SEQUEL MOVIE, LLC

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

DATED AS OF DECEMBER 28, 2021

THE MEMBER INTERESTS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS.

SUCH INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

SEQUEL MOVIE, LLC

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

This Limited Liability Company Operating Agreement of **SEQUEL MOVIE, LLC** (the "Company") is made as of December 28, 2021, by and among the Company, and **MARK ALAN BROWN**, as the initial Member, and those Persons who after the date of this Limited Liability Company Operating Agreement (the "Agreement") are admitted to the Company as Members. At the time of this Operating Agreement there are no members other than the Initial Member.

R E C I T A L S:

WHEREAS, the Company has formed a limited liability company under the Georgia Limited Liability Company Act, Section 14-11-100, *et seq.*, in the manner and for the purposes set forth therein; and

WHEREAS, the Company desires that it be operated in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

Section 1.1. Definitions. When used in this Agreement the following terms shall have the meanings set forth below:

"**Act**" means the Georgia Limited Liability Company Act, Section 14-11-100, *et seq.*, governing the organization of limited liability companies under the laws of the state of Georgia, as amended and in effect from time to time.

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person; for purposes of this definition, "**control**" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or otherwise.

"**Agreement**" means this Limited Liability Company Agreement, as amended from time to time.

"**Assignee**" means a Person to whom an interest in the Company has been transferred in accordance with the provisions of this Agreement but who has not been admitted

as a Successor Member. An Assignee is, and has only the limited rights of, an "assignee" under the Act, as further limited by the relevant provisions of this Agreement, and can become a Successor Member only in the manner provided in Section 9.2 hereof.

"**Available Cash**" means, with respect to any fiscal year, the sum of (i) all cash receipts of the Company during such fiscal year (excluding for this purpose Capital Contributions), and (ii) all reductions made by the Manager during such fiscal year in reserves established in prior periods, less the sum of (A) all cash operating expenditures and all cash debt service payments (including payments of principal, interest and penalties, if any), and (B) all additions to reserves during such fiscal year deemed reasonably appropriate by the Manager, including reserves for capital expenditures, working capital and contingent liabilities.

"**Capital Account**" of a Member means the Capital Account established for such Member under Section 4.3 of this Agreement.

"**Capital Contribution**" means, with respect to any Member or Assignee, the amount of (i) cash, and (ii) the net fair market value of any property other than cash, contributed by the Member or Assignee (or its predecessor in interest) to the Company.

"**Capital Raise Term**" shall mean the period of time commencing upon the execution of this Agreement and continuing for a period until January 31, 2023; provided, however, that such Capital Raise Term may be extended, in the sole discretion of the Manager, for an additional three (3) month period upon notice to the Members during which time the Company will offer Units in the Offering.

Class A Member" means a Member owning Class A Units as set forth on Schedule A attached hereto.

"**Class A Units**" means those Units issued to Class A Members and having rights and obligations specified with respect to Class A Units in this Agreement.

"**Class B Member**" means the Manager in the Company.

"**Class B Units**" means those Units issued to Class B Members and having rights and obligations specified with respect to Class B Units in this Agreement.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

"**Company**" means Sequel Movie, LLC, a Georgia limited liability company.

"**Depreciation**" means, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period.

"**Distribution**" means, with respect to any Member, the amount of (i) cash, and

(ii) the fair market value of any property other than cash, distributed by the Company to the Member.

"**Manager**" means, as of any particular time, a Person who is appointed as Manager of the Company in accordance with the provisions of this Agreement. The initial Manager is Mark Alan Brown, Manager ("Manager").

"**Member**" means any of the Persons whose names are set forth on Schedule A attached hereto or who may be admitted as a Member in the future pursuant to the terms hereof. An Assignee is not a Member.

"**Member Nonrecourse Debt**" has the meaning set forth in Section 1.704-2(b)(4) of the Treasury Regulations.

"**Member Nonrecourse Deductions**" has the meaning set forth in Section 1.704- 2(i)(2) of the Treasury Regulations.

"**Member Tax Rate**" means, with respect to any fiscal year of the Company, a tax rate reasonably selected by the Manager as the highest effective combined statutory rate of federal and state income tax imposed on taxable income of the Company for such fiscal year allocated to the Members or Assignees.

"**Nonrecourse Deductions**" has the meaning set forth in Section 1.704-2(i)(2) of the Treasury Regulations.

"**Offering**" means the private offering of the Company in which it will offer up to Five Million Seven Hundred Thousand Dollars ($5,700,000.00) of Class A Units at Fifty Thousand Dollars ($50,000.00) per Unit.

"**Person**" means an individual, corporation, company, partnership, limited liability company, association, trust, joint venture, unincorporated organization, or any other entity or group.

"**Profits**" or "**Losses**" means, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

(i) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

(ii) any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Section 705(a)(2)(B) expenditures pursuant to Section 1.704-1(b)(2)(iv)(i) of the Treasury Regulations and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be subtracted from such taxable income or loss;

(iii) gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with the definition of "Depreciation."

"**Project**" means a feature film currently entitled "Sequel".

"**Property**" means all properties, assets, and rights of any nature from time to time owned by the Company, including all rights in the Project.

"**Recoupment**" means the time at which the Members have received aggregate Distributions equal to One Hundred Twenty Percent (120%) of their aggregate Capital Contributions.

"**Reserve**" means a reasonable amount established and maintained at any time and from time to time for working capital or to pay taxes, insurance, debt service, repairs, renewals, replacements, anticipated expenditures, operating and cash deficits incident to any Company business or property or for any other Company purpose.

"**Subscription Agreement**" means a completed subscription agreement to subscribe for one or more Membership Units in accordance with the terms of the Offering. A Person submitting a Subscription Agreement is a "**Subscriber**", and the final acceptance of a Subscription Agreement in accordance with its terms is a "**Subscription**".

"Successor Member" means a Person to whom a Membership Unit has been Transferred and who has been admitted to the Company as a Successor Member.

"**Transfer**" means, with respect to any Unit, any sale, assignment, gift, pledge, encumbrance, or any other disposition, whether voluntary, involuntary or by operation of law, outright or in connection with the grant of a security interest.

"**Treasury Regulations**" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time.

"**Units**" or "**Membership Units**" refers to the interests of Members and Assignees in the Profits, Losses, income, deductions and credits of the Company and/or Distributions by the Company. The number of Units held by each person admitted to the Company as a Member and by each Assignee shall be as set forth on Schedule A attached hereto. The total "Membership Units" at any point in time shall be the sum of the Units held by all Members and Assignees as listed on Schedule A pursuant to the then most recent amendment thereto in accordance with the terms of this Agreement. Each Class A Unit shall have a purchase price of Fifty Thousand Dollars ($50,000.00) unless otherwise agreed by the Manager.

