



Manual for
Sample Private Placement Memorandum
Moon Waters Motion Picture Inc.

Version 1.0

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IMPORTANT NOTES

Although the following Sample Private Placement Memorandum is believed to be qualified as a viable and legally compliant prospectus or substantive disclosure document under Regulation D, Rule 506, you will be required to replace our sample data with information specific to your project, market research, offering structure, and best-estimate projections.

This publication contains general information only and Fast Ventures Insights is not, by means of providing or selling this publication, rendering accounting, business, financial, investment, legal, tax, or other professional advice or services.

This publication should not be used as a sole reference or basis for any decision or action that may affect your business. Before making any decision or taking any action that may affect your business, including but not limited to putting a modified version of this document in circulation, you should consult with a seasoned attorney or investment banking professional to ensure that (i) your private placement memorandum is in compliance with all federal and state securities laws and (ii) meets the expectations of potential investors.

The following Sample Private Placement Memorandum is available for purchase on our website at <http://www.Insights.FastVentures.com/premium/samples/ppm07082008/index.html>.

1. DOCUMENT PREVIEW

CONFIDENTIAL PRIVATE OFFERING MEMORANDUM

Moon Waters Motion Picture Inc.
(A Any State Corporation)

Logo
"Moon Waters"

250,000 Shares of **Preferred Stock** at **\$6.25** /Share
(par value \$.001 per share)

Minimum Subscription: 10,000 Shares of Preferred Stock Totaling \$62,500

Payable upon Subscription

For Accredited Investors Only

THE **PREFERRED STOCK** OFFERED HEREBY IS SPECULATIVE AND INVESTMENT IN THE SECURITIES OFFERED HEREBY INVOLVES A HIGH DEGREE OF RISK (SEE "RISK FACTORS"). INVESTORS MUST BE PREPARED TO BEAR THE ECONOMIC RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD AND BE ABLE TO WITHSTAND A TOTAL LOSS OF THEIR INVESTMENT.

THE **PREFERRED STOCK** OFFERED HEREBY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE OR FOREIGN SECURITIES LAWS, NOR HAS THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR ANY STATE OR FOREIGN REGULATORY AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THESE SECURITIES ARE OFFERED PURSUANT TO EXEMPTIONS FROM REGISTRATION PROVIDED BY THE SECURITIES ACT, CERTAIN STATE SECURITIES LAWS AND CERTAIN RULES AND REGULATIONS PROMULGATED PURSUANT THERETO.

	Price	Selling Commissions and Expenses	Proceeds
Per Share	\$6.25	\$0.63	\$5.62
Minimum Offering	\$1,562,500	\$156,250	\$1,406,250
Maximum Offering	\$1,562,500	\$156,250	\$1,406,250

Name of Offeree: _____

No: _____ Date: ____/____/____

Figure 1 Cover

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1. IMPORTANT NOTES

Moon Waters Motion Picture Inc. was formed on June 22, 2005 for the single purpose of developing, producing, and marketing a feature length motion picture, tentatively titled "Moon Waters". The Movie is based on a novel by John Doe, who also agreed to direct our Movie.

We will manage the Movie through four production phases, including development, pre-production, principal photography, and postproduction. After we produced the Movie, we intend to license the distribution rights for the worldwide exhibition of the Movie to an established distribution company. We expect the Movie to generate revenues from multiple sources, including theatrical exhibition, pay-per-view television, video and DVD rental, and exhibition on cable or network television.

Once we believe that we have maximized the Movie's distribution revenues, we intend to sell all rights to the Movie, liquidate Moon Waters Motion Picture Inc. and distribute our remaining assets to our shareholders in the form of cash.

Moon Waters Motion Picture Inc. is a Any State C-Corporation with executive offices located at 5555 Any Street, Any Suite, Any City, Any State Any Zip. Our website can be found at [Enter your domain]. None of the content provided therein shall be construed to be part of this Offering.

Moon Waters Motion Picture Inc. is authorized to issue up to 250,000 shares of Common Stock and up to 250,000 of Preferred Stock. Pursuant to this Private Placement Memorandum (the "Memorandum") Moon Waters Motion Picture Inc. is offering 250,000 shares of Preferred Stock at \$6.25/per share (the "Offering").

