CONFIDENTIAL

PRIVATE PLACEMENT MEMORANDUM

Shebaniah LLC DBA Planet Muzick Studios

Preferred and Common Stock Unit Offering Membership Interest

Amount of Offering: Indefinite

Minimum Investment: $4,000,000.00 ownership interest

This memorandum of terms summarizes the principal terms of a proposed financing of Shebaniah LLC, a Alabama limited liability company. It is subject to change and is qualified by the terms of the final financing documents. If there is a conflict of inconsistency between this memorandum and the financing documents, the terms of the financing documents will govern.

The Company: Shebaniah LLC, a Alabama limited liability company (the "company")

Purpose: To produce, finance, and distribute various world-wide films and online streaming television projects.

Managers and Members: Shebaniah LLC shall be managed by a single manager, who initially shall be Tiffany P. Sturdivant. The existing member of Shebaniah LLC (who will hold the units of **Class "B"** limited liability company membership interest in Shebaniah LLC at the closing of the offering. Shebaniah LLC, is a Alabama limited liability company. As of the date hereof, Shebaniah LLC owns 100% of the **Class B units**. The sole member and manager of Shebaniah LLC, DBA Planet Muzick Studios is Tiffany P. Sturdivant.

Securities Offered: Up to 120,000,000 units of Class A limited liability Shebaniah LLC company membership interest (**"Class A").**

Price Per Unit: $100.00; minimum investment of $4,000,000.00 (Class D Units), subject to the manager's discretion.

Aggregate Capital: Maximum $3,500,000,000.00

Post-Financing Capitalization: If all of the Class A Units are sold, the company's capitalization on a fully diluted basis is expected to be as follows upon completion of the offering.

Units	Number of Percent	1 of Units
Class B Units	500,000,000	40%
Class A Units	120,000,000	30%
Class C Units (Employee Pool)	1,000,000	10%
Class D Units	800,000	20%
Total	**625,800,000**	**100%**

Initial Closing: The initial closing shall occur on or before June 30, **2020** or such later date as determined by the Manager. Following the initial closing, the Company may conduct one or more subsequent closings until the date on which the Company has accepted subscriptions for Class A Units and Class D Units in the aggregate amount of $1,200,000,000.00 **(the "Initial Offering Amount")**, Subscriptions received after the sale of the initial offering amount will be held in a segregated and released to the Company on the date of the Company has received subscriptions in the aggregate amount of $3,500,000,000.00 (**the "Final Closing").** The Fiscal Closing shall occur by December 31, 2021, subject to the Manager's right to extend the offering. The Manager and the Class B Member may purchase Class A units.

Employees, Officers, and Consultants Class C Units: Following the initial closing, the Company shall have an unallocated pool of 1,000,000 units of Class C limited liability company membership interest ("Class C Units") representing 10% of the fully diluted units of limited liability company membership interest outstanding after the closing of the offering for issuance to managers, officers, employees, and consultants of the Company.

Management: The Company will be managed by a single Manager, who shall be Tiffany P. Sturdivant. The Manager may only be removed as a manager for gross negligence, willful misconduct, or fraud upon the vote of a majority –in-interest of the Members. The Manager shall appoint officers of the Company or retain professionals who will be responsible for the day to day management and operation of the Company.

Compensation of the Manager: The Manager may receive compensation, including bonuses and other benefits, in connection with management of the Company, other than distribution to the Manager in respect of the Manager's status as a Member, if applicable. The Manager's compensation shall be approved by the holders of a majority of then outstanding Class A Units, Class C Units, and Class D Units, voting together as a single class. The initial Manager, Tiffany P. Sturdivant, will receive approximately $1,000,000.00 per month as compensation in connection with management of the Company, and may receive bonuses and other benefits. The officers of the Company will receive salaries for their services of the Company. The Company may issue the Manager and the officers of the Company Class C Units in connection with their services to the Company.

The Company's profits, loses, gains, deductions and credits will be allocated as follows:

Allocation of Profits, Losses, Gains, and Deductions: First, 100% to the Preferred Class A Members who invested the first $1,200,000,000.00 (the "Initial Class A Members"), in the proportion that each such Initial Class A Member's unreturned capital with respect to Class A Units bears to the aggregate amount of unreturned capital with respect to the Class A Units held by all Initial Class A Members, until such Initial Class A Members shall have received a 30% cumulative preferred return in respect of their unreturned capital; the first Preferred Class A Members will receive a fixed $15,000,000.00 of net revenues from films projects until you recoup your initial investment, plus 5%. After you have recouped your initial investment plus 5% R.O.I., net profits will be distributed accordingly between Class "A", Class "B", Class "C" shareholders, and for one film project investors Class "D" Units.

Second, 100% to the Initial Class A Members, in the proportion that each such Initial Class A Member's unreturned capital with respect to Class A Units bears to the aggregate amount of unreturned capital with respect to Class A Units held by all Initial Class A Members, until such Initial Class A Members shall have received an amount equal to their unreturned capital.

Third, 100% to the Class A Members other than the Initial Class A Members (the "Remaining Class A Members"), who invested the remaining $1,200,000,000.00 in the proportion that each such Remaining Class A Member's unreturned capital with respect to Class A Units held by all Remaining Class A Members, until such Remaining Class A Members shall have received a 30% cumulative preferred return in respect of their unreturned capital.

Fourth, 100 to the Remaining Class A Members, in the proportion that each such Remaining Class A Member's unreturned capital with respect to the Class A Units bears to the aggregate amount of unreturned capital with respect to the Class A Units held by all Remaining Class A Members, until the Remaining Class A Members shall have received an amount equal to their unreturned capital; and

Fifth, to the Class A Members, Class B Members, Class C Members, and Class D Holders ratably based upon the percentage interest represented by the number of outstanding Class A Units, Class B Units, Class C Units, and Class D Units respectively, held by each Class A Member, Class B Member, Class C Holder, and Class D holder, to the aggregate of Class A Units, Class B Units and Class C Units outstanding.

Distributions of Net Operating Cash:

Mandatory Distributions: The Manager shall distribute an amount of net operating cash not later than 90 days after the end of the each fiscal year to the members to pay their respective income tax liability (or a reasonable estimate thereof) resulting from tax allocations of income, gain, loss, deduction and credit, reasonably estimated to pay such tax liability.

Other Distributions: To the extent that there is net operating cash available for distribution (after taking into account any mandatory distributions), it shall be distributed monthly in the

same manner as profits, losses, gains, deductions, and credits are allocated to the Members. Net operating cash generally will not be distributed to any Member to the extent that the distribution would create or increase a negative Capital Account for Member until no Member has a positive Capital Account.

Liquidation: Proceeds from the sale of the assets of the Company (after payment or reserve for all liabilities of the Company) will be distributed to the Members in proportion to the positive balance in their Capital Accounts (as maintained for tax purposes). In general, the Capital Account of any Member will be increased by the amount of cash and the fair market value of any property contributed by such Member to –the Company (net of any associated liabilities), the amount of Company liabilities assumed by the Member and allocations to the Member of Company income and gain (including tax-exempt income). The Capital Account of any Member generally will be decreased by the amount of cash and the fair market value of any property distributed to the Member of the Company (net of associated liabilities) and allocations to the Member of Company loss, deductible, and non-deductible expenditures. Unrealized appreciations and depreciation of the assets of the Company will be reflected in the Members' Capital Accounts prior to the liquidation of the Company.

Company Expenses: The Company will pay all expenses of the Company, including without limitation, fees and costs of organizing and syndicating the Company, normal operating expenses, including direct expenses of the Manager incurred in management of the Company; all consulting accounting and legal fees and expenses relating to the Company's business insurance and extraordinary expenses.

Transfers of Class A Units: The transfer of a Member's Class A Units shall require the consent of the Manager, except for permitted transfers to related parties (entities controlled by or under common control with a Member). No transfer shall be permitted which would have a negative effect on the Company, violate federal or state securities laws or result in a termination of the Company for tax purposes.

Amendment of Operating Agreement: Amendment of the Company's Operating Agreement will require the consent of a majority-in-interest of the Class A Members, Class B Members, and Class D Members, voting together as a single class; provided however, that any provision of the Operating Agreement which would materially adversely affect the interests and rights of the Class B Members will also require the affirmative vote of the holders of a majority of the outstanding Class B Units.

Reports: The Members will be entitled to receive unaudited financial statements and tax return information within 90 days after each fiscal income tax laws.

Fiscal Year: December 31st, or such other date as may be required under United States federal income tax laws.

Considerations For Tax Exempt Investors: Any tax exempt investor, in particular pension plans or individual retirement accounts, may have to recognize some or all of its allocable share of Company income as taxable income, notwithstanding its otherwise tax-exempt status. Tax exempt investors are strongly urged to consult with their own tax advisor before investing in the Company.

Tax Advice: Internal Revenue Service regulations generally provide that, for the purpose of avoiding federal tax penalties a taxpayer may rely only on formal written advice meeting specific requirements. The tax advice in this document does not meet those requirements. Accordingly, the tax advice was not intended or written to be used, and it cannot be used, for the purpose of avoiding federal tax penalties that may be imposed on Members. Further, the tax advice in this document was written to support the promotion or marketing of the transaction or matter discussed herein. Any person reading the tax advice should seek advice based on his, her or its particular circumstances from an independent tax advisor.

Private Placement Restricted Securities: Class A and Class D Units will be sold pursuant to the exemption from registration in Rule 506 (c) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"). Accordingly, Class A Units and Class D Units will not be registered under the Securities Act or the securities laws of any state and, accordingly, will be restricted securities and cannot be transferred, sold hypothecated, assigned or otherwise disposed of unless the Class A Units and Class D Units are registered under the Securities Act and applicable state securities laws or an exemption from such registration is available.

Confidentiality: The information in this term sheet is confidential and proprietary to the Company and may not be disseminated, disclosed or used by any person without the written consent of the Manager, Notwithstanding anything herein to the contrary and except as reasonably necessary to comply with any applicable federal and state securities laws, prospective investors (and each employee, representative, or other agent of a prospective (investor) may disclose to any and all persons, without limitation of any kind, the U.S. federal and state income tax treatment and tax structure of the transaction and all materials of any kind (including opinions or other tax analysis that are provided to prospective investors relating to such U.S. federal and state income tax treatment and tax structure. For the purpose, "tax structure" is any fact that may be relevant to understanding the U.S. federal or state income tax treatment of the transaction.

INSTRUCTIONS FOR SUBSCRIPTION DOCUMENTS

Subscription Documents

Shebaniah LLC

a Alabama limited liability company

Units of Class A and D Limited Liability Membership Interest

$3,500,000,000.00 Maximum; Indefinite

$100.00 per Unit of Class A and D Limited Liability Company Membership Interest

Minimum Investment of $4,000,000.00

April 27, 2019

DIRECTION FOR COMPLETION OF THE SUBSCRIPTION DOCUMENTS

This booklet of subscription documents relates to the private offering of up to 120,000,000 of units of Class A and 400,000 of Class D limited liability company membership interest of (the "Class A Units") and (the "Class D Units") by Shebaniah LLC, a Alabama limited liability company (the "Company"). Delivery of this booklet to anyone other than the person named on the front cover in unauthorized, and any reproduction or circulation of this booklet, in whole or in part, is prohibited.

Prospective investors must complete all of the subscription documents contained in this booklet in the manner described below. For purposes of these subscription documents, the "Investor" is the person for whose account Class A Units or Class D Units are being purchased. Another person with investment authority may execute the subscription documents on behalf of the Investor, but should indicate the capacity in which such person is doing so and the name of the Investor.

1. Subscription Agreement:

a. Fill in the number of Class A Units or Class D units subscribed for the total amount of the investment. For example, if the amount of the desired investment is $20,000,000.00 the number of Class D units purchased would be the total amount of the investment which will be 200,000 Class D Units.

b. Date, print the name of the Investor and sign (and print name, capacity, and title, if applicable). The subscription Agreement must be signed in the presence of a notary

public. The notary public should complete and sign the appropriate acknowledgement form (making any changes to reflect the Investor's particular circumstances.)

2. Investor Questionnaire:
   a. In Section 1, each investor should fill in the Investor's name, address, email address, tax identification or social security number and telephone and facsimile numbers.
   b. Each Investor who qualifies as an accredited investor should place a check in the appropriate space(s) in Section 2 which are next to the categories under which the Investor qualifies as an accredited investor.
   c. Each Investor should respond to the questions in Section 3. Entity investors should complete the information in Section A and individual investor should complete the information in Section B.
   d. Each Investor should respond to the questions in Section 4.
   e. The Investor Questionnaire is included herewith as Exhibit C to the Subscription Agreement.
3. Form W-9
   Each Investor should complete, sign and date the Form W-9 contained in this booklet in accordance with the instructions to the Form.
4. Evidence of Authorization:
   For corporations:
   Investors which are corporations must submit certified corporate resolution authorizing the subscription and identifying the corporate officer empowered to sign the Subscription Documents (as defined below).
   For partnerships:
   Partnerships must submit a certified copy of the partnership certificate (in the caste of limited partnerships) or partnerships agreement identifying the general partners.
   For limited liability company:
   Limited liability companies must submit a copy of their operating agreement identifying the manager or managing member, as applicable.
   For trusts:
   Trusts must submit a copy of the trust agreement.
5. **Delivery of Subscription Documents:**
   A completed and signed copy of the Subscription Agreement and Form W-9, a completed investor Questionnaire, any required evidence of authorization (collectively, the ("Subscription Documents") and payment for the Class A Units to be purchased should be delivered to the Company at the following address.
   Shebaniah LLC
   1448 Heron Drive
   Birmingham, Al 35214
   Attention: Tiffany Sturdivant, Manager
   Email: planetmuzick@gmail.com

Inquiries regarding subscription proceedings, the Company or the offering of Class A Units or Class D Units should be directed to Tiffany Sturdivant, (205) 821-9606, at Shebaniah LLC.

If the Investor's subscription is accepted by the Company, a fully executed copy of the Subscription Agreement and the Amended and Restated Limited Liability Company Operating Agreement (the "Operating Agreement"), together with copies of all other Subscription Documents will be delivered to Investor.

No subscription will be accepted that does not include (a) a signed and notarized subscription agreement, (b) a completed Investor Questionnaire, (c) a completed and signed Form W-9, and (d) payment of the purchase price of the Class A Unit or Class D Unit to be purchased. The company reserves the right, in its sole discretion, to reject any subscription if it believes the prospective investor does not meet the qualification for an investment in Class A Units or Class D Units, or for any other reason.

The initial closing shall occur on or before June 30, 2020, or such date as determined by the Company's manager (the "Initial Closing"). Following the Initial Closing, the Company may conduct one or more subsequent closings until the date on which the Company has accepted subscriptions for Class A Units or Class D Units in the aggregate amount of $1,200,000,000.00**(the "Initial Offering Amount").** Subscriptions received after the sale of the Initial Offering Amount will be held in a segregated account and released to the Company on the date the Company has received subscriptions in the aggregate amount of $130,000,000,000.00 **(the "Final Closing").** The Final Closing shall occur by December 31, 2021, subject to the right of the Company's manager to extend the offering. If the Investor's subscription is not accepted by the Company, the Investor's funds shall be returned, without interest or deduction, to the Investor.

The Securities being offered have not been registered under the Securities Act of 1933, as amended (The "Securities Act"), or the Securities Laws of any state and are being offered and sold in reliance on exemption from the registration requirements of the Securities Act and such Laws. The units of Class A and Class D Limited Liability Company Membership Interest ("Class A Units") ("Class D Units") are subject to restriction on transferability and resale and may not be transferred or exemption there from. The Class A Units and Class D Units have not been approved or disapproved by the Securities and Exchange Commission, any state Securities Commission or any other regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of the information contained herein. Any representation to the contrary is unlawful.

Each prospective investor must comply with all applicable laws and regulation in force in any jurisdiction in which such investor purchases, offers or sells the Class A Units and

must obtain any consent, approval or permission required by the investor for the purchase, offer or sale by the investor of the Class A Units or Class D Units under the laws and regulations in force in any jurisdiction to which the investor is subject or in which the investor makes such purchases, offers or re-sales, and the Company shall not have any responsibility therefore.

Certain information contained in these Subscription Documents is confidential and proprietary to the Company and is being submitted to prospective investors solely for such investor's confidential use with the express understanding that, without prior express permission of the Company, such person will not release these Subscription Documents or discuss the information contained herein or make reproduction of or use these Subscription Documents for any purpose other than evaluating a potential investment in Class A Units or Class D Units. These Subscription Documents may not be reproduced, in whole or in part, and are accepted with the understanding that they will be returned if the offeree does not purchase the Securities offered hereby.

The offering of Class A Units and Class D Units are subject to withdrawal, cancellation or modification by the Company without notice and the Company reserves the right, in its sole discretion, to reject any Subscription in whole or in part for any reason or to allot to any subscriber less than the number of Class A Units or Class D Units subscribed for.

The offering price of the Class A Units and Class D Units has been determined by the Company and does not necessarily bear any relationship to the assets, book value or potential earnings of the Company or any other recognized criteria of value.

These Subscriptions Documents should be read in conjunction with the exhibits hereto, including the investment consideration and risk factors contained therein.

Each offeree may, if the offeree so desires, make inquiries of the Company with respect to the Company's business or any other matter relating to the Company and any investment in the Securities thereof, and may obtain any additional information which such person deems to be necessary in connection with making an investment decision in order to verify the accuracy of the information contained in these Subscription Documents (to the extent that Company possesses such information or can acquire it without unreasonable effort or expense). In connection with such inquiry, any documents which any offeree wishes to review will be made available for inspection and copying or provided, upon request, subject to the offeree's agreement to maintain such information in confidence and to return the same to the Company if the offeree does not purchase the Securities offered hereunder.

No person other than as provided for herein has been authorized to give any information or to make any representations other than those contained in these Subscription Documents in connection with the offer being made hereby, and, if given or made, such information or representation must not be relied upon as having been authorized by the Company.

These Subscription Documents do not constitute an offer to sell or the solicitation of an offer to buy any Securities other than the Securities offered hereby, nor do they constitute an offer to sell or a solicitation of an offer to buy such Securities by anyone in any jurisdiction in which such offer or solicitation is not authorized, or in which he person making such an offer or solicitation is not qualified to do so.

Prospective investors are not to construe the contents of these Subscription Documents as legal investment or tax advice. Each prospective investor should consult his, her or its own advisors as to legal, investment, tax and related matters concerning an investment by such prospective investor in the Company.

The statements contained herein are based on information believed by the Company to be reliable. No warranty can be made as to the accuracy of such information or that circumstances have not been changed since the date such information or that circumstances have not been changed since the date such information was supplied. These subscription documents contain references to and summaries of certain provisions of documents relating to the purchase of Class A Units and Class D Units. Such references and summaries do not purport to be complete and are qualified in their entirety by reference to the text of the original documents, which are available upon request.

It is the responsibility of any persons wishing to purchase Class A Units or Class D Units to satisfy himself or herself as to the full observation of the Laws of any relevant territory outside the United States in connection with any such purchase, including obtaining any required governmental or other consent or observing any other applicable formalities.