ARTICLE II

Section 2.1 Company Name. The business of the Company shall be conducted under the name "Sequel Movie, LLC", or under such other name(s) as the Manager may from time to time determine.

Section 2.2 Purpose of Company. The Company is organized for the purpose of developing, packaging, producing, marketing and distributing a feature film currently entitled, "Sequel" and to engage in any other lawful act for which a limited liability company may be organized under the Act. The Company shall be authorized to engage in any and all other lawful activities which the Manager determines to be beneficial or desirable for the development of the aforementioned purposes.

Section 2.3 Title to Property. Title to the Property shall be held in the name of the Company or its nominee.

Section 2.4 Registered Office: Principal Place of Business. The name of the Company's registered agent for service of process is Zen Business, Inc., and the address is 3390 Peachtree Road NE, Suite 320, Atlanta, Georgia 30326. The principal place of business of the Company shall be at 3390 Peachtree Road NE, Suite 320, Atlanta, Georgia 30326 or such other place as the Manager may determine from time to time. The Manager may change the Company's registered agent or the location of the Company's registered office or principal place of business as the Manager may from time to time determine.

Section 2.5 Qualifications in Other Jurisdictions. The Manager shall cause the Company to be qualified, formed or registered under assumed or fictitious names statutes or similar laws in any jurisdiction in which the Company transacts business. Any Manager, as an authorized person within the meaning of the Act, may execute, deliver and file any certificates and any amendments and/or restatements thereof necessary for the Company to do business in a jurisdiction in which the Company may wish to conduct such business. The Manager shall prepare, execute and cause to be filed such original or amended certificates evidencing the formation and operation of the Company whenever the same may be required under the laws of any states where the Company may do business.

ARTICLE III

Section 3.1 Term of Company. The existence of the Company commenced upon the filing of the Articles of Organization of the Company in the office of the Secretary of State of the state of Georgia and shall continue until dissolved in accordance with the provisions of Article XI of this Agreement.

ARTICLE IV

Section 4.1 Capital Contributions of the Members.

(a) The Manager is authorized to accept Subscriptions from prospective Members in the Offering for up to One Hundred Fourteen (114) Class A Units at an issue price of Fifty Thousand Dollars ($50,000.00) per Class A Unit in the manner set forth in this Section.

(b) The Manager may accept or reject Subscriptions in its discretion. The Manager, in its discretion, may also accept Subscriptions for less than one Membership Unit. The rights and obligations of each Subscriber are set forth in the Subscription Agreement. Once the Manager has accepted a Subscription, the Subscriber shall be admitted to the Company as a Member.

(c) Except as described in Section 4.1(d) below and except as may otherwise be determined by the Manager, all Capital Contributions shall be made in cash. No Member shall be required to personally guaranty any debts of the Company except as, and to the extent, agreed in writing, in advance, by such Member.

(d) Mark Alan Brown as an initial Member of the Company has contributed Twenty-Five Thousand Dollars ($25,000.00), in cash and/or services for the purposes of purchasing one (1) Membership B Unit in the Company, the receipt and sufficiency of which is acknowledged by the Company. Mark Alan Brown is not required to make any additional contribution to the capital of the Company.

Section 4.2 Withdrawal and Return of Capital. Except as otherwise specifically provided in this Agreement, no Member or Assignee is entitled to demand, withdraw or receive any return of its Capital Contributions or to be paid interest on its Capital Account or on its Capital Contributions. An unpaid Capital Contribution is not a liability of the Company or of any Member or of any Manager.

Section 4.3 Capital Accounts. The Company shall create upon its books and records a capital account ("Capital Account") for each Member, which shall be maintained in accordance with the following provisions:

(a) to each Member's Capital Account there shall be credited such Member's Capital Contributions, such Member's distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 5.2, and the amount of any Company liabilities which are assumed by such Member or which are secured by any property distributed to such Member;

(b) to each Member's Capital Account there shall be debited the amount of cash distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses and any items in the nature of deductions or losses which are specially allocated pursuant to Section 5.2, and the amount of any liabilities of such Member which are assumed by the Company or which are secured by any property contributed by such Member to the Company;

(c) if all or a portion of an interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest; and

(d) In determining the amount of any liability for purposes of clauses (a) and (b), above, there shall be taken into account Section 752(c) of the Code and any other applicable provisions of the Code and Treasury Regulations.

Section 4.4 Capital Contributions to be held in Escrow Account. All Capital Contributions contributed to the Company by a Class A Member shall be maintained in a separate non-interest bearing account in the Company's name and controlled by the Manager ("Escrow Account"). If the Company has not secured Five Million Seven Hundred Thousand Dollars ($5,700,000.00) by January 31, 2023, all funds in the Escrow Account shall be returned to the Class A Members contributing same without interest. The Manager, in his sole discretion, may extend the foregoing date for an additional three (3) months or until April 30, 2023. Notwithstanding the foregoing, once such funds are in aggregate equal to or greater than Three Million Dollars ($3,000,000.00), the Company has the right to break escrow and utilize the funds in the Escrow Account for the purpose of funding the Project. Notwithstanding the above, the Company will not break escrow until the Company secures a Completion Bond to complete the Production based on a budget of Five Million Seven Hundred Thousand Dollars ($5,700,000.00) in the event it might go over budget.

Section 4.5 Compliance with Code Section 704(b). The manner in which Capital Accounts are to be maintained pursuant to Section 4.4 is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder. If the Manager determines that the manner in which Capital Accounts are to be maintained pursuant to Section 4.4 should be modified in order to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder, as a result of legislative, judicial or regulatory changes or otherwise, then, notwithstanding anything to the contrary contained in Section 4.4, the Manager shall alter the method in which Capital Accounts are maintained, and the Manager shall have the authority to amend this Agreement without the approval of the Members to reflect any such change in the manner in which Capital Accounts are maintained; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement among the Members.

Section 4.6 Subsequent Contributions. No Member will be obligated to make any subsequent Capital Contribution. The identity of the Members and their Capital Contributions, as they exist from time to time, will be set forth on Schedule A attached to this Agreement, as amended from time to time as necessary.

