

CONTRACT OF VOLUNTARY ASSIGNMENT OF CONTRACTUAL POSITION

Know all men by these presents the **Contract of Voluntary Assignment of Contractual Position** entered into by and between the company **ARION INVESTMENTS LLC.**, domiciled at 520 S, 7th Street, Suite C, Las Vegas, Nevada 89101, duly represented by Miss Francis Perez with passport N° 1260034 and Miss Leticia Montoya with passport N° 1273104, by and in representation of its Manager Fergus International, S.A., hereinafter called **THE ASSIGNOR**, and the company **EXPECTAR PRODUCCIONES SRL**, with RUC N° 205110640200, domiciled in Carretera Cieneguilla Km. 11.5, Margen Derecho, Interior A, district of Pachacamac, Province and Department of Lima, duly represented by Mr. Percy Alejandro Hartley Sotomayor, according to power duly registered in the Register of Artificial Persons, Electronic Certificate N° 11741615 of the Public Registers of Lima, with ID N° 10493411, hereinafter called **THE ASSIGNEE**.

The contract herein is entered under the following terms and conditions:

FIRST.- Definitions

1.1.- Whenever in the text of the contract the term "parties" is used, it will be understood that it is referred to all the companies that intervene in the contract herein. Whenever the term "party" is used it will be understood that it is referred to one of them.

1.2.- Whenever in the text of this document the term "Contract" is used, it will be understood that it is referred to the contract herein.

1.3.- Whenever in the text of this document the term "Show" or "Presentation" is used, it will be understood that it is referred to the alive show that **THE ARTIST** and his group of musicians and dancers will perform and in which the former will sing the music called "reaggeton".

1.4.- Whenever in the text of the document herein the term **THE ARTIST** is used it will be understood that it is referred to Mr. Raymond Ayala, known in the artistic world as Daddy Yankee, acting for this purpose the company "Cárdenas Marketing Network Inc.", who owns the rights for exclusive contracts of Daddy Yankee in Central and South America.

SECOND.- The Parties

THE ASSIGNOR is a company dedicated to invest in show business in Latin America and The United States.

THE ASSIGNEE is a company constituted in Perú mainly dedicated to hire foreign artists to perform public non-sport shows in the Peruvian territory.

THIRD.- General Declarations of the Parties.

3.1 THE ASSIGNOR and **THE ASSIGNEE** are properly constituted and in force companies according to the laws and regulations that on the matter rule in their countries of constitution.

3.2.- THE ASSIGNOR and **THE ASSIGNEE** declare that the social purpose of each one allows them to participate in this contract as they herein state.

3.3.- The Parties declare that their respective legal representatives are duly authorized to subscribe the Contract, as well as to assume on behalf of their represented all the rights and obligations herein. Likewise, they declare that their legal representatives are in full civil capacity to subscribe the Contract having no judicial, legal or contractual estoppel.

3.4.- The parties declare their agreement with all the terms stipulated herein and ratify that they have negotiated and subscribed it according to the rules of good faith, which will be likewise applicable in the phase of execution of the terms and obligations herein. In that sense, they declare to be governed by the said rules at the moment they resolve any objection that may arise while the Contract is in force.

3.5.- In compliance with Article N° 2095 of the Peruvian Civil Code, the Parties declare that they are submitted to the laws and regulations of the Republic of Perú , and, in general submitted to the arbitration and judicial jurisdictions of this country.

FOURTH.- Precedent

4.1.- By virtue of a Contract previously entered in by and between **THE ASSIGNOR** and **THE ARTIST**, the latter committed himself with the former to perform a Show, in which he would perform in public only one presentation accompanied by his group of musicians and dancers, singing "reaggeton" music for a period of time of no less than sixty minutes.

This commitment implied obligations from **THE ARTIST**, as detailed hereinbelow.

- The presentation of **THE ARTIST** in the Show singing reaggeton music
- To be accompanied in the Show by the group of musicians and dancers of **THE ARTIST**. The list of musicians and dancers is shown in Exhibit I, which is part of the Contract.

- The execution by **THE ARTIST** of direct advertising of the Show through television, written media, Internet or any other media capable of being reproduced with marketing purposes.
- To enter into the territory where the show would be performed all the musical instruments for the presentation of the latter.
- To enter into the territory where the show would be performed all the appropriate logistic for the presentation of the latter, which is detailed in Exhibit II.

Likewise, **THE ASSIGNOR** was obliged to pay an agreed economic remuneration of US\$ 70,000.00 (seventy thousand and 00/100 American Dollars) which will be paid by **THE ASSIGNEE**, as well as transportation (by air or land) and taxes, lying days, boarding and managing expenses thus making possible the presentation of **THE ARTIST** in the territory where the Show would be performed and which will be in the same way paid by **THE ASSIGNEE**.

