

**Confidential Private Placement Memorandum**

**TIGER WITHIN, LLC**

**Up to 2000 Units of Limited Liability Interests at \$250 Per Unit**

**December 5, 2014**

**FOR ACCREDITED INVESTORS ONLY**

# CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

## TIGER WITHIN, LLC

a New York limited liability company

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### Offering of

**2000 Units of Limited Liability Interests at \$250.00 Per Unit**

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**Dated as of December 5, 2014**

This Confidential Private Placement Memorandum (the “**Memorandum**”) has been prepared solely for prospective investors on a confidential basis considering the purchase of 2000 Units of Limited Liability Interests (the “**Units**” or “**Securities**”), of Tiger Within, LLC, a New York limited liability company (the “**Company**”) at a purchase price of \$250.00 per Unit (the “**Offering**”).

The **Units** will be sold only to “accredited investors,” as such term is defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended (the “**Securities Act**”), and the Company will require that investors provide information sufficient for the Company to verify each investor’s status as an “accredited investor.” See “**Subscription Procedures**.”

The **Units** offered hereby will be sold subject to the provisions of a Subscription Agreement containing certain representations, warranties, terms and conditions relating to the subscription for **Units**. Any investment in the **Units** offered hereby should be made only after you have completely and thoroughly reviewed, and consulted with your counsel regarding the provisions of, the Subscription Agreement, which is available as an exhibit to the Offering.

**These Securities involve a high degree of risk and immediate dilution of value and should not be purchased by persons who cannot afford the loss of their entire investment. Investors should carefully read the section of this Memorandum entitled “Risk Factors.”**

**THIS IS A SPECULATIVE INVESTMENT AND INVOLVES A HIGH DEGREE OF RISK. THE COMPANY HAS NO OPERATING HISTORY AND IS SUBJECT TO THE RISKS INHERENT IN A NEW BUSINESS ENTERPRISE. AN INVESTOR SHOULD NOT PURCHASE ANY SECURITIES UNLESS THEY ARE PREPARED TO LOSE THEIR ENTIRE INVESTMENT. DUE TO THE NATURE OF THIS OFFERING, THE LACK OF A CURRENT MARKET FOR THE SHARES AND THE INHERENTLY RISKY NATURE OF THE BUSINESS OF THE COMPANY, THE PURCHASE OF THE SHARES IS NOT A SUITABLE INVESTMENT FOR ALL PERSONS AND IS NOT INTENDED AS A COMPLETE INVESTMENT PROGRAM FOR ANY PERSON. SEE “RISK FACTORS”.**

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR ANY STATE SECURITIES LAWS OR THE LAWS OF ANY FOREIGN JURISDICTION. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES REGULATORY AUTHORITY OF ANY STATE OR BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAS ANY AUTHORITY OR COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM OR ANY OTHER LITERATURE FURNISHED TO PROSPECTIVE INVESTORS IN CONNECTION WITH THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR IN ANY JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE MAKING OF SUCH AN OFFER OR SOLICITATION WOULD BE UNLAWFUL. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THIS MEMORANDUM CONTAINS FORWARD-LOOKING STATEMENTS WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. WHEN USED IN THIS MEMORANDUM, WORDS SUCH AS “BELIEVE,” “ANTICIPATE,” “INTEND,” “PLAN,” “SEEK,” “WILL BE,” “EXPECTS,” “ESTIMATES,” “PROJECTS” AND SIMILAR

EXPRESSIONS IDENTIFY SUCH FORWARD-LOOKING STATEMENTS. SUCH STATEMENTS REGARDING FUTURE EVENTS AND/OR THE FUTURE FINANCIAL PERFORMANCE OF THE COMPANY ARE SUBJECT TO CERTAIN RISKS AND UNCERTAINTIES WHICH COULD CAUSE ACTUAL EVENTS OR THE ACTUAL FUTURE RESULTS OF THE COMPANY TO DIFFER MATERIALLY FROM SUCH FORWARD-LOOKING STATEMENTS. CERTAIN OF THESE RISKS INCLUDE CHANGES IN THE MARKETS IN WHICH THE COMPANY OPERATES, TECHNOLOGICAL ADVANCES, CHANGES IN APPLICABLE REGULATIONS AND NEW ENTRIES INTO THE MARKET. IN LIGHT OF THE SIGNIFICANT RISKS AND UNCERTAINTIES INHERENT IN THE FORWARD-LOOKING STATEMENTS INCLUDED HEREIN, THE INCLUSION OF SUCH STATEMENTS SHOULD NOT BE REGARDED AS A REPRESENTATION BY THE COMPANY OR ANY OTHER PERSON THAT THE OBJECTIVE AND PLANS OF THE COMPANY WILL BE ACHIEVED.

EXCEPT WHERE OTHERWISE SPECIFICALLY INDICATED, THIS MEMORANDUM SPEAKS AS OF THE DATE HEREOF. NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY OFFER, SALE OR ISSUANCE OF SECURITIES MADE PURSUANT TO THIS MEMORANDUM SHALL, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF OR THAT THERE HAS NOT BEEN ANY CHANGE IN THE FACTS SET FORTH IN THIS DOCUMENT OR IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF. NEITHER THE COMPANY NOR ANY OTHER PERSON SHALL HAVE ANY DUTY TO UPDATE ANY INFORMATION CONTAINED IN THIS MEMORANDUM. FURTHER INFORMATION IS AVAILABLE UPON REQUEST.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. PRIOR TO THE ACQUISITION BY ANY PROSPECTIVE INVESTOR OF SECURITIES DESCRIBED HEREIN, SUCH PROSPECTIVE INVESTOR AND/OR THEIR REPRESENTATIVES, IF ANY, WILL HAVE AN OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, REPRESENTATIVES OF THE COMPANY CONCERNING

ANY ASPECT OF THE TRANSACTION DESCRIBED HEREIN AND TO

OBTAIN FROM THEM ANY ADDITIONAL INFORMATION NECESSARY TO VERIFY THE INFORMATION SET FORTH IN THIS MEMORANDUM TO THE EXTENT THAT THEY POSSESS SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE.

THIS MEMORANDUM DOES NOT PURPORT TO BE ALL-INCLUSIVE OR CONTAIN ALL INFORMATION THAT A PROSPECTIVE INVESTOR MAY DESIRE IN INVESTIGATING THE COMPANY. EACH PROSPECTIVE INVESTOR MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION WITH RESPECT TO THE SHARES. PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS INVESTMENT, LEGAL, TAX OR OTHER ADVICE. PROSPECTIVE INVESTORS MUST RELY UPON THEIR OWN RESPECTIVE REPRESENTATIVES, INCLUDING THEIR OWN RESPECTIVE LEGAL COUNSEL AND ACCOUNTANTS, AS TO LEGAL AND OTHER MATTERS CONCERNING AN INVESTMENT IN THE COMPANY.