ARTICLE V

Section 5.1 Allocation of Profits and Losses. Except as otherwise provided in Section 5.2 below, Profits and Losses for any fiscal year shall be allocated among the Members in such a manner that, as of the end of such fiscal year, the sum of (i) the Capital Account of each Member, (ii) such Member's share of Minimum Gain (as determined according to Treasury Regulation Section 1.704-2(g)) and (iii) such Member's partner non-recourse debt minimum gain (as defined in Treasury Regulation Section 1.704-2(i)(3)) shall be equal to the respective net amounts, if positive, which would be distributed to them under this Agreement, determined as if the Company were to liquidate the assets of the Company and distribute the proceeds of liquidation pursuant to Article XI below. Profits and Losses for such fiscal year shall be allocated among the Members in accordance with the following sub-sections (a) and (b):

(a) Profits shall be allocated as follows: (i) first, to Members with negative Capital Account balances in proportion to the total of all such negative Capital Account balances, up to the amount that brings all Members' Capital Account balances to zero; (ii) second, to all Members pro rata in proportion to the Members' shares of the total actual distributions paid to Members during the fiscal year under Sections 6.1 and 6.2 below, until the total Profits allocated under the foregoing clause (i) and this clause (ii) equals such total amount of actual distributions; and (iii) third, to all Members in proportion to the amounts of the total remaining (unallocated) Profits for such fiscal year that each of the Members would receive if such amount was distributed pursuant to Section 6.1 hereof as of the end of such fiscal year.

(b) Losses shall be allocated as follows: (i) first, to Members with positive Capital Account balances in proportion to the total of all positive Capital Account balances, up to the amount that brings all Members' Capital Account balances to zero; and (ii) second, to all Members in proportion to the amount of a hypothetical additional distribution of One Dollar ($1) that each Member would receive pursuant to Section 6.1 hereof if such One Dollar ($1) distribution were made as of the end of such fiscal year.

Section 5.2 Special Allocations. Notwithstanding Section 5.1, the following special allocations shall be made in the following order:

(a) Profits and Losses and items thereof shall be allocated as though this Agreement contained (and are thereby incorporated herein by reference):

(i) a minimum gain charge back provision that complies with the requirements of 1.704-2(f) of the Treasury Regulations, respectively;

(ii) a nonrecourse debt minimum gain chargeback provision that complies with the requirements of Section 1.704-2(i)(4) of the Treasury Regulations; and

(iii) a qualified income offset provision that complies with the requirements of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations.

(b) Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Members and Assignees in proportion to their Units.

(c) Any Member Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1) and (2).

(d) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or Section 743(b) of the Code is required, pursuant to Section 1.704-1(b)(2)(iv)(m) of the Treasury Regulations, to be taken into account in determining

Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members and Assignees in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

(e) The allocations set forth in this Section 5.2 (the "Regulatory Allocations") are intended to comply with certain provisions of Section 1.704-1 and 1.704-2 of the Treasury Regulations. Notwithstanding any other provisions of this Agreement, the Regulatory Allocations shall be taken into account in allocating Profits and Losses and other items of income and deduction among the Members and Assignees so that, to the extent possible, the net amount of such allocations of Profits and Losses, other items of income, gain, loss and deduction, and the Regulatory Allocations to each Member or Assignee shall be equal to the net amount that would have been allocated to each Member or Assignee if the Regulatory Allocations had not occurred.

Section 5.3 Allocation of Tax Credits. All tax credits allowed in connection with any depreciable property shall be allocated in the same manner as deductions for Depreciation of such property, and all tax credits allowed in connection with other expenditures shall be allocated in the same manner as deductions arising out of such other expenditures. Any and all state or federal tax credits shall be allocated one hundred percent (100%) to the Members in proportion to their Capital Accounts on a pro rata basis.

Section 5.4 Section 704(c) Allocations.

(a) In accordance with Section 704(c) of the Code and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial fair market value.

(b) Subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and the value at which such asset is reflected in the Capital Accounts of the Members, to the extent such variation was not previously taken into account pursuant to Section 5.4(a), in the same manner as under Section 704(c) of the Code and the Treasury Regulations thereunder.

(c) Allocations pursuant to Sections 5.4(a) and (b) shall be determined by the Manager using any permissible method under Section 704(c) of the Code and the Treasury Regulations thereunder.

(d) Allocations pursuant to Sections 5.4(a) and (b) are solely for purposes of federal, state, and local income taxes and notwithstanding any other provision of this Agreement, such allocations shall not affect, or in any way be taken into account in

computing, any Member's Capital Account or share of Profits, Losses, other items, or Distributions pursuant to any provision of this Agreement.

Section 5.5 Certain Other Allocation Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly or other basis, as determined by the Manager in its sole discretion using any permissible method under Section 706 of the Code and the Treasury Regulations thereunder.

(b) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and credit, for any fiscal year or other period, and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits or Losses, as the case may be, for such year or other period.

Section 5.6 Recapture Responsibility. In making the allocation of Profit among the Members, the ordinary income portion, if any, of such Profit caused by the recapture of cost recovery or any other deductions shall be allocated among those Members who were previously allocated the cost recovery or any other deductions in proportion to the amount of such deductions previously allocated to them. It is intended that the Members, as between themselves, shall be allocated the proportionate recapture income as a result of any cost recovery or other deductions which were previously allocated to them, in proportion to the amount of such deductions which have been allocated to them, notwithstanding that a Member's share of profits, losses or liabilities may increase or decrease from time to time. Nothing in this Section 5.6, however, shall cause the Members to be allocated more or less gain or profit than would otherwise be allocated to them pursuant to the other provisions of this Article V.

ARTICLE VI

Section 6.1 Distributions. The Manager shall have the exclusive right and power to determine whether, when and to what extent the Company shall make Distributions out of Available Cash in accordance with the terms of this Agreement in amounts which the Manager determines to be appropriate considering the Company's cash needs, operating expenses, debts and anticipated project; provided, however, that, subject to Sections 6.2 and 6.3, nothing in this Section will in any way obligate the Manager to cause Distributions to be made. In the event that Distributions are made, Distribution shall be made in the following order and priority:

(a) First, one hundred percent (100%) to the Class A Members pro rata in proportion to their Class A Units until Recoupment;

(b) After Recoupment, then to pay any and all deferred compensation to individuals or companies involved in the development, production or post-production of the Project; and

(c) Next, after payment of the Distributions provided in Section 6.1(b), fifty percent (50%) to the Class A Members pro rata in proportion to the Class A limits, and fifty percent (50%) to the Class B Members pro rata in proportion to their Class B Units.