NASAA UNIFORM LEGEND

In making investment decisions investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. The 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 these Subscription Documents. Any representation to the contrary is a criminal offense. These Securities are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act of 1933, as amended, and the applicable State

Securities Laws, pursuant to registration or exemption there from. Investors should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time.

FOR RESIDENTS OF FLORIDA
The Florida department of Banking and Finance has not reviewed this offering or those Subscription Documents and the Securities offered hereby have not been registered under the Florida securities and Investor Protection Act. Unless the Securities offered hereby are registered, they may not be resold or transferred except in a transaction which is exempt under that ACT.

Pursuant to Section 517.061 (11) (A) of the Florida Securities and Investor Protection Act, where sales are made to five or more persons in Florida. Florida investors have a three day right of withdrawal of acceptance. If you have executed a Subscription Agreement, you may elect, within three business days after the delivery by you of any consideration for the Securities, to withdraw from your Subscription Agreement. Your withdrawal will be without any further liability to you. To accomplish such withdrawal, you need only telephone or send a notice (within such time period) to:
Shebaniah LLC
1448 Heron Drive
Birmingham, Al 35214
Attention: Tiffany P. Sturdivant, Manager
Telephone: (205) 821-9606
Email: planetmuzick@gmail.com
SHOULD YOU MAKE THIS REQUEST ORALLY YOU MUST ALSO SEND A WRITTEN CONFIRMATION OF YOUR REQUEST.

Shebaniah LLC,
a Alabama limited liability company

INVESTOR QUESTIONNAIRE

Investor Questionnaire

All information furnished is for the sole of Shebaniah LLC, a Alabama Limited Liability Company (the "Company"), and its counsel and will be held in confidence by such parties, except that this questionnaire may be furnished to such other parties as the Company and its counsel deem necessary to establish compliance with Federal and State Securities Laws or to the extent required by Law.

Investor Information (Please Print):

Name_____

Street Address _____

City_____ State _____ Zip _____

Country:_____

Social Security Number:_____

Telephone Number (Daytime) _____ Cell _____

Signature: _____

Date: _____

State and Country of Residency _____

Check Type of Ownership:

Individual _____

Joint Tenants (all parties must sign) ____

Community Property (spouse must sign) ____

Tenants – in-Common (all parties must sign)____

Other: _____

Print Name(s) of Spouse, Joint Tenant(s), or Tenant(s) – in-common:

_____

Signature(s) of Spouse, Joint Tenant(s), or Tenant(s) – in-common:

_____

Date: _____

Social Security Number (s):

Professional Advisor (if applicable)

_____

Signature

_____

Print Name

_____

Telephone Number

_____

Social Security Number or Tax ID or Registration #

For Corporate, Partnership, Limited Liability Company, Trust or Other Entity Investors

(Please Print)

_____

Mailing Address

_____

City State or Territory, Zip

_____

Country

Name of Investor: _____

Street Address _____

City _____ State _____ Territory, Zip _____

Country _____

Taxpayer ID Number _____

Telephone Number (daytime) _____ Cell _____

Name of Authorized Signatory _____

Authorized Signatory Signature _____

Date: _____

Check Type of Ownership:

Corporation _____

Partnership _____

Limited Liability Company _____

Trust or Pension Plan _____

Other _____

2. Accredited Investor Status. To determine "accredited investor" status for the purpose of the offering of units of Class Units an Class D Units limited liability company membership interest ("Class A Units", "Class D Units"), indicate by initialing in the space provided if the undersigned is:

For individuals:

(A)_____

A natural person with individual net worth (or joint net worth with spouse) in excess of $1,000,000.00. For purpose of this item, "net worth" means the excess of total assets at fair market value, including home, home furnishings and automobiles (and including property owned by a spouse), over total liabilities.

(B)_____

A natural person with individual income (without including any income of the investor's spouse) in excess of $200,000.00, or joint income with spouse of $300,000.00 in each of the two most recent years and who reasonably expects to reach the same income level in the current year.

For entities:

(C)_____
(D)_____
(E)_____
(F)_____
(G)_____
(H)_____
(I)_____
(J)_____
(K)_____
(L)_____

An entity, including a grantor trust, in which all of the equity owners are accredited investors (for this purpose, a beneficiary of a trust is not a equity owner, but the grantor of a grantor trust is an equity owner).

A bank as defined is Section 3 (a)(2) of the Securities Act of 1933 or any savings and loan association or other institution as defined in Section 3 (a) (5) (A) of the Securities Act of 1933, whether acting in its individual or fiduciary capacity.

An insurance company as defined in Section 2 (3) of the Securities Act of 1933.

A broker –dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934.

An investment company registered under the Investment Company Act of 1940.

A business development company as defined in Section 2 (a) (48) of the Investment Company Act of 1940. A small business investment company licensed by the Small Business Administration under Section 301 (c) or (d) of the Small Business Investment Act of 1958.

A private business development company as defined in Section 202 (a) (22) of the Investment Advisers Act of 1940.

An organization described in Section 501 (c) (3) of the Internal Revenue Code, a corporation, Massachusetts or similar business trust or partnership, not formed for the specific purpose of acquiring Class A Units, with total assets in excess of $5,000,000.00

A trust with total assets of $5,000,000.00 not formed for the specific purpose of acquiring the Class A Units, whose purchase is directed by a person with such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Class A Units.

An employee benefit plan within the meaning of ERISA if the decision to invest in the Class A Units is made by a plan fiduciary, as defined in Section 3 (21) of

M_____

ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000.00 or, if a self-directed plan, with investments decisions made solely by persons that are accredited investors.

A 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 the plan has total assets in excess of $5,000,000.00.

3. Representation as to Residence. To verify the residence of prospective investors and to obtain a written representation from each as to its legal residence, please complete the following:

A.

For Entities:

Form of Entity (e.g., corporation, partnership, limited liability company, trust, etc.)

_____

Organized under the laws of:

_____

Address of principal office: _____

Addresses of any other offices: _____

Has the investing entity been organized for the specific purpose of acquiring securities of Shebaniah LLC? _____

For Individuals:

The undersigned is a bona fide resident of the States of _____ and has been for _____ years.

The undersigned ___does _____ does not maintain a residence at any location other than that indicated above at item 1 (b). If so,where? _____

The undersigned has filed a State of _____ income Tax Return as an in-state resident for the last _____years.

The undersigned is registered to vote in _____ (city)

County_____ State _____

4. Business and Investment Background and Experience. The business and investment background and experience of the undersigned, or the business and investment background and experience of those individuals responsible for making investment decisions on behalf of the undersigned, if the undersigned is an entity, are as follows:

Name and address of current employer _____

Nature of employment_____

If self-employed, nature of business _____

Educational degrees received _____

Training or experience in financial or business matters? yes ___ no ____

If yes please give details:

_____

_____

_____

Professional licenses or registrations _____

Bar admissions _____

Accounting certifications _____

Broker-dealer registration _____

Investment Advisor registration _____

Securities analyst certification _____

Other _____

INVESTMENT CONSIDERATIONS

& RISK FACTORS

INVESTMENT CONSIDERATIONS AND RISK FACTORS

An investment in the Class A Units and Class D Units are subject to a high degree of risk and is suitable only for sophisticated investors that fully understand that risk and are prepared to bear that risk for an indefinite period of time and are able to withstand a total loss of their investment. The investment considerations and risk factors described below summarizes some of the material risk inherent in the offering of the Class A Units and Class D Units. These investment Considerations and Risk Factors are not presented in any particular order of significance. Prospective investors should carefully consider the following factors, among others, in making their investment decisions.

Forward-Looking Statements

The documents and materials provided by the Company in connection with the sale and issuance of the Class A Units and Class D Units, including, but not limited to, the Company's business plan and projections, contain certain forward-looking statements that involves risks and uncertainties. These statements relate to the Company's future plans, objectives, expectations, forecasts, and inventions, and the assumptions underlying or relating to any of these statements. These statements may be identified by the use of the words such as "experts, " "anticipates," "intends," "estimates," "believes," "projects," and "plans," and similar expressions. The Company's actual results could differ materially from those discussed in these statements. Factors that could contribute to such differences include, but are not limited to, those discussed in these Investment Considerations and Risk Factors.

Risks Related to the Offering of Class A Units and Class D Units

There will be multiple closings in the offerings that will increase the risk that an early investor will lose their entire investment. But we are trying to at least offer a fixed repayment amount to early investors per a film.

The Company was formed for the purpose of acquiring real estate for our studios, developing and distributing 81 films. The initial closing of the offering (the "Initial Closing") will occur upon the Company's acceptance of subscription Class A Units and Class D Units. Thereafter, the Company plans to conduct additional closings as Class A Units and Class D Units are sold in the offerings until the Company has accepted subscriptions for Class A Units and Class D Units in the aggregate amount of $1,200,000,000.00 (the "Initial Offering Amount"). Subscriptions

received after the sale of the Initial Offering amount will be held in a segregated account and released to the Company on the date the Company has received in a segregated account and released to the Company on the date the Company has received subscriptions in the aggregate amount of **$130,000,000,000.00 (the "Final Closing").** The Company believes that the Initial Offering Amount will only be sufficient to cover certain administrative expenses of the Company and development costs of the first five (5) films. The Company estimates that it will require at least an additional $1,000,000.00 for marketing of the films and to cover expenses in connection with making arrangement for the distribution of the films with a third party. Therefore, the Initial Offering Amount is not sufficient to fully implement the Company's business plan. No assurance can be given that any additional proceeds from the offering Class A Units and Class D Units will be raised after the Initial Offering Amount is raised to keep the Company and its business plan from failing. If adequate funds are not raised after closing of the Initial Offering Amount, the Company will not be able to implement its business plan and investors who have purchased Class A Units and Class D Units could lose their entire investment.

The Company has limited capitalization and will require additional financing after the offering of Class A Units and Class D Units, which may not be available.

The Company requires that net proceeds from the sale of the maximum number of Class A Units and Class D Units offered to fund the acquisition of real estate and to fund development, production film costs, and fund costs in connection with identifying a third party distributor to distribute the film. The Company believes, based on the Company's currently proposed plans assumptions relating to its operations, that the maximum proceeds from the offering will be sufficient to satisfy the Company's contemplated cash requirements for development and production of the film. However, no assurance can be given that the Company will not require additional cash in the near future. If the Company's plans change or the assumptions upon which management's belief is based change or prove to be inaccurate, or if the proceeds of the offerings Class A Units and Class D Units are insufficient to fund the Company's business plan (due to unanticipated expenses or difficulties), the Company may be required to seek satisfactory terms and conditions, the Company may be forced to curtail its plans or operations. The Company's ability to obtain such additional financing will depend upon a number of factors, many of which are beyond its control. The Company has no current arrangements with respect to, or sources of, financing other than the proposed sale of Class A Units and Class D Units. Should the Company be unable to raise additional financing investors could lose their entire investment.

The Company's assumptions concerning future operations may not be realized.

Any operating and financial information contained in the projected financial data have been prepared by management of the Company based upon its goals and objectives for the future performance and various assumptions concerning future phenomena. In addition, the Company's projected results are dependent on the successful implementation of the Company's business

plan and strategies and are based on hypothetical assumptions and events over which the Company business plan and strategies are based on hypothetical assumptions and events over which the Company has only partial or no control. While management believes that its goals and objectives are reasonable and achievable, no assurance can be given that they will be realized. The Company does not currently have any contractual agreements that can provide assurances with respect to projected revenues. The selection of assumptions underlying the projected information required the exercise of judgment and represent the opinions and beliefs of, the Company's management. Others may have different opinions and beliefs. In addition, the projections and underlying assumptions have not been compiled, reviewed or examined by any independent public accountants and were not prepared with a view to public disclosure or compliance with published guidelines of the Securities and Exchange Commission or with the guidelines established by the American Institute of Certified Public Accountants regarding projections. Such as review could result in changes to the assumptions underlying the projected financial data. Moreover, the Company's projections are subject to uncertainty due to the effects that economic, legislative, political or other changes may have on the future events. Changes in the facts or circumstances underlying such assumptions could materially and adversely affect the projections. To the extent assumed events do not materialize; actual results may vary substantially from the projected results. As a result, no assurance can be given that the Company will achieve the operating or financial results set forth in its financial projections and, accordingly, investors are cautioned about placing undue reliance thereon.

There is no private or public market for the Class A Units and the transferability of such Class A Units restricted.

The Class A Units have no private or public market, and the Company cannot be sure that one will develop in the foreseeable future, or if one develops, that it will be maintained. The Class A Units are offered and sold pursuant to one or more exemptions from registration under the Securities Act of 1933, as amended (the "Securities Act"), and without qualification or registration under the securities laws of the various states. Consequently, the Class A Units are subject to significant restrictions on transferability.

There are restrictions on the transfer of the Class A Units and investors may have to hold their Class A Units for an indefinite period of time.

The Class A Units have not been and will not be registered with the Securities and Exchange Commission under the Securities Act or registered or qualified with any state or territorial securities regulatory agency. If the Company does not register the securities, investors will not be able to sell, transfer or otherwise dispose of these securities, even if a public market develops for the securities, unless the disposition is exempt from registration under federal and any applicable state securities laws. The Company cannot guarantee that any exemption from registration or qualification will be available subsequent to the offering of Class A Units.

Rule 144 ("Rule 144") adopted by the Securities and Exchange Commission, promulgated under the Securities Act permits certain limited public resales of securities acquired in a nonpublic offering, subject to the satisfaction of certain conditions, including, among other things: the availability of certain current public information about the issuer, the sale being through a broker in an unsolicited "broker's transaction" and the amount of securities being sold during any three month period not exceeding specified limitations. Rule 144 is not presently available and may never be available to exempt the sale of the Class A Units from the registration requirements of the Securities Act. Therefore, at the time investors may wish to sell the Class A Units there will likely be no public market upon which to make such a sale, and that, even if such a public market exists for the Company's Class A Units, the Company may not be satisfying the current public information requirement of Rule 144 or other conditions under Rule 144 which are required of the Company. As result, investors will be precluded from selling the securities under Rule 144 and may have to hold the securities for an indefinite period.

Management will have broad discretion as to the use of the proceeds from the offering of Class A Units and Class D Units and may not use the proceeds effectively.

The Company's management will have broad discretion as to the use of the net proceeds from the offering of Class A Units. Investors will be relying on the judgment of the Company's management regarding the application of the proceeds, and the Company may not be able to invest the proceeds to yield a significant return. The Company's management has made only preliminary determinations as to the amount of net proceeds to be used based on its current expectations regarding the Company's financial performance and business needs over the foreseeable future. These expectations may prove to be inaccurate, as the Company's financial performance may differ from management's current expectations or the Company's business needs may change as its business and the industry its addresses evolve. As a result, the proceeds received by the Company in the offering of Class A Units may be used in a manner significantly different from the Company's current plans.

Shebaniah LLC, the holder of all the Company's outstanding Class B Units of limited liability company membership interest, will own a majority of the Company's equity following the offering and the concentration of ownership will allow such member to determine all matters requiring member approval.

Shebaniah LLC, a Alabama limited liability company ("Shebaniah LLC") and the holder of all of the Class B Units of limited liability company membership interest in the Company, currently owns 100% of the Company's outstanding membership interests. If the maximum offering amount of $1,200,000,000.00 of Class A Units is raised, Shebaniah LLC will own approximately 50% of the Company's membership interests. If less than the maximum number of Class A Units is sold, Shebaniah LLC will own more than 40% of the voting control of the Company following

the offering. Under the Company's Operating Agreement, the affirmative vote or written consent of a majority in interest of the Company's members is required for approval of matters submitted to a vote of the Company's members. Accordingly, Shebaniah LLC will be able to determine all matters requiring approval of the members of the Company. The manager of Shebaniah LLC DBA Planet Muzick Studios/Planet Muzick USA Media is Tiffany Sturdivant.

The price of the Class A Units and Class D Units was determined by the Company and may not be indicative of the value of the Company or such Class A Units.

The price of the Class A Units and Class D Units was determined by the Company and does not necessarily bear any relationship to the assets, book value, net worth, current or anticipated revenue, cash flow, earnings or equity of the Company, or any other recognized criteria of market value, and may not be indicative of the value of the Class A Units, Class D Units or the price that may be realized upon disposition of the Class A Units and or Class D Units.

The Company does not initially intend to make cash distributions and the Company may never distribute cash from operations.

Initially, except for mandatory distributions to cover the estimated tax liability of members related to allocation of items of profits, losses, gains, deductions and credits, it is expected that the Company will retain virtually all cash to fund its business plans. Future distributions of cash will be made at the discretion of the Company's Manager and will depend on, among other things, the capital needed to satisfy current and projected business obligations and opportunities, as well as any applicable contractual and regulatory requirements. No assurance can be given that the operations of the Company will generate sufficient revenues to enable the Company to operate at profitable levels or to generate positive cash flow sufficient to enable the Company's Manager to distribute cash from operations to members.

Risks Related to the Company's Business and Financial Condition

The Company is a newly formed company and has a limited operating history upon which investors can evaluate the Company.

The Company was recently formed for the purpose of acquiring real estate for studios, developing, producing, financing, and distributing films and has not yet commenced operations. Accordingly, the Company has a no operating history on which prospective investors may evaluate the Company's business and prospects. The Company has no revenues and requires the net proceeds from the sale of Class A Units and Class D Units to fund certain development and production Film costs, and to fund costs in connection with identifying a third party distributor to distribute the Films. Until the sale or other disposition of the Company's rights in the Films, the sale of sponsorships or the commencement of the Film's distributions, the Company will derive no revenues. The Company is unable to predict the timing or amount of receipts, if any, to be derived by the Company from licensing the Film. If and when production of the Films

commences, no assurance can be given that the Films that will receive market acceptance if and when produced, or that the amount raised through the offering of Class A Units, and or Class D Units or any subsequent financings will be sufficient to develop, produce and distribute the Films. The Company faces all of the risks inherent in a new business, including the expenses, difficulties, complications and delays frequently encountered in connection with the formation and commencement of operations, the production and distribution of a film, and the competitive environment in which the Company intends to operate. The Company may not address successfully any of these risks. If the Company does not address successfully these risks, the Company's business would be seriously harmed.

The Company's success depends on the successful production and distribution of multiple films and the Company is unable to diversify its investment to reduce its risk of failure.

The Films listed will be the only films that the Company produces. No assurance can be given that the Company's management team will be able to successfully develop, produce and make arrangements for the foreign distribution of the Films. Because the Company has multiple films in our asset, our Films, are more vulnerable to unanticipated occurrences than a more diversified business. The development, production, completion and distribution of each Film is subject to numerous uncertainties, including financing requirements, personnel availability and the release schedule of competing films. There may be additional problems which could adversely affect the Company's profitability, including (without limitation) public taste, which is unpredictable and susceptible to change; competition for theaters; competition with other films, motion pictures and other leisure activities; advertising costs; uncertainty with respect to release dates; and the failure of other parties to fulfill their contractual obligations and other contingencies. No assurance can be given that the Company will be able to successfully develop, produce, distribute, or realize any revenue from the Film. Failure to develop, produce, distribute or realize any such revenues will have a material adverse effect on the Company's business, operating results and financial condition.

