

CONFIDENTIAL

Subscription Documents

For

SEQUEL MOVIE, LLC

DATED AS OF DECEMBER 28, 2021

**DIRECTIONS FOR THE COMPLETION OF
THE SUBSCRIPTION DOCUMENTS
FOR PURCHASE OF CLASS A MEMBERSHIP UNITS OF
SEQUEL MOVIE, LLC**

Prospective investors must complete all of the Subscription Documents contained in this package in the manner described below. For purposes of these Subscription Documents, the “Subscriber” is the person for whose account the Units will be purchased. Another person with investment authority may execute the Subscription Documents on behalf of the Subscriber, but must indicate the capacity in which it is doing so and the name of the Subscriber.

1. Subscription Agreement:

- a. Fill in the amount of the investment.
- b. Date, print the name of the Subscriber and sign (and print name, capacity and title, if applicable).

2. Investor Questionnaire:

- a. In Section A, each Subscriber must print the Subscriber’s name, address, tax identification or social security number, telephone and facsimile numbers, and respond to the questions.
- b. Each Subscriber must be an “accredited investor” and must check the box or boxes in Section B which are next to the categories pertaining to how the Subscriber qualifies as an accredited investor.
- c. Each Subscriber that is an entity (not a natural person) must respond to the questions in Section C.
- d. Each Subscriber must respond to the questions in Section D.

3. Company Operating Agreement:

Date, print the name of the Subscriber and sign (and print name, capacity and title, if applicable) the counterpart signature page of the Company’s Operating Agreement.

4. IRS Form W-9:

Complete, date, and sign IRS Form W-9, Payer’s Request for Taxpayer Identification Number and Certification.

5. Deposit of Capital Commitment Amount:

Submit a check made payable to “Sequel Movie, LLC” in the full amount of the Subscriber’s Capital Commitment identified on the signature page of the Subscription Agreement (the “Capital Deposit”).

6. Delivery of the Subscription Documents:

A completed and signed copy of the Subscription Agreement, the Investor Questionnaire, the Company Operating Agreement counterpart signature page, IRS Form W-9, and the Capital Deposit, together with any required evidence of authorization, must be delivered to Sequel Movie, LLC, (the “**Company**”) at the following address:

Mark Alan Brown
Sequel Movie, LLC
6715 Hollywood Blvd.
Ste 294
Hollywood, CA 90028
Telephone Number: 323-800-0098

Inquiries regarding subscription procedures should be directed to Mark Alan Brown at the above address and telephone number. If the Subscriber’s subscription is accepted by the Company, a fully executed set of the Subscription Documents will be returned to the Subscriber.

7. Capital Commitment:

By executing the Subscription Documents, the Subscriber makes an offer to purchase such number of Units for such aggregate Capital Commitment as set forth on the signature page of the Subscription Agreement (the “**Offer**”). The Subscriber acknowledges and agrees that the Offer shall be irrevocable until January 31, 2023 or such other extended date as further provided in the Operating Agreement. The Offer shall expire if it has not been accepted on or before such date, unless the Subscriber agrees in writing to extend such period. If the Company accepts the Offer, the Capital Commitment will be deemed to be a contribution to capital of the Company by the Subscriber as of the effective date of the Company’s acceptance.

SEQUEL MOVIE, LLC
SUBSCRIPTION AGREEMENT

Mark Alan Brown
Sequel Movie, LLC
3390 Peachtree Road NE
Suite 320
Atlanta, Georgia

RECITALS

The undersigned subscriber or subscribers (hereinafter, the “**Subscriber**”) has had an opportunity to meet with and ask questions of Mark Alan Brown on behalf of Sequel Movie, LLC, Manager, has reviewed and considered all information pertaining to Sequel Movie, LLC, a Georgia Limited Liability Company (the “**Company**”) as the Subscriber has deemed appropriate, and has carefully considered the resulting answers and all other information available to the undersigned with respect to the Company. The Manager is Mark Alan Brown (the “**Manager**”).

The Company was established to fund, develop, package, produce, market and distribute a feature film currently entitled “Sequel” (the “**Project**”). The Company is offering up to One Hundred Fourteen (114) Class A Membership Units (the “**Units**”) for Fifty Thousand and no/100 Dollars (\$50,000.00) per Unit (the “**Offering**”). Notwithstanding the foregoing, the Manager is also authorized on behalf of the Company to accept subscriptions for an additional three (3) Units at an issue price to be determined by the Manager. Only persons who qualify as “accredited investors” within the meaning of the Securities Act of 1933, as amended (the “**Securities Act**”) are eligible to purchase Units in the Offering.

