

ARTIST APPEARANCE AGREEMENT

This **ARTIST APPEARANCE AGREEMENT** (the "Agreement") is made by and between Tony Penrow, Brand Brokers, and Money Makin' Entertainment (hereinafter referred to as "Purchasers"), Larry Davis, aka, Davis Management, (hereinafter referred to as "Manager" or "Davis Management") on behalf of Model/Talent Bria Myles (hereinafter and "Artist").

RECITALS

WHEREAS, the **DATE OF THE ENGAGEMENT** is Saturday, January 31, 2009;

WHEREAS, the **EVENT** is PRE SUPER BOWL PARTY featuring KING COVER MODEL BRIA MYLES;

WHEREAS, the **PLACE OF EVENT**: Green Iguana, 1200 N. West Shore Blvd., Tampa Bay, FL (813) 868-7600;

WHEREAS, the **HOURS OF ENGAGEMENT** are not to exceed two hours;

WHEREAS, the **ENGAGEMENT FEE** is Two Thousand Dollars (\$2,000.00) to Artist; all airfares or hotel accommodations will be provided, as well as local ground transportation as necessary to and from the airport to hotel and to the Event venue; any hotel room must include phone use, room service and basic cable television, to be paid by Purchaser.

WHEREAS, Purchaser will cause to be deposited via electronic transfer into Manager's account a sum equaling half of Artist Engagement fee, in no event less than One Thousand Dollars (\$1,000.00) by or before Monday, January 26, 2009;

WHEREAS, in the event of cancellation by the Artist at no fault of the Purchaser, Artist agrees to return to the Purchaser the deposit amount, within two business days;

WHEREAS, the remaining One Thousand Dollars (\$1,000) for Artist's compensation, shall be paid no later than Saturday, January 31, 2009. ***In no event will Artist enter venue for the performance of Engagement without One Thousand Dollars, cash in hand, paid by Purchaser, prior thereto;***

WHEREAS, Purchaser is not authorized to advertise this ENGAGEMENT until Artist has

received fifty percent of her Engagement Fee and until this contract is fully executed by all parties.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants, agreements, recitals and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

LIQUIDATED DAMAGES

In the event that the Purchaser does not make timely payments as set forth in the Agreement on or before the dates specified, or otherwise defaults in performance of its obligations under this Agreement, it is agreed that it will impractical and extremely difficult for Artist to fix the actual damages suffered. Therefore, Purchaser and Artist agree to fix the sum of the deposit (e.g., \$1,000) as the amount of liquidated damages in the event of breach by the Purchaser.

ATTORNEY'S FEES

If any party to this contract resorts to a legal action or arbitration to enforce or interpret any provision of this contract, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which that party may be entitled. This provision applies to the entire contract; and each party to this contract was represented by an attorney in the negotiation and execution of the agreement.

FORUM SELECTION PROVISION

Any legal action, court proceeding, or arbitration, to construe or enforce this contract or otherwise to resolve any dispute between the parties based on this contract, shall be commenced and maintained in an appropriate court or other forum in Los Angeles Superior

Court in California.

NON-PERFORMANCE

In event of sickness or of accident to Artist, or if a performance is prevented, rendered impossible or infeasible, by any or regulation of any public authority or bureau, act of God, civil tumult, strike, epidemic, interruption in or delay or transportation services, war conditions or emergencies, or any cause beyond the control of Artist or Purchaser, it is understood and agreed that there shall be no claim for damages by either party to this contract, and Artist's obligation as to such performance shall be deemed waived, except Artist shall be entitled to be paid pro-rata for any performance rendered prior to any such unforeseen event.

BILLING/ADVERTISING/OTHER ARTISTS:

Artist is to receive 100% star billing in all advertisements and publicity for this Event. Artist also retains the right to approve all advertising that contains your name. If there are other acts performing, Artist is entitled to know who they are. Finally, no other model is to receive billing in equal size or prominence to Artist.

NAME AND LIKENESS RIGHTS

Artist agrees that Purchaser may use Artist's name, pictures, photographs and other life-likeness in connection with the advertising and publicizing of the engagement hereunder, but such use shall not be as an endorsement of any product or service. Such rights shall extend and continue in effect only during the period beginning with the execution of this Agreement and continuing during and throughout the term of this Agreement (e.g., until the Event concludes).

INSURANCE

Purchaser shall obtain and maintain, during the term of this agreement, accident and public liability insurance holding Artist and Artist's traveling party harmless and indemnify any and all persons who may suffer personal injury or property damage during or incidental to any performance given under this Agreement.

NO ARTIST LIABILITY

Nothing herein contained shall ever be construed to constitute the parties hereto as a partnership or joint venture, or that Artist shall be liable in whole or in part, for any obligation that may be incurred by Purchaser and Purchaser while carrying out any of the provisions herein or otherwise.

ALTERATIONS:

No parties to this Agreement may not add to or alter the terms of this Agreement without the express written consent of the other parties to this Agreement. Any such attempt to alter this Agreement shall be deemed null and void unless expressly agreed by Artist in writing.

REMEDIES

In the event that Purchaser does not make the payments set forth in the Agreement on or before the dates and times specified or otherwise defaults in performing their obligations under this Agreement, Artist shall be entitled to retain said deposits as liquidated damages and will have no further obligations under this Agreement.

MISCELLANEOUS

This constitutes the sole, complete and binding Agreement between the parties hereto. This Agreement may not be changed, modified or altered except by an instrument signed by the parties. This Agreement cannot be assigned or transferred without the written consent of the Artist. Nothing in this Agreement shall require the commission of any act contrary to law, rule or regulation of any union, guild or similar body having jurisdiction over the performance hereunder; or any element thereof. If any conflict should arise in any of the provisions of this Agreement, such law, rule or regulation, shall prevail and this Agreement shall be curtailed, modified or limited only to the extent necessary to eliminate such conflict and any party executing this Agreement on Purchaser's behalf warrants his authority to do so, and such party hereby

personally assumes liability for payment of said price in full.

THE PARTIES SET FORTH BELOW, CONFIRM THAT THEY EACH HAVE READ AND APPROVED ALL OF THE PROVISIONS AS SET FORTH HEREIN:

DATED THIS ___ day of _____, 2009

BY: _____

LARRY DAVIS
DAVIS MANGEMENT
AS REPERESNTATIVE FOR ARTIST BRIA MYLES

DATED THIS ___ day of _____, 2009

BY: _____

TONY PENROW

DATED THIS ___ day of _____, 2009

BY: _____

BRIA MYLES

Draft