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DALLAS CO. TEXAS
ANGELICA HERNANDEZ

CAUSE NO. 12-06668

**EVENPRO ENTERTAINMENT
HOLDING C.V.**

Plaintiff/Garnishor,

v.

**GABE REED, SOFIA REED,
GABE REED PRODUCTIONS, LLC,
DIANA MIERNIK a/k/a
DIANA SMOLUCHOWSKAMIERNIK,
and VISUAL INSPIRATION, LLC**

Defendants/Debtors

**J.P. Morgan Chase Bank, NA
And Citibank, N.A.
Garnishees.**

IN THE DISTRICT COURT

192nd-K

JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION,
APPLICATION FOR PRE-JUDGEMENT WRIT OF ATTACHMENT AND
APPLICATION FOR PRE-JUDGMENT WRIT OF GARNISHMENT**

Plaintiff Evenpro Entertainment Holding C.V. files this Original Petition, against the above-named Defendants after Defendants promised to provide services for a concert in Venezuela for which Evenpro was the promoter. Evenpro relying on promises from the Defendants paid \$270,000, to Defendants and Defendants canceled the concert but refused to refund Evenpro's money. Therefore Evenpro seeks relief against the Defendants and states the following:

**I.
DISCOVERY CONTROL PLAN**

1. Plaintiff requests that discovery in this case be conducted pursuant to Discovery Level 2, as described in Tex. R. Civ. P. 190.3.

II. PARTIES

2. Plaintiff Evenpro Entertainment Holding, C.V. ("Plaintiff" or "Evenpro"), is a Dutch corporation with its principal place of business in Venezuela. Evenpro also operates a regional office in Miami, Florida.

3. Defendant Gabe Reed is an individual who conducts business in Dallas *1 not/atty* County, Texas. He may be served with process at The Crescent, 7th Floor, 100 Crescent Court, Dallas, Texas 75201 or 5 Glenmoor Court, Frisco, Texas 75034, or wherever he may be found.

4. Defendant Gabe Reed Productions LLC is a Domestic LLC, and can be *1 not/atty* served by serving its registered agent for service of process, Gabe Reed, The Crescent, 7th Floor, 100 Crescent Court, Dallas, Texas 75201 or 5 Glenmoor Court, Frisco, Texas 75034, or wherever the registered agent may be found.

5. Defendant Sofia Reed is an individual, who resides in Denton County, and *1 not/atty* can be served with process at The Crescent, 7th Floor, 100 Crescent Court, Dallas, Texas 75201 or 5 Glenmoor Court, Frisco, Texas 75034-6831, or wherever she may be found.

6. Defendant Diana Miernik a/k/a Diana Smoluchowskamiernik is an individual *1 not/atty* who resides in Denton County, and can be served with process at 5 Glenmoor Court, Frisco, Texas 75034 or wherever she may be found.

7. Defendant Visual Inspiration, LLC ("Visual Inspiration"), is a Domestic LLC *1 not/atty* that upon information and belief does business in Dallas County. Visual Inspiration can be served by serving its registered agent for service of process, Diana Miernik, 5 Glenmoor Court, Frisco, Texas 75034.

8. Garnishee J.P. Morgan Chase Bank, N.A. ("Chase"), is a Foreign Financial Institution with its principal place of business in New York, New York. Chase does business in Dallas County, Texas. Chase can be served by serving its registered agent for service of process, C.T. Corporation System, 350 N. St. Paul Street, Suite 2900, Dallas, Texas 75201-4234. *1 written*

9. Garnishee Citibank, N.A. ("Citibank"), is a corporation with its principal place of business in Sioux Falls, South Dakota. Citibank does business in Dallas County, Texas and can be served by serving its President, Vice President or any Officer of the Bank at 5125 Preston Road, Frisco, Texas 75034. *1 written*

III. JURISDICTION AND VENUE

10. Jurisdiction is proper because the damages that Plaintiff has and will incur are within the jurisdictional limits of this Court. This Court has personal jurisdiction over all Defendants and Garnishees as residents of the State of Texas.

11. Venue is proper under Texas Civil Practice and Remedies Code § 15.002(a)(1) because all or a substantial part of the events or omissions giving rise to the claims as to all Defendants and Garnishees occurred in Dallas County, Texas. Venue is further proper under Texas Civil Practice and Remedies Code § 15.005 because the claims by Evenpro against all Defendants and Garnishees arise out of the same transaction, occurrence, or series of transactions or occurrences. Venue is also proper in Dallas County as to Gabe Reed Productions, LLC, pursuant to Texas Civil Practices and Remedies Code § 15.002 (a)(2) because Gabe Reed Productions, LLC's principal office is in Dallas County, Texas.