The Company's Preferred Stock vests privileges over the Company's Common Stock in terms of the allocation of dividends and liquidation preferences; however, the Company's Preferred Stock does not bear any voting privileges. The purchase price of the Preferred Stock is payable in cash upon delivery of the Subscription Agreement. The proceeds of this Offering will be used for all general business purposes.

Shares of the Preferred Stock are offered on a "best efforts" basis directly by the Company. Moon Waters Motion Picture Inc. will pay selling commissions to selected broker dealers who are members of the National Association of Securities Dealers, Inc. ("NASD") in an amount of up to 8% of the purchase price of securities sold through their efforts. Additionally, the Company will pay all other expenses of the Offering including but not limited to, due diligence fees and non-accountable expense allowance paid to selected broker dealers in an amount of up to 2% of total subscriptions.

In the event the Offering does not close by December 31, 2010 and is not extended at the option of the Company, the proceeds of the Offering will be promptly returned in full without interest to those prospective investors.

Moon Waters Motion Picture Inc. will hold all subscription payments in a subscription escrow account for the benefit of subscribers.

This Memorandum constitutes an offer to purchase securities only if a name and number appear in the appropriate spaces on the cover page and then only to the offeree so named. Such offeree, by receipt of this document, agrees not to duplicate or to furnish copies hereof, in whole or in part, to individuals other than its investment and tax advisors, accountants or

Clos

Figure 4 Important Notes

If Moon Waters Motion Picture Inc. can place the entire offering amount of \$1,562,500 or 250,000 shares of Preferred Stock, we estimate that the net proceeds from the sale of this Offering will be approximately [Insert \$ amount (MaxOffer_USD – expenses as indicated in table below)] based on an estimated offering price of \$6.25/ per share, and after deducting:

- our estimated offering expenses of [Insert \$ amount for expenses as indicated in table below], which amount to approximately [Insert % based on total offering related expenses as show in table below and MaxOffer_USD] of this Offering and include:

Offering Costs:		Amount
Legal fees and expenses		\$5,050
Accounting fees and expenses		\$2,000
Offering Memorandum & Road Show		\$2,950
Other Offering related expenses		---
Total Offering Costs		\$10,000

Table 5 Offering Expenses

We intend to use the proceeds we receive from this Offering plus the grant from the Florida Film Commission to pay for corporate setup and development expenses, to finance production of the Movie, and to cover three years worth of our general corporate expenses. Before we can begin production, we may make temporary investments in interest-bearing accounts, certificates of deposits, United States Government obligations or money market accounts. We do not intend to rely on other sources of funds, such as distributor advances, in order to produce "Moon Waters". We have no understandings, commitments or agreements to acquire or invest in any other company or to produce any other projects than the Movie.

The following table illustrates how the [Insert \$ amount based on MaxOffer_USD less total of Offering Expenses as shown in Table 3 Offering Expenses] in net proceeds to be raised by this Offering will be allocated, expressed in both monetary and percentage terms:

Movie Production Costs	Amount	Percentage*
Above the Line (1)	\$527,400	26.2%
Pre-Production & Filming	\$816,646	40.4%
Post Production	\$35,000	1.7%
Production Contingency	\$100,000	4.9%
Production Insurance and Legal	\$180,000	8.9%
Completion Bond Fee	\$92,553	4.6%
Total Film Production Costs	1,751,599	
Corporate Start-up:		
Accrued Compensation (John Doe) (2)	\$50,000	2.5%
Legal and Accounting Setup	\$10,000	0.5%
Furniture, Fixtures, and Equipment	\$15,000	0.7%
Miscellaneous Expenses	\$5,000	0.2%
Total Corporate Setup Costs	\$80,000	
General and Administrative:		

