Exhibit 10.1

FINANCING AGREEMENT

FINANCING AGREEMENT dated the 24th day of May, 2012

BETWEEN:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter, the "SUBSCRIBER")

AND:

Independence Energy Corp., a Nevada company engaged in the oil and gas business,

of 3020 Old Ranch Parkway, Suite 300, Seal Beach, CA, 90740 (hereinafter, the

"COMPANY")

NOW THEREFORE THIS FINANCING AGREEMENT ("AGREEMENT") WITNESSES that the parties

hereto agree as follows:

ARTICLE 1 - INTERPRETATION

SECTION 1.1. DEFINITIONS. When used in this Agreement (including the recitals

and schedules hereto) or in any amendment hereto, the following terms shall,

unless otherwise expressly provided, have the meanings assigned to them herein:

"BANKING DAY" shall mean any day other than a Saturday, Sunday, public holiday

under the laws of the State of Nevada or other day on which banking institutions

are authorized or obligated to close in Nevada.

"CHARTER DOCUMENTS" means contacting documents and by-laws, and all amendments

thereto;

"CONSENT" means any permit, license, approval, consent, order, right,

certificate, judgment, writ, injunction, award, determination, direction,

decree, authorization, franchise, privilege, grant, waiver, exemption and other

concession or by-law, rule or regulation;

"SHARE PRICE" means a price equal 90% of the average of the closing prices of

the Company's common stock for the Banking Days immediately preceding the date

of the Notice, as quoted on Yahoo Finance or other source of stock quotes as

agreed to by the parties; and

"DOLLAR" or "$" means the currency of the United States of America.

ARTICLE 2 - THE SHARE ISSUANCE

SECTION 2.1. SHARE ISSUANCE.

The Subscriber shall make available to the Company in accordance with, and

subject to the terms and conditions of, this Agreement, until May 24, 2013 (the

"COMPLETION DATE"), up to $ 1,000,000 by way of Advances in accordance with this

Sections 2.2, 2.3 and 2.4 of this Agreement. The Completion Date may be extended

for an additional term of up to twelve months at the option of the Company or

the Subscriber upon written notice on or before the Completion Date in

accordance with the notice provisions in Section of this Agreement.

SECTION 2.2. THE ADVANCES.

On the terms and conditions set forth herein the Subscriber, from time to time,

on any Banking Day, prior to the Completion Date, agrees to make advances to the

Company ("ADVANCES").

SECTION 2.3. PROCEDURE TO REQUEST ADVANCES.

Each Advance shall be made on or before five Banking Days following notice from

the Company. Each such notice shall be given by a notice to the Subscriber in

the form substantially the same as the form attached hereto in Schedule A (each

a "NOTICE").

SECTION 2.4. SUBSCRIPTION AGREEMENT.

Upon making each Advance, the Subscriber shall provide an executed Subscription

Agreement, in a form acceptable to both to this Agreement, to the Company.

SECTION 2.5. USE OF PROCEEDS.

The Company shall use all Advances to fund operating expenses, acquisitions,

working capital and general corporate activities.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

SECTION 3.1. REPRESENTATIONS AND WARRANTIES.

The Company represents and warrants to the Subscriber:

(a) Organization and Corporate Power. The Company has been duly incorporated

and organized and is validly subsisting and in good standing under the laws

of its jurisdiction and has full corporate right, power and authority to

enter into and perform its obligations under the Agreement to which it is

or shall be a party and has full corporate right, power and authority to

own and operate its properties and to carry on its business;

(b) Conflict with Other Instruments. The execution and delivery by the Company

of the Agreement and the performance by the Company of its obligations

thereunder, do not and will not: (i) conflict with or result in a breach of

any of the terms, conditions or provisions of: (A) the charter documents of

the Company; (B) any law applicable to or binding on the Company; or (C)

any contractual restriction binding on or affecting the Company or its

properties the breach of which would have a material adverse effect on the

Company; or (ii) result in, or require or permit: (A) the imposition of any

lien on or with respect to the properties now owned or hereafter acquired

by the Company; or (B) The acceleration of the maturity of any debt of the

Company, under any contractual provision binding on or affecting the

Company;

(c) Consents, Official Body Approvals. The execution and delivery of the

Agreement and the performance by the Company of its obligations thereunder

have been duly authorized by all necessary action on the part of the

Company, and no Consent under any applicable law and no registration,

qualification, designation, declaration or filing with any official body

having jurisdiction over the Company is or was necessary therefore. The

Company possesses all Consents, in full force and effect, under any

applicable Law which are necessary in connection with the operation of its

business, the non-possession of which could reasonably be expected to have

a material adverse effect on the Company;

(d) Execution of Binding Obligation. The Agreement has been duly executed and

delivered by the Company and, when duly executed by the Company and

delivered for value, the Agreement will constitute legal, valid and binding

obligations of the Company, enforceable against the Company, in accordance

with its terms;

(e) No Litigation. There are no actions, suits or proceedings pending or, to

the knowledge of the Company, after due inquiry, threatened against or

affecting the Company (nor, to the knowledge of the Company, after due

inquiry, any basis therefor) before any official body having jurisdiction

over the Company which purport to or do challenge the validity or propriety

of the transactions contemplated by the Share Issuance the Company, which

if adversely determined could reasonably be expected to have a material

adverse effect on the Company;

(f) Absence of Changes. Since the date of the most recently delivered financial

statements of the Company, the Company has carried on its business,

operations and affairs only in the ordinary and normal course consistent

with past practice.