IV.
FACTUAL BACKGROUND

12. Evenpro is a concert promotion company that promotes concerts in South America.

13. In or around February or March, 2012, Evenpro, Gabe Reed and Gabe Reed Productions, LLC, discussed promotion of a concert in Caracas, Venezuela.

14. Evenpro entered into a written agreement effective on or about March 7, 2012, with Gabe Reed and Gabe Reed Productions LLC (collectively “the GRP Defendants”) for the services of artists professionally known as Rock n Roll All-Stars.

15. Evenpro agreed to pay the GRP Defendants a fee of \$270,000 USD (“Guarantee”) in exchange for GRP causing the Rock n Roll All-Stars to appear at the following:

- a. One (1) 120 minute minimum performance by the Hollywood All-Stars, which is comprised of Gene Simmons, Joe Elliot, Ed Roland, Matt Sorum, Duff McKagen, Steve Stevens, Mike Inez, Gibby Clark, Sebastian Bach, Glenn Hughes and guest stars.
- b. VIP Meet and Greet party and other VIP events as agreed to by Rock n Roll All-Stars.
- c. Rock n Roll All-Stars will pose for group photos at embarkation or another mutually agreeable time.

16. The Rock n Roll All Stars concert was scheduled to occur in Venezuela on in May 2012.

17. In and around late to mid April 2012, Evenpro learned that the GRP Defendants issued press releases, sent tweets and made website postings stating that the Rock n Roll All-Stars concerts, including the Venezuela concert, had been cancelled due to the failure of the local promoters to comply with contractual obligations.

18. Evenpro immediately contacted the GRP Defendants to inquire about this information and to confirm that the Venezuelan show was indeed going forward and had not been canceled.

19. The GRP Defendants were unresponsive for over 48 hours.

20. Despite Evenpro's concern, the continuous calls from other individuals about the show being cancelled and the GRP Defendants' lack of response, Evenpro wired the final payment of the Guarantee to Visual Productions, LLC, honoring and fully performing under its Agreement with the GRP Defendants. Evenpro further confirmed payment of the Guarantee with the GRP Defendants.

21. Evenpro continued to inquire with the GRP Defendants about the Venezuelan concert and demanded that the GRP Defendants: (1) retract their statements about the Venezuelan concert; (2) remove any and all language stating that the local promoter (with respect to the Venezuelan concert) failed to comply with contractual obligations; and (3) reinstate the Venezuelan show.

22. Evenpro further demanded a full refund if the show could not be reinstated.

23. The GRP Defendants initially stated that the concert could be reinstated and was salvageable. However, they did not reinstate the concert and the show did not go forward as scheduled.

24. As a result, the GRP Defendants agreed to refund the deposit to Evenpro but have reneged on their agreement to refund Evenpro the deposit.

25. Evenpro is now in the position to have paid the Guarantee without receipt of the services agreed to by the GRP Defendants and without return of the Guarantee as promised.

V.
CONDITIONS PRECEDENT

26. Pursuant to Texas Rule of Civil Procedure 54, all conditions precedent have been performed or have occurred.

VI.
CAUSES OF ACTION

A. BREACH OF CONTRACT
(AGAINST THE GRP DEFENDANTS)

27. Evenpro incorporates by reference the foregoing paragraphs the same as if fully set forth herein.

28. Evenpro and Gabe Reed and Gabe Reed Productions, LLC (collectively “the GRP Defendants”), entered into a written agreement on or about March 7, 2012, wherein was to provide to Evenpro services as expressed in the agreement for a performance “Rock n Roll All-Stars” in exchange for the payment of \$270,000. A true and correct copy of this contract is attached hereto as Exhibit A and is incorporated by reference.

29. Upon information and belief, the GRP Defendants took express actions to represent to the public that they would take action contrary to their contractual obligations, and thus be in breach of the agreement.

30. As a result of those representations and actions, Evenpro sought confirmation from the GRP Defendants that they would perform. The GRP Defendants did not respond and indeed acted contrary to their contractual obligations by both cancelling the Rock n Roll All-Stars Venezuela concert in breach of the agreement and failing and refusing to refund the Guarantee to Evenpro.

31. Evenpro fully performed under the agreement.

32. Although Evenpro performed all obligations under the agreement and all conditions precedent had been fulfilled or excused, the GRP Defendants failed and refused to perform under the agreement.

