



IRREVOCABLE STANDBY LETTER OF CREDIT NO. S202695
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BENEFICIARY:

INDIE FILM EXCHANGE HOLDINGS, INC.
2300 PITKIN AVENUE, SUITE 2
BROOKLYN, NY 11207
ATTN: FRANKLIN CLOVER,
FURQAAN CLOVER

APPLICANT:

NVZ CO., LLC
2000 TOWN CENTER, SUITE 1500
SOUTHFIELD, MI 48075

LETTER OF CREDIT NO: S202695
ISSUE DATE: JUNE 04, 2009
EXPIRATION DATE: DECEMBER 03, 2010
EXPIRATION PLACE: AT OUR COUNTERS

AMOUNT: 1,500,000.00 USD ONE MILLION FIVE HUNDRED THOUSAND 00/100
U.S. DOLLARS

DEAR BENEFICIARY:

PLEASE TAKE NOTICE, WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. S202695 IN YOUR FAVOR FOR THE ACCOUNT OF NVZ CO., LLC FOR A SUM NOT TO EXCEED A TOTAL OF ONE MILLION FIVE HUNDRED THOUSAND 00/100 U.S. DOLLARS (\$ 1,500,000.00) AVAILABLE BY YOUR DRAFT AT SIGHT AT OUR COUNTERS AT 201 SOUTH MAIN ST., SUITE 200, SALT LAKE CITY, UTAH 84111, AND ACCOMPANIED BY THE FOLLOWING:

1. BENEFICIARY'S SIGNED AND DATED AFFIDAVIT CERTIFYING: "(A) THE AMOUNT OF OUR DRAFT DRAWN UNDER MERRILL LYNCH BANK USA LETTER OF CREDIT NO. S202695 REPRESENTS THE AMOUNT OF [INSERT AMOUNT OF DRAW IN USD] USD COMMITMENT NOT RECEIVED BY THE SPECIAL PURPOSE ENTITY SET UP ACCORDING TO THE CONTRACT BETWEEN INDIE FILM EXCHANGE, INC. AND ON THE WALL FILMS, LLC, (B) THE TWO YEAR RECOUPMENT PERIOD THAT BEGAN TO RUN AFTER THE FILM WAS COMPLETED HAS EXPIRED, (C) NOT MORE THAN 90 DAYS HAVE ELAPSED SINCE THE EXPIRATION OF THE RECOUPMENT PERIOD, AND (D) THAT DEMAND FOR PAYMENT HAS BEEN MADE UPON NVZ CO., LLC WITHOUT PAYMENT BEING MADE."

AND

2. BENEFICIARY'S SIGNED AND DATED AFFIDAVIT, ACCOMPANIED BY A COPY OF A RETURN RECEIPT FROM RESTRICTED REGISTERED U.S. MAIL



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DELIVERY PURPORTEDLY SIGNED BY BRUCE H. SEYBURN, RESIDENT AGENT FOR NVZ CO., LLC, ACKNOWLEDGING RECEIPT, AND CERTIFYING: "WE, BENEFICIARY, HAVE MADE DEMAND UPON NVZ CO., LLC AND AT LEAST 10 DAYS HAVE ELAPSED WITHOUT OBJECTION TO PAYMENT BEING MADE BY NVZ CO., LLC."

AND

3. A SIGNED LETTER FROM BRUCE SEYBURN, RESIDENT AGENT OF NVZ CO., LLC, DATED AT LEAST 10 DAYS AFTER DOCUMENT NO. 2 ABOVE, STATING THAT "INDIE FILM EXCHANGE, INC. HAS MADE DEMAND UPON US FOR PAYMENT OF THE OBLIGATION SECURED BY THIS LETTER OF CREDIT AND NVZ CO., LLC, HAS NOT OBJECTED TO THE DEMAND." THIS DOCUMENT SHALL BE PRESENTED TO US BY THE BENEFICIARY ALONG WITH ALL OTHER DOCUMENTS REQUIRED FOR PRESENTATION OF A DRAW.