20.1.4.1 Revenues

- Theatrical Box office revenues are those sums collected at the box office window from movie ticket sales throughout selected geographical regions. Tickets generally cost up to \$10.00 and there are approximately 26,000 screens, as distinguished from multiplex theaters, in the United States, which exhibit feature-length movies (the Movie).
- Home Video Revenue is generated from sales to about 125,000 outlets such as BLOCKBUSTER VIDEO®, NETFLIX®, and other non-dedicated outlets such 7-ELEVEN®, ACME FOOD MARKETS®, WALGREENS®, WALMART®, K-MART®, COSTCO®, TARGET® and other so-called superstores. Each video cassette or DVD retails for about \$50 to \$60 (for independent films) and about a third of the dedicated outlets are known to purchase about 2-3 cassettes and DVDs. For major releases, each video cassette or DVD retails for about \$80 and virtually all of the outlets purchase anywhere from 5 to 25 units. Home Video revenues are often calculated as a percentage of Theatrical Box Office revenue and at present is about 215% of the revenue generated at Theatrical Box Offices. Home Video also includes revenues generated from the sale of video cassettes or DVDs to video outlets for rentals and sales made directly to consumers.
- Cable revenue includes all Pay Cable services and Pay-per-View and is also calculated as a percentage of Theatrical Box Office revenue. At present, Cable revenues are estimated to amount to about 20% of Theatrical Box Office revenues.
- TV/Syndication revenues include Free Network TV such as ABC®, CBS®, NBC®, UPN®, and FOX® channels and the thousands of independently-owned TV stations to which the Movie is sold or syndicated. Syndication typically generates about 50% to 200% of Theatrical Box Office revenues over the long term. The figure of 100% has been used for our projections.
- Total Foreign revenues include All Media in all territories outside the United States (Domestic Territory) and are known to amount to about 48% to 105% of the revenues generated in the Domestic Territory. The basis differs depending on whether the release is from a major or independent production company. Revenues are generated in [Insert revenue estimate] and are expected to increase by as much as 9% per year.
- Total Revenues are the aggregate gross sums collected from All Media and Territories, also known as the worldwide market, without any deductions for exhibition fees, distribution fees or distribution expenses.

Figure 6 Detailed Financial Guidelines and Explanations

2. INTRODUCTION

The following Sample Private Placement Memorandum is an easy-to-use, easy-to-follow reference for independent movie producers who plan to use a private placement or Regulation D Offering to raise the capital requirements of an independent movie project.

While the document at hand is based on an actual offering, you are urged to replace the supplied sample data with your own fundamentals as every independent movie project has unique requirements, potential, and appeal in the eyes of potential audiences and investors.

2.1. What's Included

Once you have purchased this Sample Private Placement Memorandum, you will be able to download a ZIP folder that contains the following files:

- Sample Private Placement Memorandum in Microsoft Word® file format¹ including (i) Subscription Agreement, (ii) Prospective Purchaser Questionnaire, and (iii) Prospective Purchaser Questionnaire for Entities. This document comes as a mail merge document, which allows for the easy and consistent entry of your key data throughout the sample document. See 2.2 Features for more details.
- Data Merge Manager, which holds and manages the key data to be entered throughout the Sample Private Placement Memorandum (only applies to the mail merge version of the document).
- Sample Private Placement Memorandum in simplified (.txt) file format including (i) Subscription Agreement, (ii) Prospective Purchaser Questionnaire, and (iii) Prospective Purchaser Questionnaire for Entities for those who use a text editor that isn't compatible with the Microsoft Word® file format. The mail merge feature in this version is not supported.
- This manual including detailed instructions and sample data.

2.2. Some Key Features

- This Sample Private Placement Memorandum is a spin-off of an actual offering and thus, the supplied sample data provides valuable insights into the inner workings of a viable offering.
- One version of the document is supplied as a mail merge document, which enables users to replace our sample data with their own information throughout the document – simply by entering it into the supplied Data Merge Manager file. See Figure 7 below.

¹ Note, that .doc is the default file format for Microsoft Word 2004 documents. This format is shared by Word 97 through Word 2003 for Windows, and Word 98 through Word 2004 for MAC.

Confidential Private Placement Memorandum

Logo
"Moon Waters"

1. IMPORTANT NOTES

Moon Waters Motion Picture Inc. was formed on June 22, 2005 for the single purpose of developing, producing, and marketing a feature length motion picture, tentatively titled "Moon Waters". The Movie is based on a novel by John Doe, who also agreed to direct our Movie.

We will manage the Movie through four production phases, including development, pre-production, principal photography, and postproduction. After we produced the Movie, we intend to license the distribution rights for the worldwide exhibition of the Movie to an established distribution company. We expect the Movie to generate revenues from multiple sources, including theatrical exhibition, pay-per-view television, video and DVD rental, and exhibition on cable or network television.

Once we believe that we have maximized the Movie's distribution revenue, we will transfer all rights to the Movie, liquidate Moon Waters Motion Picture Inc. and distribute the net assets to our shareholders in the form of cash.

