

EXHIBIT E

AGREEMENT

THIS AGREEMENT is entered into on December 12, 2007, by and between MAJINE & PHELPS (the "CONSULTANT") and MARGRETTA, LLC (Avonlea, LA) (the "Seller"), a limited liability company, and 3 ROCKS, LLC ENTERTAINMENT SALES (the "Buyer"), a private corporation.

BACKGROUND

By an Asset Purchase Agreement, dated as of August 2, 2007, (the "Purchase Agreement"), the Seller, a limited liability company, sold to the Buyer, a private corporation, all of its assets, including all personal property, real property, intangible assets, know-how and systems, and all rights and interests therein. The Purchase Agreement provided for a purchase price of \$125 million, payable in installments with interest at the rate of 12% per annum, to be set forth in a promissory note, dated August 2, 2007, from the Buyer to the Seller (the "Notes"). The Purchase Agreement also provided that the Buyer shall be the owner of the Notes and shall be responsible for a purchase price of \$1.5 million, payable in installments with interest at 12% per annum, to be set forth in a promissory note, dated August 11, 2007, from the Buyer to the Seller (the "Buyer's Notes"). The Purchase Agreement and the Buyer's Agreement are collectively referred to herein as the "Purchase Agreements," and the other provisions of the Purchase Agreement for the Buyer's Notes are collectively referred to as the "Notes."

From the date of the execution and delivery of the Purchase Agreements and the Notes, all payments of the amounts required under the Buyer's Notes have been duly made and payments of the amounts due under the Buyer's Notes have not been made. The Seller and the Buyer have agreed to amend the Purchase Agreement and the Notes to reflect the Buyer's obligation to make payments of the amounts required under the Buyer's Notes and the Seller's obligation to make payments of the amounts required under the Seller's Notes, and the Seller and the Buyer have agreed to execute and deliver to the Buyer a new promissory note for the Buyer's Notes and a new promissory note for the Seller's Notes.

The Seller acknowledges and agrees that the execution of the Purchase Agreement and the Seller's obligation to make payments of the amounts required under the Buyer's Notes are subject to the conditions set forth in the Purchase Agreement and the Seller's obligation to make payments of the amounts required under the Buyer's Notes. The Seller acknowledges and agrees that the execution of the Purchase Agreement and the Seller's obligation to make payments of the amounts required under the Buyer's Notes are subject to the conditions set forth in the Purchase Agreement and the Seller's obligation to make payments of the amounts required under the Buyer's Notes.

All of the Seller's obligations under the Purchase Agreement and the Seller's obligation to make payments of the amounts required under the Buyer's Notes are subject to the conditions set forth in the Purchase Agreement and the Seller's obligation to make payments of the amounts required under the Buyer's Notes.

Now, THEREFORE, in witness whereof, the Seller, on the day first above written, has caused this Agreement and the Seller's obligation to make payments of the amounts required under the Buyer's Notes to be signed and sealed by its duly authorized officers and its corporate seal, and the Buyer, on the day first above written, has caused this Agreement and the Buyer's obligation to make payments of the amounts required under the Seller's Notes to be signed and sealed by its duly authorized officers and its corporate seal.

1. Transfer of Assets. Subject to the terms of this Agreement, the Purchase Agreement and the Seller's obligation to make payments of the amounts required under the Buyer's Notes, the Seller shall transfer to the Buyer all of the Seller's assets and all of the Seller's obligations under the Purchase Agreement and the Seller's obligation to make payments of the amounts required under the Buyer's Notes.

2. Retention of Property. Subject to the terms of this Agreement, the Seller shall retain all of the Seller's property, including all of the Seller's real property, personal property, intangible assets, know-how and systems, and all rights and interests therein, which are not being sold or otherwise transferred to the Buyer under the Purchase Agreement and the Seller's obligation to make payments of the amounts required under the Buyer's Notes.

agreements effected as of the date of the Agreement and all tangible personal property of such rights and interests shall be returned to the company or its tangible property. All systems and revenues shall be returned in the same manner as the parties deem reasonable appropriate to effect the purpose of this Agreement of restoring the company to the status under the Purchase Agreement and its terms, provided that the returns and reversions shall be done in a manner calculated to avoid unnecessary disruption of the business and affairs of either party.