33. Evenpro has suffered damages as a result of the GRP Defendants' breach of the agreement.

34. Evenpro is entitled to attorneys' fees pursuant to TEX. CIV. PRAC. & REM. CODE 38.001.

B. MONEY HAD AND RECEIVED
(AGAINST VISUAL INSPIRATION AND MIERNIK)

35. Evenpro incorporates by reference the foregoing paragraphs the same as if fully set forth herein.

36. Evenpro paid \$270,000, to Defendants Miernik and Visual Inspiration by wire transfer.

37. Defendants Miernik and Visual Inspiration accepted the wire transfers and Evenpro has confirmation of receipts of transmission of the wired amounts.

38. Defendants Miernik and Visual Inspiration have accepted the sum of \$270,000 delivered to them by the GRP Defendants.

39. Defendants Miernik and Visual Inspiration have full knowledge that the funds were paid to them and on their behalf by Evenpro.

40. Evenpro is entitled to \$270,000 in damages.

41. Evenpro is entitled to attorneys' fees pursuant to TEX. CIV. PRAC. & REM. CODE 38.001.

C. CONVERSION
(AGAINST VISUAL INSPIRATION AND MIERNIK)

42. Evenpro incorporates by reference the foregoing paragraphs the same as if fully set forth herein.

43. The acts set forth above constitute conversion. Evenpro transferred by wire \$270,000, to Defendants Miernik and Visual Inspiration. Neither Defendant Miernik nor Defendant Visual Inspiration had any claim to the \$270,000.

44. By taking the \$270,000, Defendants Miernik and Visual Inspiration have wrongfully and with malice exercised dominion and control over the property of Evenpro.

45. Defendant Miernik and Visual Inspiration's misappropriation of Evenpro's property, without lawful justification, amounts to conversion and civil theft, for which Evenpro has suffered actual, consequential, and special damages.

D. UNJUST ENRICHMENT
(AGAINST VISUAL INSIRATION AND MIERNIK)

46. Evenpro incorporates by reference the foregoing paragraphs the same as if fully set forth herein.

47. Defendants Miernik and Visual Inspiration have been unjustly enriched as described above.

48. Defendants Miernik and Visual Inspiration have received the benefit of \$270,000.

49. It is unjust for Defendants Miernik and Visual Inspiration to retain Evenpro's funds.

E. BUSINESS DISPARAGEMENT
(AGAINST THE GRP DEFENDANTS)

50. Evenpro incorporates by reference the foregoing paragraphs the same as if fully set forth herein.

51. Prior to the date selected for the Rock n Roll All-Stars concert, the GRP Defendants published disparaging words affecting the reputation of Evenpro on the website and through Tweets and other public means regarding the Rock n Roll All-Stars concert by stating that the local promoters had not fulfilled their obligations and were the cause of the concert being canceled.

52. Those words were false or substantially false and were made with malice and without privilege.

53. As a direct and proximate result of the GRP Defendants false statements, Evenpro has suffered damage to its business reputation.

54. Evenpro has and will in the future continue to suffer injury to its business reputation, good name and standing in the industry and will be exposed to contempt and ridicule of the public in general as well as its business associates and clients.

55. The publication by the GRP Defendants caused special damages including, without limitation, damage to Evenpro's reputation in the industry.

56. Evenpro seeks to recover special damages in an amount within the jurisdiction of this Court.

57. Evenpro also seeks exemplary damages against the GRP Defendants.

F. FRAUD
(AGAINST THE GRP DEFENDANTS)

58. Evenpro incorporates by reference the foregoing paragraphs the same as if fully set forth herein.

59. The GRP Defendants fraudulently made representations to Evenpro regarding the GRP Defendants providing service for the Rock n Roll All-Stars concert and the GRP Defendants scheduling of the concert including statements made after Evenpro inquired if the concert would be canceled based on information that had been relayed to Evenpro.

60. After the agreement between the parties had been breached by the GRP Defendants and the date for the concert had passed (thus the contract was no longer in effect), the GRP Defendants falsely represented that they would indeed return money to Evenpro and failed to do so.

61. Evenpro detrimentally relied on the fraudulent representations by the GRP Defendants that they would provide the services for the concert; therefore, at the direction of the GRP Defendants, Evenpro paid Defendants Visual Inspiration and Miernik the sum of \$270,000.

62. Evenpro further relied on the GRP Defendants' statements that they would refund Evenpro's money after the contract had been breached by the GRP Defendants.