The Company has no operating experience in the film industry.

Although the Company has hired personnel **that have experience** in the production of films, past experience is no indication of future success or the possible success of the Film. Furthermore, the Company has entered into employment or consulting arrangements with persons to be associated with the Film industry. Most of our personnel have 7+ years experience in the film industry. The failure to retain one or more of the key persons needed to produce our films may have an adverse effect on the development and production of the Film and on the business and financial condition of the Company.

The Company may not obtain a completion bond for the Film.

Because each Film's production budget is expected to be significantly larger than that of a typical independent film, the Company may not obtain a completion bond for the Films. If the Company does not obtain a completion bond, the Company will be at risk that the Films, once begun, may not be completed. Without a completion bond, if the Film goes over budget, no assurance can be given that the Company will be able to procure sufficient funds to complete the Film or if it does procure such funds, that it will be able to do so on terms that are advantageous to the Company. If the Film is not completed, it will have virtually no monetary value.

Because the film business is highly speculative, the Company may never achieve profitability.

The film industry is highly speculative and involves a substantial degree of risk. No assurance can be given of the economic success of any film since the revenues derived from the production and distribution of a film primarily depend on its acceptance by the public, which cannot be predicted. The commercial success of a film also depends on the quality and acceptance of competing films released into the marketplace at or near the same time, the availability of alternative forms of entertainment and leisure time activities, general economic conditions and other tangible and intangible factors, all of which can change and cannot be predicted with certainty. No assurance can be given that the Film will appeal to the public or that other films and motion pictures may not be more appealing and therefore reduce the demand to view the Film. Accordingly, there is a substantial risk that each Film will not be commercially successful, in which case the Company may be unable to recoup costs associated with the production of the Film or realize revenues or profits from the sale of the Film.

If the Film is produced, the Company may enter into foreign distribution agreements, which may decrease profits.

The Company may enter into foreign distribution agreements with third parties to distribute the Film internationally. These agreements generally provide that the distributor pay a fee up front, and then are entitled to share in the profits of the Film. Such an arrangement would reduce the amount of profits to the Company from each Film.

Because the industry in which the Company will operate is highly competitive and the Company lacks the name recognition and resources of the Company's competitors, the Company may never become profitable.

The film industry is highly competitive. The competition comes from both companies within the same business and companies in other entertainment media which create alternative forms of leisure entertainment. The Company's competition includes several "major" film producers, such as Fox Entertainment Group, Paramount Motion Pictures Group, Sony Pictures Entertainment, MGM Holdings, LLC, NBC Universal, Time Warner, Buena Vista Motion Pictures Group,

Lions Gate Entertainment and The Weinstein Company, which are dominant in the production and distribution of films, as well as numerous independent motion picture and television production companies, television networks and pay television systems. Many of these organizations with which the Company intends to compete have significantly greater financial and other resources than the Company. Additionally, the Film will compete for audience acceptance and exhibition outlets with films produced and distributed by other companies. As a result, the success of the Film is dependent not only on the quality and acceptance of the Film, but also on the quality and acceptance of other films.

The Film may not succeed if it receives unfavorable reviews.

The financial success of our films, in large measure, depends on the reaction of the public, which is often influenced by professional reviewers or critics for newspapers, television and other media. It is impossible to judge in advance what the reaction of these reviewers and critics will be to the Film. To the extent that each Film receives unfavorable reviews from these reviewers and critics, its chances of success may be substantially diminished.

The Film will be subject to the risks associated with foreign distribution of films.

The success of any distribution activities will depend on a number of factors over which the Company will have little or no control. Even if the Film is sold in all territories (both domestic and foreign), there can still be no assurance that the Film will succeed on an economic level. If the total production costs exceed the total worldwide minimum guarantees or minimum advances, there may not be sufficient funds to repay to the investors the amount of their investment in the Company. Distribution agreements generally give a distributor significant flexibility in determining how a film will be exhibited. No assurance can be given that a distributor will not limit the Film's run, limit the territories in which the Film is exhibited or otherwise fail to actively promote the Film. Any such action by the distributor could have a material adverse effect on the economic success of each Film and revenues received by the Company.

The Company may become subject to the risks inherent in international sales.

The Company may sell the Film to foreign distributors for exhibition in their respective territories. Consequently, the value of the Film's rights as determined by such distributors would be dependent upon many factors, including the economic conditions in such distributor's territory. Economic downturns, changes in the currency exchange rates and changes in economic forecasts of any or all of the individual territories may materially and adversely affect the Company. Even if distribution agreements are obtained for certain territories, economic changes in any territory could have a material adverse effect on the ability to complete any transaction.

If the Film is distributed in foreign countries, some or all of the revenues derived from such distribution may be subject to currency controls and other restrictions which would restrict availability of the funds. Additionally, some foreign countries may impose government regulations on the distribution of films that may delay the release, if any, or substantially reduce the distribution of the Film in such countries.

The Company may not be able to attract distributors to distribute the Film which could significantly harm the Company's business but we will be prepared to handle or own distribution domestically and internationally.

Our Films has not yet been produced and, accordingly, the Company has not yet made any arrangements for the Film's distribution. Even if the Films are produced, no assurance can be given that an agreement with any distributor will ever be entered into or, if entered into, it will be on terms advantageous to the Company. If the Company is unable to attract distributors to distribute each Film the Company may distribute the Film through the Internet and other distribution platforms. If the Company is not able to attract distributors for its Film or successfully distribute the Film through the Internet, the Company may not derive significant, if any, revenues from the Film, which would adversely affect the Company's business and results of operations.

The Company will rely on the management capabilities and expertise of its Manager and key personnel selected by the Manager.

All decisions concerning the Company's management will be made exclusively by the Manager, Tiffany P. Sturdivant. The Company's success will depend, to a certain extent, on the quality of the management of the Manager and others retained by the Manager. The Manager has limited experience in the film industry and film production. Although the Company intends to retain experienced professionals and hire additional personnel with experience in the film industry, past experience is no indication of future success or the possible success of the Company's business. The Company has entered into employment and consulting arrangements with professionals that has experience in the film industry. The failure to retain one or more of the professionals needed for production of the Film and operation of the Company's business may have an adverse effect on the business and financial condition of the Company.

The Company will have to rely on the services of professionals and other key personnel who may be difficult to replace and the loss of any such persons could adversely affect the Company's business.

The Company's success will largely depend on the personal efforts of the professionals the Company hires for the Films. If the Company is able to retain the needed professionals and key personnel, the loss of the services of any such professionals and key personnel hired by the Company will have a material adverse effect on the Company momentarily but replacing individuals will come expediently. If any one of these individuals becomes incapacitated or

otherwise becomes unavailable, a qualified successor would have to be engaged. The Company intends to offer interests in the Film's profits to key production personnel (such as writers, actors, stunt coordinators and unit production managers) as a means of obtaining the best possible crew at the lowest up-front cost. The Film's production and completion may be adversely affected if new personnel must be engaged, or if such personnel demand more favorable compensation. No assurance can be given that a qualified successor could be engaged. The Company may not obtain "key man" life insurance on the life of any of the Company's key personnel. These professionals and key personnel also may be involved in other projects that may take them away from the production of the Film and cause delays, all of which may increase the cost of production of the Film and decrease the likelihood of being able to complete the Films, which would have an adverse effect on the Company's business and prospects.

The Company may abandon prematurely a Film's development, production or distribution.

Each Film's development, production or distribution may be abandoned by the Company at any stage if further expenditures do not appear commercially feasible. This would result in a loss of some or all of the funds previously expended on the development, production and/or distribution of a Film, as the case may be, including funds expended in connection with the development of the screenplay and production of the Film. Abandonment of any Film at any stage would have a material adverse impact on the Company and would likely cause investors in Class A Units to lose their entire investment in the Company.

Each Film may infringe the intellectual property rights of others, and resulting claims against the Company could be costly and require the Company to enter into disadvantageous license or royalty agreements.

Although the Company expects the Film be an original work, third parties may claim that the Film infringe their intellectual property rights. Any claims relating to the infringement of third-party proprietary rights, even if not successful or meritorious, could be time-consuming, result in costly litigation, divert resources and management's attention, cause production delays or require the Company to enter into royalty or license agreements. Such royalty or licensing agreements, if required, may not be available on terms acceptable to the Company, if at all. In the event of a successful claim of infringement against the Company and the Company's failure or inability to license the infringed rights, the Company's business, operating results and financial condition would be materially and adversely affected. Even if a claim of infringement against the Company is unsuccessful, legal fees incurred in defending the infringement claim likely would cause material harm to the Company and the Company's financial condition, and reduce the amount of net proceeds and cash available for distribution to investors.

Certain Federal Income Tax Matters

Circular 230 Notice: The tax information contained herein has been prepared to support the marketing of the interests in the Company. Nothing herein may be used by any taxpayer for the purpose of avoiding any penalties that may be imposed under the Code. Each taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

Investors should consult with their own tax advisor regarding the impact an investment in the Company will have on their own individual tax situation.

Each prospective investor is strongly encouraged to consult his, her or its own tax advisor with respect to an investment in the Company and the federal, state and local tax consequences thereof in such investor's own individual tax situation.

Future changes in the tax laws could adversely affect the tax consequences of an investment in the Company.

In considering the tax consequences of an investment in the Company with their tax advisors, prospective investors should also take into account that the federal income tax treatment of an investment may be modified at any time by legislative, judicial or administrative action. Any such changes may have retroactive effect and may modify any statements or advice the investor receives from the investor's tax advisor.

Classification of the Company as a Partnership.

A domestic limited liability company such as the Company which is not required to be classified as a corporation will generally be treated as a partnership for federal income tax purposes, unless such entity elects to be treated as a corporation. The Manager has not made and does not currently anticipate making any such election and, accordingly, anticipates that the Company should be treated as a partnership for federal income tax purposes. If it were determined that the Company should be classified as an association taxable as a corporation or were considered a publicly traded partnership, the taxable income of the Company would be subject to corporate income taxation and distributions could (in whole or part) be treated as dividends to investors, which could negatively impact the Company and an investor's interest in the Company.

The Company may not distribute sufficient cash to permit its members to satisfy their income tax liability attributable to the ownership of Class A Units.

For any year in which the Company is taxed as a partnership, each holder of Class A Units will be required to report his or her allocable share of each item of income, gain, loss, deduction and credit of the Company on his or her federal and state tax returns, substantially as if such holder had earned such share of income his or herself. Holders of Class A Units will be required to include taxable income or gain of the Company in their income (and may be required to pay quarterly estimated taxes on such income) whether or not any distribution of cash is made to

such holder. As a result, holders of Class A Units may become liable for federal and state income taxes on the their share of income and gain of the Company even though they have received no distributions of cash from the Company with which to pay such taxes.

The Company will not obtain a ruling from the Internal Revenue Service or an Opinion of Counsel on any tax matter.

The tax consequences of an investment in the Company are complex and subject to uncertainties. The Company has not requested, and does not intend to request, any tax rulings from the Internal Revenue Service (the "Service") or an opinion of counsel with respect to any of the tax aspects of an investment in the Company.

Deductions claimed by the Company may be challenged or disallowed by the Service and allocations made by the Company may not be respected by the Service.

The Service may challenge or disallow deductions claimed by the Company and assert that the deductions must either be capitalized and amortized over time or even that the deductions are simply unreasonable in amount and, therefore, nondeductible. In addition, the Service may assert lengthened depreciation periods for the Company's depreciable property which may cause a disallowance of certain depreciation deductions in a particular year.

Deductions allocable to certain investors may also be subject to certain limits for United States federal income tax purposes. The "passive activity" rules of Section 469 may limit the ability of individuals, certain closely-held corporations and certain other persons to deduct passive losses. The ability of a non-corporate Limited Partner to utilize its distributive share of losses from the Company also may be limited by the "at risk" rules of Section 465 and certain other provisions of the Code.

The Service may also challenge the allocations of taxable income, gain, loss, deduction and credit of the Company that will be set forth in the Company's limited liability company operating agreement. If the Service successfully challenged such allocations, an investor could be allocated different amounts of taxable income, gain, loss, deductions or credit than initially reported. The resulting allocation could be less favorable to an investor than that provided for in the limited liability company operating agreement of the Company.

Any disallowance of deductions or reallocation of items of income, gain, loss, deduction or credit could have a material adverse impact upon the tax aspects of an investment in the Company.

Tax-exempt investors are likely to experience "unrelated business taxable income" in connection with an investment in the Company.

The Company's income is likely to constitute "unrelated business taxable income." A tax-exempt investor, including an individual retirement account, may be required to treat its share of the Company's income as "unrelated business taxable income" or "UBTI" and pay income tax on such amounts, notwithstanding its otherwise tax-exempt status. In certain situations, an investors' tax exempt status may be placed at risk by virtue of its receipt of too much "UBTI." The presence of tax-exempt investors in the Company also increases the risk of triggering excise taxes for tax-exempt investors due to the possible impact of the so-called "Plan Asset Guidelines" promulgated by the Department of Labor under the Employment Retirement Income Security Act of 1974, as amended. Tax-exempt investors are strongly urged to consult with their own tax advisor before investing in Class A Units.

The Company is not expected to generate significant losses which investors could use to offset taxable income from other sources.

It is not anticipated that the Company will generate tax losses which would be available to offset income from other sources. Even if such tax losses are generated by the Company, numerous limitations exist to severely limit a member's ability to use such losses, including but not limited to the passive loss, basis and at-risk limitations.

Tax elections; audit procedures.

The Company may make various elections for federal income tax purposes that could result in certain items of income, gain, loss and deduction being treated differently for tax and accounting purposes. Elections permitted under the Code that may affect the determination of the Company's income, the deductibility of expenses, accounting methods and the like must be made by the Company and not by the members, and these elections will be binding in most cases on all the members. Certain elections may have adverse consequences to one or more investors, depending on their particular circumstance.

The Code contains special procedures for partnership audits and proceedings. All such audits and proceedings will be at the Company level. The Company's limited liability company operating agreement designates Your Company LLC as the Company's "tax matters partner," who has considerable authority to make decisions affecting the tax treatment and procedural rights of all members with respect to any such matters. An audit of the Fund's federal returns may result in its income and loss, and therefore items of income, gain, loss and deduction allocated to each Limited Partner, being adjusted. Any such adjustment may require an investor to file an amended federal income tax return for each year involved, which may in turn result in an audit of such investor.

State, Local and Foreign Taxes

In addition to the federal income tax consequences of an investment therein, the Company, as well as its Members, may be subject to various state, local and foreign taxes. An investor's allocable share of the Company's income or loss may be included in determining the investor's income for state or local tax purposes. Taxation of income from the Company's activities in such jurisdictions may differ from the treatment for federal income tax purposes. Prospective investors are urged to consult their own tax advisers with respect to the state, local and foreign tax consequences of an investment in the Company.

Holders of Class A Units and Class D Units may be subject to withholding tax under certain circumstances.

In general, the holder of a Class A Unit or Class D Units may be subject to backup withholding tax at the applicable rate (currently 28%) with respect to certain reportable payments if the holder fails to provide an accurate taxpayer identification number to the Company or fails to properly certify that it is not subject to backup withholding. Certain holders of Class A Units or Class D Units (including, among others, U.S. corporations) are not subject to backup withholding, but may still need to establish an exemption with the Service. Any amount withheld from a payment to a holder under the backup withholding rules is creditable against the holder's federal income tax liability, provided that the required information is furnished to the Service. Each holder of a Class A Unit or Class D Unit should consult such holder's personal tax advisors as to their qualifications for exemption from backup withholding and the procedure for obtaining the exemption.

AMENDED & RESTATED

LLC OPERATING AGREEMENT

Amended and Restored Limited Liability Company Operating Agreement

of

Shebaniah LLC

April 27, 2019

The Securities represented by this Agreement have not been registered under the Securities Act of 1933, as amended, (the "Securities Act") nor registered nor qualified under any state Securities Laws. Such Securities may not be offered for sale, sold, delivered after sale, transferred, pledged or hypothecated unless qualified and registered under applicable State and Federal Securities Laws or unless, in the opinion of counsel satisfactory to the Company, such qualification and registration is not required. Any transfer of the Securities represented by this Agreement is further subject to other restrictions, terms and conditions which are set forth herein.

Amended and Restated Limited Liability Company Operating Agreement

of

Shebaniah LLC

This Amended and Restated Limited Liability Company Operating Agreement of Shebaniah LLC, a Alabmama limited liability company (the "Company"), is made and entered into as of this __th day of _____, 20___, by and among the persons set forth on Schedule 1 (the "Members") and Schedule 2 hereto.

W I T N E S S E T H:

Whereas, on _____, 20__, the Certificate of Formation for Shebaniah LLC, a limited liability company organized under the laws of Alabama, was filed with the Secretary of State of Alabama (the Certificate of Formation, as may be amended from time to time, is hereinafter referred to as the "Certificate"); and

Whereas, in connection with the sale of Class A Units (as defined below) the parties hereto desire to amend and restate the limited liability company operating agreement for the Company to more particularly provide for their respective rights, powers, duties and obligations, and the management, operations and activities of the Company.

Now, therefore, the Members of the Company do hereby adopt and approve this Agreement as the limited liability company agreement for the Company under the Act on the following terms and conditions:

Article 1

Definitions:

The following terms used in this Agreement, unless the context otherwise requires, shall have the meanings specified in this Article 1:

"Act" shall mean the Alabama Limited Liability Company Act, Title 6, §§ 18-101 to 18-1109, as in effect in the State of Alabama, or any corresponding provision or provisions of any succeeding or successor law of such state; provided, however, that any amendment to the Act, or any succeeding or successor law, is applicable to the Company only if the Company has elected to be governed by the Act as so amended or by such succeeding or successor law, as the case may be. The term "Act" shall refer to the Act as so amended or to such succeeding or successor law only after the appropriate election by the Company, if made, has become effective.

"**Affiliate"** shall mean, with respect to any Person, another Person who controls, is under the control of, or is subject to common control with respect to such Person. For the purposes of this definition, "control" means the ability or power to direct the activities of another Person, by ownership of voting interests, contract, agency or otherwise. Notwithstanding the foregoing, the Company (or any Person wholly owned (directly or indirectly) by the Company) shall not be deemed an Affiliate of any Member or Manager.

"**Agreement"** shall mean this Limited Liability Company Operating Agreement, as originally executed and as amended, modified or supplemented from time to time. Words such as "herein," "hereinafter," "hereof," "hereto," "hereby" and "hereunder," when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.

"Capital Account" shall have the meaning set forth in Section 7.5.

"Capital Contribution" shall mean the capital contributions made by each of the Members to the Company pursuant to Sections 7.1 and 7.2.

"Capital Gain" shall mean any profit or gain from any sale or other dispositions (other than in the ordinary course of business) of Company Property. "Capital Gain" shall include any revaluation gain with respect to Company Property where Company Property is revalued pursuant to paragraph (b)(2)(iv)(f) of section 1.704-1 of the Treasury Regulations.