RISK FACTORS

No Operating History

The Company has no operating history. The likelihood of success of the Company must be considered in light of the problems, expenses, difficulties, risks, and complications frequently experienced by any new business generally, and by theatrical productions specifically, many of which are beyond the Company's control. In particular, the Company's investment in a theatrical production is highly speculative and has a high risk of loss. The Subscriber understands that the Project is still under development and the Company makes no representations regarding the prospects for success of the Project or the Company.

Adequacy and Availability of Capital, Future Dilution

No assurances can be given that any amount of debt or equity capital will be raised by the Company or that investors will fund the Company on timeframes necessary to execute the Company's business plan. The Company intends to accept proposed investments as they become available, subject only to the minimum aggregate investment requirement to either have sufficient funds to fund the production budget of the Project in the Company, before each subscriber's funds irrevocably are made available for use by the Company. Thus no Subscriber may rely on the investment judgment of or available funds from any other subscriber in making an investment in the Company. No founder, Manager, member, employee or investor of or in the Company has any obligation to invest additional funds in the Company under any circumstances, including if the Company does not have sufficient funds to initiate or continue the Project.

While the Company has used its judgment to estimate its capital needs, there can be no assurance that its estimates are accurate or that available debt or equity investments will be adequate. While the Company could attempt to obtain additional funding in the event that it has underestimated such capital needs, there can be no assurance that such additional funding would materialize should it be necessary or that it would be on terms acceptable to the Company. There can be no assurance that the Company will not elect to devote its resources to the Company's business opportunities in a manner that may cause a material adverse effect upon the business.

The Company may, but shall not be obligated to, raise additional capital through future debt or equity offerings or both, to meet capital shortfalls or provide for the expansion of the operations of the Company. In the event the Company elects to raise additional equity capital, the ownership percentage of existing Members would be diluted in connection with such offerings, except to the extent Members purchase additional shares in such subsequent offerings. In the event that the Company is unable to sell a sufficient number of Units, the Company may be forced to suspend or permanently terminate the Project unless it is able to find one or more additional sources of capital, which capital may be obtained on materially different terms from the terms of the currently proposed investment.

Lack of Public Market and Limitation on Transferability of Shares

The Units are not registered under the Securities Act or any other state securities laws and, accordingly, are not freely tradable or transferable without registration or other compliance with Federal and applicable state securities laws. Each Subscriber is required below to represent that he, she or it is acquiring the Units for investment and not with a view to distribution or resale; that he, she or it understands that the Units are for investment; that he, she or it must bear the economic risk of investment in the Units for an indefinite period of time; and that he, she or it may lose his, her or its investment altogether. Each Subscriber also must represent that he, she or it understands that the Units are not freely transferable and, in any event, that he, she or it understands that there will not now be, and that there can be no assurance that there ever will be, any market for the Units. Subject to the terms of the Operating Agreement, no sale, transfer, pledge or assignment of the Units, or any portion thereof may occur unless the Company, through its Manager(s), consents in

writing after receiving an opinion of counsel, satisfactory in form and substance to the Company, to the effect that the transfer is covered by proper exemptions from registration under the applicable securities laws.

Arbitrary Price, Dilution

The purchase price of the Units was determined arbitrarily. The price of the Units does not reflect current market value for the Company or any assets of the Company. The Unit price should not be considered an indication of the actual value of the Company or the Company's Membership Units.

Dependence on Key Personnel

The ability of the Company to continue operations depends to a significant extent on the abilities and involvement of the Manager. If the involvement of a Manager was to terminate, for any reason, the ability of the Company to continue its business may be adversely affected. In the event of the unavailability of a Manager there can be no assurance that the services of qualified substitute individuals or entities could be obtained without a material adverse effect on the business and prospects of the Company.

Potential Conflicts of Interest

A Manager is not required to render exclusive services in connection with the Project or the Company. A Manager has various other business interests, including in the Theatrical industry, and it will continue to render services in connection with other business projects, including entertainment projects, during all phases of production and distribution of the Project.

Competitive Industry

Some segments of the film industry are highly competitive. In the production phase, competition will affect the Company's ability to obtain the services of preferred performers and other creative personnel. The Company will be competing with producers of other film productions in arranging for filming, marketing, advertising and distribution in all available markets. The Project will be competing directly with other film productions and indirectly with other forms of public entertainment. The Company will compete with numerous larger film production companies which have substantially greater resources, larger and more experienced production and performance staff and established histories of successful production and performance of film productions.