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ARTICLE 4 - COVENANTS OF THE COMPANY

SECTION 4.1. AFFIRMATIVE COVENANTS.

Until the Completion Date, the Company shall:

(a) COMPLIANCE WITH LAWS, ETC. Comply with all applicable laws, non-compliance

with which could have a material adverse effect on the Company;

(b) PAYMENT OF TAXES AND CLAIMS. Pay and discharge before the same shall become

delinquent: (i) all taxes and assessments; and (ii) all lawful claims

which, if unpaid, might become a lien upon or in respect of the Company's

assets or properties;

(c) MAINTAIN TITLE. Maintain and, as soon as reasonably practicable, defend and

take, all action necessary or advisable at any time, and from time to time,

to maintain, defend, exercise or renew its right, title and interest in and

to all of its property and assets;

(d) PAY OBLIGATIONS TO SUBSCRIBER AND PERFORM OTHER COVENANTS. Make full and

timely payment of its obligations hereunder and duly comply with the terms

and covenants contained in this Agreement, all at the times and places and

in the manner set forth therein;

(e) FURTHER ASSURANCES. At its cost and expense, upon request by the

Subscriber, duly execute and deliver, or cause to be duly executed and

delivered, to the Subscriber, such further instruments and do and cause to

be done such other acts as may be necessary or proper in the reasonable

opinion of the Subscriber to carry out more effectually the provisions and

purposes of this Agreement.

ARTICLE 5 - SHARE ISSUANCE

SECTION 5.1 SHARE ISSUANCE.

The Company shall issue, within ten (10) Banking Days following the date of the

receipt by the Company of any Advance under this Agreement, common shares of the

Company (each a "SHARE") at the Share Price. Upon receipt of any Advance under

this Agreement, the Company shall promptly cause its registrar and transfer

agent to issue the certificates representing the Shares.

SECTION 5.2 FRACTIONAL SHARES.

Notwithstanding any other provisions of this Agreement, no certificate for

fractional shares of the Shares shall be issued to the Subscriber. In lieu of

any such fractional shares, if the Subscriber would otherwise be entitled to

receive a fraction of a share of the Shares following a Share Issuance, the

Subscriber shall be entitled to receive from the Company a stock certificate

representing the nearest whole number of shares of the Company.

ARTICLE 6 - MISCELLANEOUS

SECTION 6.1. NOTICES, ETC.

Except as otherwise expressly provided herein, all notices, requests, demands,

directions and communications by one party to the other shall be sent by hand

delivery or registered mail or fax, and shall be effective when hand delivered

or when delivered by the relevant postal service or when faxed and confirmed, as

the case may be. All such notices shall be addressed to the President of the

notified party at its address given on the signature page of this Agreement, or

in accordance with any unrevoked written direction from such party to the other

party.

SECTION 6.2. NO WAIVER; REMEDIES.

No failure on the part of the Subscriber or the Company to exercise, and no

delay in exercising, any right under this Agreement shall operate as a waiver

thereof. The remedies herein provided are cumulative and not exclusive of any

remedies provided by Law.

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SECTION 6.3. JURISDICTION.

(1) Each of the parties hereby irrevocably attorns to the non-exclusive

jurisdiction of the Courts of the State of Nevada in any action or proceeding

arising out of or relating to this Agreement. The Company agrees that a final

judgment in any such action or proceeding shall be conclusive and may be

enforced in other jurisdictions by suit on the judgment or in any other manner

provided by Law; and (2) nothing in this Section 6.3 shall affect the right of

the Subscriber to serve legal process in any other manner permitted by Law or

affect the right of the Subscriber to bring any action or proceeding against the

Company or its property in the courts of other jurisdictions.

SECTION 6.4. SUCCESSORS AND ASSIGNS.

The Company shall not have the right to assign its rights hereunder or any

interest herein without the prior written consent of the Subscriber, which

consent may be arbitrarily withheld.

SECTION 6.5. SEVERABILITY.

If one or more provisions of this Agreement be or become invalid, or

unenforceable in whole or in part in any jurisdiction, the validity of the

remaining provisions of this Agreement shall not be affected. The parties hereto

undertake to replace any such invalid provision without delay with a valid

provision which as nearly as possible duplicates the economic intent of the

invalid provision.

SECTION 6.6. COUNTERPARTS.

This Agreement may be executed in counterparts and by different parties in

separate counterparts, each of which when so executed shall be deemed an

original and all of which, taken together, shall constitute one and the same

instrument.

SECTION 6.7. SYNDICATION/PARTICIPATION.

The Subscriber may not sell, transfer, assign, participate, syndicate or

negotiate to one or more third parties, in whole or in part, the Commitment and

its rights under this Agreement, without the prior written consent of the

Company, which consent may not be arbitrarily withheld.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed

by their respective officers thereunto duly authorized, as of the date first

above written.

THE SUBSCRIBER THE COMPANY

----------------------------- Independence Energy Corp.

By: By: /s/ Gregory Rotelli

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Authorized Signing Officer Authorized Signing Officer

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SCHEDULE A

NOTICE

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Subscriber")

The undersigned, Independence Energy Corp. (the "Company") hereby requests an

advance of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in accordance with the terms and conditions set

forth in the Financing Agreement May 24, 2012, between the Subscriber and the

Company and as of the Date of Notice written below.

DATE OF NOTICE: -----------------------------

Remaining amount to be advanced under

the Share Issuance: -----------------------------

Independence Energy Corp.

Per:

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Authorized Signatory

The Subscriber hereby acknowledges receipt of this Notice and agrees with the

amounts set out above as of this Notice.

Per:

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Authorized Signatory

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