NOTWITHSTANDING THE ABOVE EXPIRY DATE, THIS LETTER OF CREDIT SHALL AUTOMATICALLY TERMINATE AT 1:00 P.M. MST ON AUGUST 10, 2009 IN THE EVENT THAT WE HAVE NOT RECEIVED, VIA COURIER TO OUR ADDRESS AS STATED BELOW, AN AFFIDAVIT, PURPORTEDLY SIGNED BY THE PRESIDENT OF INDIE FILM EXCHANGE HOLDINGS, INC., CERTIFYING: "WE, BENEFICIARY, HEREBY CONFIRM THAT THE FULL AMOUNT OF THE PRODUCTION ACCOUNT (\$6,380,000.00) HAS BEEN DEPOSITED INTO THE PRODUCTION ACCOUNT." IN THE EVENT OF THIS AUTOMATIC TERMINATION OF THE LETTER OF CREDIT, BENEFICIARY HEREBY RELINQUISHES ALL RIGHTS AND/OR CLAIMS UNDER MERRILL LYNCH BANK USA'S LETTER OF CREDIT NO. S202695.

DRAFT(S) DRAWN HEREUNDER MUST BEAR THE CLAUSE: "DRAWN UNDER MERRILL LYNCH BANK USA STANDBY LETTER OF CREDIT NUMBER S202695 DATED JUNE 04, 2009".

THIS LETTER OF CREDIT WILL BE CANCELLED UPON OUR RECEIPT OF A SIGNED STATEMENT FROM INDIE FILM EXCHANGE, INC., COUNTERSIGNED BY ON THE WALL FILMS, LLC, STATING THAT THE SPECIAL PURPOSE ENTITY HAS RECEIVED \$1,500,000.00 FROM ANY SOURCE. SUCH STATEMENT SHALL BE ACCOMPANIED BY THIS ORIGINAL LETTER OF CREDIT, AND ANY AMENDMENTS.

WE ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE HONORED IF PRESENTED ALONG WITH ALL DOCUMENTS REQUIRED VIA COURIER TO OUR OFFICE AT 201 SOUTH MAIN STREET, SUITE 200, SALT LAKE CITY, UTAH 84111 ON OR BEFORE THE CURRENT EXPIRY DATE.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES ("ISP98") INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590. AS TO MATTERS NOT GOVERNED BY ISP98, SUCH MATTERS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH LAWS OF THE STATE OF MICHIGAN AND APPLICABLE U.S. FEDERAL LAW.



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ALL CORRESPONDENCE INQUIRING ABOUT THIS LETTER OF CREDIT MAY BE
SENT TO THE ATTENTION OF LETTER OF CREDIT DEPT., MERRILL LYNCH
BANK USA, 201 SOUTH MAIN ST., SUITE 200, SALT LAKE CITY, UTAH
84111. TELEPHONE INQUIRIES MAY BE MADE TO 1-800-635-5281.

MERRILL LYNCH BANK USA

BY:

TITLE: VICE PRESIDENT

One World Enterprises, LLC
Flower Mound, TX 75028

Joint Venture Agreement

This Agreement made as of the ___ day of June, 2009 by and between **One World Enterprises, LLC** and **Indie Films Exchange Holdings Inc** (herein referred to collectively as the "Venture's") to form a joint venture.

THAT WHEREAS, the Venture's desire to facilitate the **Joint Venture Participation** in a Private Placement of SBLC transaction utilizing the SBLC Account from ' SBLC account info ' in the amount of not less than \$1.5MIL SBLC, to be used for a Trade Program arrangement.

WHEREAS, Venture's wish to enter into a Joint Venture where as One World Enterprises, LLC and **Indie Films Exchange Holdings Inc**") provide Bank Account to a designated paymaster, that will be used to transfer proceeds from the trading Platform, and Paymaster of record below will disburse funds on a 50/50 split to the **Indie Films Exchange Holdings Inc**") and **One World Enterprises, LLC**

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. General Structure. Venture's hereby form a Joint Venture for the purpose of participating in a Private Placement Transaction whereby the Account Statement will be used to enter in to private placement in order to obtain return for the Venture's to be used in whole or part as each Venture' deems necessary.

2. Purpose. The purpose of the Venture shall be to execute private placement of a **\$1.5MIL SBLC**.

3. Term. This Agreement shall Continue for a period of 40 weeks or until the private placement has concluded.

4. Capital Contributions. (a) Shall be disbursed to Venture's on a 50/50 Bases.

5. Program Procedures. (a) (" Principal shall provide all required Documents ")

6. Net Profits.

(a) Payment. The Ventures shall receive shares of the transaction proceeds as follows.