Film Industry Risk

Film production revenues are dependent on numerous subjective factors, including quality and acceptance of that particular production and the presence of competing Film productions, opening in the market at or near the same time, the availability of alternative forms of entertainment and leisure time activities, technological changes, general economic conditions, and other tangible and intangible factors, all of which can change and cannot be predicted with certainty. Further, the

domestic and possible foreign sales of a film production is generally a key factor in generating sizeable revenue from other distribution and ancillary channels. Accordingly, there can be no assurance that the success of any production prior to and post opening can be accurately predicted.

Increase of Production and Acquisition Costs

The costs incurred in the production and marketing of any film production is subject to dramatic fluctuations both upward and downward. The production costs are the various costs, charges and expenses incurred in the acquisition or production of a Film production. Although the Company believes that it has a thorough understanding of the cost drivers and relationships which will give it the ability to lock in costs prior to the deployment of capital in the Project, production costs may increase in the future, thereby increasing the capital required for the operations of the Project.

Ability to Meet Distribution Schedule

Although one of the Company's business objectives is to produce the Project on time and on budget, there can be no assurances that the Company will be able to achieve this. The production and distribution of Film production are subject to numerous uncertainties, including financing requirements, the availability of desired talent and quality material, and the schedule of the theater and its affiliates.

Commercial Success

Many film productions open each year which are not commercially successful and fail to recoup their production costs from United States distribution. Foreign and ancillary markets have, therefore, become increasingly important. Although both foreign and ancillary markets have grown, neither provides a guarantee of revenue. Licensing and or distributing of a film production, in the ancillary markets is particularly dependent upon the performance in domestic and foreign commercial film production. If any film production is not an artistic or critical success or if, for any reason, it is not well-received by the public, it may be a financial failure.

Audience Appeal

The ultimate profitability of any film production depends upon its audience appeal in relation to the cost of its production and distribution. The audience appeal of a given film production depends, among other things, on unpredictable critical reviews and changing public tastes and such appeal cannot be anticipated with certainty.

Foreign Distribution

Foreign distribution of a theatrical production (i.e., outside the United States and Canada) may require the use of various foreign distributors. Some foreign countries may impose government regulations on the distribution of all film productions. Also, revenues derived from the distribution of the Project in foreign countries, if any, may be subject to currency controls and other restrictions

which may temporarily or permanently prevent the inclusion of such revenue in gross revenues of the Company.

Theatrical Production

Film Production piracy is extensive in many parts of the world. The commercial film industry monitors the progress and efforts made by various countries to limit or prevent piracy. In the past, these various trade associations have enacted voluntary embargoes on theatrical production exports to certain countries in order to pressure the governments of those countries to become more aggressive in preventing theatrical production piracy; however there can be no assurance that piracy of the Project can be prevented.

Industry Changes

The entertainment business in general and the feature film business in particular, are undergoing significant changes, primarily due to technological developments. These developments have resulted in the availability of alternative forms of leisure time entertainment, including expanded pay and basic cable Theatrical, syndicated Theatrical, video cassettes, video discs, and video games. It is impossible to accurately predict the effect that these and other new technological developments may have on the theatrical industry.

Other Risks

In any financial venture there are unknown and unforeseen risks, including, but not limited to, the risks specifically set forth hereinabove. Therefore, the foregoing risks are intended to be illustrative and not exhaustive, and all prospective investors should evaluate for themselves the opportunity to invest in the Company and be aware that there are other potential risks involved.

1. Subscription. The undersigned Subscriber subscribes for and agrees to purchase the number of Units of the Company, set forth on the signature page below. The Subscriber acknowledges that this subscription (i) is irrevocable, (ii) shall survive the death or disability of the Subscriber, (iii) is conditioned upon acceptance by the Company and may be accepted or rejected in whole or in part by the Company in its sole discretion and (iv) will expire if not accepted by the Company on or before January 31, 2023 or such other extended date as further provided in the Operating Agreement. If this subscription is not accepted, in whole or in part, on or before such date, funds received by the Company pursuant hereto shall be returned to the Subscriber, and this Subscription Agreement shall be deemed null and void and of no further force or effect.

