

HIP CAPITAL RESOURCES, LLC

Private Placement Offering

\$25,000,000.00

25,000,000 Common Shares at \$1.00 per Share
Minimum Investment: \$250,000.00 (One (1) Unit)
(The “Offering”)
For Sale to Accredited Investors Only

Offeror: HIP Capital Resources, LLC.
10390 Wilshire Blvd., Suite R20, Los Angeles CA 90024
ATT: Richard M. Greenberg
Telephone: 424 245 4126

Dated April 26, 2023

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DISCLAIMER

THIS PRIVATE PLACEMENT MEMORANDUM (THE “MEMORANDUM”) IS FURNISHED ON A CONFIDENTIAL BASIS FOR THE PURPOSE OF EVALUATING AN INVESTMENT IN HIP CAPITAL RESOURCES, LLC. (THE “COMPANY”) AND MAY NOT BE USED FOR ANY OTHER PURPOSE. THIS MEMORANDUM AND THE INFORMATION CONTAINED HEREIN MAY NOT BE REPRODUCED, OR DISTRIBUTED, IN WHOLE OR IN PART, FOR ANY OTHER PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY. ALL RECIPIENTS AGREE THAT THEY WILL KEEP CONFIDENTIAL ALL INFORMATION CONTAINED HEREIN NOT ALREADY IN THE PUBLIC DOMAIN AND WILL USE HIS/HER/ITS COPY OF THE MEMORANDUM FOR THE SOLE PURPOSE OF EVALUATING A POSSIBLE INVESTMENT IN THE COMPANY.

THE SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE, ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND STATE SECURITY LAWS, AND MAY NOT BE TRANSFERRED, ASSIGNED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS AND IN ACCORDANCE WITH THE COMPANY’S GOVERNING DOCUMENTS.

THE OFFERED SHARES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (“SEC”), ANY STATE SECURITIES COMMISSION, OR ANY OTHER LOCAL OR FOREIGN REGULATORY AUTHORITY, NOR HAVE ANY OF THESE AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

WHILE THE INFORMATION PROVIDED HEREIN IS BELIEVED TO BE ACCURATE AND RELIABLE, NEITHER THE COMPANY NOR ITS AFFILIATES MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THIS MEMORANDUM, AND NOTHING HEREIN IS OR SHALL BE RELIED UPON AS A PROMISE. REPRESENTATION OR WARRANTY WHETHER AS TO THE PAST OR TO THE FUTURE. IN ALL CASES, PROSPECTIVE INVESTORS SHOULD CONDUCT THEIR OWN INVESTIGATION AND ANALYSIS OF THE COMPANY AND THE INFORMATION CONTAINED IN THIS MEMORANDUM. IN FURNISHING THIS MEMORANDUM, THE COMPANY RESERVES THE RIGHT TO SUPPLEMENT, AMEND OR REPLACE THIS MEMORANDUM AT ANY TIME, BUT HAS NO OBLIGATION TO PROVIDE THE RECIPIENT WITH ANY SUPPLEMENTAL, AMENDED, REPLACEMENT OR ADDITIONAL INFORMATION.

THE SHARES ARE BEING OFFERED FOR SALE ONLY TO PERSONS THAT ARE “ACCREDITED INVESTORS” AS THAT TERM IS DEFINED UNDER THE SECURITIES ACT AND REGULATION D PROMULGATED THEREUNDER. IN MAKING AN INVESTMENT DECISION, PROSPECTIVE INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED. THE OFFERING DESCRIBED IN THIS MEMORANDUM DOES NOT CONSTITUTE A SOLICITATION OR AN OFFER TO SELL SHARES TO ANY PERSON WHO IS NOT AN “ACCREDITED INVESTOR.” THE SHARES ARE OFFERED SUBJECT TO THE RIGHT OF THE COMPANY TO REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART.

AN INVESTMENT IN THE COMPANY IS SPECULATIVE AND INVOLVES A SIGNIFICANT DEGREE OF RISK. PROSPECTIVE INVESTORS SHOULD HAVE THE FINANCIAL ABILITY AND WILLINGNESS TO ACCEPT SUCH RISKS AND THE LACK OF LIQUIDITY THAT IS CHARACTERISTIC OF SUCH AN INVESTMENT. THERE IS NO PUBLIC MARKET FOR THE SHARES AND SUBJECT TO CERTAIN LIMITED EXCEPTIONS, THEY WILL NOT BE TRANSFERABLE. PLEASE REFER TO “RISK FACTORS” IN THIS MEMORANDUM FOR FURTHER DISCUSSION OF CERTAIN RISKS ASSOCIATED WITH AN INVESTMENT IN THE SHARES.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM OR ANY OTHER COMMUNICATION FROM THE COMPANY OR ANY OF ITS RESPECTIVE OFFICERS, EMPLOYEES, AFFILIATES OR REPRESENTATIVES AS PROVIDING ASSURANCES, WHETHER

EXPRESSED OR IMPLIED, THAT THE INVESTMENT OBJECTIVES OF THE COMPANY WILL BE REALIZED OR THAT ANY SUGGESTED, IMPLIED OR ADVOCATED BENEFITS OR ADVANTAGES TO PROSPECTIVE INVESTORS OF AN INVESTMENT IN THE COMPANY IN THIS MEMORANDUM WILL BE AVAILABLE OR ACCOMPLISHED.

IN ORDER TO INVEST IN THE COMPANY, EACH PROSPECTIVE INVESTOR WILL BE REQUIRED TO EXECUTE THE SUBSCRIPTION AGREEMENT. IN THE EVENT THAT ANY TERMS, CONDITIONS OR OTHER PROVISIONS OF SUCH AGREEMENT (OR ANY RELATED AGREEMENTS) ARE INCONSISTENT WITH OR CONTRARY TO THE DESCRIPTION OF TERMS SET FORTH IN THIS MEMORANDUM, THE TERMS, CONDITIONS AND OTHER PROVISIONS OF SUCH AGREEMENTS SHALL CONTROL.

NO PERSON OTHER THAN THE COMPANY HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATION OR PROVIDE ANY INFORMATION REGARDING AN INVESTMENT IN THE COMPANY BEYOND THE REPRESENTATIONS AND INFORMATION CONTAINED IN THIS MEMORANDUM.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, INVESTMENT, OR TAX ADVICE. PROSPECTIVE INVESTORS SHOULD CONSULT THEIR PERSONAL ADVISORS, ATTORNEYS, AND/OR TAX ADVISORS AS TO LEGAL, INVESTMENT, TAX AND RELATED MATTERS CONCERNING AN INVESTMENT BY SUCH PROSPECTIVE INVESTORS IN THE SHARES AND BECOMING A SHAREHOLDER OF THE COMPANY.

ANY DOCUMENT WHICH A POTENTIAL INVESTOR WISHES TO REVIEW WILL BE MADE AVAILABLE FOR INSPECTION OR PROVIDED, UPON REQUEST, SUBJECT TO AGREEMENT TO MAINTAIN SUCH INFORMATION IN CONFIDENCE AND TO RETURN THE SAME TO THE COMPANY UPON ITS REQUEST.

ANY INQUIRIES OR REQUESTS FOR ADDITIONAL INFORMATION OR DOCUMENTS SHOULD BE MADE IN WRITING TO THE COMPANY AT THE FOLLOWING ADDRESS:

HIP CAPITAL RESOURCES, LLC
10390 WILSHIRE BLVD. SUITE R20
LOS ANGELES CA 90024

ATT: RICHARD M. GREENBERG

Forward-Looking Statements

This Private Placement Memorandum (PPM or Memorandum) contains statements relating to future results and activities of the Company, including certain projections and business trends, that are “forward-looking statements” as defined in the Securities Litigation Reform Act of 1995 (the “Litigation Reform Act”), 15 U.S. Code § 77z-2, as amended (the “Exchange Act”). Forward Looking Statements made in this Memorandum are made pursuant to and in reliance upon the safe harbor provisions of the Securities Reform Act of 1995. Such statements involve risks and uncertainties which may cause results to differ materially from those set forth in those statements. In addition to the factors discussed in the Risk Factors section of this Memorandum, actual results may differ materially from those projected as a result of risks and uncertainties, including, but not limited to changes in political and economic conditions, regulatory conditions, government spending, government regulations, technological developments, market competition, pricing pressures, and other factors.

When used in this Memorandum the words “estimate,” “project,” “intend,” “expect,” “plan,” “believe,” “may,” “might,” “will,” “would,” “predict,” and similar expressions that reference future events or future consequences of present day acts, are intended to identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements which speak only as of the date hereof. Such risks and uncertainties include, but are not limited to, the risks, uncertainties, and risk factors identified in this Memorandum under the heading “Risk Factors.” The Company does not undertake any obligation to publicly release any revisions to these forward-looking statements to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

THE RISKS AND UNCERTAINTIES ATTRIBUTABLE TO THESE FORWARD-LOOKING STATEMENTS MAY ADVERSELY AFFECT ANY DISTRIBUTIONS TO BE MADE TO THE INVESTORS, OR THE RATE OF RETURN RECOGNIZED BY THE SHAREHOLDERS. THE INTENDED RECIPIENT SHOULD CAREFULLY CONSIDER THE RISK FACTORS IN ADDITION TO THE OTHER INFORMATION PROVIDED HEREIN.

FOR NON-U.S. INVESTORS

IT IS THE RESPONSIBILITY OF ANY PERSONS WISHING TO SUBSCRIBE FOR THE PURCHASE OF INTERESTS IN THE COMPANY OFFERED HEREBY TO FULLY AND COMPLETELY INFORM THEMSELVES OF AND OBSERVE ALL APPLICABLE LAWS AND REGULATIONS OF ANY AND ALL RELEVANT JURISDICTIONS. PROSPECTIVE INVESTORS SHOULD INFORM THEMSELVES AS TO THE LEGAL REQUIREMENTS AND TAX CONSEQUENCES WITHIN THE COUNTRIES OF THEIR CITIZENSHIP, RESIDENCE, DOMICILE, AND PLACE OF BUSINESS WITH RESPECT TO THE ACQUISITION, HOLDING OR DISPOSAL OF THE SHARES OFFERED HEREBY, AND ANY RESTRICTIONS, INCLUDING, WITHOUT LIMITATION, ANY FOREIGN EXCHANGE RESTRICTIONS THAT MAY BE RELEVANT OR APPLY THERETO.

Investor Suitability Standards

THIS INVESTMENT IS ONLY SUITABLE FOR PERSONS WHO ARE “ACCREDITED INVESTORS” AS DEFINED BELOW. THE TERM “ACCREDITED INVESTOR” MEANS ANY PERSON WHO COMES WITHIN ANY OF THE FOLLOWING CATEGORIES, OR WHOM THE COMPANY REASONABLY BELIEVES COMES WITHIN ANY OF THE FOLLOWING CATEGORIES, AT THE TIME OF THE SALE OF SECURITIES TO THAT PERSON:

Except as set forth below, each investor must represent in writing that he or she qualifies as an "accredited investor," as such term is defined in Regulation D under the Securities Act, 17 CFR Section 230.501, and must demonstrate the basis for such qualification. To be an accredited investor, an investor must fall within any of the following categories at the time of the sale of the Shares to that investor:

(1) Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; any investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act of 1940; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

(4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(5) Any natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, exceeds \$1,000,000;

(i) Except as provided in paragraph (a)(5)(ii) of this section, for purposes of calculating net worth under this paragraph (a)(5):

(A) The person's primary residence shall not be included as an asset;

(B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

(ii) Paragraph (a)(5)(i) of this section will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:

(A) Such right was held by the person on July 20, 2010;

(B) The person qualified as an accredited investor on the basis of net worth at the time the person acquired such right; and

(C) The person held securities of the same issuer, other than such right, on July 20, 2010.

(6) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in § 230.506(b)(2)(ii);

(8) Any entity in which all of the equity owners are accredited investors;

(9) Any entity, of a type not listed in paragraph (a)(1), (2), (3), (7), or (8), not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000;

(10) Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status. In determining whether to designate a professional certification or designation or credential from an accredited educational institution for purposes of this paragraph (a)(10), the Commission will consider, among others, the following attributes:

(i) The certification, designation, or credential arises out of an examination or series of examinations administered by a self-regulatory organization or other industry body or is issued by an accredited educational institution;

(ii) The examination or series of examinations is designed to reliably and validly demonstrate an individual's comprehension and sophistication in the areas of securities and investing;

(iii) Persons obtaining such certification, designation, or credential can reasonably be expected to have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of a prospective investment; and

(iv) An indication that an individual holds the certification or designation is either made publicly available by the relevant self-regulatory organization or other industry body or is otherwise independently verifiable;

(11) Any natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940 (17 CFR 270.3c-5(a)(4)), of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;

(12) Any "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1):

(i) With assets under management in excess of \$5,000,000,

(ii) That is not formed for the specific purpose of acquiring the securities offered, and

(iii) Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; and

(13) Any "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1)), of a family office meeting the requirements in paragraph (a)(12) of this section and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (a)(12)(iii).

(b) Affiliate. An affiliate of, or person affiliated with, a specified person shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.

Any person or entity who meets the suitability standards set forth herein and who desires to purchase Shares offered hereby shall be required to deliver all of the following to the Company prior to such purchase: (a) Signed original copies of the Subscription Agreement. On each signature page, the subscriber must sign, print his, her or its name, address, and social security number or tax identification number where indicated and print the number of Shares subscribed for and the date of execution. The Subscription Agreement will be used by the Company to determine whether the prospective purchaser is an "accredited investor," whether he or she has the requisite knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of a purchase of the Shares, and to determine whether state suitability requirements have been met. All questions must be answered in full. If the answer to any question is "no" or "not applicable," please so state. The last page of the Subscription Agreement must contain the printed name of the subscriber, the required signature and the date of execution. (b) A check or money order equal to the total purchase price of the Shares being purchased.