Moon Waters Motion Picture Inc. is a Any State C-Corporation with its principal office at 5555 Any Street, Any Suite, Any City, Any State Any Zip. Our website is [Enter your domain]. None of the content provided therein shall be deemed to constitute an Offering.

Moon Waters Motion Picture Inc. is authorized to issue up to 250,000 shares of Preferred Stock and up to 250,000 of Preferred Stock. Pursuant to the terms of the Memorandum (the "Memorandum") Moon Waters Motion Picture Inc. is offering shares of Preferred Stock at \$6.25 per share (the "Offering").

The Company's Preferred Stock vests privileges over the Common Stock in terms of the allocation of dividends and liquidation preferences; however, the Preferred Stock does not bear any voting privileges. The purchase price of the Preferred Stock is payable in cash upon delivery of the Subscription Agreement. The Offering will be used for all general business purposes.

Shares of the Preferred Stock are offered on a "best efforts" basis and the Company, Moon Waters Motion Picture Inc., will pay selling commissions to selected brokers who are members of the National Association of Securities Dealers, Inc. (NASD) (up to 8% of the purchase price of securities sold through their firm). The Company will pay all other expenses of the Offering including but not limited to legal fees and non-accountable expense allowance paid to selected brokers. The total offering is up to 2% of total subscriptions.

Data Form

Company: "Moon Waters Motion Picture Inc.,"

Issuer: Moon Waters Motion Picture Inc.

MovieTitle: "Moon Waters"

Address1: 5555 Any Street

Address2: Any Suite

City: Any City

State: Any State

PostalCode: Any Zip

Phone: (555)-555-5555

Record: 1

Buttons: OK, Add New, Delete, Restore, Find..., View Source

Figure 7 Use of Data Merge Manager

3. HOW IT WORKS

Step 1

- After purchasing our Sample Private Placement Memorandum, please save the supplied ZIP folder to your hard drive and make sure you remember the location of the file. If you haven't done so already, please download a copy of WinZip® (available as a free trial at <http://www.WinZip.com>) or use Stuffit®, which works on both Windows and MAC operating systems (available as a free trial at <http://shop.smithmicro.com/v2.0-img/operations/smicro/site/stuffit/redirect.html>).
- Unzip or decompress the supplied folder using one of the applications above.
- If you plan on using the supplied mail merge version of the document, we recommend that you create a separate, designated folder for your project and place both files, "GenMovie_PPM_[506].doc" and "GenMovie_PPM_[data].doc" inside this folder.

Step 2

- Once this is done, please open the supplied file "GenMovie_PPM_[506].doc" using a compatible version of Microsoft Word®.
- If the following error message occurs **"GenMovie_PPM_[506].doc" is a data merge main document. Word cannot find its data source, "GenMovie_PPM_[data].doc"**,

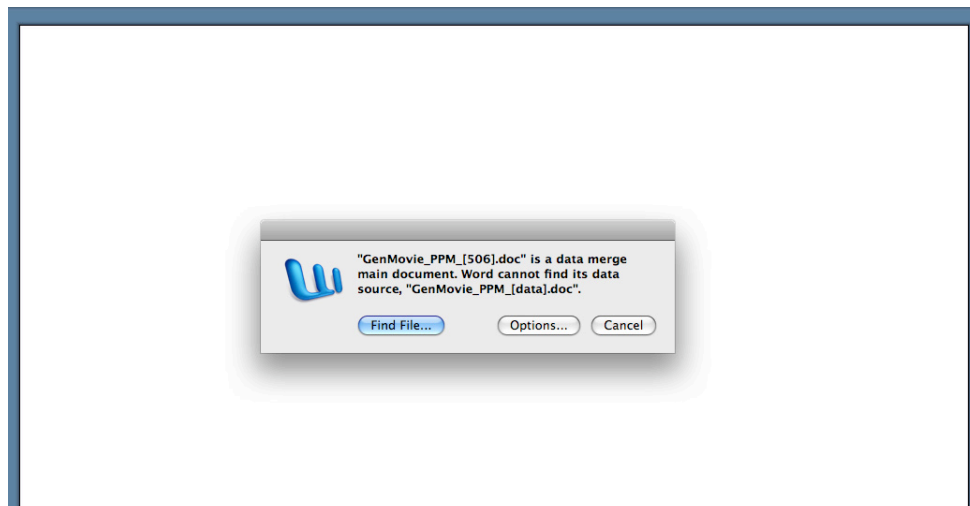


Figure 8 Error Message: Word cannot find data source.

please make sure, both files are located in the same folder and click on "Find File" to navigate to and access the required data source file. The Sample Private Placement Memorandum will then open and be linked to the data source.