The Subscriber agrees to be bound by all the terms and provisions of the Limited Liability Company Operating Agreement of the Company (as amended from time to time, the "Operating Agreement") in the form enclosed herewith. Capitalized terms not defined herein are used as defined in the Operating Agreement.

2. Representations, Warranties, and Covenants of the Subscriber. To induce the Company to accept this subscription, the Subscriber represents and warrants as follows:

- (a) The Subscriber has been furnished the Operating Agreement. The Subscriber has carefully read the Operating Agreement and this Subscription Agreement, including, but not limited to, the foregoing “Risk Factors”, and such other information and materials as the Subscriber has deemed appropriate and/or requested and received regarding the Company. The Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Units, is able to bear the risks of an investment in the Units and understands the risks of, and other considerations relating to, a purchase of Units, including the matters set forth under the caption “Risk Factors” in this Subscription Agreement.
- (b) The Subscriber (i) will not transfer, deliver, pledge, assign or otherwise dispose of any interest in the Units except in accordance with the restrictions set forth in the Operating Agreement and herein, and (ii) is acquiring the Units to be acquired hereunder for the Subscriber’s own account for investment purposes only and not with a view to resale or distribution.
- (c) The Subscriber understands that the Units have not been registered under the Securities Act, the securities laws of any state or the securities laws of any other jurisdiction, nor is such registration contemplated, as this Offering is intended to be a non-public offering pursuant to Section 4(2) and Regulation D of the Securities Act. The Subscriber understands and agrees further that the Units must be held indefinitely, and may not be offered, sold, transferred, pledged or otherwise disposed of, unless they are subsequently registered under the Securities Act and these laws or an exemption from registration under the Securities Act and these laws covering the sale of Units is available. Even if such an exemption is available, the assignability and transferability of the Units will be governed by the Operating Agreement, which imposes substantial restrictions on transfer. The Subscriber understands that legends stating that the Units have not been registered under the Securities Act and these laws and setting out or referring to the restrictions on the transferability and resale of the Units will be placed on all documents, if any, evidencing the Units. The Subscriber’s overall commitment to the Company and other investments which are not readily marketable is not disproportionate to the Subscriber’s net worth and the Subscriber has no need for immediate liquidity in the Subscriber’s investment in Units.
- (d) To the full satisfaction of the Subscriber, the Subscriber has been furnished with any materials the Subscriber has requested relating to the Company, the offering of Units or any statement made in this Subscription Agreement,

and the Subscriber has been afforded the opportunity to ask questions of the Manager(s) concerning the terms and conditions of the Offering and to obtain any additional information necessary to verify the accuracy of any representations or information set forth in this Subscription Agreement.

- (e) Other than as set forth in this Subscription Agreement and the Operating Agreement, the Subscriber is not relying upon any other information, representation or warranty by the Company or any agent of the Company in determining to invest in the Company. The Subscriber has consulted to the extent deemed appropriate by the Subscriber with the Subscriber's own advisers as to the financial, tax, legal and related matters concerning an investment in Units and on that basis believes that an investment in the Units is suitable and appropriate for the Subscriber. The Subscriber acknowledges that any placement agent used in connection with the offer and sale of the Units did not prepare this Subscription Agreement, the Operating Agreement, or any other Company document.
- (f) If the Subscriber is not a natural person, the Subscriber has the power and authority to enter into this Subscription Agreement, the Operating Agreement and each other document required to be executed and delivered by or on behalf of the Subscriber in connection with this subscription for Units, and to perform its obligations thereunder and consummate the transactions contemplated thereby, and the person signing this Subscription Agreement on behalf of the Subscriber has been duly authorized to execute and deliver this Subscription Agreement, the Operating Agreement and each other document required to be executed and delivered by the Subscriber in connection with this subscription for Units. If the Subscriber is an individual, the Subscriber has all requisite legal capacity to acquire and hold the Units and to execute, deliver and comply with the terms of each of the documents required to be executed and delivered by the Subscriber in connection with this subscription for Units. Such execution, delivery and compliance by the Subscriber does not represent a breach of, or constitute a default under, any instruments governing the Subscriber, any applicable law, regulation or order to which the Subscriber is subject, or any agreement to which the Subscriber is a party or by which the Subscriber is bound. This Subscription Agreement has been duly executed by the Subscriber and constitutes, and the Operating Agreement, when the Subscriber is admitted as a Member, will constitute, a valid and legally binding agreement of the Subscriber.
- (g) The Subscriber acknowledges that no general solicitation or general advertising, including communications published in any newspaper, magazine, or other broadcast medium, with respect to the Offering has been made to or received by the Subscriber.