The Company reserves the right to accept or reject any subscription for Shares in whole or part for any reason whatsoever. If a subscriber is rejected by the Company, all funds tendered for investment will be returned to the subscriber, without interest or deduction, promptly after such rejection, along with notice thereof.

RESTRICTIVE LEGENDS

THE INCLUSION OF RESTRICTIVE LEGENDS FOR EACH STATE IN THIS MEMORANDUM IS NOT INTENDED TO IMPLY THAT THE SHARES COVERED BY THIS MEMORANDUM ARE TO BE OFFERED FOR SALE IN EACH OF THE LISTED STATES, OR IN ANY NUMBER OF STATES, BUT IS MERELY A PRECAUTION IN THE EVENT THAT THIS MEMORANDUM IS DELIVERED, BROUGHT OR TRANSMITTED INTO ANY STATE OTHER THAN BY THE ISSUER.

FOR RESIDENTS OF ALL STATES

THE SHARES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD SOLELY IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND SUCH LAWS. THERE IS NO PUBLIC MARKET FOR THE SHARES OF THE COMPANY. EVEN IF SUCH MARKET EXISTED, PURCHASERS OF SHARES WILL BE REQUIRED TO REPRESENT THAT THE SHARES ARE BEING ACQUIRED FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO SALE OR DISTRIBUTION, AND PURCHASERS WILL NOT BE ABLE TO RESELL THE SHARES UNLESS THE SHARES ARE REGISTERED UNDER THE ACT AND QUALIFIED UNDER THE APPLICABLE STATE STATUTES (OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION IS AVAILABLE). PURCHASERS OF THE SHARES SHOULD BE PREPARED TO BEAR THE ECONOMIC RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE SHARES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY OTHER STATE OR FEDERAL REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING NOR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE PRESENCE OF A LEGEND FOR ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THAT STATE AND SHOULD NOT BE CONSTRUED TO MEAN AN OFFER OR SALE MAY BE MADE IN ANY PARTICULAR STATE. THIS MEMORANDUM MAY BE SUPPLEMENTED BY ADDITIONAL STATE LEGENDS.

FOR ALABAMA RESIDENTS ONLY

THESE SHARES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE ALABAMA SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SHARES HAS NOT BEEN FILED WITH THE ALABAMA COMMISSION. THE COMMISSION DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF ANY SHARES, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

FOR ALASKA RESIDENTS ONLY

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

THESE SHARES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SHARES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR

EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR ARIZONA RESIDENTS ONLY

THESE SHARES ARE BEING SOLD IN RELIANCE UPON ARIZONA'S LIMITED OFFERING EXEMPTION FROM REGISTRATION PURSUANT TO A.R. S. 44-1844.

THE SHARES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE ARIZONA SECURITIES ACT, AS AMENDED, AND THEREFORE, CANNOT BE TRANSFERRED OR RESOLD UNLESS THEY ARE REGISTERED UNDER SUCH ACT OR AN EXEMPTION THEREFROM IS AVAILABLE.

AS A PURCHASER OF SUCH SHARES I HEREBY REPRESENT THAT I UNDERSTAND THESE SHARES CANNOT BE RESOLD WITHOUT REGISTRATION UNDER THE ARIZONA SECURITIES ACT OR AN EXEMPTION THEREFROM. I AM NOT AN UNDERWRITER WITHIN THE MEANING OF A.R.S. 44-1801(17), AND I AM ACQUIRING THESE SHARES FOR MYSELF, NOT FOR OTHER PERSONS. IF QUALIFYING AS A NON-ACCREDITED INVESTOR, I FURTHER REPRESENT THAT THIS INVESTMENT DOES NOT EXCEED 20% OF MY NET WORTH (EXCLUDING PRINCIPAL RESIDENCE, FURNISHINGS THEREIN AND PERSONAL AUTOMOBILES).

FOR ARKANSAS RESIDENTS ONLY

THESE SHARES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 14(B) (14) OF THE ARKANSAS SECURITIES ACT AND SECTION 4(2) OF THE SECURITIES ACT OF 1933. A REGISTRATION STATEMENT RELATING TO THESE SHARES HAS NOT BEEN FILED WITH THE ARKANSAS SECURITIES DEPARTMENT OR WITH THE SECURITIES AND EXCHANGE COMMISSION. NEITHER THE DEPARTMENT NOR THE COMMISSION HAS PASSED UPON THE VALUE OF THESE SHARES, MADE ANY RECOMMENDATIONS AS TO THEIR PURCHASE, APPROVED OR DISAPPROVED THE OFFERING, OR PASSED UPON THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

FOR CALIFORNIA RESIDENTS ONLY

THE SALE OF THE SHARES DESCRIBED IN THIS MEMORANDUM HAVE NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SHARES OR THE PAYMENT OR THE RECEIPT OF CONSIDERATION THEREFORE PRIOR TO SUCH QUALIFICATION IS UNLAWFUL, UNLESS THE SALE THEREOF IS EXEMPT UNDER APPLICABLE LAW. THE COMPANY IS RELYING ON THE EXEMPTION FROM SUCH QUALIFICATION PROVIDED BY SECTION 25102(f) OF THE CALIFORNIA CORPORATIONS CODE.

FOR COLORADO RESIDENTS ONLY

THESE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE COLORADO SECURITIES ACT OF 1981 BY REASONS OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SHARES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE COLORADO SECURITIES ACT OF 1981, IF SUCH REGISTRATION IS REQUIRED

FOR CONNECTICUT RESIDENTS ONLY

THE SHARES REFERRED TO IN THIS MEMORANDUM WILL BE SOLD PURSUANT TO THE EXEMPTION SET OUT IN SECTION 36-490(B) (9) OF THE CONNECTICUT UNIFORM SECURITIES ACT. THE SHARES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF CONNECTICUT.

THE SHARES CANNOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SUCH ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT. THESE SHARES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE BANKING COMMISSIONER OF THE STATE OF CONNECTICUT, NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

FOR FLORIDA RESIDENTS ONLY

PURSUANT TO SECTION 517.061(11)(a)(5) OF THE FLORIDA STATUTES, IF SHARES ARE SOLD TO FIVE OR MORE FLORIDA RESIDENTS, FLORIDA INVESTORS WILL HAVE A THREE (3) DAY RIGHT OF RESCISSION. INVESTORS WHO HAVE EXECUTED A SUBSCRIPTION AGREEMENT MAY ELECT, WITHIN THREE (3) BUSINESS DAYS AFTER THE FIRST TENDER OF CONSIDERATION THEREFORE, TO WITHDRAW THEIR SUBSCRIPTION AND RECEIVE A FULL REFUND OF ANY MONEY PAID BY THEM. SUCH WITHDRAWAL WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH SUCH WITHDRAWAL, AN INVESTOR NEED ONLY SEND A LETTER OR TELEGRAM TO THE COMPANY AT THE ADDRESS SHOWN HEREIN INDICATING HIS INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM MUST BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED THIRD BUSINESS DAY. IF SENDING A LETTER, AN INVESTOR SHOULD SEND IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND TO EVIDENCE THE TIME WHEN IT IS MAILED. ANY ORAL REQUESTS FOR RESCISSION SHOULD BE ACCOMPANIED BY A REQUEST FOR WRITTEN CONFIRMATION THAT THE ORAL REQUEST WAS RECEIVED ON A TIMELY BASIS.

FOR GEORGIA RESIDENTS ONLY

THESE SHARES ARE BEING OFFERED AND SOLD IN RELIANCE ON PARAGRAPH (13) OF CODE SECTION 10-5-9 OF THE GEORGIA SECURITIES ACT OF 1973, AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SUCH ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SUCH ACT.

FOR IDAHO RESIDENTS ONLY

THESE SHARES HAVE NOT BEEN REGISTERED UNDER THE IDAHO SECURITIES ACT AND THEREFORE CANNOT BE RESOLD OR TRANSFERRED UNLESS THEY ARE SO REGISTERED OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR ILLINOIS RESIDENTS ONLY

THESE SHARES HAVE NOT BEEN REGISTERED, APPROVED OR DISAPPROVED BY THE STATE OF ILLINOIS NOR HAS THE SECRETARY OF STATE OF THE STATE OF ILLINOIS PASSED UPON THE ACCURACY OF THIS CONFIDENTIAL DOCUMENT. IN ADDITION, THESE SHARES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THE CONFIDENTIAL DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

FOR INDIANA RESIDENTS ONLY

THE INDIANA SECURITIES DIVISION HAS NOT IN ANY WAY PASSED UPON THE MERITS OR QUALIFICATION OF, NOR RECOMMENDED NOR GIVEN APPROVAL TO, THE SHARES HEREBY OFFERED, NOR PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. PENDING PERFECTION OF THE EXEMPTION UNDER SECTION 23-1-2(B) (10) OF THE INDIANA BLUE SKY LAW, THE OFFERING IS PRELIMINARY AND SUBJECT TO MATERIAL CHANGE. THESE SHARES ARE SPECULATIVE, HAVE NOT BEEN REGISTERED UNDER SECTION 3 OF THE INDIANA SECURITIES ACT AND, THEREFORE,

CANNOT BE RESOLD OR TRANSFERRED, UNLESS THEY ARE SO REGISTERED NOR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR LOUISIANA RESIDENTS ONLY

THE SHARES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE LOUISIANA SECURITIES LAW AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SHARES ARE SUBJECT TO RESTRICTION ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SHARES HAVE NOT BEEN APPROVED NOR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING NOR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

FOR MARYLAND RESIDENTS ONLY

THESE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE ACT) OR THE MARYLAND SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SHARES CANNOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE ACT OR THE MARYLAND SECURITIES ACT, IF SUCH REGISTRATION IS REQUIRED.

FOR MASSACHUSETTS RESIDENTS ONLY

THESE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR UNDER THE MASSACHUSETTS SECURITIES ACT, BY REASON OF THE MASSACHUSETTS UNIFORM LIMITED OFFERING EXEMPTION RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SHARES CANNOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MASSACHUSETTS SECURITIES ACT, IF SUCH REGISTRATION IS REQUIRED.

FOR MICHIGAN RESIDENTS ONLY

THE SHARES REFERRED TO IN THIS MEMORANDUM WILL BE SOLD TO AND ACQUIRED BY THE HOLDER IN A TRANSACTION EXEMPT UNDER SECTION 402(B)(9) OF THE MICHIGAN BLUE SKY LAW. THE SHARES HAVE NOT BEEN REGISTERED UNDER SAID LAW AND MAY NOT BE RESOLD EXCEPT IN ACCORDANCE WITH SAID LAW. WITHIN SIX MONTHS OF THE COMMENCEMENT OF THE OFFERING OF THE SHARES, OR THE TERMINATION OF THE SUBSCRIPTION PERIOD AS SET FORTH IN THIS PRIVATE OFFERING MEMORANDUM, WHICHEVER FIRST OCCURS, THE COMPANY SHALL, IF SALES OF THE SHARES ARE MADE TO MICHIGAN RESIDENTS, PREPARE AND FURNISH TO INVESTORS A DETAILED WRITTEN STATEMENT OF THE APPLICATION OF PROCEEDS OF THE OFFERING, AS WELL AS ANY OTHER APPLICABLE STATEMENTS AND REPORTS REQUIRED TO BE FURNISHED UNDER APPLICABLE LAW.

FOR NEW HAMPSHIRE RESIDENTS ONLY

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE UNDER THIS CHAPTER HAS BEEN FILED WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE

FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY, OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER, OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

FOR NEW JERSEY RESIDENTS ONLY

THESE SHARES ARE OFFERED IN RELIANCE ON AN EXEMPTION FROM REGISTRATION UNDER THE NEW JERSEY UNIFORM SECURITIES LAW. THE SHARES HAVE NOT BEEN REGISTERED UNDER SAID LAW AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFER OR RESOLD WITHOUT COMPLIANCE WITH THE REGISTRATION PROVISIONS OF SAID LAW OR AN EXEMPTION THEREFROM. THE BUREAU OF SECURITIES OF NEW JERSEY HAS NOT PASSED UPON THE ACCURACY OR COMPLETENESS OF THIS MEMORANDUM AND DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF THE SHARES.

FOR NEW MEXICO RESIDENTS ONLY

THE SHARES DESCRIBED HEREIN ARE OFFERED PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF NEW MEXICO (THE "ACT"). ACCORDINGLY, THE NEW MEXICO SECURITIES BUREAU HAS NOT REVIEWED THE OFFERING OF THESE SHARES AND HAS NOT APPROVED OR DISAPPROVED THIS OFFERING. THE NEW MEXICO SECURITIES BUREAU HAS NOT PASSED UPON THE VALUE OF THESE SHARES OR UPON THE ACCURACY OF THE INFORMATION CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM. THESE SHARES MAY NOT BE RESOLD OR OTHERWISE TRANSFERRED WITHOUT REGISTRATION UNDER THE ACT OR AN EXEMPTION THEREFROM.

FOR NEW YORK RESIDENTS ONLY

THIS CONFIDENTIAL PRIVATE OFFERING MEMORANDUM DOES NOT KNOWINGLY CONTAIN AN UNTRUE STATEMENT OF A MATERIAL FACT NOR KNOWINGLY OMIT TO STATE A MATERIAL FACT NECESSARY TO MAKE THE STATEMENTS, IN THE LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY WERE MADE, NOT MISLEADING. IT CONTAINS A FAIR SUMMARY OF THE MATERIAL TERMS OF DOCUMENTS PURPORTED TO BE SUMMARIZED HEREIN.