- Once the document opened correctly as shown in Figure 9, you can review the sample data in the Data Merge Manager by clicking on the second icon to the left in the Data Merge Manager, which will display “Edit Data Source” as shown below.

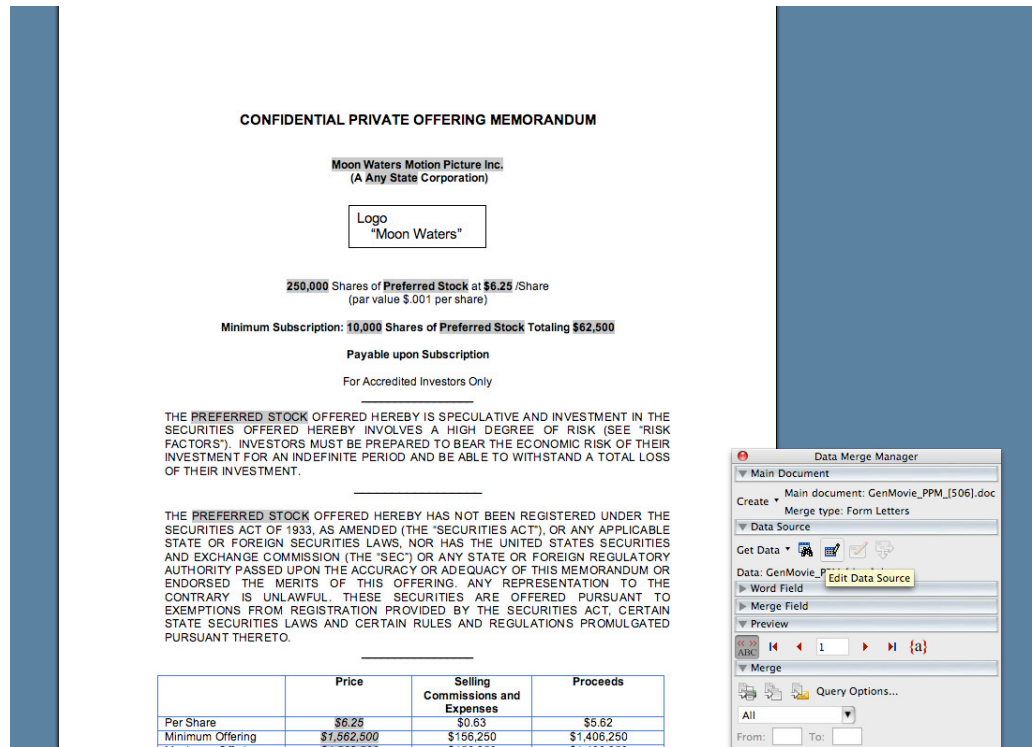


Figure 9 Edit Data Source

- Once you click on “Edit Data Source”, the supplied file will open and you can conveniently replace our sample data with information that is specific to your offering. See Figure 7 Use of Data Merge Manager”

Step 3

- In order to make the supplied Sample Private Placement truly your own, you will need to customize various areas of the document, including but not limited to the following key elements: “Summary of the Offering”, “Capitalization of the Company”, “Sources of Funds and Use of Proceeds”, “Dilution”, “The Movie”, “Management and Compensation”, “Principal Shareholders”, “Description of Capital Stock”, and “Projected Financial Statements” in the Exhibit.
- To simplify and provide further guidance on this process, we have included comprehensive sample data, which is already saved to the supplied data source. To make the process of customizing the document even easier, we supply a detailed overview of our sample data in the Appendix of this manual. The “Merge Fields” in this overview correspond with the “Merge Fields” that are used in the Data Merge Manager (See Figure 7) and if entered correctly, any change of any field in the Data Merge Manager will be reflected throughout the Sample Private Placement Memorandum.

We recommend that you print a copy of this overview as it's also frequently referred to, when it comes to computing some key financial data.

For example:

[MaxOffer_USD -10%] is used to compute the net proceeds of the offering after the allowance for offering related expenses has been deducted.