63. The GRP Defendants made the statements regarding their services, their intent to reinstate the scheduling of the concert and their intent to refund Evenpro's money with actual awareness of their falsity.

64. Evenpro seeks actual and exemplary damages against the GRP Defendants as a result of the fraudulent representations.

G. ALTER EGO LIABILITY
(AGAINST GABE REED)

65. Evenpro incorporates by reference the foregoing paragraphs the same as if fully set forth herein.

66. Gabe Reed is jointly and severally liable for the wrongful conduct of Gabe Reed Productions, LLC, because Gabe Reed Productions, LLC, is the alter ego of Gabe Reed.

67. Gabe Reed formed Gabe Reed Productions, LLC, in 2009, and the managers are his two daughters: one who is 18 years old and the other who, upon information and belief, is a minor.

68. Upon information and belief, Gabe Reed formed Gabe Reed Productions, LLC, solely for his own personal benefit and to avoid personal liability for any obligations incurred in the course of business.

H. PIERCING THE CORPORATE VEIL
(AGAINST TO DEFENDANTS GABE REED AND SOFIA REED)

69. Evenpro incorporates by reference the foregoing paragraphs the same as if fully set forth herein.

70. Evenpro alleges that the corporate veil of Gabe Reed Productions, LLC should be pierced and that Gabe Reed and Sofia Reed should be held jointly and severally liable to Evenpro on the ground that Gabe Reed Productions, LLC, was used by each of them as a sham to perpetrate a fraud on Evenpro.

71. Specifically, Gabe Reed directed funds to entities not affiliated with Gabe Reed Productions, LLC. Gabe Reed Productions, LLC has forfeited its existence with the Texas Secretary of State.

72. Evenpro further alleges that Gabe Reed and Sofia Reed are jointly and severally liable for the wrongful conduct of Gabe Reed Productions, LLC, because Gabe Reed intended to and did use the name of Gabe Reed Productions, LLC, to perpetrate an actual fraud on Evenpro by knowingly and falsely providing information about Gabe Reed Productions, LLC's intentions regarding the Venezuelan concert, in order to induce Evenpro to pay the final deposit and to initially induce Evenpro to do business with Gabe Reed Productions, LLC, knowing that it never intended to provide services related to the Rock n Roll All-Stars concert. Upon information and belief, Sofia Reed had or should have had knowledge of the fraudulent acts and/or benefitted from the fraudulent acts of Gabe Reed.

73. The fraud on Evenpro was perpetrated primarily for the personal benefit of Gabe Reed and Sofia Reed who have retained unlawfully Evenpro's funds and refused to transfer those funds back to Evenpro.

I. ATTORNEYS' FEES
(AGAINST ALL DEFENDANTS)

74. Evenpro incorporates by reference the foregoing paragraphs the same as if fully set forth herein.

75. Due to the Defendants' actions, Evenpro retained the undersigned counsel to bring suit. Pursuant to Texas Civil Practice and Remedies Code § 38.001, Evenpro is entitled to recover an award of costs and reasonable and necessary attorneys' fees.

J. APPLICATION FOR WRIT OF ATTACHMENT
(AGAINST THE GRP DEFENDANTS)

Evenpro applies to the court for an order directing issuance of a writ of attachment, and as grounds shows:

76. Evenpro incorporates by reference the foregoing paragraphs the same as if fully set forth herein.

77. By the original petition filed contemporaneously herewith, Evenpro seeks payment of a \$270,000, monetary obligation by the GRP Defendants that is due and unsatisfied and that arises out of a written contract for services.

78. Evenpro demands the amount of \$270,000, from the GRP Defendants. The GRP Defendants are justly indebted to Evenpro for this amount for the reasons stated in this Petition.

79. Attachment is available on the following specific grounds:

- a. The GRP Defendants upon information and belief are hiding so that ordinary process of law cannot be served on either of them.
 - i. Evenpro understands that the GRP Defendants have been named to more than one other lawsuit in Dallas County, Texas, wherein the plaintiff has been unable to serve the GRP Defendants through the regular course and has had to move for substituted service.
 - ii. Evenpro further understands that although Gabe Reed Productions, LLC represents on its website and with the Secretary of State for the State of Texas that its address is the one identified in the contract between the GRP Defendants and Evenpro, Gabe Reed Productions, LLC, no longer utilizes that business address and upon information and belief left no forwarding address.
- b. The GRP Defendants have, upon information and belief, disposed of, are about to dispose of or have intent to dispose of all or part of their property having the intent to fraud creditors;
 - i. Upon information and belief, the GRP Defendants have in the past (as they did in this case) requested that individuals or entities wire

funds for the purpose of concert promotion to a third party entity and then fail to follow through with the concert while retaining and refusing to refund the funds.