THIS MEMORANDUM HAS NOT BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW YORK PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED ON NOR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE OFFERING OF THE SHARES HAS NOT BEEN REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW YORK BECAUSE OF THE OFFEROR'S REPRESENTATIONS THAT THIS IS INTENDED TO BE A NONPUBLIC OFFERING PURSUANT TO REGULATION D, AND THAT IF ALL THE CONDITIONS AND LIMITATIONS OF REGULATION D ARE NOT COMPLIED WITH, THE OFFERING WILL BE RESUBMITTED TO THE ATTORNEY GENERAL FOR AMENDED EXEMPTION. ANY OFFERING LITERATURE USED IN CONNECTION WITH THE OFFERING HAS NOT BEEN PRE-FILED WITH THE ATTORNEY GENERAL AND HAS NOT BEEN REVIEWED BY THE ATTORNEY GENERAL.

EACH NEW YORK INVESTOR WILL BE REQUIRED TO AGREE THAT HE OR SHE WILL NOT SELL OR OTHERWISE TRANSFER THESE SHARES, UNLESS THEY ARE REGISTERED UNDER THE SECURITY ACT OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. EACH NEW YORK INVESTOR WILL BE REQUIRED TO REPRESENT THAT HE OR SHE HAS ADEQUATE MEANS OF PROVIDING FOR HIS OR HER CURRENT NEEDS AND POSSIBLE PERSONAL CONTINGENCIES AND THAT HE OR SHE HAS NO NEED FOR LIQUIDITY OF THIS INVESTMENT. ALL DOCUMENTS, RECORDS

AND BOOKS PERTAINING TO THIS INVESTMENT WILL BE MADE AVAILABLE FOR INSPECTION BY EACH NEW YORK INVESTOR AND HIS OR HER ATTORNEY OR HIS OR HER ACCOUNTANT OR HIS OR HER PURCHASER REPRESENTATIVE, AND THAT THE BOOKS AND RECORDS OF THE ISSUER WILL BE AVAILABLE, UPON REASONABLE NOTICE, FOR INSPECTION BY INVESTOR AT REASONABLE HOURS AT ITS PRINCIPLE PLACE OF BUSINESS.

FOR OREGON RESIDENTS ONLY

THE SHARES OFFERED HAVE BEEN REGISTERED WITH THE DIRECTOR OF THE DEPARTMENT OF INSURANCE AND FINANCE FOR THE STATE OF OREGON UNDER PROVISIONS OF OAR 441-65-060 THROUGH 445-65-240. THE INVESTOR IS ADVISED THAT THE DIRECTOR HAS ONLY MADE A CURSORY REVIEW OF THE REGISTRATION STATEMENT AND HAS NOT REVIEWED THIS DOCUMENT. THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE COMPANY CREATING THE SHARES, AND OF THE TERMS OF THE OFFERING INCLUDING THE MAKING OF AN INVESTMENT DECISION ON THESE SHARES.

FOR PENNSYLVANIA RESIDENTS ONLY

EACH SUBSCRIBER WHO IS A PENNSYLVANIA RESIDENT HAS THE RIGHT TO CANCEL AND WITHDRAW HIS SUBSCRIPTION AND HIS PURCHASE OF SHARES THEREUNDER, UPON WRITTEN NOTICE TO THE COMPANY GIVEN WITHIN TWO BUSINESS DAYS FOLLOWING THE RECEIPT BY THE COMPANY OF HIS EXECUTED SUBSCRIPTION AGREEMENT. ANY NOTICE OF CANCELLATION OR WITHDRAWAL SHOULD BE MADE BY TELEGRAM OR CERTIFIED OR REGISTERED MAIL AND WILL BE EFFECTIVE UPON DELIVERY TO WESTERN UNION OR DEPOSIT IN THE UNITED STATES MAIL, POSTAGE OR OTHER TRANSMITTAL FEES PREPAID. UPON SUCH CANCELLATION OR WITHDRAWAL, THE SUBSCRIBER WILL HAVE NO OBLIGATION OR DUTY UNDER THE SUBSCRIPTION AGREEMENT TO THE COMPANY OR ANY OTHER PERSON AND WILL BE ENTITLED TO THE FULL RETURN OF ANY AMOUNT PAID BY HIM, WITHOUT INTEREST.

NEITHER THE PENNSYLVANIA SECURITIES COMMISSION NOR ANY OTHER AGENCY PASSED OR ENDORSED THE MERITS OF THIS OFFERING, AND ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

PENNSYLVANIA SUBSCRIBERS MAY NOT SELL THEIR SHARES FOR ONE YEAR FROM THE DATE OF PURCHASE IF SUCH A SALE WOULD VIOLATE SECTION 203(D) OF THE PENNSYLVANIA Securities Act.

FOR SOUTH CAROLINA INVESTORS ONLY

THESE SHARES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE SOUTH CAROLINA UNIFORM SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SHARES HAS NOT BEEN FILED WITH THE SOUTH CAROLINA SECURITIES COMMISSIONER. THE COMMISSIONER DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF ANY SHARES, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF THIS PRIVATE OFFERING MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

FOR SOUTH DAKOTA RESIDENTS ONLY

EACH SOUTH DAKOTA RESIDENT PURCHASING ONE OR MORE WHOLE OR FRACTIONAL SHARES MUST WARRANT THAT HE HAS EITHER A MINIMUM ANNUAL GROSS INCOME OF USD 30,000.00 OR A MINIMUM NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES) OF \$75,000.00.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SHARES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES

COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT.

ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SHARES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD. , EXCEPT PURSUANT TO A REGISTRATION OF THE SHARES TO BE SOLD PURSUANT TO GOVERNING STATE OR FEDERAL LAW INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR TEXAS RESIDENTS ONLY

THE SHARES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE TEXAS SECURITIES ACT, AS AMENDED, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SHARES ARE SUBJECT TO RESTRICTION ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED NOR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION NOR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON NOR ENDORSED THE MERITS OF THIS OFFERING NOR THE ACCURACY NOR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

FOR VIRGINIA RESIDENTS ONLY

ANY PREDICTIONS OR REPRESENTATIONS, ORAL OR WRITTEN, WHICH DO NOT CONFORM TO THOSE PRESENTED IN THIS MEMORANDUM, ARE STRICTLY PROHIBITED.

FOR WASHINGTON RESIDENTS ONLY

THESE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE WASHINGTON SECURITIES ACT, CHAPTER 21.20 RCW, BY REASONS OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE WASHINGTON SECURITIES ACT, IF SUCH REGISTRATION IS REQUIRED.

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SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS DIRECTED TO READ THIS PRIVATE PLACEMENT MEMORANDUM IN ITS ENTIRETY, INCLUDING THE EXHIBITS HERETO, THE SUBSCRIPTION AGREEMENT AND ANY DOCUMENTS INCORPORATED BY REFERENCE.

The Company: HIP Capital Resources, LLC. is a Wyoming Corporation. The principal place of business of the Company is 30 N. Gould St, Ste N, Sheridan, Wyoming 82801. The Company also maintains a place of business at 10390 Wilshire Blvd. Los Angeles, CA 90025. The Company was incorporated on January 23, 2023, for the purposes set forth herein. The Company has no operating history.

HIP Capital Resources, LLC. (the Company) is offering to sell to Accredited Investors up to 25,000,000 SHARES CLASS A MEMBERSHIP SHARES at ONE (\$1) DOLLAR per share, a minimum investment of \$250,000. In the event all CLASS A MEMBERSHIP SHARES are subscribed for and sold, the SHARES hereby offered will comprise 50% of the authorized shares of the Company. The balance of the interests in the Company comprise the CLASS B MEMBERSHIP INTERESTS, owned by Management.

Purchasers of CLASS A MEMBERSHIP SHARES will receive a priority payout equal to repayment of their investment plus 10% per annum as set forth in the PROJECTED PRIORITY PAYOUT SCHEDULE hereinbelow.

It is anticipated that the Company will seek to list its shares and offer them for sale on a public market, NASDAQ or NYSE, undertaking an Initial Public Offering. The Company contemplates either an S-1 or A+ offering. The listing on a public market is hoped to occur within two (2) years from the date of initial closing of this Offering.

BUSINESS OF THE COMPANY

The business of the Company is to generate revenues from the development, financing, production, marketing, distribution, promotion, exhibition and any other related forms of potential commercial exploitation available or obtainable for motion pictures and television productions primarily through the production, sale and release in theatres, cable or network television, Over The Top internet platforms, and other digital or analog media formats or platforms along with ancillary products and ventures.

In addition to other investments and financing, the Company has entered into an agreement with Global Genesis Group, LLC (Global), pursuant to which Global and Company will form a company, HIP/Global. HIP/Global will be owned fifty (50%) percent by Global and fifty (50%) percent by the Company. HIP/Global will produce and distribute an agreed upon slate of films (Slate) financed by Company and other film and media content agreed upon by the management of HIP/Global. The Slate is set forth in Exhibit B hereto. HIP/Global will pay the Company a priority payout of the amounts invested by the Company plus ten (10%) per annum. Thereafter, the Company will be paid a 50% participation in the Gross Profits of each production. Federal tax benefits pertinent to investment in

motion pictures and television productions will be passed through to the holders of Class A Memberships.

Risk Factors

An investment in the Company involves significant risks that should be carefully considered prior to investment. See “Certain Risk Factors.”

Offering Amount

The Offering Amount is a maximum of US \$25,000,000. The Company may close the Offering once US \$5,000,000 has been subscribed for and accepted by the Company (subject to increase or decrease in the Company’s sole discretion).

Closing

The projected closing date of the Offering is June 1, 2024, or such earlier or later date as the Company may in its sole discretion determine (the Initial Closing). The Company, in its sole discretion, may elect to hold the Initial Closing upon receipt by the Company of aggregate Capital Commitments of \$5,000,000, subject to waiver at the discretion of the Company.

The Company anticipates that the Final Closing will occur six (6) months after the Initial Closing (Subject to change by the Company, in its sole discretion).

Additional Closings and Transfer of Interests

Additional closings may be held to accommodate additional investments from existing Investors or to admit additional Investors as Members of the Company. The Company, in its sole discretion, can set the date of any subsequent closings.

Transfer of Interests

No Investor may sell, transfer, pledge or assign all or any portion of its Interests unless the shares are registered for sale in accordance with relevant provisions of the Securities and Exchange Act of 1933, as amended. All shares are subject to a statutory holding period of at least six (6) months.

Listing on a Public Exchange

It is the intention of management to register the shares for sale of the Company to the public as soon as possible and to list the shares on one or more public stock exchanges. The decision and manner of listing the Company’s shares shall be at the sole discretion of Management and shall be dependant upon market conditions and regulatory requirements at the time of Offering. In no event shall the listing be made for less than a market cap of one billion dollars. A registration pursuant to Reg A + of the Securities and Exchange Act, as amended, and subsequent listing on Nasdaq or the NYSE is contemplated although the success of such offering is uncertain and cannot be guaranteed in any way.

Fees and Expenses

The Company will bear all reasonable costs and expenses that are incurred in the operation of the Company (as defined below) including the organizational expenses paid in connection with the formation of the Company, the expenses relating to the initial offering of the Interests (generally referred to as syndication costs), brokerage commissions, fees of any outside service providers such as legal, custodial, accounting, and auditing expenses.

Distributions

Subject to the Priority Payments to Class A Members, as set forth in the Company's projections, the Company is not required to distribute to the Investors, as a dividend or otherwise, any of the Company's income and may reinvest substantially all income and gain.

Fiscal Year

The fiscal year end of the Company is June 31.

Tax Aspects

The Company is a Limited Liability Company formed pursuant to the laws of the State of Wyoming. As is customary in motion picture and other content production, a Limited Liability Company will be created for each project as a special purpose vehicle to deal with and administer each project (SPV). Each SPV will pass through tax benefits to the Members. 26 U.S. Code Section 181 provides that the entire cost of a production where at least 75% of the budget, generally limited to \$15,000,000, is spent in the United States may be deducted as an expense in the year in which it is put into service. This deduction is subject to the rules relating to passive income and the at risk rules. Investors are advised to seek the advice of their tax advisors and/or attorneys to determine the benefits available to them.

Regulatory Matters

The Interests have not been registered under the Securities Act or under any state securities acts and are offered in reliance on exemptions provided by such acts. The Company is not registered as an investment company under the Investment Company Act, nor does it intend to register under that Act.

This Offering is made pursuant to the exemptions to registration provided by Reg D, Section 230.506 (c) of Securities Exchange Act of 1933, as amended.

Suitability

Each potential investor will be required to represent that it is an "accredited investor" under Regulation D Section 506 (c) of the Securities Act. The Company may, in its sole discretion, decline to admit investors regardless of whether they meet such suitability requirements.

Investor Reports

The Company will furnish Investors with annual financial statements audited by the Company's independent certified public accountants. The Company also may prepare and distribute unaudited reports of the Company's performance from time-to-time.

SUBSCRIPTION FOR INTERESTS

Investors interested in subscribing for the Interests are required to complete and return to the Company a Subscription Agreement, providing information appropriate to determine whether the investor is eligible to acquire the Interests.

INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

The Company will select an independent certified public accounting firm to audit the financial statements of the Company as at the end of each Fiscal Year of the Company. The audited statements will be distributed to each shareholder.