The Venture's shall receive the following percentages of the proceeds payments:

Indie Films Exchange Holdings Inc 50% of proceeds

One World Enterprises LLC, 50% of proceeds

(b) Banking coordinates. See Exhibit "A"

(c) Payments. All payments shall be disbursed within 24 hours of receipt to: Bank account to **One World Enterprises, LLC**) And ("**Indie Films Exchange Holdings Inc**") according to the above split in section 6 (a) of this agreement.

7. Indemnification. The Venture's shall indemnify and hold harmless the other Venture's from and against any claims, demands, actions and rights of action which shall or may arise by virtue of anything done or permitted to be done by the other Venture (directly or through or by agents, employees or other representatives) outside the scope of, or in breach of the terms of, this Agreement.

8. Notices. Except as otherwise specifically provided herein, all notices hereunder shall be in writing and shall be given by registered or certified mail, or by overnight courier, or facsimile.

9. Entire Agreement. This Agreement supersedes any and all prior negotiations, understandings, and agreements between the parties hereto with respect to the subject matter hereof. Each of the parties acknowledges and agrees that neither party has made any representation or promises in connection with this Agreement nor the subject matter hereof not contained herein.

10. Modification, Waiver, Illegality. This Agreement may not be canceled, altered, modified, amended or waived, in whole or in part, in any way, except by an instrument in writing signed by all Parties. The waiver by either Party of any breach of this Agreement, in any one or more instances, shall in no way be construed as a waiver of any subsequent breach (whether or not of a similar nature) of this Agreement by the non-breaching Party. If any part of this Agreement shall be held to be void, invalid or unenforceable, it shall not affect the validity of the balance of this Agreement. The Agreement shall be governed by and construed under the laws and judicial decisions of the state of Missouri.

11. Assignment. Either Venture shall have the right to assign this Agreement or any of its rights hereunder to anyone of its various businesses. This Agreement shall inure to the benefit of and be binding upon each of the Parties hereto and their respective successors, assigns, heirs, executors, administrators and legal and personal representatives.

12. Confidentiality, Non-Disclosure and Non-Circumvention. The Venture's agree that they will be bound by the strictest rules legally possible governing Confidentiality and Non-Circumvention, and that these Confidentiality and Non-Circumvention provisions shall be in full effect for five years from the date of this signing. By signing

below the Venture's signify that they have understood these rules and agree to be bound by them. Breach of these provisions shall be cause for termination of this Agreement and shall be grounds for compensation to the harmed party to the fullest extent of the law.

The Venture's acknowledge and agree that:

a. They are aware that this transaction relies heavily on personal and business relationships that have been established and cultivated by each Venture's and that such relationships are considered to be Private and Confidential "Sources" in nature.

b. They shall keep Confidential any such sources and may not directly or indirectly contact any Confidential Source disclosed by the other Venture during the normal course of business between the Venture's without express written the permission of the other venture's.

c. Should one of the Venture's attempt to contact, directly or indirectly, any Confidential Source of the other Venture without express written permission from that Venture, it would be considered a breach of this agreement and the injured Venture shall have the right to terminate this agreement for cause and pursue all legal remedies under law for direct or indirect damages.

IN WITNESS WHEREOF, the parties hereto have electronically executed this Agreement the day and year first above written.

AGREED AND ACCEPTED

A handwritten signature in black ink, appearing to be 'Lal', written over a horizontal line.

< Notary Public >

THE ABOVE DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12TH DAY OF JUNE 2009, BY (NAME OF NOTARY) Clinton U. Green IN THE CITY OF New York, STATE OF KINGS, COUNTRY OF USA. MY COMMISSION EXPIRES: _____.

WITNESS BY MY HAND AND OFFICIAL SEAL:

Indie Films Exchange Holdings Inc

[Signature]

By: Franklin Clover

Date: June 11, 2009

< Notary Public >

THE ABOVE DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12TH DAY OF JUNE 2009, BY (NAME OF NOTARY) Clinton U. Green IN THE CITY OF New York, STATE OF KINGS, COUNTRY OF USA. MY COMMISSION EXPIRES: _____.

