

CONFIDENTIAL LIMITED OFFERING MEMORANDUM

Confidential Number: _____

Marketing Consultants Group, LLC

\$50,000,000

\$50,000,000 Series A Corporate Preferred Stock ("Stock")

Marketing Consultants Group, LLC (the "Company" or "Marketing Consultants Group, LLC"), incorporated in Wisconsin in 2012, is offering Series A Corporate Preferred Stock for \$1.00 per Share.

THESE ARE SPECULATIVE SECURITIES WHICH INVOLVE A HIGH DEGREE OF RISK. ONLY THOSE INVESTORS WHO CAN BEAR THE LOSS OF THEIR ENTIRE INVESTMENT SHOULD INVEST IN THESE STOCKS.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), THE SECURITIES LAWS OF THE STATE OF WISCONSIN, OR UNDER THE SECURITIES LAWS OF ANY OTHER STATE OR JURISDICTION IN RELIANCE UPON THE EXEMPTIONS FROM REGISTRATION PROVIDED BY THE ACT AND REGULATION D RULE 506 PROMULGATED THEREUNDER, AND THE COMPARABLE EXEMPTIONS FROM REGISTRATION PROVIDED BY OTHER APPLICABLE SECURITIES LAWS.

	Sale Price	Est. Selling Commissions (1)	Proceeds to Company (2)
Minimum	\$1,000,000	\$120,000	\$880,000
Maximum	\$50,000,000	\$5,550,000	\$44,450,000

Marketing Consultants Group, LLC

2300 Riverside Drive, Green Bay, Wisconsin 54301 USA

Support: (800) 330-8908 Ext. 800

Support@MarketingConsultantsGroup.com

MarketingConsultantsGroup.com

(1) The Company reserves the right to waive the minimum subscription for any investor. The Offering is not underwritten. The stock is offered on a "best efforts" basis by the Company through its officers and directors and those previously approved by the Company. The Company has set a minimum offering amount of 1,000,000 Shares with minimum gross proceeds of \$1,000,000 for this Offering. All proceeds from the sale of stock up to \$1,000,000 will be deposited in an escrow account. Upon the sale of \$1,000,000 of stock, all proceeds will be delivered directly to the Company's corporate account and be available for use by the Company at its discretion. Stock may also be sold by FINRA member brokers or dealers who enter into a Participating Dealer Agreement with the Company and those previously approved by the Company, who will receive commissions and or finder's fees of up to 10% of the price of the stock sold. The Company reserves the right to pay expenses related to this Offering from the proceeds of the Offering. See "Plan of Placement and Use of Proceeds."

(2) The Offering will terminate on the earliest of: (a) the date the Company, in its discretion, elects to terminate, or (b) the date which all stock has been sold, or by (c) May 1, 2026, or such date as may be extended from time to time by the Company, but not later than 365 days thereafter (the "Offering Period".)

THIS OFFERING IS NOT UNDERWRITTEN. THE OFFERING PRICE HAS BEEN ARBITRARILY SET BY THE MANAGEMENT OF THE COMPANY. THERE CAN BE NO ASSURANCE THAT ANY OF THE SECURITIES WILL BE SOLD.

THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES AGENCY, NOR HAS ANY SUCH REGULATORY BODY REVIEWED THIS OFFERING MEMORANDUM FOR ACCURACY OR COMPLETENESS. BECAUSE THESE SECURITIES HAVE NOT BEEN SO REGISTERED, THERE MAY BE RESTRICTIONS ON THEIR TRANSFERABILITY OR RESALE BY AN INVESTOR. EACH PROSPECTIVE INVESTOR SHOULD PROCEED ON THE ASSUMPTION THAT HE MUST BEAR THE ECONOMIC RISKS OF THE INVESTMENT FOR AN INDEFINITE PERIOD, SINCE THE SECURITIES MAY NOT BE SOLD UNLESS, AMONG OTHER THINGS, THEY ARE SUBSEQUENTLY REGISTERED UNDER THE APPLICABLE SECURITIES ACTS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. THERE IS NO TRADING MARKET FOR THE COMPANY'S SECURITIES AND THERE CAN BE NO ASSURANCE THAT ANY MARKET WILL DEVELOP IN THE FUTURE OR THAT THE SECURITIES WILL BE ACCEPTED FOR INCLUSION ON NASDAQ OR ANY OTHER TRADING EXCHANGE AT ANY TIME IN THE FUTURE. THE COMPANY IS NOT OBLIGATED TO REGISTER FOR SALE UNDER EITHER FEDERAL OR STATE SECURITIES LAWS THE SECURITIES PURCHASED PURSUANT HERETO, AND THE ISSUANCE OF THE SECURITIES IS BEING UNDERTAKEN PURSUANT TO RULE 506(C) OF REGULATION D UNDER THE SECURITIES ACT. ACCORDINGLY, THE SALE, TRANSFER, OR OTHER DISPOSITION OF ANY OF THE STOCK WHICH IS PURCHASED PURSUANT HERETO MAY BE RESTRICTED BY APPLICABLE FEDERAL OR STATE SECURITIES LAWS (DEPENDING ON THE RESIDENCY OF THE INVESTOR) AND BY THE PROVISIONS OF THE SUBSCRIPTION AGREEMENT REFERRED TO HEREIN. THE OFFERING PRICE OF THE SECURITIES HAS BEEN ARBITRARILY ESTABLISHED BY THE COMPANY AND DOES NOT NECESSARILY BEAR ANY SPECIFIC RELATION TO THE ASSETS, BOOK VALUE OR POTENTIAL EARNINGS OF THE COMPANY OR ANY OTHER RECOGNIZED CRITERIA OF VALUE.

No person is authorized to give any information or make any representation not contained in the Memorandum and any information or representation not contained herein must not be relied upon. Nothing in this Memorandum should be construed as legal or tax advice.

The information provided herein has been provided by the Management of the Company. The Company makes no express or implied representation or warranty as to the completeness of this information or, in the case of projections, estimates, plans, or forward-looking assumptions or statements, as to their attainability or the accuracy and completeness of the assumptions from which they are derived, and it is expected that each prospective investor will pursue his, her, or its own independent investigation. It must be recognized that estimates of the Company's performance are necessarily subject to a high degree of uncertainty and may vary materially from actual results.

General solicitation or advertising in whatever form will or may be employed in the offering of the securities except as provided for in the SEC's general rules and exemptions under 506 (C), except for this Memorandum (including any amendments and supplements hereto), the exhibits hereto and documents summarized herein, or as provided for under Regulation D of the Securities Act of 1933. Other than the Company's management and individuals and, or companies authorized by the Company, no one has been authorized to give any information or to make any representation with respect to the Company or the Securities that is not

contained in this Memorandum. Prospective investors should not rely on any information not contained in this Memorandum.

This Memorandum does not constitute an offer to sell or a solicitation of an offer to buy to anyone in any jurisdiction in which such offer or solicitation would be unlawful or is not authorized or in which the person making such offer or solicitation is not qualified to do so.

This Memorandum does not constitute an offer if the prospective investor is not qualified under applicable securities laws.

This offering is subject to withdrawal, cancellation, or modification by the Company without notice and solely at the Company's discretion. The Company reserves the right to reject any subscription or to allot to any prospective investor less than the stock subscribed to by such prospective investor.

This Memorandum has been prepared solely for the information of the person to whom it has been delivered by or on behalf of the Company. Distribution of this Memorandum to any person other than the prospective investor to whom this Memorandum is delivered by the Company and those people who retained to advise them with respect thereto are unauthorized. Any reproduction of this Memorandum, in whole or in part, or the divulgence of any of the contents without the prior written consent of the Company is strictly prohibited. Each prospective investor, by accepting delivery of this Memorandum, agrees to return it and all other documents received by them to the Company if the prospective investor's subscription is not accepted or if the Offering is terminated.

By acceptance of this Memorandum, prospective investors recognize and accept the need to conduct their own thorough investigation and due diligence before considering a purchase of the stock. The contents of this Memorandum should not be investment, tax, or legal advice and each prospective investor should consult with their own counsel and advisors as to all matters concerning an investment in this Offering.

NASAA LEGEND

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 SECURITIES 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 SECURITIES MAY BE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER FEDERAL AND STATE SECURITIES LAWS. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD.

NOTICE TO NON-UNITED STATES RESIDENTS:

IT IS THE RESPONSIBILITY OF ANY ENTITIES WISHING TO PURCHASE THE STOCK TO SATISFY THEMSELVES AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES REGARDING ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

PATRIOT ACT RIDER

THE INVESTOR HEREBY REPRESENTS AND WARRANTS THAT THE INVESTOR IS NOT, NOR IS IT ACTING AS AN AGENT, REPRESENTATIVE, INTERMEDIARY OR NOMINEE FOR, A PERSON IDENTIFIED ON THE LIST OF BLOCKED PERSONS MAINTAINED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF TREASURY. IN ADDITION, THE INVESTOR HAS COMPLIED WITH ALL APPLICABLE U.S. LAWS, REGULATIONS, DIRECTIVES, AND EXECUTIVE ORDERS RELATING TO ANTI-MONEY LAUNDERING, INCLUDING BUT NOT LIMITED TO THE FOLLOWING LAWS: (1) THE UNITING AND STRENGTHENING AMERICA BY PROVIDING APPROPRIATE TOOLS REQUIRED TO INTERCEPT AND OBSTRUCT TERRORISM ACT OF 2001, PUBLIC LAW 107-56, AND (2) EXECUTIVE ORDER 13224 (BLOCKING PROPERTY AND PROHIBITING TRANSACTIONS WITH PERSONS WHO COMMIT, THREATEN TO COMMIT, OR SUPPORT TERRORISM) OF SEPTEMBER 11, 2001.

During the Offering and prior to any sale, each offeree of the Stock and his or her professional advisor(s), if any, are invited to ask questions concerning the terms and conditions of the Offering and to obtain any additional information necessary to verify the accuracy of the information set forth herein. Such information will be provided to the extent that the Company possesses such information or can acquire it without unreasonable effort or expense.

EACH PROSPECTIVE INVESTOR WILL BE GIVEN AN OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM MANAGEMENT OF THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORTS OR EXPENSE, NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS MEMORANDUM. IF YOU HAVE ANY QUESTIONS WHATSOEVER REGARDING THIS OFFERING, OR DESIRE ANY ADDITIONAL INFORMATION OR DOCUMENTS TO VERIFY OR SUPPLEMENT THE INFORMATION CONTAINED IN THIS MEMORANDUM, PLEASE WRITE OR CALL:

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Summary of the Offering

The following material is intended to summarize information contained elsewhere in this Private Placement Memorandum (the "Memorandum"). This summary is qualified in its entirety by express reference to this Memorandum and the materials referred to and contained herein. Each prospective subscriber should carefully review the entire Memorandum, and all materials referred to herein and conduct his or her own due diligence before subscribing for Stock.

The Company

The Marketing Consultants Group, LLC ("Marketing Consultants Group, LLC", or the "Company") was incorporated in Delaware 2007, with the purpose of developing new marketing campaign concepts that get better results, selling systems solutions and exclusive advertising mediums. The Company's legal structure was formed as a Limited Liability Company under the laws of the State of Wisconsin in December 2012. Its principal office is presently located at 2300 Riverside Drive, Green Bay, Wisconsin, 54301 U.S.A. with mailing address of 2300 Riverside Drive, Green Bay, Wisconsin, 54303 U.S.A. The Company's telephone number is (800) 330-8908. The Founder and CEO of the Company is Ronnie Schmidt.

