STEREO VISION ENTERTAINMENT, INC.

Annual
COMPANY INFORMATION
AND
DISCLOSURE STATEMENT

FISCAL YEAR ENDED JUNE 30, 2013

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INITIAL COMPANY INFORMATION AND DISCLOSURE STATEMENT

Part A General Company Information

Item I The exact name of the issuer and its predecessor (if any).

StereoVision Entertainment, Inc. was originally incorporated in the State of Arizona as Arizona Tax Pros & Insurance Wholesalers, Inc., on December 14, 1993. Arizona Tax Pros & Insurance Wholesalers, Inc., changed its name to Kestrel Equity Corporation on September 30, 1997. On July 20, 1999, Kestrel entered into an Acquisition Agreement and Plan of Reverse Merger with Stereo Vision Entertainment, Inc., a privately held Nevada corporation, incorporated on May 5, 1999 and subsequently merged out of existence. Pursuant to the Merger, which was consummated on December 30, 1999, Kestrel was merged with and into SVE Merger, Inc., which was incorporated on December 23, 1999 in Nevada, redomiciling the corporate entity to Nevada. On January 31, 2000, SVE Merger, Inc. changed its name to StereoVision Entertainment, Inc.

Item II The address of the issuer's principal executive offices.

15452 Cabrito Road, Studio 204
Van Nuys, California 91406
Phone: (818) 456-3858
Fax: (818)
Website: http://stereovision.com

Item III The jurisdiction(s) and date of the issuer's incorporation or organization.

Stereo Vision Entertainment, Inc. was incorporated in Nevada on December 23, 1999 (as SVE Merger, Inc.), with a name-change amendment filed on January 31, 2000.

Part B Share Structure

Item IV The exact title and class of securities outstanding.

— Common Stock —
CUSIP Number is 85914Q 20 7
Trading Symbol is "SVSN"

Item V Par or stated value and description of the security.

Common Stock has a par value of $0.001
There are no dividend, voting, conversion or liquidation rights, nor any redemption or sinking fund privileges.
No provisions in the charter or by-laws that would delay, defer or prevent a change of control.

Item VI *The number of shares or total amount of the securities outstanding for each class of securities authorized.*

In answering this item, provide the information below for each class of securities authorized. Please provide this information (i) as of the end of the issuer's most recent fiscal quarter and (ii) as of the end of the issuer's last two fiscal years.

(i)	Period end date	June 30, 2013
(ii)	Number of shares authorized	100,000,000
(iii)	Number of shares outstanding	67,658,820
(iv)	Freely tradable shares (public float)	11,341,180
(v)	Total number of beneficial shareholders	254+
(vi)	Total number of shareholders of record	254+

(i)	Period end date	June 30, 2012
(ii)	Number of shares authorized	100,000,000
(iii)	Number of shares outstanding	65,903,820
(iv)	Freely tradable shares (public float)	11,096,180
(v)	Total number of beneficial shareholders	254+
(vi)	Total number of shareholders of record	254

Part C Business Information

Item VII *The name and address of the transfer agent.*

Holladay Stock Transfer
2939 North 67th Place
Scottsdale, Arizona 85251
Telephone: (480) 481-3940

Item VIII *The nature of the issuer's business.*

A. *Business Development*.

The company is a Nevada corporation, incorporated on December 23, 1999, and utilizing a June 30th fiscal year end. The company has not been in bankruptcy, receivership or any similar proceeding. It is not under any obligation to make payments on current indebtedness, some of which is due on demand (approximately $95,000), nor does it have any long-term financing arrangements by which it is obligated to make short-term payments. There has not been a change of control during the preceding 13-year period.

The Company has a subsidiary, which is wholly-owned. In October of 2011, the company completed the acquisition of its second subsidiary, REZN8, via the issuance of 11,110,000 shares of common stock, of which 10,000,000 shares went to Robert Block, with the remaining shares going to other minority shareholders. Paul Sidlo was engaged, for a period of 5 years, to be its President, and was given 10,000,000 options at exercise prices ranging from $0.05 per share to $0.10 per share to serve in this

position. REZN8, Inc. is included in the financial statements attached to this disclosure document.

From December of 1999 through January 19, 2012, the company had been a "reporting company" with the Securities and Exchange Commission. However, it filed a de-registration form on January 19, 2012, and has since been delisted from the OTC Bulletin Board, and is currently trading on the Pink Sheets. Its primary SIC code is 7330.

There are two outstanding liabilities for prior judgments against the Company, totaling approximately $39,000 (together), both of which have been outstanding for over 5 years. There is also current, non-liquidated and disputed claims: one for breach of contract from an investor relations group in the maximum amount of $17,676 and that value is carried in full on the Company's financial statements. A second claim has recently been filed, for unpaid commissions related to share issuances, which has been responded to by the Company and on which the Company does not believe there is significant exposure other than legal fees. There are no other obligations which would have a material effect on the company's business, financial condition, or operations.

B. Business of Issuer.

The company is in the primary business of applying its patented 3-D technology to the production of motion pictures and their shorter versions as might be used in training films, commercials or other video-presented materials. It has been conducting operations continuously, since the original incorporation in Nevada in late 1999, and is in operation today. An entity which the company acquired via merger was a 'shell' company during a portion of its existence, and that status may impact the availability of exemptions generally otherwise available to holders of the company's restricted common stock.

The company has a subsidiary, REZN8, a California corporation, which is wholly-owned, and is in the business of motion graphics and titles.

The company does not currently believe that any government regulations are pending which will have a negative impact on the company's operations, although several states and territories are considering additional tax incentives and other forms of subsidies to encourage the filming of motion pictures and related entertainment within their jurisdiction. If these incentive programs are activated or expanded, they would benefit the business opportunities available to the company and many of its clientele.

During the last two fiscal years, the company has spent approximately $100,000 on research and project development activities. We are not impacted by environmental laws (whether federal, state or local), as the business is not currently producing anything that would be subject to environmental regulation. At present, the company has 1employee and 7 consultants.

Item IX The nature of products or services offered.

The company's principal product is 3D entertainment content. As such, it operates within the traditional distribution channels of the film and motion picture industry,

sometimes accessing theatrical release distributors and ultimately providing services and product to reproduction markets such as DVD or mobile phones. The Company's main line of business is to provide original 3D and 2D programming including low to medium cost productions for theatrical release and direct to DVD. Pay-per-view films, television/cable films, and other entertainment related projects, including merchandising 3-D technology and items related to specific creative content will also be targeted. Unique self-developed projects will initially focus on low to medium budget films (below $ 25,000,000 production cost).

The company does not announce new products unless they are ready for delivery, although there are several products in the research stage. These products would be utilized in the primary filming and / or processing of the media.

We operate in a very competitive business environment, generally positioned against or competing with major studios, television networks and numerous independent houses. The film content production business is very capital intensive and StereoVision will need to raise and secure significant equity and/or debt financing to implement its specific production objectives. If the Company receives that financing, it anticipates producing and/or co-producing cutting edge, commercially successful independent feature length films in all genres. Financing for these productions, when possible, will be accomplished through joint ventures in order to minimize company risk. When feasible, StereoVision anticipates each production will be structured as a stand-alone limited liability company, thus diminishing the equity dilution impact on the Company. StereoVision intends to act as the executive producer of each film project and to collect the customary up- front executive producer's fee. There is no assurance that StereoVision can secure financing to produce films or even if films are produced that they can be profitably distributed.

StereoVision intends to produce and develop 3-D and 2-D films and DVD's in all genres for its library, as well as to acquire additional film assets. While the Company may enter into participation, licensing or other financial arrangements with third parties in order to minimize its financial involvement in production, it will be subject to substantial financial risks relating to content. StereoVision expects that it will typically be required to pay for the production of film content during the production period prior to release and will most likely be able to recoup these costs and make profits from revenues from ticket sales within to 18 to 24 months following release. The company will, however, always seek to arrange presales to both foreign and domestic buyers such as studios, distribution companies, cable networks, equity partners etc. It will also seek to negotiate product integration arrangements as well as take advantage of tax subsidies in the locations in which it films.

StereoVision anticipates generating revenues from several sources, including production and distribution of new and existing independent 3-D and 2-D feature films, TV movies and direct to DVD films and licensing of video game rights. The company will also license the rights to its products for ancillary markets where appropriate.

Since the predominant output of the company is in media production or improvements to various pre-existing media, the sources and availability of product are actually the ideas of others, and their intellectual property content. As such there is no single distributor or over-arching dependence upon one or a few customers or suppliers.

There is currently no need for any government approval of our principal products or

services and there are no submissions with any governments awaiting approval. Were we to seek the enticements or supplements available to companies that film on location in jurisdictions that offer those blandishments, then we would await the go-ahead from which ever department within the government approves those requests. In some cases, the project is completed before any reimbursement requests are submitted, so that would affect the profitability of the project, but would not necessarily prevent its completion. However, the Classification and Rating Administration of the Motion Picture Association of America, an industry trade association, assigns ratings for age-group suitability for motion pictures. Stereo Vision plans to submit its pictures for such ratings. Management's current policy is to produce motion pictures that qualify for a rating no more restrictive than "PG 13."

Item X The nature and extent of the issuer's facilities.

The company operates out of a 2,500 foot facility at Sound City Studios, located in Van Nuys, California. This facility is not unique and could be replicated or replaced if and when necessary, as the company is on a month-to-month lease. The primary advantage of studio space is that it is open-tiered and flexible in its architecture, generally much more sound proof or sound-resistant than normal office or warehouse space, and has much greater availability of electrical support than typical non-studio space. This space is under a month to month lease, which we believe is slightly below market, but not so much so that it would be considered an asset on the company's books.

Tangible assets consist of office furnishings and equipment of $16,745, which was fully depreciated as of June 30, 2011. Intangible assets consist of movie and music licensing rights and production costs and have been valued at cost. As of June 30, 2013, the Company had $430,078 in film costs that are in the development stage or pre-production stage.

Part D Management Structure and Financial Information

Item XI The name of the chief executive officer, members of the board of directors, as well as control persons.

The company has 4 directors, and several officers, all serving on a part-time or consultancy basis unless otherwise indicated below.

John "Jack" Honour. *President and Chief Executive Officer, Chief Financial Officer, Chairman of the Board of directors*. Mr. Honour operates out of the offices at 15452 Cabrito Road in Van Nuys and from various ports of call around the country, as this business requires constant contact with persons and companies located outside of the greater Los Angeles area. He has been a senior executive and director of the company for the past 10 years, almost all of which were as the CEO. For approximately 8 months of that time period, two other individuals functioned as CEO and Jack served as the Chief Operating Officer during those brief stints. His early career included service with the elite Coast Guard amphibious support team and Honor Guard stationed at the White House, which provides a basis for much of his operational philosophy. His current salary is $300,000 per year, which is generally deferred until such time as the company's cash flow allows its payment. At various times in the past, he has accepted equity in lieu of salary and converted past-due salary in common stock of the company to relieve the company's debt burdens. Jack

currently owns 21,994,934 shares of the company's common stock.

Carlos Romero-Barcelo, *Vice-Chairman of the Board*. Mr. Romeo-Barcelo is Puerto Rico's former two-term Congressman, two-term Governor, and two-term Mayor of San Juan. Governor Romero Barcelo attended Phillips Exter Academy in New Hampshire, graduating in 1949. Later, he attended Yale University, obtaining a BA in Polictial Science and Economics, in 1953. That same year, at age 20, he returned to Puerto Rico and enrolled in the University of Puerto Rico Law School, becoming a licnesd layer in 1956. In 1977, he received a doctorate Honoris Causa from the University of Brdigeport, Connecticut. Although he has retired from politics, he has remained active in PNP plicital gatherins and is a member of the League of United Latin american Citizens (LULAC). His business address is the company's corporate headquarters at 15452 Cabrito Road in Van Nuys. He owns 500,000 shares of the company's common stock and is paid as necessary for his annual services to the company.

