

# EXHIBIT C

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is dated as of August 2, 2007 (the "Closing Date") by and between Absolute Entertainment S.A., a Belize corporation ("Buyer") and Avoine - Serviço de Consultadoria e Marketing, Lda ("Seller"), a Madeira private limited liability company.

### ARTICLE I ASSETS

1.1 Assets. Seller does hereby sell, assign, transfer, convey, set over and deliver to Buyer all non-cash properties and assets (other than the Excluded Assets, as defined below) of Seller, including without limitation the items listed below (the "Assets"):

1.1.1 All computer and related hardware, firmware, cables and other tangible personal property;

1.1.2 All warranty rights to which Seller is entitled;

1.1.3 All intellectual property and intellectual property rights, including, but not limited to, patents, trademarks, copyrights, and software programs, source codes, and other computer prepared information and equipment of any kind;

1.1.4 All technical, processing, support or marketing information, including formulae, developments, inventions, know-how processes, ideas and trade secrets and documentation and claims and rights thereto;

1.1.5 All information systems, programs, manuals and documentation thereof;

1.1.6 All prepaid items and prepaid expenses;

1.1.7 All permits, licenses and government agreements, waivers and authorizations which are legally assignable;

1.1.8 All files, books and other records relating to any of the foregoing; and

1.1.9 All office supplies, packaging materials, advertising materials, and the right to use such materials.

1.2 Excluded Assets. The Assets under this Agreement do not include (i) stock or other equity interests owned by Seller in its subsidiaries or (ii) cash, bank deposits, or corporate books and records, subject to the right of Buyer to examine and make copies of such books and records at reasonable times on reasonable notice as Seller deems appropriate.

1.3 Assumed Liabilities. On the Closing Date, Buyer shall assume and agree to discharge all liabilities of Seller arising on or after the Closing Date arising from or relating to

the Assets (the "Assumed Liabilities"), including without limitation and whether paid by Seller or Buyer, and all taxes.

1.4 Retained Liabilities. Other than the Assumed Liabilities, Buyer shall not assume, and Sellers shall retain and pay or discharge when due any and all liabilities of Seller.

## ARTICLE II PRICE, PAYMENT AND SECURITY

2.1 Price. The purchase price for the Assets shall be USD \$125,000,000 (the "Price"), plus interest on the unpaid balance of the Price at the rate of twelve percent (12%) per annum. The Price shall be payable as provided in Paragraph 2.2 and shall be evidenced by a promissory note (the "Note") in a form acceptable to Seller to be delivered at Closing (as hereinafter defined).

### 2.2 Payment.

2.2.1 On or before the first day of each month, beginning with the first month commencing after the date of this Agreement and continuing until the Price and all interest thereon is paid in full, Buyer shall pay to Seller in immediately available funds the sum of \$1,793,386.86, or for the final payment such lesser amount as may be required to pay the Price and all accrued and unpaid interest in full.

2.2.2 All payments shall be applied first to accrued and unpaid interest with the balance, if any, applicable to the principal of the Price.

2.3 Security. As security for the payment of the full amount of the Price and all interest thereon when due and all other amounts owned by Buyer to Seller or obligations of any kind from Buyer to Seller, Buyer hereby grants to Seller a first priority lien, security interest and right in and to all of the Assets until the Price and all interest thereon are paid in full. In the event of a failure by Buyer to pay any amount when due under this Agreement or the Note or failure to comply with any term of this Agreement or the Note or breach of any term thereof, Seller shall be entitled on 5 days advance notice to Buyer, which all parties agree to be reasonable to take and retain or dispose of all or any part of the Assets and apply the net proceeds thereof to the Price and all interest thereon and to exercise all rights and remedies available to a lien holder or secured creditor under applicable law. Buyer shall take such action and execute, deliver and file such documents or instruments as Seller may, in its discretion, deem necessary or appropriate to perfect or confirm its lien and interest hereunder and Buyer hereby appoints Seller as Buyer's attorney in fact to execute, deliver or file any of the foregoing on Buyer's behalf and in its name.