Operations

The Marketing Consultants Group, LLC was established in 2007 in Delaware, and moved to Green Bay, Wisconsin in 2012. After years of extensive research, development, and outsourcing the company is now positioned to dominate the competition and become a worldwide leader in providing exclusive new, different, superior advertising mediums and ad space that captures everyone's attention, breaks through the clutter of outdated traditional radio, TV, print and online advertising mediums that are getting increasingly diminishing returns at higher costs. We will get better sales results at lower costs.

Under the leadership of Ronnie Schmidt, the company developed a strategic comprehensive plan called THE NEXT BIG THINGS IN MEDIA and will build a world class international multimedia marketing/advertising empire.

We will deliver marketing messages for industry giants such as Coca-Cola, Geico, Ford, Verizon, and others, and provide them with huge competitive advantages, assisting them in dominating their competition and getting the increased sales results they want and need in today's highly competitive marketplaces.

The Marketing Consultants Group, LLC is comprised of major "alternative" advertising medium groups, each set to launch major sales and marketing campaigns in 2025 which will change the entire landscape for advertising mediums throughout the world with newer, different more effective, results-driven advertising mediums and selling systems solutions.

Instead of old, outdated traditional mediums getting decreased results and diminishing returns for advertising principals and agencies, the Marketing Consultants Group, LLC will get their clients better results with exclusive, new, different innovative ad medium equipment, systems, and technologies – all designed with one major goal – increased sales results.

Here are the new exclusive, world's-first breakthrough advertising mediums the Marketing Consultants Group, LLC has developed and is poised to demonstrate and launch to large, competing international consumer corporations in a hungry-for-results advertising medium market in 2025:

- (1) In 2025, we are set to launch our remotely managed Digital Signs Advertising Network selling systems solutions in hundreds of high traffic consumer areas such as convenience stores, malls, shopping centers and supermarkets to millions of consumers.



Marketing Consultants Group, LLC's In-Store Digital Advertising Sign Networks (Remotely Managed) will be permanently positioned in strategic high traffic consumer locations such as retail stores, malls, convenience stores and grocery stores. We will sell exclusive ad space to large advertisers such as Coca-Cola, Pepsi, Progressive, Geico, AT&T, Verizon, Ford, Chevrolet, etc. via exclusive 5-10 year, long-term sales contracts on the company's exclusive, new, different, superior advertising platforms providing them with huge advertising advantages to dominate their competition, cut through traditional media's clutter, deliver their marketing messages, and get them the increased sales results they want.



Our exclusive new, different, superior Affordable Advertising Airships and Aerial Extravaganzas Fleets will capture eyeballs at high traffic consumer locations, cutting through traditional media's clutter and getting better results at lower costs than the diminishing returns of traditional mediums get at higher costs.



Our exclusive, new world's first fleet of 121 Affordable Advertising Airships and Aerial Extravaganzas Fleets featuring never-seen-before flying aerial objects like this Coors beer can (right) and Wayne Gretzky bottle of wine. We will capture eyeballs, deliver our client's marketing message while permanently stationing each aerial advertising medium in the top 67 cities in North America at high-traffic consumer events, sporting events, malls, conventions and during drive-time traffic.

Using a combination of multimedia including traditional media, streaming video social media and our new "results-proven ad mediums, we will sign top tier advertisers like Coca-Cola, Pepsi, AT&T, Verizon, Geico,

Progressive, Ford, Chevrolet to 5-10-year exclusive ad space contracts, cut through the traditional media's clutter, effectively deliver our client's advertising messages and get better sales results for less cost than the diminishing returns traditional mediums, radio, tv, print, billboards, online, are getting at higher costs.



White Paper – Case Study Why Aerial Advertising? Can Advertising With An Airship (Blimp) Be More Effective Than Traditional Forms Of Advertising?



Mr. Schmidt authored the White Paper – Case Study **Why Aerial Advertising? Can Advertising With An Airship (Blimp) Be More Effective Than Traditional Forms Of Advertising?** and is considered an authority on Aerial Advertising.

Our Consumer-Friendly Marketing With THE WOW FACTOR Marketing



Our exclusive, new, different, superior Consumer Friendly Marketing With THE WOW FACTOR Marketing Campaigns will cut through traditional media's clutter, effectively deliver our client's marketing messages, and get better results at lower costs than the diminishing returns of traditional marketing gets at higher costs,

Our Exclusive, New Audio Home Tours Marketing Systems



Our exclusive, new, different, superior Audio Home Tours Marketing Systems will "break the deadly silence of real estate's unpredictable silent marketing," and help Realtors sell more and do less by automatically delivering their perfect listing sales presentations 24/7, providing sellers with what they want - sales accountability.

Fundraisers - Who Else Wants More Raving Fans And More Free Money Faster For Your Non-Profit



Our exclusive new Fundraising Marketing Campaigns. While most non-profits raise funds and fans the old-fashioned way, our fundraising campaigns utilize the power of social media, along with high-perceived value online raffles that create consumer excitement.

To summarize, the Marketing Consultants Group, LLC provides clients with the things they need to get better results at lower costs:

- (1) Our exclusive Digital Signs Advertising Networks provide advertisers, retailers, and consumers with the things they want. For advertisers, better sales results, for retailers, enhanced buying experiences, and for consumers, consumer friendly marketing with the wow factor.
- (2) Our Affordable Advertising Airships Fleets and Aerial Extravaganzas Marketing Campaigns will cut through the traditional media's clutter, effectively deliver our client's marketing messages, and get better sales results at lower costs than the diminishing returns traditional media is getting at higher costs.
- (3) Our "results-proven" Audio Home Tours Marketing Systems delivers our Realtor's marketing messages efficiently and effectively 24/7,
- (4) Our "advertising-effective" marketing including our Consumer-Friendly Marketing With THE WOW FACTOR Marketing Campaigns,
- (5) Our new "results-proven" marketing strategies and effective fundraising campaigns for non-profits.

We will provide clients with our selling system solutions, marketing strategies and marketing campaigns with

"RISK-FREE DEMOS" to prove their effectiveness in getting better results at lower costs.

Because of the Marketing Consultants Group LLC's diversity in providing new advertising ad space, visionary thinking, sales and marketing experience, and untapped massive worldwide markets, the Marketing Consultants Group, LLC will be positioned to become a new media force, potential takeover target or sale candidate.

MILESTONES

Here is an overview of the Marketing Consultants Group, LLC's milestones since 2022 when the company's principal management officer, CEO Ronnie Schmidt decided to embark on a comprehensive investigation of the effectiveness of alternative advertising and marketing mediums that get better results at lower costs to reposition the company in the marketing/advertising space which will offer more long term profit potential in the U.S. and worldwide.

After three years and concluding the majority of our research, development, proofs of performance from selected top-tier potential clients to move forward with additional testing and implementation of our exclusive ad mediums ad space, we are ready to formally launch each of our four highly advertising-effective, results-proven ad mediums and exclusive ad space to provide better results at lower costs for selected top-tier clients and generate even more proof to additional potential clients that our alternative ad mediums ad space will get better results at lower costs than the diminishing returns of traditional ad mediums are getting at higher costs.

General Corporate

- After an intense investigation to identify market potentials for underutilized, yet highly-effective selling systems solutions and alternative advertising and marketing mediums, Ronnie Schmidt, Founder, CEO of the Marketing Consultants Group, LLC in a chance brainstorming meeting with friends decided that advertising with indoor digital signage had the best market and profit potential to cut through the traditional media's clutter, grab everyone's attention and get the increased results for principals and ad agencies that they wanted.

In late 2022, Ronnie and his team decided to embark on building a worldwide media empire around these highly-visible, yet underestimated advertising and marketing mediums.

Indoor Digital Signs Advertising Networks

- Conducted extensive research in shopping malls and retail stores on the viability of replacing outdated static signage with advance-technology, remotely managed digital signs.
- Researched available equipment and technologies for operating and managing remotely managed digital signs advertising networks. When available operating systems and operating software were deemed too expensive and too unwieldy to be cost effective, the company located and helped develop proprietary remotely managed technology with minimal operating expense and maximum operational flexibility where thousands of digital signs could be remotely managed via Wi-Fi links from the dashboard of one computer.
- Ronnie Schmidt, Founder, CEO researched and co-authored with Steven Kevin Platt, Director and Research Fellow of **The Platt Retail Institute**, an at-retail marketing research, consulting and analytics firm, the retail industry White Paper/Case Study **Why Indoor Digital Advertising? Who Wins? The Store? Advertiser? Or Consumer?** an overview of

the state of retail digital signage and potential for upside and downside risks associated with installing and maintaining digital sign networks in retail stores.

2024 – General Corporate

- Prepared plans to reach potential accredited investors and maximize access to capital from the sale of the company's Preferred Stock via a Private Placement Memorandum Offering.
- Began evaluating management candidates and Directors.
- Developed a plan to file with the U.S. Securities and Exchange Commission a \$50,000,000 Private Placement Memorandum to sell the company's Preferred Stock over a period of four years based upon \$1,000,000 in 2024, \$9,000,000 in 2025, \$20,000,000 in 2026, \$20,000,000 2027 to finance the company's exclusive ad medium equipment and the company's expected explosive growth worldwide.
- Along with Regulation D Consultants began drafting the company's Offering Prospectus.

Indoor Digital Sign Advertising Networks

- Finalized potential advertising client target list, and potential Letters of Intent with targeted top-tier companies including **Coca-Cola, Budweiser, Dr. Pepper, Coors**, along with competing advertisers including **Geico, Progressive, McDonald's, Burger King, Ford, Chevrolet** to test the **company's Interactive Consumer- Friendly-Marketing with THE WOW FACTOR** digital ads on the company's exclusive, results-proven, new **Digital Signs Advertising Networks**.
- Prepared and finalized multiple pre-launch press releases for the company's North American launches.

2025

General Corporate

- Prepared plans to reach potential accredited investors and maximize access to capital from the sale of the company's Preferred Stock via a Private Placement Memorandum Offering.
- Continued evaluating management candidates and Directors.
- Developed the plan to file with the U.S. Securities and Exchange Commission a \$50,000,000 Private Placement Memorandum to sell the company's investment opportunity.
- Along with Regulation D Consultants continued drafting the Offering Prospectus.

Indoor Digital Sign Advertising Networks

- Finalized potential advertising client target list and potential Letters of Intent with targeted top-tier companies **Coca-Cola, Budweiser, Dr. Pepper, Coors**, along with top-tier advertisers including **Geico, Progressive, McDonald's, Burger King, Ford, Chevy** to test the company's **Interactive Consumer-Friendly Marketing with THE WOW FACTOR** digital ads on the company's exclusive, new **Remotely-Managed Digital Signs Advertising Networks**.

- Prepared and finalized pre-launch press releases for North American launches.

Corporate Milestones Yet to Be Achieved

- Begin and complete Phase I of the company's plans to raise capital for the company's 2022 launches and expected explosive expansion.
- Implement our strategic sales and marketing plan for pre-selling our exclusive ad space on our **Indoor Digital Signs Advertising Networks** and implement the planned placement of our exclusive new ad medium equipment in targeted high-traffic consumer locations.
- Sign the company's targeted large international advertisers to long-term 5 and 10-year exclusive ad space agreements for the company's advertising space on our thousands of Digital Signs in our planned **Remotely Managed Indoor Digital Signs Advertising Networks**
- Expand the **Marketing Consultants Group, LLC** internationally, take the company public, maximize the company's value, and sell the company.

Proprietary Confidential Business Plans

Our Marketing Consultants Group's Confidential Business Plans were prepared using assumptions set forth in this 2021 Private Placement Memorandum, including several forward-looking statements. Each prospective investor can carefully review the Confidential Business Plans before purchasing Stock. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

The Offering

The Company is offering up to \$50,000,000 of Series A Preferred Corporate Stock at a price of \$1.00 per share.