For purposes of calculating and determining whether the Company has satisfied its distribution obligations under this Section 6.1, (1) any distributions made pursuant to Section 6.2 shall be treated as distributions made pursuant to this Section 6.1, and (2) all salary, bonus, employee benefits and other cash compensation amounts paid to Members by the Company in respect of their service as employees, Manager and/or officers of the Company shall be excluded, and shall not be treated as distributions under this Section 6.1.

Section 6.2 Distributions for Tax Purposes.

(a) The Manager shall cause the Company to make Distributions out of Available Cash, if any, within seventy-five (75) days after the end of any fiscal year of the Company, beginning with the fiscal year ending on December 31, 2022, to each Member owning Units in an amount equal to (i) the excess of (A) the total amount of taxable income of the Company allocated to such Member for such fiscal year, over (B) the amount, if any, by which the sum of all items of deduction and loss allocated to such Member for all prior fiscal years exceeds the sum of all items of taxable income of the Company allocated to such Member (and any predecessor in interest of such Member) for all prior fiscal years, multiplied by (ii) the Member Tax Rate for such fiscal year (the "Tax Distributions"); provided, however, that subsequent Distributions to the Members made during such fiscal year and subsequent fiscal years shall be adjusted as necessary to ensure that, over the entire term of the Company the aggregate cash distributed to a Member shall be equal to the amount to which such Member would have been entitled had there been no Tax Distributions. If in any fiscal year, Available Cash is insufficient to permit the payment in full of the Tax Distributions computed as set forth above, then in any fiscal year in which Available Cash exceeds required Tax Distributions, the Tax Distributions payable under this Section 6.2(a) shall be increased (but not in excess of Available Cash) until such deficiency has been recouped.

(b) The Manager may cause the Company to make periodic Distributions to the Members during each fiscal year based on the Manager's reasonable estimate of the amount that will be required to be distributed pursuant to Section 6.2(a) for such fiscal year in order to provide funds to the Members for the payment of estimated taxes by such Members. In the event any such periodic Distributions are made for any fiscal year, the amount of the Distribution made after the end of the fiscal year shall be appropriately adjusted so that the total amount distributed to each Member (taking into account periodic Distributions made pursuant to this Section 6.2(b)) is equal to the amount such Member would have been entitled to receive pursuant to Section 6.2(a) had no such periodic Distributions been made.

Section 6.3 Payment and Withholding of Certain Taxes. Notwithstanding anything to the contrary herein, to the extent that the Company is required, pursuant to any applicable law, (i) to pay tax (including estimated tax) on a Member's allocable share of Company items of income

or gain, whether or not distributed, or (ii) to withhold and pay over to the tax authorities any portion of a Distribution otherwise distributable to a Member, the Company may pay over such tax or such withheld amount to the tax authorities, and such amount shall be treated as a Distribution to such Member at the time it is paid to the tax authorities. For purposes of this Section 6.3, the Company may assume that any Member who fails to provide to the Company satisfactory evidence of its tax status for United States federal income tax purposes is a foreign person.

ARTICLE VII

Section 7.1 Initial Members. Mark Alan Brown is the initial Member of the Company. Additional Members will be listed on Exhibit A attached to this Agreement, as amended from time to time as necessary.

Section 7.2 Representations and Warranties. Each Member hereby represents, warrants and covenants to and with, and agrees with, the Company, the Manager, and each other Member that:

(a) Except as otherwise provided for in this Agreement, such Member will not engage in or permit the Transfer of all or of any part of his Membership Units and will not assign, sell, mortgage, pledge or otherwise transfer or encumber any of such Member's rights under this Agreement.

(b) Such Member has at all times been granted full and unrestricted access to all of the Company's financial books and records as such Member has requested, and has at all times been permitted to examine all of the foregoing, to question the Manager and the other Members, and to make all other investigations that such Member considered appropriate to determine or verify the business and/or condition (financial or otherwise) of the Company and its ability to conduct the business, activities and transactions contemplated by this Agreement.

(c) The Company has furnished to such Member all additional information concerning the Company's business and affairs as such Member has requested.

(d) Such Member understands the Company and its property, structure, business, management, and financial condition and that an investment in the Company is highly speculative.

(e) Such Member is able to evaluate the merits, risks, and other factors bearing on the suitability of a Membership Unit in the Company as an investment.

(f) Such Member is not now, and does not contemplate being, required to dispose of such Member's Unit(s) to satisfy any existing or expected obligations or undertaking, and such Member is otherwise fully able to bear the economic risks of such Member's investment in the Company, including the risk of losing all or any part of such Member's investment and the probable inability to sell, transfer or pledge, or otherwise dispose of or

realize upon, such Member's Unit(s) until the Company is dissolved and the liquidation of all Company property is completed under the relevant provisions of this Agreement.

(g) Such Member has at all times held and will continue to hold such Member's Unit(s) solely for such Member's own account, as a principal, for investment purposes only and not with a view to, or for resale in connection with, any distribution or underwriting of such Member's Interest.

(h) Such Member understands and acknowledges that:

(i) Such Member's Unit(s) have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act") or under any state securities laws;

(ii) Such Member must hold his Unit(s) indefinitely unless it is subsequently registered under all applicable federal and state securities laws or transferred subject to and strictly in accordance with all of the restrictions and conditions set forth in Article 7;

(iii) Such Member will not engage in or permit the Transfer of all or any portion of his Membership Unit(s) other than in a manner which is strictly in accordance with all of the restrictions and conditions set forth in Article 7.

Section 7.3 Information.

(a) In addition to the other rights specifically set forth in this Agreement, each Member and each Assignee is entitled to all information to which said Member or Assignee is entitled to have access under the Act under the circumstances and subject to the conditions therein stated.

(b) The Members and Assignees acknowledge that, from time to time, they may receive information from or regarding the Company in the nature of trade secrets or that otherwise is confidential, the release of which may be damaging to the Company or Persons with which it does business. Each Member and each Assignee will hold in strict confidence any information it receives regarding the Company that is identified as being confidential (and if that information is provided in writing, that is so marked) and will not disclose it to any Person other than another Member or a Members, except for disclosures: (i) required by law; (ii) to advisers or representatives of the Member or Persons to which a Member's or Assignee's Interest may be transferred as permitted under this Agreement, but only if the recipients have agreed to be bound by the provisions of this Section 7.3; or (iii) of information that said Member or Assignee also has received from a source independent of the Company that said Member or Assignee reasonably believes obtained that information without breach of any obligation of confidentiality. The Members and Assignees acknowledge that breach of the provisions of this Section 7.3 may cause irreparable injury to the Company for which monetary damages are inadequate, difficult to compute, or both. Accordingly, the Members and Assignees agree that the provisions of this Section 7.3 may be enforced by specific performance without posting bond.