"Capital Loss and Deduction" shall mean any deduction or loss related to any Company Property. "Capital Loss and Deduction" shall include any revaluation loss with respect to Company Property where Company Property is revalued pursuant to paragraph (b)(2)(iv)(f) of section 1.704?1 of the Treasury Regulations and any depreciation, depletion or amortization computed for book purposes with respect to Company Property in accordance with paragraph (b)(2)(iv)(g) of section 1.704-1 or paragraph (d)(2) of section 1.704-3 of the Treasury Regulations.

"**Class A Holder**" shall mean a Person in regard to such Person's particular Interest in Class A Units. The initial Class A Holders are listed in Schedule 2 under the caption "Class A Holders."

"Class A Unit" shall mean an Interest in the Company designated as a Class A Unit of the Company and shall be entitled to the distributions provided for in Article 9.

"**Class B Holder"** shall mean a Person in regard to such Person's particular Interest in Class B Units. The initial Class B Holders are listed in Schedule 2 under the caption "Class B Holders."

"Class B Unit" shall mean an Interest in the Company designated as a Class B Unit of the Company and shall be entitled to the distributions provided for in Article 9.

"Class C Holder" shall mean a Person in regard to such Person's particular Interest in Class C Units. The initial Class C Holders are listed in Schedule 2 under the caption "Class C Holders."

"Class C Unit" shall mean an Interest in the Company designated as a Class C Unit of the Company and shall be entitled to the distributions provided for in Article 9.

"Class D Unit" shall mean an Interest in the Company designated as A Class D Unit of the Company and shall be entitled to the distributions provided for one film project.

"Class Percentage Interest" shall mean the number of Class A Units, Class B Units, or Class C Units held by a Unit Holder as a percentage of the total issued and outstanding Class A Units, Class B Units or Vested Class C Units, as the case may be, as described in Section 3.5.

"Code" shall mean the U.S. Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"Company" shall have the meaning set forth in the preamble.

"Company Property" shall mean all real and personal property owned by the Company and any improvements thereto, and shall include both tangible and intangible property. "Company Property" shall not include any property of any kind held for sale in the ordinary course of business.

"Distributable Cash from Operations" shall mean all cash received by the Company in the operation of the Company's business (including sales and dispositions of Company Property in

the ordinary course of business), less all cash expenditures made by the Company in the operation of the Company's business, and less the funds set aside or allocated for working capital and reserves reasonably necessary or proper and usual for the Company's business, taking into account all debts, liabilities and obligations of the Company, all as determined by the Manager. "Distributable Cash from Operations" shall not include Distributable Cash from Sales or Refinancing.

"Distributable Cash From Sales or Refinancing" shall mean the net cash proceeds (after taking into account all related expenditures of the Company) from all sales, other dispositions (other than in the ordinary course of business), and refinancing of Company Property, less any portion thereof used to establish reserves, all as determined by the Manager.

"Fair Value" means, as applied to any property, securities or assets (other than cash), the fair market value of such property, securities or assets as determined in good faith by the Manager.

"Fully-Diluted Percentage Interest" shall mean the number of Class A Units, Class B Units and Vested Class C Units owned by a Unit Holder as a percentage of the total number of issued and outstanding Class A Units, Class B Units and Vested Class C Units, as described in Section 3.5.

"Initial Public Offering" means the first underwritten public offering and sale for cash of common equity securities of the Company or any of its subsidiaries pursuant to an effective registration statement on Form S-1 (or any successor form) under the Securities Act of 1933, as amended.

"Interest" shall mean with respect to any Person as of any time of determination, such Person's limited liability company interest in the Company, which includes the number of Units such Unit Holder holds and such Person's Capital Account balance.

"Majority in interest of the Members" shall mean the Members holding of a majority of the outstanding Class A Units and Class B Units.

"Manager" shall mean the person from time to time designated as the Manager of the Company, until such time as such person ceases to be the Manager of the Company in accordance with this Agreement and the Act. The initial Manager shall be Your Name.

"Members" shall mean the Persons admitted as Members on Schedule 1, and any other Person that both acquires an Interest and is admitted to the Company as a Member.

"Net Cash From Sales or Refinancing" shall include all principal and interest payments with respect to any note or other obligation received by the Company in connection with the sale or other disposition (other than in the ordinary course of business) of Company Property.

"Person" shall mean any person, entity, or other enterprise, including, without limitation, corporations, partnerships, limited liability companies, joint ventures, trusts, governments and other entities.

"Secretary of State" shall mean the Secretary of State of the State of Delaware.

"Units" shall mean collectively, the Class A Units, Class B Units and Class C Units and any other class of units of the Company that are a measure of a Unit Holder's share of Net Profit and Net Loss of the Company as provided in Article 8.

"Unit Holder" shall mean a Person in regard to such Person's particular Interest in Units.

"Unreturned Capital" shall mean, with respect to any Member, the excess of such Member's aggregate Capital Contributions to the Company over the aggregate amount previously distributed to such Member pursuant to Sections 9.1(b) and 9.1(f).

"Vested Class C Units" shall mean, as of any time of determination, Class C Units that have vested as of or prior to such time in accordance with the terms pursuant to which the Class C Units were granted.

Article 2

General Provisions

Planet Muzick Studios

Shebaniah LLC

1448 Heron Drive

Birmingham, Alabama 35214

The registered office and statutory agent in Alabama required by the Act shall be as set forth in the Certificate until such time as the registered office or statutory agent is changed in accordance with the Act. The principal office of the Company shall be located at 1448 Heron Drive, Birmingham, Alabama 35214. The location of the principal office may be changed to such other place within or outside of the United States, and the Company may have such other offices wherever located, as the Manager may from time to time determine.

Term -The term of the Company shall commence on the date the Certificate is filed and recorded in the office of the Secretary of State and continue until the Company is dissolved in accordance with the provisions of Article 12.

Fiscal Year -The fiscal year of the Company shall be the calendar year unless another fiscal year is otherwise required by the Code.

Purpose of the Company -The purpose of the Company is to engage in any lawful activity for which a limited liability company may be organized under the Act.

Reliance by Third Parties -Persons dealing with the Company are entitled to rely conclusively upon the power and authority of the Manager as herein set forth.

Article 3

Member; Voting Rights; Meetings of Members

Members - Each Person set forth on Schedule 1 shall be a Member of the Company. Unit Holders of Class C Units shall not be Members of the Company and shall have no voting rights.

Additional Members-The Manager may admit to the Company additional Members from time to time by selling additional Units as set forth in Section 6.2.

Withdrawal-The Members shall not have the right to withdraw, resign or retire as a Member of the Company, and each shall continue to hold the rights and obligations of a Member under the Act and this Agreement until it ceases to be a Member in accordance with the Certificate or this Agreement.

Liability-Except as required under the Act or as expressly set forth in this Agreement, no Member shall be personally liable for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise.

Class Percentage Interests-For each Unit Holder there shall be determined a "Class Percentage Interest" and a "Fully-Diluted Percentage Interest" which shall be set forth in Schedule 2, as the same may be modified from time to time in accordance with the express provisions of this Agreement.

Voting Rights -Except as otherwise expressly provided in the Certificate or this Agreement, the affirmative vote of a majority in interest of the Members shall constitute the act of the Members. Notwithstanding the foregoing, the affirmative vote of all of the Members shall be required to require or approve additional Capital Contributions by the Members to the Company pursuant to Section 7.2 hereof.

Record Date - In order that the Company may determine the Members of record entitled to notices of any meeting or to vote, or entitled to receive any distribution or to exercise any rights in respect of any other lawful action, the Manager, or Members representing a majority in interest of the Members, may fix, in advance, a record date that is not more than sixty (60) days nor less than ten (10) days prior to the date of the meeting and not more than sixty (60) days prior to any other action. If no record date is fixed:

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

(b) The record date for determining the Members entitled to give consent to action in writing without a meeting shall be the day on which the first written consent is given.

(c) The record date for determining the Members for any other purpose shall be at the close of business on the day on which the Manager adopts the resolution relating thereto, or the date sixty (60) days prior to the date of the other action, whichever is later.

(d) The determination of the Members of record entitled to notice of or to vote at a meeting of the Members shall apply to any adjournment of the meeting unless the Manager or the Members who called the meeting fix a new record date for the adjourned meeting, but the Manager or the Members who called the meeting shall fix a new record date if the meeting is adjourned for more than forty-five (45) days from the date set for the original meeting.

Place of Meetings - All meetings of the Members shall be held at the principal executive office of the Company or at such other place as may be determined by the Manager.

Meetings of Members - (a) No regular meetings of the Members are required to be held. A meeting of the Members may be called by (i) the Manager, (ii) any Members beneficially holding more than 25% of the issued and outstanding Class A Units for the purpose of addressing any matters on which the Members may vote, or (iii) any Members beneficially holding more than 25% of the Class B Units for the purpose of addressing any maters on which the Members may vote. The Manager shall give notice of such meeting to the Members in accordance with Section 14.5 hereof.

(b) Whenever the Members are required or permitted to take any action at a meeting, the Manager shall give a notice of the meeting not less than thirty-five (35) days nor more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. The notice shall state the place, date and hour of the meeting and the general nature of the business to be transacted. No other business may be transacted at such meeting. Any action approved at a meeting, other than by unanimous approval of the Members entitled to vote, shall be valid only if the general nature of the proposal so approved was stated in the notice of the meeting.

(c) Upon written request given to the Manager by any Members entitled to call a meeting of the Members, the Manager shall, within twenty (20) days after receipt of the request, give a notice of the meeting in accordance with Section 3.9(b) hereof to the Members entitled to vote. If the notice is not given within twenty (20) days after receipt of the request, the Members entitled to call the meeting may give the notice.

(d) When a meeting of the Members is adjourned to another time or place, except as otherwise provided in this Agreement, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Members may transact any business that may have been transacted at the original meeting. If the adjournment is for more than forty-five (45) days or if, after the adjournment, a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting.

(e) Members may participate in a meeting through the use of conference telephones or similar communications equipment as long as all of the Members participating in the meeting can hear one another. Such participation in a meeting constitutes presence in person at such meeting.

(f) The use of proxies in connection with meetings of and voting by the Members shall be permitted.

Quorum -The Members holding a majority of the issued and outstanding Units represented in person or by proxy shall constitute a quorum at a meeting of the Members. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the loss of a quorum, if any action taken after loss of a quorum, other than adjournment, is approved by the requisite Fully-Diluted Percentage Interests of the Members. In the absence of a quorum, any meeting of the Members may be adjourned from time to time by the Manager or by the vote of a majority in interest of the Members represented either in person or by proxy.

Waiver of Notice -The actions taken at any meeting of the Members, however called and noticed, and wherever held, shall have the same validity as if taken at a meeting duly held after regular call and notice if a quorum is present either in person or by proxy and if, either before or after the meeting, each Member entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting or approves the minutes of the meeting. The waiver, consent or approval need not specify either the business to be transacted or the purpose of the meeting of the Members. All such waivers, consents and approvals shall be filed with the records of the Company and made a part of the minutes of the meeting. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting except when the Member objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notice of the meeting but not so included if such objection is expressly made at the meeting.

Action by Members Without a Meeting -Any action that may be taken at a meeting of the Members may be taken without a meeting, and without notice except as hereinafter set forth, if a consent in writing, setting forth the action so taken, is signed by the Members 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 Members entitled to vote thereon were present and voted. All such consents shall be filed with the records of the Company. Unless the consents of all Members entitled to vote have been solicited in writing, the Manager shall give prompt notice of the taking of any action approved by the Members without a meeting by less than unanimous written consent to the Members entitled to vote who have not consented in writing. Any Member giving a written consent may revoke the consent by a written revocation received by the Manager prior to the time that written consents of the Members having the requisite number of votes required to authorize the proposed action have been filed with the Manager, but may not do so thereafter. Such revocation shall be effective upon its receipt by the Manager.

Transactions with the Company - Subject to any limitations set forth in this Agreement and with the prior approval of the Manager, a Member, including the Manager, may lend money to, and transact other business with, the Company. Subject to other applicable law, such Member has the same rights and obligations with respect to such transactions as a person who is not a Member.

Remuneration to Members -Except as otherwise authorized in, or pursuant to, this Agreement, no Member or Manager, except a Member or Manager acting in the capacity of an officer, employee or independent contractor of the Company, is entitled to remuneration for acting with respect to the Company business.

Members Are Not Managers or Agents - Pursuant to Section 4.1 and the Certificate, the management of the Company is vested exclusively and solely in the Manager. The Members shall have no power to participate in the management of the Company, except as expressly authorized by this Agreement or the Certificate and except as expressly required by the Act. Unless expressly and duly authorized in writing to do so by the Manager, no Member shall have any power or authority to bind or act on behalf of the Company in any way, to pledge its credit or to render it liable for any purpose, nor can any Member in such capacity bind or execute any instrument on behalf of the Company. Nothing in this Section 3.15 shall be deemed to limit or restrict the authority or power of a Manager who or which is also a Member.

Article 4

Management and Operations

Manager - Subject to the provisions of the Act and any limitations in the Certificate and this Agreement, the business of the Company shall be managed and all its powers shall be exercised by or under the direction of one (1) Manager The Manager may, but need not be, a Member. The Manager may, but need not, be a natural person. The initial Manager shall be Your Name.

Term -The Manager shall hold office until his or her death, withdrawal or removal as provided herein, declaration of bankruptcy under the laws of any jurisdiction, mental incompetence

adjudged by a court of competent jurisdiction or conviction by any court of any felony or any misdemeanor involving moral turpitude.

Continuation of Member Status - The resignation or removal of the Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute withdrawal of a Member.

Responsibility of Manager - (a) The Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member unless the loss or damage is caused by fraud, willful misconduct, gross negligence, intentional violation of law, or breach of this Agreement by the Manager.

(b) In performing his, her or its duties, the Manager shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, of the following persons unless the Manager has knowledge concerning the matter in question that would cause such reliance to be unwarranted and provided that the Manager acts in good faith and after reasonable inquiry when the need therefor is indicated by the circumstances:

(i) any officer, employee or other agent of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented; or

(ii) any attorney, independent accountant or other person as to matters which the Manager reasonably believes to be within such person's professional or expert competence.

(c) The Manager shall devote such time, effort and skill to the business and affairs of the Company as in the judgment of the Manager may be reasonably required for the operation of the Company.

Authority of the Manager - Subject to the provisions of this Agreement, the Manager shall have the power and authority on behalf and in the name of the Company to carry out any and all of the objectives and purposes of the Company set forth in Section 2.5 and to perform all acts and enter into and perform all contracts and other undertakings which the Manager may deem necessary or advisable or incidental thereto, including, without limitation, the power and authority to:

(a) enter into, make and perform all such contracts and other undertakings and engage in all such activities and transactions, as the Manager may deem necessary or advisable for the carrying out of the objects and purposes of the Company;

(b) establish, maintain and close accounts with financial institutions, in such amounts that the Manager may deem necessary, and to draw checks or other orders against such accounts for the payment of monies;

(c) purchase and maintain, at the Company's expense, liability and other insurance as the Manager may determine;

(d) employ or engage at the expense of the Company such agents, employees, managers, accountants, attorneys, consultants, contractors and other persons necessary or appropriate to carry out the business and affairs of the Company whether or not such Persons so employed are Affiliates of the Manager;

(e) pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or settle, any obligation, suit, liability, cause of action or claim, including tax audits, either in favor of or against the Company;

(f) determine the appropriate accounting method or methods to be used by the Company and to make any election on behalf of the Company that is or may be permitted under the Code and supervise the preparation and filing of all tax and information returns that the Company may be required to file;

(g) do any and all acts on behalf of the Company, and exercise all rights of the Company, with respect to its direct or indirect interest in any Person consistent with the terms of this Agreement;

(h) determine the amount and timing of distributions and payments to the Members in accordance with Article 9 hereof;

(i) cause the Company to establish and maintain reserves in respect of the liabilities and obligations of the Company in such amounts as the Manager may deem reasonably necessary or advisable, and use any amounts available to the Company (including, without limitation, payments of Capital Contributions, dividends, interest income and revenue from operations of the Company's business and proceeds from sales, other dispositions and refinancing by the Company of Company Property) to fund such reserves;

(j) invest funds on a temporary or short term basis pending utilization in the Company's business or distribution to Members in such manner as the Manager shall deem prudent and in the best interests of the Company;

(k) make, execute, assign, acknowledge, file and deliver any and all documents or instruments and amendments thereto, and to take any and all other actions, that the Manager may deem appropriate to carry out the purposes and business of the Company as set forth herein, on such terms and subject to such conditions that the Manager deems appropriate; and

(l) act for and on behalf of the Company in all matters incidental to the foregoing.

Management Compensation and Expenses - (a) The Manager shall receive such compensation for the Manager's services hereunder as agreed upon by the Manager and a majority in interest of the Members. The initial Manager, Your Name, shall receive compensation in the amount of

$7,000 per month and may receive additional bonuses and benefits as agreed upon by the Manager and a majority in interest of the Members.

(b) The Manager shall be reimbursed for expenses incurred by the Manager on behalf of the Company.

(c) All expenses of, or relating to, the Company, shall be paid by the Company, including without limitation, the following expenses:

(i) fees and costs of organizing and syndicating the Company (including fees and expenses of counsel);

(ii) negotiations with prospective investors and members;

(iii) amendments and modifications to the organizational documents of the Company;

(iv) insurance and extraordinary expenses;

(v) any federal, state, local or other taxes of the Company;

(vi) fees and expenses of independent public accountants, counsel, consultants and other professionals rendering special services to the Company (including preparation of Company audits and tax returns); and

(vii) fees, costs and expenses associated with litigation brought against the Company, any Manager or a member, employee or manager of any Manager relating to such person's or entity's involvement with the Company.

Manager May Participate in Other Activities - The Manager, either individually or with others, shall have the right to participate in other business activities and ventures of every kind, whether or not such other business activities or ventures compete with the Company. The Manager shall have no obligation to offer to the Company or to the Members any opportunity to participate in any such other business activity or venture. Neither the Company nor the Members shall have any right to any income or profit derived from any such other business activity or venture of the Manager.

Transactions between the Company and the Manager - The Manager may, and may cause or allow his/her/its Affiliates to, engage in any transaction (including, without limitation, the purchase, sale, lease or exchange of any property or the rendering of any service, or the establishment of any salary, other compensation or other terms of employment) with the Company so long as such transactions are not expressly prohibited by this Agreement and so long as the terms and conditions of such transactions represent fair market terms and conditions and are reasonable to the Company and are at least as favorable to the Company as those that are generally available from Persons capable of similarly performing them and in similar transactions between parties operating at arms' length. If all of the Members having no interest in

such transaction (other than their interests as Members) agree that the transactions represent fair market terms, and affirmatively vote or consent in writing to approve the transaction, then the transaction between the Manager or its Affiliates, on the one hand, and the Company, on the other hand, shall be conclusively determined to constitute a transaction on terms and conditions, on an overall basis, fair and reasonable to the Company and at least as favorable to the Company as those generally available in a similar transaction between parties operating at arms' length.