Preferred Stock Terms

Series: A

Face Amount: \$1.00

Each purchaser must execute a Subscription Agreement making certain representations and warranties to the Company, including such purchaser's qualifications as an Accredited Investor as defined by the Securities and Exchange Commission in Rule 501(a) of Regulation D promulgated. SEE "REQUIREMENTS FOR PURCHASERS."

Risk Factors

See "RISK FACTORS" in this Memorandum for certain factors that could adversely affect an investment in the Stock. Those factors include reliance on management, competition, and unanticipated obstacles to execution of the Confidential Business Plans.

Sources and Uses of Funds

Proceeds from the sale of Stock will be used for sales commissions, equipment, salaries, administration, interest and working capital, marketing, and real estate acquisitions.

Use of Private Placement Memorandum Proceeds for Minimum and Maximum Amounts

	Minimum	Maximum
	\$1,000,000	\$50,000,000
Sales Commission	100,000	5,000,000
Finder's Fees	10,000	500,000
Offering Preparation	10,000	50,000
Equipment	558,000	23,730,000
Salaries	162,000	15,740,000
Administration	6,150	1,121,000
Marketing/Sales	57,350	1,759,000
Interest	0	0
Working Capital	96,500	2,100,000

Minimum Offering Proceeds - Escrow of Subscription Proceeds

The Company has set a minimum offering proceeds figure of \$1,000,000 (the "minimum offering proceeds") for this Offering. The Company has established a Company Managed Investment Holding Savings Account with Chase Bank, into which the minimum offering proceeds will be placed. At least 1,000,000 shares must be sold for \$1,000,000 before such proceeds are released from the escrow account and utilized by the Company. After the minimum shares of stock are sold, all subsequent proceeds from the sale of stock will be delivered directly to the Company. SEE "PLAN OF PLACEMENT."

Registrar

The Company will serve as its own registrar and transfer agent with respect to its Series A Preferred Corporate Stock.

Subscription Period

The Offering will terminate on the earliest of: (a) the date the Company, in its discretion, elects to terminate, or (b) the date upon which all Stock has been sold, or (c) May 1, 2026, or such date as may be extended from time to time by the Company, but not later than 365 days thereafter (the "Offering Period").

Requirements for Purchasers

Prospective purchasers of the Stock offered by this Memorandum should consider certain risk factors described under "RISK FACTORS," and especially to the speculative nature of this investment and the limitations described under that caption with respect to the lack of a readily available market for the Stock and the resulting long-term nature of any investment in the Company. This Offering is available only to suitable Accredited Investors, having adequate means of assuming such risks and of otherwise providing for their current needs and contingencies.

General Suitability Standards

The Stock will not be sold to any person unless such prospective purchaser or his or her duly authorized representative shall have represented in writing to the Company in a Subscription Agreement that:

- (a) The prospective purchaser has adequate means of providing for his or her current needs and personal contingencies and has no need for liquidity in the investment of the Stock;

- (b) The prospective purchaser's overall commitment to investments which are not readily marketable is not disproportionate to his, her, or its net worth and the investment in the Stock will not cause such overall commitment to become excessive; and
- (c) The prospective purchaser is an "Accredited Investor" (as defined below) suitable for purchase in the Stock.

Each person acquiring Stock will be required to represent that he, she, or it is purchasing the Stock for his, her, or its own account for investment purposes and not with a view to resale or distribution. See "SUBSCRIPTION FOR STOCK."

Accredited Investors

The Company will conduct the Offering in such a manner that Stock may be sold only to "Accredited Investors" as that term is defined in Rule 506(a) of Regulation D promulgated under the Securities Act of 1933 (the "Securities Act"). In summary, a prospective investor will qualify as an "Accredited Investor" if he, she, or it meets any one of the following criteria:

(a) Any natural person whose individual net worth, or joint net worth with that person's spouse, exceeds \$1,000,000. Except as provided in paragraph (2) of this section, for purposes of calculating net worth under this paragraph:

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

(ii) 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 the sale of securities exceeds the amount outstanding 60 days before such time, other than due to the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(iii) Indebtedness that is secured by the person's primary residence more than the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability.

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

(c) 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 Securities Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities and Exchange Act of 1934 (the "Exchange Act"); any insurance company as defined in Section 2(13) of the Exchange 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 (SBIC) licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; 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 advisor, 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 who are Accredited Investors;

(d) Any private business development company as defined in Section 202(a) (22) of the Investment Advisors Act of 1940;

(e) Any organization described in Section 501(c)(3)(d) of the Internal Revenue Code, corporation or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets more than \$5,000,000;

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

(g) Any trust, with total assets more than \$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 Section 506(b)(2)(ii) of Regulation D adopted under the Act; and

(h) Any entity in which all the equity owners are Accredited Investors.

Other Requirements

No subscription for the stock will be accepted from any investor unless he is acquiring the Stock for his own account (or accounts as to which he has sole investment discretion), for investment and without any view to sale, distribution, or disposition thereof. Each prospective purchaser of stock may be required to furnish such information as the Company may require from any person or entity purchasing stock as an Accredited Investor.

Forward Looking Information

Some of the statements contained in this Memorandum, including information incorporated by reference, discuss future expectations, or state other forward-looking information. Those statements are subject to known and unknown risks, uncertainties, and other factors, several of which are beyond the Company's control, that could cause the actual results to differ materially from those contemplated by the statements. The forward-looking information is based on various factors and was derived using numerous assumptions. Considering the risks, assumptions, and uncertainties involved, there can be no assurance that the forward-looking information contained in this Memorandum will in fact transpire or prove to be accurate.

Important factors that may cause the actual results to differ from those expressed within include, for example,

- the success or failure of the Company's efforts to successfully implement the Company's planned business model as scheduled;
- the Company's ability to attract, build, and maintain a customer base;
- the Company's ability to attract and retain quality employees;
- the effect of changing economic conditions;

and other risks which are described under "RISK FACTORS" and which may be described in future communications to Bondholders. The Company makes no representation and undertakes no obligation to update forward-looking information to reflect actual results or changes in assumptions or other factors that could affect those statements.

Risk Factors

Investing in the Company's stock is risky. You should be able to bear a complete loss of your investment. You should carefully consider the following factors, among others.

Development Stage Business

The Marketing Consultants Group, LLC commenced operations in December of 2012 and is organized as a limited liability corporation under the laws of the State of Wisconsin. Accordingly, the Company has a limited history upon which an evaluation of its prospects and future performance can be made. The Company's proposed operations are

subject to all business risks associated with new enterprises. The likelihood of the Company's success must be considered despite the problems, expenses, difficulties, complications, and delays frequently encountered with the expansion of a business, operation in a competitive industry, and the continued development of advertising, promotions, and a corresponding customer base. There is a possibility that the Company could sustain losses in the future. There can be no assurances that Marketing Consultants Group, LLC, will operate profitably.

Inadequacy of Funds

Gross offering proceeds of a minimum of \$1,000,000 and a maximum of \$50,000,000 may be realized. Management believes that such proceeds will capitalize and sustain the Marketing Consultants Group, LLC sufficiently to allow for equipment, working capital, marketing, and acquisitions. If only a fraction of this Offering is sold, or if certain assumptions contained in Management's business plans prove to be incorrect, the Company may have inadequate funds to fully develop its business and may need debt financing or other capital investment to fully implement the Company's business plans.

Dependence on Management

In the early stages of development, the Company's business will be significantly dependent on the Company's management team. The Company's success will be particularly dependent upon Ronnie Schmidt, Founder, the Company's principal executive officer of the Marketing Consultants Group, LLC, and developer of the Marketing Consultants Group LLC's operations, business plans, and manager of the businesses. The loss of this individual could have a material adverse effect on the Company. See "MANAGEMENT."

Risks Associated with Expansion

Any expansion of operations the Company may undertake could entail risks and such actions may involve specific operational activities which may negatively impact on the profitability of the Company. Consequently, Bondholders must assume the risk that (i) such expansion may ultimately involve expenditures of funds beyond the resources available to the Company at that time, and (ii) management of such expanded operations may divert Management's attention and resources away from its existing operations, which factors may have a material adverse effect on the Company's present and prospective business activities.

Customer Base and Market Acceptance

While the Company can develop a customer base through the marketing and promotion of the Company's products and services, the inability of the Company to further develop such a customer base could have a material adverse effect on the Company. Although the Company believes that its product and services matrix offer advantages over competitive companies, no assurance can be given that the Marketing Consultants Group LLC's products and services will attain a degree of market acceptance on a sustained basis or that it will generate revenues sufficient for sustained profitable operations.

Competition

While there does exist some current competition, Management believes that the Marketing Consultants Group LLC Company's companies, products, and services line is unique, and the expertise of Management combined with the innovative nature of its products and services will set the Company apart from its competitors. There is the possibility that new competitors could seize upon the Marketing Consultants Group LLC's business ideas and produce competing products and services. Likewise, these new competitors could be better capitalized than the Marketing Consultants Group, LLC, which could give them a significant advantage. There is the possibility that the competitors could capture significant market share of the Marketing Consultants Group LLC's intended markets.

General Economic Conditions

The financial success of the Marketing Consultants Group LLC is sensitive to adverse changes in general economic conditions in the United States, such as recession, inflation, unemployment, and interest rates. Such changing conditions could reduce demand in the marketplace for the Company's products. Management believes that the niche products and services they market will insulate the Company from excessive reduced demand. Nevertheless, the Marketing Consultants Group, LLC, has no control over these changes.

Trend in Consumer Preferences and Spending; Possible Fluctuations in Operating Results

The Company's operating results may fluctuate significantly from period to period because of a variety of factors, including purchasing patterns of customers, competitive pricing, debt service and principal reduction payments, and general economic conditions. There is no assurance that the Company will be successful in marketing any of its products, or that the revenues from the sale of such products will be significant. Consequently, the Company's revenues may vary by quarter, and the Company's operating results may experience fluctuations.

Unanticipated Obstacles to Execution of the Business Plans

The Company's business plans may change significantly. Some of the Company's potential business endeavors are capital intensive and may be subject to statutory or regulatory requirements. Management believes that the Company chosen activities and strategies are achievable in current economic and legal conditions with the skills, background, and knowledge of the Company's principals and advisors. Management reserves the right to make significant modifications to the Company's stated strategies depending on future events.

Management Discretion as to Use of Proceeds

The net proceeds from this Offering will be used for the purposes described under "Use of Proceeds." The Company reserves the right to use the funds obtained from this Offering for other similar purposes not presently contemplated, which it deems to be in the best interests of the Company and its shareholders in to address changed circumstances or opportunities. As a result, the success of the Company will be substantially dependent upon the discretion and judgment of Management with respect to application and allocation of the net proceeds of this Offering. Investors for the Series A Preferred Stock offered hereby will be entrusting their funds to the Company's Management, upon whose judgment and discretion the investors must depend.

Control by Management

As of January 1, 2025, the Company's Officers and Directors owned approximately 98% of the Company's outstanding Preferred Shares and 100% of the Company's Management Shares. Upon completion of this Offering, the Company's Officers and Directors will continue to own 88% of the issued and outstanding shares and will be able to elect the Directors and continue to control the Marketing Consultants Group, LLC. Investors will not have the ability to control either a vote of the Company's Shareholders or the Board of Directors. See "PRINCIPAL SHAREHOLDERS"

No Assurances of Protection for Proprietary Rights; Reliance on Trade Secrets

In certain cases, the Company may rely on trade secrets to protect proprietary technology and processes which the Company has developed or may develop in the future. There can be no assurances that secrecy obligations will be honored or that others will not independently develop similar or superior technology. The protection of proprietary technology through claims of trade secret status has been the subject of increasing claims and litigation by various companies both to protect proprietary rights as well as for competitive reasons even where proprietary claims are unsubstantiated. The prosecution of proprietary claims or the defense of such claims is costly and uncertain given the uncertainty and rapid development of the principles of law pertaining to this area. The Company, in comparison with other firms, may also be subject to claims by other parties regarding the use of technology information and data which may be deemed proprietary to others.

