

## PERSONAL MANAGEMENT AGREEMENT

This Agreement dated May 8, 2016, confirms and constitutes the exclusive personal management agreement ("Agreement") between Ay! Music LLC f/s/o Benito [REDACTED] ("Artist") and [REDACTED] ("Manager"), [REDACTED] at 665 Allerton Ave., [REDACTED] New York, 10467-0975, and Porfirio Pina Entertainment, Inc. ("PPE") f/s/o Porfirio Pina, located at 3832 29th Street, Suite 14, Long Island City, NY 11101. YYM and PPE shall collectively be referred to as "Manager."

In consideration for Manager rendering personal management services to Artist and in consideration for the mutual promises and covenants set forth herein, and for good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge it is hereby agreed:

1. Scope/Term: Artist engages Manager to represent Artist as Artist's exclusive personal manager in any and all activities and endeavors in the entertainment and media industries including, but not limited to, counseling, advising and guiding Artist's career and use of Artist's name and likeness as a public personality, recording artist, live public performer, actor, model, writer, composer, creator or publisher of any musical compositions, author or other creative material. Any third-party/s consider by Artist or Manager to represent Artist in connection with personal management services shall be subject to Artist and Manager's prior approval, reduced to an instrument in writing signed by Artist and Manager. The term ("Term") of this Agreement shall be for a period of Five (5) years from the date of this Agreement.

2. Commission: (A) YYM shall be entitled to receive Twenty percent (20%) of any and all gross income and other considerations ("Gross Income") earned, received by or credited to Artist during the initial three (3) years of the Term and Ten percent (10%) during the remaining two (2) years of the Term ("YYM Commission"), except for merchandising which YYM's Commission during the initial three (3) years of the Term shall be Fifteen percent (15%) of any and all Gross Income (as set forth herein) in connection with said merchandising, and PPE shall be entitled to receive Ten percent (10%) of any and all Gross Income earned, received by or credited to Artist during the Term ("PPE Commission"), during the Term, in connection with engagements, contracts, and agreements entered into by Artist during the Term, including but not limited to, advances, fees, salaries, monies, bonuses, proceeds, earnings, shares of stock, stock options and/or any other monetary consideration of compensation, in connection with Artist's activities in the entertainment and media industries pursuant to any agreement and/or other arrangement (and any modifications, additions, options, extensions, renewals, substitutions or resumptions thereof or options therein) negotiated or entered into (i) during the Term of this Agreement (irrespective of when any services were or are to be rendered); and/or (ii) with respect to any agreement and/or other arrangement Artist may enter into with any person(s) and/or entities that either YYM and/or PPE approached, entered into discussions with or otherwise negotiated with on Artist's behalf, prior to the Term of this Agreement, and/or within six (6) months of the expiration or earlier termination of this Agreement (irrespective of when any services were or are to be rendered), whether such Gross Income is received by Artist prior, during or after the Term; (B) Artist's income from engagements, contracts, and agreements entered into by Artist shall be paid directly to, and collected by, Manager. Manager and/or Artist shall notify and direct any and all third parties or other entities to pay said income directly to YYM or PPE, in connection with their respective percentage Gross Income. Notwithstanding the foregoing, any monies collected by Manager on behalf of Artist shall be delivered to Artist within thirty (30) days of collection, less Manager's commissions, which may be withheld from any monies collected by Manager on behalf of Artist.

3. Ownership: (A) For good and valuable consideration, the receipt and sufficiency of which Artist hereby acknowledges, Artist understands and agrees that any and all master recordings ("Pre-April 1, 2016 Masters") and publisher share of compositions ("Pre-April 1, 2016 Compositions (Publisher Share)") created by YYM and/or Artist before April 1, 2016 (collectively "Pre-April 1, 2016 Masters & Compositions (Publisher Share)") in connection with Artist's services, and any music videos created by YYM and/or Artist before April 1, 2016 ("Pre-April 1, 2016 Videos") in connection with Artist's services, shall be co-owned by YYM and Artist, and YYM and Artist shall be deemed the co-authors and/or exclusive co-owners throughout the universe of any and all rights in and to the Pre-April 1, 2016 Masters & Compositions (Publisher Share) and Pre-April 1, 2016 Videos for the purposes of U.S. Copyright Law and international equivalent throughout all territories of the world, in perpetuity. Subject to the mutual approval (in each instance) of YYM and Artist, YYM and/or Artist shall have the exclusive right to distribute, sell, license, assign or otherwise exploit the Pre-April 1, 2016 Masters & Compositions (Publisher Share) and Pre-April 1, 2016 Videos in all configurations in any and all media throughout the universe, in perpetuity, as YYM and/or Artist may determine, including but not limited to, the right to promote said Pre-April

JE B.G. P.P.