THE SECURITIES DESCRIBED HEREIN MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS THE TRANSACTION RELATING THERETO SHALL COMPLY WITH OR BE EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT AND THE RULES AND REGULATIONS OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION ADOPTED THEREUNDER AND OF APPROPRIATE STATE AUTHORITIES AND APPLICABLE STATE SECURITIES LAWS. THERE IS NO PUBLIC MARKET FOR THE SECURITIES BEING OFFERED AND NONE IS EXPECTED TO DEVELOP IN THE NEAR FUTURE.

**THE SECURITIES MAY BE SOLD ONLY TO ACCREDITED INVESTORS, WHICH FOR NATURAL PERSONS, ARE INVESTORS WHO MEET CERTAIN MINIMUM ANNUAL INCOME OR NET WORTH THRESHOLDS (SEE “ELIGIBILITY”).**

**THE SECURITIES ARE BEING OFFERED IN RELIANCE ON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ARE NOT REQUIRED TO COMPLY WITH SPECIFIC DISCLOSURE REQUIREMENTS THAT APPLY TO REGISTRATION UNDER THE SECURITIES ACT.**

**THE U.S. SECURITIES AND EXCHANGE COMMISSION HAS NOT**

**PASSED UPON THE MERITS OF OR GIVEN ITS APPROVAL TO THE SECURITIES, THE TERMS OF THE OFFERING, OR THE ACCURACY OR COMPLETENESS OF ANY OFFERING MATERIALS.**

**THE SECURITIES ARE SUBJECT TO LEGAL RESTRICTIONS ON TRANSFER AND RESALE AND INVESTORS SHOULD NOT ASSUME THEY WILL BE ABLE TO RESELL THEIR SECURITIES.**

**INVESTING IN SECURITIES INVOLVES RISK, AND INVESTORS SHOULD BE ABLE TO BEAR THE LOSS OF THEIR INVESTMENT.**

While the intent in preparing this Memorandum has been to describe the investment in general terms, particular attention has been given to a discussion of the risks attendant to the purchase of the Units in the Company. Each prospective investor should consider carefully the investment characteristics discussed in this Memorandum. In addition, the Company is prepared to respond to questions and to furnish other information, which may be reasonably requested to otherwise assist in verifying or clarifying the information contained herein. Please direct questions regarding the completion of the attached documents to Rafal Zielinski, Manager (310) 666-0818, or to the following e-mail address: tigerwithinmovie@gmail.com

## TABLE OF CONTENTS

Confidential Private Placement Memorandum Description .....	1
SUMMARY OF OFFERING .....	10
MANAGEMENT COMPENSAITON.....	12
INVESTMENT SUMMARY.....	12
MANAGEMENT PERSONNEL.....	13
The Company .....	13
The Manager (“Manager”).....	13
The Manager/Director/Producer.....	13
The Writer.....	14
The Executive Producer.....	14
The Motion Picture.....	14
PRINCIPAL CAST.....	15
Shooting Schedule.....	16
Box Office Revenues of Independent Films 2014 (as of June 3, 2014, etc.....	17
Ownership of the Property .....	18
Investment Analysis.....	19
RISKFACTORS .....	19
Limited Operating History – New Business.....	20
Speculative Business .....	21
Release of the Motion Picture .....	21
Absence of Immediate Revenues.....	21
Risks of Motion Picture Development and Production.....	22
Risks of Motion Picture Distribution.....	22
Domestic Market Place: Film Festivals .....	23
Exposure to Worldwide Economic Conditions .....	23

Pre-Sale Agreements: Sale of Territorial Distribution Rights: Limited Availability of Proceeds from Exploitation of Films in Territories Where Pre-Sales Have Been Made to Raise Production Financing.....	24
Possible Inadequacy of Company Funds.....	24
Deferrals .....	25
Competition .....	25
Risk of Dilution of Ownership in Motion Picture.....	25
Financial Projections .....	26
Liabilities .....	26
No Assurance of Profit.....	26
Operations - Possible Liens .....	26
Risk of Cost Overruns .....	27
Determination of Consideration to Management.....	27
Management Compensation .....	27
Reliance on Management .....	28
Resources of the Manager .....	28
Conflicts of Interest .....	28
Indemnification of Manager, Directors and Executive Officers.....	28
Rights of Manager Under Operating Agreement .....	29
Federal Income Tax Risks .....	29
No Assurance of Cash Distributions.....	30
Absence of Public Market .....	30
No Minimum Capitalization .....	30
Determination of Offering Price .....	30
Limited Transferability of Units .....	31
Status of Limited Liability.....	31
No Repurchase of Units.....	31
Dependence on Key Personnel .....	31



Non-Transferability and Illiquidity of Units.....	32
Tax Risks .....	32
Tax Status of the Company.....	32
Adjusted Basis for Units.....	33
At-Risk Limitations .....	33
Allocation of Company Revenues and Expenses .....	34
Passive Income and Losses.....	34
Company Syndication and Organization Costs .....	35
State and Local Taxes .....	35
Tax Returns.....	36
Summary Only.....	36
ERISA CONSIDERATIONS .....	37
PLAN OF DISTRIBUTION .....	39
ELIGIBILITY .....	40
Securities Will Be Sold Only to Verified Accredited Investors .....	41
SUBSCRIPTION PROCEDURES .....	43
Exhibit A: SUBSCRIPTION AGREEMENT.....	46
Exhibit B: CONFIRMATION OF ACCREDITED INVESTOR STATUS.....	63

## **SUMMARY OF OFFERING**

Tiger Within, LLC, a New York limited liability company (the "Company"), was organized in the State of New York on October 9, 2014. The Company has been formed to finance, produce, co-produce, and license for profit, the full length motion picture currently entitled *Tiger Within* (the "Motion Picture"), written by Gina Wendkos (screenwriter *Princess Diaries*, *Coyote Ugly*, *Jersey Girls*). Since its formation the Company has focused on assembling the creative team, negotiating preliminary financing agreements, optioning the property, developing the screenplay, and identifying talent. The manager of the Company is Rafal Zielinski (the "Manager"). The Manager is also expected to direct and produce the Motion Picture. (See "MANAGEMENT" and "BUSINESS").

The Company's principal investment objectives are to:

- Produce and/or Co-Produce and license for profit the full length Motion Picture entitled *Tiger Within*:
- Earn revenue from the sale, distribution, and licensing of the Motion Picture in the United States and in international markets; and
- Provide periodic cash distributions to the Members, and the Manager, from the proceeds of revenue earned from the sale, distribution and licensing of the Motion Picture on a worldwide basis.

There is no assurance that the Company will achieve its investment objectives. This investment involves significant risk. (See "RISK FACTORS").

The Company is offering 2000 Units of limited liability interests (the "Units") to prospective investors (the "Members") for a purchase price of \$250 per Unit.