Acts Furthering Manager's Interest -The Manager does not violate a duty or obligation under the Act or this Agreement based on the fact that such Manager's conduct furthers the Manager's or an Affiliate's own interest. By way of example, but without limiting the foregoing provision, the Manager may vote or make an election, or decide whether to approve or disapprove, an act or transaction of the Company based upon the effect that such act or transaction would have upon the interests of such Manager or an Affiliate outside the Company.

Withdrawal and Removal of Manager - (a) The Manager may voluntarily withdraw from his/her/its position as a Manager of the Company effective upon giving thirty (30) days written notice to the Members, unless the notice specifies a later time for the effectiveness of such withdrawal.

(b) Subject to the provisions of subsection (c) below, the Members holding a majority of the issued and outstanding Units (other than the Manager to be removed) may remove the Manager upon not less than thirty (30) business days' prior written notice in the event that the Manager shall have committed fraud, gross negligence, willful misconduct, intentional violation of law or breach of this Agreement with respect to the Company.

(c) Upon the provision of notice to the Manager of the Members' decision to remove the Manager under Section 4.10(b) hereof, or upon the Manager's withdrawal, the Members holding a majority of the issued and outstanding Units (other than the Manager to be removed) shall promptly select a new Person to act as a Manager of the Company. The Manager shall be admitted to the Company as a Manager on such terms as they may jointly agree; provided however, that no such terms shall conflict with the provisions of this Agreement affecting the rights of the former Manager. Effective immediately upon the admission of such new Person as the Manager of the Company, the existing Manager being removed or withdrawing from the position of Manager shall cease to be a Manager of the Company; provided however, that such former Manager shall thereafter be entitled to receive the same reports as are thereafter provided to the Members holding the same class of Units as the former Manager, and shall have the right to receive payment with respect to such Manager's Units as provided for herein. The Company shall not be dissolved by the removal and replacement of a Manager in accordance with the foregoing provisions of this Agreement.

Limited Liability -No person who is a Manager of the Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation or liability of the

Company, whether that liability of obligation arises in contract, tort or otherwise, solely by reason of being a Manager of the Company.

Article 5

OFFICERS

Appointment of Officers -The Manager may appoint officers at any time. The officers of the Company, if deemed necessary by the Manager, may include a chief executive officer, president, vice president, secretary, and chief financial officer. The officers shall serve at the pleasure of the Manager, subject to all rights, if any, of an officer under any contract of employment. Any individual may hold any number of offices. No officer need by a resident of the State of Delaware or citizen of the United States. If the Manager is not an individual, such Manager's officers may serve as officers of the Company if elected by the Manager. The officers shall exercise such powers and perform such duties as specified in this Agreement and as shall be determined from time to time by the Manager.

Removal, Resignation and Filling of Vacancy of Officers -Subject to the rights, if any, of an officer under a contract of employment, any officer may be removed, either with or without cause, by the Manager at any time. Any officer may resign at any time by giving written notice to the Manager. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filed in the manner prescribed in this Agreement for regular appointments to that office.

Salaries of Officers - The salaries of all officers and agents of the Company shall be determined by the Manager.

Duties and Powers of the Chief Executive Officer -The chief executive officer, if such an officer be appointed, shall, if present, preside at meetings of the Members, and exercise and perform such other powers and duties as may be from time to time assigned to the chief executive officer by the Manager or prescribed by this Agreement. The chief executive officer shall, subject to the control of the Manager, have general and active management of the business of the Company and shall see that all orders and resolutions of the Members and the Manager are carried into effect. If there is no president, the chief executive officer of the Company shall have the powers and duties prescribed in Section 5.5.

Duties and Powers of the President - The president shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the Manager or this Agreement. If there is no chief

executive officer, the president of the Company shall be the chief executive officer of the Company.

The president shall execute bonds, mortgages and other contracts, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Manager to some other officer or agent of the Company.

Duties and Powers of Vice President - The vice president, or if there shall be more than one, the vice presidents in the order determined by the Manager, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the Manager by resolution may from time to time prescribe.

Duties and Powers of Secretary- The secretary shall attend all meetings of the Manager and all meetings of the Members, and shall record all the proceedings of the meetings in a book to be kept for that purpose, and shall perform like duties for the standing committees when required. The secretary shall give, or cause to be given, notice of all meetings of the Members and shall perform such other duties as may be prescribed by the Manager. The secretary shall have custody of the seal, if any, and the secretary shall have authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by his or her signature. The Manager may give general authority to any other officer to affix the seal of the Company, if any, and to attest the affixing by his or her signature.

The secretary shall keep, or cause to be kept, at the principal executive office or at the office of the Company's transfer agent or registrar, as determined by resolution of the Manager, a register, or a duplicate register, showing the names of all Members and their addresses, their number and class of Units, the Class Percentage Interests and their Fully-Diluted Percentage Interests, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation. The secretary shall also keep all documents described in Section 10.1 and such other documents as may be required under the Act. The secretary shall perform such other duties and have such other authority as may be prescribed elsewhere in this Agreement or from time to time by the Manager. The secretary shall have the general duties, powers and responsibilities of a secretary of a corporation.

If the Manager chooses to appoint an assistant secretary or assistant secretaries, the assistant secretaries, in the order of their seniority, in their absence, disability or inability to act of the secretary, shall perform the duties and exercise the powers of the secretary, and shall perform such other duties as the Manager from time to time prescribes.

Duties and Powers of Chief Financial Officer-The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of

accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, and Units.

The chief financial officer shall have the custody of the funds and securities of the Company, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Manager.

The chief financial officer shall disburse the funds of the Company as may be ordered by the Manager, taking proper vouchers for such disbursements, and shall render to the president and the Manager, at their regular meetings, or when Members so require, at a meeting of the members an account of all his or her transactions as treasurer and of the financial condition of the Company.

The chief financial officer shall perform such other duties and shall have such other responsibility and authority as may be prescribed elsewhere in this Agreement or from time to time by the Manager. The chief financial officer shall have the general duties, powers and responsibility of a chief financial officer of a corporation, and shall be the chief financial and accounting officer of the Company.

If the Manager chooses to elect an assistant treasurer or assistant treasurers, the assistant treasurers in the order of their seniority shall, in the absence, disability or inability to act of the chief financial officer, perform the duties and exercise the powers of the chief financial officer, and shall perform such other duties as the Manager shall from time to time prescribe.

Article 6

Authorization and issuance of units

Authorized Units - The total number of Units which the Company has authority to issue shall be determined by the Manager from time and shall initially consist of 125,400,000 Units, of which 120,000,000 shall be Class A Units, 500,000,000 shall be Class B Units and 1,000,000 shall be Class C Units and 400,000 for Class D Units.

Issuance of Units - (a) The number of Class A Units, Class B Units and Class C Units issued to each Class A Holder, Class B Holder, Class C Holder, and Class D respectively, shall be set forth opposite such Class A Holder's name, Class B Holder's, Class C Holder's or Class D Holder's name in Schedule 2 under the heading "Class A Units," "Class B Units," and "Class C Units" respectively.

(b) Additional Class A Units may be sold and issued by the Company upon approval of the Manager and on terms deemed by the Manager to be in the best interests of the Company and the Members. The offer and sale of additional Class A Units shall not require the consent of any Member.

(c) The Company may issue up to 325 Class C Units to officers, employees, consultants and advisors from time to time as determined by the Manager in its sole discretion, pursuant to such purchase agreements required to be executed by any such employees, consultants and advisors in order to become Class C Holders. The issuance of Class C Units shall not require the consent of any Member.

(d) Any new Class A Holder and Class C Holder shall be, upon execution and delivery of a counterpart signature page to this Agreement and the acceptance thereof by the Company, a Class A Holder and Class C Holder, respectively, for all purposes under this Agreement, with all of the rights and obligations of a Class A Holder and Class C Holder, respectively, and thereupon Schedule 2 hereto shall be automatically amended without further action on the part of any of the parties to reflect the purchase of Class A Units and Class C Units, respectively, and the relative Class Percentage Interests and Fully-Diluted Percentage Interests set forth on Schedule 2 shall automatically be proportionally adjusted and amended to reflect such issuance without further action on the part of the Manager or the Members.

(e) The Class C Units shall be granted in exchange for services provided to the Company and its subsidiaries and are intended to be "profits interests" for U.S. federal income tax purposes. Each Class C Unit shall have a Distribution Threshold (as defined below) and the holders of Class C Units will be eligible to receive distributions with respect thereto to the extent provided in Section 9.1, including Section 9.1(g). "Distribution Threshold" means (i) with respect to the Class C Units issued on or before the date hereof, $0, and (ii) with respect to any other Class C Unit, an amount specified by the Manager at the time of its issuance; provided, that in no event shall the Distribution Threshold with respect to any Class C Units, upon their issuance, be less than the amount of distributions to which such Class C Unit would be entitled (if its Distribution Threshold were $0) under Section 9.1(b)(v) hereof if, immediately after the issuance of such Class C Unit, all the assets of the Company were sold for their respective Fair Values, the liabilities of the Company were paid in full, and the remaining proceeds were distributed in accordance with Sections 9.1(b). The intent of this Section 6.2(e) is to ensure that all Class C Units issued qualify as "profits interests" under Revenue Procedure 93-27, I.R.B. 1993-24 and Revenue Procedure 2001-43, I.R.B. 2001-34 and this Section 6.2(e) and other provisions of this Agreement shall be interpreted and applied consistently therewith. Each recipient of a Class C Unit (whether issued on or after the date hereof) agrees, if so requested by the Manager, or any member thereof, to timely and properly make an election under Section 83(b) of the Code with respect to each Class C Unit received which is subject to vesting or repurchase or with respect to which such an election may otherwise be made. The Manager may issue Class C Units on such terms and conditions (including vesting and forfeiture provisions) as the Manager determines in good faith.

(f) No additional Class B Units may be sold or issued by the Company.

(g) Notwithstanding the foregoing, substitute Members may only be admitted in accordance with Article 13.3.

Repurchase of Units - Subject to any restrictions imposed by the Act and applicable law, the Company, upon approval of the Manager, may repurchase, redeem or otherwise reacquire any Units. If any Units are repurchased, redeemed or otherwise reacquired by the Company, such Units shall be cancelled and returned to authorized but unissued Units.

Certificates - All Units issued hereunder shall be uncertified; provided that the Manager may approve a specimen form of certificate and issue to the Members such certificates specifying the number and type of Units held by each such Member.

Unit Ownership Ledger - The Company shall create and maintain a ledger (the "Unit Ownership Ledger") setting forth the name of each Unit Holder and Member and the number of each class of Units held by each such Unit Holder and Member. Upon any change in the number of ownership of outstanding Units (whether upon an issuance of Units, a transfer of Units, a cancellation of Units or otherwise), the Company shall amend and update the Unit Ownership Ledger and shall deliver a copy of such updated ledger to each holder of Units upon request. Absent manifest error, the ownership interests recorded on the Unit Ownership Ledger shall be conclusive record of the Units that have been issued and outstanding.

Article 7

Capital Contributions; Capital accounts

Capital Contributions - Effective as of the date of this Agreement, each Class A Holder, Class B Holder and Class C Holder, respectively, shall have paid in cash, cancellation of indebtedness or other form of consideration, to the Company the amount set forth opposite such Class A Holder's name, Class B Holder's name or Class C Holder's name in Schedule 2 under the heading "Capital Contribution."

Additional Capital Contributions - (a) If all of the Members determine at any time in accordance with Section 3.6 hereof that the Company requires additional funds to enable the Company to carry on its business, satisfy its obligations, pay its debts and expenses, or discharge its liabilities, the Class A Holders shall contribute to the capital of the Company as additional Capital Contributions in cash the total amount of funds so determined by all of the Members to be needed. All additional Capital Contributions required to be made by the Class A Holders pursuant to this Section shall be made pro rata in accordance with the Class Percentage Interests of such Class A Holders. If all of the Members so determine that any additional Capital Contribution is required to be made pursuant to this Section, the Manager shall give a notice to the Class A Holders that an additional Capital Contribution is required, which shall state the total amount of such additional Capital Contribution (and each Class A Holder's share thereof) and briefly describe the purpose of such additional Capital Contribution. Each Class A Holder shall,

within thirty (30) days after such notice is given, contribute in cash to the Company such Class A Holder's share of the additional Capital Contribution stated in such notice. Upon receipt of each such additional Capital Contribution, the Company shall credit each Class A Holder's Capital Account with the amount of such Class A Holder's additional Capital Contribution.

(b) If a Class A Holder shall default in respect of its obligation to pay its portion of any additional Capital Contribution approved pursuant to Section 7.2(a), when such payment shall be due, and such default shall not be cured within sufficient time for the Company to be reasonably able to cure any payment default it may have, then, at the election of the Manager, by written notice to the defaulting Class A Holder during the continuance of such default, in addition to any other remedies the Company has to obtain such payment, the Manager, on behalf of the Company, may elect to do any or all (or none) of the following:

(i) set off any amounts owed to the defaulting Class A Holder, or

(ii) compulsorily redeem the defaulting Class A Holder's interest for an amount equal to the lesser of: (A) 50% of such Class A Holder's total Capital Contributions to the Company less the amount of all prior distributions made to such Class A Holder and (B) such Class A Holder's Capital Account; provided, that such payments shall be made at the time such Class A Holder would have been entitled to a distribution under Section 9.1 (if such Class A Holder had not defaulted) or at such other time as the Manager may elect.

Withdrawal of Capital Contributions - No Member shall have the right to withdraw all or any part of its Capital Contribution from the Company. Each Member, irrespective of the nature of its Capital Contribution, shall have the right to demand and receive only cash in return for its Capital Contribution, unless the Members shall have unanimously agreed that any Member may receive a distribution in kind.

No Interest on Capital Contributions - No interest shall be payable on or with respect to the Capital Contributions or Capital Accounts of the Members.

Capital Accounts - (a) A single capital account ("Capital Account") shall be maintained for each Unit Holder (regardless of the class of interests owned by such Holder and regardless of the time or manner in which such interests were acquired) in accordance with the capital accounting rules of section 704(b) of the Code, and the regulations thereunder (including without limitation section 1.704-1(b)(2)(iv) of the Treasury Regulations). In general, under such rules, a Unit Holder's Capital Account shall be:

(i) increased by (A) the amount of money contributed by the Unit Holder to the Company (including the amount of any Company liabilities that are assumed by such Unit Holder other than in connection with distribution of Company Property, (B) the fair market value of property contributed by the Unit Holder to the Company (net of liabilities secured by such contributed property that under section 752 of the Code the Company is considered to assume or take subject

to), and (C) allocations to the Unit Holder of the Company income and gain (or item thereof), including income and gain exempt from tax; and

(ii) decreased by (A) the amount of money distributed to the Unit Holder by the Company (including the amount of such Member's individual liabilities that are assumed by the Company other than in connection with contribution of property to the Company), (B) the fair market value of property distributed to the Unit Holder by the Company (net of liabilities secured by such distributed property that under section 752 of the Code such Unit Holder is considered to assume or take subject to), (C) allocations to the Unit Holder of expenditures of the Company not deductible in computing its taxable income and not properly chargeable to capital, and (D) allocations to the Unit Holder of Company loss and deduction (or item thereof).

(b) Where section 704(c) of the Code applies to Company Property or where Company Property is revalued pursuant to paragraph (b)(2)(iv)(f) of section 1.704-1 of the Treasury Regulations, each Unit Holder's Capital Account shall be adjusted in accordance with paragraph (b)(2)(iv)(g) of section 1.704-1 or paragraph (d)(2) of section 1.704-3 of the Treasury Regulations as to allocations to the Members of depreciation, depletion, amortization and gain or loss, as computed for book purposes with respect to such property.

(c) When Company Property is distributed in kind (whether in connection with liquidation and dissolution or otherwise), the Capital Accounts of the Unit Holders shall first be adjusted to reflect the manner in which the unrealized income, gain, loss and deduction inherent in such property (that has not been reflected in the Capital Account previously) would be allocated among the Unit Holders if there were a taxable disposition of such property for the fair market value of such property (taking into account section 7701(g) of the Code) on the date of distribution.

(d) In the event of a Transfer of all or any portion of a Unit Holder's interest, the Capital Account of any transferee shall include the appropriate portion of the Capital Account of the Unit Holder from which the transferee's interest in the Company was obtained.

(e) It is intended that the Capital Accounts of the Unit Holders shall be determined and maintained throughout the term of the Company in accordance with, and shall be adjusted as may be required under, the Treasury Regulations promulgated under section 704 of the Code. The foregoing provisions of this Section 7.5 and certain other provisions of this Agreement are intended to comply with said Treasury Regulations and shall be interpreted and applied in the manner consistent with said Regulations. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with said Treasury Regulations, the Manager may make such modification.

Loans by Members to Company - No Member shall be obligated or have the right to loan money to the Company. Any loan by a Member to the Company approved by the Manager shall be separately entered on the books of the Company as a loan to the Company and not as a

Capital Contribution, shall bear interest at such rate as may be agreed upon by the lending Member and approved by the Manager, and shall be evidenced by a promissory note duly executed by the Manager on behalf of the Company and delivered to the lending Member.

Article 8

Allocation of Profits and Losses and Distributions

Allocations -Each Unit Holder's distributive share of the Company's total income, gain, loss, deduction or credit (or items thereof), which total shall be as shown on the annual federal income tax return prepared by or at the direction of the Manager or as finally determined by the United States Internal Revenue Service or the courts, and as modified by the capital accounting rules of section 704(b) of the Code and the Treasury Regulations thereunder, as implemented by Section 7.5 hereof, as applicable, shall be determined as follows:

(a) Except as otherwise provided in this Section 8.1, items of income and gain (other than Capital Gain) shall be allocated to the Unit Holders in a cumulative amount hereunder equal to the cumulative amount of distributions previously made (or concurrently being made) to such Unit Holders pursuant to Section 9.1(b) hereof (other than with respect to any distributions under such Section which represents a return of previously contributed capital), and as amongst such Unit Holders, in proportion to the amounts so previously or concurrently distributed which do not represent a return of previously contributed capital). In the event the cumulative amount of items of income and gain available for allocation under this Section 8.1(a) exceeds the amount required to be allocated pursuant to this Section 8.1(a), such excess shall be allocated in accordance with Section 8.1(b).

(b) Except as otherwise expressly provided in this Agreement, including Section 8.1(a) and Section 8.1(c) hereof, Capital Gain, Capital Loss and Deduction and, to the extent necessary, individual items of income, gain, loss or deduction of the Company not otherwise specially allocated hereunder, shall be allocated among the Members in a manner such that the Capital Account of each Member, immediately after making such allocation, is, as nearly as possible, equal (proportionately) to (i) the distributions that would be made to such Member pursuant to Section 9.1(c) if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their book value (determined in accordance with Section 704(b) of the Code, as implemented by Section 7.5 hereof), all Company liabilities were satisfied (limited with respect to each nonrecourse liability to the book value of the assets securing such liability), and the net assets of the Company were distributed in accordance with Section 9.1(c) to the Members immediately after making such allocation, minus (ii) such Member's share of "minimum gain" and "partner nonrecourse debt minimum gain," each as defined under section 1.704-2 of the Treasury Regulations, computed immediately prior to the hypothetical sale of assets.