Section 7.4 Liability to Third Parties. No Member or Assignee will, by virtue of being a Member or Assignee or owning a Membership Unit(s), be liable for the debts, obligations or liabilities of the Company, including a judgment decree or order of a court.

Section 7.5 Withdrawal. A Member or Assignee has no right whatsoever to withdraw from the Company as a Member or Assignee, and shall not do so. A Member or Assignee who attempts to withdraw from the Company shall be liable to the Company for any damages suffered by the Company on account of the breach and shall be entitled to receive any payment for such Member's Unit(s) or a return of such Member's Capital Contribution only at the time otherwise provided in this Agreement for distributions to Members and Assignees.

Section 7.6 Lack of Authority. No Member (in his capacity as a Member) has any authority or power whatsoever to act for or on behalf of the Company, or to do, perform, or cause any act that would bind or be binding on the Company, or to exercise any authority or power granted to or held by the Company, or to incur any expenditures on behalf of the Company, unless he is specifically authorized to do so under the relevant provisions of Article 6.

ARTICLE VIII

Section 8.1 Powers and Duties of the Manager.

(a) The Manager, for and in the name and on behalf of the Company, is hereby granted and has the full, complete and exclusive right, power, and authority to manage, direct, and control the business and affairs of the Company, and to act for and bind the Company, and is hereby authorized to take any action of any kind and to do and perform any and all acts and deeds which she deems necessary or desirable in accordance with the provisions of this Agreement.

(b) The Manager will perform its duties under this Agreement in a prudent, efficient, and business-like manner with due care. The Manager will devote so much of its time as it determines to be necessary to supervise the business of the Company, but is not required to devote its full time and attention to the Company. The Company specifically acknowledges that the Manager may have outside employment or professional commitments which may be competitive with the business of the Company.

(c) The Manager has all powers, rights and authority necessary, incidental or convenient to carry out the purposes of the Company. In amplification and not in limitation of the foregoing, and subject to its authority to delegate its powers under this Agreement, the Manager has the exclusive power, right and authority on behalf of the Company, upon such terms and conditions as it, in its sole and absolute discretion determines, from time to time to:

(i) Undertake and perform any and all activities related to the development and production of the Project.

(ii) Receive, own, hold, use, manage and maintain all Property.

(iii) Enter into contracts with attorneys, accountants, brokers, investment advisors, consultants, and other professionals and experts.

(iv) Hire personnel on a full time or part-time basis.

(v) Borrow, including borrowing from any Member or Manager or Assignee and/or from any other Person, money for working capital, for temporary and permanent financing, and for any other purpose in connection with the business and/or purposes of the Company, which borrowing may be unsecured or secured, upon such terms and conditions as the Manager determines in its sole and absolute discretion.

(vi) Enter into contracts with actors, crew, suppliers, and other Persons supplying goods and services.

(vii) Grant security interests in all or any part of the Property.

(viii) Invest and reinvest cash in money market investments and in bank savings accounts.

(ix) At any time and from time to time, sell, sell and lease back, lease as an entirety, lease, rent, grant options on, convey, transfer and otherwise deal in and with all or any part of the Property, to any Person.

(x) Execute and deliver instruments, agreements and other writing necessary, convenient or incidental to any of the foregoing.

(xi) Confess judgments on behalf of the Company.

(xii) Establish and maintain Reserves.

(xiii) Engage in any kind or manner of activity and perform and carry out contracts of any kind or nature necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Company as may be lawfully carried on or performed by a limited liability company under all applicable law.

Section 8.2 Limitation on Liability of the Manager; Indemnification.

(a) Any Manager is not liable, responsible or accountable in damages or otherwise to the Company or to any Member or Assignee for any act or omission performed or omitted by it in good faith pursuant to the authority granted to it by this Agreement and in a manner reasonably believed by it to be within the scope of the authority granted to them under this Agreement and which does not constitute willful misconduct or gross negligence.

(b) The Company hereby indemnifies and will save and hold harmless the Manager and the Company's officers, members, directors, agents, employees, successors and assigns (collectively, the **"Indemnified Parties"**) against any and all claims and demands whatsoever to the fullest extent permitted by law. In illustration and not in limitation: in any threatened, pending, or completed claim, demand, action, suit, or proceeding to which an Indemnified Party was or is a party or is threatened to be made a party by reason of the fact that he is or was associated with the Company (other than an action by or in the right of the Company) involving an alleged cause of action for damages in carrying out the purposes of the Company, the Company shall indemnify the Indemnified Parties against expenses, including attorneys' fees, judgments and amounts paid in settlement, actually and reasonably incurred by the Indemnified Parties in connection with such action, suit, or proceeding if the Indemnified Parties acted in good faith and in a manner reasonably believed to be in and not opposed to the Company's best interests and provided that the Indemnified Parties' conduct does not constitute gross negligence or willful conduct.

(c) Expenses (including attorneys' fees and expenses) incurred by the Indemnified Parties in defending a civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding but not later than two (2) weeks prior to the final disposition.

(d) The indemnification and advancement of expenses provided by this Section 8.2 is not and shall not be deemed exclusive of any other rights to which the Indemnified Parties may be entitled under any by-law, agreement, or otherwise, both as to action in an official capacity and as to action in any other capacity while in office, and will continue as to a Person who has ceased to be an Indemnified Party.

(e) The Company may purchase and maintain insurance on behalf of any Person who is or was an Indemnified Party, or is or was serving at the request of the Company as a director, partner, member, Manager, officer, employee or agent of another limited partnership, corporation, limited liability company, joint venture, trust or other enterprise against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as such, whether or not such Person would be entitled to indemnity against such liability under the provisions of this Section 8.2.

(f) Indemnification under this Section 8.2 will continue as to an Indemnified Party who has ceased to serve in the capacity which initially entitled him to indemnity under this Agreement. The rights granted under this Section 8.2 are and for all purposes

will be deemed contract rights, and no amendment, modification or repeal of this Agreement will have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal.

(g) If this Section 8.2 is in whole or in part invalidated on any ground by any court of competent jurisdiction, then the Company will nevertheless indemnify and hold harmless the Indemnified Parties as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Section 8.2 that is not invalidated and to the fullest extent permitted by applicable law.

Section 8.3 Number and Tenure.