- c. The GRP Defendants, upon information and belief, have converted or are about to convert all or part of their property for the purposes of placing it beyond the reach of their creditors;
 - i. Rather than having Evenpro pay the funds to the GRP Defendants, they requested that Evenpro pay funds to a third party, Visual Inspiration, LLC, a single member LLC, and an entity in which, upon information and belief, none of the GRP Defendants have any interest or control.
- d. The GRP Defendants owe Evenpro for property obtained by the GRP Defendants under false pretenses.
 - i. The GRP Defendants induced Evenpro to pay the final deposit for the concert despite Evenpro's information that the GRP Defendants had represented that the concert would be canceled. When Evenpro did pay the final deposit, the GRP Defendants failed to respond to inquiries about reviving the concert date that it had unilaterally canceled without good cause, and did not reinstate the concert date.
 - ii. Later, the GRP Defendants expressly represented to Evenpro that the GRP Defendants would "cancel the show, refund the deposit." The GRP Defendants further instructed Evenpro to contact their attorney to work out the details. Yet, the GRP Defendants have failed to refund the funds as promised.

80. Evenpro will probably lose its debt unless a writ of attachment is issued in that the GRP Defendants do not have control or possession over the funds because Evenpro was required to deposit its funds into an account belonging to Defendants Visual Inspiration, LLC and Miernik. Evenpro is unclear regarding the business relationship, if any, between the GRP Defendants, Visual Inspiration and Miernik, but is aware that Defendant Visual Inspiration is a single member LLC. Evenpro has no contractual relationship with Defendants Visual Inspiration or Miernik.

81. Evenpro is not applying for a writ of attachment for the purpose of injuring or harassing the GRP Defendants.

82. Evenpro requests the Court to grant this application, ordering the clerk of the Court to issue a writ of attachment for property of defendant with the order specifying the maximum value of property that may be attached, and fixing the amount of bond required of Evenpro and the amount of bond required of the GRP Defendants to replevy.

K. APPLICATION FOR WRIT OF GARNISHMENT
(AGAINST GARNISHEES CHASE AND CITIBANK)

Evenpro applies to the court for an order directing issuance of a writ of garnishment against each of the garnishees, Chase and Citibank, and as grounds shows:

83. Evenpro incorporates by reference the foregoing paragraphs the same as if fully set forth herein.

84. By the original petition filed contemporaneously herewith, Evenpro seeks the return of a \$270,000, which it paid to Visual Inspiration and Visual Inspiration accepted but has failed to return.

85. Upon information and belief, the debtors, Diana Miernik and Visual Inspiration do not possess property in Texas subject to execution that is sufficient to satisfy the above-described claim.

86. Evenpro demands the amount of \$270,000, from the GRP Defendants. The GRP Defendants are justly indebted to Evenpro for this amount for the reasons stated in this Petition.

87. Evenpro has reason to believe, and does believe that each of garnishees, Chase and Citibank, located in Dallas County, Texas, has in hand money belonging to

Defendants/Debtors Visual Inspiration and/or Diana Miernik. Indeed, Evenpro wired funds directly to debtors' Citibank account.

88. Evenpro is not seeking to injure or harass the garnishees or the debtors by suing out a writ of garnishment.

89. Additionally, Evenpro will show that because debtor Visual Inspiration has, upon information and belief, been the entity utilized by the GRP Defendants to receive and retain money in more than one matter such that garnishee has had to produce records and documents for other claimants, it is likely that without garnishment, Visual Inspiration will either have no funds to satisfy a judgment or will direct funds to some other source possibly the GRP Defendants or otherwise without regard for Evenpro's claim to its funds.

90. Evenpro understands that garnishee Chase has been ordered to produce documents in another matter wherein the GRP Defendants directed funds to Visual Inspiration.

91. Evenpro requests that the Court fix the amount of Evenpro's bond and debtors' Diana Miernik and Visual Inspiration's replevy bond and order the clerk to issue a writ of garnishment, all in accordance with Rule 658 of the Texas Rules of Civil Procedure.

92. This application for writ of garnishment is supported by the Verification of A. Shonn Brown, attorney for Evenpro, who has knowledge of relevant facts.