HIP Capital Resources, LLC. (the “Company”)

The Company was formed pursuant to the laws of the State of Wyoming on January 23, 2023. The business of the Company is to finance the acquisition, development, and distribution of major motion pictures and television programming throughout the world in all media, including theatrical release and ancillary markets in the United States and Worldwide. HIP Capital Resources, LLC. is offering for sale twenty-five (25,000,000) million SHARES at \$1.00 per Share to accredited investors, representing fifty (50%) percent of the equity of the Company (the “Offering”). The minimum investment is Two Hundred Thousand Fifty Thousand (\$250,000.00) dollars. Lesser investments may be accepted at the discretion of the Company.

It is anticipated that the Company will produce (“Slate” between eight (8) and fourteen (14) motion pictures during the four (4) year period following Closing. The Company will also produce between five (5) and ten (10) television programs within the same time period. The current Slate of Projects is described in Exhibit B. The Slate may be amended depending on availability of talent and the conditions of the marketplace.

The Offering

The Company is seeking to raise \$25,000,000 and is selling 25,000,000 SHARES of Class A Shares of the Company at One (\$1.00) Dollar per Share. Only accredited investors may purchase SHARES. The minimum investment is Two Hundred Fifty Thousand (\$250,000.00) dollars. Lesser investments may be accepted at the discretion of the Company.

The funds raised will be applied as follows:

APPLICATION OF PROCEEDS

Total Offering:	\$25,000,000	\$25,000,000
Sales Commissions ¹ :	\$2,000,000	
Expenses of Offering ² :	\$400,000	
Arrangement Fee ³ :	\$300,000	
Net proceeds to the Company:		<u>\$22,300,000</u>

NOTES TO APPLICATION OF PROCEEDS OF OFFERING

1. The Company may retain broker-dealers to assist with the placement of Membership interests. In the event that it does so, it may pay up to 8% in sales commissions to such broker-dealers. To the extent that it does not retain a broker-dealer, or that the applicable sales commission is less than 8%, this amount will decrease proportionately.
2. Includes all expenses of the offering, including legal, accounting, travel, copying, postage, FedEx costs and other miscellaneous items associated with the preparation and completion of the Offering.
3. Management of the Company will receive a fee of \$300,000 based on a raise of the maximum amount and a pro rata fee based on anything less.

BUSINESS OF THE COMPANY

The business of the Company is to generate revenues from the development, financing, production, marketing, distribution, promotion, exhibition and related forms of commercial exploitation available or obtainable for motion pictures and television productions, primarily through production, sale and theatrical release, sales to cable or network television and other digital or analog media formats or platforms along with ancillary products and ventures relating to such motion pictures or television productions

The Company has entered into an agreement with Global Genesis Group, LLC (Global), pursuant to which Global and Company will form a company to be equally owned by Global and Company (HIP/Global). HIP/Global will produce and distribute the slate of motion pictures and television content set forth in Exhibit B ('Slate'). Management of HIP/Global shall be equally shared between Global and Company. HIP/Global has the ability to develop, produce and distribute its products worldwide, in all markets.

The Company will also produce projects in addition to the Slate and may invest in other projects related to the entertainment industry, including the distribution of such projects by digital means using cable, OTT, internet, satellite, and other telecommunications media.

The Slate consists of thirteen motion pictures. In the event that any of the Slate motion pictures is not a viable project meeting the risk reduction requirements of the Company or is unable to be properly cast in a timely manner, other motion pictures will be substituted. Similarly, upon completion of the Slate, as it may be amended, the Company may elect to produce additional motion pictures in the future and to raise additional funds. Investors in this Offering will retain their rights to receive their allotment share of dividends as equity holders in the Company but will not receive priority payouts in addition to those for the original Slate for which they have made capital investments.

There can be no assurance that the Company will be able to meet its investment objective and strategy.

Exit Strategy

Management believes that a public offering of the shares of the Company will be in the best interests of all investors and members. Management's efforts will be to arrange an Initial Public Offering of the Company's shares and listing those shares on either the NYSE or NASDAQ. Management hopes to achieve a favorable market capitalization for the Company. Preparation for such a listing will either be pursuant to Reg A+ or an S-1. Market conditions and the regulatory schema will determine if, when and how the listing is to be accomplished. It shall be Management's responsibility to determine whether or not to list the Company's shares on a public exchange, a decision to be made at the discretion of Management.

Projected Investor Cash Flow

Investors will receive Priority Payments during the first four (4) years of operation. These payments will be made annually to investors in the amounts set forth below. No dividends to the holders of the Class B shares, the Management of the Company, will be made unless the following schedule is met, determined

annually. Management determine whether to pursue an Initial Public Offering (IPO) of the shares of the Company within two (2) years from the final closing by a Reg A+ Offering or S-1 Registration Statement pursuant to the Securities Act of 1933, as amended, for listing on a national exchange, either NASDAQ or NYSE.

The Projected Cash Flow during its first four (4) years of operation of the Company is projected to yield the following results for investors assuming all shares offered hereby are sold. Actual performance may be substantially less or substantially greater.

YEAR	PRIORITY INVESTOR PAYMENTS				TOTAL
	1	2	3	4	
	\$2,500,000	\$2,500,000	\$15,000,000		
	0	0	0	\$20,000,000	\$40,000,000
			IRR	ROI	
			15.5%	60%	

Projected Company Income

Management believes that the motion picture industry has evolved rapidly during the Covid 19 pandemic. Government and private measures to curtail the spread of the Covid-19 virus have resulted in the closing of motion picture theatres throughout the world. Whether or not those theatres will re-open, or whether the theatrical market for motion pictures will recover if the theatres reopen, is impossible to determine. Underlying trends in theatrical and home viewership have been accelerated and perhaps permanently changed. “After the pandemic is over, it is unclear what role movie theaters will play in consumer entertainment or to what extent the existing system of releases will have been disrupted.” (Deloitte Insights, Digital media trends The Future of Movies, p 2) “The single factor that persists is that the need for new product and content is being driven by new viewing trends demanding increased production of motion pictures and other viewing content in a variety of formats.”—Streaming platforms have established highly profitable markets for both full length motion pictures, generally 90 minutes in duration, and shorter format entertainment products, twenty-two minutes in duration, and suitable for a series of 12 or 13 shows in a grouping. The Company intends to focus on sales to digital streaming platforms, cable systems, and broadcast television as its primary sales targets. The Company intends to avoid theatrical release because of its inherent risks, costs, and unpredictability. The projections set forth below therefore do not assume revenue from the theatrical release of the Company’s motion pictures.

Management believes that the rapid and enduring growth of market for motion pictures and other content will drive production for the next decades. Combined with federal and state incentives offered to support motion picture production, Management believes that now is an opportune time to finance, produce, and distribute motion pictures.

The Projections below do not reflect the ongoing earnings of the Company beyond year 4 of operations. The revenues from the Slate produced extends into years five through nine. Holders of Class A Memberships will be paid their aliquot participations in those earnings. After Year 9, no further Priority payments will be made for the Slate.

Revenues are based upon management’s estimate of the performance of The Slate. Actual performance may and in all likelihood will be substantially less or substantially greater than projected.

COMMENTS AND NOTES ON CHART BELOW:

1. Each of the Projects listed below was developed and owned by Company and its Joint Venture Partner, Global Genesis Group, LLC (See Exhibit D, Description of GGG). Each of the Projects has been budgeted. The cast and director have been selected, although not contracted. The availability of the cast and director is subject to a variety of conditions and they may not be able or willing to participate in the production. A similar cast and director must then be determined and contracted. The final roster will effect the earnings of the Project.

2. In the event that any Project cannot be produced, other Projects will be substituted. Management believes that there are many projects available for production that are suitable. Nevertheless, any change in any Project of the Slate will undoubtedly effect revenues and other results.

3. The methodology for risk reduction is more fully described below. Since Management's decision to "green light" or produce any Project is based upon market conditions at the time and an agreement with a third party exhibitor of the Project, adjustments may be made to budget in order to secure profitability for each Project. No Project will be produced unless there is in place a contract for its purchase that provides substantial profits to the Company. See Risk Reduction below.

4. The following chart does not include Project revenues beyond Year 4 of the Company's operation. In general, additional revenues from the sale and distribution of motion pictures extends out in time, including library value of each Project.

PROJECT	COST OF GOODS SOLD (COGS)	GROSS REVENUE	NET REVENUES (EBITDA)
KATANA	6,740,000	17,200,000	10,460,000
KIDNAPPED	6,740,000	18,750,000	12,010,000
ABSOLUTE MURDER	10,740,000	33,900,000	23,160,000
A CHRISTMAS RESCUE	860,000	1,170,000	310,000
MELTDOWN	9,740,000	28,750,000	19,010,000
PIGGY	3,000,000	5,700,000	2,700,000
OP WINCHESTER	9,740,000	26,250,000	16,510,000
TROUBLED WATERS	1,700,000	3,750,000	2,050,000
REDEMPTOR	7,210,000	26,250,000	19,040,000
SURVIVE	9,210,000	25,750,000	16,540,000
THE DOOR	1,080,000	1,560,000	480,000
5 DAYS ON EARTH	2,400,000	5,800,000	3,400,000
			125,670,00
TOTAL:	69,160,000	194,830,000	0

NOTA BENE: Pay special attention to the Risk sections of this Offering Memorandum. The Income Projections above together with the notes thereto, set forth the expectations and intentions of Management. Results may and in all probability will differ.

MOTION PICTURE AND TELEVISION MARKETS

The intellectual property rights in the Slate of films enable a variety of additional income sources including, but not limited to sequel, prequel, remake, television series adaptations, video games, merchandise, all of which to be exploited throughout the universe in perpetuity.

Subsequent to the release of the Company's Films, they may be re-financed by a bank or other source based on sales contracts to be performed in the future, as is typical of the exhibition of films on free television, and to some extent on pay television, and other exhibition platforms (the "Ultimates".) A financing of the Ultimates of the Slate Films will vary according to timing of the refinancing and success of the films. Financing the Ultimates may be used to increase available cash for additional motion picture production or to enhance the Company's liquidity.

The Slate Films will also have substantial value as a “Library.” In addition to the Ultimates, the Library value extends out in time to include new sales, new media, and new rounds of exploitation of the Films. The value of the Library has not been included in the cash flow projections.

Company Management

The Company will be managed by the officers and directors of HIP Capital Resources, LLC. Day to day management of the Company will be by the President of Company. The Company will have a Board of Directors and may establish committees, as needed, to be selected by the Board.

The management may serve as executives on individual motion pictures produced by the company with compensation in line with industry norms and approved by the Board of Directors.

Risk Management and Risk Mitigation

The Company’s investments in motion pictures will be collateralized by agreements with exhibitors, including international buyers of rights, domestic streaming platforms, cable networks, television stations, The motion pictures will be produced in jurisdictions that provide financial incentives in the form of cash rebates, tax credits, grants, etc. (“Soft Money”). The funds invested by the Company will largely be the requisite amounts to secure the services of the cast, producer and director, generally an amount equal to ten (10%) percent to twenty (20%) percent of their agreed fees. Prior to agreeing to such payment, the project will generally be approved by an exhibitor (Rights Purchaser) for an amount at least 130% of the agreed budget, providing for the repayment of any costs incurred by the Company and for the entire cost of the production budget. The profit to the Company will be included in the purchase price. Once agreed, the Company will seek bank financing to cash flow the project. The bank financing will be on a non-recourse basis to the Company.

1. **Minimum Collateral:** The Company’s investment in the slate will be collateralized by (a) the sale of rights to distribute the Project; (b) state, local, and federal incentives generally about twenty-five (25%) percent of the budget.
2. **Green Light Procedure:** In the industry, Green Lighting is the process by which management approves a project for production and funding arrangements made. The Company will Green Light Projects only when the sale of the Project is agreed to by a credit worthy purchaser. Most often this will be a purchaser of rights to the Project for the domestic, North American market.
3. **Banking:** A bank experienced in lending to the motion picture industry, of which there are several with which Management has a substantial working history, will lend to a Special Purpose Vehicle created by the Company the amount of the approved budget. The bank will oversee and cash flow the production. The lending bank will direct the application of loan proceeds as needed by the production. Upon delivery of the Project’s final Project’s elements, the purchaser will remit to the Bank the amount set forth in the purchase agreement. The bank will satisfy its loan and remit any balance to the Company or its designee.
4. **Completion Bond:** As required by the lending bank, the Project’s completion and time of completion at the agreed budget will be guaranteed by a bond from an industry recognized insurance company (Completion Bond).

5. **Standards:** All Company Films will be in color, at least 80 minutes in length, and will receive a Motion Picture Association of America (MPAA) rating not more restrictive than “R”.

INVESTOR SUITABILITY REQUIREMENTS

Each purchaser of an Interest must bear the economic risk of his or her investment for an indefinite period of time because the Interests have not been registered under the Securities Act and, therefore, cannot be sold unless they are subsequently registered under the Securities Act or an exemption from such registration is available. It is not contemplated that any such registration will ever be affected, or that exemptions provided by rules under the Securities Act will ever be available. The foregoing restrictions on transferability must be regarded as substantial.

Each purchaser of an Interest will be required to represent that the Interest is being acquired for he/she/its own account, for investment purposes only, and not with a view to resale or distribution. The Interests are suitable investments only for sophisticated investors for whom an investment in the Company does not constitute a complete investment program and who fully understand, are willing to assume, and have the financial resources necessary to withstand, the risks involved in the Company’s specialized investment objective and strategy and a potential loss in the value of their investment in Interests.