Cash available for distribution received by the Company from the Motion Picture, net any union residuals, such as Screen Actors Guild, will be allocated 70% to the Members until the Members receive cash distributions equal to 100% of their investment, after which cash available for distribution from the Motion Picture will be allocated 30% to the Members and 70% to the Manager. Net revenue from the Motion Picture will be deposited with the Manager into an escrow account, who will then make distributions among the Members and the Manager. (See "DISTRIBUTIONS AND ALLOCATIONS").

The Company's principal offices are currently located at 8033 Sunset Blvd. Suite #240, Los Angeles, California 90046; email: tigerwithinmovie@gmail.com.

**THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

	<i>Price (1)</i>	<i>Offering Costs (2)</i>	<i>Net Proceeds to Company (3)</i>
<i>Per Unit</i>	<b>\$ 250.00</b>	<b>\$ 7.50</b>	<b>\$ 242.50</b>
<i>Total (4)</i>	<b>\$500,000</b>	<b>\$15,000</b>	<b>\$485,000</b>

(1) This offering will terminate when all units are fully subscribed, unless earlier terminated by the Manager as it may determine in its sole discretion. Subscription funds, which are accepted by the Company, will be deposited directly into a segregated operating account for use as described in this Memorandum. The Company does not have a minimum capitalization requirement and therefore no subscription escrow account is being established for the offering.

(2) The Units will be offered on a "best-efforts" basis by the officers, directors and employees of the Company and, possibly, by broker-dealers who are registered with the Financial Industry Regulatory Authority ("FINRA"), and independent referral sources. As of the date of this Memorandum, the Company had not entered into any selling agreements with registered broker-dealers. Selling commissions may be paid to broker-dealers who are members of the FINRA and referral fees may be paid to finders with respect to sales of Units made by investors referred by them up to \$500,000. The Company may indemnify participating broker-dealers with respect to disclosures made in the Memorandum. Three percent (3%) of gross contributions to the Fund will be paid to The Franchise Company, Inc., a New York corporation, for consulting, document preparation, marketing services and ongoing business services.

(3) The amounts shown are before deducting organization and other offering costs to the Company, which include legal, accounting, printing, due diligence, consulting, marketing and other costs incurred in the offering of the Units and in the preparation of this document.

(4) The Company has the option at its sole discretion to accept less than the minimum investment from a limited number of subscribers, but not less than a total

minimum offering of \$100,000. The Company also has the option at its sole discretion to increase the maximum amount of the offering of Units by up to an additional \$250,000 for a total maximum offering of \$750,000. The additional capital may be raised at any time up to the Sales Termination Date.

### **MANAGEMENT COMPENSATION**

The Manager and its affiliates will be reimbursed for their direct and an allocable portion of their indirect expenses incurred in managing the Company. The Manager will retain a 70% net profits interest in the Company after the Members have received cash distributions equal to 100% of their Capital Contributions ("Recoupment").

The Manager and its affiliates will be paid compensation and be reimbursed expenses incurred by them in connection with the organization of the Company, the offering of the Units, and the production of the Motion Picture. An amount equal to 12% to 15% of the gross proceeds of the offering will be set aside to pay estimated organization, offering and Unit marketing compensation and costs.

### **INVESTMENT SUMMARY**

The following summary is qualified in its entirety by the more detailed information appearing elsewhere or incorporated by reference in this Memorandum and its Exhibits. Each prospective investor is urged to carefully read this Memorandum and its Exhibits in their entirety including but not limited to the risk factors.

The amounts shown are before deducting organization and other offering costs to the Company, which include legal, accounting, printing, due diligence, consulting, marketing and other costs incurred in the offering of the Units and in the preparation of this document.

The Company has the option in its sole discretion to accept less than the minimum investment from a limited number of subscribers. The Company also has the option in its sole discretion to increase the maximum amount of the offering of Units by up to an additional \$250,000 for a total maximum offering of \$750,000. The additional capital may be raised at any time up to the Sales Termination Date.

### **MANAGEMENT PERSONNEL**

#### **The Company**

Tiger Within, LLC. (the "Company") is a New York limited liability company formed in October 2014 to finance, produce, co-produce, and distribute one full length Motion Picture to be entitled *Tiger Within* (the "Motion Picture"). Rafal Zielinski (the "Manager"), will also director and produce the Motion Picture with the Company pursuant to a production agreement in consideration for a net profits interest in the Company and certain producer fees.

### **The Manager (“Manager”)**

Rafal Zielinsk is the Manager who will have the responsibility and authority for the day-to-day management of the Company and overseeing the production of the Motion Picture, including but not limited to, casting, scheduling, line budgeting, cost controls, filming, editing and soundtrack. The following table sets forth the directors and officers and advisory members of the Manager as of October 1, 2014:

<i>Name</i>	<i>Position</i>
Rafal Zielinski	Manager/Director/Producer
Gina Wendkos	Writer
Susan Hito Shapiro, Esq.	Executive Producer

### **Rafal Zielinski – Manager/Director/Producer**

Rafal Zielinski is an award-winning Director, who has directed over 20 feature films, ranging from award winning independent films to Hollywood productions and television projects. He has acted as producer and executive producer on many of his film projects.

Mr. Zielinski graduated from M.I.T. with a Bachelor of Science in Art and Design focusing on art and technology. He studies cinema verite documentary filmmaking with reknown director Richard Leacock.

Mr. Zielinski’s first feature *HEY BABE* open the Taormina Film Festival, and was shown at Toronto, Montreal and AFI Film Festivals. *GINGER ALE AFTEROON* and *FUN* premiered at the Sundance Film Festival. *FUN* received tow Special Jury Awards and opened theatrically at Film Forum in New York and received two nominations for Best Newcomer Performance and Best First Screenplay at the IFP Spirit Awards. *GINGER ALE AFTERNOON* soundtrack by legendary Willie Dixon was nominated for a Grammy, and released by Verese Sarabande.

His most recent indie films are *BOHEMIA*, a love story set in Prague. He has also directed several mainstream films including the highly successful Roger Corman production “SCREWBALLS”, Fox Searchlight’s Frank Peretti’s *HANGMAN’S CURSE*, and numerous TV shows such as *HIGHLANDER* and *POLTERGEIST*.

### **Gina Wendkos – Writer**

Ms. Wendkos is best known for the very successful series *PRINCESS DIARIES*, which she conceived and wrote. Ms. Wendkos has written many awards winning plays and screenplays. Including, *COYOTE UGLY*, *THE PERFECT MAN*, *JERSEY GIRL*, *GINGERALE AFTERNOON*. Ms. Wendkos has also written extensively for network television.

*TIGER WITHIN* is one of Gina’s passion projects. She has assembled the team to produce this project, including MARTIN LANDAU. Gina strongly believes this “is a story that needs to be told, especially in this time of religious warfare and intolerance” of today.