## ARTICLE III CLOSING

3.1 Closing. The closing of the purchase and sale of the Assets under this Agreement (the "Closing") shall take place contemporaneously with the execution of this Agreement at a location mutually agreed-upon by the parties.

**3.2 Asset Purchase Deliveries.** At Closing, the following documents, instruments and other items shall be delivered in connection with the purchase of the Assets:

**3.2.1** Seller shall deliver, or cause to be delivered, the following documents, instruments and other items, all of which shall be in form and substance reasonably satisfactory to Buyer:

(1) Copies of resolutions of the Board of Directors of Seller authorizing the sale of the Assets pursuant to this Agreement and granting appropriate officers of Seller authority to proceed with and consummate the sale; and

(2) Such bills of sale and other documents and instruments as Buyer may reasonably deem necessary or appropriate to carry out the purchase of the Assets in the manner contemplated by this Agreement.

**3.2.2** Buyer shall deliver, or cause to be delivered, the following documents, instruments and other items, all of which shall be in form and substance reasonably satisfactory to Seller:

(1) Copies of resolutions of the Board of Directors of Buyer authorizing the purchase of the Assets pursuant to this Agreement and granting appropriate officers of Buyer authority to proceed with and consummate the purchase;

(2) The Note, duly executed by Buyer; and

(3) Such other documents and instruments as Seller may reasonably deem necessary or appropriate to carry out the purchase of the Assets in the manner contemplated by this Agreement.

**3.3 Further Assurances.** From time to time after the Closing, each of the parties hereto shall cooperate with the other party and execute and deliver to the other party such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party hereto as necessary to carry out, evidence and confirm the intended purposes of this Agreement.

#### ARTICLE IV REPRESENTATIONS AND WARRANTIES

**4.1 Representations by Seller.** Seller represents and warrants to Buyer as follows:

**4.1.1 Organization and Authority.** Seller is a private limited liability company duly organized, validly existing and in good standing under the laws of Madeira. Seller has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly

authorized, executed and delivered by Seller, and this Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

4.1.2 No Conflict. The execution, delivery and performance of this Agreement by Seller and the sale of the Assets do not (i) violate or conflict with the Deed of Incorporation, By-Laws, or Memorandum of Association or Articles of Association, or other organizational document as applicable, of Seller, (ii) conflict with or violate any law, rule, regulation, or order or decree, applicable to Seller or the Assets, or (iii) result in any breach or default (or event which with the giving of notice or lapse of time, or both, would become a breach or default) under, or give to others any right of termination, amendment, acceleration or cancellation of, or result in the creation of any lien on any of the Assets pursuant to any contract or other instrument relating to any of the Assets to which Seller is a party or by which Seller or any of the Assets is bound or affected.

4.1.3 Consents and Approvals. The execution and delivery of this Agreement by Seller do not, and the performance of this Agreement by Seller does not, require any consent, approval, authorization or other action by, or filing with or notification to, any governmental or regulatory authority.

4.1.4 Assets. Seller owns all of the Assets, and will contemporaneously with the execution of this Agreement transfer good title to all of the Assets to Buyer subject to the first priority lien and security interest of Seller securing Buyer's obligations under the Note.

4.1.5 Disclosure. None of the representations, warranties, or covenants made by Seller in this Agreement, or in any document or instrument delivered to Buyer in connection with this Agreement or the transactions provided for therein or contemplated thereby, is false or misleading in any material respect or omits to state a material fact required to be stated or necessary in order to make any of the statements therein in light of the circumstances under which they were made not misleading.