Limited Transferability and Liquidity

To satisfy the requirements of certain exemptions from registration under the Securities Act, and to conform with applicable state securities laws, each investor must acquire his Stock for investment purposes only and not with a view towards distribution. Consequently, certain conditions of the Securities Act may need to be satisfied prior to any sale, transfer, or other disposition of the Stock. Some of these conditions may include a minimum holding period, availability of certain reports, including financial statements from the Marketing Consultants Group, LLC, limitations on the percentage of stock sold and the way in which they are sold. The Marketing Consultants Group, LLC can prohibit any sale, transfer, or disposition unless it receives an opinion of counsel provided at the holder's expense, in a form satisfactory to the Marketing Consultants Group, LLC, stating that the proposed sale, transfer or other disposition will not result in a violation of applicable federal or state securities laws and regulations. No public market exists for the Stock and no market is expected to develop. Consequently, owners of the Stock may have to hold their investment indefinitely and may not be able to liquidate their investments in the Marketing Consultants Group, LLC pledge them as collateral for a loan in the event of an emergency.

Broker - Dealer Sales of Stock

The Company's Series A Preferred Corporate Stock is not presently included for trading on any exchange, and there can be no assurances that the Company will ultimately be registered on any exchange.

No assurance can be given that the Series A Preferred Corporate Stock of the Company will ever qualify for inclusion in any trading market. As a result, the Company's Common Stock is covered by a Securities and Exchange Commission rule that imposes additional sales practice requirements on broker-dealers who sell such securities to persons other than established customers and accredited investors. For transactions covered by the rule, the broker-dealer must make a special suitability determination for the purchaser and receive the purchaser's written agreement to the transaction prior to the sale. Consequently, the rule may affect the ability of broker-dealers to sell the Company's securities and may also affect the ability of stockholders to sell their stock in the secondary market.

Long Term Nature of Investment

An investment in stocks may be long-term and illiquid. As discussed above, the offer and sale of stock will not be registered under the Securities Act or any foreign or state securities laws of exemptions from such registration which depends in part on the investment intent of the investors. Prospective investors will be required to represent in writing that they are purchasing the stock for their own account for long-term investment and not with a view towards resale or distribution. Accordingly, purchasers of stock must be willing and able to bear the economic risk of their investment for an indefinite time. It is likely that investors will not be able to liquidate their investment in the event of an emergency.

No Current Market for Stock

There is no current market for the stock offered in this private Offering.

Compliance with Securities Laws

The stock is being offered for sale in reliance upon certain exemptions from the registration requirements of the Securities Act, applicable Wisconsin Securities Laws, and other applicable state securities laws. If the sale of stock were to fail to qualify for these exemptions, purchasers may seek rescission of their purchases of stock. If a group of purchasers were to obtain rescission, the Marketing Consultants Group, LLC, would face significant financial demands which could adversely affect the Marketing Consultants Group, LLC as well as any non-rescinding purchasers.

Offering Price

The price and terms of the stock offered has been arbitrarily established by the Marketing Consultants Group, LLC, considering such matters as the state of the Company's business development and the general condition of the industry in which it operates. The stock terms bear little relationship to the assets, net worth, or any other objective criteria of value applicable to the Marketing Consultants Group, LLC.

Lack of Firm Underwriter

The stock is currently offered on a "best efforts" basis by the officers and directors of the Marketing Consultants Group, LLC and on a "best efforts" basis through certain FINRA registered broker-dealers which engage in Participating Broker-Dealer Agreements with the Company. Accordingly, there is no assurance that the Company, or any FINRA broker-dealer, will sell the maximum stock offered or any lesser amount.

Projections: Forward Looking Information

Management has prepared projections regarding Marketing Consultants Group LLC's anticipated financial performance. The Company's projections are hypothetical and based upon the historical financial performance of the Marketing Consultants Group, LLC, the addition of sophisticated and well-funded marketing plans, and other factors influencing the businesses of the Marketing Consultants Group, LLC. The projections are based on Management's best estimate of the probable results of operations of the Company, based on present circumstances, and have not been reviewed. These projections are based on several assumptions, set forth therein, which Management believes are reasonable. Some assumptions upon which the projections are based, however, invariably will not materialize due to the inevitable occurrence of unanticipated events and circumstances beyond Management's control. Therefore, actual results of operations will vary from the projections, and such variances may be material. Assumptions regarding future changes in sales and revenues are necessarily speculative in nature. In addition, projections do not and cannot take up such factors as general economic conditions, unforeseen regulatory changes, the entry into the Marketing Consultants Group, LLC business of additional competitors, the terms and conditions of future capitalization, and other risks inherent to the Company's businesses. While Management believes that the projections accurately reflect possible future results of the Marketing Consultants Group, LLC's businesses operations, those results cannot be guaranteed.

Sources and Uses of Funds

The Company seeks to raise minimum gross proceeds of \$1,000,000 and maximum gross proceeds of \$50,000,000 from the sale of stock in this Offering. The Company intends to apply these proceeds substantially as set forth herein, subject only to reallocation by Management in the best interests of the Company.

Sources and Uses of Funds

	Minimum Amount	Maximum Amount
Proceeds from Sale of Stock	\$1,000,000	\$50,000,000

Application of Proceeds

The Company seeks to raise minimum gross proceeds of \$1,000,000 and maximum gross proceeds of \$50,000,000 from the sale of stock in this Offering. The Company intends to apply these proceeds substantially as set forth herein, subject only to reallocation by Management in the best interests of the Company.

Application of Proceeds

Proceeds from Sale of Stock	\$1,000,000 Minimum	\$50,000,000 Maximum
Offering Expenses (1)	\$10,000 Estimate	\$ 50,000 Estimate
Commissions (2)	\$100,000 Estimate	\$5,000,000 Estimate
Finder's Fees (3)	\$10,000 Estimate	\$ 500,000 Estimate
Total Offering Expenses & Fees	\$120,000 Estimate	\$5,550,000 Estimate
Net Offering Proceeds	\$ 880,000	\$ 44,450,000
Equipment	\$ 558,000	\$ 23,730,000
Salaries	\$ 162,000	\$ 15,740,000
Administration	\$ 5,160	\$ 1,121,000
Marketing/Sales	\$ 57,350	\$ 1,759,000
Interest	\$ 0	\$ 0
Working Capital	\$ 96,500	\$ 2,100,000
Total Application of Proceeds	\$1,000,000	\$ 50,000,000

Footnotes:

- (1) Includes estimated memorandum preparation, filing, printing, legal, accounting, and other fees, and expenses related to the Offering.
- (2) At the date of this offering, this Offering is being sold by the officers and directors of the Company, who will receive limited compensation for their efforts, estimated to be no more than \$500,000. Stocks may be sold by registered brokers or dealers who are members of FINRA and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the stock sold.
- (3) Finder's fees may be paid by the Company to those individuals who recommend accredited investors. Such finders may receive finder's fees up to five percent (5%) of the price of the stock.

Management

Now, six individuals are actively involved as Directors of the Company.

- Ronnie Schmidt, Founder, CEO
- Bridgette Rustina Messina, Director
- Robert Barbieri, Director
- William Shelly, Director
- Toby Page, Director
- Dr. Anthony Ponceti, Director

Ronnie Schmidt, Founder, CEO



Founder Ronnie Schmidt and his staffs have been personally responsible for over a quarter billion dollars (\$252,000,000) in sales during his 54-year sales and marketing career, working for such Fortune 500 heavyweights and industry leaders as **Fram Corporation, Honeywell, Boise-Cascade, Bausch & Lomb, Cooper Vision, Amstar-Domino Sugar** in the automotive aftermarket, commercial building market, real estate construction, medical, food, marketing, advertising, and publishing industries.

Over the years Ronnie and his staffs founded in 2000, the **Worldwide Publishers LTD, Inc.**, in 2007 the **Marketing Consultants Group, LLC** and most recently in 2019 **Medical Benefits Consultants, LLC**, developing powerful strategic marketing programs and selling systems solutions including **Audio Homes Tours Marketing Systems**, powerfully-effective advertising mediums including **Indoor Digital Signs Advertising Networks (Remotely-Managed)**, **Affordable Advertising Airships** and **Aerial Extravaganzas** and results-oriented marketing concepts and consumer acquisition selling systems solutions like: **"Interactive Marketing"**, **"Because Marketing Systems Work – While Everything Else Eventually Fails"**, **"Empowering Your 'Unpaid' Sales Force"**, **"Breaking The Deadly Silence Of Today's Unpredictable Silent Marketing"** and **"Consumer-Friendly Marketing With THE WOW FACTOR"** among others.

A creative, practical marketing mind, Mr. Schmidt has developed innovative selling systems solutions such as **"Business Builders," "Medi-Minders," Audio Home Tours Marketing Systems, Interactive Marketing, INSTANT INFORMATION, Audio Sites Marketing Systems**, and **Indoor Digital Signs Advertising Networks (Remotely Managed)** that get more business coming to you, without spending a fortune or sacrificing your time.

Mr. Schmidt co-authored the White Paper **"Why In-Store Digital Advertising? Who Wins? The Store, Consumer or Advertiser?"** along with Steven K. Platt, Director, and Research Fellow at the *Platt* Retail Institute (PRI).

Mr. Schmidt also authored the White Paper/Case Study, **"Why Aerial Advertising? Can Advertising With An Airship (Blimp) Be More Effective Than Traditional Forms Of Advertising?"**

He is considered an authority in both aerial advertising and digital signs advertising networks. Mr. Schmidt earned a B.A. from **Pennsylvania State University** in General Arts and Sciences – Pre-Law in 1971.

Bridgetta R. Messina, Director



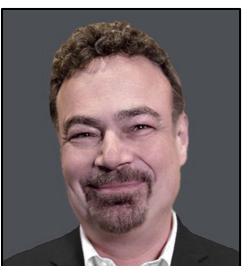
Bridgetta Messina has held counseling positions with Pace, Inc. over her 30-year career and been instrumental in developing programs to facilitate improvement in multiple disciplines including retail and counseling as a results-proven performer. She is best known for her understanding of multiple disciplines in business and counseling.

William Shelly, Director



Bill Shelly has held senior sales and marketing positions with multiple companies including **Bausch & Lomb, Paragon Optical** and **Alden Optical**. He is best known for his problem-solving abilities and sales management skills.

Robert Barbieri, Director



A highly successful leader who creates significant shareholder value by transforming organizations into quality companies achieving growth, profitability and increases in shareholder value. Drives success as an executive and advisor, board member, and investor through growth and performance improvements, building great teams, successful IPO's and exits, and acquisition and corporate development activities.

Sir Brad Blazar, Advisor

As the former CEO / Founder of an oil company I started at the age of 23, I learned quickly how to build successful teams. I also learned how to raise capital and use other people's money (OPM) to build and create wealth.

Today, I coach and consult people all over the world on how to attract and raise HNW investor capital, build a fund, and use OPM. As the founder of Capital School and CapitalCon we are creating the fastest growing community of entrepreneurs and business owners learning these skills.

In addition to my current role, I am a confident and effective sales manager who has led teams organized to raise capital for some of industry's leading firms - Bluerock, Waypoint Residential, City National Rochdale amongst others.

During my career, I raised \$2 Billion through my efforts in addition to closing the largest sales for multiple companies - \$11M, \$9M, \$7.5M.

Board of Directors

Currently there are six (6) members of the Board of Directors:

Ronnie Schmidt, Founder, CEO

Bridgetta R. Messina, Director

Robert Barbieri, Director

William Shelly, Director

Toby Page, Director

Dr. Anthony Ponceti, Director

Board of Advisors

The Company will establish a Board of Advisors, which includes highly qualified business and industry professionals. The Board of Advisors will assist the Management team in making appropriate decisions and taking effective action; however, they will not be responsible for Management decisions.