(c) **Regulatory Allocations**. The following provisions (**"Regulatory Allocations")** are intended to comply with certain regulatory requirements for allocations set forth in section 704(b) of the

Code. It is the intent and understanding of the parties that the allocations required by this Section 8.1(c) will be offset by future, offsetting allocations pursuant to this Section 8.1(c):

(i) **Limitation.** Notwithstanding anything in this Section 8.1 to the contrary, items of loss and deduction allocated to any Member pursuant to this Section 8.1 with respect to any taxable year shall not exceed the maximum amount of such items that can be so allocated to such Member without causing such Member to have a deficit balance in its Capital Account in excess of the amount of such Member's obligation, if any, to restore such deficit Capital Account, computed in accordance with the rules of section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations. Any such items of loss or deduction in excess of the limitation set forth in the preceding sentence shall be allocated to those Unit Holders who would not be subject to such limitation, proportionately in accordance with their Fully-Diluted Percentage Interests.

(ii) **Minimum Gain Chargeback**. Notwithstanding anything to the contrary in this Section 8.1, if there is a net decrease in "Minimum Gain" or "Partner Nonrecourse Debt Minimum Gain" (as such terms are defined in sections 1.704-2(b) and 1.704-2(i)(2) of the Treasury Regulations) during a taxable period of the Company, then each Member shall be allocated items of income and gain for such year (and, if necessary, for subsequent years) in the manner provided in section 1.704-2 of the Treasury Regulations.

(iii) **Qualified Income Offset.** Subject to the provisions of Section8.1(c)(ii), but otherwise notwithstanding anything to the contrary in this Section 8.1, if any Member's Capital Account has a deficit balance in excess of such Member's obligation to restore its Capital Account balance, computed in accordance with the rules of paragraph (b)(2)(ii)(d) of section 1.704?1 of the Treasury Regulations, then sufficient amounts of income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year) shall be allocated to such Member in an amount and manner sufficient to eliminate such deficit as quickly as possible.

(iv) **Effect of Special Allocations on Subsequent Allocations.** Any special allocation pursuant to Sections8.1(c)(i) and 8.1(c)(iii) hereof shall be taken into account in computing subsequent allocations of income and gain pursuant to this Section 8.1 so that the net amount of all such allocations to each Member shall, to the extent possible, be equal to the net amount that would have been allocated to each such Member pursuant to the provisions of this Section 8.1 if such special allocations had not occurred. It is anticipated that all allocations pursuant to Section 8.1(c)(v) will be offset by allocations pursuant to Section 8.1(c)(ii) hereof. To the extent the Manager reasonably determine that any amount allocated pursuant to Section 8.1(c)(v) hereof is unlikely to be offset by a countervailing allocation of income from Section 8.1(c)(ii) hereof, then so much of such allocation as the Manager has determined is unlikely to be offset shall also be taken into account in computing subsequent allocations of income and gain pursuant to this Section 8.1 so that the net amount of all such Regulatory Allocations shall, to the extent possible,

equal the net amount that would be allocated to such Member if such provisions had not been part of this Agreement.

(v) **Nonrecourse Debt.** Items of deduction and loss attributable to "partner nonrecourse debt" within the meaning of section 1.704-2(b)(4) of the Treasury Regulations shall be allocated to the Unit Holders bearing the economic risk of loss with respect to such debt in accordance with section 1.704-2(i)(1) of the Treasury Regulations. Items of deduction and loss attributable to "nonrecourse liabilities" of the Company within the meaning of section 1.752-1 of the Treasury Regulations shall be allocated to the Unit Holders in proportion to their respective Fully-Diluted Percentage Interests.

State and Local Items. Items of income, gain, loss, deduction, credit and tax preference for state and local income tax purposes shall be allocated to and among the Unit Holders in a manner consistent with the allocation of such items for federal income tax purposes in accordance with the foregoing provisions of Section 8.1.

Allocation Solely for Tax Purposes. In determining each Member's allocable share of the taxable income or loss of the Company, depreciation, depletion, amortization and gain or loss with respect to any contributed property, or with respect to revalued property where the Company's property is revalued pursuant to section 1.704-1(b)(2)(iv)(f) of the Treasury Regulations, shall be allocated to the Unit Holders under the traditional method as provided under section 1.704-3(b) of the Treasury Regulations. The foregoing allocation is required to be made solely for tax purposes and shall not affect any Member's Capital Account.

Valuation of Assets. The value of any assets shall be valued initially at cost, with subsequent adjustments to values which reflect fair market value as reasonably determined by the Manager (and as reviewed by the Company's independent certified public accountants).

Determination by Manager of Certain Matters. All matters concerning the valuation of any assets of the Company, the determination and allocation of income gain, loss, deduction and credit hereunder, the maintenance of Capital Accounts and any accounting procedures, not specifically and expressly provided for by the terms of this Agreement, shall be determined in good faith, on a consistent basis, and with a view to the furtherance of the objects and purposes of the Company, by the Manager, whose reasonable determination shall be final and conclusive as to all the Unit Holders.

Article 9

Distributions

Distributions.(a) The Manager may, at its election, make any distributions in accordance with this Section 9.1 in any fiscal year, and shall make the distributions required by Sections 9.1(e) and 9.1(f), below.(b) Prior to dissolution, all Distributable Cash from Operations, whether distributed by the Manager at Manager's election pursuant to Section 9.1(a) above or as required by Section 9.1(e) below, shall (except as expressly required by Section 9.1(g)) be distributed in the following order and priority:

(i) first, to the Class A Holders who contributed the first $1,200,000,000.00 (**the "Initial Class A Holders")** (in the proportion that each such Initial Class A Holder's Unreturned Capital with respect to Class A Units bears to the aggregate amount of Unreturned Capital with respect to the Class A Units held by all Initial Class A Holders), until such Initial Class A Holders shall have received a 30% cumulative preferred return in respect of their Unreturned Capital;

(ii) second, to the Initial Class A Holders (in the proportion that each such Initial Class A Holder's Unreturned Capital with respect to Class A Units bears to the aggregate amount of Unreturned Capital with respect to the Class A Units held by the Initial Class A Holders), until the aggregate amount of Unreturned Capital with respect to such Initial Class A Holders has been reduced to zero;

(iii) third, to the Class A Holders, other than the Initial Class A Holders (**the "Remaining Class A Holders")** (in the proportion that each such Remaining Class A Holder's Unreturned Capital with respect to Class A Units bears to the aggregate amount of Unreturned Capital with respect to the Class A Units held by all Remaining Class A Holders), until such Remaining Class A Holders shall have received a 23% cumulative preferred return in respect of their Unreturned Capital;

(iv) fourth, to the Remaining Class A Holders (in the proportion that each such Remaining Class A Holder's Unreturned Capital with respect to Class A Units bears to the aggregate amount of Unreturned Capital with respect to the Class A Units held by all Remaining Class A Holders), until the aggregate amount of Unreturned Capital with respect to such Remaining Class A Holders has been reduced to zero; and

(v) fifth, to the Class A Holders, the Class B Holders and the Class C Holders in proportion to their Fully-Diluted Percentage Interests.

(c) Prior to dissolution, except as otherwise required by Section 9.1(g) hereof, all Distributable Cash from Sales or Refinancing, whether distributed by the Manager at its election pursuant to Section 9.1(a) above or as required by Section 9.1(e) below, shall be distributed to the Unit Holders in accordance with their Fully-Diluted Percentage Interests.

(d) Unless a distribution shall be a liquidating distribution pursuant to Article 12 hereof, the Manager shall not distribute any assets in kind.

(e) At the end of each month, the Manager shall distribute to the Unit Holders in accordance with Section 9.1(b) the excess of all Distributable Cash from Operations over Company expense (to the extent not otherwise covered by Capital Contributions or payments from permitted reserves) which has not been distributed prior to such date. Within sixty (60) days after any sale or other disposition (other than any sale or disposition of Company Property in the ordinary course of business) or refinancing by the Company of Company Property, the Manager shall (except as provided in the next succeeding sentence) distribute to the Unit Holders in accordance with Section 9.1(c), all Distributable Cash from Sales and Refinancing related to such sale, other disposition or refinancing. It is understood and agreed that the Manager need not distribute any such net cash proceeds to the extent the Manager has reasonably determined that such proceeds should be used to fund reserves.

(f) Notwithstanding anything to the contrary provided for in this Section 9.1, the Manager shall, to the extent of Distributable Cash from Operations, distribute to the Unit Holders in cash, no later than ninety (90) days after the end of the fiscal year of the Company, to enable the Unit Holders to pay their income tax liability (or a reasonable estimate thereof, based upon the methodology permitted by the Code which results in the lowest estimated tax liability for such Unit Holders) resulting from allocations of taxable income, gain, loss, deduction and credit, an amount reasonably estimated to permit such Unit Holders to pay such income tax liability. Distributions pursuant to this Section 9.1(f) shall be made to Unit Holders who were of record as of any day of the period during which the allocations to which such distribution related were made or such other date as the Manager may determine. Distributions pursuant to this Section 9.1(f) shall be made to the Unit Holders ratably in the proportions in which the cumulative net taxable income and gains allocated to them for federal income tax purposes for which they have not previously received a distribution pursuant to Section 9.1(b), 9.1(c) or this Section 9.1(f). Solely for purposes of determining the amount distributable pursuant to this Section9.1(f) to a Unit Holder who has contributed property to the Company, items of income, gain, deduction and loss with respect to such contributed property shall be computed as if the tax basis of such property were equal to its fair market value at the time of such contribution. The cumulative amount distributed to a Unit Holder pursuant to this Section 9.1(f) shall be treated as an advance against, and shall reduce, dollar for dollar, the cumulative distributions such Unit Holder would otherwise be entitled to receive pursuant to Section 9.1(b) or 9.1(c), as applicable, hereof.

(g) Notwithstanding the provisions of Section 9.1(b) or 9.1(c), each distribution pursuant to such Sections that would otherwise be made in respect of any Class C Unit shall be reduced by an amount of such distribution until the aggregate amount of all such reductions made under this Section 9.1(g) with respect to such Class C Unit equals the Distribution Threshold with respect to such Class C Unit (such aggregate amount, the **"Class C Unit Reduction Amount").** The Class C Unit Reduction Amount, if any, with respect to each Class C Unit shall be distributed to

the Class A Holders and the Class B Holders (but only with respect to Vested Class C Holders and, for the avoidance of doubt, not with respect to a Class C Unit until the aggregate amount of reductions made under this Section 9.1(g) has equaled the Distribution Threshold) pro rata in accordance with the number of all such Vested Class C Units, Class B Units and Class A Units, respectively, held by each such holder (treating all such Units as a single class of Units).

(h) If, within sixty (60) days after having received written notice from the Manager of any valuation of assets in connection with any in kind liquidating distribution, a majority in interest of the Members provides notice to the Manager of their objections to such valuation in writing, then the Manager and Members shall attempt to resolve their differences by negotiation, and if no agreement as to valuation is reached by these parties within forty-five (45) days after the Manager receives the notification from such Members, such valuation shall be determined by a mutually acceptable, independent appraiser of like assets whose determination shall be final and binding on all Members and whose engagement shall be at the expense of the Company. If the Manager and the Members cannot agree upon an independent appraiser for these purposes, the valuation shall be determined by arbitration in Santa Monica, California in accordance with the rules of the American Arbitration Association then in effect, and judgment upon the award rendered may be entered in any court having jurisdiction thereof, the expenses of such arbitration to be borne by the Members.

(i) Except as provided in this Section 9.1 and in Article 12 hereof, no Unit Holder shall be entitled to receive any distribution from the income or assets of the Company.

Withholding Taxes. The Company shall at all times be entitled to make payments required to discharge any obligation of the Company to withhold or make payments to any governmental authority with respect to any United States federal, state or local tax liability or any other tax liability of any Unit Holder liable for such taxes arising out of such Unit Holder's interest in the Company. For purposes of this Agreement, any such withholdings or payments shall be treated as a distribution to the Unit Holders on behalf of whom the withholding or payment was made.

Article 10

Books and Reports

Books of Account. The Company shall cause to be maintained complete books and records accurately reflecting the accounts, business and transactions of the Company on a calendar year basis and using the accrual method of accounting in accordance with generally accepted accounting principles. The books and records of the Company with respect to Capital Accounts and allocations of income, gain, loss, deduction or credit (or item thereof) shall be kept under United States federal income tax accounting principles as applied to partnerships.

Inspection of Records. - Each Member shall have the right, upon reasonable request, for purposes reasonably related to the interest of that person as a Member, to inspect and copy (at the

inspecting Member's cost) during normal business hours any of the books and records maintained by the Company pursuant to Section 10.1.

Reports. Within ninety (90) days after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to each member an unaudited annual financial statement of the Company containing a balance sheet as of the end of the fiscal year and an income statement and a statement of changes in financial position for the fiscal year.

Tax Status Any provision hereof to the contrary notwithstanding, solely for United States federal income tax purposes, each of the Members hereby recognizes that the Company will be subject to all provisions of Subchapter K of Chapter 1 of Subtitle A of the Code. The filing of U.S. Partnership Returns of Income shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members.

Tax Returns. The Company shall cause to be prepared all tax returns and statements that must be filed on behalf of the Company with any taxing authority, and shall make timely filing thereof. Within ninety (90) days after the end of each fiscal year, the Company shall cause to be prepared and delivered to each Member a report (including a copy of the Company's federal, state and local income tax or information returns for such fiscal year) setting forth in reasonable detail the information with respect to the Company during such fiscal year reasonably required to enable each Member to prepare its federal, state and local income tax returns in accordance with applicable law.

Section 754 Election. In the event of a distribution of property to a Member, the death of an individual Member or a transfer of any interest in the Company permitted under the Act or this Agreement, the Company shall, upon the written request of the transferor or the transferee, consider filing a timely election under section 754 of the Code and the Income Tax Regulations thereunder to adjust the basis of the Company's assets under section 734(b) or 743(b) of the Code and a corresponding election under the applicable provisions of state and local law. The decision to file such an election shall be made by the Manager in the sole discretion of the Manager. If the request to make the election is approved by the Manager, the person making such request shall pay all costs incurred by the Company in connection therewith, including reasonable attorneys' and accountants' fees.

Tax Matters Partner. Your Company LLC is hereby designated as the "tax matters partner" in accordance with section 6231(a)(7) of the Code (the "Tax Matters Partner") and shall have all powers conferred on a "tax matters partner" there under and all other powers necessary to perform there under, including, without limitation, the right to manage administrative tax proceedings conducted at the Company level by the Internal Revenue Service with respect to Company matters. Expenses of any such administrative proceeding undertaken by the Tax Matters Partner shall be paid out of assets of the Company. The cost of participation in any such

proceeding by a Member and the cost of any audit or adjustment to a Member's tax return will be borne by the affected Member.

Code Section 83(b) Safe Harbor Election. (a) By executing this Agreement, each Member and Unit Holder authorizes and directs the Company to elect to have the "Safe Harbor" described in the proposed Revenue Procedure set forth in Internal Revenue Service Notice 2005-43 (the "Notice") apply to any Interest transferred to a service provider by the Company on or after the effective date of such Revenue Procedure in connection with services provided to the Company or its Affiliates. For purposes of making such Safe Harbor election, the Tax Matters Partner is hereby designated as the "partner who has responsibility for federal income tax reporting" by the Company and, accordingly, the execution of such Safe Harbor election by the Tax Matters Partner constitutes execution of a "Safe Harbor Election" in accordance with Section 3.03(1) of the Notice. The Company and each Member and Unit Holder hereby agree to comply with all requirements of the Safe Harbor described in the Notice including the requirement that each Member and Unit Holder shall prepare and file all federal income tax returns reporting the income tax effects of each safe harbor Interest issued by the Company in a manner consistent with the requirements of the Notice.

(b) The Company and any Member may pursue any and all rights and remedies it may have to enforce the obligations of the Company and the Members (as applicable) under Section 10.8(a) including seeking specific performance or immediate injunctive or other equitable relief from any court of competent jurisdiction (without the necessity of showing actual money damages, or posting any bond or other security) in order to enforce or prevent any violation of the provisions of Section 10.8(a). A Member's obligations to comply with the requirements of this Section 10.8 shall survive such Member's ceasing to be a Member of the Company or the termination, dissolution, liquidation and winding up of the Company, and, for purposes of this Section 10.8, the Company shall be treated as continuing in existence.

(c) Each Member authorizes the Tax Matters Partner to amend Sections 10.8(a) and 10.8 (b) to the extent necessary to achieve substantially the same tax treatment with respect to any Interest in the Company transferred to a service provider by the Company in connection with services provided to the Company as set forth in Section 4 of the Notice (e.g., to reflect changes from the rules set forth in the Notice in subsequent Internal Revenue Service guidance), provided that such amendment is not materially adverse to such Member (as compared with the after-tax consequences that would result if the provisions of the Notice applied to all Interests in the Company transferred to a service provider by the Company in connection with services provided to the Company or its affiliates).

Article 11

Exculpation and Indemnification

Repayment Obligations of Certain Members. No Member shall be personally liable to any other Member for the repayment of distributions made to such Member pursuant to Article 9 or of any amounts standing in the account of another Member, other than, with respect to the Manager of the Company, as a result of its gross negligence, willful misfeasance, bad faith or reckless disregard of the duties involved in the conduct of the Manager's office, except where it acted in good faith in a manner it reasonably believed to be in (or not opposed to) the best interests of the Company, and with respect to any criminal action or proceeding, had reasonable cause to believe that its conduct was lawful. Any payment in respect of such willful misfeasance, bad faith, material breach of this Agreement, material violation of law which the Manager knew or reasonably should have known was illegal, gross negligence or reckless disregard shall be made solely from the assets of the Manager. Neither any Manager nor any Member shall be liable for any tax liability imposed on the Company or any other Member.

Indemnification The Company shall, to the fullest extent permitted under the Act, indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (including, without limitation, arbitration), by reason of the fact that the Person is or was a Manager, or a member, partner, manager, Affiliate, officer, director, employee or agent of a Manager, or an officer, employee or agent of the Company or any Person who is or was serving at the request of a Manager or the Company as a manager, member, partner, director, officer, employee or agent of another company or Person ("Indemnifiable Person"), against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually incurred by it in connection with the action, suit or proceeding except by reason of the fraud, gross negligence or willful misconduct of such Indemnifiable Person, provided that such Indemnifiable Person acted in good faith and in a manner which it reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, did not reasonably believe its conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that an Indemnifiable Person did not act in good faith and in a manner which it reasonably believed to be in or not opposed to the best interests of the Company and that, with respect to any criminal action or proceeding, it did not reasonably believe that its conduct was unlawful. Notwithstanding the foregoing, indemnification may not be made for any claim, issue or matter as to which an Indemnifiable Person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom (or by an arbitrator in a final, binding judgment), to be liable to the Company, or for amounts paid in settlement to the Company, unless and only to the extent that the court in which the action or suit was brought (or such arbitrator) or other court of competent jurisdiction (or arbitrator) determines upon application

that in view of all the circumstances of the case, the Indemnifiable Person is fairly and reasonably entitled to indemnity for such expenses as the court or arbitrator deems proper.