### **Susan Hito Shapiro – Executive Producer**

Ms. Shapiro started her film career after studying Film at NYU Film School, where she majored in Production and Cinematography. She worked in the film industry as a cinematographer, production manager, line-producer, producer, executive producer, and director from 1988 until 2001. She worked on *Andy WarholTV*, on Jim Jarmusch’s *NIGHT ON EARTH* BY, and *CANNES MAN* featuring Johnny Deep, and was Executive in Charge of Production at Cineville International. National Geographic “all roads film project” helped fund her recent documentary *BEING RAPANUI*. Currently Susan is working as a New York State attorney who specializes in climate change and water protection issues.

### **The Motion Picture**

*TIGER WITHIN* is a film about the unlikely friendship between a homeless teen and a Holocaust survivor. It is the story of two people from very different worlds, who both lost their families and how they create a new family while struggling to forgive. It sparks larger questions of fear, forgiveness, healing and world peace.

### **STORY OUTLINE**

Casey 16, is a loner a lost soul in search of love. The film opens in the suburbs of Michigan on her disastrous first day of school when she ends up humiliated and disrespected. At home, she struggles to survive against her mother’s abusive alcoholic new boyfriend. To get her out of the way Casey’s mother ships Casey off

to New York to be with her absentee father and his new family.

She sees her father at a distance and overhears conversations among his new family that painfully make her feel unwanted. Numb, she wanders off into the street of New York alone.

The next morning, *Samuel Benz*, an elderly Holocaust survivor, is shocked when he discovers asleep on his wife's tombstone. He is immobilized when he sees the back by the slogan, a spray painted swastika, on the back of Casey's leather jacket.

He realizes Casey is a young, lost girl and when she wakes her offers to come home for a meal and shelter. With stops and starts, Casey and Samuel find true family with each other.

Samuel once made a promise to his wife to stop hating. He tells Casey that, "You were the challenge God presented to be that day in the graveyard, if I'd learn not to hate you, a child in a swastika then I could learn to forgive all before I die."

## **PRINICIPAL CAST:**

### **Martin Landau (Samuel)**

Oscar-winning actor Martin Landau was born in Brooklyn in 1928. In 1951, he made his off-Broadway debut. In 1955 along with Steve McQueen and James Dean, Martin studied at Lee Strasberg's Actors Studio.

He began making a name for himself in the 1956 off-Broadway revival of Anton Chekhov's *UNCLE VANYA*. He toured with Edward G. Robinson to the West Coast where he was cast with Cary Grant in Alfred Hitchcock's classic thriller *NORTH BY NORTHWEST*, and along side Elizabeth Taylor in *Cleopatra*.

In the 60's along with numerous TV roles, Martin was a regular on *MISSION IMPOSSIBLE*. Landau received Emmy nominations as Outstanding Lead Actor in a Drama Series for each of the three seasons he appeared. In 1968, he won the Golden Globe award as Best Male TV Star.

Landau appeared with Sidney Poitier in *THEY CALL ME MISTER TIBBS!!*, a sequel to the Oscar-winning *HEAT OF THE NIGHT*.

Francis Ford Coppola cast him in a critical supporting role in his *TUCKER: THE MAN AND HIS DREAM*, for which Landau was nominated for an

Academy Award as Best Supporting Actor. He won his second Golden Globe for the role. The next year, he received his second consecutive Best Supporting Actor Oscar nomination for his superb turn as the adulterous husband in Woody Allen's *CRIMES AND MISDEMEANORS*.

Martin won a Oscar for his portrayal of Bela Lugosi in Tim Burton's biopic *ED WOOD* starring Johnny Depp. Martin's performance also won him his third Golden Globe, a Golden Globe, the New York Film Critics Circle and the National Society of Film Critics awards. He received his fourth Emmy nomination in 2004 as Outstanding Guest Actor in a Drama Series for *WITHOUT A TRACE*.

Martin Landau was honored with his own star on the Hollywood Walk of Fame, located at 6801 Hollywood Boulevard.

### **Lily Masee (Casey) *(subject to final confirmation)***

Lily (15) comes from a creative family with a tradition in film, her dad Michael Massey a well known character actor with numerous roles in Hollywood film and TV, her mom a production designer in film, turned fashion designer with her own clothing line for kids. Lily attended the famous rock-and-roll school Wonderland School in the Hollywood Hills and is now attending the prestigious (LAHSA) Los Angeles High School for the Arts, where she is majoring in fine arts and theatre. Lily is excited to be offered the role of Casey.

## **SHOOTING SCHEDULE**

We are scheduled to shoot 12 days in Los Angeles, and three days of second unit in New York with the two principal actors only.

If we are able to raise more than the minimum closing goal of \$100,000 the production will be moved to New York, and the shooting schedule expanded to 18 days of principal photography and three days of second unit shooting with Casey. To keep the costs manageable, we will be shooting mostly on the outskirts, Brooklyn and possible New Jersey, with minimal shooting in actual Manhattan.

The post production process will be approximately 16 weeks.



**BOX OFFICE REVENUES OF INDEPENDENT FILMS FOR 2014 (as of June 3, 2014) as reported by indiewire.com:**

<b>TITLE GROSS</b>	<b>DISTRIBUTOR</b>	<b>LOCATIONS</b>	<b>GROSS</b>	<b>PER LOCATION</b>	<b>OVERALL</b>
Locke	A24 Films	121	\$204,922	\$1,694	\$ 820,047
Under the Skin	A24 Films	56	\$77,587	\$1,385	\$2,224,825
Queen Margot	Cohen Media	1	\$1,190	\$1,190	\$11,278
Ilo Ilo	Film Movement	3	\$1,060	\$353	\$37,690
For A Woman	Film Movement	4	\$1,404	\$351	\$14,919
Jewish Cardinal	Film Movement	3	\$860	\$287	\$127,356
People Uncounted	First Run	1	\$390	\$390	\$390
Belle	Fox Searchlight	173	\$940,446	\$5,436	\$1,767,744
Grand Budapest Hotel, The	Fox Searchlight	630	\$1,041,698	\$1,653	\$55,478,504
Hornet's Nest	Freestyle Releasing	17	\$23,039	\$1,355	\$53,526
Great Flood	Icarus Films	1	\$185	\$185	\$14,570
God's Pocket	IFC Films	80	\$75,558	\$944	\$104,401
<i>Hateship, Loveship</i>	IFC Films	3	\$1,783	\$594	\$50,573
<i>Dancing In Jaffa</i>	IFC Films	8	\$4,348	\$544	\$134,484
<i>M Word</i>	Independent	3	\$3,945	\$1,315	\$28,665
<i>Water And Power</i>	Independent	5	\$5,157	\$1,031	\$79,043
<i>Protector 2</i>	Magnolia Pictures	1	\$998	\$998	\$2,317
<i>Tasting Menu</i>	Magnolia Pictures	4	\$2,482	\$621	\$12,738
<i>Stage Fright</i>	Magnolia Pictures	10	\$1,455	\$146	\$6,021
<i>Rob The Mob Entertainment</i>	Millennium	6	\$4,466	\$744	\$206,909
<i>No God, No Master</i>	Monterey Media	1	\$79	\$79	\$6,738

Chef	Open Road	72	\$708,690	\$10,843	\$1,063,598
Fed Up	Radius-TWC	55	\$184,007	\$3,346	\$369,208
Blue Ruin	Radius-TWC	24	\$9,240	\$385	\$239,056
Unknown Known	Radius –TWV	3	\$659	\$220	\$226,870
Godzilla: The	Rialto	6	\$7,444	\$931	\$117,882

### **Ownership of the Property**

The Company will own 100% of the rights to the Motion Picture, *TIGER WITHIN*, ownership, revenue and net profit participation arrangements are being negotiated in the following manner:

TOTAL OWED BY COMPANY 100% below are listed the deferrals allocated to be paid pro-rata with investors recoupment.