- (h) The Subscriber was offered the Units in the state listed in the Subscriber's permanent address set forth in the Investor Questionnaire attached hereto or previously provided by the Subscriber to the Company and intends that the securities law of that such state govern the Subscriber's subscription.
- (i) The Subscriber understands that no federal or state agency has made any recommendation or endorsement of the Units, nor has any federal or state agency made any finding or determination as to the adequacy or accuracy of the information contained in this Subscription Agreement or any attachment hereto, as to the fairness of the Offering, or as to the merits of an investment in the Units.

3. Tax Information. The Subscriber certifies under penalties of perjury that (A) (i) the Subscriber's name, taxpayer identification or social security number and address provided in the Investor Questionnaire are correct and (ii) the Subscriber will complete and return with this

Subscription Agreement IRS Form W-9, Payer's Request for Taxpayer Identification Number and Certification, and (B) (i) the Subscriber is not a non-resident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate (as defined in the Code) and (ii) the Subscriber will notify the Company no later than sixty (60) days after a change to foreign status of such change. The Subscriber agrees to properly execute and provide to the Company in a timely manner any tax documentation that may be reasonably required by the Company.

4. Further Advice and Assurances. All information which the Subscriber has provided to the Company, including the information in the attached Investor Questionnaire, is correct and complete as of the date hereof, and the Subscriber agrees to notify the Company immediately if any representation, warranty or information contained in this Subscription Agreement, including in the attached Investor Questionnaire, becomes untrue or inaccurate at any time. The Subscriber agrees to provide such information and execute and deliver such documents as the Company may reasonably request from time to time to verify the accuracy of the Subscriber's representations and warranties herein or to comply with any law or regulation to which the Company may be subject.

5. Financial Information and Forecasts. From time to time, the Company may share with Subscriber pro-forma statements consisting of forecasted financial information (the "**Forecasts**"). Forecasts are only presented for illustrative purposes and represent the Company's estimates of revenue, expense and cash requirements. Forecasts discuss the Company's future expectations, contain projections of the Company's results of operations or financial condition, and include other "forward-looking" information within the meaning of Section 27A of the Securities Act. The Company will prepare Forecasts, if any, on the basis of information and assumptions developed internally by the Company.

Forward-looking statements that express the Company's beliefs, plans, objectives, assumptions, or future events or performance may involve estimates, assumptions, risks and uncertainties. The Company's actual performance and results may differ materially from those expressed in forward-looking statements made or incorporated by reference in the Forecasts due to the risks and uncertainties inherent in the Company's business, including, but not limited to, risks and uncertainties in the market, acceptance of and continuing demand for the Company's services and products, the impact of competitive services, and the Company's ability to obtain additional financing, should it be necessary to support the Company's operations. Forward-looking statements may include, but are not limited to, words or phrases such as "will likely result," "are expected to," "will continue," "is anticipated," "estimate," "intends," "plans," "projections," "predicts," "believes," "potential," and "outlook." Any forward-looking statements speak only as of the date on which that statement is made, and the Company will not update any forward-looking statement after the date on which such statement is made.

THE SUBSCRIBER ACKNOWLEDGES THAT THE COMPANY UNDERTAKES NO OBLIGATIONS AND DOES NOT INTEND TO UPDATE FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS OR CIRCUMSTANCES OCCURRING AFTER THE DATE ON WHICH SUCH STATEMENT IS MADE. THE SUBSCRIBER AGREES TO NOT UNDULY RELY ON FORWARD-LOOKING STATEMENTS AND ACKNOWLEDGES THAT THE COMPANY'S ACTUAL PERFORMANCE AND RESULTS MAY DIFFER MATERIALLY FROM THOSE EXPRESSED IN FORWARD-LOOKING STATEMENTS MADE OR INCORPORATED BY REFERENCE IN ANY FORECASTS.