4.2 Representations by Buyer. Buyer represents and warrants to Seller as follows:

4.2.1 Organization and Authority. Buyer is a company duly organized, validly existing and in good standing under the laws of Belize. Buyer has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly authorized, executed and delivered by Buyer, and this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

4.2.2 No Conflict. The execution, delivery and performance of this Agreement, and the Note by Buyer, the purchase of the Assets and the granting of a lien thereon in favor of Seller do not (i) violate or conflict with the Memorandum of Association or Articles of Association of Buyer, (ii) conflict with or violate any law, rule, regulation, or order or decree, applicable to Buyer, or (iii) result in any breach or default (or event which with the giving of notice or lapse of time, or both, would become a breach or default) under, or give to others any right of termination, amendment, acceleration or cancellation of, or result in the creation of any

lien on any of the Assets pursuant to any contract or other instrument to which Buyer is a party or by which Buyer is bound or affected.

**4.2.3 Consents and Approvals.** The execution and delivery of this Agreement, and the Note by Buyer do not, and the performance of this Agreement and the Note by Buyer does not, require any consent, approval, authorization or other action by, or filing with or notification to, any governmental or regulatory authority or any other person.

**4.2.4 Disclosure.** None of the representations, warranties, or covenants made by Buyer in this Agreement, the Note or in any document or instrument delivered to Seller in connection with this Agreement or the transactions provided for therein or contemplated thereby, is false or misleading in any material respect or omits to state a material fact required to be stated or necessary in order to make any of the statements therein in light of the circumstances under which they were made not misleading.

## ARTICLE V INDEMNIFICATION

### 5.1 Indemnification.

**5.1.1 Indemnification by Seller.** Seller shall indemnify, defend and hold harmless Buyer, and each of its shareholders, members, directors, officers, agents, employees, consultants and representatives from and against all claims, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable legal fees and disbursements) arising out, relating to, connected with or with respect to any of the following:

(a) Any material misrepresentation or breach or failure of any representation, warranty, covenant, or agreement made by Seller in this Agreement or in any other agreement, document, instrument or writing delivered or to be delivered pursuant to this Agreement; and

(b) Any actions, causes of action, claims, demands, suits, settlements, judgments, damages, losses, costs and legal and other expenses incident to the foregoing (collectively, "Buyer Damages").

**5.1.2 Indemnification by Buyer.** Buyer shall indemnify, defend and hold harmless Seller, and each of its shareholders, members, directors, officers, agents, employees, consultants and representatives from and against all claims, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable legal fees and disbursements) arising out, relating to, connected with or with respect to any of the following:

(a) Any material misrepresentation or breach or failure of any representation, warranty, covenant, or agreement made by Buyer in this Agreement, the Note or in any other agreement, document, instrument or writing delivered or to be delivered pursuant to this Agreement; and

(b) Any actions, causes of action, claims, demands, suits, settlements, judgments, damages, losses, costs and legal and other expenses incident to the foregoing (collectively, "Seller Damages" and together with Buyer Damages, "Damages").

## 5.2 Indemnification Procedures and Remedy.

5.2.1 Whenever a claim shall arise which is, or which any of the parties hereto believes to be, subject to indemnification under Subparagraphs 5.1.1 or 5.1.2, the party or parties claiming indemnification (the "Indemnified Party") shall promptly notify the opposing party (the "Indemnitor") of the claim, the known facts constituting the basis for the claim, an estimate of the amount of the claim (if reasonably discernible) and the specifics of any action or proceeding brought to assert the claim.