INVESTORS	50%
COMPANY	50% *

\*COMPANY shares to be allocated in the following manner: Crew 25%; Talent and Music 25%; Director/Writers/Producers 25%; Manager 25%.

Once completed, the Motion Picture is expected to be marketed in the United States and foreign markets for exhibition in theatres and on home DVD and video, television, cable and satellite stations, and video on demand services and in all others available media. The Company expects to enter into third party international and domestic distribution agreements with unaffiliated third party distributors.

**There is no assurance that the Company will obtain any distributors for the Motion Picture.**

### **Investment Analysis**

The Manager believes that the Company's investment program has economic potential for the following reasons, although there is no assurance that the Company will be economically successful:

The worldwide demand for American entertainment programming is strong, potentially providing a large market for the Company's Motion Picture.

The numerous potential media outlets for the Motion Picture, including television, cable, satellite and home video, create several licensing and sale opportunities for

the Company.

The very low production budget for the Motion Picture provides the opportunity for profitability at a lower level of gross revenues than for higher budget Motion Picture.

The Company also believes that *TIGER WITHIN* could become a cult film which tells a story of forgiveness and human kindness, in a time of escalating hate crimes. It is a story about the friendship and forgiveness between Neo-Nazi runaway and a Holocaust survivor. It is a story that needs to be told.

The Company has a successful history of producing quality independent films on a shoestring. The Company's cost cutting opportunities and will enhance the possibility that the Motion Picture may create positive earnings. Naturally, this belief is only conjecture on our part. You will note an overlapping consistency of quality, experienced writers, producers and directors in each of the Motion Picture.

## **RISK FACTORS**

**THIS IS A SPECULATIVE INVESTMENT AND INVOLVES A HIGH DEGREE OF RISK. THE COMPANY HAS NO OPERATING HISTORY AND IS SUBJECT TO THE RISKS INHERENT IN A NEW BUSINESS ENTERPRISE. THERE IS NO ASSURANCE THAT INVESTORS WILL REALIZE A RETURN ON THEIR INVESTMENT OR A RETURN OF PRINCIPAL. PURCHASE OF THE SECURITIES SHOULD BE CONSIDERED ONLY BY INVESTORS WHO CAN AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT AND DO NOT NEED LIQUIDITY IN THIS INVESTMENT. EACH INVESTOR SHOULD CAREFULLY READ THIS MEMORANDUM AND CONSULT WITH THE INVESTOR'S OWN BUSINESS ADVISORS PRIOR TO MAKING ANY INVESTMENT DECISION.**

In addition to the other information in this Memorandum, the following factors should be considered carefully in evaluating the Company and its business before purchasing the Units offered hereby.

**The purchase of the Units involves significant risks. Each prospective investor should carefully consider the following risk factors, in addition to any other risks associated with this investment, and should consult with his or her own legal and financial advisors.**

**Cautionary Statements. The discussions and information in this Memorandum may contain both historical and forward-looking statements. To the extent that**

**the Memorandum contains forward-looking statements regarding the financial condition, operating results, business prospects or any other aspect of the Company, please be advised that the Company's actual financial condition, operating results and business performance may differ materially from that projected or estimated by the Company. The differences may be caused by a variety of factors, including, but not limited to, adverse economic conditions, intense competition, cost overruns in producing and marketing the Motion Picture, unavailability of qualified talent for the Motion Picture, loss of talent previously committed or interested in the Motion Picture, absence of qualified distributors or licensees, lack of customer acceptance of the Motion Picture, termination of contracts, lack of experience in the Company and in the Manager, government regulation, inadequate capital, unexpected operating deficits, lower sales and revenues than forecast, the risk of litigation and administrative proceedings involving the Company, adverse publicity and news coverage, inability to carry out marketing and sales plans, loss or retirement of key executives, changes in interest rates, inflationary factors, and other specific risks that may be alluded to in the Memorandum, including those set forth below.**

#### **Limited Operating History - New Business.**

Tiger Within, LLC was formed in October 2014, as an independent movie production company. Although certain of the officers of the Manager have participated in the production of several full length Motion Picture in the past, the Motion Picture will be Tiger Within, LLC's first projects as an organization.

In the past on a shoestring budget, the team of Rafal Zielinski and Susan Hito Shapiro successfully produced *GINGER ALE AFTERNOON* written by Gina Wendkos. *Ginger Ale Afternoon* premiered at Sundance Film Festival and its soundtrack by Willie Dixon was nominated for a Grammy.

Tiger Within LLC, was formed to finance the production and to co-produce the Motion Picture. The Company has no earnings or gross revenues to date. The Company has a limited operating history. Although the co-founders of the Manager have experience in producing Motion Pictures, the Company is recently formed and has a limited operating history. The Company has limited assets and limited working capital. There is no assurance that the Company or any of its projects will be profitable or will earn revenues, or that the Company will have sufficient capital to implement its business plan.

## **Speculative Business**

The entertainment industry is extremely competitive and the commercial success of any motion picture is often dependent on factors beyond the control of the Company, including but not limited to audience preference and exhibitor acceptance. There is no assurance that the Motion Picture will complete production or be distributed. The Company may experience substantial cost overruns in completing production and marketing the Motion Picture. Competent distributors or joint venture partners may not be available to assist the Company in its financing and marketing efforts for the Motion Picture, if required. The Company may not be able to sell or license the Motion Picture because of industry conditions, general economic conditions, competition from other producers, or lack of acceptance by studios, distributors, exhibitors, and audiences. The Company may also incur uninsured losses for liabilities which arise in the ordinary course of business in the entertainment industry, or which are unforeseen, including but not limited to copyright infringement, product liability, and employment liability. **Investors will not be liable for any uninsured losses. There is no assurance that Members will not lose their entire investment in the Company.**

## **Release of the Motion Picture**

The Motion Picture may not receive a full or any theatrical release. The Motion Picture would therefore not receive the notoriety that could accompany a full theatrical release, and the gross revenue potential could be substantially lower than if the Motion Picture was produced for the full theatrical market. There is no assurance that any exhibitor will license the Motion Picture or that it will earn any revenues.