Advancement of Expenses. The reasonable expenses of a Manager and its members, managers, employees, officers and directors incurred in defending a civil or criminal action, suit or proceeding may be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of such Indemnifiable Persons to repay the amount if it is ultimately determined by a court of competent jurisdiction (or by an arbitrator in a final, binding judgment) that such Person is not entitled to be indemnified by the Company.

Effect and Continuation. The indemnification and advancement of expenses authorized in or ordered by a court or arbitrator pursuant hereto:

(a) do not exclude any other rights to which a Person, other than the Manager, seeking indemnification or advancement of expenses may be entitled (whether under contract or otherwise);

(b) continue for a Person who has ceased to be an Indemnifiable Person; provided that the act or omission that is the subject of the claim took place prior to the cessation of such Person's status as an Indemnifiable Person; and

(c) insure to the benefit of it or their respective heirs, assignees, successors, executors and administrators.

Insurance and Other Financial Arrangements. The Company may purchase and maintain insurance or make other financial arrangements on behalf of any Indemnifiable Person for any liability asserted against that person and liability and expenses incurred by him in his capacity as an Indemnifiable Person, or arising out of his status as such.

Repeal or Modification. Any repeal or modification of this Article 11 shall not adversely affect any rights of a Person entitled to indemnification or exculpation hereunder at the time of such repeal or modification.

Article 12

Duration; Dissolution; withdrawal

Duration, Dissolution and Extension. The Company shall have perpetual existence, as provided for in Section2.3 hereof, subject to the provisions for earlier dissolution contained in this Article 12. The Company shall be earlier dissolved upon the first to occur of:

(a) The written consent of the Manager and all members to such dissolution; or

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

Liquidation. (a) Upon the occurrence of an event of dissolution set forth in Section 12.1 hereof, the Company shall cease to engage in any further business, except to the extent necessary to perform existing obligations, and shall wind up its affairs and liquidate its assets. The Members shall diligently pursue the winding up and liquidation of the Company.

(b) During the course of liquidation, the Members shall continue to share profits and losses as provided in Section 8.1 hereof, but there shall be no cash distributions to the Members until the Distribution Date.

Liabilities and Final Accounting. Liquidation shall continue until the Company's affairs are in such condition that there can be a final accounting, showing that all fixed or liquidated obligations and liabilities of the Company are satisfied or can be adequately provided for under this Agreement. The assumption or guarantee in good faith by one or more financially responsible persons shall be deemed to be an adequate means of providing for such obligations and liabilities. When the Manager has determined that there can be a final accounting, the Manager shall establish a date (not to be later than the end of the taxable year of the liquidation, i.e., the time at which the Company ceases to be a going concern as provided in section 1.7041(b)(2)(ii)(g) of the Income Tax Regulations or, if later, ninety (90) days after the date of such liquidation) for the distribution of the proceeds of liquidation of the Company (the **"Distribution Date").** The net proceeds of liquidation of the Company shall be distributed to the Members as provided in Section 12.4 hereof not later than the Distribution Date.

Settling of Accounts. Upon the dissolution and liquidation of the Company, the proceeds of liquidation shall be applied as follows:

(a) First, to pay all expenses of liquidation and winding up;

(b) Second, to pay all debts, obligations and liabilities of the Company, in the order of priority as provided by law, other than debts owing to the Members or on account of the Members' Capital Contributions;

(c) Third, to pay all debts of the Company owing to the Members; and

(d) To establish reasonable reserves for any remaining contingent or unforeseen liabilities of the Company not otherwise provided for, which reserves shall be maintained by the Manager on behalf of the Company in a regular interest-bearing trust account for a reasonable period of time as determined by the Manager. If any excess funds remain in such reserves at the end of such reasonable time, then the Manager shall, on behalf of the Company, distribute such remaining funds to the Members in accordance with Section 12.5 hereof.

Distribution of Net Proceeds. Upon final liquidation of the Company but not later than the Distribution Date, the net proceeds of liquidation remaining after the settling of accounts in accordance with Section 12.4 hereof shall be distributed to the Members proportionately in

accordance with their respective positive Capital Accounts as the Capital Accounts are determined after all adjustments to the Capital Accounts for the taxable year of the Company during which the liquidation occurs are made as required by this Agreement and Income Tax Regulations section 1.704-1(b), which adjustments shall be made within the time specified in such Income Tax Regulations.

Certificate of Cancellation. Upon dissolution and the completion of winding up, the Company shall cause a certificate of cancellation to be filed with the Secretary of State in accordance with the Act.

Certain Events. The death, retirement, resignation, expulsion, bankruptcy or dissolution of any Member or the occurrence of any other event that terminates the continued membership of any Member shall not cause the dissolution of the Company.

Withdrawal of Members (a) Members may not withdraw from the Company prior to its termination.(b) In the event of the dissolution of a Member, the interest of such Member shall continue at the risk of the Company business until the termination of the Company, and its legal representatives shall be entitled to receive such amounts as it would have been entitled to receive had it not dissolved. Except as may otherwise be required by the Act, the legal representatives of a Member which is dissolved shall not be entitled to give or withhold any consent required to be given by the holders of Units under this Agreement and the Class Percentage Interest of any such Member shall be disregarded in determining whether any required consent has been obtained.

(c) Notwithstanding any other provision of this Agreement, the Bankruptcy of a Member shall not cause such Member to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution. **"Bankruptcy"** means, with respect to any Person, if such Person (i) makes an assignment for the benefit of creditors, (ii) files a voluntary petition in bankruptcy, (iii) is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceedings, (iv) files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature, (vi) seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Person or of all or any substantial part of its properties, or (vii) if one hundred twenty (120) days after the commencement of any proceeding against the Person seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, the proceeding has not been dismissed, or if within ninety (90) days after the appointment without such Person's consent or acquiescence of a trustee, receiver or liquidator of such person or entity or of all or any substantial part of its properties, the appointment is not vacated or stayed, or if within ninety (90) days after the expiration of any such stay, the appointment is not vacated. The foregoing definition of **"Bankruptcy"** is intended

to replace and shall supersede and replace the definition of **"Bankruptcy"** set forth in sections 18-101(1) and 18-304 of the Act.

Article 13

Transfer of Units

Transfer of Units.(a) The Members shall have no right to sell, assign, transfer, convey, pledge, mortgage or encumber in any manner, voluntarily or involuntarily, directly or indirectly (a "Transfer"), all or any part of a Member's Interest except in accordance with the requirements set forth in this Article 13.(b) No Member may Transfer all or any part of such Member's Interest unless such Transfer will not (and, upon request of the Manager, the transferring Member shall provide an opinion of counsel in form and substance reasonably satisfactory to the Manager that such Transfer will not) (i) violate any applicable federal or state securities laws or regulations, (ii) subject the Company to registration as an investment company or election as a "business development company" under the Investment Company Act of 1940, (iii) require any Member or any affiliate of a Member to register as an investment adviser under the Investment Advisers Act of 1940, (iv) violate any other federal, state or local laws, (v) effect a termination of the Company under section 708 of the Code, (vi) cause the Company to be treated as an association taxable as a corporation for federal income tax purposes, (vii) cause the Company or any Member to be treated as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended, or (viii) otherwise violate this Agreement.

Approval Required. No Member may Transfer all or any part of a Member's Interest without the prior written approval (an "Approval") of the Manager. In the event that the Manager grants the Approval to the proposed Transfer and all of the other requirements of this Article 13 are fully satisfied, then the transferor Member shall have the right to Transfer to the proposed transferee the portion of such Member's Interest specified in such Approval within sixty (60) days after the date of the Approval.

Substitute Member. Upon granting an Approval to a Transfer and completion of the Transfer, the transferee of the Interest may become a Member of the Company as a substitute (a "Substitute Member") for the transferor Member of the Interest. The transferee shall be admitted to the Company as a Substitute Member when such transferee executes and delivers to the other Member whose Interest is not subject to the Transfer such documents as such other Member may reasonably require by which the transferee assumes the obligations of the transferor Member as a Member under this Agreement and agrees to be bound by this Agreement. The transferor Member shall not be released from any obligation or liability under this Agreement except to the extent a release is expressly set forth in the Approval.

Effect of Transfer Without Approval. Any purported Transfer of all or any part of a Member's Interest not in compliance with this Article 13 shall be void and, except as provided in the Act, shall be of no effect.

Liability for Breach. Any Member purporting to Transfer all or any part of a Member's Interest in violation of this Article 13 shall be liable to the Company and the other Members for all liabilities, obligations, damages, losses (including the loss of any tax benefits), costs and expenses (including reasonable attorneys' fees) caused by such violation.

Permitted Transfers. Notwithstanding Section 13.2 hereof, but subject to Section 13.1 hereof, a Transfer of a Member's Interest (a) to an Affiliate of the transferor Member, or to a successor by merger or consolidation with the transferor Member, (b) to a successor by purchase of all or substantially all of the assets of the transferor Member, or (c) by inter-vivos gift or by testamentary transfer to any spouse, parent, sibling, in-law, child, grandchild, great-grandchild or great-great-grandchild of the Member, or to a trust or partnership for the benefit of the Member or such spouse, parent, sibling, in-law, child, grandchild, great-grandchild or great-great-grandchild of the Member, shall be a permitted Transfer and the transferee of the Interest may become a Member of the Company as a Substitute Member. In such case, the transferee of the Interest shall be admitted to the Company as a Substitute Member when such transferee executes and delivers to the other Member whose Interest is not subject to the Transfer such documents as such other Member may reasonably require by which the transferee assumes the obligations of the transferor Member as a Member under this Agreement and agrees to be bound by this Agreement.

Article 14

Miscellaneous

Method of Accounting. The Company shall elect to use the accrual method of accounting both for financial statement purposes and for federal, state and local income tax purposes.

Goodwill. No value shall be placed on the name or goodwill of the Company.

Entire Understanding. This Agreement amends and restates the Prior Agreement and sets forth the entire understanding of all the parties hereto with respect to the subject matter hereof, except for such other agreements executed concurrently herewith.

Amendments. (a) The Certificate may only be amended by the affirmative vote of all of the Members. Any such amendment shall be in writing, and shall be executed and filed in accordance with the Act.

(b) This Agreement may be amended only by the affirmative vote of the Members holding a majority of the then outstanding Units; provided however, that any provision of this Agreement which would materially adversely affect the interests and rights of the Class B Members pursuant to this Agreement will also require the affirmative vote of the holders of a majority of the then outstanding Class B Units. Any such amendment shall be in writing.

Notices. Except as expressly otherwise provided herein, all notices, requests, consents and other communications hereunder shall be in writing and shall be deemed effective upon receipt and shall be sufficient if delivered personally, by nationally recognized overnight courier service or by mail (registered or certified mail, postage prepaid, return receipt requested):

(a) if to the Company, at Your Address, City, State Zip; and

(b) if to any Member, at the address of such Member set forth on Schedule 1;

or to such other address as the Manager shall furnish to the Members or the Members may furnish to the Company by notice in writing in the manner set forth above.

Successors; Counterparts. This Agreement (a) except as otherwise provided in this Agreement, shall be binding as to the executors, administrators, estates, heirs and legal successors and assigns of the Members, and (b) may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one (1) counterpart as of the day and year first above written; provided, however, that each separate counterpart shall have been executed by the Manager.

Governing Law; Severability.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. In particular, it shall be construed to the maximum extent possible to comply with all the terms and conditions of the Act applicable to limited liability companies. If, nevertheless, it shall be determined by a court of competent jurisdiction that any provision or wording of this Agreement shall be invalid or unenforceable under said Act or other applicable law, such invalidity or unenforceability shall not invalidate the entire Agreement. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of any applicable law, and, in the event such term or provision cannot be so limited, this Agreement shall be construed to omit such invalid or unenforceable provision.

Headings. The titles of the Certificate and the headings of the Sections of this Agreement are for convenience of reference only, and are not to be considered in construing the terms and provisions of this Agreement.

Confidentiality and Nondisclosure. All information which shall have been furnished or disclosed by a Member to any other Person pursuant to this Agreement or the negotiations leading to this Agreement that has been furnished prior to the execution of this Agreement or is hereafter furnished shall be held in confidence and shall not be disclosed to any Person other than their respective employees, directors, legal counsel, accountants or financial advisers with a need to have access to such information, except as reasonably necessary to comply with any disclosure obligations under any federal or state securities laws or as otherwise required by law,

or as otherwise expressly agreed by the Members. The obligations of this Section14.9 do not apply to any information that (a) is or becomes part of the public domain, (b) is disclosed by the disclosing party to third parties without restrictions on disclosure of (c) is received by the receiving party form a third party without breach of a nondisclosure obligation.

Authority. Each individual executing this Agreement on behalf of any Person which is an entity hereby represents and warrants that such individual is duly authorized and empowered to execute and deliver this Agreement on behalf of such Person in accordance with such Person's organizational documents, and that this Agreement is binding upon and enforceable against such Person in accordance with its terms.

Consents and Approvals. Except as otherwise expressly provided for in this Agreement, where any provision of this Agreement provides for the consent or approval of any Person, such Consent or Approval shall be exercised within a reasonable period of time after receipt of a written request therefor, and in the event that no response to such request for such consent or approval has been provided within fifteen (15) days following the date of such request, then in such event such consent or approval, as appropriate, shall be deemed to have been given.

Power of Attorney. Each Member hereby constitutes and appoints Shebaniah LLC, as such Member's true and lawful representative and their attorney in fact, in its name, place and stead to make, execute, sign and file any amendment to the Certificate required because of any amendment to this Agreement and all such other instruments, documents and certificates which may from time to time be required by the laws of the United States of America, the State of Alabama or any other state in which the Company shall determine to do business, or any political subdivision or agency thereof, to effectuate, implement and continue the valid and subsisting existence of the Company. Such representatives and attorney in fact shall not, however, have any right, power or authority to amend or modify this Agreement when acting in such capacities.

Right to Convert to Corporate Form. If the Company, pursuant to the decision of the Manager, undertakes an Initial Public Offering, then the Unit Holders shall cooperate with each other in good faith to effectuate such Initial Public Offering, which may involve converting the Company from a Alabama limited liability company to a corporation organized under the laws of Alabama or another jurisdiction, whether by merger, a tax-free contribution under Section 351 of the Code or by such other form of transaction as may be available under applicable law, and the Unit Holders hereby agree to cooperate in all respects to effectuate such Initial Public Offering, which may require the conversion of their Units into shares of common stock or other securities in the Company or another successor entity. Upon such an election, the Unit Holders shall, at the expense of the Company, as soon as practicable thereafter execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, all instruments and documents that may be reasonably requested by the Manager to best effectuate the conversion of the Company to a corporation while continuing in full force and effect, to the extent consistent with such possible conversion, the terms, provisions, and conditions of this Agreement, including, without

limitation, all rights, protections and benefits afforded to parties to this Agreement. All Unit Holders shall work together in good faith to accomplish the conversion in the most tax-advantageous manner reasonably available. It is the intent of the Unit Holders that the conversion of the Company into corporate form is part of the Unit Holder's investment decision with respect to the Units. Immediately prior to the conversion to a corporation, the Manager will determine the aggregate value of the Units immediately prior to the Initial Public Offering (the "Pre-Offering Company Value") based on the per share price at which common stock will be sold in the Initial Public Offering (the "Per Share Offering Price") net of any underwriting discounts, fees and expenses. Upon such conversion to a corporation, each Unit will be converted into a number of shares of common stock determined by dividing (i) the amount that would be distributed in respect of such Unit if all assets of the Company were sold for cash equal to the Pre-Offering Company Value and the proceeds were distributed in accordance with Section 9.1 by (ii) the Per Share Offering Price.

Counsel. Counsel to the Company may also be counsel to a Member or any Affiliate of a Member. The Members may execute on behalf of the Company any consent to the representation of the Company that Counsel may request pursuant to the Alabama Rules of Professional Conduct or similar rules in any other jurisdiction ("Rules"). Since this Agreement sets forth the parties' rights and obligations, there is an inherent potential for conflicts of interest among the parties. If any dispute or controversy arises between any Member and the Company, or between any Member or the Company, on the one hand, and a Member (or an Affiliate of a Member) that Counsel represents, on the other hand, then each Member agrees that Counsel may represent either the Company or such Member (or his or her Affiliate), or both, in any such dispute or controversy to the extent permitted by the Rules, and each Member hereby consents to such representation and waives any conflict of interest arising from or related to such representation.

Further Assurances. From and after the date of this Agreement, the Members agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of the Company in accordance with this Agreement.

In Witness Whereof, the undersigned have hereto set their hands as of the day and year first above written, which day and year shall be considered the "date of this Agreement" for all purposes hereunder.

CLASS B MEMBER

Shebaniah LLC, a Alabama limited liability company

By: Tiffany P. Sturdivant

Tiffany P. Sturdivant, Manager

CLASS A MEMBERS

If an Individual:

(Signature)

(Print Name)

(Signature of Spouse)

(Print Spouse's Name)

If a corporation, partnership or other entity:

(Print Name of Entity)

By:

Name:

Title:

CLASS C HOLDERS

If an Individual:

(Signature)

(Print Name)

(Signature of Spouse)

(Print Spouse's Name)

If a corporation, partnership or other entity:

(Print Name of Entity)

By:

Name:

Title:

SCHEDULE 1

Members

Class A Members

[Name]

[Address]

[Name]

[Address]

[Name]

[Address]

[Name]

[Address]

Class B Member

Your Company LLC

Your Address

City, State Zip

Schedule 2

Unit holders and Capital

	Capital Contribution	Class A Units	Class Percentage Interest	Fully-Diluted Percentage Interest
Class A Holders				
[Name]	$		%	%
[Address]				
[Name]				
[Address]				
[Name]				
[Address]				

[Name]

[Address]

Total Class A Holders 100%

	Capital Contribution	Class B Units	Class Percentage Interest	Fully Diluted Percentage Interest
Class B Holder			100%	
Shebaniah LLC				
1448 Heron Drive				
Birmingham, Al 35214				
Total Class B Holder			100%	

	Capital Contribution	Class C Units	Class Fully Percentage Interest
Class C Holders			
[Name]			
[Address]			
[Name]			
[Address]			
[Name]			
[Address]			
Total Class C Holders	N/A	___%	___%

Total Class A Holders, Class B Holders $_____ 100%

and Class C Holders

_____

* See also Sections 3.5 and 7.1.

[1] Represents the agreed value of the Transferred Assets (as defined in the Assignment Agreement dated _____ 20 _____, by and between the Company and Shebaniah LLC) by Your Shebaniah LLC to the Company.

PRIVATE PLACEMENT MEMORANDUM

CORPORATE ACKNOWLEDGEMENT

ORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

)

:

)

On this ____ day of _____, ____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he (she) is the _____ _____ of _____, the corporation described in and which executed the foregoing instrument; that he (she) executed said instrument on behalf of said corporation by authority of its board of directors or pursuant to its by-laws and that the same is the free act and deed by said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affirmed my official seat the day and year in this certificate first above written.