(a) The Company shall at all times have at least one (1) Manager and no more than two (2) Managers. The Managers shall each have one (1) vote on each matter on which the Managers may vote. In the event that there are two (2) Managers and both Managers do not agree on any decision for, on behalf of, or in respect of, the management and operations of the Company, the vote of Mark Alan Brown shall control such decision. Managers may vote in person, by telephone, by e-mail, by fax or by any other reasonable means. Managers shall make a written record of each Manager's vote; provided however, that the failure of any Manager to make or circulate such record shall not affect the validity of any Manager's vote.

(b) Any Manager, and any successor Manager, will hold office until their death, resignation, or termination of existence. If any Manager resigns, the remaining Manager may appoint a successor Manager.

Section 8.4 Appointment of Initial Manager. The initial Member shall be: Mark Alan Brown, Manager.

Section 8.5 Resignation. A Manager can resign at any time by giving written notice to such effect (a "Resignation Notice") to the Members. Such resignation will take effect upon the first to occur of (i) thirty (30) days after transmission to the Members of the Resignation Notice (or such later time as may be specified therein), or (ii) the date on which the resigning Manager's successor Manager, if any, assumes office.

Section 8.6 Reimbursement of Expenses; Remuneration. The Company will reimburse the Manager for all expenses reasonably incurred and paid by a Manager or by any Affiliate of such Manager(s) on behalf of the Company, including all out-of-pocket expenses incurred by such Manager(s) in carrying out their duties and responsibilities under this Agreement; provided, however, that all expenses of the Company will, to the extent practicable, be directly billed to and paid by the Company. The Manager is not entitled to receive, and the Company will not pay, any remuneration for services the Manager renders the Company to carry out the duties and responsibilities as Manager under this Agreement.

Section 8.7 Other Business Opportunities. Any of the Members and/or any of the Managers, or any Interest holder, officer, director, employee or other person holding a legal or beneficial interest in any entity which is a Member and/or Manager, may engage in or possess an interest in other business ventures of every nature and description, whether or not in competition with the business of the Company, independently or with others; and neither the Company nor the Members and/or Manager shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits derived therefrom.

ARTICLE IX

Section 9.1 Conditions of Transfer. No Member or Assignee may Transfer any portion or all of or any interest or rights in the Member's or Assignee's Membership Interest unless the following conditions ("Conditions of Transfer") are satisfied:

(a) This security has not been registered under the Securities Act of 1933, as amended, or applicable state securities laws, and may not be sold, pledged or otherwise transferred without an effective registration statement under such act or pursuant to an exemption from the registration requirements of such act and applicable state securities laws, supported by an opinion of counsel, reasonably satisfactory to the company and its counsel, that such registration is not required and that any and all costs, fees and expenses to secure said opinion and fees and costs in any review of same shall be paid by Member seeking to transfer a membership interest. Any such transfer or assignment without acting in full accordance with this subsection (a) shall be and is void *ab initio* and of no force or effect whatsoever.

(i) The Transfer will not require registration of Membership Interests under any federal or state securities laws;

(ii) The transferee delivers to the Company a written instrument agreeing to be bound by the terms of this Agreement and the Manager consents to such transfer, which consent will not be unreasonably withheld;

(iii) The Transfer will not result in the termination of the Company pursuant to Section 708 of the Code or prevent the Company from constituting a "partnership" for federal income tax purposes;

(iv) The Transfer will not result in the Company being subject to the Investment Company Act of 1940, as amended;

(v) The transfer or the transferee delivers the following information to the Company before the Transfer is made: (i) the transferee's taxpayer identification number; (ii) the transferee's initial tax basis in the transferred
Membership Interest; and (iii) the transferee's address;

(vi) Any attempted Transfer of a Membership Interest, or any part thereof, not in compliance with this Article IX is null and void *ab initio*; and

(vii) Each Holder hereby acknowledges the reasonableness of the prohibition contained in this Article IX in view of the purposes of the Company and the relationship of the Holders. The Transfer of any Membership Interests in violation of the prohibition contained in this Article IX shall be deemed invalid, null and void and of no force or effect. Any Person to whom Membership Interests are to be transferred in violation of this Article IX shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive distributions from the Company or have any other rights in or with respect to the Membership Interest. The Transferor shall be responsible to pay for any and all attorney fees, costs, and expenses of the Company relating to the transfer conditions as stated herein.

(b) Notwithstanding, an individual Manager can transfer their rights, duties and responsibilities to a corporate nominee controlled by said individual Manager.

(c) Notwithstanding the provisions of subsection (a) of this Section, a Member can Transfer any part or all of its Membership Interest at any time and from time to time, without the required consent of the Manager, to: (i) a parent or parents, spouse, natural or adopted descendant or descendants, and/or the spouse of any said descendant(s); (ii) a trust, whether *inter vivos* or testamentary, established for the primary benefit of any of the Persons described in immediately preceding phase (i); or (iii) any Person by will or intestate succession. Each transferee in a Transfer described in this subsection (b) will be referred to in this Agreement as a "Permitted Transferee".

Section 9.2 Successor Members.

(a) Except as otherwise provided in this Article 9, no Assignee (including a Permitted Transferee) will become a Successor Member or have any of the rights of a Member. An Assignee is entitled only to the rights of an Assignee set forth in the definition of "Assignee" appearing in Article 1.

(b) An Assignee can be admitted to the Company as a Successor Member in the place and stead of or together with (as the case may be) the assigning Member only upon satisfaction of all of the following conditions:

(i) The written consent of Manager, which can be granted or withheld in the Manager's sole and absolute discretion.

(ii) A duly executed and acknowledged written instrument of assignment in form and text acceptable to Manager is filed with the Company.

(iii) The assignor and the Assignee execute and deliver such other instruments as the Manager deems necessary or desirable to effect such admission, including acceptance of, and agreement by the Assignee to be bound by and observe, all of the provisions of this Agreement.

(iv) Full payment by the Assignee of all reasonable expenses and accounting and counsel fees incurred by the Company (as determined by the Manager) in connection with the transaction.

Section 9.3 Additional Restrictions on Transfers.

(a) No Transfer can be made if it would, in the opinion of counsel for the Company, result in both the termination of the Company's status as a partnership for federal income tax purposes pursuant to Code Section 708 and the Regulations promulgated thereunder and significant detrimental economic or tax consequences to the Company or to any Member.

(b) No Transfer can be made in the absence of either an effective registration statement under the Securities Act covering the subject Unit(s), unless the Manager has received advice of counsel acceptable to the Manager that registration is not required under the Securities Act or under the laws of any State.

Section 9.4 Obligations and Rights of Transferees.