## **Absence of Immediate Revenues**

The Company anticipates that it will incur substantial operating losses relating to the production and distribution of the Motion Picture until the Company is able to generate adequate revenues from the sale of the Motion Picture, of which there can be no assurance. **There can be no assurance that Members will realize any return on their investment or that Members will not lose their entire investment.**

## **Risks of Motion Picture Development and Production**

The development and production of Motion Picture involves a substantial degree of risk. Production costs are often miscalculated and may be higher than anticipated due to reasons or factors beyond the control of the Company (such as delays caused

by labor disputes, illness, accidents, strikes, faulty equipment, death or disability of key personnel, destruction or damage to the film itself, or bad weather). Accordingly, the Company may require funds in excess of the Motion Picture's anticipated budget in order to complete production. Although the Company will seek to obtain customary production insurance for the Motion Picture to protect the Company against some of these risks, the Company does not plan to obtain completion bonds. Accordingly, investors will bear the entire risk of loss of investment if the Motion Picture does not have sufficient funding to complete production.

### **Risks of Motion Picture Distribution**

There is no assurance that the Company will be successful in securing one or more distributors to distribute the Motion Picture. Furthermore, even if a distributor distributes the Motion Picture, there is no assurance that the Motion Picture will be an economic success even if they are successful critically or artistically. While it is the intent of the Company that any sale of distribution rights will be for fair value and in accordance with the standards and practices of the motion picture industry, no assurance can be given that the terms of such agreement will be advantageous to the Company. In fact, unless the Motion Picture are an artistic success and/or cast with recognizable creative elements, the Company will clearly be at a disadvantage in its negotiations. Moreover, distribution agreements generally give a distributor significant flexibility in determining how a film will be exhibited. There can be no assurance that a distributor will not limit the Motion Picture's run, limit the territories in which the Motion Picture is exhibited or otherwise fail to promote the Motion Picture actively. Any such action by a distributor could have a material adverse effect on the economic success of the Motion Picture and the revenue received by the Company. There can be no assurance of ancillary or foreign sales of the Motion Picture. In the event that 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 the available funds. Even if all territories, both domestic and foreign, are sold, there can still be no assurance that the Motion Picture will succeed on an economic level. If the total production costs exceed the total worldwide minimum guarantees or minimum advances, if any, there may be problems which could adversely affect the Company's ultimate profitability, including: public taste, which is unpredictable and susceptible to change; competition for theaters; competition with other films 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. In any event, any net profits from the Motion Picture and cash flow cannot be realized, if at all, until many months after the Company's expenditures for the Motion Picture. The

Company will most likely attempt to retain a sales agent to sell the foreign rights to the Motion Picture. No assurance can be given that the Company will actually be able to obtain a sales agent, or that a sales agent if obtained would be able to sell any rights to the Motion Picture, or that if such rights are sold it will be on terms advantageous to the Company.

### **Domestic Market Place: Film Festivals**

Investors should particularly note the absence of a domestic distribution agreement. At this time, the United States domestic distribution business is substantially dominated by large studio distributors (e.g., Fox, Warner Bros., and Disney) and their affiliates (Fox Searchlight, New Line Pictures, and Miramax). The studios, are increasingly focused on large budget Motion Picture. Motion Picture with budgets under \$1,000,000 ("event" pictures or smaller art house projects), are increasingly being released directly to cable TV and/or video, and receive little or no theatrical support. A limited theatrical release, or no theatrical release at all, will have a materially adverse effect on the return for films in all other markets. Since the domestic marketplace often impacts foreign territories, the absence of domestic buyers may impact each film's potential sales. At the budget range estimated for the Motion Picture (i.e. low budget), the Company will be somewhat dependent on the reactions of film critics. In recent years, the ability to obtain domestic theatrical distribution for films in these budget ranges has been dependent on success at specialized art film festivals such as the Sundance Film Festival, the Toronto Film Festival and Du Val. The number of films applying for festivals has increased dramatically in recent years. Of those applying, few are actually accepted and screened. Moreover, even if the Motion Picture are screened, there can be no assurance the Motion Picture will obtain domestic distributors. If the Motion Picture are not admitted and screened at festivals, this could have a serious impact on the ability to obtain distributors and distribution for the Motion Picture.

### **Exposure to Worldwide Economic Conditions**

It is intended that any international or domestic distributors obtained by the Company will sublicense the Motion Picture to foreign and domestic distributors for exhibition in their respective territories. Consequently, the value of the Motion Picture' rights as determined by such distributors would be dependent upon many factors including the economic conditions in such distributors' territory. Economic downturns, changes in the currency exchange rates and changes in economic forecasts of any or all of the individual territories may have a material adverse impact on the Company. Investors should note that economic disruptions in Southeast Asia and Eastern Europe may impact the prospect for licenses in such territories. Even if distribution agreements are obtained for certain territories,

economic changes in any territory could affect the ability to complete any transaction. In recent years, many buyers in Korea and Eastern Europe have either renegotiated existing agreements or completely defaulted under them.

**Pre-Sale Agreements: Sale of Territorial Distribution Rights: Limited Availability of Proceeds from Exploitation of Films in Territories Where Pre-Sales Have Been Made to Raise Production Financing**

The Company may obtain a portion of the production financing for the Motion Picture by some combination of joint ventures or the pre-sale of rights for the exploitation of the Motion Picture in one or more territories. The Company has the right to sell at any time, including prior to the production of the Motion Picture, the distribution rights to the Motion Picture in any territory, which it, in its sole discretion, deems appropriate. To the extent that pre-sale agreements (whether with respect to the foreign or domestic market) are necessary, the proceeds of any such pre-sale agreement will not be available for distribution by the Company to its Members. Instead, only the additional amounts, which such a distributor would remit to the Company after such distributor recouped the minimum guarantee payable with respect to such pre-sale agreement, plus a distribution fee and the reimbursement of expenses, would be available as cash flow to the Company. The pre-sale of the right to exploit the Motion Picture in certain territories will ultimately dilute the market potential for the Motion Picture.

**Possible Inadequacy of Company Funds**

The Company will have limited capital available to it. If the entire original capital is fully expended and additional costs cannot be funded from borrowings or capital from other sources, then the Manager may cause the Company to sell all or a portion of its interest in the Motion Picture. Further, a shortage of funds may prevent or delay the Company from completing the production and distribution of the Motion Picture. Although the Manager has planned for the expected production costs of the Motion Picture, funds are not currently budgeted for the distribution of the Motion Picture since the Company is currently relying on the potential availability of third party distributors to finance the marketing of the Motion Picture in exchange for a gross revenue interest in the Motion Picture. There is no assurance that the Company will have adequate capital to conduct its business.

**Deferrals**

The Manager may arrange for services to be provided to the Company for the production and distribution of the Motion Picture for which reduced or no compensation will be initially required, it being understood that the provider of such



services will be compensated by the Company for the value of such services from the cash flow of the Company. The value of such deferrals will be negotiated and documented by the Manager prior to the provision of such services to the Company.