Management Compensation

There is no accrued compensation that is due to any other member of Management. Directors who are members of Management will receive Director's fees. Each director will be entitled to reimbursement of expenses incurred while conducting Company business. Each Director may also be a shareholder in the Company and as such will share in the profits of the Company when and if dividends are paid. Management reserves the right to reasonably increase their salaries assuming the business is performing profitably, and Company revenues are growing on schedule. Any augmentation of these salaries will be subject to the profitability of the Business and the effect on the Business cash flows. Current and projected Management salaries for the next 12 months are:

Ronnie Schmidt, Founder, CEO

Current: Annualized salary payable monthly \$1

Projected 12 months: Annualized salary, \$240,000, payable monthly.

Principal Shareholders

The following table contains certain information as of January 1, 2025 as to the number of Shares of Preferred Stock and Management Stock beneficially owned by (i) each person known by the Company to own beneficially more than 5% of the Company's Preferred Stock, (ii) each person who is a Director of the Company, (iii) all persons as a group who are Directors and Officers of the Company, and as to the percentage of the outstanding Shares held by them on such dates and as adjusted to give effect to this Offering.

<u>Name and Position</u>	<u>Current Shares</u>	<u>After Offering</u>	
		<u>Percentage</u>	<u>Percentage</u>
Ronnie Schmidt	491,985,000 Preferred	98.59%	88.57%
Ronnie Schmidt	96 Management	96%	96%

Marketing Consultants Group, LLC Management Stock Ownership

Management Stock Shareholders 100 Shares Total Voting, Par Value \$1.00 US

Ronnie Schmidt	96	96%	Director
William Shelly	1	1%	Director
Bridgetta R. Messina	1	1%	Director
Robert Barbieri	1	1%	Director

Preferred Stock Shareholders 499,900,000 Shares Total Non-Voting, Par Value \$.0001 US

1. Ronnie Schmidt	490,985,000	> 98.39%	Director
2. William Shelly	1,015,000	> .2%	Director
3. Bridgetta R. Messina	1,000,000	> .2%	Director
4. Mary Beth Haardt	1,000,000	> .2%	
5. Robert Barbieri	1,000,000	> .2%	Director
6. Brad Blazar	1,000,000	> .2%	
7. Donna Milne	1,000,000	> .2%	
8. Susan Rayman	2,000,000	> .4%	

Others – Including Directors 8,015,000 > 1.41%

Certain Transactions

Stock Option Agreements

The Company has not entered into any stock option agreements as of the date of this Offering.

Litigation

The Company is not presently a party to any material litigation, nor to the knowledge of Management is any litigation threatened against the Company which may materially affect the business of the Company or its assets.

Description of Stock

The Company is offering up to 50,000,000 shares Series A Corporate Preferred Stock at a price of \$1.00 US per share.

Stock Terms

Series: A

Face Amount: \$1.00 U.S.

The Series A Corporate Preferred Stock Shares are equal in all respects.

In the event of the dissolution, liquidation or winding up of the Company, the assets then legally available for distribution to the holders of the Company's Stock will be distributed among such holders in proportion to their holdings.

Transfer Agent and Registrar

The Company will act as its own transfer agent and registrar for its Series A Corporate Preferred Stock.

Plan of Placement

The stock is offered directly by officers and directors of the Company on the terms and conditions set forth in this Memorandum. Stock may also be offered by FINRA brokers and dealers. The Company is offering the stock on a "best efforts" basis. The Company will use its best efforts to sell the stock to investors. There can be no assurance that all or any of the stock offered will be sold.

Escrow of Subscription Funds

Commencing on the date of this Memorandum all funds received by the Company in full payment of subscriptions for stock will be deposited in an escrow account. The Company has set a minimum offering proceeds figure of \$1,000,000 for this Offering. The Company has established a Company Managed Investment Holding Savings Account with Chase Bank into which the minimum offering proceeds will be placed. At least \$1,000,000 in shares must be sold for \$1,000,000 before such proceeds will be released from the escrow account and utilized by the Company. After the minimum number of Shares are sold, all subsequent proceeds from the sale of stock will be delivered directly to the Company and be available for its use. Subscriptions for stock are subject to rejection by the Company at any time.

How to Subscribe for Stock

A purchaser of stock must complete, date, execute, and deliver to the Company the following documents, as applicable:

1. An Investor Suitability Questionnaire;
2. An original signed copy of the appropriate Subscription Agreement; and
3. A check payable to "Marketing Consultants Group, LLC" in the amount of \$1.00 per share for each share purchased as called for in the Subscription Agreement.

Purchaser's shares will receive an Investor Subscription Package containing an Investor Suitability Questionnaire and two copies of the Subscription Agreement.

Subscribers may not withdraw subscriptions that are tendered to the Company (Florida and Pennsylvania Residents See NASAA Legend in front of this Memorandum for important information).

The Marketing Consultants Group, LLC
Investor Suitability Questionnaire

To: Prospective purchasers of Series A Preferred Corporate Stock (the "Stock") offered by the **Marketing Consultants Group, LLC** (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing stock. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the stock.

Please answer all questions completely and execute the signature page

A. Personal

1. Name: _____

2. Address of Principal Residence: _____

Country: _____

3. Residence Telephone: (_____) _____

4. Where are you registered to vote? _____

5. Your driver's license is issued by the following state: _____

6. Other Residences or Contacts: Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license, or have any other contacts, and describe your connection with such state:

7. Please send all correspondence to:

(1) _____ Residence Address (as set forth in item A-2)

(2) _____ Business Address (as set forth in item B-1)

8. Date of Birth: _____

9. Citizenship: _____

10. Social Security or Tax I.D. #: _____

B. Occupations and Income

1. Occupation: _____

(a) Business Address: _____

(b) Business Telephone Number: (_____) _____

2. Gross income during each of the last two years exceeded:

(1) _____ \$25,000

(2) _____ \$50,000

(3) _____ \$100,000

(4) _____ \$200,000

3. Joint gross income with spouse during each of the last two years exceeded \$300,000

(1) _____ Yes

(2) _____ No

4. Estimated gross income during the current year exceeds:

(1) _____ \$25,000

(2) _____ \$50,000

(3) _____ \$100,000

(4) _____ \$200,000

5. Estimated joint gross income with spouse during the current year exceeds \$300,000

(1) _____ Yes

(2) _____ No

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all the assets owned by you and your spouse more than total liabilities. Except as provided in paragraph (2) of this section, for purposes of calculating net worth under this paragraph:

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

(ii) 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 the sale of securities exceeds the outstanding amount 60 days before such

time, other than because of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(iii) Indebtedness that is secured by the person's primary residence more than the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability, excluding the fair market value less any mortgage liability, of your principal residence.

(1) _____ \$50,000-\$100,000 (2) _____ \$100,000-\$250,000 (3) _____ \$250,000-\$500,000

(4) _____ \$500,000-\$750,000 (5) _____ \$750,000-\$1,000,000 (6) _____ over \$1,000,000

2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1) _____ Yes

(2) _____ No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1) _____ Yes

(2) _____ No

E. Investment Percentage of Net Worth

If you expect to invest at least \$150,000 in Stock, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse.

(1) _____ Yes

(2) _____ No

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1) _____ Yes

(2) _____ No

G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor:

_____, Date: _____, 2022
Signature

Signature (or joint purchase if purchase is to be made as joint tenants or as tenants in common)

Additional Information

Each prospective investor may ask questions and receive answers concerning the terms and conditions of this offering and obtain any additional information which the Company possesses, or can acquire without unreasonable effort or expense, to verify the accuracy of the information provided in this Memorandum.

The principal office of the Company is located at 2399 Riverside Drive. Green Bay, Wisconsin 54301, U.S.A. The company's mailing address is 2300 Riverside Drive, Green Bay, Wisconsin, 54301 U.S.A.

Telephone number is (800) 330-8908, fax number is (800) 330-8908 and general email address is Support@MarketingConsultantsGroup.com.

Accredited Investors Phone Line is _____ and Accredited Investors email address is

_____.

The Marketing Consultants Group, LLC
Investor Subscription Agreement

The Marketing Consultants Group, LLC
2300 Riverside Drive
Green Bay, Wisconsin 54301 U.S.A.

Gentlepersons:

You have informed the undersigned (the "Purchaser") that **Marketing Consultants Group, LLC**, a Wisconsin corporation, (the "Company") wishes to raise a minimum of One Million Dollars (\$1,000,000) and a maximum of Fifty Million Dollars (\$50,000,000) from various persons by selling up to 50,000,000 Shares of the Company's Series A Preferred Corporate Stock (the "Stock"), at a price of One Dollar (\$1.00 US) per share.

I have received, read, and understand the Private Placement Memorandum dated May 1, 2025 (the "Memorandum"). I further understand that my rights and responsibilities as a Purchaser will be governed by the terms and conditions of this Subscription Agreement, the Stock Agreement, the Memorandum, and the Bylaws of the Company. I understand that you will rely on the following information to confirm that I am an "Accredited Investor", as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"), and that I am qualified to be a Purchaser.

This Subscription Agreement is one of several such subscriptions for stock. By signing this Subscription Agreement, I offer to purchase and subscribe from the Company the number of stocks set forth below on the terms specified herein. The Company reserves the right, in its complete discretion, to reject any subscription offer or to reduce the number of shares allotted to me. If this offer is accepted, the Company will execute a copy of this Subscription Agreement and return it to me. I understand that commencing on the date of this Memorandum all funds received by the Company in full payment of subscriptions for stock will be deposited in an escrow account. The Company has set a minimum offering proceeds figure of \$1,000,000 for this Offering. The Company has established a Company Managed Investment Holding Savings Account with Chase Bank, into which the minimum offering proceeds will be placed. At least 1,000,000 shares must be sold for \$1,000,000 before such proceeds are released from the escrow account and utilized by the Company. After the minimum number of shares are sold, all proceeds from the sale of shares will be delivered directly to the Company and be available for its use.

1. Accredited Investor. I am an Accredited Investor because I qualify within one of the following categories:

Please Check the Appropriate Category

_____ \$1,000,000 Net Worth.

Any natural person whose individual net worth, or joint net worth with that person's spouse, exceeds \$1,000,000. Except as provided in paragraph (2) of this section, for purposes of calculating net worth under this paragraph:

(i) The person's primary residence shall not be included as an asset.

(ii) 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 the sale of securities exceeds the amount outstanding 60 days before such time, other than because of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(iii) Indebtedness that is secured by the person's primary residence more than the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability.

_____ \$200,000/\$300,000 Income.

A natural person who had an individual income more than \$200,000 (including contributions to qualified employee benefit plans) or joint income with such a person's spouse more than \$300,000 per year in each of the two most recent years and who reasonably expects to attain the same individual or joint levels of income (including such contributions) in the current year.

_____ Director or Officer of Issuer.

Any director or executive officer of the Company

_____ All Equity Owners in Entity Are Accredited.

An entity, (i.e. corporation, partnership, trust, IRA, etc.) in which all the equity owners are Accredited Investors as defined herein.

_____ Corporation.

A corporation not formed for the specific purpose of acquiring the Stock offered, with total assets more than \$5,000,000.

_____ Another Accredited Investor.

Any natural person or entity which qualifies as an Accredited Investor pursuant to Rule 501(a) of Regulation D promulgated under the Act; specify basis for qualification:

2. Representations and Warranties. I represent and warrant to the Company that:

(a) I have adequate means of providing for my current needs and possible contingencies and I have no need for liquidity of my investment in the Stock, (ii) can bear the economic risk of losing the entire amount of my investment in Stock, and (iii) have such knowledge and experience that I can evaluate the relative risks and merits of this investment;
(iv) the purchase of Stock is consistent, in both nature and amount, with my overall investment program and financial condition.