5.2.2 Within 14 days after receipt of a notice under Subparagraph 5.2.1 of a third party claim, the Indemnitor may give the Indemnified Party written notice stating that the Indemnitor will assume the defense of the claim and any legal proceeding relating thereto, and such notice shall constitute a legally binding acknowledgement by the Indemnitor of the Indemnitor's obligation to indemnify the Indemnified Party for all elements of the claim. If the Indemnitor assumes the defense of a claim and legal proceeding, the Indemnitor shall select counsel and defend the claim or proceeding at its sole cost and expense and be responsible for and pay all amounts awarded against the Indemnified Party therein. Without the Indemnified Party's prior written consent (which shall not be unreasonably withheld), the Indemnitor shall not settle any indemnification claim or proceeding on any basis or with any terms and conditions other than the payment of money by the Indemnitor pursuant to its indemnification obligations, and the Indemnitor shall give the Indemnified Party reasonable advance notice of any such proposed settlement and reasonable evidence of the capacity of the Indemnitor to pay the amount of the settlement. The Indemnified Party shall be entitled to participate in the defense of any such claim or legal proceeding, with counsel of its own choice at its own expense. The Indemnified Party shall cooperate with the reasonable requests of the Indemnitor to permit the Indemnitor to perform its obligations hereunder; provided, however, that such cooperation shall not require the Indemnified Party to incur any expense. If the Indemnitor fails to assume the defense of the claim or proceeding as provided herein and within the time set forth in this Subparagraph, the Indemnified Party may, with counsel of its choice, defend or settle the claim in such manner as it deems appropriate, giving reasonable notice to the Indemnitor of any proposed settlement, and the Indemnitor shall be responsible for all legal fees and costs of such defense and any amount that the Indemnified Party is required to pay as a result of a verdict, judgment or other decision on, or the settlement of, the claim.

5.2.3 Within 14 days after receipt of a notice under Subparagraph 5.2.1 of a claim not involving a third party, the Indemnitor shall either cure the breach that lead to the claim, if such breach is of a nature that can be cured, or pay the amount of the indemnified claim.

5.2.4 In the event that the Indemnitor fails to perform its indemnity obligations hereunder or in the event that any of the Indemnified Parties suffer any Damages as a result of a breach of any of the representations or warranties under this Agreement or the Note or failure by a party to perform any of its obligations hereunder or under any document or instrument

executed and delivered in connection with this Agreement, then the Indemnified Party shall be entitled to exercise any and all remedies available to it at law or in equity.

## ARTICLE VI ARBITRATION

6.1 Arbitration. All disputes of any kind arising out of or relating to this Agreement or the transactions provided for herein, including disputes with respect to the terms of the Note, shall be submitted first to mandatory mediation and, if such mediation shall not resolve the dispute, to binding arbitration. Both mediation and arbitration shall be conducted under the rules of the International Chamber of Commerce, subject to such variations to which both parties may agree in advance in writing. Both mediation and arbitration meetings and proceeds shall be held in London, England, which location may be changed by agreement of the parties, with mediation conducted by a single mediator and arbitration by a panel of three arbitrators, or if both parties agree in advance in writing, by a single arbitrator. The decision of the arbitrator or arbitration panel shall be final and binding on all parties and shall not be subject to appeal.

## ARTICLE VII GENERAL TERMS

7.1 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and may be given by regular, certified or registered mail, or by any other reasonable method (including personal delivery, internationally recognized express courier or telefax) to the party to receive notice at the following addresses or at such other address as such party may, by notice, direct:

If to Buyer:	Absolute Entertainment S.A. Attn: Joe Tokwiro Norton Tewatohni'saktha Business Complex, 3 <sup>rd</sup> Floor Kahnawake Mohawk Territory, J0L 1B0759
With a copy to:	Morden C. Lazarus, B.A., B.C.L. Lazarus, Charbonneau 759 Square Victoria Suite 200 Montreal (Quebec) Canada H2Y 2J7 Telephone: 514-289-8600 Facsimile: 514-289-8609
If to Seller:	Avoine – Serviço de Consultadoria e Marketing, Lda Attn: Robert R. Janusz 2n035 Indian Knoll West Chicago, IL 60185-1779 Telephone: 630-697-6410 Facsimile: 630-579-3515



With a copy to:

The Stein Law Group  
Attn: Henry A. Stein, Esq.  
1607 Dr. M.L. King, Jr. Street (9<sup>th</sup>) North, Suite A  
St. Petersburg, Florida 33704  
Telephone: 727-894-4333  
Facsimile: 727-894-0175

All notices given by registered or certified mail shall be deemed as given on the delivery date shown on the return mail receipt. All notices given in any other manner shall be deemed as given when received.