## **Competition**

The entertainment industry is characterized by intense competition. The Company will be subject to competition from other producers and distributors including major studios, many of which have greater financial resources and management experience and expertise than the Company. All aspects of the motion picture industry are highly competitive. The Company faces competition from "major" studios and other independent motion picture companies and television production companies not only in attracting creative, business and technical personnel for the production of films, but also in distributing the Motion Picture. Virtually all of these competitors have substantially greater experience, assets, and financial and other resources than the Company, and have worldwide distribution organizations in place.

The Company's Motion Pictures will also be subject to extensive competition from other forms of entertainment, including but not limited to television programming, cable television, virtual reality entertainment and other entertainment. There is no assurance that the Company will be able to compete in the entertainment business successfully or profitably.

## **Risk of Dilution of Ownership in Motion Picture**

The Company has the right to raise additional capital or incur borrowings from third parties to finance the production, distribution and marketing of the Motion Picture, in excess of the maximum capital, which can be raised from the sale of Units. Pursuant to the Company's Operating Agreement, the Manager retains a net profits interest in the Motion Picture for its movie production services. The Company may also convey a gross revenue interest in the Motion Picture to the domestic distributor if a domestic distributor is secured and to the international distributor if an international distribution is secured. The Company is subject to the risk of experiencing additional dilution of its ownership in the Motion Picture pursuant to separate agreements that it may enter into from time to time for the completion of the Motion Picture, or for the sale, distribution, marketing and licensing of the Motion Picture. Members will experience dilution in their ownership of the Motion Picture to the extent that net profits interest to talent, if any, are not covered by the Manager's share of Cash Available for Distribution. The Manager has the right in its sole discretion to increase the budget for the Motion Picture, or the Company may experience cost overruns in developing, producing and marketing them.

## **Financial Projections**

Financial projections concerning the estimated operating results of the Company may be included with the Memorandum. The projections would be based on certain assumptions which could prove to be inaccurate and which would be subject to future conditions which may be beyond the control of the Manager or the Company, such as general industry conditions. The Company may experience unanticipated costs, or anticipated sales may not materialize, resulting in lower revenues than forecasted. There is no assurance that the results illustrated in any financial projections will in fact be realized by the Company. The financial projections would be prepared by the Manager and have not been examined or compiled by independent certified public accountants. Accordingly, neither independent certified public accountants nor counsel to the Company are providing any level of assurance on them.

## **Liabilities**

The Company may have liabilities to affiliated or unaffiliated lenders. These liabilities would represent fixed costs which would be required to be paid regardless of the level of business or profitability experienced by the Company. The absence or unexpected reduction in net cash flow or unanticipated increases in operating expenses could cause a default under such debts. There is no assurance that the Company will be able to pay all of its liabilities.

## **No Assurance of Profit**

There is no assurance as to whether the Company will be profitable or earn revenues, or whether the Company will be able to return any investment funds, to make cash distributions or to meet its operating expenses and debt service.

## **Operations - Possible Liens**

If the Company fails to pay for materials and services for the Motion Picture on a timely basis, the Company's assets could be subject to materialmen's and workmen's liens. The Manager is not responsible for the financial condition or performance of other co-producers or distributors of the Motion Picture or any other unaffiliated vendors. The Company may also be subject to bank liens in the event it defaults on loans from banks, if any.

## **Risk of Cost Overruns**

The Company may incur substantial cost overruns in the production and distribution of the Motion Picture. The Manager is not responsible for cost overruns incurred in

the Company's business and is not obligated to contribute capital to the Company. Unanticipated costs may force the Company to dilute its ownership in the Motion Picture substantially by requiring it to obtain additional capital or financing from other sources, or may cause the Company to lose its entire investment in the Motion Picture if it is unable to obtain the additional funds necessary to complete the production and marketing of the film. There is no assurance that the Company will be able to obtain sufficient capital to implement its business plan successfully. If a greater investment is required in the Motion Picture because of cost overruns, the probability of earning profits or a return of the Members' investment in the Motion Picture is diminished.

### **Determination of Consideration to Management**

The net profits interest and cash consideration being paid by the Company to its management have not been determined based on arm's length negotiation. While management believes that the consideration is fair for the work being performed, there is no assurance that the consideration to management reflects the true market value of its services.

### **Management Compensation**

The Manager will be reimbursed for the direct and an allocable portion of overhead expenses it incurs in managing the Company's operations, as well as the organization and offering costs incurred by it on behalf of the Company. The Manager and its affiliates will also receive producer fees for co-production services performed for the Company. See Section 12.2 of the Operating Agreement included with this Memorandum as Exhibit A. These compensation arrangements increase the risk that the Company will not be profitable. In light of the services being performed and expenses being incurred by the Manager and its affiliates in connection with the Company, including forming the Company, organizing its operations, raising its capital, producing the Motion Picture and monitoring and managing the Company's day-to-day operations, the Manager believes that the compensation and expense reimbursements are fair and in accordance with standard industry practices.

### **Reliance on Management**

Under the Company's Operating Agreement, the Manager is given the exclusive authority to manage the Company's business. Members must be willing to entrust all aspects of the Company's business to the Manager. Members will have certain voting rights under the Operating Agreement in proportion to their relative Capital Contributions to the Company. The loss of the Manager would have a material

adverse impact on the Company. The Company will be largely dependent upon the Manager for the direction, management and daily supervision of the Company's operations.

### **Resources of the Manager**

The Manager has a limited and illiquid net worth. Consequently, it is not anticipated that the Manager or its affiliates will have the financial resources or the liquidity to provide funds to the Company in the event that the Company needs additional working capital. Furthermore, the Manager does not have any obligation to make loans or provide capital to the Company.

### **Conflicts of Interest**

The relationship of management to the Company may create conflicts of interest. Management has participated in and may continue to participate in other entities, which engage in activities similar to those of the Company. The Manager may from time to time form new entities and engage in other businesses in the future. Other businesses owned and managed by the Manager or its affiliates may be in competition with the Company in its motion picture and entertainment business. The Manager believes that it will have the resources necessary to fulfill its management obligations to all entities for which it is responsible. Management's compensation from the Company has not been determined pursuant to arm's-length negotiation. The determination of the Manager's compensation under contracts between the Company and the Manager or its affiliates is subject to the Manager's discretion.

### **Indemnification of Manager, Directors and Executive Officers**

The Company's Operating Agreement provides that the Company will, within the limits of capital contributions and retained assets, hold the Manager and the directors and the executive officers of the Company harmless against certain claims arising from Company activities, other than losses or damages incurred by it as a result of their gross negligence, fraud or bad faith. If the Company were called upon to perform under its indemnification agreement, then the portion of its assets expended for such purpose would reduce the amount otherwise available for the Motion Picture, or for distributions to the Members, if any.