- Other areas or segments of the sample document that require custom input can easily be identified by being put in parenthesis.

For example:

[Insert \$ amount of net proceeds (MaxOffer_USD – 10%)] after deducting (1) our estimated offering expenses of [Insert \$ amount (10% of MaxOffer_USD)] and (2) our estimated corporate start-up expenses of [Insert \$ amount of start-up expenses].

Step 4

- Now, that you have made certain changes to the Sample Private Placement Memorandum, it is important to remember that you will need to save these changes like in any other application you work with.
- With the important distinction, however, that with this particular document configuration, you are likely to have worked with two files “GenMovie_PPM_[506].doc” and “GenMovie_PPM_[data].doc”, both of which need to be saved to preserve any changes.

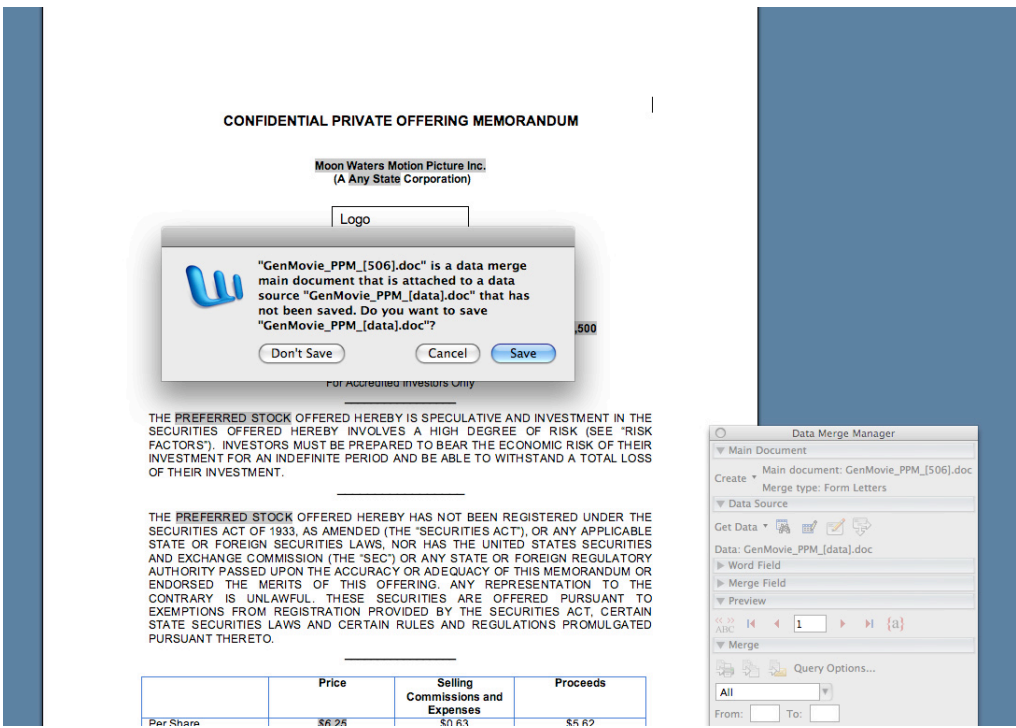


Figure 10 Warning: Save Data Source

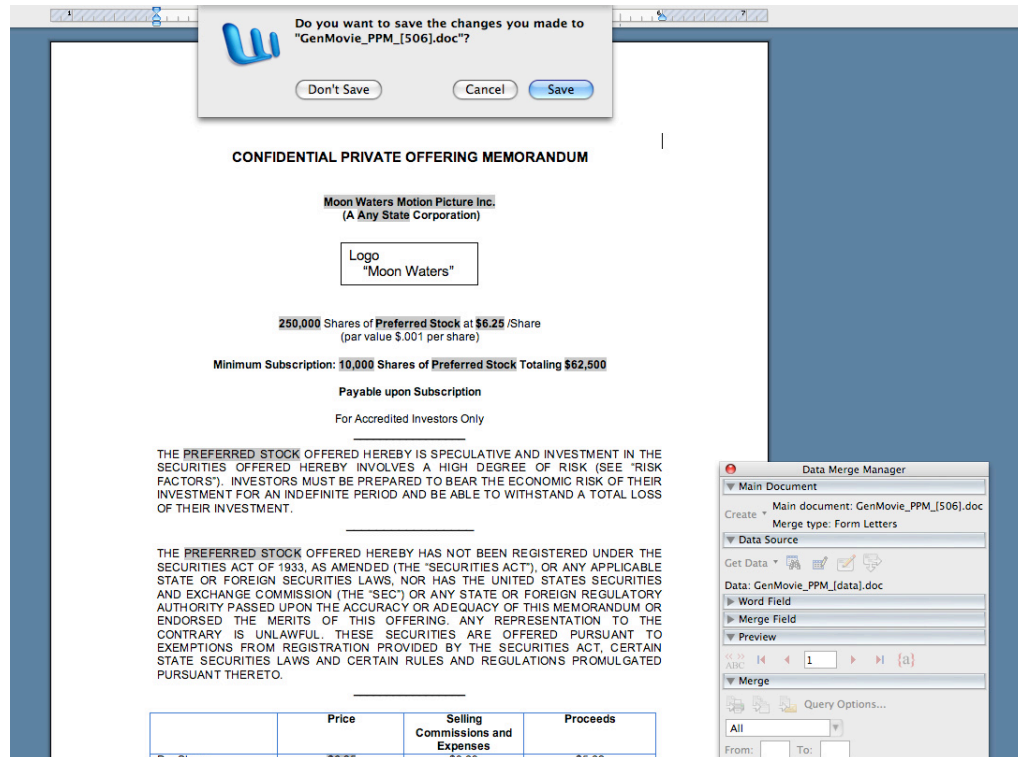


Figure 11 Warning: Save Main Document

Step 5

- Once you have customized the supplied Sample Private Placement Memorandum, as required, we recommend that you contact a seasoned securities attorney and/or investment banking professional to have it reviewed. Many attorneys will only charge a nominal fee, which shouldn't exceed 2-3 billable hours, to make sure your document complies with all applicable securities laws and regulations. Please note that bypassing the final review by a qualified professional can entail serious consequences and result in substantial civil and criminal sanctions against you and/or your company.

If you are working with the supplied simplified text (.txt) version of the Sample Private Placement Memorandum, please follow Steps 1-5 with the important distinction that you will only have to save a single file, namely "GenMovie_PPM_[506].txt."

Depending on the text editor you are using, you may be able to customize the merge fields as detailed in the overview of our sample data by using a so-called "Find and Replace" feature. If your text editor supports this feature, you can type the name of the merge field (please be sure to type it exactly as described) into the "Find" field and replace it with your custom content in the "Replace" field. Your text editor will then locate all merge fields, which are regular text in this version of the document and replace them with your custom input.