7.2 Applicable Law. The law of England shall govern the validity, construction, interpretation and effect of this Agreement without regard to principles or rules of choice of law or conflicts of law.

7.3 Headings. The paragraph headings of this Agreement are for convenience of reference only and do not form a part of the terms and conditions of this Agreement or give full notice thereof.

7.4 Gender. All personal pronouns used in this Agreement shall include the other genders whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

7.5 Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and there are no other agreements, understandings, restrictions, warranties or representations between the parties other than those set forth or provided for herein.

7.6 Modification. No provision of this Agreement may be amended, changed or modified in any manner, orally or otherwise, except by an instrument in writing signed by all parties affected by such provision.

7.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No party shall in any manner assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

7.8 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

7.9 Survival of Representations and Warranties. All agreements representations and warranties contained in and made pursuant to this Agreement shall survive the execution and

delivery of this Agreement and all inspections, examinations and audits made at any time by or on behalf of any of the parties.

7.10 No Waiver. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature.

7.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement, it shall be necessary to produce all such counterparts. Signature by facsimile or other electronic method shall bind the party thereto.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the day and year first above written.

**BUYER:**

Absolute Entertainment S.A.

By:   
Joseph Tokwiro Norton

**SELLER:**

Avoins - Serviço de Consultadoria e Marketing, Lda

By:   
Robert R. Janusz

\$125,000,000

August 2, 2007

## NOTE

FOR VALUE RECEIVED, the undersigned, ABSOLUTE ENTERTAINMENT S.A., a Belize corporation ("Maker"), hereby promises to pay to the order of Avoine – Serviço de Consultadoria e Marketing, Lda, a Madeira private limited liability company ("Payee"), the principal sum of One Hundred Twenty-Five Million Dollars (\$125,000,000) (the "Principal Amount"), lawful money of the United States of America, together with accrued and unpaid interest thereon as provided herein.

This Note has been issued pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement dated as of August 2, 2007, by and between Maker and Payee (the "Purchase Agreement") and is subject to and governed by the terms and conditions of the Purchase Agreement. All capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

Interest on the unpaid Principal Amount shall accrue at the rate of twelve percent (12%) per annum ("Interest"). The annual Interest shall be calculated on the basis of a 365 day year for the actual number of days elapsed.

The Principal Amount and Interest hereunder shall be payable in consecutive monthly installments of principal and Interest in the amount of One Million Seven Hundred Ninety-Three Thousand Three Hundred Eighty-Six and 86/100 Dollars (\$1,793,386.86) (each an "Installment" and collectively, the "Installments"), with each Installment to be paid on the first day of each month commencing on September 1, 2007 and continuing until the Principal Amount and all accrued and unpaid Interest has been paid in full. All payments shall be applied first to accrued and unpaid Interest, with the balance, if any, applied to the Principal Amount.

All payments of the Principal Amount, Interest and all other amounts owing hereunder shall be made in immediately available funds (or by check) and shall be payable to Payee at the address provided for notice herein, or such other place or places as Payee notifies Maker in writing from time to time.

Maker shall have the privilege, without premium or penalty, at any time or from time to time, of prepaying this Note in whole or in part, provided that each prepayment shall be accompanied by accrued and unpaid Interest on the amount prepaid. Prepayments shall be applied first to accrued and unpaid Interest and next to the Installments in the inverse order of their maturity.