Andres Romero, *Director***.** Mr. Romero is based at 15452 Cabrito Road, Van Nuys, and has been with the company for the past 6 years, serving primarily as a director. His business experience, during the past 5 years, has been the ownership and operation of 7-11 Stores and development of several "green energy" applications in Puerto Rico. He owns 900,000 shares of common stock and receives reimbursement of corporate expenses.

Stephen Williams, *Secretary, Treasurer and Director***.** Mr. Williams is based at the company's headquarters and has held his current positions for 5 years. He came to the company from ASCAP, where he was a senior executive, and he is responsible for liaison with artists, production companies and other talent. He has agreed, as of April 8, 2013, to serve as the President of REZN8, the Company's subsidiary, for a fee of $5,000 per month. He currently owns 1,046,000 shares of common stock.

None of the foregoing individuals listed above has, in the past five years, been the subject of:

(a) A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);

(b) The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities;

(c) A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated; or

(d) The entry of an order by a self-regulatory organization that permanently or temporarily barred, suspended or otherwise limited such person's involvement in any type of business or securities activities.

Mr. Carlos Romero-Barcelo is the father of Andres Romero.

There have been no Related Party Transactions among or between any of the officers, directors or other affiliates of the Company in the past five years.

As of the date of this filing, the company is not aware of any conflicts of interest among its officers and directors with the company, nor of any affiliates who might be in conflict with the company's business goals.

Item XII Financial information for the issuer's most recent fiscal period.

The financial statements for the quarterly period ending June 30, 2013 are attached at the end of this Disclosure Statement and contain the following:

Balance Sheet
Statement of Income
Notes

for the preceding two quarters. This quarterly statement begins at page 16, under "Part F: Exhibits" of this document.

Item XIII Similar financial information for such part of the two preceding fiscal years as the issuer or its predecessor has been in existence.

The financial statements for the fiscal year ended June 30, 2013, to include the information for June 30, 2012, are attached at the end of this Disclosure Statement and contain the following:

Balance Sheet
Statement of Income
Notes

for the preceding two-year period. This annual statement begins at page 16, under "Part F: Exhibits" of this document.

Item XIV Beneficial Owners.

The following individuals or entities are known to the company to own in excess of five percent (5%) of any class of the issuer's equity securities:

John Honour, 15452 Cabrito Road, Van Nuys, California — 21,994,934 shares
Robert S. Block, 2695 Spearpoint Drive, Reno, Nevada — 10,500,000 shares

Item XV The name, address, telephone number, and email address of each of the following outside providers that advise the issuer on matters relating to the operations, business development and disclosure:

1. Investment Banker - none

2. Promoters

Chuck Tamburello
5991 SW 86th Street
South Miami, Florida
Telephone: 305-323-5687

3. Counsel:
Christopher Dieterich
11835 West Olympic Boulevard, Suite 1235E, Los Angeles, CA 90064
310.312.6888
venturelaw@gmail.com

4. Accountants or Auditors:
Wendy Wei, as a licensed CPA, Masters Degree
Provides outside accounting services through her firm. Her responsibilities are to aggregate all of the economic information and assemble the company's internal financial statements. Management then reviews these statements and publishes them. She is not responsible for auditing the information.
PO Box 3996
Cedar Park, Texas
512.835.7060
wenfengwei@yahoo.com

5. Public Relations Consultants - none

6. Investor Relations Consultants - none

7. Other Advisors that provided information in this Disclosure Statement - None

Item XVI Management's Discussion and Analysis or Plan of Operation.

Plan of Operation. The Company plans to continue to develop the Company's wholly-owned and jointly-owned or optioned with a first right of refusal such Intellectual Properties as: *'Three Dimensions Of Jerusalem (TDOJ),*" "*Kung Fu U" (KFU3D), "Secrets of the Lost San Sabas" (SLSS), "Aubrey Blaze" (AB3D)* and *"Gonzos 3 Double D" (G3DD).* The Company has purchased the 9-time Emmy-Award-winning 3D motion graphics company REZN8. R8 has been a California corporation in good standing for 27 years. The Company has conceptualized taking R8 public to fund the expansion of R8's marketing and sales division, and fund the Company's IP TDOJ.

From 2008 to the present, the Company has been developing five 3D film projects: *"Aubrey Blaze Piranhas," "Booty," "Gonzos 3DD," "Kung Fu U,"* and *"Three Dimension of Jerusalem.*" These projects are in different stages of development. Per the Company's proposed financing agreements, the Company will form stand-alone limited liability companies on a project-by-project basis. Upon the completion of each film financing, StereoVision will earn industry-standard 5% producer's fees from each budget, and will use this money for debt retirement, operations, and project development.

"*Aubrey Blaze Piranhas*" in 3D (ABP) has been fully scripted and budgeted. We have capitalized costs of $76,500 related to this project. This is a sci-fi thriller for theatrical release to be made in Puerto Rico with the help of the Company's Vice Chairman, Puerto

Rico's former Governor and US Congressman Carlos Romero-Barcelo. The screenplay was written by Baywatch creators Michael Berk and Doug Scwartz. It would star stage, screen, and recording artist Nina Josephs. The project is currently budgeted at $12,000,000. It is the story of hit video game creators who go the Amazon to film underwater video for their new video game sensation, "*Aubrey Blaze*". There they encounter mutated Piranhas that fly right out of the water at your throat in 3D. The film is to be shot in the phosphorescent caves in Puerto Rico. Through the already-enacted Puerto Rican government's film producer's rebate legislation, we expect to receive up to 40% of the budget in a rebate. We plan to raise the balance of the production budget by selling foreign distribution rights. We believe that high net worth investors would like the opportunity to own half the film, for an $1,000,000 cash advance, and an $8,000,000 million dollar letter of credit (LOC). The $1,000,000 would be used to secure a bankable director, a bankable actor, and producer's, and screenwriter's fees. The Letter of Credit is necessary to qualify for the Puerto Rican rebates, and the gap loans against foreign distribution contracts. This formula is minimally dilutive and upon successful deployment, would allow the Company to go into the production of the movie, with full ownership of domestic distribution. The Company has paid a $100,000 equipment leasing advance to a 3D camera equipment company.

"*Booty*" has been fully scripted and budgeted. We have capitalized costs of $205,578 related to this project. We optioned this property from Sony for $50,000 and will have a $500,000 rights payment due to Sony thirty days after commencement of principal photography. *"Booty"* is a family fun pirate's movie where eight women get kidnapped by pirates and upon arrival at the pirate's Caribbean hideout, the women overthrow the pirates and steal their ship filled with all the pirate's booty. A chase ensues that has all of history's famous pirate's after the women, and the treasure laden ship. *"Booty*" is to be shot in Puerto Rico. The financing formula for "*Booty*" is the same one that we're using for "Aubrey Blaze Piranhas." The difference being that the "*Booty*" budget is $25,000,000. The $1,000,000 advance in this financing model, will pay for the bankable star and director, and the $500,000 option fee due Sony. We are in discussions with numerous potential funding candidates. Subsequent to the completion of the financing, as with all of our movies, it will take about one year to get the film into distribution.

"*Three Dimensions of Jerusalem*" (TDOJ) has been fully scripted and budgeted. We have capitalized costs of $52,500 related to this project. This is a family-oriented, faith-based film to which we have attached as Producer/Director multiple Faith-Based award winning filmmaker, Michael Landon Jr. As screenwriter, we have secured Academy-Award-winning screenwriter Pamela Wallace, and as Executive in Charge, we have engaged former LucasFilm CEO Charlie Weber. As composer, we have Israeli Oscar nominated Composer Misha Segal; on special effects, Academy Award winning special effects artist Harvey Lowry, and on motion graphics and titles, 9-time Emmy-Award-winning graphic design artist Paul Sidlo. Currently, the film has a $6,000,000 production budget. Because there will not be a large enough budget to allow a bankable star to utilize the Puerto Rican film producer's rebates, our financing formula calls for the investors to advance $3,000,000 for half ownership. The balance of the budget would be funded through the Puerto Rican rebates, and distribution advances. This is an action/adventure story about three 12 year old boys that live in Jerusalem. One's Christian, one's Muslim, and one's Jewish. They're best friends and this story outlines the trials and, dangers that they encounter in today's Jerusalem.

"Gonzos 3 Double D" is a story treatment by Baywatch creators Michael Berk and Doug Schwartz. We have capitalized costs related to "*Gonzos 3DD*" (G3D) of $42,500. With G3D

being only a three million dollar budget, a bankable star isn't likely. Our plan is to secure a sponsor type investor, and use G3D as a 3D advertising vehicle.

For "*Kung Fu U*" *(KFU)* (Hulk Hogan slated to star), we have capitalized costs of $53,000. This is the story of a martial arts academy near Beverly Hills. They're sponsoring a summer self defense program with famous super heroes, where they teach the schools nerdy rich kids self defense. KFU is a comedy. The budget is $8,000,000. We plan to shoot this in Louisiana where we can capitalize on the 25% film producer's subsidy, and we're currently looking to secure a studio partnership for this project. As events develop slowly with studios, this movie is not a top priority. While StereoVision has been in the business of attempting to develop 3D entertainment business for over 10 years, 3D has only begun receiving mainstream acceptance in the last year or so.

The Company currently has minimal cash reserves. Fund Raising efforts will continue throughout the Company's active life-span.

The Company is constantly improving its 3-D technology, and utilizes the best of its technology on each project. To that extent, improvements in the technology occur with each successive film effort.

At present, the Company has no plans to acquire any plant facilities or additional equipment. As funding improves and the number of projects increases, the Company will hire more employees and consultants.

Analysis of Financial Conditions and Results of Operations.

During the last two years the Company has continued to develop its intellectual properties and work with wholly- owned subsidiary REZN8 to form a new management team.

The Company has minimal cash reserves and is depending on production fees from the sale of its Intellectual Properties, revenues from its subsidiary, REZN8, and loans from shareholders.

There has been a major surge in demand for the Company's core product, 3D entertainment content. This trend should improve the Company's ability to both raise money and secure content for production.

Off-Balance Sheet Arrangements.

There are currently no off-balance-sheet arrangements. If certain projects are funded utilizing limited partnerships or limited liability companies as the mechanism for investment, then these arrangements will be provided at a future point in time. The company does have some existing debt which, at the election of the individual creditors, may be converted into the company's common stock: $95,000, plus interest, is convertible at $0.05 per share, and $75,000 in additional debt is convertible at $0.10 per share. These conversions may occur at any time prior to the due date of the principal and interest.

Part E Issuance History

Item XVII List of securities offerings and shares issued for services in the past two years.

Note: all shares issued with a restrictive legend stating that the shares have not been registered under the Securities Act and setting forth or referring to the restrictions on transferability and sale of the shares under the Securities Act.