WITNESS BY MY HAND AND OFFICIAL SEAL:

CLINTON U. GREEN
Notary Public, State of New York
No. 2401GR1544520
Qualified in Kings County
Commission Expires 9-16-30, 19 2010

Initials CM FL

BANK COORDINATES OF PAYMASTER

PAYMASTER NAME	Desiree Renwick Pacific Sands Escrow
ACCOUNT NAME	PACIFIC SANDS ESCROW INC TRUST ACCOUNT
PAYMASTER ADDRESS	4471 Riverside Dr. Chino California, 91710
REPRESENTED BY	Desiree Renwick TAX I.D. # 20-3503316
PAYMASTER TELEPHONE	909-287-0724
PAYMASTER FAX	909-628-2751
BANK NAME	UNION BANK OF CALIFORNIA
BANK ADDRESS	13225 Peyton Drive . Chino Hills Calif
BANK OFFICER	DANH TRAN
BANK TELEPHONE/FAX	909-548-0262 FAX 909-548-0270
PAYMASTER EMAIL	de@pacificsandsescrow.com
SWIFT CODE	BOFCUS33MPK
ABA ROUTING	122000496
ACCOUNT NUMBER	5720001537
CURRENCY	United States Dollars – USD
SPECIAL INSTRUCTIONS	SAME DAY TRANSFER AND IMMEDIATE CREDIT
SPECIAL WIRE INSTRUCTIONS	PLEASE CALL DESIREE RENWICK AT 909-287-0724 TO NOTIFY THAT A WIRE HAS BEEN SENT FOR BENEFICIARIES AND EMAIL NOTIFICATION TO de@pacificsandsescrow.com
REQUIRED MESSAGE	“ THE REMITTER IS KNOWN TO US. THIS IS DONE WITH FULL BANKING RESPONSIBILITY AND WE ARE SATISFIED AS TO THE SOURCE OF FUNDS SENT TO US.” CONSULTING FEE PAYMENT ORDER 50/50 OF FACE VALUE OF EVERY TRANCHE OF NOTES INCLUDING ROLLS & EXTENSIONS FOR IMMEDIATE CREDIT.
CONSULTING FEE PAYMENT ORDER	OF FACE VALUE OF EVERY TRANCHE OF NOTES INCLUDING ROLLS & EXTENSIONS
FOR BENEFIT OF	, in equal amounts and percentages, FOR every tranche of the buyer per this imfpa. THE CONSULTING FEE of Face Value of Every Tranche of Notes INCLUDING ROLLS & EXTENSIONS AS PER SUB FEES

Consultant/Mandate Fee Agreement

Introduction to Private Placement

PACIFIC SANDS ESCROW, herein after referred to as ("CONSULTANT/MANDATES PAYMASTER")
and,
Indie Films Exchange Holdings Inc herein after referred to as (" CLIENT ") .CODE
and
FIFI LAURENT OF TODOFORU SERVICES herein after referred to as (MANDATE)

The following represents our agreement, in consideration of each other. **THIS AGREEMENT** is made this **JUNE 11TH 2009** promises or acts with respect to this Consultant/Mandates' Fee Agreement. Therefore, the parties herein agree as follows:

Consultant/Mandates have introduced and/or will introduce PRIVATE PLACEMENT to Client in return for Client agreement to pay Consultant/Mandates compensation for these introductory services if an investment or transaction is made. CONSULTANT/MANDATES will introduce to Client, by way of letter(s), emails, fax, and phone calls, to various sources.

Consultant/Mandates have represented that they have identified certain individual or entities that may be interested in conducting business or entering into a Private Placement Program and that in the event of a, or a series of, successful agreements between Client and such third parties, CONSULTANT/MANDATES desire to be compensated for their services, in accordance with the terms and conditions set forth in this Agreement.

Consultant/Mandate will not engage in any negotiations whatsoever on behalf of Client or any investor. Nor will Consultant/Mandate provide Client or any investor with information which may be used as a basis for such negotiations. Consultant/Mandate will have no responsibility for nor will Consultant/Mandate make recommendations concerning the terms, conditions or provisions of any agreement between Client and an investor, including the manner or means of consummating the transaction.

CONSULTANT/MANDATES REPRESENT THAT THEY ARE NOT A LICENSED SECURITIES DEALER. THIS AGREEMENT IS NOT INTENDED AS A SOLITITION FOR THE PURPOSE OF BUYING, SELLING, OR TRADING SECURITIES. Client acknowledges they were not solicited by Consultant/Mandates. Furthermore acknowledges Consultant/Mandates are not securities brokers and will provide information only. Client must perform own Due Diligence on any products or projects introduced by Consultant/Mandates.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the other documents referred to herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Title and Escrow

1.1. Escrow shall be opened with an escrow/title company/lawyer account acceptable to the Client.

2. Fee to CONSULTANT/MANDATES.

2.1 Upon the Client receiving any remunerations or benefit from the Private Placement Program or any other transaction resulting from the Consultant/Mandates' efforts, Client agrees to pay to Consultant/Mandates a commission (*through this same escrow*).