VIII. **JURY DEMAND**

L. Evenpro requests a trial by jury.

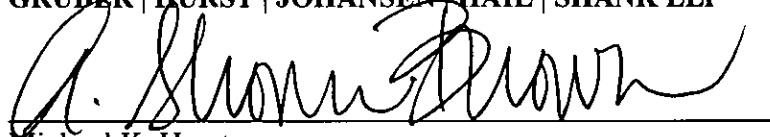
IX.
PRAYER

WHEREFORE, Plaintiff Evenpro Entertainment Holding, C.V., requests that all Defendants be cited to appear and answer, and that on final trial Evenpro have the following:

- (1) Judgment against the Defendants for actual damages in a sum within the jurisdictional limits of the Court;
- (2) Judgment for exemplary or punitive damages against the Defendants in a sum determined by the trier of fact;
- (3) Issuance of a writ of garnishment against each of the garnishees to satisfy the claim as provided by law.
- (4) Issuance of a writ of attachment against Defendants Gabe Reed, Gabe Reed Productions, LLC and Sofia Reed, to satisfy the claim as provided by law;
- (5) Fix the replevy bond regarding the writ of attachment and writ of garnishment in accordance with Rule 658 of the Texas Rules of Civil Procedure;
- (6) Prejudgment and post-judgment interest at the highest rates allowed by law;
- (7) Attorneys' fees;
- (8) Costs of suit; and
- (9) Such other and further relief, in law and in equity, to which Evenpro may be justly entitled.

Respectfully submitted,

GRUBER | HURST | JOHANSEN | HAIL | SHANK LLP

A handwritten signature in black ink, appearing to read "Michael K. Hurst", written over a horizontal line.

Michael K. Hurst

State Bar No. 10316310

mhurst@ghjhlaw.com

A. Shonn Brown

State Bar No. 24007164

sbrown@ghjhlaw.com

Fountain Place

1445 Ross Avenue, Suite 2500

Dallas, Texas 75202

214/855-6800 (main)

214/855-6808 (facsimile)

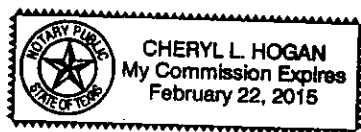
ATTORNEYS FOR PLAINTIFF

EVENPRO ENTERTAINMENT HOLDING, C.V.

VERIFICATION

BEFORE ME, the undersigned Notary Public, on this day appeared A. Shonn Brown, who being by me duly sworn on oath said that she is counsel for Plaintiff in this cause; that she has read the above Application for Writ of Attachment and Application for Writ of Garnishment, and that every statement contained in the application for writ of attachment is within her information and belief as stated and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME on this 18th day of June, 2012, to certify which witness my hand and official seal.



Cheryl L. Hogan

Notary Public in and for
The State of Texas

My commission expires:

2/22/2015

GABE REED PRODUCTIONS LLC

THE CRESCENT
7TH FLOOR
100 CRESCENT COURT
DALLAS, TEXAS 75201

OFFICE: (214) 459-8280
DIRECT LINE: (214) 208-0404
FACSIMILE: (214) 459-3101
EMAIL: GabeReed@AOL.COM
WEB: www.GabeReed.com

March 7, 2012

This is intended to act as an agreement between:

SANTIAGO OTERO
EVENPRO ENTERTAINMENT HOLDING C.V.
Urb Los Cedros, calle
Cantaura Edf. EVENPRO

("EP")

AND

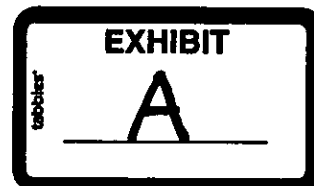
Gabe Reed
Gabe Reed Productions LLC
The Crescent -7th Floor
100 Crescent Court
Dallas, Texas 75201
Office: (214) 459-8280
Direct Line: (214) 208-0404
Facsimile: (214) 459-3101
Email: GabeReed@aol.com
Web: www.GabeReed.com
Tax ID: 27-1342221

("GRP")

for the services of the artists professionally known as: Rock n Roll All-Stars ("Artist")

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

EP and GRP desire to enter into an agreement under which EP will agree to fund and produce the following performances by the artist known as Rock N Roll All-Stars:



May 6, 2011
Caracas Venezuela
Venue: Campo de Futbol Universidad
("Performance")