Dates	***Number of Shares***	***Price (total) Per Share***	***Rule Jurisdiction***	***Consideration (Recipients)***
1/31/11	500,000	$25,000 (0.05)	Rule 4(2) Florida	Rent on Corporate Residence
1/31/11	400,000	$20,000 (0.05)	Rule 4(2) Florida	Director's fees / services over two years for Steven L. Williams
1/31/11	400,000	$20,000 (0.05)	Rule 4(2) P. Rico	Director's fees / services over two years for Andres Romero
1/31/11	125,000	$6,250 (0.05)	Rule 4(2) Florida	Consulting Services (banking) by Leonard Werner
2/10/11	200,000	$20,000 (0.10)	Rule 4(2) Florida	Late fee on 9/8/09 loan
1/31/11	1,910,682	$95,000 (0.05)	Rule 4(2) Florida	loan conversions, plus interest 5 holders
1/31/11	15,000,000	$750,000 (0.05)	Rule 4(2) Florida	$450,000 of back debt and $300,000 current services rendered by John Honour
1/31/11	100,000	$ 5,000 (0.05)	Rule 4(2) California	Consulting services/broadcast by Tim Kuglin
4/25/11	200,000	$10,000 (0.05)	Rule 4(2) California	convert loan
4/27/11	100,000	$ 5,000 (0.05)	Rule 4(2) California	3D broadcast consulting, by Dan Symmes
6/10 to 8/18 2011	600,000	$60,000 (0.10)	Rule 4(2) Rule 4(2)	Loan conversion/payout Note interest
7/5/11	20,000	$ 1,000 (0.05)	Rule 4(2) Florida	convert loan

7/12/11	500,000	$400,000 (0.80)	Rule 4(2) California	settle back rent debt/REZN8
8/18/11	50,000	$2,500 (0.05)	Rule 4(2) California	Legal Services rendered Sony deal, by Denny Bond
12/1/11	125,000	$ 5,000 (0.04)	Rule 4(2) Florida	convert loan
12/5/11	250,000	$12,500 (0.05)	Rule 4(2) Florida	consulting services on global stock markets
2/23/12	11,611,000	unknown California	Rule 506	Share Exchange - Section 368 Paul Sidlo (1,111,000 shares) Robert Block (10,500,000 shares) REZN8 acquisition
1/9/13	1,000,000	$15,000 (0.15)	Rule 4(2) Florida	loan conversion (stated rate)
1/15/13	100,000	$ 5,000 (0.05)	Rule 4(2) California	expenses of show
3/6/13	750,000	$75,000 (0.10)	Rule 4(2)	Financial services consulting by Tony Banducci

Part F Exhibits

Item XVIII Material Contracts.

Exhibit 4.1	Convertible debenture - Form
Exhibit 10.1	Consulting Agreement, with J. Jack Honour, dated November 26, 2010
Exhibit 10.2	Consulting Agreement with Stephan Williams, dated April 8, 2013 (President of REZN8)
Exhibit 10.3	Consulting Agreement with Charles Webber and Weber Communications, Inc. - Operations of REZN8, dated November 12, 2012

Financial Statements:

Unaudited Quarterly Report for quarters ended June 30, 2013 and March 30, 2013
Unaudited Annual Report for the fiscal years ended June 30, 2013 and June 30, 2012

Item XIX Articles of Incorporation and Bylaws.

Exhibit 3.1	Articles of incorporation, dated December 23, 1999
Exhibit 3.2	Agreement and Plan of Merger, dated January 10, 2000, between SVE the Company and Kestrel Equity Corporation
Exhibit 3.3	Amendment of Articles for Name Change, dated January 31, 2000
Exhibit 3.4.	A complete copy of the bylaws..

Item XX Purchases of Equity Securities by the Issuer and Affiliated Purchasers.

None.

Item XXI Issuer's Certifications.

I, Steven Williams, chief financial officer, certify that:

1. I have reviewed this Initial Company Information and Disclosure Statement of Stereo Vision Entertainment, Inc.;

2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and

3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Date:

/s/ *Steven Williams*
Steven Williams CFO
Stereo Vision Entertainment, Inc.

Stereo Vision Entertainment, Inc.
Unaudited Financial Statements
Quarter Ending June 30, 2013

Balance Sheet

ASSETS:	(Unaudited) June 30, 2013	(Unaudited) Mar 30, 2013
Current Assets:		
	$	$
Cash	694	13,343
Prepaid Expenses & Loan to Shareholder	29,917	30,331
Total Current Assets	30,611	43,674
Fixed Assets:		
Office Equipment	16,745	16,745
Less Accumulated Depreciation	(16,745)	(16,745)
Net Fixed Assets	0	0
Intangible and Other Non-Current Assets:		
Films, Manuscripts, Recordings and Similar Property	430,078	430,078
REZN 8	20,000	20,000
Investment in Mad Dogs & Oakies	11,893	11,893
Total Intangible and Other Non-Current Assets:	461,971	461,971
Total Assets	492,582	505,564
LIABILITIES AND STOCKHOLDERS' EQUITY:		
Liabilities:		
	$	$
Accounts Payable	349,143	271,767
Accrued Expenses	1,388,432	1,314,588
Lawsuit Payable	32,411	32,411
Loans from Shareholders	1,638,018	1,685,712
Total Current Liabilities	3,408,004	3,304,478
Stockholders' Equity:		
Common Stock, $.001 Par value Authorized 100,000,000 shares, Issued 67,653,820 at June 30, 2013 and 65,903,836 at June 30, 2012	67,653	67,654
Common Stock to be Issued, 96,000 shares at June 30, 2013 and June 30, 2012	96	96
Additional Paid-In Capital	16,031,179	16,031,179
Deficit Accumulated During the Development Stage	(18,564,203)	(18,897,763)
Total Stockholders' Equity	(2,465,275)	(2,798,930)
Total Liabilities and Stockholders' Equity	492,995	505,644

Income Statement

	(Unaudited) For the Quarter Ended	
	06-30-13	03-31-13
Revenues	$ -	$ -
Expenses		
Research & Development	-	-
General & Administrative	14,164	35,497
Salaries & Consulting	76,500	115,420
Advertising & Promotion	3,196	2,139
Loss on Investment	-	-
Lawsuit Settlement	-	-
Operating Loss	(93,860)	(198,169)
Other Income (Expense):		
Interest Income		
Interest Expense	(22,315)	(45,113)
Investment Fee	-	-
Loss on Sale of Assets	-	-
Write off of Note Receivable	-	-
Gain on Forgiveness of Debt	-	
Gain (Loss) on Available for Sale Securities	-	-
Total Other Income (Expense)	(22,315)	(45,113)
Net Loss Before Taxes	(116,175)	(198,169)
Income Tax Expense	-	-
Net Loss	(116,175)	(198,169)
Basic & Diluted Loss Per Share	(0.01)	(0.01)
Weighted Average	67,653,820	67,653,820

Stereo Vision Entertainment, Inc.
Unaudited Financial Statements
Fiscal year ending June 30, 2013

Balance Sheet

ASSETS:	(Unaudited) June 30, 2013	(Unaudited) June 30, 2012
Current Assets:		
	$	$
Cash	694	3,884
Prepaid Expenses	29,917	29,917
Total Current Assets	30,611	33,801
Fixed Assets:		
Office Equipment	16,745	16,745
Less Accumulated Depreciation	(16,745)	(16,745)
Net Fixed Assets	0	0
Intangible and Other Non-Current Assets:		
Films, Manuscripts, Recordings and Similar Property	430,078	430,078
REZN 8	20,000	20,000
Investment in Mad Dogs & Oakies	11,893	11,893
Total Intangible and Other Non-Current Assets:	461,971	461,971
Total Assets	492,582	495,772
LIABILITIES AND STOCKHOLDERS' EQUITY:		
Liabilities:		
	$	$
Accounts Payable	349,143	314,443
Accrued Expenses	1,388,432	1,054,693
Lawsuit Payable	32,411	32,411
Loans from Shareholders	1,638,018	1,635,499
Total Current Liabilities	3,408,004	3,037,046
Stockholders' Equity:		
Common Stock, $.001 Par value		
Authorized 100,000,000 shares,		
Issued 67,653,820 at June 30, 2013		
and 65,903,836 at June 30, 2012	67,653	65,904
Common Stock to be Issued, 96,000 shares at		
June 30, 2013 and June 30, 2012	96	96
Additional Paid-In Capital	16,031,179	15,956,929
Deficit Accumulated During the Development Stage	(18,564,203)	(18,564,203)
Total Stockholders' Equity	(2,465,275)	(2,541,274)
Total Liabilities and Stockholders' Equity	492,995	495,772

Income Statement

	(Unaudited) For the Twelve Months Ended 30-Jun	
	2013	2012
Revenues	$ -	$ -
Expenses		
Research & Development	-	-
General & Administrative	77,686	78,255
Salaries & Consulting	350,845	324,611
Advertising & Promotion	5,940	1,361
Loss on Investment	-	-
Lawsuit Settlement	-	-
Operating Loss	(434,471)	(404,227)
Other Income (Expense):		
Interest Income		
Interest Expense	(85,139)	(67,133)
Investment Fee	-	-
Loss on Sale of Assets	-	-
Write off of Note Receivable	-	-
Gain on Forgiveness of Debt	-	
Gain (Loss) on Available for Sale Securities	-	-
Total Other Income (Expense)	(85,139)	(67,133)
Net Loss Before Taxes	(519,610)	(471,360)
Income Tax Expense	-	-
Net Loss	(519,610)	(471,360)
Basic & Diluted Loss Per Share	(0.01)	(0.01)
Weighted Average	67,653,820	65,903,836

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of accounting policies for Stereo Vision Entertainment, Inc. is presented to assist in understanding the Company's financial statements. The accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

The unaudited financial statements as of June 2013 in the opinion of management, include all adjustments (which are only normally recurring adjustments) necessary to fairly state the financial position and results of operations for the twelve months. Operating results for interim periods are not necessarily indicative of the results which can be expected for full years.

Nature of Operations and Going Concern

The accompanying financial statements have been prepared on the basis of accounting principles applicable to a “going concern”, which assumes that the Company will continue in operation for at least one year and will be able to realize its assets and discharge its liabilities in the normal course of operations.

Several conditions and events cast doubt about the Company’s ability to continue as a “going concern”. The Company has incurred net losses of approximately $19,040,154 for the period from May 5, 1999 (inception) to June 30, 2013, has a liquidity problem, and requires additional financing in order to finance its business activities on an ongoing basis. The Company is actively pursuing alternative financing and has had discussions with various third parties, although no firm commitments have been obtained. In the interim, shareholders of the Company have continued to meet its minimal operating expenses as they have done in the past.

The Company’s future capital requirements will depend on numerous factors including, but not limited to, continued progress developing its products and market penetration and profitable operations.

These financial statements do not reflect adjustments that would be necessary if the Company were unable to continue as a “going concern”. While management believes that the actions already taken or planned, will mitigate the adverse conditions and events which raise doubt about the validity of the “going concern” assumption used in preparing these financial statements, there can be no assurance that these actions will be successful.

If the Company were unable to continue as a “going concern”, then substantial adjustments would be necessary to the carrying values of assets, the reported amounts of its liabilities, the reported expenses, and the balance sheet classifications used.

Principles of Consolidation

The consolidated financial statements for the twelve months ended June 30, 2013 include the accounts of the parent entity and its wholly-owned subsidiaries TDOJ LLC and REZN8. TDOJ was formed on March 17, 2009 and has no operations as of June 30, 2013. REZN8 was tentatively acquired during January 2011, and the acquisition was completed in October of 2011, and the company has had minimal operations in the interim.

All significant intercompany balances and transactions have been eliminated.

Organization and Basis of Presentation

The Company was incorporated under the laws of the State of Nevada on December 23, 1999. As of June 30, 2013, the Company is in the development stage, and has not commenced planned principal operations.

Nature of Business

The Company intends to position itself to evolve into a vertically integrated, diversified media entertainment company. The Company anticipates generating revenues from several sources, including production of new feature films in both 3-D and 2-D format for theatrical and direct to DVD release, as well as expanding into other areas of the entertainment industry including the licensing of its film rights to the video gaming industry.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents to the extent the funds are not being held for investment purposes.

Pervasiveness of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles required management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Fair Value of Financial Instruments

The carrying value of the Company's financial instruments, including accounts payable and accrued liabilities at June 30, 2013 approximates their fair values due to the short-term nature of these financial instruments.

Loss per Share

Basic loss per share has been computed by dividing the loss for the year applicable to the common stockholders by the weighted average number of common shares outstanding during the year. The effect of outstanding common stock equivalents would be anti-dilutive for June 30, 2013 and are thus not considered. At June 30, 2013, there were no outstanding common stock equivalents.

Reclassification

Certain reclassifications have been made in the 2012 financial statements to conform with the 2013 presentation.

Intangible Assets

Intangible assets consist of movie and music licensing rights and production costs and are

valued at cost. As of June 30, 2013, the Company had $430,078 in film costs that are in the development stage or pre-production stage.

The Company identifies and records impairment losses on intangible assets when events and circumstances indicate that such assets might be impaired or when the property is not set for production within three years of acquisition. The Company considers factors such as significant changes in the regulatory or business climate and projected future cash flows from the respective asset. Impairment losses are measured as the amount by which the carrying amount of intangible asset exceeds its fair value.