(a) The address set forth below is my true and correct residence, and I have no intention of becoming a resident of any other state or jurisdiction.

(b) I have not utilized the services of a "Purchaser Representative" (as defined in Regulation D promulgated under the Securities Act) because I am a sophisticated, experienced investor, capable of determining and understanding the risks and merits of this investment.

(d) I have received and read, and am familiar with the Offering Documents, including the Memorandum and the Corporate Bylaws. All documents, records and books pertaining to the Company and the Stock requested by me, including all pertinent records of the Company, financial and otherwise, have been made available or delivered to me.

(e) I have had the opportunity to ask questions of and receive answers from the Company's officers and representatives concerning the Company's affairs generally and the terms and conditions of my proposed investment in the Stock.

(f) I understand the risks implicit in the business of the Company. Among other things, I understand that there can be no assurance that the Company will be successful in obtaining the funds necessary for its success. If only a fraction of the maximum amount of the Offering is raised, the Company may not be able to expand as rapidly as anticipated and proceeds from this Offering may not be enough for the Company's long-term needs.

(g) Other than as set forth in the Memorandum, no person or entity has made any representation or warranty whatsoever with respect to any matter or thing concerning the Company and this Offering, and I am purchasing the stock based solely upon my own investigation and evaluation.

(h) I understand that no stock has been registered under the Securities Act, nor have they been registered pursuant to the provisions of the securities or other laws of applicable jurisdictions.

(i) The stock for which I subscribe is being acquired solely for my own account, for investment and is not being purchased with a view to or for their resale or distribution. To induce the Company to sell stock to me, the Company will have no obligation to recognize the ownership, beneficial or otherwise, of the stock by anyone but me.

(j) I am aware of the following:

(i) The stock is a speculative investment which involves a high degree of risk; and

(ii) My investment in stock is not readily transferable; it may not be possible for me to liquidate my investment.

(iii) The financial statements of the Company have merely been compiled and have not been reviewed or audited.

(iv) There are substantial restrictions on the transferability of the stock registered under the Securities Act; and

(v) No federal or state agency has made any findings or determination as to the fairness of the Stock for public investment nor any recommendation or endorsement of the stock.

(k) Except as set forth in the Memorandum, none of the following information has ever been represented, guaranteed, or warranted to me expressly or by implication, by any broker, the Company, or agents or employees of the foregoing, or by any other person:

(i) The appropriate or exact length of time that I will be required to hold Shares upon conversion;

(ii) The percentage of profit and/or amount or type of consideration, profit, or loss to be realized, if any, because of an investment in the Shares upon conversion; or

(iii) That the past performance or experience of the Company, or associates, agents, affiliates, or employees of the Company or any other person, will in any way indicate or predict economic results about the purchase of shares;

(iv) The number of dividends or distributions that the Company will make;

(l) I have not distributed the Memorandum to anyone, no other person has used the Memorandum, and I have made no copies of the Memorandum; and

(m) I hereby agree to indemnify and hold harmless the Company, its officers, directors, and representatives from and against all liability, damage, cost, or expense, including reasonable attorney fees, incurred because or arising out of:

(i) Any inaccuracy in the declarations, representations, and warranties set forth above;

(ii) The disposition of any of the stock by me which is contrary to the foregoing declarations, representations, and warranties; and

(iii) Any action, suit or proceeding based upon (1) the claim that said declarations, representations, or warranties were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Company; or (2) the disposition of any of the stock.

(n) By entering into this Subscription Agreement, I acknowledge that the Company is relying on the truth and accuracy of my representations.

The foregoing representation and warranties are true and accurate as of the date hereof, shall be true and accurate as of the date of the delivery of the funds to the Company and shall survive such delivery. If, in any respect, such representations and warranties are not true and accurate prior to delivery of the funds, I will give written notice of the fact to the Company, specifying which representations and warranties are not true and accurate and the reasons therefor.

3. Transferability. I understand that I may sell or otherwise transfer my stock only if registered under the Securities Act or I provide the Company with an opinion of counsel acceptable to the Company to the effect that such a sale or other transfer may be made in absence of registration under the Securities Act. I have no right to cause the Company to register the stock. Any certificates or other documents representing my stock will contain a restrictive legend reflecting this restriction and stop transfer instructions will apply to my stock.

4. Indemnification. I understand the meaning and legal consequences of the representations and warranties contained in Paragraph 2 hereof, and I will indemnify and hold harmless the Company, its officers, directors, and representatives involved in the offer or sale of the stock to me, as well as each of the managers and representatives, employees and agents and other controlling persons of each of them, from and against any and all loss, damage or liability due to or arising out of a breach of any representation or warranty of mine contained in this Subscription Agreement.

5. Revocation. I will not cancel, terminate, or revoke this Subscription Agreement or any agreement made by me hereunder and this Subscription Agreement shall survive my death or disability.

6. Termination of Agreement. If this subscription is rejected by the Company, then this Subscription Agreement shall be null and void and of no further force and effect, no party shall have any rights against any other party hereunder, and the Company shall promptly return to me the funds delivered with this Subscription Agreement.

7. Miscellaneous.

(a) This Subscription Agreement shall be governed by and construed in accordance with the substantive law of the State of Pennsylvania.

(b) This Subscription Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only in writing and executed by all parties.

8. Ownership Information. Please print here the total number of shares to be purchased, and the exact name(s) in which the shares will be registered.

Total Shares Purchased: _____

Name(s): _____

_____ Single Person

_____ Husband and Wife, as community property
_____ Joint Tenants (with the right of survivorship)
_____ Tenants in Common
_____ A Married Person as separate property
_____ Corporation or other organization
_____ A Partnership
_____ Trust
_____ IRA
_____ Tax-Qualified Retirement Plan

(i) Trustee(s) Custodian _____

(ii) Trust Date _____

(iii) Name of Trust _____

(iv) For the Benefit of _____

_____ Other: _____
(Please explain)

Social Security or Tax I.D.#: _____

Residence Address:

Street Address

City State Zip

Mailing Address: (Complete only if different from residence)

Street Address (If P.O. Box, include address for delivery if different than residence)

City State Zip

Phone Numbers

Home: (_____) _____

Business: (_____) _____

Facsimile: (_____) _____

9. Date and Signatures. Dated _____, 2025

Signatures

Purchaser Name (Print)

(Each co-owner or joint owner must sign - Names must be signed exactly as listed under "Purchaser Name")

ACCEPTED:

The Marketing Consultants Group, LLC

By: _____
Ronnie Schmidt, Founder, CEO

Dated: _____, 2025

Additional Information

Each prospective investor may ask questions and receive answers concerning the terms and conditions of this offering and obtain any additional information which the Company possesses, or can acquire without unreasonable effort or expense, to verify the accuracy of the information provided in this Memorandum.

The principal office of the Company is located at 2300 Riverside Drive. Green Bay, Wisconsin, 54301, U.S.A. The company's mailing address is 2300 Riverside Drive, Green Bay, Wisconsin, 54301, U.S.A.

The company's telephone number is (800) 330-8908, fax number is (800) 330-8908 and general email address is Support@MarketingConsultantsGroup.com.

Accredited Investors Phone Line is _____ and Accredited Investors email address is Support@MarketingConsultantsGroup.com.

Exhibit A
The Marketing Consultants Group, LLC Business Plans

Because of the proprietary nature of our **Marketing Consultants Group, LLC** proprietary business plans, they have not been included as part of this offering. However, prospective investors may ask for a confidential copy of our **Executive Summary - Business Plan**.

Exhibit B
The Marketing Consultants Group, LLC Corporate By-Laws

CORPORATE BY-LAWS OF THE MARKETING CONSULTANTS GROUP, LLC

ARTICLE I INTERPRETATION

Section 1. Meanings

"**Administrator**" means the person, firm or corporation appointed and from time to time acting as administrator of the Company.

"**Auditor**" means the person (if any) for the time being performing the duties of auditor of the Company.

"**Business Day**" means any day normally treated as a business day in such places and/or on such markets as the Directors may from time to time determine.

"**Class**" means a separate class of Preferred Share (and includes any sub-class of any such class).

"**Company**" means the above-named Company.

"**Directors**" means the directors for the time being of the Company.

"**Dollars**" or "**US\$**" refers to the currency of the United States.

"**Eligible Investor**" means a person eligible to hold Preferred Shares, as determined from time to time by the Directors.

"**Gross Negligence**" in relation to a person means a standard of conduct beyond negligence whereby that person acts with reckless disregard for the consequences of a breach of a duty of care owed to another.

"**Investment Manager**" means the person, firm, or corporation (if any) appointed and for the time being acting as the investment manager of the Company.

"**Management Share**" means a voting Share in the capital of the Company of US\$1.00 par value designated as a Management Share and having the rights provided for in these Bylaws.

"**Net Asset Value**" means the value of the assets less the liabilities of the Company, or of a Separate Account (as the context may require), calculated in accordance with these Bylaws.

"Net Asset Value per Preferred Share" means the amount determined in accordance with these Bylaws as being the Net Asset Value per Preferred Share of a Class and/or Series.

"Preferred Share" means a Preferred Share in the capital of the Company of US\$0.0001 par value and having the rights provided for in these Bylaws. Preferred Shares may be divided into Classes in the discretion of the Directors in accordance with the provisions of these Bylaws and each Class may be further divided into different Series of Preferred Shares and the term "Preferred Share" shall include all such Classes and Series of Preferred Share.

"Registered Office" means the registered office for the time being of the Company.

"Sales Charge" means such a sales charge (if any) determined by the Directors as being payable by a stockholder on a subscription for Preferred Shares of any Class and/or Series.

"Seal" means the common seal of the Company and includes every duplicate seal.

"Separate Account" means a separate internal account of the Company which the Directors may establish and cause to be maintained in accordance with these Bylaws.

"Series" means a separate series of Preferred Share (and includes any sub-series of any such series).

"Share" and **"Shares"** means a share or shares of any class or series in the Company, including a Management Share or a Preferred Share, as well as any fraction of a Share.

"Share Rights" means, with respect to the Preferred Shares of any Class or Series in issue, the class rights for the time being applicable to such Preferred Shares or other terms of offer for the time being applicable to such Preferred Shares whether set out in any subscription agreement or otherwise (including any representations, warranties or other disclosure relating to the offer or holding of such Preferred Shares).

"Subscription Date" means, in relation to Preferred Shares of any Class and/or Series, such day or days as may be specified by the Directors from time to time upon which a person may subscribe for Preferred Shares of that Class and/or Series.

"Subscription Price" means the price determined in accordance with these Bylaws at which Preferred Shares of the relevant Class and/or Series may be subscribed.

"Suspension" means a determination by the Directors to postpone or suspend the calculation of the Net Asset Value of Preferred Shares of any one or more Classes and/or Series and/or the issue of Preferred Shares of any one or more Classes and/or Series.

"Transfer" means, in respect of any Share, any sale, assignment, exchange, transfer, pledge, encumbrance or other disposition of that Share, and "Transferred" shall be construed accordingly.

"Valuation Date" means, in relation to each Class and/or Series of Preferred Shares, the Business Day or Business Days determined from time to time by the Directors to be the day or days on which the Net Asset Value per Preferred Share of that Class and/or Series is calculated.

"Valuation Point" means, with respect to any Class and/or Series, the time, or times on the Valuation Date of such Class and/or Series at which the Directors determine that the Net Asset Value per Preferred Share of that Class and/or Series shall be calculated.