As a result of the foregoing and in order to comply with the conditions prescribed by the U. S. Securities and Exchange Commission applicable to an offering exempt from registration under the Securities Act as a transaction not involving a public offering, and exempt from registration under the Investment Company Act, Interests will be offered and sold only to a prospective investors who satisfactorily completes the applicable representations in the attached Subscription Agreement. Each investor will be required to represent that it is both an “accredited investor” under Regulation D of the Securities Act.

Each prospective Investor is urged to consult with his/her/its own advisors to determine the suitability of an investment in the Interests and the relationship of such an investment to the purchaser’s overall investment program and financial and tax position.

RISK FACTORS

AN INVESTMENT IN THE COMPANY IS A HIGHLY SPECULATIVE INVESTMENT AND SHOULD ONLY BE CONSIDERED BY PERSONS WHO ARE CAPABLE OF ASSUMING THE FINANCIAL RISKS OF AN INVESTMENT FOR AN INDETERMINATE PERIOD OF TIME. POTENTIAL INVESTORS ARE REQUESTED TO PAY PARTICULAR ATTENTION TO THE FOLLOWING RISK FACTORS THAT COULD AFFECT THE COMPANY’S ACTIVITIES.

THE FOLLOWING RISK FACTORS SHOULD BE CONSIDERED CAREFULLY IN ADDITION TO THE OTHER INFORMATION CONTAINED IN THIS MEMORANDUM BEFORE PURCHASING THE SHARES OFFERED HEREBY. BECAUSE ANY INVESTMENT IN THE SHARES OFFERED HEREBY INVOLVES A HIGH DEGREE OF RISK, ONLY INVESTORS WHO CAN ACCOMMODATE AND UNDERTAKE SUCH RISKS, INCLUDING A COMPLETE LOSS OF THEIR INVESTMENT, SHOULD PURCHASE THE SHARES.

IN ADDITION TO THE RISK FACTORS SET FORTH BELOW, RISKS AND UNCERTAINTIES NOT PRESENTLY KNOWN OR THAT ARE CURRENTLY DEEMED IMMATERIAL, MAY ALSO IMPAIR THE COMPANY’S BUSINESS, FINANCIAL CONDITION AND/OR OPERATING RESULTS. THE FOREGOING LIST OF RISK FACTORS DOES NOT PURPORT TO BE A COMPLETE ENUMERATION OR EXPLANATION OF THE RISKS INVOLVED IN AN INVESTMENT IN THE COMPANY. PROSPECTIVE INVESTORS

SHOULD READ THIS ENTIRE MEMORANDUM AND THE COMPANY AGREEMENT AND CONSULT WITH THEIR OWN ADVISORS BEFORE DECIDING WHETHER TO INVEST IN THE COMPANY. AN INVESTMENT IN THE COMPANY IS SUITABLE ONLY FOR ACCREDITED, SOPHISTICATED, AND EXPERIENCED INVESTORS. AN INVESTMENT IN THE FUND MAY BE SUBJECT TO RISK FACTORS NOT DESCRIBED IN THIS CONFIDENTIAL MEMORANDUM.

New Venture

The Company was recently formed and its activities to date have been primarily dedicated to the organization of the Company and raising the funds sought by this Offering. Therefore, the Company has minimal financial records and/or operating history. The Company's future prospects must be weighed against the risks and difficulties encountered by companies in the early stages of a business enterprise. The Company cannot and does not provide any assurances that the Company will be successful in addressing these risks or achieving its objectives.

The Company is intended for long-term investors who can accept the risks associated with investing primarily in illiquid, privately issued securities. There can be no assurance that the Company will achieve its investment objective.

An investment in the Company should be considered a high-risk investment. Prospective investors should consider the following factors in determining whether an investment in the Company is appropriate for them and should invest only if they fully understand and can tolerate the risks associated with an investment in the Company.

Special risks apply during a Company's start-up period, including the risk of failing to achieve the economic objectives within the time period expected and the risk of commencing operations under inopportune market conditions. The Company's investment objective and strategy should be evaluated on the basis that there can be no assurance that the Company's assessments of the short-term or long-term prospects of investments will prove accurate, that the Company will achieve its investment objective or that investors will not lose all or a portion of their investments in the Company.

Investment Strategy Risks

The following are risks associated with the investment strategy and objectives of the Company.

Competition and Acceptance

The Company will be in competition with other entertainment industry businesses. Many of these businesses will have greater financial resources, experience, longevity, exposure and credibility in the marketplace.

Each production is an individual work and there can be no assurance of the economic success of any particular production since the revenues derived depends primarily upon its acceptance by the general public, which cannot be reliably predicted. The commercial success of any production also depends upon the quality and acceptance of competing productions released in the marketplace at or near the same time, the availability of all forms of entertainment and leisure activities, general economic conditions, and other tangible and intangible factors.

The performance of the Company will most likely be affected by other motion pictures and television productions released in the marketplace by competing companies. The Company will have no control over competing motion pictures and television productions, when they are released, how they will be

marketed, or how much will be spent on marketing them. The reaction of critics and the general public to competing motion pictures and television productions is impossible to reliably predict.

Risks generally associated with the Entertainment Industry

The motion picture and television production industries are highly speculative, inherently risky and unpredictable. The picture and television industries could experience fluctuations and cannot be predicted with any certainty. The Company could be adversely affected by decline in demand, inflationary trends, economic trends and government policies, among other things.

The motion picture and television industries are undergoing significant changes for a variety of reasons, including but not limited to technological developments. It is impossible to reliably predict the overall effect of these changes on the potential revenue from and profitability of any production and, consequently, the Company. New entertainment products and services are continually being introduced to the marketplace. Video games, music, motion pictures, television, and sports programming all compete for the attention of consumers.

Gross revenues for motion pictures and television productions are dependent on the availability of distribution entities capable of obtaining suitable outlets in theaters and other media and providing advertising and promotion services. The ability of the Company to negotiate distribution agreements and the terms of such agreement will affect the timing and amount of receipts of the Company.

The Company may not have access to quality creative material from which to develop motion pictures and television productions. The Company may have difficulty securing the participation of appropriate, marketable talent for motion pictures and television productions. These factors, among others, may adversely affect the Company's ability to produce a motion picture or television production, as the case may be, on schedule and on budget.

The cost of producing, marketing and distributing motion pictures and television productions may substantially increase. In the future, the Company may have to generate greater revenue to be profitable.

Piracy is a major area of concern for the motion picture industry and there is no assurance that efforts to limit piracy will be effective.

Uninsured Losses - Operating Hazards

Hazards, such as encountering unusual or unexpected conditions due to nature, accidents, incidents, or human error, could result in the Company incurring substantial losses and liabilities to third parties. The Company may not be insured against losses or liabilities, which arise from such hazards, either because such insurance is unavailable or because the damages exceed the current insurance coverage. The Company will endeavor to see that Portfolio Companies secure customary insurance coverage for the business. An uninsured loss by a Portfolio Company could adversely affect the Company.

Risks Inherent in Private Equity and Private Debt Type Investments

The success of private equity, in general, is subject to risks related to: (i) the quality of the management of

the Company; (ii) the ability of the Company to select successful investment opportunities; (iii) general economic conditions; and (iv) the ability of the Company to liquidate the private equity investments. Each of these areas should be closely reviewed and understood by potential investors.

Illiquid

An investment in the Company is suitable only for sophisticated, experienced investors who are financially able to maintain their investment for a substantial period of time and who can afford a loss of their investment.

Investment Decisions, Management Control of the Company

Investors will have rights inherent shareholders and shareholder voting. Investors will generally not have the opportunity personally to evaluate the relevant economic, business, financial and other information used by the Company in making decisions and will have no control over such decisions. In addition, Investors will take no part in the day to day management, control or operation of the Company.

Business Dependent on Management

The success of the Company depends primarily on the Management of the Company. The Company depends primarily on the services of Richard M. Greenberg. There can be no assurance that the Company would be able to recruit satisfactory replacements.

Conflicts of Interest

The interests of the investors may be inconsistent or in certain circumstances in conflict with the interests of the Company. Agreements and arrangements, including those relating to compensation and fees, between the Company and Management will not be the result of arms-length negotiations.

The Company's Management, Directors and Officers are required to devote to the Company only such time as is reasonably necessary to carry out the Company's business, and may engage in other business activities, some of which may be in competition with the Company.

The Company must indemnify Management, Directors and Officers from claims against it or them arising from their respective status in and relationship to the Company under certain circumstances, including costs and expenses of certain actions brought against them by the Company.

The Company, or its members and managers, may in the future promote other investment entities. The investment strategy and objective of such entities may be similar to those of the Company.

Company Status

The Company was recently formed as a Company under the laws of the State of Wyoming. The Company is a C Corporation for Federal Tax purposes. All of its income will be subject to tax at corporate rates, distributions to investors generally would be taxable as dividends, and investors would not be entitled to report any portion of the income or loss of the Company on their returns.

Economic Conditions and Force Majeure

The Company may be forced to suspend operations in the event that continued operations are prevented due to an act of God, the elements, war, fire, by order of a government, or a change in the circumstances of the securities markets that make it unreasonable to continue the operation of the Company.

No Assurance of Return

There can be no assurance that the Company will have sufficient revenue and success to pay dividends.

There can be no assurance that the revenues of the Company will be as anticipated or that any distributions to shareholders will, in fact, be made.

Limited Transferability of SHARES

Although Management intends to register the shares of the Company in accordance with the requirements of the Security and Exchange Act of 1934, as amended, there is no public market for the shares of the Company, and the registration of the Company's shares may not take place due to a variety of circumstances, including future marketing conditions and legislation governing such registration. The Company is not obligated to redeem or repurchase any of the shares of the Company and there are substantial restrictions upon the transferability of shares of the Company under applicable securities laws. Thus, Investors may not be able to liquidate their investments in the event of an emergency. The purchase of SHARES should be considered only as a long-term investment.

Reliance upon Management

The business of the Company including the right to exercise control over the Company's day to day operations is vested in Management. The oversight and management of the Company's business affairs and operations will be conducted by the Board of Directors and its Executives (Management). Prospective investors should invest in the Company only if they are willing to entrust significant powers in regard to the operations of the Company to Management. The Company is reliant upon certain key management personnel for its success.

The success of the Company depends substantially on the efforts of its current management team, and the loss of their services would have a material adverse impact on the business of the Company. Management exclusively controls all aspects of the business of the Company and, in this regard, management will continue to make all decisions relating to operations. Management believes that its accumulated business expertise will allow the Company to pursue sound management and financial strategies. No person should purchase any of the shares offered hereby unless he, she or it is willing to entrust all aspects of the Company's operations to Management.

No Protection Under the Investment Company Act

In reliance upon a statutory exemption for privately offered securities by entities that would otherwise be deemed to be "investment companies," the Company has not registered as an investment company under the Investment Company Act of 1940 (as amended), the "40 Act". Among other things, the 40 Act generally requires investment companies to have a minimum of 40% independent directors and regulates the relationship between the investment adviser and the investment company. Such protections, and others afforded by the 40 Act will not be applicable to the Company and the Members.

Recourse to the Company's Assets

The Company's assets, including any investments made by the Company and any funds held by the Company are available to satisfy all liabilities and other obligations of the Company, including obligations of indemnification. If the Company becomes subject to a liability, parties seeking to have the liability satisfied may have recourse to the Company's assets. This may limit the Company's ability to achieve its business goals.

Impact of State and Federal Securities Laws

The Offering has not been registered under the Securities Act in reliance upon Rule 505 of Regulation D promulgated by the SEC pursuant to section 4(2) of the Securities Act, and reliance will also be made on available exemptions from securities registration under the "blue sky" laws of states in which the SHARES are offered and sold. There can be no assurance that the Offering qualifies or will continue to qualify under the exemption provisions. If suits for rescission are brought under the Securities Act and successfully concluded for failure to register this Offering or for acts or omissions constituting offenses under the Securities Act, the Securities Exchange Act of 1934, as amended (the "Exchange Act") or applicable state securities laws, both the capital and assets of the Company and the Company could be adversely affected, thus jeopardizing the ability of the Company to operate successfully. Each Investor should consult his, her, its legal counsel in this regard.

Funds Held in a Segregated Account

The proceeds of the Offering will be held in a segregated bank account until the Management has received Agreed Subscriptions for not less US\$4,000,000 or until the termination of the Offer, which shall not be later than six (6) months after receipt of the first subscription funds. In the event that the Offering fails to achieve the minimum amount, the Offering proceeds will be returned to investors without interest and without deduction.

Tax Risks

AN INVESTMENT IN THE OFFERING WILL INVOLVE MATERIAL FEDERAL, STATE AND LOCAL INCOME TAX CONSEQUENCES. IN VIEW OF THE COMPLEXITIES OF THE APPLICABLE LAWS AND REGULATIONS ASSOCIATED WITH AN INVESTMENT IN THE OFFERING, PRIOR TO INVESTING EACH PROSPECTIVE INVESTOR IS STRONGLY URGED TO CONSULT WITH AND MUST RELY ON THE ADVICE OF HIS, HER, ITS OWN TAX ADVISORS WITH RESPECT TO THE FEDERAL, STATE AND LOCAL TAX IMPLICATIONS OF SUCH AN INVESTMENT AND THE PURCHASE AND HOLDING OF SHARES.

Foreign Investors

Prospective investors that are foreign persons that invest directly in the Company generally will be subject to federal income tax each year on their distributive share of the taxable income of the Company that is deemed to be "effectively connected" with a U. S. trade or business as if they were U. S. citizens or residents. Foreign investors generally will be personally liable to the Company with respect to any withholding tax not satisfied out of their share of any distributions by the Company.