NOTE 2 - INCOME TAXES

As of December 31, 2013, the Company had a net operating loss carry forward for income tax reporting purposes of approximately $19,040,154 that may be offset against future taxable income through 2032. Current tax laws limit the amount of loss available to be offset against future taxable income when a substantial change in ownership occurs. Therefore, the amount available to offset future taxable income may be limited. No tax benefit has been reported in the financial statements, because the Company believes there is a 50% or greater chance the carry-forwards will expire unused. Accordingly, the potential tax benefits of the loss carry-forwards are offset by a valuation allowance of the same amount.

	2013	2012
Net Operating Losses	$3,072,610	$2,553,000
Valuation Allowance	(3,072,610)	(2,553,000)
	$ -	$ -

The provision for income taxes differs from the amount computed using the federal US statutory income tax rate as follows:

	2013	2012
Provision (Benefit) at US Statutory Rate	0	0
Increase (Decrease) in Valuation Allowance	0	0
	$ -	$ -

The Company evaluates its valuation allowance requirements based on projected future operations. When circumstances change and causes a change in management's judgment about the recoverability of deferred tax assets, the impact of the change on the valuation is reflected in current income.

NOTE 3 - DEVELOPMENT STAGE COMPANY/ GOING CONCERN

The Company has not begun principal operations and as is common with a development stage company, the Company has had recurring losses during its development stage. Continuation of the Company as a going concern is dependent upon obtaining the additional working capital necessary to be successful in its planned activity. The management of the Company has developed a strategy, which it believes will accomplish this objective through additional equity funding and long term financing, which will enable the Company to operate for the coming year.

NOTE 4 - RENT EXPENSE

The Company's principal executive offices are located at 15452 Cabrito Road, Suite 204, Van Nuys, CA 91406 and consist of approximately 2,500 square feet of furnished executive suite offices and reception and conference room arrangements. The lease expired in June 2005. Since the lease expired, the Company is on a month to month lease. The monthly rent for the property is $2,500.

NOTE 5 - LOANS FROM SHAREHOLDERS AND OTHER RELATED PARTY TRANSACTIONS

As of June 30, 2013, the company owed $1,638,018 to various shareholders, officers and directors. The loans are unsecured with interest at rates of between 4% to 12% and have no fixed terms of repayment.

During the three months ended September 30, 2010, the Company borrowed $10,000 from various shareholders. These loans are convertible to common stock of the Company at a conversion rate of $0.05 per share. These notes are convertible immediately and are due on demand.

During the three months ended December 31, 2010, the Company borrowed $20,000 from various shareholders. These loans are convertible to common stock of the Company at a conversion rate of $0.05 per share. These notes are convertible immediately are due on demand.

During the three months ended March 31, 2011, the Company borrowed $30,000 from various shareholders. These loans are convertible to common stock of the Company at a conversion rate of $0.05 per share. These notes are convertible immediately are due on demand.

During the three months ended December 31, 2011, the Company borrowed $50,000 from shareholder Alex A. Ertle, This loan is convertible to common stock of the company at a $0.05 per share. This note is convertible immediately and due on demand.

During the three months ended March 31, 2012, the Company borrowed $25,000 from shareholder William Lopez. This loan is convertible to common stock of the company at a $0.05 per share. This note is convertible immediately and due on demand.

Subsequent event - During the six months ended December 31, 2012, the company borrowed $25,000 from various shareholders. These loans are convertible to common stock of the Company at a conversion rate of $0.05 per share. These notes are convertible immediately and are due on demand.

NOTE 6 - COMMON STOCK TRANSACTIONS

During the quarter ended September 30, 2010, the company issued 500,000 new shares for loan conversions (200,000), services rendered (200,000) and rent (100,000).

During the quarter ended December 31, 2010, the company issued 200,000 new shares for loan conversions.

During the quarter ended March 31, 2011, the company issued 18,335,682 new shares as follows: 6,925,000 shares to individuals for services, 10,910,682 shares for note conversions and interest, and 500,000 shares for rental expenses.

During the quarter ended June 30, 2011, the company issued 500,000 new shares for notes payable to be converted, and 100,000 for personal services.

During the quarter ended September 30, 2011, the company issued 570,000 new shares to shareholders, 500,000 for debt settlements, 50,000 for services and 20,000 in loan conversions.

During the quarter ended December 31, 2011, the company issued 250,000 new shares to Steve Previch for consulting and another 125,000 for ongoing loan conversions.

During the quarter ended March 31, 2012, the company issued 11,110,000 shares for the acquisition of REZN8, and an additional 500,000 shares upon exercise of options held by Robert Block.

NOTE 7 - STOCK SPLIT

None in the preceding three-year period.

NOTE 8 - COMMITMENTS

On November 26, 2010, the Company entered into a consulting agreement with John Honour whereby Mr. Honour will be paid $300,000 per year. This agreement shall be in effect for a period of three years, ending November 25, 2013.

NOTE 9 - STOCK OPTIONS

At June 30, 2013, there were no stock options outstanding.

NOTE 10 - LEGAL PROCEEDINGS

In September of 2001 the company entered into a promissory note with Duncan MacPhearson to be payable within the year. A dispute arose and the note was not timely paid, which led to a court action styled *R. Duncan MacPhearson vs. Stereo Vision Entertainment, et. al.*, Case No. LC 0611749, in Los Angeles, California. Subsequently, the parties, on January 26, 2004, entered into a Settlement Agreement, including default provisions if scheduled payments did not occur as agreed. 25,000 shares of restricted stock, valued at $25,000, were delivered and $42,500 of payments was made, but the final $10,000 was not paid. According to the stipulated judgment agreement, this resulted in the plaintiff's entry of a judgment, according to notice received by the company, of $37,411, which was then appealed by the Company as incorrect. The appellate court disagreed and allowed the entry of judgment as filed, stating that the 25,000 shares had "no value" and allowing $37,411 to be imposed against the Company. Therefore, the

company has paid $42,500 in cash, $25,000 in restricted stock, and owed $37,411, which had been accrued as a liability in the financial statements, for a total lawsuit resolution of $104,911. At June 30, 2012, the total amount due was $32,411

The Company has been served with a judgment in the amount of $6,600 by an individual in Pennsylvania. As of June 30, 2012, this amount has been recorded as a liability in the accompanying financial statements.

The Company has received notice that it is in breach of its former contract with the Investor Relations Group which claims it is owed $17,676 as well as 40,000 shares of restricted stock. As of June 30, 2012 and June 30, 2011, this amount has been recorded as a liability in the accompanying financial statements. The issuance of the common stock has also been recorded and valued at $10,100. As of June 30, 2012, the stock has not been issued.

The Company has recently been served with a complaint for unpaid commissions owed due to share issuances in the REZN8 acquisition, but this complaint is being vigorously defended and the Company does not believe it suffer losses in excess of its legal fees. No reserves have been allocated for results of this litigation.

January 4, 2011, the company announced that it has completed the acquisition of REZN8 Productions effective 12/31/2010. Stereo Vision paid 11,110,000 restricted common shares for 100% of REZN8. REZN8 will operate as a Stereo Vision wholly-owned subsidiary. In concert with REZN8's Chairman, Robert S. Block, REZN8's founder Paul Sidlo, will continue to serve as the operational management of the company for a 5-year period commencing with the completion of the acquisition. Sidlo has since left the Company without anything due and without prejudice

NOTE 11 - INVESTMENT IN JAMOAKIE PRODUCTIONS

On May 2, 2005, the Company signed an agreement with Mr. Jamie Oldaker to acquire a 10% interest in JamOakie Productions which entitles the company to 10% of the profits from the album, “Mad Dogs & Oakies” which has subsequently been released. The Company has the right but not the obligation to finance future JamOakie projects. The price paid was 20,000 unregistered common shares of the Company which were worth $6,000 at the time, and $5,893 in cash.

NOTE 12 - FILM AND MUSIC COSTS

The Company has intangible assets which consist of movie licensing rights and development costs which are valued at cost. As of June 30, 2013, the Company had $430,078 invested in film projects that are in the development or pre-production stage.

Exhibit 3.1

SECRETARY OF STATE

[SEAL OF THE STATE OF NEVADA]

CORPORATE CHARTER

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that SVE Merger, Inc. did on December 23, 1999 file in this office the original Articles of Incorporation; that said Articles are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office, in Carson City, Nevada, on December 27, 1999.

/s/ Dean Heller

[GREAT SEAL OF THE STATEOF NEVADA HERE]
Secretary of State
By /s/ signature
Certification Clerk

FILED # C33130-9
DEC 23 1999
IN THE OFFICE OF
/S/ DEAN HELLER
DEAN HELLER SECRETARY OF STATE

ARTICLES OF INCORPORATION SVE MERGER, INC.

The person hereinafter named as incorporator, for the purpose of establishing a corporation, under the provisions and subject to the requirements of Title 7, Chapter 78 of Nevada Revised Statutes, and the acts amendatory thereof, and hereinafier sometimes referred to as the General Corporation Law of the State of Nevada, does hereby adopt and make the following Articles of lncorporation:

FIRST: The name of the corporation (the "Corporation") is SVE Merger, Inc.

SECOND: The name of the Corporation's resident agent in the State of Nevada is Paracorp, Inc., and the street address of the said resident agent where process may be served on the Corporation is 318 Carson Street, Suite 208, Carson City 89701. The mailing address and the street address of the said resident agent are identical.

THIRD: The number of shares the corporation is authorized to issue is 100,000,000, all of which are of a par value of $.00l each. All of said shares are of one class and are designated as Common Stock.

FOURTH: The number of members constituting the first Board of Directors of the Corporation is one; and the name and the post office box or street address, either residence or business, of said member is as follows:

NAME	ADDRESS
Lawrence Kallet	11166 Burbank Blvd. North Hollywood, CA 91601

The number of directors of the Corporation may be increased or decreased in the manner provided in the Bylaws of the corporation provided, that the number of directors shall never be less than one. In the interim between elections of directors by stockholders entitled to vote, all vacancies, including vacancies caused by an increase in the number of directors and including vacancies resulting from the removal of directors by the stockholders entitled to vote which are not filled by said stockholders, may be filled by the remaining directors, though less than a quorum.

FIFTH: The name and the post office box or street address, either residence or business, or the incorporator signing these Articles of Incorporation are as follows:

NAME	ADDRESS
Angela Ip	Jeffers, Shaff & Falk, LLP 18881 Von Karman, Suite 1400 Irvine, CA 92612

SIXTH: The Corporation shall have perpetual existence.

SEVENTH: The personal liability of the directors of the corporation is hereby eliminated to the fullest extent permitted by the General Corporation Law of the State of Nevada, as the same may be amended and supplemented.

EIGHTH: The Corporation shall, to the fullest extent permitted by the General Corporation Law of the State of Nevada, as the same may be amended and supplemented, indemnify any and all persons whom it shall

have power to indemnify under said Law from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said Law, and the indemnification provided for herein shall not be deemed exc1usive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

NINTH: The nature of the business of the corporation and the objects or the purposes to be transacted, promoted, or carried on by it is to engage in any lawful activity for which a Corporation may be organized under the General Corporation Law of Nevada.

TENTH: The corporation reserves the right to amend, alter, change, or repeal any provision contained in these Articles of lncorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, the undersigned person does hereby execute these Articles of Incorporation on December 23, 1999.

/s/ Angela Ip

Angela Ip, Incorporator

Exhibit 3.2

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") dated January 10, 2000, is entered into between Kestrel Equity Corporation, an Arizona corporation ("Kestrel"), and SVE Merger, Inc., a Nevada corporation ("SVE"). Kestrel and SVE are hereinafter collectively referred to as the "Constituent Corporations."

