defined as 100% of gross proceeds collected from the advertising profits received from the Libsyn Podcast Network starting on the initial release date of the first episode of the Podcast on the network and terminating ninety days (90) from the initial release of the last episode of the Podcast, minus any expenses, including any production costs of the Podcast, that M. William Phelps LLC has incurred or paid to complete the Podcast on the Crossing The Line RSS Feed. The confidential tentative release date of the Podcast is October 17, 2024 with an anticipated minimum of ten (10) episode series to be released every Thursday thereafter with the last episode released on December 19, 2024 with the final collection date being ninety days from the initial release of the last episode. These release dates may be subject to change, but shall follow this weekly format with the 90 day termination date.

Both M. William Phelps and Aidan Kearney aka "Turtleboy" hereby acknowledge Matthew Valentinas of Mom's Basement Management as their entertainment manager who shall be responsible for collecting all proceeds for the Podcast and then paying each party their percentages due within ten (10) business days of receipt of any proceeds subject to the terms of their Management Agreements with Matthew Valentinas. It is also acknowledged proceeds expect to be paid on a monthly basis plus ninety (90) days from the Libsyn Podcast Network to M. William Phelps LLC., but proceeds shall not be counted until they are actually received from the Libsyn Podcast Network by Mom's Basement Media LLC.

Turtleboy agrees to render exclusive services for the Podcast, subject to his personal and professional schedules. This will include participating in interviews with Producer, and working with Producer to get participants for the Podcast by making introductions and requests on behalf of the Podcast to get third parties to participate in interviews or provide exclusive information related to the trial of Karen Read and the Murder of John O'Keefe. Furthermore, Turtleboy will make best efforts to participate in promotional and marketing efforts of the Podcast if requested. Additionally, Turtleboy agrees to abide by any holdbacks as may be necessary to preserve the exclusive release of information on the Podcast. Turtleboy understands and agrees that he will be providing exclusive material relating to the Karen Read Trial to the Podcast that may first be made public by the Podcast, and that Turtleboy's access to exclusive information is a major element in the creation of this Podcast and will be the expectation of the audience. Because this Podcast shall likely be releasing before any other major docuseries or documentaries on this subject matter, Producer finds this request very reasonable and essential to the Podcast. Turtleboy shall make great effort to restrict his public announcements to news media interviews (i.e. Local or national papers, television news, radio news) and his own personal streaming shows unless requested by Producer to appear on a particular podcast or show as approved in writing in advance by Producer. With respect to large interviews that may come forward such as Dateline or things like 20/20 Turtleboy will agree to work with Producer to form a media strategy that best serves to promote the Podcast to get a larger audience while not giving away exclusive information that could devalue or outdate the Podcast by the time the last Podcast episode is released. Both Parties hereby acknowledge working together to make the Podcast as successful and as entertaining as possible for a global audience, shall require Turtleboy's active participation and retained exclusivity with the Podcast for the duration of the cycle that the Podcast makes its first run which shall be a key factor in the Podcast's success.

Producer and Turtleboy shall be attached to all Podcast derivatives based on the Podcast (including, without limitation, any podcast spinoff/prequel/sequel/remake). This Agreement shall govern any rights, privileges, compensation, benefits, duties and/or obligations of Producer and Turtleboy arising from those derivatives. However, it is understood at the time of drafting this Agreement that Compelling Pictures currently has the rights to any film/television/streaming rights that may be adapted from this Podcast.

If Travel is requested of Turtleboy by Producer or a Third Party working with Producer all such travel shall be subject to Turtleboy's availability, with the itinerary and costs to be negotiated in good faith at that time and which may be reimbursed from Podcast proceeds if mutually agreed to in writing in advance by Producer and Turtleboy and their entertainment manager.

For purposes of this Agreement, the "Released Parties" shall mean any person or entity associated in any way with M. William Phelps, Matthew Valentinas, MWP LLC, Mom's Basement Media LLC, Mom's Basement Management or Libsyn Podcast Networks or any of their sponsors or co-promoter, partners, and each of their respective stations, parents, subsidiaries, affiliates, agents, officers, directors, talent and employees of Libsyn, its sponsoring organizations, and individual property owners and contractors.

Turtleboy hereby consents to and authorizes the use by the Released Parties of his name, recorded voice, and any other material provided by Turtleboy or his representatives (“Turtleboy's Materials”).

Turtleboy hereby consents to and authorizes the use, by the Released Parties, of any and all audio works described below that the Released Parties have taken or created of Turtleboy and the Artist Materials (collectively, the “Works”), and of any reproductions of them, for any purpose whatsoever. Turtleboy hereby acknowledges that Producer shall be the exclusive user of the copyright in all such Works, and Producer shall therefore have the exclusive right to reproduce the Works in connection with the development, production, distribution, exploitation, advertisement, or promotion of the Works, at any time, in any and all media now known and hereafter devised subject to the prior Agreement with Compelling Pictures dated June 27, 2024. Turtleboy, for himself and on behalf of his heirs, executors, agents, successors or assigns, hereby releases, discharges, and agrees to save harmless the Released Parties from any liability, claims, damages, losses, costs, expenses, injuries or cause of actions whatsoever that in any way are caused by or arise out of this Agreement, his appearance in the Works, or in the advertisements, including without limitation any claims for defamation, libel, slander, invasion of privacy, or infringement of any right of publicity. Moreover, in no event shall Turtleboy have any right to seek injunctive or other equitable relief against the Released Parties for actions arising out of this Agreement. Turtleboy hereby warrants that he is at least eighteen years of age and has the right to contract in his own name. Turtleboy has read this entire release prior to its execution, and Turtleboy is fully familiar with the contents hereof. These release terms in the Agreement shall be binding upon Turtleboy and his heirs, legal representatives, and assigns.