Prevention of Money Laundering

It is possible that existing or future legislation or regulations would require the Manager or other

service providers to the Company, in connection with the establishment of anti-money laundering procedures, to share information with governmental authorities with respect to the Members. The Company reserves the right to request such information as is necessary to verify the identity of an Investor or Potential Investor and the source of the payment of subscription monies, or as is necessary to comply with any customer identification programs required by the Financial Crimes Enforcement Network and/or the SEC.

EXHIBIT A – Subscription Agreement

SUBSCRIPTION AGREEMENT

This Agreement is made, entered into and effective this _____ day of _____ between the individual or organization identified below (the “Purchaser”) and HIP Capital Resources, LLC, a Wyoming company (the “Company”)

Purchaser Identification

Individual
Organization

(If several Purchasers intend to subscribe jointly, please describe the relationship between the Purchasers on a separate sheet and submit a completed signed subscription agreement for each Purchaser.)

Name :

Address :

City :

Postal Code :

State or Province :

Country :

Phone :

Facsimile :

Taxpayer Identification Number :

For Organizations Only

Date and Place of Incorporation :

Please attach copy of ID for individual or board members

Members of the Board :

Introduced by:

Name and Company

Subscription Details

Pursuant to the terms of the Private Offering Memorandum HIP Capital Resources, LLC, dated _____, 201__ (“Memorandum”), the Purchaser tenders this subscription and agrees to purchase the number of SHARES of the Company set forth below:

Number of SHARES:	
USD Amount of Subscription:	

Together with this Subscription Agreement the Purchaser is transmitting the full purchase price for the Unit(s) directly to the Company by mean of:

- cash;
- a wire transfer in favor of The Company;
- a bank check in the name of Company; or,
- a certified bank check in the name of The Company.

Incorporation of Terms and Definitions

- The Terms and Definitions set forth in Attachment I to the Subscription Agreement, as set forth in the Memorandum, are incorporated herein by this reference

Incorporation of Representations and Warranties

The Representations and Warranties set forth in Attachment II to the Subscription, as set forth in the Memorandum, are incorporated herein by this reference.

Incorporation of Investor Questionnaire

If the Purchaser is subscribing for less than USD 150,000 and (a) the Purchaser is a citizen or resident of the United States, or (b) the Subscription Agreement is executed within the United States, the Investor Questionnaire set forth in the Article 15.8 of the Memorandum, must be completed by the Purchaser and returned to the Company together with this Subscription Agreement. Said Investor Questionnaire and all the Purchaser’s responses thereto are incorporated herein by this reference.

Signature(s) of Purchaser

IN WITNESS WHEREOF, this Subscription Agreement has been executed by the Purchaser at the place and on the date first set forth above.

Organization Signature:

Individual Signature:

Print Name of Subscriber By:

Signature(s)

Print Name and Title of Person Signing

Acceptance of Subscription

Effective this ____ day of _____, HIP Capital Resources, LLC, a Wyoming Company, confirms the representations and warranties of the Company set forth in Attachment II to the Subscription Agreement, as set forth in the Memorandum, and accepts the Purchaser's subscription as follows:

Membership SHARES		

HIP Capital Resources, LLC

By : _____, its _____

Appendix I to the Subscription Agreement

Terms and Definitions

An investment in Shares of the Company is, in general, only suitable for Purchasers that qualify as “accredited investors” as defined below. The Company may, however, make exceptions to the general suitability standard and permit sales to Purchasers that do not qualify as accredited investors if such Purchasers are not residents or citizens of the United States. As used herein, the term “accredited investor” means any Purchaser who comes within any of the following categories, or whom the Company reasonably believes comes within any of the following categories, at the time of the sale of the SHARES to that Purchaser:

(1) Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; any investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act of 1940; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

(4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(5) Any natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, exceeds \$1,000,000;

(i) Except as provided in paragraph (a)(5)(ii) of this section, for purposes of calculating net worth under this paragraph (a)(5):

(A) The person's primary residence shall not be included as an asset;

(B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds

the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

(ii) Paragraph (a)(5)(i) of this section will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:

(A) Such right was held by the person on July 20, 2010;

(B) The person qualified as an accredited investor on the basis of net worth at the time the person acquired such right; and

(C) The person held securities of the same issuer, other than such right, on July 20, 2010.

(6) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in § 230.506(b)(2)(ii);

(8) Any entity in which all of the equity owners are accredited investors;

(9) Any entity, of a type not listed in paragraph (a)(1), (2), (3), (7), or (8), not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000;

(10) Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status. In determining whether to designate a professional certification or designation or credential from an accredited educational institution for purposes of this paragraph (a)(10), the Commission will consider, among others, the following attributes:

(i) The certification, designation, or credential arises out of an examination or series of examinations administered by a self-regulatory organization or other industry body or is issued by an accredited educational institution;

(ii) The examination or series of examinations is designed to reliably and validly demonstrate an individual's comprehension and sophistication in the areas of securities and investing;

(iii) Persons obtaining such certification, designation, or credential can reasonably be expected to have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of a prospective investment; and

(iv) An indication that an individual holds the certification or designation is either made publicly available by the relevant self-regulatory organization or other industry body or is otherwise independently verifiable;

(11) Any natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940 (17 CFR 270.3c-5(a)(4)), of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;

(12) Any “family office,” as defined in rule 202(a)(11)(G)–1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)–1):

(i) With assets under management in excess of \$5,000,000,

(ii) That is not formed for the specific purpose of acquiring the securities offered, and

(iii) Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; and

(13) Any “family client,” as defined in rule 202(a)(11)(G)–1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)–1)), of a family office meeting the requirements in paragraph (a)(12) of this section and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (a)(12)(iii).

(b) Affiliate. An affiliate of, or person affiliated with, a specified person shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.

Approval and Acceptance

1. The Company reserves the right, in its sole and absolute discretion, to accept or reject any subscription in whole or in part, or to allocate a fraction of a Unit for which the Purchaser has subscribed. Each Unit consists of 250,000 Shares. In the event that a subscription is rejected by the Company, the Company will promptly return all subscription documentation to the Purchaser, together with a full refund of the subscription payment tendered by such Purchaser. In the event that a subscription is rejected in part, the Company will promptly refund to the Purchaser a pro rata portion of the subscription payment tendered by such Purchaser. The Company shall not be required to pay interest on funds that are ultimately returned to a Purchaser.

If and when accepted by the Company, the Subscription Agreement shall constitute a binding contract for the purchase and sale of the number of Company’s shares set forth therein. The purchase price of each unit offered hereby is one million (USD250,000) dollars.

2. All information provided to the Company by the Purchaser will be kept strictly confidential. Notwithstanding the foregoing, the Purchaser agrees that the Company may present the Subscription Agreement and all documents incorporated therein to its legal counsel and such other parties as it deems appropriate if called upon to verify the information provided for purposes of establishing the availability of any claimed exemption under the Securities Act of 1933, as amended, or any applicable state securities laws.

3. The Shares offered hereby have not been registered under the Securities Act of 1933, as amended, or the securities laws of any other jurisdiction but is being offered and sold in reliance on certain exemptions from registration set forth in such laws. In order to insure the availability of the claimed exemptions from registration, the Purchaser agrees:

Shares may not be assigned, sold, transferred, conveyed or hypothecated to any person except with the approval of the Company, unless the Shares are subsequently registered under the Securities Act of 1933, as amended, and other applicable laws, or an exemption from such registration is available to both the Purchaser and the proposed transferee under such laws.

All certificates for shares issued to the Purchaser, all certificates issued to a subsequent transferee of such shares, and all certificates representing any additional shares issued by the Company shall bear the following restrictive legend, or a legend similar thereto:

“The securities represented by this certificate have been acquired in a transaction effected in reliance upon Section 4(2) of the Securities Act of 1933, as amended (the “Act”), and Rule 506 promulgated there under. These securities have not been the subject of a registration statement under the Act or any other securities laws. These securities have been acquired for investment and not for distribution or resale. They may not be mortgaged, pledged, hypothecated, or otherwise transferred in the absence of an effective registration statement for such securities under the Act or an acceptable opinion of counsel that such registration is not required.”

In addition, all such certificates may bear any additional legend that, in the opinion of the Company's counsel, is required pursuant to any state or local law governing the offer and sale of securities.

The Company is not obligated to register the Shares offered hereby under the Securities Act of 1933, as amended or any other applicable law.

7. All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally or, if mailed by certified or registered mail, return receipt requested, postage prepaid, on the earlier of receipt or seven days after the date on which such notice or other communication is mailed, to the addresses as set forth on cover page of the Subscription Agreement or to such other address as the Company or the Purchaser shall have designated to the other by like notice.

The Purchaser shall indemnify and hold harmless the Company and its Manager and officers from any and all damages, losses, costs and expenses (including reasonable attorney's fees) which they may incur (i) by reason of the Purchaser's failure to fulfill any of the terms and conditions of the Subscription Agreement, (ii) by reason of any breach by the Purchaser of any representation, warranty or agreement contained in the Subscription Agreement and (iii) with respect to any and all claims made by or involving any person, other than the Purchaser, claiming any interest, right, title, power or authority in respect of the Shares. In addition, the Purchaser agrees to indemnify and hold harmless the Company and Manager and officers from and against any and all losses, damages, liabilities and expenses (including reasonable attorney's fees) incurred in connection with defending any claim brought by Purchaser with respect to an investment in the Company if judgment is rendered against the Purchaser and in favor of such indemnified party.

8. In the event a dispute between the Purchaser and the Company arises out of, in connection with, or with respect to the Subscription Agreement, or any breach thereof, such dispute shall, on the written request of one party delivered to the other party, be submitted to and settled by arbitration in the United States of America in accordance with the rules of the American Arbitration Association then in effect. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

9. The Purchaser understands, agrees and acknowledges that:

- (a) The Subscription Agreement is not transferable or assignable by the Purchaser. The Subscription Agreement, upon acceptance by the Company, shall be binding upon the heirs, executors, administrators, successors and assigns of the Purchaser.
- (b) The Subscription Agreement, its exhibits and the documents referred to herein (including the Memorandum) constitute the entire agreement between the parties respecting the subject matter hereof and may be amended only in writing by the Company.

(c) The representations, warranties and agreements contained herein shall survive the payment for and delivery of the Shares.

(d) The offer and sale of the SHARES and all other transactions contemplated by the Subscription Agreement shall be construed and interpreted in accordance with and governed by the laws of the State of Wyoming.

Appendix II to the Subscription Agreement

Representations and Warranties

1. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

- (a) The Company is duly organized, validly existing, and in good standing under the laws of the State of Wyoming, United States of America, with full power and authority to own its properties and conduct its business, and is duly qualified to conduct the business in which it is engaged in all jurisdictions where the conduct of its business requires qualification, except those jurisdictions where the failure to be qualified would not have a material adverse effect on the business or financial condition of the Company;
- (b) The authorized, issued, and outstanding Shares in the Company and the nature and extent of all rights to purchase Shares of the Company is as set forth in the Private Offering Memorandum of the Company dated April 26, 2023. All outstanding securities of the Company are duly authorized, validly issued, fully paid, non-assessable, and free of preemptive rights;
- (c) All Shares sold or exchanged by the Company, have been issued, sold or exchanged by the Company in compliance with all applicable state and federal securities laws and regulations;
- (d) The issuance and sale of the Shares offered hereby has been duly and validly authorized by the Company and will not result in a breach or violation of any of the terms or provisions of, or constitute a default under, (i) any indenture, mortgage, deed of trust, loan agreement, bond, debenture, note agreement, or other evidence of indebtedness, lease, contract, or other agreement or instrument to which the Company is a party or by which the property of the Company is bound, or (ii) any statute or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the Company or its properties;
- (e) The Company will use all reasonable efforts to obtain at the earliest practicable date, all consents, approvals, authorizations, or other orders of any court, regulatory body, administrative agency, or other governmental body required to be obtained by the Company in connection with the Offer and sale of the Shares of the Company.
- (f) Upon delivery to the Purchaser, the Shares will be validly issued and fully paid.
- (g) There are no material legal or governmental proceedings pending or threatened to which the Company is a party or of which the business or property of the Company is the subject that are not disclosed in materials incorporated in the Private Offering Memorandum. There is no contract, license, or other document of a character required to be described in the materials incorporated in the Private Offering Memorandum that is not described as required.

2. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser is at least 21 years of age, is competent to enter into the Subscription Agreement and has full power and authority to execute and deliver the Subscription Agreement and to perform its obligation hereunder.

