

BEYOND BREATHING
DEVELOPMENT BUDGET INVESTMENT AGREEMENT

THIS DEVELOPMENT BUDGET INVESTMENT AGREEMENT (this “**Agreement**”) is entered into as of this ____ **day of March, 2009** by and between **Beyond Breathing, LLC**, a New Jersey limited liability company with offices at **348 RT. 17 NORTH, UPPER SADDLE RIVER, NJ 07458** (the “**Company**”), and: _____ (“**Investor**”).

EXPLANATORY STATEMENT:

A. Company is seeking Four Hundred Fifty Thousand U.S. dollars (\$450,000) to complete the development budget (the “**Development Budget**”) of *Beyond Breathing - the Feature Film* (the “**Film**”).

B. The Development Budget is used for development funding necessary to attach credible and marketable actors, director, additional writer(s), and market the Film to package and promote the raise of funds for the production budget and/or sell the Film as developed to production companies, distribution companies, investors, studios and any other person or entity interested in purchasing the Film.

C. The production budget, which is entirely different than the Development Budget as it includes budgeted costs for producing the Film, has been set at an additional **Five Million U.S. dollars** (\$5,000,000) (the “**Production Budget**”).

NOW, THEREFORE, in consideration of the above premises, which are incorporated herein by reference and made a part of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant, contract and agree as follows:

1. In exchange for the purchase price paid by Investor, Investor received the number of Units as indicated and set forth in the Investment Sheet, which is attached hereto as **Exhibit “A”** and incorporated by reference herein and made a part of this Agreement.

2. Upon complete funding of the Production Budget, the Development Budget investor shall have the option to:

a. Return of Investment. Accept receipt of the return of the entirety of their initial investment (the “**Investment**”) plus ____ **percent** (Please refer to **Exhibit “A”**) interest on the Investment (the “**Interest**”) prior to any expenditures from the Production Budget, which shall be paid to Investor within thirty (30) days from the receipt of complete funding of the Production Budget; or

Initials: _____

EXHIBIT A

INVESTMENT SHEET

Beyond Breathing, LLC
DEVELOPMENT BUDGET INVESTMENT AGREEMENT

Total Development Budget: \$450,000.00
(9 units @ \$50,000 per unit available)

DEVELOPMENT BUDGET INVESTOR	INVESTMENT	RETURN ON INVESTMENT
SOLD	\$ 50,000.00	20% (\$60,000)
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Investor 3	\$ 50,000.00	15% (\$57,500)
Investor 4	\$ 50,000.00	15% (\$57,500)
Investor 5	\$ 50,000.00	15% (\$57,500)
Investor 6	\$ 50,000.00	10% (\$55,000)
Investor 7	\$ 50,000.00	10% (\$55,000)
Investor 8	\$ 50,000.00	10% (\$55,000)
Investor 9	\$ 50,000.00	10% (\$55,000)
TOTAL	\$450,000.00	\$512,500.00*

*** Projected Return on Investment: Prior to principal photography.**

ACCEPTED AND AGREED:

Beyond Breathing, LLC

INVESTOR:

Francine Ganguzza, Managing Member

Date

Investor

Date

Initials: _____