

142 West 57th Street, Sixth Floor
New York NY 10019



Phone: (212) 581-3100
Fax: (212) 581-0015

AGENT: Anthony Paolercio

CONTRACT #: 184648

Agreement made this date, Monday, February 28, 2011 by and between Pop 616 Entertainment, LLC (herinafter referred to as Artist) and Bill Stamper (herinafter referred to as Purchaser). It is understood and mutually agreed that the Puchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST(S): Pop Evil 75% SPECIAL GUEST STAR
VENUE: 8 Seconds Saloon 111 Linhurst, Indianapolis, IN
Phone: 317-281-6429 Fax:

DATE(S): Wed. April 6, 2011

Artist to Perform one (1) show approximately 45 minutes in length.

TICKETS:	Quantity	Grs Price	Cmp/Kls	Deduct	Net Price	Discrptn	No. Days/Shws:	1 / 1
	1,500	@ \$7.00			\$7.00	All	Load In:	Per Adv
		@ \$12.00			\$12.00	Reserved	Snd Chck:	Per Adv
							Doors Open:	7:00 PM
							Showtime(s):	TBD
							Onstage:	TBD
							Ages:	21+
							Curfew:	TBD
	GP:	\$10,500.00	Capacities		Merchandising			
	Tax:		Per Show: 1,500		Artist sell: 85/15 %			
	Net:	\$10,500.00	Total tkts: 1,500		Build sell:			

TERMS: \$1,500.00 Flat Guarantee

Flat

PLUS Purchaser agrees to provide and pay for Sound & Lights to meet with Artist's specifications and approval.

ADDITIONAL PROVISIONS: Purchaser shall provide and pay for, as per Artist's specifications and approval, at no cost to Artist any and all rider requirements. Pop Evil will perform immediately prior to Drowning Pool.

OTHER ACT[S]: Drowning Pool 100%HL / Trust Company 60%SG / Static Cycle 50%SG
PAYMENTS: \$750.00 US deposit to The Agency Group by certified check or bank wire only due by: March 6, 2011

The balance of the guarantee shall be paid to Artist or Artist's representative immediately prior to the performance via cash, certified/cashier's check or money order.

Artist's certified/cashier's checks should be made payable to Pop 616 Entertainment, LLC

The Agency Group Ltd Bank Wire Information	HSBC ABA#: 021-001-088 Account#: 610088955 452 Fifth Avenue, New York, NY 10018
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It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither The Agency Group, Ltd. nor its officers nor its employees are parties to this contract in any capacity and that neither The Agency Group, Ltd. nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

It is expressly understood by the Purchaser and the musician(s) who are parties to this contract that neither the Federation nor the Local Union are parties to this contract in any capacity except as expressly provided in the previous paragraph and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.

All other terms and conditions of Artist's engagement and services hereunder are set forth in the Standard Terms and Conditions attached hereto as Exhibit "A" which Standard Terms and Conditions are by this reference incorporated herein and made a part of this Agreement.

This contract shall not be binding unless signed by all parties hereto provided however, that the failure to sign this agreement shall not subject The Agency Group to any liability. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement on the date first above written. IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and first above written.

Pop 616 Entertainment, LLC
Leigh Kakaty (It's Fed ID #: 20-4728110

X
C/O The Agency Group Ltd. 142 West 57th Street, Sixth
New York, NY 10019
(212) 581-3100 Fax: (212) 581-0015

Bill Stamper
Bill Stamper

X
111 North Lynhurst
Indianapolis, IN .
317-281-6429 Fax:

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The parties hereto hereby acknowledge that the following additional terms and conditions are incorporated in and make a part of the Agreement between the parties hereto.

1. Reproduction of Performance Provision

PURCHASER shall not itself nor shall it permit others to record, broadcast, televise, photograph or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof.

2. Merchandising Provision

ARTIST shall have the exclusive right to sell souvenir programs, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e., T-shirts, hats, etc.) Posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject however to concessionaire's requirements, if any.

3. Right to Likeness Provision

ARTIST'S name or likeness may not be used as an endorsement of any product or service nor in connection with any commercial tie-up without ARTIST'S prior written consent.

4. Termination Clause

In the event PURCHASER refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, ARTIST shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to ARTIST by PURCHASER, and PURCHASER shall remain liable to PURCHASER for the agreed price herein set forth. In addition, if, on or before the date of any scheduled performance, PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of PURCHASER fails or refuses to make such payment forthwith, ARTIST shall have the right to cancel this engagement by notice to PURCHASER to that effect, and to retain any amounts theretofore paid to ARTIST by PURCHASER and PURCHASER shall remain liable to ARTIST for the agreed price herein set forth.