Section 2. In these By-laws:

- (a) the singular number includes the plural number and vice versa.
- (b) the masculine gender includes the feminine gender;
- (c) persons include corporations;
- (d) **"written"** and **"in writing"** include all modes of representing or reproducing words in visible form, including in the form of an Electronic Record;
- (e) **"shall"** shall be construed as imperative and **"may"** shall be construed as permissive;
- (f) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted, or replaced from time to time;
- (g) any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (h) the term **"and/or"** is used herein to mean both **"and"** as well as **"or."** The use of **"and/or"** in certain contexts in no respects qualifies or modifies the use of the terms **"and"** or **"or"** in others. **"Or"** shall not be interpreted to be exclusive, and **"and"** shall not be interpreted to require the conjunctive — in each case, unless the context otherwise requires;
- (i) any reference to the powers of the Directors shall include, when the context admits, the service providers or any other person to whom the Directors may delegate their powers;
- (j) headings are inserted for reference only and shall be ignored in construing these Articles.

ARTICLE II GENERAL

Section 1. The name of the company is **Marketing Consultants Group, LLC**.

Section 2. The registered office of the corporation shall be at: 1039 West Mason Street, Green Bay, WI, 54303 USA. The registered agent in charge thereof shall be Ronnie Schmidt, CEO.

Section 3. The corporation may also have offices at such other places as the Board of Directors may from time to time appoint or the business of the corporation may require.

Section 4. The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by this state's laws and those of the United States.

Section 5. The business of the Company may commence as soon as the Directors see fit.

(h) The Directors may pay, out of the capital or any other monies of the Company, all expenses incurred in or about the formation and operation of the Company, including the expenses of registration and the initial offering of Preferred Shares.

Section 6. The share capital of the Company is US\$50,000 divided into two classes of shares, 100 Management Shares of US\$1.00 per value each and 499,000,000 Preferred Shares of US\$0.0001 par value each.

Section 7. The Company has power to register by way of continuation as a body corporate limited by shares under the laws of this state and the United States of America and to be deregistered in this state and in the United States of America.

ARTICLE II – STOCKHOLDERS' MEETINGS AND STOCK

Section 1. Meetings of stockholders shall be held at the registered office of the corporation or at such a place, either within or without this state, as may be selected from time to time by the Board of Directors.

Section 2. Annual Meetings: The annual meeting of the stockholders shall be held on the 3rd Wednesday of February in each year if not a legal holiday, and if a legal holiday, then on the next secular day following at 10:00 o'clock A.M., when they shall elect a Board of Directors and transact such other business as may properly be brought before the meeting. If the annual meeting for the election of directors is not held on the date designated therefore, the directors shall cause the meeting to be held as soon thereafter as convenient.

Section 3. Election of Directors: Elections of the directors of the corporation shall be by written ballot.

Section 4. Special Meetings: Special meetings of the stockholders may be called at any time by the Founder, Chairman, or the Board of Directors, or stockholders entitled to cast at least one-fifth of the votes which all stockholders are entitled to cast at the meeting. At any time, upon the written request of any person or persons who have duly called a special meeting, it shall be the duty of the Secretary to fix the date of the meeting, to be held not more than sixty days after receipt of the request, and to give due notice thereof. If the Secretary shall neglect or refuse to fix the date of the meeting and give notice thereof, the person or persons calling the meeting may do so.

Business transacted at all special meetings shall be confined to the objects stated in the call and matters germane thereto, unless all management stockholders entitled to vote are present and consent.

Written notice of a special meeting of stockholders stating the time and place and object thereof, shall be given to each stockholder entitled to vote thereat at least 30 days before such a meeting, unless a greater period of notice is required by statute.

Section 5. Quorum: The majority shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders. If less than a majority, the outstanding shares entitled to vote are represented at a meeting, the majority shares so represented may adjourn the meeting from time to time without further notice. At such an adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally mentioned.

The stockholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

Section 6. Proxies: Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period.

A duly executed proxy shall be irrevocable if it states that it is irrevocable and if it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the corporation generally. All proxies shall be filed with the Secretary of the meeting before being voted upon.

Section 7. Notice of Meetings: Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, written notice of any meeting shall be given not less than ten or more than sixty days before the date of the meeting to each stockholder entitled to vote at such a meeting.

Section 8. Consent in Lieu of Meetings: Any action required to be taken at any annual or special meeting of stockholders or a corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding management stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those management stockholders who have not consented in writing.

Section 9. List of Stockholders: The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the management stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each management stockholder and the number of shares registered in the name of each management stockholder. No share of stock upon which any installment is due and unpaid shall be voted on at any meeting. The list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present.

Section 10. Rights attaching to Shares

10.1 The Management Shares shall have the following rights:

(a) as to voting: the holder of a Management Share shall (in respect of such Management Share) have the right to receive notice of, attend at and vote as a Member at any general meeting of the Company; and

(b) as to capital: The Management Share shall confer upon the holder the right in a winding-up to repayment of capital as provided in these Bylaws but shall confer no other right to participate in the profits or assets of the Company; and

(c) as to income: no dividends shall be payable on the Management Shares.

10.2 The Preferred Shares shall have the following rights:

(a) as to voting: the holder of a Preferred Share shall not (in respect of such Preferred Share) have the right to receive notice of, attend at or vote as a Member at any general meeting of the Company, but may vote at a separate Class meeting convened in accordance with these Bylaws; and

(b) as to capital: Preferred Shares shall confer upon the holder thereof the right to wind up to participate in the surplus assets of the Company by reference to the Separate Account attributable to the relevant Class or Series of Preferred Shares as provided in these Articles; and

(c) as to income: Preferred Shares shall confer on the holders thereof the right to receive dividends as provided in these Bylaws.

Section 11. Share Capital

11.1 Subject to these Bylaws, the Directors may allot, issue, grant options or warrants over, or otherwise dispose of Shares in separate classes and/or series with different terms, preferences, privileges or special rights including, without limitation, with respect to investment strategy and/or policy, participation in assets, profits and losses of the Company, voting, fees charged (including management, performance and incentive fees), allocation of costs and expenses (including, without limitation, the costs and expenses incurred in any hedging activities and any profits and losses arising therefrom) as they think proper. Subject to the Statute, these Articles and any applicable subscription agreement, any Share Rights (other than those set out in these Articles or set out in a Special Resolution) may be varied by either the Directors or by Ordinary Resolution.

11.2 On or before the allotment of any Preferred Share the Directors shall resolve the Class and/or Series to which such Preferred Share shall be designated. Each Class and/or Series shall be specifically identified. Subject to these Bylaws, the Directors may at any time re-designate any Preferred Share as part of another Class and/or Series to give effect to a resolution of the Directors.

11.3 Notwithstanding the currency in which the par value of the Preferred Shares is denominated, the Directors may specify any currency as the currency in which the Subscription Price and Net Asset Value of Preferred Shares of a Class and/or Series is calculated.

11.4 Fractional Shares may be issued.

11.5 Shares shall only be issued as fully paid-up.

11.6 Unless the Directors determine otherwise, no right of pre-emption or first refusal shall attach to any Shares.

Section 12. Allotment and Issue of Preferred Shares

12.1 The Directors may from time to time allot and issue Preferred Shares of any Class and/or Series. The Directors may, in their discretion, refuse to allot and issue any Preferred Shares, and shall not issue any Preferred Shares to or for the account of an investor who is not an Eligible Investor. If the Directors have declared a Suspension of the issue of Preferred Shares of any Class and/or Series, no Preferred Shares of that Class, or Series (as appropriate) shall be issued until the Suspension has ended.

12.2 The Directors shall determine the Subscription Price at the time of issue of the first issue of Preferred Shares of any Class and/or Series. Thereafter, the Directors may allot and issue Preferred Shares of the same Class and/or Series on any Subscription Date provided that such additional Preferred Shares are issued at a Subscription Price equal to not less than the Net Asset Value per Preferred Share of such Class and/or Series calculated on the relevant Subscription Date (or if the Subscription Date is not also a Valuation Date then on the immediately preceding Valuation Date).

12.3 The Directors may add to the Subscription Price per Preferred Share (before making any rounding adjustment) an amount which they consider to be an appropriate allowance to reflect fiscal and purchase charges which would be incurred for the accounts of the Company in investing an amount equal to the Subscription Price. The Directors may also add, in their discretion, a Sales Charge and/or an amount equal to any stamp duty and any other governmental taxes or charges payable by the Company with respect to the issue of such Preferred Shares.

12.4 An applicant for Preferred Shares shall pay for such Preferred Shares in such currencies, in such a manner, at such time, in such a place and such a person acting on behalf of the Company as the Directors may from time to time determine.

12.5 Subject to the terms of any subscription agreement, an application for Preferred Shares shall be irrevocable by an applicant for Preferred Shares once it has been received by the Company. Preferred Shares shall be treated as having been issued with effect from the relevant Subscription Date notwithstanding that the subscriber for those Preferred Shares may not be entered into the Register of Shareholders until after the Subscription Date.

12.6 Preferred Shares shall be issued in such minimum numbers as the Directors may specify either generally or in any case. The Directors may from time to time prescribe an amount as the minimum subscription amount.

12.7 The Directors may resolve to accept non-cash assets in satisfaction (in whole or in part) of the Subscription Price.

12.8 The Directors may require an applicant for Preferred Shares to pay to the Company for the benefit of any selling agent such selling commissions, or such organizational charges as may have been

disclosed to such applicant. The Directors may differentiate between applicants as to the amount of such selling commissions or such organizational charges.

12.9 The Company may, in so far as the statutes permit, pay a commission to any person in consideration of that person subscribing or agreeing to subscribe whether absolutely or conditionally for any Preferred Shares. Such commissions may be satisfied by the payment of cash and/or the issue of fully or partly paid-up Preferred Shares. The Company may also on any issue of Preferred Shares pay such brokerage as may be lawful.

ARTICLE III -- DIRECTORS

Section 1. The business and affairs of this corporation shall be managed by its Board of Directors. The directors need not be residents of this state or stockholders in the corporation. They shall be elected by the management stockholders at the annual meeting of management stockholders of the corporation, and each director shall be elected for the term of one year, and until his successor shall be elected and shall qualify or until his earlier resignation or removal.

Section 2. Service Providers

(a) The Directors may appoint any person, firm or corporation to act as a service provider to the Company (whether in general or in respect of any Class and/or Series of Shares) and may entrust to and confer upon any such service providers any of the functions, duties, powers and discretions exercisable by them as Directors, upon such terms and conditions (including as to remuneration payable by the Company) and with such powers of delegation, but subject to such restrictions, as they think fit. Without limiting the generality of the foregoing, such service providers may include managers, investment advisers, administrators, registrars, transfer agents, custodians, and prime brokers.

(b) Without prejudice to the generality of the preceding Article, the Directors may appoint any person, firm, or corporation to act as the Investment Manager with respect to the assets of the Company (whether in general or in respect of any Class and/or Series of Shares). The Directors may entrust to and confer upon the Investment Manager any of the functions, duties, powers, and discretions exercisable by them as Directors upon such terms and conditions (including as to remuneration payable by the Company) and with such powers of delegation, but subject to such restrictions, as they think fit.

Section 2. Regular Meetings: Regular meetings of the Board shall be held without notice, at least quarterly, at the registered office of the corporation, or at such other time and place as shall be determined by the Board.

Section 3. Special Meetings: Special Meetings of the Board may be called by the Founder, Chairman on 3-day notice to each director, either personally or by mail, fax or by telegram; special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of most of the directors in office.

Section 4. Quorum: Most of the total number of directors shall constitute a quorum for the transaction of business.

Section 5. Consent in Lieu of Meeting: Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of committee consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee. The Board of Directors may hold its meetings and have offices outside of this state.

Section 6. Conference Telephone: One or more directors may participate in a meeting with the Board, or a committee of the Board or by the management stockholders, by means of conference telephone or similar communications equipment by means of which all people participating in the meeting can hear each other; participation in this manner shall constitute a presence in person at such a meeting.