4. WHERE TO GO FOR MORE INFORMATION

4.1. Information on Private Placements

If you require further information on private placements, Regulation D Offerings, or so called Private Offerings, available offering structures, along with information on possible restrictions and limitations, please feel free to review the following free article on our website:

- Private Placements – Myth or Real Option?
<http://www.Insights.FastVentures.com/is-bin/reviews/rev01252008.php>
- Private Placements – Finding the Right Investors
<http://insights.fastventures.com/is-bin/reviews/rev06302008.php>
- Private Placements – Working with Professionals
<http://insights.fastventures.com/is-bin/reviews/rev08202008.php>
- Private Placements – Floating your Offering
<http://insights.fastventures.com/is-bin/reviews/rev10152008.php>

You can also download our free guidebook “Reaching High-Net-Worth Individuals with your Private Placement or Restricted Securities Offering” at

<http://insights.fastventures.com/is-bin/guides/htg10302208/index.php>

Additional information on private placements is also available on SecLaw.com “Introduction to Private Placements and on the Securities & Exchange Commission’s website at <http://www.sec.gov/answers/regd.htm>.

If you are in doubt or require assistance with a specific matter, please consult with a seasoned securities attorney or financial professional.

4.2. Information on Microsoft Word®

If you have questions or are experiencing any problems while working with this Sample Private Placement Memorandum, please visit the Help menu of Microsoft Word® first.

The following provides a few online resources:

[Working with Microsoft Mail Merge](#)

[How to use earlier versions of Excel, PowerPoint, and Word to open and save files from 2007 Office programs](#)

4.3. Support

Unfortunately, we are not in a position to offer dedicated support options for our online publications. However, we are willing to offer our assistance on a voluntary basis, which is subject to availability and other restrictions.