At the moment of the signature of the document herein, the compliance of the obligations from **THE ASSIGNOR** has not been concluded.

4.2.- The obligations of **THE ARTIST** regarding **THE ASSIGNOR** were contractually considered as indivisible renderings, both parties appealing to the term "Package" to refer to the group of renderings as a sole unit or "package" of renderings; thus, the absence of one of them automatically implies the breach or breakage of the whole "package" of renderings from **THE ARTIST**.

Thus, in exchange of the compliance of his obligations, **THE ASSIGNOR** acquired a right represented by means of a document or title (the original contract), expressly foreseen by both parties as subject to be "endorsed" – transferred – this right adopting a nature comparable to intangible personal property.

4.3.- It must be stated that the signature of the contract entered into by and between **THE ASSIGNOR** and **THE ARTIST** implied from the former a series of contractual arrangements not only in the stage of attaining his location and contact, but also in the negotiations for the definition of the contractual term, thus allowing the achievement of a valuable final product (the contract), which is acknowledged by **THE ASSIGNEE**.

FIFTH.- Object of the Contract

To clearly establish the extent of the object of the contract herein, **THE ASSIGNEE** and **THE ASSIGNOR** agree to state as follows:

5.1- The acceptance by **THE ASSIGNEE** of the amount stated in the contract entered into by and between **THE ASSIGNOR** and **THE ARTIST** and attained

by the former in the stage of contractual arrangements and negotiations (as referred in number 4.3 of the Forth Clause hereinbefore), both parties agreeing in the amount of US \$ 350,000.00 (three hundred and fifty thousand and 00/100 American Dollars), which will paid by **THE ASSIGNEE**.

5.2- The transfer and assignment of contractual position regarding the rights and obligations regarding the performance of **THE ARTIST** referred in numbers 4.1 and 4.2 of the Fourth Clause hereinbefore.

5.3.- It is understood between the parties that the compliance of the obligations of **THE ARTIST** will imply that the right attained for such activity by **THE ASSIGNEE** will be considered executed in Peruvian territory, thus, the payment of the economic remuneration referred in the penultimate paragraph of number 4.1 of the Fourth Clause hereinbefore will be subject to a retention of thirty percent (30%) of Income Tax due to the fact that it is a Peruvian source of income.

Thus, to clearly determine the amount of the retention, **THE ASSIGNEE** will be able to enter into a contract to be presented before the Peruvian authority directly with the company representing **THE ARTIST** and it will not affect the agreements herein stated by the parties.

SIXTH.- Exclusions

6.1.- It is expressly stated between the parties that although, included in the contract, there are renderings whose fulfilment remain pending:

- Economic remuneration of **THE ARTIST**
- Provisions for the journey, travel tickets (air or land) and taxes, the hotel for **THE ARTIST** and his group of musicians, dancers and technical personnel.

Therefore, **THE ASSIGNEE** is responsible for the payment and negotiation of these items.

6.2- Likewise, as it is a right upon **THE ARTIST**, the goods and services that **THE ASSIGNEE** must hire from third parties for the best development of the show remain out of this obligation link, that means "excluded" from the Contract. In that sense, the "package" does not include hiring: a necessary number of security personnel, catering personnel, personnel or companies dedicated to promote and sell tickets, manufacturing and printing posters, general marketing, portable restrooms, logistics and technical complementary personnel.

Therefore, it is the responsibility of **THE ASSIGNEE** to look for the hiring of such goods and services.

6.3.- This obligations link neither includes the payment of managing expenses such as municipal authorizations or Civil Defence, Insurance Policy, free tickets for the Artist Union, etc.

Again, **THE ASSIGNEE** is responsible of the payment and negotiation of these items.

SEVENTH.- General Commitments of the Parties

7.1.- Good Faith: The Parties agree to do their best to execute this Contract in compliance with Articles 168 and 1362 of Good Faith and Common Intention, consecrated in the Peruvian Civil Code.

7.2.- Confidentiality: The Parties, their shareholders and workers, as well as their legal, accounting and financial advisors or of any other kind oblige themselves to keep confidential about every information regarded as such that they acknowledge or that is provided by the other Party during the negotiation, entering or execution of the Contract.

EIGHTH.- Obligations.

THE ASSIGNOR

8.1- Being the document herein a transfer of rights that occurs and ends upon its signature, the pending obligations of **THE ASSIGNOR** cease with this act.