1. EP will pay GRP to cause Artist to perform for a flat fee of \$270,000.00 USD ("Guarantee") free and clear of any domestic fees or taxes. GRP will be responsible for paying Artist all fees due associated with the performance. The parties agree that EP will deliver via wire GRP the following payments: \$135,000 on or before March 2012 and \$135,000 on or prior to April 15, 2012. If the above dates are not adhered to then GRP has the option to void this agreement and EP will forfeit all deposits paid. The performance shall not be confirmed until a deposit is received. *A*

2. All funds shall be delivered via wire transfer to:

Citibank, N.A
5125 Preston Road
Frisco, Texas 75034
Account Holder: Visual Inspiration LLC
SWIFT: CITIUS33
Routing Number: 113193532
Account Number: 9771542759

3. GRP will cause Artist to appear at the following:

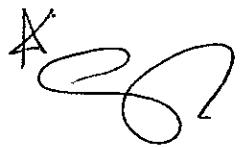
- a. One (1) 120 minute minimum performance by the Hollywood All-Stars which is comprised of Gene Simmons, Joe Elliott, Ed Roland, Matt Sorum, Duff McKagen, Steve Stevens, Mike Inez, Gilby Clark, Sebastian Bach, Glenn Hughes and guest stars.
- b. VIP Meet and Greet party and other VIP events as agreed to by Artist,
- c. Artist will pose for group photos at embarkation or another mutually agreeable time.

4. EP will provide the following:

- a. Pay all costs associated with producing the Artists' performance;
- b. Pay a proportional share of air flights and excess baggage fees if any;
- c. 35 king bed hotel rooms in a expedia rated 5 star hotel or a hotel approved in writing by GRP for duration of Arist's stay;
- d. Local transportation to be specified by Artist;
- e. All sound and equipment required by Artist's technical rider;
- f. All catering required by Artist's hospitality rider;
- g. All immigration fees and visas required to enter and exit Columbia;
- h. All that is required by Artist's rider.
- i. All production for the appearance.

A

5. Artist merchandise to be sold by Artist and revenue to be split on an 90% (Artist)/10% (EP). All money collected by EP or its agents shall be paid to GRP on the day of show.
6. EP accepts that Artist will have a tour sponsor and agrees to permit the display of sponsor's signage, marks and logos in and around its facility and on all advertisements so long as it does not conflict with a house sponsor and is within commercially acceptable standards.
7. Artist agrees to work in good faith with EP to promote the performance via their official website(s) and related websites with banner links and related splash pages, social media sites, mailing lists (up to two emails per month), interviews, press releases, live concert performances, limited use of Artist's logos and marks, etc., to the extent appropriate and possible during the event cycle. Marketing and promotional materials will be made available to GRP and Artist for their approval prior to use.
8. No announcement or advertisement shall be made by EP of Artist's performance without prior written approval by GRP.
9. "Gabe Reed Productions" will be credited on all advertisements and announcements.
10. EP will be responsible for furnishing, at its sole cost and expense all that is necessary for the proper presentation of the performances comprising the above performances, including, but not limited to visas, equipment, materials, labor, permits, stage hands, catering and the artists' local expenses.
11. The term of this Agreement shall commence immediately and shall continue in effect through 12 a.m. May 6, 2012.
12. EP will provide public and general liability insurance coverage of at least \$50,000, including, without limitation, public and general liability, automobile liability, and comprehensive coverage in to protect against any claim for personal injury or property damage otherwise brought by or on behalf of any third party, person, firm, or corporation as a result of or in connection with the Event.
13. If a concert(s) is cancelled solely as a result of the unexcused act or omission of the EP or its partners, EP will forfeit the Guarantee paid to Artist. Without limiting the generality of the foregoing, in the event the a concert(s) is prevented, rendered impossible or infeasible by any act or regulation of any public authority, civil tumult, or other force majeure event beyond Artist's control prior to Artist's departure for the country where such concert(s) was to take place, subject to Artist's (and each performer's) availability, Artist will make reasonable efforts to reschedule the performance. In the event of the occurrence of any of the foregoing events and the concert(s) cannot be rescheduled and Artist is ready, willing and able to perform the

A handwritten signature in black ink, appearing to be "A. Reed", is located in the bottom right corner of the page.

performance as originally scheduled, Promoter shall have no claim for damages, Artist's obligations as to such concert(s) shall be deemed waived and Artist shall retain all amounts theretofore paid to Artist. Notwithstanding the foregoing, in the event the performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority, civil tumult, or other force majeure event beyond Artist's control subsequent to Artist's arrival in the country and/or the concert(s) is cancelled by EP for any reason other than as aforesaid (notwithstanding Artist's arrival in country) and Artist is ready, willing and able to perform, EP shall have no claim for damages, Artist's obligations as to such concert(s) shall be deemed waived, Artist shall retain all amounts theretofore paid to Artist and EP shall pay full compensation regardless of the occurrence of any of the aforementioned events.