If you have a question or a problem that arises out of your work with the supplied publication, please send us an email to Insights@FastVentures.com and we will typically respond within 24-48 hours.

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2. Limitation of Liability

In no event will We be liable to You or any third party for any incidental or consequential damages (including, without limitation, indirect, special, punitive, or exemplary damages for loss of business, loss of profits, business interruption, or loss of business information) arising out of the use of, or inability to use, the Sample Document, or for any claim by any other party, even if Fast Ventures Insights has been advised of the possibility of such damages. If this limitation of liability or the exclusion of warranty set forth herein is held inapplicable or unenforceable for any reason, then the cumulative maximum liability of Fast Ventures Insights, its affiliates, and third-party suppliers, including their owners, officers, directors, employees, subcontractors, agents, successors or assigns, for any type of damages shall be limited to the lesser of the amount paid for the Sample Document or \$100.00.

Some jurisdictions within the European Union and the United States do not allow the exclusion or limitations provided herein and thus, these exclusions or limitations may not apply to You. You may also have other or additional rights that may vary from jurisdiction to jurisdiction.

3. Indemnification

You agree to indemnify, defend, and hold harmless Fast Ventures Insights and its owners, officers, directors, employees, subcontractors, agents, successors or assigns from any and all third party claims, liability, damages, and/or costs (including, but not limited to, attorneys fees) arising from your use of the e-document, your violation of this Agreement, or your infringement of any intellectual property or other right of any third party.

4. General

This Agreement shall be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any disputes or violations of this Agreement. This Agreement constitutes the entire Agreement between You and Fast Ventures Insights relating to the Sample Document and (i) supersedes all prior oral or written communications, proposals, and representations with respect to the subject matter thereof, and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgement or similar communications between the parties. This Agreement shall terminate upon your breach of any term contained in this Agreement. The disclaimers of warranties, damages and limitations shall survive the termination of this Agreement. This Agreement may only be modified by a written document that has been signed by You and Fast Ventures Insights. If any part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be interpreted so as to reasonably affect the intention of the parties.

6. APPENDIX

6.1. Sample Data Overview

Merge Field	Description	Sample Data
Company	Typically identical with the company name; however, a term that is often used is <<"Generico Movie, Inc.", the "Company", or "We">>>	"Moonwater Motion Pictures, Inc.", "the Company", or "We"
Issuer	Name of the Company	Moonwater Motion Pictures, Inc.
MovieTitle	Title of the Movie	Moonwaters
Address1	Street Address	5555 Any Street
Address2	Office Suite or Apartment Number (if applicable)	Any Suite
City	City	Any City
State	State	Any State
PostalCode	Zip	Any ZIP
Phone	Phone (including area code)	(555)-555-5555
Fax	Fax (including area code)	(555)-555-5555
Officer	Name of the officer that should be contacted in reference to this offering	John Doe
ClassA_Stock	A C-Corporation can have one or more classes of stock, ClassA_Stock refers to the first class of stock that is issued, which typically is <<Common Stock>>	Common Stock
ClassB_Stock	Second class of stock issued, typically <<Preferred Stock>>	Preferred Stock
ClassA_Shares	Number of shares of ClassA_Stock that has been authorized and/or issued by the Company.	250,000
ClassB_Shares	Number of shares of ClassB_Stock that has been authorized and/or issued by the Company	250,000
MinOffering_Shares	Minimum number of shares that are intended to be sold under this Offering. This is typically 40%-50% of the total number of shares that are intended to be placed.	250,000
MaxOffering_Shares	Maximum number of shares that authorized for placement	250,000
Price/Share	Price per Share	6.25
Use of Funds	Defines how the proceeds from this Offering are used. A term that is widely used is <<for all and general business purposes>>.	for all general business purposes
OfferTermination	Date upon which the Offer will terminate if the required MinOffering_Shares have not been sold.	December 31, 2010
MinInvest_Shares	Minimum number of shares to be purchased by an investor	10,000
MinInvest_USD	Minimum \$ investment to be made by an investor (MinInvest_Shares x PriceShare)	62,500
MinOffer_USD	Minimum offering amount to be raised (MinOffering_Shares x PriceShare)	
MaxOffer_USD	Maximum offering amount to be raised (MaxOffering_Shares x PriceShare)	

Documentation Version 1.0

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