RECITALS

A. Kestrel is a corporation duly organized and existing under the laws of the State of Arizona.

B. SVE is a corporation duly organized and existing under the laws of the State of Nevada for the sole purpose of effecting the reincorporation of Kestrel in Nevada in a tax-free reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code;

C. On the date of this Agreement, Kestrel has authority to issue 100,000,000 shares of common stock, $.001 par value per share ("Kestrel Common Stock"), of which 5,200,000 shares are issued and outstanding;

D. On the date of this Agreement, SVE has the authority to issue 100,000,000 shares of common stock, $.001 par value per share ("SVE Common Stock"), of which 1 share is issued and outstanding and owned by Kestrel;

E. The Boards of Directors of Kestrel and SVE have determined that it is advisable and in the best interest of their respective corporations that Kestrel merge with and into SVE upon the terms and subject to the conditions set forth in this Agreement for the purpose of effecting the change of the state of incorporation of Kestrel from Arizona to Nevada;

F. The respective Boards of Directors of Kestrel and SVE have, by resolutions duly adopted by Unanimous Written Consent, approved this Agreement; and

G. Kestrel has approved this Agreement as the sole stockholder of SVE and the majority of the shareholders of Kestrel have approved this Agreement at the Kestrel annual meeting held on December 27, 1999.

NOW , THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Kestrel and SVE hereby agree as follows:

a. MERGER. Kestrel shall be merged with and into SVE (the "Merger"), and SVE shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). The Merger shall become effective upon the date and at the time of filing of an appropriate certificate of merger, providing for the Merger, with the Secretary of State of the State of Nevada (the "Effective Time"). A Certificate of Merger shall also be filed with the Secretary of State of the State of Arizona.

b. GOVERNING DOCUMENTS. The Articles of Incorporation of SVE, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation as thereafter amended in accordance with the provisions thereon and applicable laws. The bylaws of SVE, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation, without change or amendment until thereafter amended in accordance with the provisions thereof, the provisions of the Articles of Incorporation of the Surviving Corporation and applicable laws.

c. SUCCESSION. At the Effective Time, the separate corporate existence of Kestrel shall cease, and SVE shall possess all the rights, privileges, powers and franchises both of a public as well as of a private nature, and shall be subject to all the restrictions, liabilities and duties of each of the Constituent Corporations; and all singular rights, privileges, powers and franchises of each of the Constituent Corporations, shall be vested in the Surviving Corporation and all property, rights, privileges, powers and franchises, and all and every other interest, shall be transferred to and vested in the Surviving Corporation, and the title to any real estate vested by deed or otherwise in either of such Constituent Corporations shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of Kestrel shall be preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place. All debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of Kestrel, its shareholders, Board of Directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to Kestrel. The employees and agents of Kestrel shall become the

employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of Kestrel, subject to the same limitations with respect thereto. The requirements of any plans or agreements of Kestrel involving the issuance or purchase by Kestrel of certain shares of its capital stock shall be satisfied by the issuance or purchase of a like number of shares of the Surviving Corporation.

d. DIRECTORS AND OFFICERS. The directors and officers of Kestrel at the Effective Time shall be and become directors and officers, holding the same titles and positions, of the Surviving Corporation at the Effective Time, and after the Effective Time shall serve in accordance with the bylaws of the Surviving Corporation.

e. FURTHER ASSURANCES. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Kestrel such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other actions, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Kestrel, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Kestrel or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

f. CONVERSION OF SHARES. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

i. each share of Kestrel Common Stock outstanding immediately prior to the Effective Time shall be changed and converted into one (1) fully paid and non-assessable share of SVE Common Stock; and

ii. the one (1) share of SVE Common Stock presently issued and outstanding in the name of Kestrel shall be canceled and retired and resume the status of authorized and unissued shares of SVE Common Stock, and no shares of SVE Common Stock or other securities of SVE shall be issued in respect thereof.

g. WARRANTS. Each warrant to purchase shares of Kestrel Common Stock which is outstanding at the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become a warrant to purchase shares of SVE Common Stock upon the terms and subject to the conditions and adjustments as set forth in such warrant and in the resolutions authorizing such warrants, as in effect immediately prior to the Effective Time. The same number of shares of SVE Common Stock shall be reserved for purposes of the warrants as is equal to the number of shares of Kestrel Common Stock so reserved as of the Effective Time.

h. OPTIONS. Each option to purchase shares of Kestrel Common Stock which is outstanding at the Effective Time shall, by virtue of the Merger and without any action on the part of the holder hereof, be converted into and become an option to purchase shares of SVE Common Stock upon the terms and subject to the same conditions and adjustments as in effect in such option immediately prior to the Effective Time. The same number of share of SVE Common Stock shall be reserved for purposes of the options as is equal to the number of shares of Kestrel Common Stock so reserved as of the Effective Time.

i. OTHER EMPLOYEE BENEFIT PLANS. At the Effective Time, the obligations of Kestrel under or with respect to every plan, trust, program and benefit then in effect or administered by Kestrel on behalf or for the benefit of the officers and employees of Kestrel, including plans, trusts, programs and benefits administered by Kestrel in which subsidiaries of Kestrel, their officers and employees currently are permitted to participate (the "Employee Benefit Plans"), shall become the lawful obligations of SVE and shall be implemented and administered in the same manner and without interruption until the same are amended or otherwise lawfully altered or terminated. Effective at the Effective Time, SVE hereby expressly adopts and assumes all obligations of Kestrel under and with respect to all Employee Benefit Plans.

j. STOCK CERTIFICATES. At and after the Effective Time, all of the outstanding certificates which, immediately prior to the Effective Time, represented shares of Kestrel Common Stock shall be deemed for all purposes to evidence ownership of, and to represent, as the case may be, shares of SVE Common Stock into which shares of Kestrel Common Stock, formerly represented by such certificates, have been converted as herein provided.

k. NAME CHANGE. At the Effective Time, Surviving Corporation

shall file with the Nevada Secretary of State Articles of Amendment to its Articles of Incorporation to change the name of the corporation to Stereo Vision Entertainment, Inc.

l. AMENDMENT. Subject to applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein; provided, however, that no such amendment, modification or supplement not adopted and approved by the shareholders of Kestrel and SVE shall affect the rights of the shareholders of either or both such corporations in a manner which is materially adverse to the shareholders of either or both such corporations.

m. ABANDONMENT. At any time prior to the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the Boards of Directors of either Kestrel or SVE, notwithstanding approval of this Agreement by the sole stockholder of SVE or by the shareholders of Kestrel, or both, if in the opinion of such Boards of Directors, the Merger is for any reason inadvisable.

n. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned to any party without the prior written consent of the other party hereto.

IN W ITNESS W HEREOF, Kestrel and SVE have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

KESTREL EQUITY CORPORATION
an Arizona corporation

By: /S/ *Lance Putnam*

Lance Putnam, President

SVE MERGER, INC.
a Nevada corporation

By:/S/ *Lance Putnam*

Lance Putnam, President

Exhibit 3.3

AMENDMENT TO ARTICLES OF INCORPORATION SVE MERGER, INC.

The undersigned, being the President and Secretary of SVE Merger, Inc., a corporation organized and existing under the laws of the State of Nevada, does hereby certify:

That by a vote of the shareholders, effective December 27, 1999, a majority of the shareholders approved an amendment to the Articles of Incorporation as follows:

Article I of the existing Articles of Incorporation is amended to read as follows:

The name of the corporation is STEREO VISION ENTERTAINMENT, INC.

Further, that the Board of Directors, at a meeting held on December 27, 1999, adopted a resolution to amend the Articles of Incorporation. The amendment set forth below to the Company's Articles of Incorporation was duly adopted in accordance with the provisions of the Nevada Revised Statutes § 78.207 by unanimous vote of the Board of Directors of the Company and shall be effective upon filing.

The number of shares of the corporation outstanding and entitled to vote on an amendment to the Articles of Incorporation is 5,200,000; that the amendment has been consented to and approved by a majority vote of the stockholders holding at least a majority of each class of stock outstanding and entitled to vote thereon.

/s/ Lance Putnam
Lance Putnam
President and Secretary
SVE Merger, Inc.

Exhibit 3.4

BYLAWS OF
STEREO VISION ENTERTAINMENT, INC.

(*a Nevada Corporation)*

ARTICLE I
OFFICES

Section 1.1 REGISTERED OFFICE

The registered office of SVE Merger, Inc. (the "Company") in the State of Nevada shall be located at the principal place of business in that state of the Company or individual acting as the Company's registered agent in the State of Nevada.

Section 1.2 PRINCIPAL EXECUTIVE OFFICE

The principal executive office of the Company for the transaction of the business of the Company shall be at such place as may be established by the Board of Directors (the "Board"). The Board is granted full power and authority to change said principal executive office from one location to another.

Section 1.3 OTHER OFFICES

The Company may have other offices, either within or without the State of Nevada, at such place or places as the Board from time to time may designate or the business of the Company may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 2.1 DATE, TIME AND PLACE

Meetings of stockholders of the Company shall be held on such date and at such time and place, either within or without the State of Nevada, as shall be designated by the Board and stated in the written notice of the meeting or in a duly executed written waiver of notice of the meeting.

Section 2.2 ANNUAL MEETINGS

Annual meetings of stockholders for the election of directors to the Board and for the transaction of such other business as may be stated in the written notice of the meeting or as may properly come before the meeting shall be held on such date and at such time and place, either within or without the State of Nevada, as shall be designated by the Board and stated in the written notice of the meeting or in a duly executed written waiver of notice of the meeting.

Section 2.3 SPECIAL MEETINGS

Special meetings of stockholders for any purpose or purposes, unless otherwise prescribed by the Nevada

Revised Statutes ("NRS"), the Articles of Incorporation or these Bylaws, may be called by the Board or the President. Special meetings of stockholders shall be called by the Board or the Secretary at the written request of one or more stockholders holding shares in the aggregate entitled to cast not less than ten percent (10%) of the votes of shares of the capital stock of the Company issued and outstanding and entitled to vote at such meeting. Such written request shall state the purpose or purposes for which the special meeting is called. The place, date and time of a special meeting shall be fixed by the Board or the officer calling the meeting and shall be stated in the written notice of such meeting, which notice shall state the purpose or purposes stated in the written notice of meeting and matters germane thereto.

Section 2.4 NOTICE OF MEETINGS

Written notice of the place, date and time of, a meeting of stockholders shall be given to each stockholder of record entitled to vote at such meeting, in the manner prescribed by Section 2.6 of these Bylaws, not less than ten (10) nor more than sixty (60) days prior to the date of the meeting. Notice of meetings shall be in writing and signed by the President or Vice President, or the Secretary or an Assistant Secretary, or by such other persons as the Board shall designate.

Section 2.5 STOCKHOLDER LIST

The Secretary or other officer in charge of the stock ledger of the Company shall prepare and make, at least ten (10) days prior to a meeting of stockholders, a complete list of stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares of stock of the Company registered in the name of each stockholder. Such list shall be open to examination by any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list also shall be produced and kept at the place and time of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 2.6 VOTING RIGHTS

In order that the Company may determine the stockholders entitled to notice of, and to vote at, a meeting of stockholders or at any adjournment(s) thereof or to express consent or dissent to corporate action in writing without a meeting, the Board may fix a record date in the manner prescribed by Section of these Bylaws. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy in the manner prescribed by Section 2.7 of these Bylaws. Except as specifically provided otherwise by the NRS, the Articles of Incorporation, or these Bylaws, each holder of capital stock entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting shall be entitled to one vote for each share of such stock registered in such stockholder's name on the books and records of the Company as of the record date.

Section 2.7 PROXIES

Each proxy shall be in writing and shall be executed by the stockholder giving the proxy or by such stockholder's duly authorized officer, director, employee or agent by causing the signatures of the stockholder to be applied to the writing by any reasonable manner, including facsimiles. No proxy is valid after the expiration of six months from the date of its creation, unless it is coupled with an interest, or unless

it specifies a duration, which may not exceed seven (7) years, shall be voted or acted upon after three (3) years from its date, unless the proxy expressly provides for a longer period. Unless and until voted, every proxy shall be revocable at the pleasure of the person who executed it or of his or her legal representative or assigns, except in those cases where an irrevocable proxy permitted by the NRS shall have been given.