The Subscription Agreement is a legally binding obligation of the Purchaser, enforceable in accordance with its terms, and the execution of the Subscription Agreement, and the performance of the Purchaser's obligations there under will not result in a breach or violation of any of the terms or provisions of, or constitute a default under any indenture, mortgage, deed of trust, loan agreement, bond, debenture, note agreement, or other evidence of indebtedness, lease, contract, or other agreement or instrument to which the Purchaser is a party or by which the property of the Purchaser is bound;

Except to the extent provided by the securities laws and regulations of his state of residence, the Purchaser waives any and all rights he has, or may have, to cancel, terminate or revoke his subscription, or request or demand the return of any subscription documents or funds;

The Purchaser has been provided a copy of the Memorandum dated April 26, 2023 and has carefully reviewed the entire document, including the exhibits thereto, with his own legal, tax and financial advisors;

The Purchaser has not been furnished any offering literature or prospectus other than this Memorandum and the documents attached thereto as exhibits, and he has not relied on any documents or offering literature that are not specifically described herein;

The Purchaser has carefully evaluated the offering and understands the risks of, and other considerations relating to, a purchase of Shares, including, but not limited to, the risks set forth under "Risk Factors" in the Memorandum;

The Purchaser is aware that an investment in the Company is speculative and involves a high degree of risk and that the Company has no operating history;

The Purchaser has been given the opportunity to review all of the files and business records of the Company including documents defining the rights of security holders, material contracts, and financial statements and to ask questions of and receive answers from Management, attorneys and accountants of the Company with respect to the Shares, the business of the Company and any other matters which he considered to be material to his investment decision and all such questions have been answered to his full satisfaction;

The Purchaser has not relied on any oral representation of any Selling Agent, any person affiliated with a Selling Agent or other person in connection with its investment decision and understands that any such representations have not been authorized by the Company or the Selling Agents;

The Purchaser is acquiring the Shares for investment purposes only, and without any intention of reselling or distributing all or any portion of the Shares;

The Purchaser has no present intention, agreement or arrangement to divide its interest in the Shares with others or to resell, assign, transfer or otherwise dispose of all or any of the Shares subscribed for;

The Purchaser has adequate net worth and means of providing for its financial needs and contingencies, can sustain a complete loss of its investment in the Company and has no need for liquidity in such investment. The Purchaser's overall commitment to unmarketable investments is not disproportionate to its net worth and its investment in the Company and will not cause such overall investment to become excessive.

The Purchaser has not distributed the Memorandum to anyone that was not approved in writing by the Company, except for lawyers, public accountants or financial advisors contributing to the Purchaser independent investigation, and it has not made copies thereof or communicated information contained

therein to any such person.

The Purchaser is an accredited investor as defined in “Appendix I—Terms and Definitions” and has such knowledge and experience in business and financial matters that it is capable of evaluating the Company, its proposed business and the risks and merits of investment in the Company.

All the information provided to the Company by the Purchaser is correct and complete as of the date hereof, and, if there should be any materials change in such information prior to the acceptance of the Subscription Agreement by the Company, the Purchaser will immediately furnish the revised or corrected information to the Company.

Except as set forth in the Memorandum, no representations or warranties have been made to the Purchaser by (a) the Company or any agent, employee of affiliate of the Company or (b) any other person, and in entering into this transaction the Purchaser is not relying upon any information, other than that contained in the Memorandum and the results of independent investigation by the Purchaser.

The Purchaser agrees to indemnify the Company and hold it harmless from and against any and all losses, damages, liabilities, costs and expenses which it may sustain or incur in connection with the breach by the Purchaser of any representation, warranty or covenant made by it in the Subscription Agreement.

The Purchaser understands that a subscription is not binding upon the Company until the Company accepts it, which acceptance is at the sole discretion of the Manager and is to be evidenced by the Manager’s execution of the Subscription Agreement in the space provided. The Subscription Agreement shall be voidable by the Purchaser if the Manager does not accept it within 30 days after the date hereof.

The Purchaser understands that the Manager may, in its sole discretion, reject any subscription in whole or in part and, in the event that the offering to which the Memorandum relates is oversubscribed, reduce this subscription in any amount and to any extent, whether or not pro rata reductions are made of any other investor's subscription.

This Subscription Agreement (i) sets forth the entire agreement of the Purchaser and the Company with respect to the subject matter hereof; (ii) may only be modified by a written instrument executed by the Purchaser and the Company; (iii) shall be governed by the laws of the State of Wyoming, applicable to contracts made to and to be wholly performed therein notwithstanding that it was executed by the Purchaser outside of the United States of America; and (iv) shall inure to the benefit of, and be binding upon the Company and the Purchaser and their respective heirs, legal representatives, successors and assigns.

Unless the context otherwise requires, all personal pronouns used in the Subscription Agreement, whether in the masculine, feminine or neuter gender, shall include all other genders.

Purchaser:

DATE:

Signature

Print Name, Title

Appendix III to the Subscription Agreement

Questionnaire for the Investor

Instructions: This Questionnaire must be completed in each case where (a) the Purchaser is a citizen or resident of the United States, or (b) the Subscription Agreement is executed within the United States. The purpose of this Questionnaire is to assure the Company that it may rely on certain exemptions from the registration requirements of the Securities Act of 1933, as amended, (the "Act"), and Regulation D promulgated there under. If your answer to any of the following questions is "None" or "Not Applicable" please so state.

Your answers will at all times be kept strictly confidential. However, by completing this Questionnaire, you agree that the Company may present this Questionnaire to its legal counsel and such other parties as it deems appropriate if called upon to verify the information provided for purposes of establishing the availability of any claimed exemption under the Act. Please provide complete answers for all of the following questions, and then sign, date and return one copy of this Questionnaire to the Company or its authorized representative as soon as possible.

Your subscription to invest in the Shares of the Company cannot be accepted until the Company has determined, on the basis of the information provided by you, that you satisfy the investor suitability standards established by the Company. **IF YOUR ANSWERS ARE NOT SUFFICIENT TO ENABLE THE COMPANY TO MAKE SUCH A DETERMINATION, YOUR SUBSCRIPTION WILL BE REJECTED.**

PLEASE PRINT YOUR ANSWERS TO QUESTIONS IN THE SPACE PROVIDED AND ATTACH ADDITIONAL SHEETS IF REQUIRED

Your complete name: _____

Your complete address: _____

Your home country: _____

Your nationality: _____

Your private phone number:

() _____

Your job: _____

Your complete business address: _____

Your business phone number:

() _____

1. How old are you ? _____

2. Your gross income expressed in dollars U.S dollars, or the foreign equivalent thereof, is higher than (please check the right box):

Penultimate year (real) 50,000 USD 100,000 USD 200,000 USD 300,000 USD

Previous year (real) 50,000 USD 100,000 USD 200,000 USD 300,000 USD

Current year (estimated) 50,000 USD 100,000 USD 200,000 USD 300,000 USD

3. Your net worth, without taking account of this investment, expressed in U.S. dollars, or the foreign equivalent thereof, amounts : (please check the right box):
- 250,000 USD or less, exclusive of housing, furniture and vehicles
 - 250,000 USD or more, exclusive of housing, furniture and vehicles
 - 500,000 USD or more, exclusive of housing, furniture and vehicles
 - 1,000,000 USD or more, exclusive of housing, furniture and vehicles

4. If the investment is made in the name of a company or of another entity, please fill in the following information:

Type of Legal Entity: _____

Jurisdiction of the Company: _____

Date of Incorporation: _____

Estimated Net Worth: USD _____

Net Income for Penultimate year USD _____

Previous year USD _____

Current year (estimated) USD _____

5. Please describe educational background, including attended colleges, dates of attendance and degrees obtained

6. Please briefly describe your occupation. Also mention the main positions you held and the nature of your activities during the five last years. Identify the employers in a precise way. The aim of this question is to determine the extent of your experience in finance and business matters:

7. What is your experience as regarding investments (please check all that apply)?

(i) Investments in shares and bonds:

No ___ Yes ___ If yes, indicate the total amount during last three years USD _____

(ii) Investments in new ventures capital and start-up companies:

No ___ Yes ___ If yes, indicate the total amount during last three years USD _____

(iii) _____% of my net worth, except housing, furniture and vehicles, are in the form of non-liquid investments, such as the securities of this Private Offering.

(iv) _____% of my net worth, except housing, furniture and vehicles, are in the form of investments generally considered as being liquid assets (easily convertible assets or cash).

(v) Please indicate the frequency of your investments in market quoted securities :

rare occasional frequent

If frequent, what amount during last three years : USD _____

(vi) Please indicate the frequency of your investments in non quoted securities:

rare occasional frequent

If frequent, what amount during last three years : USD _____

(vii) Please indicate the cumulated amount of your investments in other non-quoted securities:

Securities of reporting companies USD _____

Securities of non-reporting companies USD _____

Other new venture investments USD _____

Other investments: USD _____

(Please specify the type)_____

The above information supplied by me is true and correct in all respects. I recognize that the Company will rely on the truth and accuracy of this information to decide on my capacity to invest within the framework of this Private Offering.

IN WITNESS WHEREOF, I completed this Questionnaire with _____ at _____,
_____ on this _____ day of _____ of year _____

(Signature of investor)

(Print Name)

(Street address)

(City,State, Country, Zip Code)

(Signature of joint investor)

(Print Name)

(Street address)

(City,State, Country, Zip Code)

B – MANAGEMENT

Management Profiles

Richard M. Greenberg – FOUNDER

Richard Greenberg graduated cum laude from Phillips Academy, Andover, Mass., in 1962, and graduated cum laude from Harvard College in 1965. He graduated from Fordham Law School in 1968 and was admitted to the New York State Bar in the same year. In 1969, he volunteered for service in the U.S. Navy where he was an attorney in the Judge Advocate General's Corps, serving in the Military Justice Division in the Office of the Navy Judge Advocate General. During his tenure, he was staff attorney on the *Blue Ribbon Department of Defense Panel to Investigate Conflicts of Interest in the Military*, and was *Chairman of the Joint Services Working Committee on Military Justice*, charged with updating the Uniform Code of Military Justice and military regulations. He was honorably discharged from active duty in 1972 as a Lieutenant in the US Naval Reserve.

Between 1982 and 1985, he and his brother raised approximately \$700,000,000 of financing for 17 major motion pictures, including *First Blood* (the original "Rambo"), *Terminator*, *Excalibur*, *Easy Money*, *Platoon*, *Lone Wolf McQuade*, *King Solomon's Mines*, and *Return of the Living Dead*, *Hoosiers*, *Salvador*, *At Close Range*, *Strange Invaders*, *Nightmare on Elm Street*, *Yellowbeard*, *A Breed Apart*, *The Howling II*, *Special Effects*, *Perfect Strangers*, *Fool for Love*.

Mr. Greenberg's movies received 18 Oscar Nominations and 13 wins, including for Best Picture two years running. In addition to the Academy, his films received 15 BAFTA nominations and 5 wins, 7 Golden Globes from 9 nominations and one nomination for the most prestigious award in cinema, the Palm D'Or.

His movies earned more than half a billion dollars at the box office and spawned two multi-billion-dollar franchises (Terminator and Rambo). Greenberg Brothers were the original copyrights holders of The Terminator and Rambo Franchises.

From 1986 to 1992, Mr. Greenberg and his brother pioneered the development of digital video, including the design, installation and turn-up of the world's first all-digital satellite earth station, launched with 80 digital channels of motion pictures.

In the mid-1990's, Mr. Greenberg purchased and sold the motion picture library of Canon Films, approximately 160 major motion pictures, including the Delta Force and Death Wish series. From 1998 to 2006, Mr. Greenberg was President of RoseTel System Corporation, developing and marketing a proprietary two way video system, first publicly displayed at a Congressional hearing of the House Space and Aeronautics Subcommittee honoring NASA's 40th anniversary, on October 1, 1998, the first time in history that remote testimony before a House Committee had been provided by a video conferencing. The SPAWAR division of the US Navy was one of the first purchasers of the system and deployed the technology in the United States and Asia.

In addition to starting two high grossing iconic Hollywood Franchises (Rambo and Terminator) Mr. Greenberg's motion pictures have won 13 Oscars and 18 Oscar nominations, among other awards.

Ami Artzi

Ami Artzi has experience and expertise in all aspects of development, production and distribution of motion pictures and other entertainment projects. He produced and executive produced over 100 motion pictures, including "Death Wish" the final segment, starring Charles Bronson , the original "Phantom of The Opera" , starring Robert Englund, "Night Of The Living Dead," and "The Finest Hour," starring Rob Low

Mr. Artzi has decades of sales and distribution success. Ami has long standing relationships with international distributors in all the world's markets, from the Far East to Western and Eastern Europe, the Middle East and Africa, Latin America including Mexico and Brazil. In the domestic marketplace, Ami has working relationships with the major studios and the major digital streaming platforms. His expertise extends to theatrical releases, home entertainment (DVD), digital, cable and free TV, publishing, music, merchandising, cross promotions and sponsorships, downloads, and sale of ancillary rights. His production expertise incorporates long experience in government incentives for European co-productions.

Randolf Turrow – Management

Randolf Turrow is a Producers Guild of America (PGA) Producer/Line Producer and Directors Guild of America (DGA) Unit Production Manager with over forty years of experience in the entertainment industry. He has worked on over 100 productions. He has three pictures being released in 2023 including (as producer) Centurion: The Dancing Stallion and The Oath, and (as production manager) I Left My Heart in Columbia.

Mr. Turrow chaired the DGA UPM/AD Mentor Committee (receiving an Honors Certificate Award for his leadership in 2015), serving on the DGA Western Council (receiving an award for special service), and served on the Producers Guild's Film USA Committee.

Mr. Turrow is knowledgeable and practiced in financial structuring for motion picture productions, including tax benefits, insurance wraps, and tax credits and rebates from several jurisdictions including California.

Mr. Turrow's accomplishments include producing hit music videos on MTV (directing two which garnered #1 spots and one receiving over 80 million views), numerous TV shows, commercials, plays and motion pictures with stars including Adam Sandler, Michelle Pfeiffer, Billy Bob Thornton, Gena Rowlands, Mark Hamill, Samantha Morton, Bill Paxton, Aaron Paul, Helen Hunt, Woody Harrelson, Nicolas Cage, Amber Midthunder, Malcolm McDowell, Ellen Burstyn, Rob Lowe, Jon Voight, Anjelica Huston, Charlie Sheen, Pamela Anderson, James Caan, BillyZane, Mickey Rooney, Kris Kristofferson and Christopher Plummer. His work at the visual effects/CGI firm Shockwave included projects such as Titanic and Starship Troopers

Jeanette Matté – Management

Jeanette Matté has three decades of experience in the Film, Television and Performing Arts industry and over 300 productions under her belt as a Producer/Production Manager. She is a knowledgeable experienced professional in most facets of production extending from pre-production to post-production including cinematography, film editing, graphics, set design/carpentry, lighting/electrics, sound and set dressing/properties.