(a) Each Person who acquires any Unit (or any portion of any Unit) as an Assignee or Successor Member in any manner whatsoever, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, will be deemed by reason of such transfer to have agreed to be subject to and bound by all of the terms, conditions and obligations of this Agreement, including the power of attorney granted by Section 12.13, that any predecessor in interest of such Person was subject to or by which such predecessor was bound.

(b) Any Person acquiring any interest in any Unit will have only such rights as are granted to him under the relevant provisions of this Agreement; and without limiting the generality of the foregoing, such Person will not have any right to partition any of the Company's assets.

(c) Notwithstanding anything to the contrary, an Assignee will: (i) receive only the rights he is entitled to receive under Section 9.2(a); and (ii) have no right to participate in the management of the Company or to vote on any matter voted on by the Members.

ARTICLE X

Section 10.1 Maintenance of Books and Records. The Company will keep pertinent Company information, including books and records of account at the principal office of the

Company. Records kept pursuant to this Section are subject to inspection and copying at the reasonable request, and at the expense, of any Member or Members during ordinary business hours.

Section 10.2 Reports.

(a) No later than ninety (90) days after the end of each fiscal year, a statement of operations of the Company for such fiscal year and a balance sheet as of the end of such fiscal year shall be prepared in accordance with generally accepted accounting principles and compiled by certified public accountants; and

(b) No later than seventy-five (75) days after the end of each calendar year, the information necessary for Members to prepare so much of their federal and all applicable state income tax returns as relates to the Company shall be provided to the Members.

Section 10.3 Tax Elections. All elections required or permitted to be made by the Company under the Code will be made by Manager. In particular:

(a) The Company will elect to deduct expenses incurred in organizing the Company ratably over a 60-month period as provided in Section 709 of the Code.

(b) In case of a Transfer of all or part of any Membership Unit, the Manager, in their discretion can cause the Company to elect, in a timely manner pursuant to Section 754 of the Code and pursuant to corresponding provisions of applicable state and local tax laws, to adjust the basis of Company property pursuant to Sections 734 and 743 of the Code. In the event of such an election, it is the exclusive responsibility of the Member or Assignee affected by the election to timely prepare, maintain, and transmit to the Company all of the information necessary to implement the election, at said Member's or Assignee's sole cost and expense.

(c) The Company will elect to deduct start-up expenditures ratably over a sixty (60) month period as provided in Section 195 of the Code.

Section 10.4 Bank Accounts. All funds of the Company will be deposited in the Company's name in such bank accounts or short-term investment accounts as may be designated by the Members and withdrawn on the signature of any Person or Persons as Manager authorize. The Company's funds will not be commingled with the funds of any Member or Assignee.

Section 10.5 "Tax Matters Partner". Mark Alan Brown is designated as the "Tax Matters Partner" of the Company pursuant to Code Section 6231(a) (7), and upon his or her resignation or inability to so act, the Manager will designate a Person to act as successor Tax Matters Partner. The Person so designated is authorized to take any and all actions as are permitted by Code Sections 6221 through 6233.

ARTICLE XI

Section 11.1 Events of Dissolution. The Company will be dissolved and will commence winding up its affairs upon the first to occur of the following:

(a) Any event which makes it unlawful or impossible to carry on the Company's business;

(b) At the election of the Manager upon the sale, abandonment, or other disposition by the Company of all or substantially all of its assets and the cessation by the Company of all business and activity; or

(c) The entry of a decree of judicial dissolution under the Act.

The Company will not be dissolved upon the death, resignation, dissolution, termination of existence, or bankruptcy of any Member or Assignee or of a Manager.

Section 11.2 Winding Up. Upon the dissolution of the Company, Manager will wind up the Company's affairs and cause the Company to satisfy its liabilities (to the extent it is able to do so). The Manager will liquidate all of the Company's assets as quickly as possible consistent with obtaining the full fair market value of said assets. During this period, the Company will continue and all of the provisions of this Agreement will remain in effect. The Company will notify all known creditors and claimants of the dissolution of the Company in accordance with the Act.

Section 11.3 Final Distribution. The proceeds from the liquidation of the Company's assets will be distributed as follows:

(a) First, to creditors, including the Members and Assignees who are creditors, until all of the Company's debts and liabilities are paid and discharged (or provision is made for payment thereof);

(b) Second, to the establishment of reserves necessary or advisable in order to provide for contingent liabilities of the Company to creditors; and

(c) Third to the Members such that the cumulative distributions to the Members throughout the life of the Company have been distributed in the priority set forth in Section 6.1 above.

Section 11.4 Distributions in Kind. In connection with the termination and liquidation of the Company, the Manager will attempt to cause the Company to sell all of its assets. To the extent that assets cannot be sold, each Member and Assignee will receive a pro rata share of any distribution in kind. Any assets distributed in kind upon liquidation of the Company will be treated as though they were sold and the cash proceeds distributed.

Section 11.5 No Recourse Against Members. The Members and Assignees will look solely to the assets of the Company for the return of their investment, and if the property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return their investments (in whole or in part), they will have no recourse against the Members, Assignees, Manager, or any Affiliate of any of them.

Section 11.6 Purchase by Member. A Member or an Affiliate of a Member or the Manager or an Affiliate of a Manager can purchase an item of Property upon liquidation provided that: (a) the purchase price is at fair market value as determined by an independent appraiser selected by any Manager; and (b) at least fifteen (15) days advance notice of the proposed sale has been given to all Members and to the Manager.

Section 11.7 Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, the deficit, if any, in the Capital Account of any Member or Assignee upon dissolution of the Company will not be an asset of the Company and said Member or Assignee will not be obligated to contribute said amount to the Company to bring the balance of said Member's or Assignee's Capital Account to zero.

Section 11.8 Termination. On completion of the distribution of the Company's assets as provided in this Article 11, the Company is terminated, and the Manager or the liquidating trustee shall execute, acknowledge, and cause to be filed a certificate of cancellation of the Company. Upon completion of the dissolution, winding up, liquidation and distribution of the liquidation proceeds, the Company shall terminate.

ARTICLE XII

Section 12.1 Notices. Except as otherwise provided herein, all notices required or permitted hereunder shall be in writing, signed by the party giving notice, and shall be deemed to have been given when delivered by personal delivery, by facsimile, or FedEx or similar express courier services, or three (3) days after deposit in the United States mail, registered or certified, with postage prepaid, return receipt requested. Any notices to be given to the Manager shall be given or delivered to the office of the Company and to the Members at their respective addresses set forth on Schedule A hereto or such other address of which a Member may notify the Manager in writing. Any notices to be given to the Company shall be sent or delivered to the office of the Company as specified herein or at such other address as the Manager may specify in a notice to all of the Members.