Section 2.8 QUORUM AND ADJOURNMENT(S) OF MEETINGS

Except as specifically provided otherwise by the NRS, the Articles of Incorporation, or these Bylaws, a majority of the aggregate number of shares of each class of capital stock issued and outstanding and entitled to vote, present in person or represented by proxy, shall constitute a quorum for the transaction of business at a meeting of stockholders. If such majority shall not be present in person or represented by proxy at a meeting of stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time until holders of the requisite number of shares of stock entitled to vote at the meeting shall be present in person or represented by proxy. When a meeting of stockholders is adjourned to another place, date or time, notice need not be given of the adjourned meeting if the place, date, and time of such adjourned meeting are announced at the meeting at which the adjournment is taken. At any such adjourned meeting at which a quorum shall be present in person or represented by proxy, stockholders may transact any business that might have been transacted at the meeting as originally noticed, but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment(s) thereof. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. Stockholders may participate in a meeting by means of a telephone conference call or similar method of communication by which all persons participating in the meeting can hear each other.

Section 2.9 REQUIRED VOTE

Except as specifically provided otherwise by the NRS, the Articles of Incorporation, or these Bylaws, the affirmative vote of a majority of the shares of each class of capital stock present in person or represented by proxy at a meeting of stockholders at which a quorum is present and entitled to vote on the subject matter (including, but not limited to, the election of directors to the Board) shall be the act of the stockholders with respect to the matter voted upon.

Section 2.10 ACTION WITHOUT MEETING

Notwithstanding contrary provisions of these Bylaws covering notices and meetings, any action required or permitted to be taken at an annual or special meeting of stockholders may be taken by stockholders without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by a majority of the holders of shares of capital stock issued and outstanding and entitled to vote on the subject matter, except that if a different proportion of voting power is required for such an action at a meeting, then that proportion of written consents is required. The written consents shall be filed with the minutes of the proceedings.

ARTICLE III
DIRECTORS

Section 3.1 BOARD OF DIRECTORS

The business and affairs of the Company shall be managed by, or under the direction of, a Board of Directors. The Board may exercise all such powers of the Corporation and do all such lawful acts and things on its behalf as are not by the NRS, the Articles of Incorporation or these Bylaws directed or required to be exercised or done by stockholders.

Section 3.2 NUMBER, ELECTION AND TENURE

Except as otherwise provided by law, in no event shall the total number of directors which shall constitute the whole Board be less than one (1) or more than five(5). The exact number of directors shall be three (3) until changed, within the limits specified above, by a bylaw amending this Section 3.2, duly adopted by the Board or by the stockholders. Except as provided otherwise in these Bylaws, directors shall be elected at the annual meeting of stockholders. Each director shall hold office until the annual meeting of stockholders next succeeding his or her election or appointment and until his or her successor is elected and qualified or until his or her earlier resignation or removal.

Section 3.3 RESIGNATION AND REMOVAL

Any director or member of a committee of the board may resign at any time upon written notice to the Board, the Chairman of the Board, or the President. Unless specified otherwise in the notice, such resignation shall take effect upon receipt of the notice by the Board, the Chairman of the Board, or the President. The acceptance of a resignation shall not be necessary to make it effective. Any director may be removed, either with or without cause.

Section 3.4 VACANCIES AND NEWLY CREATED DIRECTORSHIPS

Vacancies occurring for any reason and newly-created directorships resulting from an increase in the authorized number of directors which shall constitute the whole Board, as fixed pursuant to Section 3.2 of these Bylaws, shall be filled by the election of a new director or directors by a majority of the remaining members of the Board, although such majority is less than a quorum, or by a plurality of votes cast at a special meeting of stockholders called for such purpose. Any director so chosen shall hold office until the annual meeting of stockholders next succeeding his or her election or appointment and until his or her successor shall be elected and qualified, or until his or her earlier resignation or removal.

ARTICLE IV
MEETINGS OF THE BOARD OF DIRECTORS

Section 4.1 DATE, TIME AND PLACE

Meetings of the Board shall be held on such date and at such time and place, either within or without the state of Nevada, as shall be determined by the Board pursuant to these Bylaws.

Section 4.2 ANNUAL MEETINGS

After the annual meeting of stockholders, the newly-elected Board may hold a meeting, on such date and at such time and place as shall be determined by the Board, for the purpose of organization, election of officers and such other business that may properly come before the meeting. Such meeting may be held without notice.

Section 4.3 REGULAR MEETINGS

Regular meetings of the Board may be held without notice on such date and at such time and place as shall be determined from time to time by the Board.

Section 4.4 SPECIAL MEETINGS

Special meetings of the Board may be held at any time upon the call of the Chairman of the Board, the President or the Secretary by means of oral, telephonic, written facsimile or other similar notice, duly given, delivered, sent or mailed to each director at least 48 hours prior to the special meeting, in the manner prescribed by Section 6.1 of these Bylaws. Special meetings of the Board may be held at any time without notice if all of the directors are present or if those directors not present waive notice of the meeting in writing either before or after the date of the meeting.

Section 4.5 QUORUM

A majority of the whole Board as fixed pursuant to Section 3.2 of these Bylaws shall constitute a quorum for the transaction of business at a meeting of the Board. If a quorum shall not be present at a meeting of the Board, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 4.6 REQUIRED VOTE

Except a specifically provided otherwise by the NRS, the affirmative vote of a majority of the directors present at a meeting of the Board at which a quorum is present shall be the act of the Board with respect to the matter voted upon.

Section 4.7 ACTION WITHOUT MEETING

Any action required or permitted to be taken at a meeting of the Board, or committee thereof, may be taken by directors without a meeting if all of the Members of the Board, or committee thereof, consent thereto in writing and such writing is filed with the minutes of proceedings of the Board, or committee thereof.

Section 4.8 TELEPHONE MEETING

Members of the Board, or any committee thereof, may participate in a meeting of the Board, or committee thereof, by means of a telephone conference or similar method of communication by which all of the members participating in the meeting can hear each other. Participation by members of the Board, or committee thereof, by such means shall constitute presence in person of such members at such meeting.

ARTICLE V
COMMITTEES OF THE BOARD OF DIRECTORS

Section 5.1 DESIGNATION AND POWERS

The Board may designate one or more committees from time to time in its discretion, by resolution passed by the affirmative vote of a majority of the whole Board as fixed pursuant to Section 3.2 of these Bylaws. Each committee shall consist of one or more of the directors on the Board and the Board may appoint other persons who are not directors to serve on committees. The Board may designate one or more directors as alternate members or any committee who replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members constitute a quorum. may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all of the powers and authority of the Board in the management of the business and affairs of the Company and may authorize the corporate seal of the Company affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Articles of Incorporation or these bylaws, adopting an agreement of merger or consolidation, recommending to stockholders the sale, lease, or exchange of substantially all of the Company's assets, or recommending to stockholders a dissolution of the Company, a revocation of a dissolution or the filing of a petition in bankruptcy; and, unless the resolution of the Board expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock of the Company or any class or series of stock. Each committee shall keep regular minutes of its meetings and shall report the same to the Board when requested to do so.

ARTICLE VI
NOTICES

Section 6.1 DELIVERY OF NOTICE

Notices to stockholders and, except as permitted below, to directors on the board shall be in writing and may be delivered by mail or messenger. Notice by mail shall be deemed to be given at the time when such notice is deposited in a United States post office or letter box, enclosed in postpaid sealed wrapper, and addressed to a stockholder or director at his respective address appearing on the books and records of the Company, unless such stockholder or director shall have filed with the Secretary a written request that notices intended for such stockholder or director be mailed or delivered to some other address, in which case the notice shall be mailed to or delivered at the address designated in such request. Notice by messenger shall be deemed to be given when such notice is delivered to the address of a stockholder or director as specified above. Notices to directors also may be given orally in person or by telephone, or by telex, overnight courier or facsimile transmission (promptly confirmed in writing) or other similar means, or by leaving the notice at the residence or usual place of business of a director. Notice by oral communication, telex, overnight courier or facsimile transmission (properly confirmed in writing) or other similar means shall be deemed to be given upon such dispatch of such notice. Notice by messenger shall be deemed to be given when such notice is delivered to a director's residence or usual place of business. Notices, requests, and other communications required or permitted to be given or communicated to the Company by the Articles of Incorporation, these Bylaws, or any other agreement shall be in writing and may be delivered by messenger, United States mail, telex, overnight courier or facsimile transmission (promptly confirmed in writing) or other similar means. Notice to the Company shall be deemed to be given upon actual receipt of such notice by the

Company.

Section 6.2 WAIVER OF NOTICE

Whenever notice is required to be given by the NRS, the Articles of Incorporation, or these Bylaws, a written waiver of notice signed by the person entitled thereto, whether before or after the time stated in the notice, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when a person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, or the purpose of, any regular or special meeting of stockholders, the Board, or committee of the Board need be specified in any written waiver of notice.

ARTICLE VII
OFFICERS

Section 7.1 OFFICERS

At its annual meeting, or at such other meeting as it may determine, or by unanimous written consent of the directors without meeting, the Board shall elect such officers as the Board from time to time may designate or the business of the Company may require. The Company shall have a President, a Secretary and a Treasurer. The Chairman of the Board shall be selected from among the directors on the Board, but no other executive officer need be a member of the Board. Any number of offices may be held by the same person.

Section 7.2 OTHER OFFICERS AND AGENTS

The Board also may elect such other officers and agents as the Board from time to time may determine to be advisable. Such officers and agents shall serve for such terms, exercise such powers, and perform such duties as shall be specified from time to time by the Board.

Section 7.3 TENURE, RESIGNATION, REMOVAL AND VACANCIES

Each officer of the Company shall hold his office until his or her successor is elected and qualified, or until his or her earlier resignation or removal; provided, that if the term of office of any officer elected pursuant to Section 7.2 of these Bylaws shall have been fixed by the Bylaws or determined by the Board or other governing body, such person shall cease to hold office no later than the date of expiration of such term, regardless of whether any other person shall have been elected or appointed to succeed such person. Each officer shall hold his or her office until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer elected by the Board may be removed at any time, with or without cause, by the Board; provided, that any such removal shall be without prejudice to the rights, if any, of the officer so employed under any employment contract or other agreement with the Company. Any officer may resign at any time upon written notice to the Board, the Chairman of the Board or the President. Unless specified otherwise in the notice, such resignation shall take effect upon receipt of the notice by the Board, the Chairman of the Board or the President. The acceptance of the resignation shall not be necessary to make it effective. Any vacancy occurring in any office of the Company by death, resignation, removal or otherwise shall be filled by the Board and such successor or successors shall hold office for such term as may be specified by the Board.

Section 7.4 AUTHORITY AND DUTIES

All officers and agents, as between themselves and the Company, shall have such authority and perform such duties in the management of the Company as may be provided in these Bylaws and as generally pertain or are necessarily incidental to the particular office or agency. In addition to the powers and duties hereinafter specifically prescribed for certain officers of the Company, the Board from to time may impose or confer any or all of the duties and powers hereinafter specifically prescribed for any officer upon any other officer or officers. The Board may give general authority to any officer to affix the corporate seal of the Company and to attest the affixing by his or her signature.

Section 7.5 THE CHAIRMAN OF THE BOARD

The Chairman of the Board, shall, if present, preside at meetings ofthe Board and exercise and perform such other powers and duties as may from time to time be assigned by the Board of Directors or as may be prescribed by these Bylaws. If there is no President, then the Chairman of the Board shall also be the chief executive officer of the Company and shall have the powers and duties prescribed in Section 7.6 of these Bylaws.

Section 7.6 THE PRESIDENT

The president shall be the Chief Executive Officer of the Company and, subject to the control of the Board, shall have general and active supervision of the business and affairs of the Company, shall sign certificates, contracts and other instruments of the Company as authorized, and shall perform all such other duties as are properly required of him by the Board of Directors or by the Chairman of the Board.