5. Sickness or Accident Provision

In the event of sickness or of accident to ARTIST, or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, or emergencies or any other similar or dissimilar cause beyond the control of PURCHASER, it is understood and agreed that there shall be no claim for damages by PURCHASER and ARTIST'S obligations as to such performances shall be deemed waived. In the event of such non-performance for any of the reasons stated in this paragraph, if ARTIST is ready, willing and able to perform, PURCHASER shall pay the full compensation hereunder, otherwise, the monies (if any) advanced to ARTIST hereunder, shall be returned on a pro-rata basis.

6. Controlling Authority Provision

ARTIST shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder including but not limited to the details, means and methods of the performances of the performing artists hereunder, and ARTIST shall have the sole right or may see fit to designate and change at any time the performing personnel. Provided ARTIST is ready, willing and able to perform at stated date and time, ARTIST'S obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority or any other cause, similar or dissimilar beyond ARTIST'S control.

7. Weather Provision

Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a force majeure event and payment of the agreed upon compensation shall be made notwithstanding. If PURCHASER and ARTIST disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe because of inclement weather, ARTIST'S determination as to performance shall prevail.

8. Cancellation Clause

Unless stipulated to the contrary in writing, PURCHASER agrees that ARTIST may cancel the engagement hereunder

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without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. ARTIST shall also have the right to terminate this agreement without liability in the event PURCHASER fails to sign and return this Contract within 10 days.

9. Independent Contractor Clause

It is agreed that PURCHASER signs this contract as an independent contractor and not as an employee. This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER'S carrying out any of the provisions hereof or otherwise.

10. Authority for Inconsistencies Provision

In the event of any inconsistency between the provisions of this contract and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to ARTIST shall control.

11. Indemnification Clause

PURCHASER hereby indemnifies and holds ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against ARTIST or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the engagement, which claim does not result from the active and willful negligence of the ARTIST.

12. Dispute Resolution Provision

Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in the State of New York in accordance with the rules and regulations then obtaining of the American Arbitration Association governing panels. The parties hereto agree to be bound by the award of such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

13. Conflict of Laws Provision

Nothing in this agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by the PURCHASER to ARTIST hereunder. If there is any conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, limited only to the extent necessary to eliminate such conflict. ARTIST agrees to comply with hall regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER.

14. Escrow Provisions

(Escrow Agent) acts herein only as the Escrow Agent for Producer and is not responsible for any act of commission or omission on the part of either PURCHASER or ARTIST. In furtherance thereof and for the benefit of (Escrow Agent), it is agreed that neither ARTIST or PURCHASER will name or join (Escrow Agent) as a party in any civil action or suit arising out of, in connection with, or related to any act(s) of commission or omission of PURCHASER or ARTIST and the PURCHASER and ARTIST jointly and severally agree to hold the (Escrow Agent) harmless from and against any and all expenses, costs, actions, claims, or liabilities (including reasonable attorney's fees) which may arise in connection with the Escrow Agent's performance of its duties hereunder, except for the willful misconduct or gross negligence of the Escrow Agent. The Escrow Agent may act or refrain from acting in respect of any matter arising in connection with the Escrow Fund, shall have no duties or obligations other than as stated herein and shall be protected in acting upon any notice, certificate, or other communication, not only as to the due execution and the validity and effectiveness of its provision, but also as to the truth and acceptability of any information therein contained, which it shall in good faith believe to be valid and to have been signed or presented by a proper person or persons. The Escrow Agent shall not be bound by any notice, or demand with respect thereto, or any waiver, modification, amendment, termination, or rescission of this contract unless in writing delivered to the Escrow Agent, and if the duties of the Escrow Agent are affected, unless it shall have given its prior written consent thereto. If at any time there shall be a controversy between PURCHASER and ARTIST with respect to the Escrow Fund, the Escrow Agent may upon notice to PURCHASER or ARTIST either (i) hold the Escrow Fund until otherwise directed by a



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written instrument signed by PURCHASER and ARTIST or by an order, decree or judgment by a court of competent jurisdiction which, by lapse of time or otherwise, shall no longer be or shall not be subject to appeal or review or (ii) deposit the Escrow Fund in any court of competent jurisdiction pending the final determination of any dispute among the parties hereto. Upon delivery of the Escrow Fund in accordance herewith, the obligations of the Escrow Agent shall cease with respect thereto and it shall not be required to perform any further acts whatsoever pursuant to this contract.

15. Assignment/ Transfer Provision

This contract (a) cannot be assigned or transferred without the written consent of PURCHASER, (b) contains the sole and complete understanding of the parties hereto and (c) may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both parties. The validity, construction and effect of this contract shall be governed by the laws of the State of New York, regardless of the place or performance. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL. The terms "PURCHASER" and "ARTIST" as used herein shall include and apply to the singular, the plural and to all genders.

Pop 616 Entertainment, LLC
Leigh Kakaty (It's Member)

Bill Stamper
Bill Stamper

X _____

X _____