4. Payments Made. All amounts paid by AF to Assn under the Notes or amount of the purchase price for the Assets or the Parent Stock shall be retained by Assn as damages to Assn arising from the material breach of information given to AF in the Agreement and from the failure of the transactions under the Purchase Agreement and the resolution of the Agreement as well. The parties acknowledge that they anticipate some losses will be based on payments made and in proceeds before the Agreement is terminated and payments are included in the proceeds retained by Assn as damages. Assn's retention of such payments is solely for damages and not to be treated as payment under the Purchase Agreement or the Notes for AF's payment. The parties agree that the proceeds retained by Assn as damages and as such are a portion of the damage suffered.

4. Operation

A. From the date of the transfer of the Assets of the Assn to AF or any other party, the Assn shall continue to operate and to assume the day-to-day Assn's business operations on a year after the date hereof until the date of the termination of the Assn and until the Assn is sold or otherwise disposed of. The Assn shall be responsible for all liabilities and obligations of the Assn and shall not be entitled to any proceeds of the Assn or compensation therefor. The parties shall proceed to transfer all management and operations of the Assn to AF and AF shall make all necessary and appropriate and shall make such reasonable arrangements as may be necessary to effect the full and distribution of the proceeds of the management and operation of the Assn and the business. Assn shall not be concerned with or interfere with the management and operation of the Assn and the business. Assn shall not be liable for any loss or damage or termination to AF.

B. The Assn shall continue to operate and to assume the day-to-day Assn's business operations on a year after the date hereof until the Assn is sold or otherwise disposed of. The Assn shall be responsible for all liabilities and obligations of the Assn and shall not be entitled to any proceeds of the Assn or compensation therefor. The parties shall proceed to transfer all management and operations of the Assn and the business. Assn shall not be liable for any loss or damage or termination to AF.

4. Responsibility

A. All the Assn's liability and obligations shall be assumed by AF and its directors, officers, employees and contractors and agents and they respectively shall not be liable for any loss or damage or termination to AF. The Assn shall be responsible for all liabilities and obligations of the Assn and shall not be entitled to any proceeds of the Assn or compensation therefor. The parties shall proceed to transfer all management and operations of the Assn and the business. Assn shall not be liable for any loss or damage or termination to AF.

B. Assn shall indemnify, defend and hold harmless AF, its directors, officers, employees and contractors and agents and they respectively shall not be liable for any loss or damage or termination to AF. The Assn shall be responsible for all liabilities and obligations of the Assn and shall not be entitled to any proceeds of the Assn or compensation therefor. The parties shall proceed to transfer all management and operations of the Assn and the business. Assn shall not be liable for any loss or damage or termination to AF.

4. Release

A. Assn hereby releases, AF and its directors, officers, employees, contractors and agents and they respectively shall not be liable for any loss or damage or termination to AF. The Assn shall be responsible for all liabilities and obligations of the Assn and shall not be entitled to any proceeds of the Assn or compensation therefor. The parties shall proceed to transfer all management and operations of the Assn and the business. Assn shall not be liable for any loss or damage or termination to AF.

B. All hereby releases, Assing and its directors, officers, employees and contractors, all agents and their respective successors and assigns of and from all obligations or liabilities of any kind arising under the Purchase Agreements, the Notes or the transactions provided for or contemplated thereunder or matters relating thereto, subject to and not including any obligations arising under this Agreement.

C. The releases set forth in Subparagraphs A and B of this Paragraph B apply only to the obligations and liabilities referred to herein, and they are not intended to shift, remove or eliminate or guarantee liability to, with, or in reliance on any other party or parties.

7. Cooperation. The parties shall cooperate, as each may be required, to effect the consummation of this Agreement to complete the Purchase Agreements, the Notes, and the transactions contemplated thereunder, and each party shall take such action and execute and deliver such documents and instruments as the other party reasonably requests to effect such purpose.

8. Governing Law. Except as shall govern the various provisions, interpretation and administration of this Agreement shall be governed by the laws of the State of New York.

9. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and shall be a sole and entire agreement, and no other agreement, oral or written, shall be enforceable.

10. Headings. The headings and captions of this Agreement do not constitute a substantive part of the Agreement and shall not be construed to affect the meaning or interpretation of any provision of this Agreement.

