

EarthArtist Mountain Studio-Campus LLC

October 28th, 2009

Mr. Brian Acosta, Ability Capital Solutions (“ACS” formerly “Matrix”)
525 E. Seaside Way, Suite 1902, 90802: *If we can't do it, no one can.*

Dear Brian:

I do not wish to cancel my agreement for equipment lease/finance with ACS. There is not reasonable time to find another lease finance company in order to meet our contractual obligations on October 30th, 2009, as pre-defined to you and your associate, Jordan Lai.

Almost three months ago, you stated that you would provide our equipment lease/finance in “just a couple of days,” based on our low finance amount request, time in business, business plan, good credit scores and the collateral of the proposed equipment, in and of itself; I am holding you to that commitment and request you also work on our next \$75,000 equipment lease need.

Prior to and since our deposit of \$5,063.50 on August 14, 2009, I explained by phone and by email that the cross-collateralization of our plant property, in order to secure unrelated equipment finance in another LLC, is not an option with the private and federal parties to the reconstruction finance of our studio-complex nor the time delay and cost of another appraisal; indeed, at your request, I have provided you with my consent for York chillers and/or our Schulteis beam carousel as further collateral (with a minimal, combined, used value of \$800,000). York chillers are very liquid collateral, substantial yet common equipment for hospitals, universities, airports, sports arenas, etc., across the United States of America.

When you committed to our equipment lease/finance agreement three months ago, in order to secure our deposit, you stated that financing would take a “few days” and a “few more documents.” We have provided multiple documents and collateral over three months, even though ten days elapsed before you or Jordan Lai would return my call(s). Because of our contractual agreement to provide mobile production technology to the independent film, *Ruby's Saturn Return*, by November 9th, 2009, and their requirement of evidence of our ability to perform by October 30th, 2009, I hereby demand that you perform on your verbal and written agreement with me and my company for an equipment finance/lease minimum amount of seventy-five thousand dollars to be received in our Carolina First Bank EAMS account (053902197 7100463216) by October 30th, 2009, or return our deposit by wire transfer that day.

Very sincerely yours,

Michael Lentine

cc on October 30th, 2009: S.C. Attorney General; California Attorney General; Oconee County Small Claims Court; Better Business Bureau; Internet Crime Complaint Center; National Association of Equipment Lease Brokers; FCC; Nexsen Pruet Law Firm; (3) Ability/Matrix clients (\$4,000/\$17,000/\$40,000 deposits), among others.

EarthArtist Mountain Studio-Campus LLC
1300 East South 6th Street, Seneca, South Carolina 29678 USA