6. Power of Attorney. The Subscriber, by executing this Subscription Agreement, appoints the Company, with full power of substitution, as the Subscriber's true and lawful representative and attorney-in-fact, in the Subscriber's name, place and stead to make, execute, sign, acknowledge, swear to and file the Operating Agreement, any amendments to the Operating Agreement, or any other agreement or instrument which the Company deems appropriate to admit the Subscriber as a Member of the Company. This power of attorney is coupled with an interest, is irrevocable and shall survive, and shall not be affected by, the subsequent death, disability, incapacity, incompetency, termination, bankruptcy, insolvency or dissolution of the Subscriber.
7. Indemnity. The Subscriber understands that the information provided herein will be relied upon by the Company for the purpose of determining the eligibility of the Subscriber to purchase Units. The Subscriber agrees to provide, if requested, any additional information that may reasonably be required to determine the eligibility of the Subscriber to purchase Units in the Company. To the maximum extent permitted by law, the Subscriber agrees to indemnify and hold harmless the Company and each Member thereof from and against any loss, damage, or liability due to or arising out of a breach of any representation, warranty or agreement of the Subscriber contained in this Subscription Agreement or in any other document provided by the Subscriber to the Company in connection with the Subscriber's investment in Units. Notwithstanding any provision of this Subscription Agreement, the Subscriber does not waive any rights granted to it under applicable securities laws. All

representations, warranties and covenants contained in this Subscription Agreement and the indemnification contained in this paragraph 7 shall survive the acceptance of this subscription.

8. Capital Deposit. The Subscriber is submitting the full amount of the Subscriber's Capital Commitment set forth on the signature page hereof, along with delivery of the Subscription Documents, by check payable to "Sequel Movie, LLC" (the "**Capital Deposit**"). If this subscription is not accepted, in whole or in part, by the Company on or before January 31, 2023 or such other date as extended by the Manager pursuant to the terms of the Operating Agreement, funds received by the Company pursuant hereto shall be returned to the Subscriber, and this Subscription Agreement shall be deemed null and void and of no further force or effect. Until the earlier of acceptance, rejection or expiration of the Subscriber's Offer to purchase hereunder, the Company shall hold the Capital Deposit (along with all other capital deposits from subscribers) in a separate non-interest-bearing account. Unless the Subscriber otherwise agrees in writing, the Company will not accept the undersigned Subscriber's Offer to purchase Units unless and until Capital Deposits from all subscribers total a minimum of Fifty Thousand and no/100 Dollars (\$50,000.00).

9. Modification. Neither this Subscription Agreement nor any provision hereof shall be waived, modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, modification, change, discharge or termination is sought.

10. Notices. All notices, requests, consents and other communications permitted hereunder shall be in writing and shall be deemed to have been given when delivered by personal delivery, by facsimile, by telegraph or telex, or Federal Express or similar courier service or by deposit in the United States mail, registered or certified, with postage prepaid, addressed as follows:

- a) If to the Subscriber, to the address set forth on the Investor Questionnaire;
- b) If to the Company, to the address set forth on the first page of this Subscription Agreement;

or to such other address as either the Company or the Subscriber may designate by notice given to the other from time to time in accordance with the provisions hereof.

11. Miscellaneous. This Subscription Agreement is not assignable by the Subscriber without the written consent of the Company. The representations and warranties made by the Subscriber in this Subscription Agreement shall survive the closing of the transactions contemplated hereby and any investigation made by the Company. The above Recitals and Risk Factors and the attached Investor Questionnaire are an integral part of this Subscription Agreement and shall be deemed incorporated by reference herein. This Subscription Agreement may be executed in one (1) or more counterparts, all of which together shall constitute one (1) instrument, and shall be governed by and construed in

accordance with the laws of the state of Georgia, without regard to principles of conflicts of law thereof. The failure of the Company to exercise any right or remedy under this Subscription Agreement or any other agreement between the Company and the Subscriber, or otherwise, or delay by the Company in exercising the same, will not operate as a waiver thereof. No waiver by the Company will be effective unless and until it is in writing and signed by the Company.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement on the date set forth below.

Date: _____

The undersigned Subscriber hereby subscribes for ____ Class A Membership Units in the aggregate amount of \$50,000.00, based on a price per Unit of Fifty Thousand and no/100 Dollars (\$50,000.00) (the Subscriber’s “Capital Commitment”).

<hr/>	<hr/>
Name of Subscriber (please print)	Authorized Signature(s)
<hr/>	<hr/>
Co-Subscriber for Joint Accounts	Authorized Signature(s)
<hr/>	<hr/>
By:	
<hr/>	<hr/>
Official Capacity or Title (If a corporation, partnership, trust or other entity)	Please print name of individual whose signature appears above if different than the name of the Subscriber

The Company hereby accepts the above application for subscription for Units.

Sequel Movie, LLC,
a Georgia limited liability company

By: _____

Its: Manager

Date: _____