2.2 This contract will be placed into this transaction's escrow as well as in any and all identified escrows involving this particular entity, or any future entities associated with Client, its

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owners/partners/shareholders and the to be named individual or entity, as additional escrow instructions conditioning each escrows' transaction, agreed to by all parties in this agreement, for the same fees as out lined in this agreement.

- 2.3 CLIENT understands and agrees that CONSULTANT/MANDATES may share their Commission with any number of other CONSULTANT/MANDATES or agents, at the CONSULTANT/MANDATES' sole discretion, also *through this same escrow* or through any escrow this contract is placed into, if the CONSULTANT/MANDATES decide to do so.
- 2.4 Upon the successful transfer of funds from an individual or entity to Client, Client agrees to pay to the CONSULTANT/MANDATES a consulting fee. Client agrees to pay to CONSULTANT/MANDATES a FIFTH-TEEN PERCENT (15%) consulting fee to CONSULTANT/MANDATES/MANDATE on the actual transferred funds amount. The consulting fee will be shared as agreed between CONSULTANT/MANDATES: AS PER SUBFEE 15 %.
- 2.5 Immediately upon the successful transfer of funds and directly from escrow, escrow shall forward the commission to the CONSULTANT/MANDATES. The CONSULTANT/MANDATES shall identify either where or to whom the commission shall be delivered.
- 2.6 Should Client invest additionally with Private Placement Program, Investor or Entity after the initial investment is made, Client will pay Consultant/Mandates a fee of FIFTHTEEN percent (15%) of any such additional funds (or value) later invested. This fee will be paid to Consultant/Mandates upon receipt of funds (or value).

3. Miscellaneous.

- 3.1. Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the Parties with respect to the matters contained in this Agreement. Except as otherwise expressly set forth in this Agreement, any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or in behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.
- 3.2. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. A facsimile of an original signature shall be deemed an original signature.
- 3.3. Notices. Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by telex, telegram or telecopy (if confirmed in a writing sent by registered or certified mail, postage prepaid, return receipt requested or by reputable overnight delivery service), by registered or certified mail, postage prepaid, return receipt requested or by reputable overnight delivery service.
- 3.4. Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on the next business day after actual delivery to the address specified.

- 3.5. Further Assurances. The parties agree to execute such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.
- 3.6. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement.
- 3.7. Interpretation. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. Section headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement. References to "Sections" are to sections of this Agreement, unless otherwise specifically provided herein.
- 3.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the applicable state, without giving effect to the conflicts of law principles of said state and nation.
- 3.9. Mediation/Arbitration. All disputes arising under this Agreement shall be settled first by mediation between the parties, then by binding arbitration governed by the laws of the State of New York and the nation of The Bahamas. The decision of the arbitrator shall be final, and the cost of the arbitration (other than attorney's fees) shall be born equally by the parties to the arbitration.
- 3.10. Attorneys' Fees. If any action is brought by either party against the other party, relating to or arising out of this Agreement, the transaction described herein or the enforcement hereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, charges and disbursements incurred in connection with the prosecution or defense of such action. For purposes of this Agreement, the term "attorneys' fees" or "attorneys' fees, charges and disbursements" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section shall survive the entry of any judgment, and shall not merge, or be deemed to have merged, into any judgment.
- 3.11. Successors and Assigns. Consultant/Mandates shall not transfer or assign this Agreement without Client's express written consent. Subject to the limitations set forth herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns. Consultant/Mandate fee interests become a part of the individual Consultant/Mandate's estate and can be passed to heirs or designated entities in case of death or incapacitation.
- 3.12. Weekends/Holidays. If any of the dates specified in this Agreement shall fall on a Saturday, a Sunday, or holiday, then the date of such action shall be deemed to be extended to next business day.
- 3.13. This agreement shall remain in full force and effect until the completion of this transaction, including rollovers, extensions, addition, and reinvestment, and shall be binding upon the parties, their heirs, successions and assigns, agents, principals, and all associated parties involved in the transaction(s) that are subject of this agreement, otherwise the parties remain independent of each other.
- 3.14. Neither party hereto makes any representations regarding tax consequences of this agreement.
- 3.15. Each party individually and separately, accepts the liability of any taxes, levies or charges that may be found applicable to the performance of their respective duties herein.