Section 7.7 THE VICE PRESIDENT(S)

The several Vice Presidents shall perform the duties and have the powers as may, from time to time, be assigned to them by the Board or the President or the Chairman of the Board.

Section 7.8 THE TREASURER

The Treasurer shall have the care and custody of all the funds of the Company and shall deposit the same in such banks or other depositories as the Board, or any officer or officers thereunder duly authorized by the Board, shall, from time to time, direct or approve. He shall keep a full and accurate account of all monies received and paid on account of the Company, and shall render a statement of his accounts whenever the Board shall require. He shall perform all other necessary acts and duties in connection with the administration of the financial affairs of the Company, and shall generally perform all the duties usually appertaining to the affairs of the treasurer of a corporation. When required by the Board, he shall give bonds for the faithful discharge of his duties in such sums and with such sureties as the Board shall approve. In the absence or disability of the Treasurer, the person designated by the President or Chairman of the Board shall perform his duties.

Section 7.9 THE SECRETARY

The Secretary shall attend to the giving of notice of all meetings of stockholders and of the Board and committees thereof, and shall keep minutes of all proceedings at meetings of the stockholders, of the Board and of all meetings of such other committees of the Board as shall designate him to serve. The Secretary shall

have charge of the corporate seal and shall have authority to attest any and all instruments or writings to which the same may be affixed. He shall keep and account for all books, documents, papers and records of the Company, except those for which some other officer or agent is properly accountable. He shall generally perform all the duties usually appertaining to the office of secretary of a corporation. In the absence or disability of the Secretary, the person designated by the President or the Chairman of the Board shall perform his duties.

Section 7.10 THE ASSISTANT SECRETARY(IES)

The Assistant Secretary, if any be so appointed by the Board, or if there be more than one, the Assistant Secretaries, shall perform such duties as may be specifically assigned to them from time to time by the Board, the Chairman of the Board or the President. In case of the absence or disability of the Secretary, and if the Board, the Chairman of the Board or the President has so authorized, the Assistant Secretary, or if there be more than one Assistant Secretary, such Assistant Secretary as the Board, or the President shall designate, shall perform the duties of the office of the Secretary.

ARTICLE VIII
CERTIFICATES OF STOCK

Section 8.1 FORM AND SIGNATURE

The stock certificates representing the stock of the Company shall be in such form or forms not inconsistent with the NRS, the Articles of Incorporation and these Bylaws as the Board shall approve from time to time. Stock certificates shall be numbered, the certificates for the shares of stock to be numbered consecutively, and shall be entered in the books and records of the Company as such certificates are issued. No certificate shall be issued for any share until the consideration therefor has been fully paid. Stock certificates shall exhibit the holder's name, certify the class and series of stock and the number of shares in such class and series of stock owned by the holder, and shall be signed (a) by the Chairman of the Board, or any Vice Chairman of the Board, or the President, or a Vice President, and (b) by the Treasurer, or Assistant Treasurer, or the Secretary, or any Assistant Secretary. Any or all of the signatures on a stock certificate may be facsimiles. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may be issued by the Company with the same effect as if he or she were such officer, transfer agent or registrar on the date of issuance.

Section 8.2 LOST, STOLEN OR DESTROYED CERTIFICATES

The President may direct that a new stock certificate be issued inplace of any certificate theretofore issued by the Company which is alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person, or his or her legal representative, claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issuance of a new certificate, the President, in his discretion and as a condition precedent to the issuance thereof, may require the owner of the lost, stolen or destroyed certificate, or his or her legal representative, to advertise the same in such manner as the President shall require and/or to give the Company a bond in such sum as the President shall direct as indemnity against any claim that may be made against the Company, any transfer agent or any registrar on account of the alleged loss, theft, or destruction of any such certificate or the issuance of such new certificate.

Section 8.3 REGISTRATION OF TRANSFER

Shares of common stock of the Company shall be transferrable only upon the Company's transfer by the holders thereof in person or by their duly authorized attorneys or legal representatives, and upon such transfer the old certificates shall be surrendered to the Company by the delivery thereof to the person in charge of the stock and transfer books and ledgers of the Company, or to such other person as the Board may designate. Upon surrender to the Company of a certificate for shares, duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the Company shall issue a new certificate to the person entitled thereto, cancel the older certificate and record the transaction on its books and records.

ARTICLE IX
GENERAL PROVISIONS

Section 9.1 RECORD DATE

In order that the Company may determine the stockholders entitled to notice of, and to vote at, a meeting of stockholders, or to express consent or dissent to corporate action in writing without meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion, or exchange of stock, or for the purpose of any other lawful action, the Board may fix, in advance, a record date which shall not be more than sixty (60) nor less than ten (10) days prior to the date of such meeting nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of, and to vote at, a meeting of stockholders shall apply to any adjournment(s) of such meeting; provided, however, that the Board may, in its discretion, and shall if otherwise requires by these Bylaws fix a new record date for the adjourned meeting.

Section 9.2 REGISTERED STOCKHOLDERS

Except as specifically provided otherwise by the NRS, the Company shall be entitled to recognize the exclusive right of a person registered on its books and records as the owner of shares of stock of the Company to receive dividends and to vote as such owner, shall be entitled to hold such person liable for calls and assessments, and shall not be bound to recognize any equitable or other claim to, or interest in, such stock on the part of any other person, whether or not the Company shall have express or other notice thereof.

Section 9.3 DIVIDENDS

The Board shall declare and pay dividends ratably, share for share, on the Company's capital stock in all sums so declared, out of funds legally available therefor.

Section 9.4 DIVIDEND DECLARATIONS

Dividends on the capital stock of the Company may be declared quarterly, semiannually or annually as the Board may from time to time, in its discretion, determine.

Section 9.5 CHECKS AND NOTES

All checks and drafts on the bank accounts of the Company, all bills of exchange and promissory notes of the Company, and all acceptances, obligations, and other instruments for the payment of money drawn, signed, or accepted by the Company shall be signed or accepted, as the case may be, by such officer or officers,

agent or agents, and in such manner as shall be thereunto authorized from time to time by the Board or by officers of the Company designated by the Board to make such authorization.

Section 9.6 FISCAL YEAR

The fiscal year of the Company shall commence on July 1 and end on June 30 of each year, unless otherwise fixed by resolution of the Board.

Section 9.7 CORPORATE SEAL

The Company may adopt a corporate seal as authorized by the Board. The use of a seal or stamp by the Company on any corporate documents is not necessary; such use or nonuse shall not in any way affect the legality of the document.

Section 9.8 VOTING OF SECURITIES OF OTHER ISSUERS

In the event that the Company shall own and/or have power to vote any securities (including, but not limited to, shares of stock) of any other issuer, such securities shall be voted by the Chairman of the Board as provided in Section 7.5 of these Bylaws, or by such other person or persons, to such extent, and in such manner as may be determined by the Board. If the Company shall be a general partner in any partnership, the acts of the Company in such capacity may be approved by the Board and taken by the officers as may be authorized or determined by the Board from time to time.

Section 9.9 TRANSFER AGENTS

The Board may make such rules and regulations as it may deem expedient concerning the issuance, transfer, and registration of securities (including, but not limited to, stock) of the Company. The Board may appoint one or more transfer agents and/or one or more registrars and may require all stock certificates and other certificates evidencing securities of the Company to bear the signature of either or both.

Section 9.10 BOOKS AND RECORDS

Except as specifically provided otherwise by the NRS, the books and records of the Company may be kept at such place or places, either within or without the State of Nevada, as may be designed by the Board.

ARTICLE X
INDEMNIFICATION

Section 10.1 INDEMNIFICATION AND INSURANCE

a) Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director, officer, employee or agent of the Company as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified

and held harmless by the Company to the fullest extent authorized by the NRS, as the same exists or may hereafter be amended, against all costs, charges, expenses, liabilities and losses (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators. The right to indemnification conferred in this Section 10.1 shall be a contract right and shall include the right to be paid by the Company the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the NRS requires the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Company of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified underthis Section 10.1 or otherwise.

b) Right of Claimant to Bring Suit. If a claim under paragraph (a) of this Section 10.1 is not paid in full by the Company within thirty days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending an proceeding in advance of its final disposition where the required undertaking, if any, is required, or has been tendered to the Company that the claimant has not met the standard of conduct which make it permissible under the NRS for the Company to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including its Board, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the NRS, nor an actual determination by the Company (including its Board, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

c) Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section 10.1 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation. by law, agreement, vote of stockholder or disinteresteddirectors or otherwise.

d) Insurance. The Company may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Company or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the NRS.

e) Witness. To the extent that any director, officer,employee or agent of the Company or another corporation, partnership, joint venture, trust or other enterprise is by reason of such position a witness in any action, suit or proceeding, he or she shall be indemnified against all costs and expenses actually and reasonably incurred by him or her on his or her behalf in connection

therewith.

ARTICLE XI
AMENDMENTS TO THESE BYLAWS

Section 11.1 BY THE STOCKHOLDERS

These Bylaws may be amended or repealed in whole or in part and new Bylaws may be adopted by the affirmative vote of a majority of the aggregate number of shares issued and outstanding and entitled to vote on the matter, present in person or represented by proxy at a meeting of stockholders provided that notice thereof is stated in the written notice of the meeting.

Section 11.2 BY THE BOARD OF DIRECTORS

These Bylaws may be amended or repealed in whole or in part and new Bylaws may be adopted by a majority of the Board at any regular or special meeting of the Board.

I hereby certify that I am the duly elected and acting Secretary of Stereo Vision Entertainment, Inc., a Nevada corporation and the foregoing Bylaws, comprising of 13 pages, constitute the Bylaws of said Company as duly adopted by the Board of Directors as of December 23, 1999.

/S/ *Lawrence Kallett*

Lawrence Kallett, Secretary

Exhibit 4.1 to Information Statement

CONVERTIBLE DEBENTURE

April 15, 2013

It is agreed that a friend/family (Lender) will loan to Stereo Vision $XX,000 at 5% interest for a period of six months. It is agreed that the $XX,000 loan will have an OTC:SVSN restricted stock conversion price of $.03 per share.

It is agreed that Stereo Vision will repay the Lender the $XX,000 principal with 5% interest in six months, or, at the Lender's request, as repayment in full, the lender can convert the $XX,000 loan principal to SVSN restricted stock at $.03 per share. The conversion of the full amount of the loan, including interest, into SVSN restricted stock would complete all of Stereo Vision's repayment obligations to the Lender. To accept the conversion to stock option, please sign again at the bottom, date, and fax to Stereo Vision's CPA Hua Grey at 512-835-7346, whenever the decision is made.

Agreed:

Jack Honour
CEO/President
Stereo Vision
http://stereovision.com
jack@stereovision.com
818-326-6018

Agreed:

Lender
_____
Please convert my $XX,000 loan to ___,000,000 shares of SVSN restricted stock.

Lender Date

STEREOVISION™
ENTERTAINMENT

CONSULTING AGREEMENT

TIIIS AGREEMENT is made and entered into by and between Stereo Vision Entertainment Inc. (the Company) 15452 Cabrito Rd. Van Nuys, California 91406 Studio 204 and John Honour, (the Employee) St Petersburg, Florida on 11/26/2010

RECITALS

A. The Company is engaged in the development and production of entertainment content and desires to obtain management services as Chairman/CEO/CFO/President of Stereo Vi sion Entertainment Inc..

B. Employee is knowledgeable in certain areas related to the business of the Company and has agreed to provide such management services on behalf of the Company.

In consideration of the above Recitals and the mutual promises contained herein, the Company and Employee agree as follows:

1. *Services to be Rendered* Subject to the terms and conditions of this Agreement, Employee shall provide management services as requested by the Company related to Chairman of the Board and CEO/CFO/President.

2. *Time and Place of Performance of Services.* The Employee shall render management services at such times and at such places as are requested by the Company.