11. Signatures. All signatures required hereunder shall be in accordance with the requirements set forth in the Asset Purchase Agreement.

WITNESS WHEREOF, Assing and AVE have executed this Agreement on the day and date first hereunto set forth.

ASSING AND ASSING HOLDINGS (TAXPAYER)
MARKET FINANCE

ABSOLUTE ENTERTAINMENT S.A.

AGREEMENT

THIS AGREEMENT is entered into on December 12, 2008, by and between AVOINE SERVIÇO DE CONSULTADORIA E MARKETING, LDA ("Avoine"), a Madeira private limited liability company, and ABSOLUTE ENTERTAINMENT S.A. ("AE"), a Belize corporation.

BACKGROUND

By an Asset Purchase Agreement dated as of August 2, 2007, Avoine sold to AE certain assets ("the Assets"), consisting of personal property, intellectual property and rights, know how and systems and other rights and assets more fully described in the Asset Purchase Agreement for a purchase price of \$125 million, payable in installments with interest at the rate of 12% per annum, as set forth in and evidenced by a promissory note, dated August 2, 2007, from AE to the order of Avoine. By a Stock Purchase Agreement, dated August 13, 2007, Avoine sold to AE all of the issued and outstanding capital stock ("the Panora Stock") of Panora Tech Belize, Inc., a Belize corporation, for a purchase price of \$125 million, payable in installments with interest at 12% per annum, as set forth in and evidenced by a Promissory Note, dated August 13, 2007, from AE to the order of Avoine. The Asset Purchase Agreement and Stock Purchase Agreement are collectively referred to herein as the "Purchase Agreements," and the notes given for the purchase price under the Purchase Agreements are collectively referred to as "the Notes."

From the date of the execution and delivery of the Purchase Agreements and the Notes, AE has never made any of the payments in the amounts required under either Note, has made only several small payments for amounts far below the amounts due, has made no payments of any kind for nearly six months and has continually requested forbearance undertakings and agreements from Avoine to prevent action for payment under the Notes. AE has no current prospects for additional payments at or close to the amounts due under the Notes, and AE cannot now, and expects that it will not be able to in the future, make the payments required under the Notes.

AE acknowledges that, at the time of the execution of the Purchase Agreement and the execution and delivery of the Notes, it had no reasonable prospects for making the payments required under the Notes and could not, and did not reasonably expect that it would be able to, make the payments required by the Purchase Agreements and the Notes at or close to the amounts due. AE acknowledges that the purchase of the Assets and the Panora Stock, the execution of the Purchase Agreements and the execution and delivery of the Notes were the result of mistakes, and that the purchases would not have been made and the Purchase Agreements and Notes would not have been executed and delivered if all the facts and circumstances known to AE had been known to all parties.

AE and Avoine recognize and agree that the Purchase Agreements were entered into, the purchases made and the Notes executed and delivered by mistake and were induced by inaccurate material information and should be treated as being void ab initio, as if they had never

occurred, and the parties desire to enter into this Agreement to revoke the purchase transaction, Purchase Agreements and Notes and render them void ab initio.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Avoine and AE agree as follows:

1. Transactions Void. Subject to the terms of this Agreement, the Purchase Agreements and the purchase of the Assets and of the Panora Stock thereunder, the Notes and all transactions and rights and obligations under the Purchase Agreements and the Notes are hereby rendered void ab initio and shall be treated for all purposes as if they had never occurred or existed.

2. Return and Revocation. Subject to the provisions of Paragraph 4 concerning continuing operations, all tangible property delivered pursuant to the Purchase Agreements shall be returned to the fullest extent reasonably practicable as promptly as reasonably practicable. All rights and intangible property transferred under the Purchase Agreements shall be deemed to have been returned and reverted back to the seller under the Purchase Agreements effective as of the date of this Agreement, and all tangible manifestations of such rights and intangible property shall be returned in the same manner as tangible property. All returns and reversions shall be accomplished in such manner as the parties deem reasonably appropriate to effect the purpose of this Agreement of rendering the transactions under the Purchase Agreements void ab initio; provided that the returns and reversions shall be done in a manner calculated to avoid unnecessary disruption of the business and affairs of either party.