Section 7. Compensation: Directors as such shall not receive any stated salary for their services, but by resolution of the Board, a fixed sum, and expenses of attendance at each regular or special meetings of the Board. Nothing herein contained shall be construed to prevent any director from serving the corporation in any other capacity and receiving compensation, therefore.

Section 8. Removal: Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the management shares then entitled to vote at an election of directors, except that when cumulative voting is permitted, if less than the entire Board is to be removed, no director may be removed without cause if the votes cast against his removal would be sufficient to elect him if then cumulatively voted at an election of the entire Board of Directors, or, if there be classes of directors, at an election of the class of directors of which he is a part.

Section 9. Indemnity and Insurance

(a) Every Director and officer of the Company (which for the avoidance of doubt, shall not include auditors of the Company), together with every former Director and former officer of the Company (each an "Indemnified Person") shall be indemnified out of the assets of the Company against any liability, action, proceeding, claim, demand, costs, damages or expenses, including legal expenses, whatsoever which they or any of them may incur as a result of any act or failure to act in carrying out their functions other than such liability (if any) that they may incur by reason of their own actual fraud, willful default or Gross Negligence. No Indemnified Person shall be liable to the Company for any loss or damage incurred by the Company as a result (whether direct or indirect) of the carrying out of their functions unless that liability arises through the actual fraud, willful default, or Gross Negligence of such Indemnified Person. No person shall be found to have committed actual fraud, willful default, or Gross Negligence under this Article unless or until a court of competent jurisdiction shall have made a finding to that effect.

(b) The Company shall advance to each Indemnified Person reasonable attorneys' fees and other costs and expenses incurred with the defense of any action, suit, proceeding, or investigation involving such Indemnified Person for which indemnity will or could be sought. Any advance of any expenses hereunder, the Indemnified Person shall execute an undertaking to repay the advanced amount to the Company if it shall be determined by final judgment or other final adjudication that such Indemnified Person was not entitled to indemnification pursuant to this Article. If it shall be determined by a final judgment or other final adjudication that such Indemnified Person was not entitled to indemnification with respect to such judgment,

costs, or expenses, then such party shall not be indemnified with respect to such judgment, costs or expenses and any advancement shall be returned to the Company (without interest) by the Indemnified Person.

(c) The Directors, on behalf of the Company, may purchase and maintain insurance for the benefit of any Director or other officer of the Company against any liability which, by any rule of law, would otherwise attach to such person in respect of any negligence, default, breach of duty or breach of trust of which such person may be guilty in relation to the Company.

(d) Pursuant to the foregoing provisions, the Company may enter into a service or other agreement with any Director (or any entity providing one or more persons to the Company to act as Directors) upon such terms and conditions (including as to indemnification and exculpation) as the Directors shall, in their absolute discretion, determine. Any such indemnification and exculpation provisions may be specified to a standard equal to or more favorable (but not less favorable) to the Company than any standard specified in these Bylaws.

ARTICLE IV -- OFFICERS

Section 1. The executive officers of the corporation shall be chosen by the directors and shall be a President, Secretary and Chief Financial Officer. The Board of Directors may also choose one or more Vice Presidents and such other officers as it shall deem necessary. Any number of offices may be held by the same person.

Section 2. Salaries: Salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 3. Term of Office: The officers of the corporation shall hold office for one year and until their successors are chosen and qualified. Any officer or agent elected or appointed by the Board may be removed by the Board of Directors whenever in its judgment the best interest of the corporation will be served thereby.

Section 4. Founder, Chairman: The Founder, Chairman shall preside at all meetings of the management stockholders and directors; he shall see that all orders and resolutions of the Board are carried into effect, subject, however, to the right of the directors to delegate any specific powers, except such as may be by statute exclusively conferred on the Founder, Chairman, to any other officer or officers of the corporation. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation. He shall be EX-OFFICIO, a member of all committees.

Section 5. President: The President shall attend all sessions of the Board. The President shall be the Founder of the corporation; he shall have general and active management of the business of the corporation, subject, however, to the right of the directors to delegate any specific powers, except such as may be by statute exclusively conferred on the President, to any other officer or officers of the corporation. He shall have the general power and duties of supervision and management usually vested in the office of President of a corporation.

Section 6. Secretary: The Secretary shall attend all sessions of the Board and all meetings at the management stockholders and act as clerk thereof and record all the votes of the corporation and the minutes of all its transactions in a book to be kept for that purpose and shall perform as duties for all committees of the Board

of Directors when required. He shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, and under whose supervision he shall be. He shall keep in safe custody the corporate seal of the corporation, and when authorized by the Board, affix the same to any instrument requiring it.

Section 6. Chief Financial Officer: The Chief Financial Officer shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall keep the money of the corporation in separate accounts to the credit of the corporation. He shall disburse the funds of the corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Chief Financial Officer and of the financial condition of the corporation.

ARTICLE V -- VACANCIES

Section 1. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise, shall be filled by the Board of Directors. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by the directors then in office, although not less than a quorum, or by a sole remaining director. If at any time, due to death or resignation or other cause, the corporation should have no directors in office, then any officer or any management stockholder or an executor, administrator, trustee or guardian of a stockholder, or other fiduciary entrusted with like responsibility for the person or estate of stockholder, may call a special meeting of stockholders in accordance with the provisions of these By-Laws.

Section 2. Resignations Effective at Future Date: When one or more directors shall resign from the Board, effective at a future date, the directors then in office, including those who have resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

ARTICLE VI -- CORPORATE RECORDS

Section 1. Any management stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation's stock ledger, a list of its management and preferred stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such a person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in this state or at its principal place of business.

ARTICLE VII -- STOCK CERTIFICATES, DIVIDENDS, ETC.

Section 1. The management and preferred stock certificates of the corporation shall be numbered and registered in the share ledger and transfer books of the corporation as they are issued. They shall bear the corporate seal and shall be signed by the President.

Section 2. Transfers: Transfers of shares shall be made on the books of the corporation upon surrender of the certificates therefore, endorsed by the person named in the certificate or by attorney, lawfully constituted in writing. No transfer shall be made, which is inconsistent with the law.

Section 3. Lost Certificate: The corporation may issue a new certificate of stock in the place of any certificate theretofore signed by it, alleged to have been lost, stolen or destroyed, and the corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative to give the corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, 'theft or destruction of any such certificate or the issuance of such new certificate.

Section 4. Record Date: In order that the corporation may determine the management stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or the express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action.

If no record date is fixed:

(a) The record date for determining stockholders entitled to notice or to vote at a meeting of management stockholders shall be at the close of business on the day next preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

(b) The record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed.

(c) The record date for determining management and preferred stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(d) A determination of stockholders of record entitled to notice of or to vote at a meeting of management stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 5. Dividends: The Board of Directors may declare and pay dividends upon the outstanding shares of the corporation from time to time and to such extent as they deem advisable, in the manner and upon the terms and conditions provided by the statute and the Certificate of Incorporation.

Section 6. Reserves: Before payment of any dividend there may be set aside out of the net profits of the corporation such sum or sums as the directors, from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interests of the corporation, and the directors may abolish any such reserve in the manner in which it was created.

ARTICLE VIII -- MISCELLANEOUS PROVISIONS

Section 1. Checks: All checks or demands for money and notes of the corporation shall be signed by such officers or officers as the Board of Directors may from time to time designate.

Section 2. Fiscal Year: The fiscal year shall end on the last day of December and begin on the first day of January.

Section 3. Notice: Whenever written notice is required to be given to any person, it may be given to such person, either personally or by sending a copy thereof through the mail, by fax, or by telegram, charges prepaid, to his address appearing on the books of the corporation or supplied by him to the corporation. If the notice is sent by mail, fax or by telegraph, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail, faxed or with a telegraph office for transmission to such person. Such a notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting of stockholders, the general nature of the business to be transacted.

Section 4. Waiver of Notice: Whenever any written notice is required by statute, or by the Certificate or the By-Laws of this corporation a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Except in the case of a special meeting of stockholders, neither the business to be transacted at nor the purpose of the meeting need to be specified in the notice of such a meeting. Attendance of a person, either in person or by proxy, at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Section 5. Disallowed Compensation: Any payments made to an officer or employee of the corporation such as a salary, commission, bonus, interest, rent, travel, or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such officer or employee to the corporation to the full extent of such disallowance. It shall be the duty of the directors, as a Board, to enforce payment of each such amount disallowed. In lieu of payment by the officer or employee, subject to the determination of the directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the corporation has been recovered.

Section 6. Resignations: Any director or other officer may resign at any time, such resignation to be in writing, and to take effect from the time of its receipt by the corporation, unless some time is fixed in the resignation and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IX -- ANNUAL STATEMENT

Section 1. The President and Board of Directors shall present at each annual meeting a full and complete statement of the business and affairs of the corporation for the preceding year. Such a statement shall be prepared and presented in whatever manner the Board of Directors shall deem advisable and according to law.

ARTICLE X - AMENDMENTS

Section 1. These By-Laws may be amended or repealed by the vote of management stockholders entitled to cast a majority of the votes which all stockholders are entitled to cast thereon, at any regular or special meetings of the stockholders, duly convened after notice to the stockholders for that purpose.

Exhibit C

The Marketing Consultants Group, LLC's Financial Projections

In 2025, the **Marketing Consultants Group, LLC** will launch new, different, superior “advertising effective” ad mediums and begin providing demos and selling exclusive “results-proven” ad space on our **Digital Signs Advertising Networks (Remotely Managed)**, new, exclusive **Affordable Advertising Airships and Aerial Extravaganzas**, launch our new **Audio Home Tours Marketing Systems** to Realtors, new **Consumer Friendly Marketing With THE WOW FACTOR Marketing Campaigns** to Chief Marketing Officers, our new 20 book series of **HOW TO GET HIRED FAST Advanced Teaching Books and Courses** to Professionals and College Students, and our new, different **Fundraising Campaigns** to deserving Non-Profits as part of our **Next, Big, New Things In Marketing, Technology & Media's** overall strategic plan to build a worldwide media empire.

U.S. ad spending was \$515.1B in 2023. **We'll provide projections for all our Business Models upon request.**

Financial Projections – Digital Signs Advertising Networks (Remotely-Managed)

	Financial Projections	2025-2026*	2026-2027**	2027-2028***
Sales	Sales	1,620,000	2,430,000	3,240,000
	Cost of Sales	594,000	891,000	1,188,000
	Gross Profit	1,026,000	1,539,000	2,052,000
Expenses	Operating Expenses	45,000	45,000	45,000
	Interest	30,000	30,000	30,000
	Depreciation	32,400	48,600	64,800
	Amortization	0	0	0
	Total Expenses	107,400	123,600	139,800
	Operating Income	918,600	1,415,400	1,912,200
Other Income/ Expenses				
	Gain (loss) on sales of assets	0	0	0
	Other (net)	0	0	0
	Subtotal	0	0	0
	Income Before Tax	918,600	1,415,400	1,912,200
	Taxes (10%)	91,860	141,540	191,220
	Net Income	826,740	1,273,860	1,720,980
Cost of Sales	Materials	216,000	324,000	432,000
	Direct Labor	162,000	243,000	324,000
	Other Costs	216,000	324,000	432,000
	Total Cost of Sales	594,000	891,000	1,188,000

* 2025-2026 500 Digital Signs, ** 2026-2027 750 Digital Signs, *** 2027-2028 1000 Digital Signs

Because of the company's diversity of innovative results-proven advertising mediums and selling systems solutions, management's visionary thinking, sales and marketing experience, and massive virtually-untapped market opportunities, the **Marketing Consultants Group, LLC** will be well positioned to become a new media force – a potential takeover target, acquirer, or sale candidate.