As foreseen in Article 1437 of the Civil Code, **THE ASSIGNOR** is released, regarding **THE ARTIST**, from any responsibility before any incidental breach of the commitments of **THE ASSIGNEE**.

THE ASSIGNEE

8.2- Obliges himself, regarding **THE ARTIST**, to pay the provisions of journey, travel tickets (air, land) and taxes, the hotel for **THE ARTIST** and his group of musicians and dancers, the payments of the visas for **THE ARTIST** and his group.

Likewise, commits himself to fulfil the obligations stated in numbers 6.1, 6.2 and 6.3 of the Sixth Clause of the Contract herein.

8.3.- Regarding **THE ASSIGNOR**, obliges himself to pay US\$ 350,000.00 (three hundred and fifty thousand and 00/100 American Dollars) which will be paid in one instalment payment within 72 (seventy-two) hours after the presentation of the Show, for that purpose, **THE ASSIGNOR** will opportunely inform **THE ASSIGNEE** the number of the bank account where the money will be transferred.

NINTH.- Breach of Obligations.

Inaccuracy in the statements of the Third Clause or failure of any of the obligations in the Third Clause or breach of any of the obligations stated in the Seventh or Eighth clauses will empower the prejudiced party to rightfully cease the Contract according to Article 1430 of the Peruvian Civil Code simply by sending a notice from the office of a notary public to the responsible Party. Thus, the Contract will be annulled upon arrival of such notice, according to the terms of the Fourteenth Clause of the Contract herein.

TENTH.- Penalties

In case of breach of any of the obligations stated in the Eighth Clause, the prejudiced party can rightfully give effect to a penalty of an exchange value of three times the amount that remains unpaid, according to the amounts foreseen (determinate or determinable) and agreed in the document herein.

ELEVENTH: Assignment of contractual position

The assignment (onerous or gratuitous) by the parties of the obligations or rights derived from the contract herein is expressly forbidden unless otherwise authorized through written notice from the other party in the contract.

TWELFTH: Solution of Conflicts

The parties agree that any doubt or problem that may arise due to interpretation or failure of the contract or any matter related to it that may imply its legal force, validity or annulment, will be solved directly and in good faith to reach for a satisfactory solution for both parties. If the problem remains, they agree to look for conciliation under the Law of Conciliation and its regulations and bylaws.

In the case that this problem becomes irreconcilable, the parties agree to submit to arbitration, being subject to the law arbitration of a Unipersonal Arbitrator named by the Lima School of Law (Colegio de Abogados de Lima), and to commit themselves to respect the regulations of such institution.

THIRTEENTH.- Location of the Parties

The Parties declare as their domiciles the ones stated in the introductory part of the Contract and will be considered as valid for all the effects, unless any notice or change within the terms stated in the clause hereinafter.

FOURTEENTH.- Communication between the Parties

Any communication or notice will be considered effective from the fifth day upon the arrival of such notice.



FIFTEENTH.- Force of the Contract

The force of the contract is foreseen until December 22nd, 2006 as a deadline being the prejudiced party, due to any delay, able to apply the communication foreseen in the Ninth Clause of the Contract.

SIXTEENTH.- Subsidiary application of the Law

In unforeseen matters and when considered necessary, the Parties submit to the regulations of the Civil Code, the Conciliation Law and its regulations, the Arbitral Procedure Law and other laws of Perú.

ADDITIONAL CLAUSE.- Signature of Additional Contract

To confirm, add or state precisely the clauses herein agreed, **THE ASSIGNEE** will be able to enter into a contract directly with the company that holds the rights for the exclusive contract with Daddy Yankee in Central and South America, whenever **THE ASSIGNEE** considers it is convenient or necessary.

Signed by **THE ASSIGNOR** in the city of Las Vegas, by **THE ASSIGNEE** in the city of Lima in two (02) identical texts in January 19th, 2006.



[Handwritten signature]
THE ASSIGNEE

THE ASSIGNEE

THE ASSIGNOR

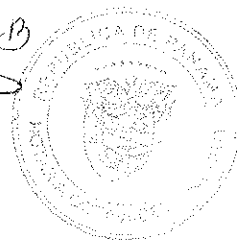
Yo, Dr. BENIGNO VERGARA CARDENAS, Notario Público Octavo del Circuito de Panamá, con Cédula N° 7-73-510

CERTIFICO:

Que dada la certeza de la identidad de(los) sujeto(s) que firmó (firmaron) el presente documento, su(s) firma(s) es(son) auténticas. (Arts. 501, 533, 836, 839 C.J.)