Handwritten mark

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

CLIENT'S INFORMATION

	PAYMASTER
PAYMASTER NAME	Desiree Renwick Pacific Sands Escrow
ACCOUNT NAME	PACIFIC SANDS ESCROW INC TRUST ACCOUNT
PAYMASTER ADDRESS	4471 Riverside Dr. Chino California, 91710
REPRESENTED BY	Desiree Renwick TAX I.D. # 20-3503316
PAYMASTER TELEPHONE	909-287-0724
PAYMASTER FAX	909-628-2751
BANK NAME	UNION BANK OF CALIFORNIA
BANK ADDRESS	13225 Peyton Drive . Chino Hills Calif
BANK OFFICER	DANH TRAN
BANK TELEPHONE/FAX	909-548-0262 FAX 909-548-0270
PAYMASTER EMAIL	de@pacificsandsescrow.com
SWIFT CODE	BOFCUS33MPK
ABA ROUTING	122000496
ACCOUNT NUMBER	5720001537
CURRENCY	United States Dollars – USD
SPECIAL INSTRUCTIONS	SAME DAY TRANSFER AND IMMEDIATE CREDIT
SPECIAL WIRE INSTRUCTIONS	PLEASE CALL DESIREE RENWICK AT 909-287-0724 AND FIFI LAURENT AT 818 799-4114 TO NOTIFY THAT A WIRE HAS BEEN SENT FOR BENEFICIARIES/MANDATE AND EMAIL NOTIFICATION TO <u>de@pacificsandsescrow.com</u> and <u>todoforu@yahoo.com</u>
REQUIRED MESSAGE	“ THE REMITTER IS KNOWN TO US. THIS IS DONE WITH FULL BANKING RESPONSIBILITY AND WE ARE SATISFIED AS TO THE SOURCE OF FUNDS SENT TO US.” CONSULTING FEE PAYMENT ORDER OF FACE VALUE OF EVERY TRANCHE OF

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NOTES INCLUDING ROLLS & EXTENSIONS FOR IMMEDIATE CREDIT.

CONSULTING FEE PAYMENT ORDER	15% OF FACE VALUE OF EVERY TRANCHE OF NOTES INCLUDING ROLLS & EXTENSIONS
FOR BENEFIT OF	FIFI LAURENT, TODOFORU SERVICES, IN EQUAL AMOUNTS AND PERCENTAGES, FOR EVERY TRANCHE OF THE BUYER PER THIS IMFPA. THE CONSULTING FEE OF FACE VALUE OF EVERY TRANCHE OF NOTES INCLUDING ROLLS & EXTENSIONS AS PER SUB FEE

AS-1INTERNATIONAL INC

BUYERS SIGNATURE: [Signature]

Notary Acknowledgement of Client

STATE OF New York COUNTY OF KING

On 19th of JUNE 2009 before me, a Notary Public in and for said County and State and authorized to take acknowledgements, personally appeared: FRANKLIN CLOXER, (Title) _____, personally known to me or proved to me on the basis of satisfactory evidence by producing _____ as identification to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they voluntarily read, understood the contents thereof and executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument for the purposes therein expressed, and who did take an oath. (Seal)

Witness my hand and official seal. [Signature]

Clinton U. Green

Notary Public Signature

Notary Public (Print Full Name)
CLINTON U. GREEN
Notary Public, State of New York
No. 2401GR1544520
Qualified in Kings County
Commission Expires 6-30, 192010



Indie Film Exchange Holdings, Inc.

2300 Pitkin Avenue, Number 2 Brooklyn, NY 11207

Tel. 347 524.0002

June 13, 2009

RE: Advance of Funds

Dear Sir/Madame:

Please consider this letter an official request of an advance of funds in the amount of Two Hundred Thousand Dollars US (\$200,000). We appreciate your assistance in this matter.

Thank You,

A handwritten signature in black ink, appearing to read 'Franklin Clover', is written over the printed name.

Franklin Clover
Indie Film Exchange
Chairman/CEO
chairmanfur@gmail.com