Turtleboy agrees that the Released Parties may license, assign, and otherwise transfer this Agreement and all rights granted by Turtleboy to the Released Parties under this Agreement to any other person or entity, including but not limited to Compelling Pictures. This is the complete and binding agreement between the Released Parties and me, and it supersedes all prior understandings and/or communications, both oral and written, with respect to its subject matter.

All Rights granted and agreed to be granted to Producer under this Agreement shall be irrevocably vested in Producer in perpetuity (including without limitation for the full term of copyright protection everywhere in the world and any and all renewals, extensions and revivals thereof). No breach by Producer of this Agreement shall entitle Turtleboy to equitable relief, whether injunctive or otherwise, against or with respect to any Work produced pursuant to the Podcast or its exploitation, it being acknowledged and agreed that Turtleboy's remedy of money damages in accordance with the dispute resolution provisions set forth below is adequate. If the Work should revert to Turtleboy pursuant to the provisions of any copyright law or similar law, and if Turtleboy is at any time thereafter prepared to enter into an agreement with a third party for the license, exercise or other disposition of all or any of the Rights, Turtleboy shall, before entering into such agreement, give Producer notice of the proposed terms thereof (and all modifications of such terms) and the party involved. In each instance, Producer shall then have thirty (30) business days in which to elect to acquire the rights involved on the terms contained in the notice.

This Agreement does not constitute and shall not be construed as constitution of a partnership or joint venture between or among any of the parties. Turtleboy acknowledges that this Agreement is not subject to any collective bargaining agreement in as much as Producer is not a party to any collective bargaining agreements that might be applicable to the type of services provided herein, if any. This Agreement is non-assignable by Turtleboy. Producer may freely assign, license or otherwise transfer this Agreement, in whole

or in part, and any or all of its rights hereunder to any person or entity. This Agreement shall inure to the benefit of Producer's successors, assignees, licensees and subsidiary companies. Turtleboy shall execute any document consistent herewith requested by Producer to fully effectuate the intent of this Agreement.. This Agreement is the entire agreement between the parties with respect to the subject matter hereof, and it supersedes all previous agreements, either oral or written, regarding the subject matter hereof. In due course a more formal agreement may be prepared, but the failure of the parties to prepare and/or execute such formal agreement shall not affect their rights as set forth in this Agreement, which shall in any event be binding upon them. This Agreement may be executed by original, facsimile or electronic signatures and in counterparts, each of which will be deemed an original, but all of which together will constitute a single instrument.

AGREED AND ACCEPTED


**M. William Phelps LLC ("Producer")**

Signature:  M. William Phelps (Aug 20, 2024 16:38 EDT)

Printed Name: Mathew William Phelps

Title: Host and Executive Producer

**Aidan Kearney aka "Turtleboy", individually ("Turtleboy")**

Signature:  Aidan Kearney (Aug 20, 2024 17:40 EDT)

Printed Name: Aidan "Turtleboy" Kearney









# 34 FAIRVIEW ROAD - Podcast Release Exclusivity and Engagement Agreement 8-19-24

Final Audit Report

2024-08-20

Created:	2024-08-20
By:	Matthew Valentinas (matthewvalentinas@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyW0rb3rYu2LEtC4DI5ZMrZXiPK_uuSuv

## "34 FAIRVIEW ROAD - Podcast Release Exclusivity and Engagement Agreement 8-19-24" History

-  Document created by Matthew Valentinas (matthewvalentinas@gmail.com)  
2024-08-20 - 7:05:23 PM GMT- IP address: 98.11.99.124
-  Document emailed to M. William Phelps (mwilliamphelps@comcast.net) for signature  
2024-08-20 - 7:05:27 PM GMT
-  Document emailed to Aidan Kearney (turtleboysports@gmail.com) for signature  
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-  Email viewed by M. William Phelps (mwilliamphelps@comcast.net)  
2024-08-20 - 8:37:40 PM GMT- IP address: 104.28.39.135
-  Document e-signed by M. William Phelps (mwilliamphelps@comcast.net)  
Signature Date: 2024-08-20 - 8:38:25 PM GMT - Time Source: server- IP address: 174.242.138.149
-  Email viewed by Aidan Kearney (turtleboysports@gmail.com)  
2024-08-20 - 9:24:31 PM GMT- IP address: 172.225.174.64
-  Document e-signed by Aidan Kearney (turtleboysports@gmail.com)  
Signature Date: 2024-08-20 - 9:40:15 PM GMT - Time Source: server- IP address: 73.219.252.80
-  Agreement completed.  
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