Panamá, 05 JUL 2006

[Handwritten signature]
Dr. Benigno Vergara Cardenas
Notario Público Octavo



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El infrascrito funcionario de Legalizaciones del Ministerio de Relaciones Exteriores debidamente autorizado para este acto

CERTIFICA:

Que la firma que antecede y que dice:

BENIGNO VERGARA CARDENAS

es auténtica del funcionario que el día 5
de JULIO año 2,006

ejercía el cargo de NOTARIO PUBLICO OCTAVO
DEL CIRCUITO DE PANAMA

Panamá 25 de SEPTIEMBRE año 2,006
114606/B Autenticación N° 2/MC

Firma del funcionario [Handwritten Signature]
MERCEDES CEDENO
FIRMA AUTORIZADA
DEPARTAMENTO DE AUTENTICACION
Y LEGALIZACION
MINISTERIO DE RELACIONES EXTERIORES

Este Ministerio no asume responsabilidad en cuanto al contenido del documento.

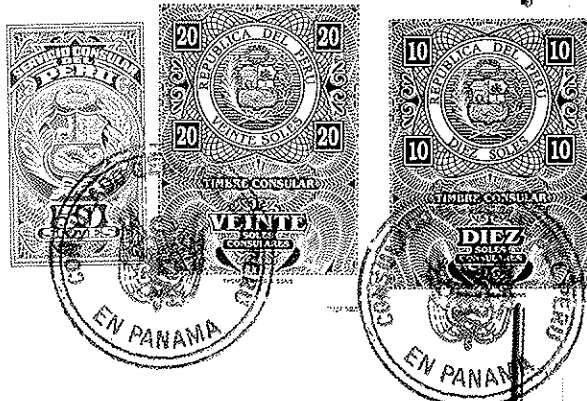
CONSULADO GENERAL DEL PERU
EN PANAMA

Legalizada la firma de Mercedes Cedeño, quien desempeña el cargo de Firma Autorizada Dpto. Autenticación y Legalización en Ministerio RREE en Panamá

No. de Orden: 2872
No. de Actuación: 699
No. de Tarifa: 27C
Derechos percibidos: 80=

(SE LEGALIZA LA FIRMA Y NO EL CONTENIDO DEL DOCUMENTO)

PANAMA, 26 SEP 2006



[Handwritten Signature]
Juan del Campo Rodríguez
Cónsul General del Perú



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Signed by **THE ASSIGNOR** in the city of Las Vegas, by **THE ASSIGNEE** in the city of Lima in two (02) identical texts in January 19th, 2006.



[Handwritten signature]
THE ASSIGNOR

THE ASSIGNEE

re. Dr. BENIGNO VERGARA CARDENAS, Notario Público Octavo del Circuito de Panamá, con Cédula N° 7-73-510

CERTIFICO:

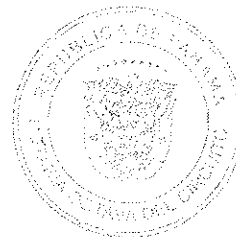
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Panamá,

05 JUL 2006

[Handwritten signature]
Dr. Benigno Vergara Cárdenas
Notario Público Octavo

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REPUBLICA de PANAMA
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P.S. 0945



El infrascrito funcionario de legalizaciones del Ministerio de Relaciones Exteriores debidamente autorizado para este acto

CERTIFICA:

Que la firma que antecede y que dice:

BENIGNO VERGARA CARDENAS

es auténtica del funcionario que el día 5
de JULIO año 2,006

ejercía el cargo de NOTARIO PUBLICO OCTAVO
DEL CIRCUITO DE PANAMA

Panamá 25 de SEPTIEMBRE año 2,006
114606/B Autenticación N° 1/MC

Firma del funcionario *Mercedes Cedeno*
MERCEDES CEDENO

FIRMA AUTORIZADA
DEPARTAMENTO DE AUTENTICACION
Y LEGALIZACION
MINISTERIO DE RELACIONES EXTERIORES

Este Ministerio no asume responsabilidad en cuanto al contenido del documento.



**CONSULADO GENERAL DEL PERU
EN PANAMA**

Legalizada la firma de Mercedes Cedeno, quien desempeña el cargo de Firma Autorizada en Dpto. Autenticación y Legalización en Ministerio Relaciones Exteriores en Panamá

No. de Orden: 2871
No. de Actuación: 698
No. de Tarifa: 221
Derechos percibidos: 802

(SE LEGALIZA LA FIRMA Y NO EL CONTENIDO DEL DOCUMENTO)

PANAMA, 26 SEP 2006



Juan del Campo Rodríguez
Cónsul General del Perú