Section 12.2 Governing Law. This Agreement is deemed executed, accepted, delivered and to be performed in the state of Georgia and the validity, construction and enforceability of this Agreement shall be governed in all respects by the domestic laws of the United States and state of Georgia applicable to agreements made and to be performed entirely in the state of Georgia, without giving effect to any choice of law or conflict of law provision or rule (whether of the state of Georgia or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Georgia. The parties recognize that they have agreed to arbitrate all disputes

in Atlanta, Georgia and further agree that any and all lawsuits which relate to or arise directly or indirectly out of this Agreement, or the performance or exercise by either party of any right or obligation under this Agreement which are not arbitrable or arise out of enforcement of the agreement to arbitrate or an arbitration award, must be brought solely in a court of competent subject matter jurisdiction within Atlanta, Georgia, all objections to the jurisdiction and venue of which are hereby waived by the parties to this Agreement.

Section 12.3 Amendments. This Agreement can be amended or modified from time to time only by a written instrument adopted by the Manager and executed and agreed to by owners of a majority of the Membership Units; provided, however, that: (a) an amendment or modification reducing a Member's or Assignee's share of distributions (other than to reflect changes otherwise provided by this Agreement) is effective only with that Member's or Assignee's consent; and (b) an amendment that would modify the limited liability of a Member or Assignee is effective only with that Member's or Assignee's consent. This Agreement can be amended by the Manager without the consent of the Members or Assignees: (c) to correct any errors or omissions, to cure any ambiguity or to cure any provision that may be inconsistent with any other provision of this Agreement or with any subscription document or with the Offering; and (d) to delete or add or modify any provision required to be so deleted, added or modified by the staff of the Securities and Exchange Commission, any other Federal or Canadian agency or any state securities or "Blue Sky" commissioner or similar official, when the deletion, addition or modification is for the benefit or protection of any of the Members or Assignees.

Section 12.4 Successors and Assigns. Subject to the restrictions upon Transfers contained in this Agreement, all provisions of this Agreement shall be binding upon and inure to the benefit of the Members, the Assignees and their respective legal representatives, heirs, successors and assigns.

Section 12.5 Fiscal Year; Method of Accounting. The fiscal year of the Company shall be the period, if any, selected by the Manager. If none is so specified, the fiscal year shall be the calendar year. The Company shall use the same method of accounting for tax and financial reporting purposes.

Section 12.6 Modifications to be in Writings. This Agreement and the Subscription Agreements constitute the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing and adopted in accordance with the provisions of Section 12.3.

Section 12.7 Action for Partition or Distribution in Kind. Each of the parties hereto irrevocably waives any right which it may have to partition Company property or maintain an action for distribution of Company property in kind.

Section 12.8 Headings. The headings of Articles, Sections and subsections herein are merely for convenience of reference and shall not affect the interpretations of any of the provisions hereof. This Agreement is deemed to have been drafted jointly by the parties, and any uncertainty or ambiguity shall not be construed for or against either party as an attribution of drafting to either party. Whenever the context so requires, the plural shall include the singular and vice versa. All

words and phrases shall be construed as masculine, feminine or neuter gender, according to the context. The recitals to this Agreement are, and shall be construed to be, an integral part of this Agreement. All schedules and exhibits attached to this Agreement are incorporated herein by reference and constitute a part of this Agreement as if set forth in this Agreement in their entirety. Whenever the term "include", "including", or "included" is used in this Agreement, it shall mean including, without limitation.

Section 12.9 Validity and Severability. Whenever possible, each provision shall be construed so as to be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement or the application thereof to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or any other provision of this Agreement or the application of such provision to other parties or circumstances.

Section 12.10 Statutory References. Each reference in this Agreement to a particular statute or regulation, or a provision thereof, shall, at any particular time, be deemed to be a reference to such statute or regulation, or provision thereof, or to any similar or superseding statute or regulation, or provision thereof, as at such time is in effect.

Section 12.11 Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same instrument.

Section 12.12 Transactions With Members and Affiliates. The Company may employ or contract for services, goods and materials, and otherwise deal with and sell any Company property to and purchase any property from, any Member and/or Assignee and/or Manager and with any Affiliate of any Member and/or Assignee and/or Manager, on any basis which is customary and competitive, or otherwise fair and reasonable, for the relevant goods, services, materials, or property, as the case may be.

Section 12.13 Power of Attorney. Each Member, each Successor Member, and each Assignee hereby constitutes and appoints the Manager with full power of substitution, as their true and lawful attorney-in-fact with full power and authority in its name, place and stead, to make, execute, sign, acknowledge, swear to, deliver and file at the appropriate public offices applications for assumed names, the Articles, amendments to the Articles, applications to qualify to do business as required by the state of Georgia and as required by any other state or other jurisdiction, and upon termination of the Company, a certificate or certificates of dissolution, and also to make, execute, sign, acknowledge, deliver and file such other instruments, including counter parts of any of the foregoing, as may be required or as the Manager deems advisable under the laws of the state of Georgia or any other state. Each power of attorney granted in this Section is a power coupled with an interest, is irrevocable for so long as the Company remains in existence; and shall survive each Member's, each Successor Member's, and each Assignee's death, incompetency, bankruptcy, dissolution, liquidation, or any sale of its Membership Unit(s) (in whole or in part).

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

SEQUEL MOVIE, LLC **Initial Member:** a Georgia limited liability company

By:_____ By: _____

Mark Alan Brown, Manager Mark Alan brown

IN WITNESS HEREOF, the Undersigned, by signing this Agreement, acknowledges that he, she or it has read this Agreement, has had an opportunity to consider its terms, has had an opportunity to consult with independent counsel for advice, if necessary, understands this Agreement's terms, and knowingly and voluntarily agrees to be bound by this Agreement's terms as of the date set forth below.

SEQUEL MOVIE, LLC,
a Georgia limited liability company

By:_____
Mark Alan Brown

Date: _____

SCHEDULE A

CLASS B MEMBERS

Member	Address	Capital and/or Service Contribution	Membership Units
Mark Alan Brown	6715 Hollywood Boulevard, Suite 294, Hollywood, California 90028	$25,000 and Service	One (1) Class B

SCHEDULE B

CLASS A MEMBERS

Member	Address	Capital and/or Service Contribution	Membership Units
		Capital and Service	____ Class A