

## INVESTOR FINANCING AGREEMENT

### EXPOSITION ON TOLERANCE IN AMERICA FILM PROJECT

This agreement is made between the INVESTOR and TRY FILMS in consideration of a FILM PROJECT RELATING TO NATIONAL TOLERANCE. This project's working title is: FLIP THE BIRD - HATE ACROSS AMERICA.

This film is a documentary exposing and capturing a multiple of feelings, expressions and insights that individuals throughout sections of the United States maintain.

This Agreement is being entered into on the below listed date between the INVESTOR and TRY FILMS and based on the below indicated share schedule:

For participation of	\$100,000	the INVESTOR OWNS	40%	OF THE FILM
or prorated in denominations thereof for example:				
	\$10,000	the INVESTOR OWNS	4%	OF THE FILM
	\$5,000	the INVESTOR OWNS	2%	OF THE FILM

The INVESTOR shall indicate their investment value and percentage ownership on the bottom of the agreement and shall be co-signed, by TRY FILMS. The indicated ownership percentage listed shall be based on NET VALUE and shall be profit driven only. Any circumstance where initial money is made, it shall be distributed respectively. Any circumstance where a NET VALUE plus ownership percentage is maintained after a Third Party Sale, it shall be done respectively to the percentages set forth herein the INVESTOR-TRY FILMS AGREEMENT.

The investors shall be entitled to a PRODUCER title or titles in the film credits according to the artistic discretion of TRY FILMS. All decision-making and final editing shall be maintained by TRY FILMS. TRY FILMS has a scheduled completion date no later than DECEMER 31, 2010.

TRY FILMS shall use its best efforts to cause the FILM to be exploited in all markets and media, so as to maximize the monetary return to be derived by the FILM. To that end, TRY FILMS shall endeavor to arrange for third parties to distribute and/or exploit the Picture on such commercially reasonable terms. All properties generated by TRY FILMS, including raw footage, edited, unedited, parts, equipment and props shall remain during and after this project the exclusive ownership of TRY FILMS. It is understood that TRY FILMS is involved in other projects, and the INVESTORS herein are not entitled to ownership or any claims, unless they are participating in those projects.

TRY FILMS nor any other investor, independently or collectively is liable in the event that the herein project does not generate profit or original investment values. Should there be any dispute between the parties concerning the interpretation of this Agreement or concerning an alleged breach of this Agreement, which the parties are unable to resolve after consultation with each other, such dispute shall be decided by arbitration pursuant to the regulations and procedures of the American Arbitration Association in the State of New York.

The INVESTOR, herein, has contributed the amount of: \$ \_\_\_\_\_  
corresponding to the percentage ownership, as described herein, of: \_\_\_\_\_ %

WHEREFORE, the parties have executed this Agreement on the date below:

AGREED

AGREED

INVESTOR:

TRY FILMS

P.O. Box 9 Stony Brook, NY 11790

By: \_\_\_\_\_

By: \_\_\_\_\_

David Nesenoff

PRINT NAME

DATE

PRINT NAME

DATE