3. *Term of Agreement.* This Agreement shall commence as of 11/26/2010 and continu for three years through 11/25/2013

4. *Fees and Expenses.* The Employee will be paid a signing bonus of $300k converted to si million restricted shares of SVSN at $.05. As a base salary, Employee shall be paid by the Company THREE HUNDRED THOUSAND DOLLARS ("$300,000") per year in monthly increments. Employee also has the option to convert $450k in debt at $.05.

5. *Non-circumvention and Non-Solicitation* . The parties acknowledge that they will acquire considerable knowledge about and expertise in certain areas of each other's business, and/or proprietary technologies or opportunities and that they will have knowledge of, and contact with, customers and suppliers of each other and their affiliates. The parties further acknowledge that they may well be able to utilize such knowledge and expertise following termination of their relations to the serious detriment of the other party in the event that the party involved should solicit business from costumers of the party or its affiliates.

(a) *Non-Circumvention:* The parties will not for a period of two (2) years after termination of their business relationship, directly or indirectly, approach any customer or business partner of each other or their affiliates for the purpose of providing services or products substantially similar to the services or products provided by either party or their

affiliates.

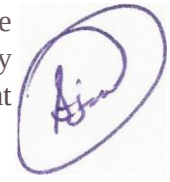
(b) *Non-Solicitation:* During their relationship and for a period of Two (2) years after tennination of such business relationship they will not in any way solicit, directly or indirectly, any person, firm, corporation or other entity engaged in any business in which the party solicited provides services substantially similar to the services provided by the other party or its affiliates; and

(c) *Non-Solicitation of Employees:* Neither party will, for a period of Two (2) years after tennination of their business relationship, directly or indirectly, approach, solicit, entice or attempt to approach, solicit or entice any of the employees of the other party or its affiliates to leave the employment of the other party involved.

6. *Services Performed for Others.* Employee may pursue individual outside business interests but the Employee will perfonn the Company's work first.

7. *Confidential Nature of Work.* Employee will not at any time during the tenn of this Agreement or subsequent to its termination divulge to any third party other than such persons as the Company shall designate in writing, or, except to the extent necessary to Employee's performance of services pursuant to this Agreement, make any use of any information or knowledge which Employee shall have obtained during the tenn of this Agreement (other than such information which is generally known or recognized as standard practice) relating to (a) any project on which the Company shall have worked or shall be working, (b) the business of the Company or any of its subsidiaries.

In performing consulting services pursuant to this Agreement, Employee may from time to time have access to proprietary data of the Company or its subsidiaries. Employee hereby agrees not to disclose any such infonnation to any third party during the tenns of this Agreement and for two calendar years after the tennination hereof.



8. *Inventions and Patent Rights*. The respective right of Employee and the company with regard to inventions and patient rights shall be as follows:

(a) Except as otherwise provided in Subparagraph 7(c) below, all inventions, discoveries, improvements, devices, designs, apparatuses, practices, processes, methods or products (collectively, "inventions"), whether patentable or not, trade secrets, compilation of technical and other data, and material subject to copyright under the laws of the United States which are made, developed, perfected, devised, conceived or first reduced to practice by Employee or employees of Employee, whether solely or jointly with others, during the term of this Agreement and in the course of or in any way connected with the work performed by Employee for the Company, shall become the sole and exclusive property of the Company. Employee shall grant and does hereby grant to the Company all rights, title and interest in and to each and every such invention.

(b) At the request of the Company, whether during the tenn of this Agreement or subsequent to its termination, and without further compensation, Employee shall (i) assist

the Company, its attorneys and nominees in the preparation and prosecution of applications for patents protecting all such inventions in the United States and in all foreign countries, (ii), execute, acknowledge and deliver any and all documents deemed by the Company, its attorneys or its nominees to be necessary to the preparation, filing or prosecution of any such application, or in connection with any continuation, renewal or reissue thereof, or in the conduct of any legal proceeding or litigation in regard thereto, and (iii) execute, acknowledge and deliver any and all documents deemed by the Company, its attorneys or its nominee to be necessary to the Company or its nominees in any legal proceeding or litigation, or in connection with any contractual obligation relating to any such invention, in order to transfer, confirm, evidence or protect title in and to any patent covering any invention.

(c) Employee understands that the Company has entered into, or from time to time in the future may enter into, agreements with agencies of the United States Government, as a consequence of which the Company may be subject to laws and regulations of the United States of America which impose on the Company certain obligations, restrictions and limitations with respect to inventions and patents which the Company may acquire, or which may be conceived or developed by employees, and others rendering services to the Company. Employee hereby agrees to be bound by all such obligations, restrictions and limitations, with regard to any inventions conceived or developed by Employee in the course of, or in any way connected with, services performed pursuant to this Agreement, and, upon request by the Company, to take any and all further action which may be required to discharge such obligations and to comply with such restrictions and limitations.

(d) Employee shall provide complete, accurate and authentic accounts, notes, data and records of all inventions in such manner and form as may be requested by the Company. Such accounts, notes, data and records shall become the property of the Company and, upon request by the Company Employee shall promptly surrender the same to the Company. Ifno such request has previously been made by the Company, Employee shall surrender the same to the Company upon the termination of this Agreement.



(e) Employee hereby represents that Employee has no agreement with any other party which would preclude Employe's compliance with any of the obligations set forth in this paragraph.

9. *Work Reports.* Employee shall submit reports fully disclosing all services performed pursuant to this Agreement and the results thereof in such manner and form, and at such times and to the extent, as required by the Company. From time to time, upon request of the Company, and,' in any event, upon the termination of this Agreement, Employee shall within five business days deliver to the Company all working papers, and other documents and materials that have been prepared or developed by, or made available to, Employee in connection with the Employee's performance or services under this Agreement.

10. *Nature of Relationship* . It is understood that in performing management services pursuant to this Agreement Employee shall not, without prior written consent of the Company, act as an agent of the Company, nor is Employee authorized to enter into any agreements or to

incur any obligations, whether express or implied, on behalf of the Company, nor to bind the Company in any agreements without approval of the Company's Board of Directors.

Employee shall be responsible for providing insurance coverage for himself, and shall indemnify the Company and hold it harmless from any liability, loss or damage whatsoever for any injury (including death) to the Employee.

11. *Security.* Employee shall abide by all applicable security laws and regulations of the Company and its subsidiaries, and shall take all actions which may be required for compliance, therewith, and refrain from taking any action which is thereby prohibited.

12. *Arbitration.* Any dispute arising under or in connection with this Agreement shall be resolved by resort to binding arbitration. Any such arbitration shall be in conformity with and subject to the applicable rules and procedures of the American Arbitration Association. Each part to such arbitration shall bear the expenses of arbitration, including arbitrator's fees, as awarded by the arbitrators.

13. *Successors.* This Agreement shall inure to the benefit of and be binding upon (a) the Company's successors and assigns and (b) Employee's heirs, executors and administrators.

14. *Governing Law.* This Agreement is made under the internal laws of the State of Nevada, and shall be interpreted, governed and enforced pursuant to those laws.

15. *Severability*. If, for any reason, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid by a court or tribunal of competent jurisdiction, in any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case of rendering any other provision of this Agreement inoperative, unenforceable or invalid.



16. *Waiver*. In the event that Employee breaches any provision of this Agreement, the Company shall not be deemed to have waived any such breach until a reasonable time after the officers of the Company have acquired actual knowledge that such breach has occurred. No waiver by Company of the breach of any provision of this Agreement shall operate as a waiver of any other provision hereof, or of any subsequent breach by Employee of the same, or any other, provision . Company's consent to or approval of any act by Employee requiring Company's consent or approval shall not be deemed to render unnecessary the obtaining of Company's consent to or approval of any subsequent act by Employee, without regard to whether or not such subsequent act is similar to the act so consented to or so approved.

17. *Notice.* Any notice which is required or permitted to be given hereunder shall be given in writing and may be served personally or by depositing the same in the United States mail, registered and certified, postage prepaid, and addressed as specified below. All notices deposited as specified above shall conclusively be presumed to have been received by the addressee on the third business day following such deposit. Either party may by written notice to the other pursuant to this paragraph specify a different address for the purpose of receiving notice.

18. *Entire Agreement.* This Agreement represents the entire Agreement between the parties with respect to consulting services to be rendered by Employee to the Company and supersedes any prior agreement, arrangements, or understandings between the parties regarding the subject matter set forth herein, except that (a) the Company's rights with respect to any inventions conceived by Employee in connection with services rendered to the Company by Employee prior to the commencement of this Agreement shall be governed by the provisions of Paragraph 8 hereof, and (b) the Company shall be obligated to pay the Employee any fees earned and duly documented expenses incurred in connection with such service rendered to the company prior to the commencement of this Agreement.

Because the foregoing sets forth the Terms of the Agreement between the parties, the Company and Employee each hereby execute the original and one duplicate copy of this Agreement.

Employee John H. Honour

By:_____

John H. Honour



FOR STEREO VISION ENTERTAINMENT INC. - Jack Honour

By Steven W. Williams _____

Sec/Treas

Weber Communications, Inc.

November 12, 2012

Jack Honour
CEO
Stereo Vision Eotertainment, Inc.



CONSULTING AGREEMENT

Purpose: The purpose of this agreement is to describe the services and deliverables which Weber Communications, lnc ("WCI") or Charles Weber will provide to Stereo Vision Entertainment, Inc. (SVE).

Scope of Work: WCI will consult with SVE in the following areas:

Overall Property Strategic Review –
Utilizing the experience and expertise of Charles Weber, WCI will provide SVE with an overall review of its Business Plans, Content Strategy and Financing Plans.

Strategic and Financial Partner Introductions -
For the purpose of pursuing strategic and financial partners to provide SVE with solutions, financial and value added support for its ongoing operations. Itis understood that SVE seeks strategic alliances that are able to provide capital resources and expertise in marketing, education, distribution, manufacturing and/or production, including multimedia and Internet applications.

WCI also agrees to be part of the Board of Advisors of SVE, as well as further assist SVE, in expanding the company in different fields of Media and Entertainment.

Term: The term of this consultancy would be for twelve (12) months, or as extended by mutual agreement of SVE and WCI

Compensation: SVE shall compensate WCI with a retainer of Five thousand dollars ($5,000), payable monthly for 12 months, upon execution of this Agreement plus a performance bonus of five percent (5%) of any and all foods raised as a result of any introductions made by WCI to SVE for a period of one year (1year) from the termination of this Agreement;

Equity: *To* be discussed and mutually agreed upon at a later date.

Expenses: WCI shall perform its obligations under this Agreement at its own expense and by such means and methods as are furnished and chosen exclusively by WCI. Except as agreed to in advance by SVE, WCI shall be solely responsible for an expenses incurred by bis iu the performance of bis undertakings pursuant to this Agreement, except for travel and office expenses approved in advance by SVE.

11471 Sunset Blvd., Los Angeles, CA 90049
Tel: 310 476 8537-Fax: 310 476 0659-Cell: 310 702 2802-
E-mail:CJW2@AOL.com

Independent Contractor Status: Itis expressly agreed and understood that WCI shall at all times act strictly and exclusively as an independent contractor and shall not be considered under the provisions of this Agreement or otherwise as having any employee status with SVE, or as being entitled to participate in any plans, distributions or benefits extended by SVE to its employees. WCI shall have no authority for or on behalf of SVE to make, modify or discharge contracts, to bind SVE to any statement, promise or representation, to waive forfeitures of any of SVE's rights, to employ or retain any persons on SVE's behalf, or to place SVE under any legal obligations.

Miscellaneous: The parties hereby acknowledge and agree to the terms stated within this letter agreement, the governing law for which shall be the State of California.

Weber Communications, Inc.

By: _____ DATE: 1)1)
Charles J. Weber, CEO

DATE: 11/9/12

Stereo VW. luc.

11471 Sunset Blvd., Los Angeles, CA 90049
Tel: 310 476 8537-Fax: 310 476 0659-Cell: 310 702 2802-
E-mail:CJW2@AOL.com