3. Payments Made. All amounts paid by AE to Avoine under the Notes on account of the purchase price for the Assets or the Panora Stock shall be retained by Avoine as damages to Avoine arising from the mistakes and lack of information giving rise to this Agreement and from the failure of the transactions under the Purchase Agreement and the rendering of the Agreements as void. The parties confirm that Avoine's retention of such payments is solely for damages and shall not be considered as payment under the Purchase Agreements or the Notes for any purpose. The parties agree that the amount retained by Avoine is fair and reasonable compensation for the damage incurred.

4. Operations.

A. Until the earlier of the transfer by Avoine of the Assets to a third party, the determination by Avoine itself to assume the use of the Assets for business operations or one year after the date hereof, AE shall continue to manage the Assets and operate the business to which the Assets apply as the licensee of Avoine for the use of the Assets solely for such purposes. The agreements and undertakings of Avoine under this Agreement shall constitute full consideration for AE's management under this Paragraph 4A, and AE shall not be entitled to any other payment or compensation therefor. The parties shall proceed with respect to management and operations under this Paragraph in such manner as they may agree and deem appropriate and shall make such reasonable arrangements as they may from time to time agree for the use and

distribution of the proceeds of the management and operation of the Assets and business. Avoine may at any time, with or without cause, terminate AE's right and obligation to manage the Assets and operate the business by giving notice of termination to AE.

B. The return of tangible assets and reversion of rights and intangible assets under Paragraph 2 shall be implemented in a manner that permits AE to manage the Assets and operate the businesses to which the Assets apply under Subparagraph A without unnecessary or unreasonable disruption, and no Assets shall be returned or rights deemed reverted if such return or reversion would materially adversely affect management and operation by AE as provided in Subparagraph A.

5. Indemnification.

A. AE shall indemnify, defend and hold harmless Avoine, its directors, officers, employees and contractors and agents and their respective successors and assigns from and against any and all claims arising from any matter relating to the Assets, the Panora Stock or the use of the Assets or management or operation of any business for which the Assets have been or will be used at any time from the date of the Purchase Agreements and continuing through the period during which AE is responsible for the use, management and operation of the Assets and business under Paragraph 4 of this Agreement.

B. Avoine shall indemnify, defend and hold harmless AE, its directors, officers, employees and contractors and agents and their respective successors and assigns from and against all claims or demands arising from the use, management or operation of the Assets or any business in which the Assets are used at any time after the termination of AE's right and obligation to use, manage and operate the Assets and business under Paragraph 4 of this Agreement.

6. Releases.

A. Avoine hereby releases AE and its directors, officers, employees, contractors and agents and their respective successors and assigns of and from all obligations or liabilities of any kind for payment of the purchase price under the Purchase Agreements or the Notes, whether for principal or interest or otherwise, subject to and not including any obligations arising under this Agreement.

B. AE hereby releases Avoine and its directors, officers, employees and contractors and agents and their respective successors and assigns of and from all obligations or liabilities of any kind arising under the Purchase Agreements, the Notes or the transactions provided for or contemplated thereunder or matters relating thereto, subject to and not including any obligations arising under this Agreement.

C. The releases set forth in Subparagraphs A and B of this Paragraph 6 apply only to the obligations and liabilities referred to therein, and they are not intended and shall not be construed as general releases or to apply to or release any other liability or obligation.

7. Cooperation. The parties shall cooperate in such manner as may be necessary to effect the intention of this Agreement to render the Purchase Agreements, the Notes and the transactions thereunder void ab initio, and each party shall take such action and execute and deliver such documents or instruments as the other party may reasonably request to effect such purposes.

8. Applicable Law. English law shall govern the validity, construction, interpretation and effect of this Agreement without regard to principles or rules of law or conflicts of law.

9. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and may not amended or modified, except by a written agreement duly executed by the party to be charged.

10. 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.

11. Notices. All notices required or permitted under this Agreement shall be given in the manner provided in the Asset Purchase Agreement.

IN WITNESS WHEREOF, Avoine and AE have executed this Agreement as of the day and year first above written.

AVOINE - SERVIÇO DE CONSULTORIA E
MARKETING, LDA

By: _____

ABSOLUTE ENTERTAINMENT S.A.

By: _____