14. In the event EP refuses or neglects to provide any of the items required in this agreement by the date that is four (4) weeks prior to the date of the first concert, including, without limitation, documented provision for travel and accommodations per the rider, or refuses or neglects to perform any of its obligations herein and/or fails to make any of the payments within the time periods provided for herein, Artist shall have the right to refuse to perform this agreement without liability, shall retain any amounts theretofore paid to Artist by EP and EP shall remain liable to Artist for and shall pay the full compensation agreed to hereunder.
15. Provided that in the event of a cancelled event(s) solely as a result of the unexcused act or omission by Artist, Artist shall refund the Guarantee paid to Artists by EP. Provided that Artist is present in the city of an event, in the case of a cancellation due to EP's fault, then the event will be considered performed and Artist shall be paid in full and any deposits will not be refunded. This will not apply in case of a cancellation due to a natural disaster, national emergency, terrorist acts, war, riots or acts of God.
16. Provided that in the event that of a cancelled show solely as a result of the unexcused act or omission of the EP or its partners, EP will forfeit all portions of the deposit and guarantee paid to Artists.
17. Artists shall be solely responsible for all claims and liabilities, of whatever kind, arising out of its negligence or willful misconduct or that of Artists in performing at the event described above and its activities, including but not limited to, claims for personal injury and property damage arising solely as a result of Artists' negligence or willful misconduct.
18. EP agrees to defend, indemnify, and save GRP and Artists, their officers, directors, agents and employees harmless from and against any and all claims, actions, suits, judgments, cost and fees, including reasonable attorney's fees, which arise from the acts and/or omissions of IPE, its employees, agents, contractors, spectators or third parties under its control or which arise out of or are related to EP's activities and all other acts or omissions of EP or its employees and agents.

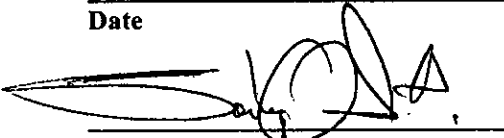
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19. GRP and Artists further agrees to defend, indemnify, and save IPE, its officers, directors, agents and employees harmless from and against any and all third party claims, actions, suits, judgments, cost and fees, including reasonable attorney's fees, which arise from the acts and/or omissions of GRP and Artists, their employees, agents, contractors, spectators or third parties under its control or which arise out of or are related to the fulfillment of GRP and Artists obligations hereunder, and that of GRP and Artists employees and agents.
20. EP shall not have the right or power to assign any of its rights or obligations under this Agreement without the prior written consent of GRP in its sole discretion.
21. The parties agree that the musicians specified by GRP as being included in the group of musicians performing at the concerts is a material aspect of this Agreement and that the unexcused failure to include any specific musician stated to be included in the group prior to the tour shall constitute a failure to perform under this Agreement. Notwithstanding the foregoing to the contrary, any musician may be substituted with the written approval of the Promoter not to be unreasonably refused, delayed or conditioned by a musician deemed by GRP to be the commercial equivalent of the musician that they are replacing.
22. This Agreement shall be governed by laws of the State of Texas.
23. This Agreement reflects the entire understanding between EP and GRP with respect to the subject matter hereof and cannot be amended, supplemented, varied or discharged except by an instrument in writing signed by the parties. Notwithstanding the foregoing, in the event that there are additional written agreements between EP and GRP with respect to the Concerts and/or Services and there is a conflict between the terms and conditions of this Agreement and the terms and conditions of any such written document, the terms and conditions of this Agreement shall govern.
24. If any provision of this Agreement shall be determined by a court to be invalid or unenforceable, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.
25. The Agreement shall be deemed to have been written jointly by the parties. Ambiguities shall not be construed against the interest of either party by reason of it having drafted all or any part of this Agreement.
26. The parties may execute this Agreement in separate counterparts, each of which shall be deemed an original instrument as against the party who has signed it. Each party's signature will signify acceptance of, and agreement to, the terms and provisions contained herein. Facsimile copies of the Agreement shall have the same force and effect as an original.

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AGREED:

Date



Evenpro Entertainment Holding

Date

Gabe Reed Productions