The occurrence of any of the following events or conditions shall, without notice or demand, constitute an event of default hereunder (an "Event of Default"):

(a) If Maker shall fail to make any payment due to Payee after the same shall become due and payable in accordance with the terms of this Note;

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(b) If Maker shall fail to make any payment due to Payee after the same shall become due and payable in accordance with the terms of any other note or obligation payable to Payee or any of Payee's affiliates;

(c) If Maker becomes insolvent, bankrupt or generally fails to pay its debts as such debts become due; is adjudicated insolvent or bankrupt; admits in writing its inability to pay its debts; or shall suffer a custodian, receiver or trustee for it or substantially all of its property to be appointed, and if appointed without consent, not be discharged within thirty (30) days; makes an assignment for the benefit of creditors; or suffers proceedings under any law related to bankruptcy, insolvency, liquidation or the reorganization, readjustment or the release of debtors to be instituted against it and if contested by it not dismissed or stayed within thirty (30) days; if proceedings under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors are instituted or commenced by Maker;

(d) The taking of any action by Maker in contemplation or furtherance of the dissolution, liquidation, or termination of existence of Maker without Payee's prior written consent, which consent may be withheld by Payee for any or no reason;

(e) A sale of all or substantially all of the assets of the business of Maker;

(f) A sale or other transfer of a controlling interest in Maker; or

(g) A breach by Maker of any term or condition of the Purchase Agreement.

Upon the occurrence and during the continuation of any Event of Default hereunder, in addition to all other rights, remedies and powers of Payee under this Note or otherwise available at law or in equity, (i) this Note shall bear interest at a rate of eighteen percent (18%) per annum (the "Default Rate"); (ii) a late charge equal to five percent (5%) of such late payment shall, at the option of Payee, be assessed against Maker; and (iii) the entire unpaid Principal Amount hereunder plus any accrued and unpaid Interest thereon plus all other sums due and payable to Payee hereunder shall, at the option of Payee (and automatically with respect to an Event of Default under Section (e), above), become due and payable immediately, without further notice to or demand on Maker of any kind, including without limitation, presentment, demand or notice of demand, protest or notice of protest, notice of nonpayment or dishonor and all other notices or communications in connection with the delivery, acceptance, performance, default or enforcement of payment of the Note, all of which are hereby expressly waived by Maker.

Following the occurrence of any Event of Default hereunder, Maker shall pay upon demand all costs and expenses (including reasonable attorneys' fees and expenses) incurred by Payee in the exercise of its rights, remedies or powers under this Note and any amount thereof not paid promptly following demand therefor shall be added to the Principal Amount, and shall accrue interest at the Default Rate from the date of such demand until paid in full.

No right or remedy conferred upon or reserved to Payee hereunder or now or hereafter existing at law or in equity is intended to be exclusive of any other right or remedy, and each and

every such right or remedy shall be cumulative and concurrent, and in addition to every other such right or remedy, and may be pursued singly, concurrently, successively or otherwise, at the sole discretion of Payee, and shall not be exhausted by any one exercise thereof but may be exercised as often as occasion therefor shall occur.

Payee shall have the right, within its sole and absolute discretion, to assign the rights and benefits that inure to it under this Note to any person or entity at any time. In the event of an assignment, Payee shall give Maker written notice of the assignment, including the name and address of the assignee thereof.

In the event any interest paid on this Note is deemed to be in excess of the then legal maximum rate, then that portion of the interest payment representing an amount in excess of the then legal maximum rate shall be deemed a payment of principal and applied against the Principal Amount of this Note.

All notices and other communications hereunder shall be in writing and shall be deemed effective upon actual receipt or, if earlier, (i) the date of delivery, if hand-delivered, and (ii) one (1) business day after the business day of deposit with Federal Express or similar internationally recognized courier for overnight delivery, freight prepaid, in each case to the party at the address listed for such party in the notices section of the Purchase Agreement.

This Note shall be binding upon Maker and its successors and shall inure to the benefit of Payee, its successors and assigns.

The law of England shall govern the validity, construction, interpretation and effect of this Note, without regard to principles or rules of choice of law or conflicts of law.

[Signature Follows on Next Page]

IN WITNESS WHEREOF, Maker, intending to be legally bound, has caused its duly authorized representative to execute and deliver this Note on the day and year first above written.

**ABSOLUTE ENTERTAINMENT S.A.**

By:   
Joseph Tokwiro Norton