Notary Public

[SEAL]

Address:

My commission expires:

PRIVATE PLACEMENT MEMORANDUM

PARTNERSHIP ACKNOWLEDGEMENT

PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

)

:

)

On this ____ day of _____, ____, before me personally came _____, to me known to be the individual described in and who executed the foregoing instrument, and acknowledge that he (she) executed the same as a general partner of the foregoing partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affirmed my official seal the day and year in this certificate first above written.

Notary Public

[SEAL]

Address:

My commission expires:

PRIVATE PLACEMENT MEMORANDUM
INDIVIDUAL SUBSCRIBER
ACKNOWLEDGEMENT

INDIVIDUAL SUBSCRIBER

STATE OF _____

COUNTY OF _____

On this ____ day of _____, ____, before me personally appeared _____ _____, to me known, who duly acknowledged to me that he (she) (they) (it) is (are) the trustee(s) of _____, the trust described in the foregoing instrument, that the foregoing instrument was signed on behalf of said trust and that the same is the free act and deed of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affirmed my official seat the day and year in this certificate first above written.

Notary Public

[SEAL]

Address:

My commission expires:

PRIVATE PLACEMENT MEMORANDUM
TRUST ACKNOWLEDGEMENT

TRUST ACKNOWLEDGEMENT

STATE OF _____

)

:

COUNTY OF _____

)

On this ____ day of _____, ____, before me personally appeared _____ _____, to me known, who duly acknowledged to me that he (she) (they) (it) is (are) the trustee(s) of _____, the trust described in the foregoing instrument, that the foregoing instrument was signed on behalf of said trust and that the same is the free act and deed of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affirmed my official seat the day and year in this certificate first above written.

Notary Public

[SEAL]

Address:

My commission expires:

PRIVATE PLACEMENT MEMORANDUM
INDIVIDUAL SUBSCRIBER
ACKNOWLEDGEMENT

ACKNOWLEDGMENT FOR INDIVIDUAL SUBSCRIBERS

STATE OF _____

COUNTY OF_____

On this ____ day of _____, ____, before me, the undersigned, a Notary Public of said State, duly commissioned and sworn, personally appeared _____, known to me to be the person (or persons) whose name is (or whose names are) subscribed to on the within instrument and acknowledged that he (or she or they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affirmed my official seat the day and year in this certificate first above written.

Notary Public

Address:

My commission expires:

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

Subscription Agreement

Shebaniah LLC

1448 Heron Drive

Birmingham, Alabama 35214

To Shebaniah LLC:

1. Subscription. The undersigned (the "Investor") hereby subscribes for and agrees to purchase the number of units of Class A limited liability company membership interest (the "Class A Units") in Shebaniah LLC, a Alabama limited liability company (the "Company"), set forth on the signature page hereto at a purchase price of $100 per Class A Unit and a Class D Unit.

2. Purchase of Class A Units and Class D Units. On or before the closing date of the purchase of Class A Units or Class D Units by the Investor, the Investor shall deliver payment (in the form of a wire transfer, cashier's check or cancellation/conversion of indebtedness) to Shebaniah LLC for the number of Class A Units or Class D Units set forth on the signature page hereto.

3. Acceptance or Rejection of Subscription.

(a) The Investor understands and agrees that the Investor's subscription for Class A Units or Class D Units evidenced hereby is irrevocable and is conditioned upon acceptance by the Company, and that, at any time prior to the closing of the Investor's purchase of a Class A Unit or Class D Unit, may be accepted or rejected in whole or in part by the Company, in its sole discretion notwithstanding prior receipt by the Investor of notice of acceptance of the Investor's subscription, if in the judgment of the Company's manager such action is not in the best interests of the Company.

(b) In the event of a rejection of the Investor's subscription, the Investor's cash or check will be returned to the Investor without interest or deduction and this Subscription Agreement shall have no force or effect. In the event of a partial rejection of the Investor's subscription, that portion of the Investor's payment relating to the rejected portion will be returned, and this Subscription

Agreement will be deemed amended to reflect the reduction by the Company, as the Investor's attorney-in-fact.

4. Closing Date; Operating Agreement. (a) The Investor's minimum subscription for Class A Units shall be $1,200,000,000.00 for Class D Units $4,000,000.00, provided that the Company may accept less than such amount in its sole discretion. The Company may accept subscriptions for Class A Units in the aggregate amount of up to $3,500,000,000.00. **The initial closing shall occur on or before** June 30, 2020, or such later date as determined by the Company's manager (the "Initial Closing"). Following the Initial Closing, the Company may conduct one or more subsequent closings until the date on which the Company has accepted subscriptions for Class A Units or Class D Units in the aggregate amount of **$1,200,000,000.00 (the "Initial Offering Amount").** Subscriptions received after the sale of the Initial Offering Amount will be held in a segregated account and released to the Company on the date the Company has received subscriptions in the aggregate amount of $130,000,000,000.00 (the "Final Closing"). **The Final Closing shall occur by December 31, 2021**, subject to the right of the Company's manager to extend the offering. If the Investor's subscription is not accepted by the Company, the Investor's funds shall be returned, without interest or deduction, to the Investor.

(b) The Investor agrees to be bound by all the terms and provisions of the Amended and Restated Limited Liability Company Operating Agreement of the Company (as amended from time to time, the "Operating Agreement"), in the form attached hereto as Exhibit A, and, upon acceptance of the Investor's subscription and admission of the Investor to the Company as a member, the Company may execute and deliver the Operating Agreement on behalf of the Investor as the Investor's attorney-in-fact.

5. Representations and Warranties of the Investor. To induce the Company to accept the Investor's subscription for Class A Units or Class D Units, the Investor represents and warrants to the Company as follows:

(a) The Investor is acquiring the Class A Units or Class D Units for the Investor's own account, for investment purposes only and not with a view to or for the resale, distribution or fractionalization thereof, in whole or in part, and no other person has or will have a direct or indirect beneficial interest in the Class A Units or Class D Units. If an entity, the Investor was not formed for the purpose of investing in the Company.

(b) The Investor acknowledges its/his/her understanding that the offering and sale of the Class A Units or Class D Units is exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"),of the Securities Act and Rule 506 (c) of Regulation D promulgated thereunder, and is exempt from the qualification requirements under the Alabama Corporate Securities Law of 1975 pursuant to section thereof. §8-6-3. In furtherance thereof, the Investor represents and warrants to and agrees with the Company and the manager of the Company (the "Manager") that:

(i) The Investor has the financial ability to bear the economic risk of the Investor's investment in the Company (including its possible loss), has adequate means for providing for the Investor's current needs and personal contingencies and has no need for liquidity with respect to the Investor's investment in the Company.

(ii) The Investor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Class A Units or Class D Units and protecting the Investor's own interests in connection with the investment and has obtained, in the Investor's judgment, sufficient information from the Company and the Manager to evaluate the merits and risks of an investment in the Class A Units or Class D Units. The undersigned has not utilized any person as the Investor's purchaser representative in connection with evaluating such merits and risks.

(iii) The Investor is either (A) an "accredited investor" within the meaning of Regulation D as set forth in the Investor Questionnaire attached hereto as Exhibit C and completed and submitted to the Company by Investor herewith or (B) has (1) a preexisting personal or business relationship with the Company or one or more of its managers, officers or control persons or (2) by reason of the Investor's business or financial experience the Investor is capable of evaluating the risks and merits of this investment and of protecting the Investor's own interests in connection with this investment.

(iv) The offer and sale of the Class A Units and Class D Units to the Investor has been accomplished by general solicitation or general advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio and any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(c) The Investor:(i) has been furnished with any documents which may have been requested by the Investor, has carefully read such documents and acknowledges that (A) the assumptions, estimates, projections and budgets contained in such documents have been included for illustration purposes only, are estimates only and actual results may not correspond with results contemplated by the assumptions set forth therein, and (B) that the information in such documents and any other information provided to the Investor by the Company reflects the Company's current intentions and estimates at the current time, and, as with any developing company, the precise elements of the Company's plans can be expected to change from time to time;

(ii) has evaluated and understands the risks associated with an investment in the Company and has carefully read and understands the Investment Considerations and Risk Factors attached hereto as Exhibit B and made a part hereof;

(iii) understands that the information contained in the documents provided to the Investor and herein is confidential and non-public and agrees that all such information shall be kept in confidence by the Investor and neither used by the Investor for the Investor's personal benefit (other than in connection with the evaluation and purchase of Class A Units) nor disclosed to any

third party for any reason (other than in connection with the evaluation and purchase of Class A Units);

(iv) has been furnished, to the full satisfaction of the Investor, with any materials the Investor has requested relating to the Company, the offering of Class A Units or Class D Units or any statement made in the documents provided to the Investor, and the Investor has been afforded the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering of Class A Units or Class D Units and the Operating Agreement and other matters pertaining to an investment in Class A Units or Class D Units, and has been given the opportunity to obtain such additional information in order for the Investor to evaluate the merits and risks of an investment in the Company to the extent the Manager or the Company possess such information or can acquire it without unreasonable effort or expense;

(v) has consulted to the extent deemed appropriate by the Investor with the Investor's own advisers as to the tax, legal and related matters concerning an investment in the Class A Units or Class D Units and on that basis has determined that an investment in the Class A Units or Class D Units is suitable and appropriate for the Investor and that at this time the Investor could bear a complete loss of Investor's investment; and

(vi) acknowledges that the tax consequences of investing in the Company will depend on the Investor's particular circumstances, and neither the Company, the Manager nor any of their respective agents, employees, managers, affiliates, consultants or representatives will be responsible or liable for the tax consequences to the Investor of an investment in the Company and that the Investor will look solely to, and rely upon, the Investor's own advisers with respect to the tax consequences of an investment in the Company.

(d) In making the decision to purchase the Class A Units or Class D herein subscribed for, the Investor has relied solely upon independent investigations made by the Investor and materials furnished by the Company or the Manager as described in Section 2(c) hereof, and no representations or warranties have been made to the Investor by the Company, any Manager or any of their respective employees, managers, owners, affiliates or representatives, nor has any person at any time expressly or implicitly represented guaranteed or warranted to the Investor that (i) Investor may freely transfer the Class A Units or Class D Units, (ii) a percentage of profit and/or amount or type of consideration will be realized as a result of an investment in the Class A Units or Class D Units, (iii) the past performance of the Manager or such Manager's affiliates indicates the predictable results of the ownership of the Class A Units or Class D Units or the operations of the Company, (iv) any cash distributions from the operations of the Company will be made to the Investor by any specific date or will be made at all (except as expressly set forth in the Operating Agreement), or (v) any specific benefits will accrue to the Investor as a result of an investment in the Company. The Investor is not relying on the Company or its Manager with respect to the Investor's tax consequences involved in an investment in the Class A Units or Class D Units.

(e) The Investor understands and agrees that the Investor may not sell or otherwise transfer the Class A Units without registration under the Securities Act or an exemption therefrom. The Investor fully understands and agrees that the Investor must bear the economic risk of the

Investor's investment for an indefinite period of time because, among other reasons, the Class A Units have not been registered under the Securities Act or under the securities laws of any state and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless subsequently registered under the Securities Act and under applicable state securities laws of any state or an exemption from such registration is available. The Investor understands that the Company is under no obligation to register the Class A Units on the Investor's behalf or to assist the Investor in complying with any exemption from registration under the Securities Act or any applicable state securities laws. The Investor also understands that sales or transfers of the Class A Units are further restricted by the provisions of the Operating Agreement.

(f) The Investor is authorized and qualified to become a member in, and authorized to make the Investor's capital contribution to, the Company, and, if the Investor is an entity, the person signing this Subscription Agreement on behalf of the Investor has been duly authorized by the Investor to do so.

(g) The execution and performance of the terms and obligations of the Operating Agreement will not cause the Investor to violate any judgment, order, law, ordinance, rule, agreement, charter, organizational document or indenture to which the Investor or the Investor's property is subject.

(h) This Subscription Agreement has been duly authorized, executed and delivered by the Investor and constitutes the valid and legally binding obligation of the Investor, subject to bankruptcy, insolvency, reorganization and other similar laws affecting the enforcement of creditors' rights generally and to general equity principles.

(i) If the Investor is a corporation, partnership, limited liability company, trust, IRA, Keogh or other employee benefit plan, or other entity, the Investor is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized.

(j) The information which the Investor has furnished herewith to the Company or the Manager with respect to the Investor's financial position and business experience, including without limitation the information set forth in the Investor Questionnaire, is correct and complete as of the date hereof and if there should be any material change in such information prior to the Investor's admission to the Company as a member, the Investor will immediately furnish such revised or corrected information to the Company.

6. Tax Information. The Investor represents and warrants to the Company that (i) the Investor's name, taxpayer identification or social security number and address provided in the Investor Questionnaire is correct, (ii) the Investor will complete and return with this Subscription Agreement IRS Form W-9, Payer's Request for Taxpayer Identification Number and Certification, attached hereto as Exhibit D, (iii) the Investor is not a non-resident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate (as defined in the Internal Revenue Code (the "Code")) and (iv) the Investor will notify the Company within thirty (30) days of a change to foreign status. The Investor agrees to execute properly and provide to the Company in a timely manner any tax documentation that may be reasonably required by the Manager in connection with the Company.

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

8. Power of Attorney. The Investor hereby constitutes and appoints the Company, with full power of substitution and re substitution, as the Investor's true and lawful attorney-in-fact, with full power and authority for the Investor, and in the Investor's name, place and stead and either personally or by attorney-in-fact, to make, execute, sign, acknowledge, publish, file and record, and to swear to in the execution, delivery, acknowledgment, filing and recording of the following, after receipt of any necessary approval or consents of the Manager and/or members of the Company:

(a) The Operating Agreement (unless such agreement has been personally executed by Investor), any Certificate of Formation and any certificate of amendment, certificate of dissolution, certificate of cancellation of certificate of formation, certificate of continuation, certificate of merger, restated certificate of formation and such other instruments, documents or certificates which may from time to time be required by the laws of the United States of America, the State of Delaware, or any political subdivision thereof or any other state or political subdivision in which the Company shall do business;

(b) Any certificates, counterparts, instruments and documents, and any amendments thereto, including without limitation, fictitious name certificates, as may be required by, or may be appropriate under, the laws of the State of Delaware or of any jurisdiction in which the Company is doing or intends to do business;

(c) Any other instrument which may be required to be filed by the Company under the laws of any jurisdiction or by any governmental agency, or which such attorney-in-fact deems advisable to file;

(d) Any documents which may be required to effect the admission of an additional manager, an additional or substituted member, or the dissolution and termination of the Company, in accordance with the terms of the Operating Agreement; and

(e) Any agreement or instrument which the Manager deems appropriate to (i) admit the Investor as a member of the Company in accordance with the terms of the Operating Agreement, or (ii) effect an amendment or modification to the Operating Agreement adopted in accordance with the terms of the Operating Agreement.

The foregoing grant of authority:

(i) is a Special Power of Attorney coupled with an interest, and is irrevocable;

(ii) may be exercised by such attorney-in-fact by executing an instrument as attorney-in-fact for the Investor, and Investor's name shall be listed in the instrument as a member;

(iii) shall survive the Investor's delivery of an assignment of the Class A Units, except that where the assignee thereof has been approved by the Manager for admission to the Company as a substituted member as provided for in the Operating Agreement, the Power of Attorney in this Section 8 shall survive the delivery of such assignment for the sole purpose of enabling such attorney-in-fact to execute, acknowledge and file any instrument necessary to effect such substitution; and

(iv) shall terminate upon the complete withdrawal of the Investor from participation as a member of the Company.

The Investor hereby agrees to be bound by all of the representations of the Investor's attorney-in-fact and waives any and all defenses which may be available to the Investor to contest, negate or disaffirm the actions of such attorney-in-fact under the Power of Attorney in this Section 8, and hereby ratifies and confirms all acts which said attorney-in-fact may take on behalf of the Investor in compliance herewith and the Operating Agreement.

In the event of any conflict between a provision of the Operating Agreement and any document executed or filed by the attorney-in-fact pursuant to the Power of Attorney in this Section 8, the Operating Agreement shall govern.

9. Indemnity. The Investor understands that the information provided herein will be relied upon by the Company for the purpose of determining the eligibility of the Investor to purchase Class A Units. The Investor agrees to provide, if requested, any additional information that may reasonably be required to determine the eligibility of the Investor to purchase Class A Units. The Investor agrees to indemnify and hold harmless the Company, any Manager, the officers of the Company and each member of the Company from and against any loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the Investor contained in this Subscription Agreement or in any other document provided by the Investor to the Company or in any agreement executed by the Investor with the Company or the Manager in connection with the Investor's investment in Class A Units.

10. Miscellaneous.

(a) This Subscription Agreement shall be governed in all respects by the laws of the State of California without application of principles of conflicts of laws.

(b) The representations, warranties, covenants and agreements made herein shall survive the closing of the transactions contemplated hereby.

(c) This Subscription Agreement is not assignable by the Investor without the consent of the Company. Except as otherwise expressly provided herein, the provisions hereof shall inure to the

benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

(d) This Subscription Agreement and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. Neither this Subscription Agreement nor any provisions hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

(e) Unless otherwise expressly provided herein, the rights of the Investor hereunder are several rights, not rights jointly held with any of the other investors in Class A Units. Any invalidity, illegality or limitation on the enforceability of any part of this Agreement, whether arising by reason of the law of the Investor's domicile or otherwise, shall in no way affect or impair the validity, legality or enforceability of this Subscription Agreement with respect to any other investor in Class A Units. In case any provision of this Subscription Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) The titles of the paragraphs and subparagraphs of this Subscription Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

(g) The representations and warranties made by the Investor in this Subscription Agreement and the Investor Questionnaire, shall survive the closing of the transactions contemplated hereby and any investigation made by the Company or the Manager. The Investor Questionnaire, including without limitation the representations and warranties contained therein, is an integral part of this Subscription Agreement and shall be deemed incorporated by reference herein.

(h) This Subscription Agreement may be executed in one or more counterparts, all of which together shall constitute one instrument.

(i) THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF ALABAMA AND THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO SUCH QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM QUALIFICATION BY SECTIONS (Acts 1959, No. 542, p. 1318, §22; Acts 1990, No. 90-527, p. 772, §1.) OF ALABAMA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

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

Date:

Number of Class A or D Units Subscribed For:

_____

Total Amount of Investment:

$

INDIVIDUAL INVESTOR:

(print name)

(signature)

(print spouse's name)

(signature of spouse)

PARTNERSHIP, CORPORATION, TRUST, LIMITED LIABILITY COMPANY, CUSTODIAL ACCOUNT, OR OTHER INVESTOR:

(print name of entity)

By:

(signature of person signing on behalf of entity)

ACCEPTED:

YOUR COMPANY LLC

By:

Your Name, Manager

(print name and title of person signing on behalf of entity)

For Class D Investors Only: What's the name of the film project(s) you want to invest in?

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

Please Send Private Placement Memorandum Subscription Agreement along with a cashier's check by FedEx, USPS, or UPS to:
Shebaniah LLC
Attention Tiffany Sturdivant, Manager
1448 Heron Drive
Birmingham, Al 35214
(205) 821-9606