Ms. Matté is a known creative problem solver who can find resourceful solutions to meet challenging logistics while maintaining tight budgets for both live productions and on film sets and has a record of completing hundreds of successful productions for multiple Film, Theater and Entertainment companies.

She is also the Founder and Executive Director of the Atlanta Film and Webfest International, a 501c3 Non-Profit company dedicated to cultivating, nurturing, and educating up and coming film makers.

Jeffrey Clark Meyers – Management

Jeffery Clark Meyers has over 12 years of Business and Management experience including managing billion dollar public works projects such as The Gerald Desmond Bridge (currently the largest infrastructure project in California, at \$1.4 billion) and monitoring Federal Grants used for infrastructure improvement. Other clients include Chevron, and the City of Manhattan Beach.

Mr. Meyers donates time to the South Bay Aerospace Alliance to promote Southern California's Regional aerospace economic development and maintaining the functionality and relevance of the Los Angeles Air Force Base. He currently sits on their Board of Directors of the oldest Korean Non-Profit in the Los Angeles Area for which his financial plan saved their historical property, the 1st Korean church in America.

Mr. Meyers is an expert in decentralized cryptocurrency platforms, Forex trading and fin Tech. He is involved in creating fin Tech-based games that use gamer driven staking of assets into micro pools they can be used in large financial markets.

Mr. Meyers works to secure funding for projects in both the public and private sectors, including real estate development, oil and gas, and film financing.

EXHIBIT C – Project Descriptions

Current Film Slate

KATANA

GENRE: FEMALE LED ACTION

BUDGET: \$12,000,000

STATE AND LOCAL INCENTIVES: \$3,000,000

Female-led action adventure: a biker gang and a Mexican drug lord chase sister Jonnie and Ty Shugo across the desert as they try to recover their father's famous sword, a katana gifted from the gods and passed down in the sacred Shugo bloodline. The eldest child in the bloodline receives the sword and the responsibility of protecting the world from evil. Jonnie Shugo is the next heir, but she is an all-American girl with no interest in outdated traditions and birthrights. But when the Katana is stolen from her family, she and her sister Ty answer the call to action and track down the gang who has stolen it. Intense chase action sequences.

KIDNAPPED

GENRE: ACTION ADVENTURE

BUDGET: \$10,000,000

STATE AND LOCAL INCENTIVES: \$2,500,000

Iraqi-war veteran Jesse Morgan lives in El Paso, Texas, across the border from Juarez, Mexico, with his beautiful wife Emma and 18 year old daughter Marisol. Jesse's is suffering from PTSD and, 20 years later, is in therapy to help with his nightmares. Against his wishes, his daughter goes to a party in Juarez, and is kidnapped by a human trafficking ring. Jesse acts. He rallies his army buddies and sneak across the border, heavily armed. Jesse and his two buddies go up against dozens of gunmen, well fortified. When it looks as if all is lost, more of Jesse's buddies show up to help him win the battle.

1100 HORSES

GENRE: ACTION ADVENTURE

BUDGET: \$25,000,000

STATE AND LOCAL INCENTIVES: \$7,000,000

A legendary car thief by the age of 17, now trying to give it up, go to night school, work a day job. She needs money for a life saving operation for her child. She makes the tough choice: she is great at stealing cars and stealing a supercharged Dodge Challenger SRT Demon with 1100 Horsepower will get her the money. But things snowball when the muscle car she steals belongs to the son of the

Deputy Secretary of Homeland Security and there happens to be a dead body in the trunk. Local law enforcement and the federal government are after her in a contest of the fastest, meanest pursuit cars, at speeds over 200MPH, with drones and helicopters thrown in. It's a gritty action-packed chase in snow storms and on black ice, to prove her innocence of murder and fight for her life.

LAZARUS

GENRE: SPORTS TRIUMPH

BUDGET: \$22,000,000

STATE AND LOCAL INCENTIVES: \$7,500,000

After missing out on his opportunity to play in the NBA, a down and out basketball phenom gets a second chance to go pro, first as a player/coach and then in game 7 of the NBA championship series. Lazarus is an Italian American narrative, set in modern day Syracuse, New York, and Philadelphia, Pa. Lazarus is a comeback story that chronicles triumph through personal tragedy. The author has discussed Lazarus with Al Pacino who is interested in the role of Arthur Genti, and Sylvester Stallone has interest in the role of Felix Di Selva, major characters throughout the screenplay. It is a “zero to hero” triumph of the underdog in the world of basketball and the Italian American experience.

ABSOLUTE MURDER

GENRE: COP THRILLER

BUDGET: \$18,000,000

STATE AND LOCAL TAX INCENTIVES: \$5,000,000

Homicide Detective Booth Wilde is infamous in Miami for being a "killer cop" with his reckless vigilantism, a reputation reinforced after he shoots his partner's killer in cold blood. Booth is partnered with Dorian Stone as they try to catch an elusive serial killer preying on high-class escorts. Romantic sparks fly as Booth and Dorian close in on the killer. When Booth's ex-wife Larisa is found dead, and all signs point to Booth, he and Dorian must prove his innocence while not letting the real killer escape.

FIGHT FOR FREEDOM

GENRE: ACTION

BUDGET: \$5,000,000

STATE AND LOCAL INCENTIVES: \$1,250,000

Unwilling to rat on his friend, a young man is wrongfully sent to prison where the warden has created a pay-per-view live stream of prison-styled gladiator fights, generating millions in betting from viewers around the world. Soon closed circuit is not enough – the big betters jet set in to view the savagery up close and personal – “something about hearing the crunching sounds and feeling the sweat and blood up close.” The Warden exhorts, “Win 3 fights - you win your freedom. If you lose – well, you really lose.” Something’s got to give – and it does! – The Real Fight For Freedom!

KID COMBAT

GENRE: KIDS ACTION

BUDGET: \$22,000,000

STATE AND LOCAL INCENTIVES: \$7,000,000

A small town is rocked by Artie Jones and his Book of Darkness and his quest for fortune and fame at any cost. The only thing in his way is the coolest geek squad ever that tries to stop him as they fulfill an ancient prophecy. Kid Combat has family based content for a wide audience range

ages 10-70+ and reflects good morals while encouraging teens to be themselves. The “Kid Combat” book series is used in schools around the United States, and internationally in the UK and South Africa. With over 60,000 downloads and book sales of the book series there is a built-in audience for this proven concept.

MELTDOWN

GENRE: ACTION/HORROR

BUDGET: \$12,500,000

STATE AND LOCAL INCENTIVES: \$2,500,000

Screenplay by John Carpenter, writer of the “Friday the 13th” franchise: a new horror film.

A new nuclear power plant is about to plug into California’s power grid. Just one problem: a homicidal maniac lurks inside, picking off the staff, one by one. A small town doctor, trying to escape the violence of his military past, is roped into helping a team of scientists regain control of four nuclear reactors.

SURVIVE

GENRE: FEMALE LED ACTION

BUDGET: \$15,000,000

STATE AND LOCAL INCENTIVES: \$3,000,000

Former special forces lieutenant Jesse Davis plans her own kidnapping by sex traffickers so she can find her kidnapped sister and rescue the other victims held at a secluded ranch.

OP WINCHESTER

GENRE: ACTION/MILITARY

BUDGET: \$15,000,000

STATE AND LOCAL INCENTIVES: \$3,000,000

Inspired by a true story, this is the story of a privileged Beverly Hills raised, stateside Army recruiter, PFC Peck. He is preparing to enjoy civilian life when his 3 year hitch soon ends. The Army has other plans: he is sent to Afghanistan instead.

REDEMPTOR

GENRE: ACTION

BUDGET: \$15,000,000

STATE AND LOCAL INCENTIVES: \$3,000,000

Action movie centered on anti-hero, TROY BOUDREAUX, a young forensic tech with the New Orleans Police Department. His criminal brother, BUBBA, involves him in a dirty deal with the femme fatale head of a local mafia family, CATERINA ROCCA. Once in, he can’t get out. And soon the entire city is in a full-fledged drug war – Italians, Armenians, Turks, Bloods and Crips - with Troy caught in the middle

TROUBLED WATERS

GENRE: ACTION

BUDGET: \$1,000,000

STATE AND LOCAL INCENTIVES: \$250,000

When an heiress's father dies under suspicious circumstances, everyone is a suspect including her; but the real truth, a sinister plan painstakingly constructed by someone closest to her, is far more layered and darker than we could have ever imagined. A Neo noir female thriller where nothing is as it seems, with red herrings at every turn and even darker truths

A CHRISTMAS RESCUE

GENRE: HALLMARK FAMILY FILM

BUDGET: \$650,000

STATE AND LOCAL INCENTIVES: \$120,000

Nora Garland is the owner of Pet Saver, a Rescue Pet Shop. All-business Vince Matthews, who runs his mother's real estate empire. Nora and Vince immediately bump heads. She is caring, he is task-oriented. But when Vince's heart is touched by rescue puppy Austyn, Nora realizes Vince is human, and the dog starts a connection that could mean a Merry Christmas for everyone. Then rescue puppy Austyn goes missing. It'll take a Christmas miracle for Vince to convince his mom not to sell the business, for Nora to find her dog, and for Nora and Vince to finally enjoy a Christmas...together.

THE DOOR

GENRE: HORROR

BUDGET: \$1,000,000

STATE AND LOCAL INCENTIVES: \$200,000

THE DOOR is an intense horror film. In the late '50s, Dr. Lazarus Saint was conducting horrific experiments until a suspicious house fire killed Dr. Saint and his young son Vincent. In the present day, Rebecca and Scott Johnson move into the old Saint house. When people, who visit the house, start dying, Rebecca discovers the ghost of Vincent who warns her that Scott is becoming the dead Lazarus. Rebecca realizes she is doomed unless she can use Vincent to stop the reborn Lazarus.

PIGGY

GENRE: COMING OF AGE/TEEN DRAMA

BUDGET: \$2,000,000

STATE AND LOCAL INCENTIVES: \$700,000

PIGGY is the story of overcoming bullying in today's world. A fat girl in a small-town high school hopes that it will get better once she leaves town and pursues her dreams. When all her problems and bullies follow her after graduation, she must face them head-on and learns to be kind to herself and embrace body positivity in a world that is anything but kind.

5 DAYS ON EARTH

GENRE: FAMILY/FANTASY

BUDGET: \$4,000,000

STATE AND LOCAL INCENTIVES: \$1,000,000

Teen aged Guardian angel ALISON'S job is to guide the newly dead to heaven. When her supervisor Dobbs sends her on a mission to retrieve seven children who are about to die in a bus

crash five days before Christmas, Alison refuses to do it. Dobbs grants her five days on earth to make things right. Alison must get either Billy or Robb to fall in love with Macy. However, when she meets Billy, Robb and Macy, the temptation to experience the life she never got to live pulls her away from her mission. She starts having too much fun. Alison must somehow resolve her loss of the past in order to save the children and the future.

EXHIBIT D

GLOBAL GENESIS GROUP LLC

Global Genesis Group, LLC, was formed in 2013, and is headquartered in Henderson, Nevada. Management and employees are based in Henderson and Los Angeles, California. Global is a production, distribution and sales company focused on delivering high quality motion pictures and streaming video content to the world-wide audience.

Global's laboratory facilities in Henderson deliver all current digital delivery elements generally used in the film and TV industry. Global's editing bays are used to finalize and upgrade in-house productions as well as third party productions. Post-production services include editing, sound design and mix, color correction, visual effects, graphics (especially graphic developed by Fuji Inc. and used in gaming) and original audio recording.

The laboratory and editing facilities enable the smooth flow of product from the production stage to the ultimate purchaser, and are critical in the preparation of the "deliverables" required by sales contracts between the rights owners and buyers. The deliverables trigger the payments in the sales contracts typical in the motion picture industry. Post production and lab services include DCP's (Digital Cinema Package: digital files used to store and convey digital cinema audio, image and data streams) for theatrical releases to ProRes masters (Apple ProRes is a high quality, "visually lossless" lossy video compression format developed by Apple Inc. for use in post-production that supports video resolution up to 8K), including Blue Ray masters.

Since its founding, Global has sold both products to domestic and international buyers, attending all the major film and television markets, such as Cannes Film Festival, American Film Market (AFM), Toronto Film Festival, Venice Film Festival, Milan Film Festival, and MIPCOM (annual trade show also held in Cannes, France).

Global has sold completed content and pre-sold original content to all the major digital delivery platforms and networks, both domestically and internationally, including CBS, HULU, Netflix, Amazon Prime, BET+, Lifetime, Hallmark Channel, Fox Network, Sony Pictures, and Paramount+. From 2021 to 2023, Global produced over 20 motion pictures that are currently streaming on major networks and digital platforms, world wide. This number does not include motion pictures and television content produced by third parties and exclusively marketed by Global.

Global's productions range from budgets of Euro 15 Million for theatrical release to under USD 500,000 for sale to digital streaming platforms (at the high end, a \$20,000,000 animated feature and the screen adaption of the last novel of Ernest Hemingway, "Across the River and Into the Trees). Global plans to release four (4) films theatrically in 2023, and produce several other films and series for release on streaming platforms.

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