### **Rights of Manager Under Operating Agreement**

The consent of the Manager is required in many instances under the Company's Operating Agreement, including most amendments to the Operating Agreement. In such instances, a conflict of interest may arise between the Manager and the

Members. Furthermore, the Manager has the right to cause the Company to sell, pledge or otherwise dispose of all or any Company assets without the consent of the Members.

### **Federal Income Tax Risks**

An investment in Units involves tax risks. Each prospective Member is urged to consult his or her own tax advisor with respect to the complex federal, state and local tax consequences of investing in the Units. The taxation of the Company and the Members depends upon whether the Company is treated for federal income tax purposes as a limited liability company (i.e. a partnership for tax purposes) or as an association taxable as a corporation. The Company will not seek a ruling from the Internal Revenue Service (the "IRS") or an opinion of counsel that it will be treated as a limited liability company for federal income tax purposes. It is possible that the status of the Company as a limited liability company could be challenged by the IRS. If the Company is treated for federal income tax purposes as an association taxable as a corporation rather than as a limited liability company, the Company would be required to pay federal income tax on its income and the Company's deductions and credits would not be passed through to its Members. Furthermore, the Members would be taxed on any distributions they might receive in substantially the same manner that corporations and their Members are taxed on dividends. As a limited liability company electing to be taxed as a partnership, the Members and Manager may realize taxable income without corresponding cash distributions (i.e. phantom income). The information returns filed annually by the Company for federal income tax purposes may be audited by the IRS. An audit could result in adjustments to various Company tax items, which may increase the likelihood of an audit of the income tax returns of the Members. For tax exempt investors, income and gain from the Company is expected to be unrelated business taxable income because the Company will be engaged in the business of producing the Motion Picture. The tax aspects of this investment cannot be predicted with certainty in part because certain provisions of Internal Revenue Code may be amended or interpreted in a manner adverse to Company.

### **No Assurance of Cash Distributions**

There is no assurance as to when or whether cash will be available for distribution to the Members. The Manager is reimbursed by the Company for direct and an allocable portion of indirect expenses incurred by it in performing management services for the Company. The costs of making and marketing the Motion Picture must be paid before any cash distributions are made by the Company. The Company must pay these expenses, as well as operating expenses and other costs, prior to making cash distributions to the Members. Even if cash distributions are

made, the Company may not be profitable or be earning revenues. The Manager, in its discretion, may retain Company funds for working capital purposes.

### **Absence of Public Market**

There is no public market for the Units and no market is ever expected, to develop. In addition, the Company has no obligation and no present intention of registering its Units. The Units may not be sold or otherwise transferred except pursuant to registration or qualification under applicable federal and state securities laws or evidence satisfactory to the Company (which may require an opinion of counsel to be provided at the investor's expense) that such registration or qualification is not required. There are no registration rights associated with the Units. Consequently, the investors may not be able to liquidate their investment in the Company if such liquidation should become necessary or desired.

### **No Minimum Capitalization**

The minimum capitalization of this offering \$100,000. There is no assurance that all or a significant number of Units will be sold in this offering. Investors' subscription funds will be used by the Company as soon as they are received, and no refunds will be given if an inadequate amount of money is raised from this offering to enable the Company to conduct its business. If only a small portion of the Units is placed, then the Company may not have sufficient capital to operate. There is no assurance that the Company could obtain additional financing or capital from any source, or that such financing or capital would be available to the Company on terms acceptable to it. Under such circumstances, investors in the Units would likely lose their entire investment in the Company.

### **Determination of Offering Price**

The offering price of the Units has been determined by the Manager, and bears no relationship to the Company's assets, book value, potential earnings, net worth or any other recognized criteria of value.

### **Limited Transferability of Units**

No market for the resale of Units is expected to develop. In addition, significant restrictions have been placed on the transferability of Units and the Members will have no right to present their Units to the Manager for repurchase. Thus, investors may have considerable difficulty in selling Units or pledging Units as collateral for loans. Units should be purchased only by persons with the financial ability to acquire and hold the Units as a long-term investment. Federal and state securities laws also impose restrictions on transferability.

## **Status of Limited Liability**

By purchasing Units, a Member will become a member of the Company. As a member, a Member's personal liability for obligations of the Company will generally be limited to the amount of his or her Capital Contribution and his or her rights to the undistributed income of the Company. The Operating Agreement provides certain rights to Members relating to the internal affairs and organization of the Company. While the California Limited Liability Company Act provides for the limited liability of members, the statute applies in California. As a result, there may be uncertainty as to whether the exercise of these rights under certain circumstances could cause the Members to lose their limited liability under other applicable state laws, although the Company believes that the limited liability status will apply to residents of all states.

## **No Repurchase of Units**

There is no market for the Units, and holders of the Units may not be able to liquidate their investment in the event of an emergency or for any other reason. **THE COMPANY WILL NEVER BE REQUIRED TO REPURCHASE OR REDEEM ANY UNITS.**

## **Dependence on Key Personnel**

The Company is dependent upon the supervision of management by the Manager. It is not anticipated that the loss of the services of any particular person of the Manager will have a material adverse effect upon the Company's future operations or the Company's revenues because each person has a sufficient understanding of the business of the Company to ensure its continued operation. In addition, the Company could, if necessary, develop an independent management team to run the day-to-day operations at a cost that would still allow substantial profitability.

## **Non-Transferability and Illiquidity of Units**

An investment in the Company will be highly illiquid. Except in certain very limited circumstances, shareholders will not be permitted to transfer their **Units** without the prior written consent of the Board of Directors, which may be granted or withheld in its sole discretion. The transferability of **Units** will also be subject to certain restrictions on resale imposed under applicable securities laws. Transferees of **Units** must be "accredited investors" within the meaning of Rule 501 of Regulation D of the Securities Act. The **Units** have not been registered under the Securities Act or any state securities law and must therefore be held for an indefinite period of time unless they are subsequently registered under the

Securities Act or unless an exemption from registration is available. No market, public or private, for the **Units** is in existence at this time and there can be no assurance that a market for such **Units** will develop in the future. There are no projections or assurances that an active trading market for the **Units** will develop or, if it does develop, that it will be maintained.

## **Tax Risks**

Each prospective investor is strongly urged to consult his or her tax advisor regarding the federal, state and local income and other tax consequences of an investment in the Company in the context of the investor's own personal tax situation.

The following income tax information is based on the relevant provisions of the Internal Revenue Code of 1986, as amended (the "Code"), Treasury Department regulations ("Regulations"), and current judicial and administrative decisions through the date of this Memorandum. It is only a summary of the material tax consequences affecting individuals who become Members in the Company. No ruling from the Internal Revenue Service nor opinion of counsel as to the tax treatment affecting Members has been sought. No assurance can be given that legislation or judicial or administrative changes will not modify this summary in the future. Because it is impractical to comment on all aspects of federal, state, and local tax laws which may affect the tax consequences of participating in the Company, each prospective Member should satisfy himself as to the income and other tax consequences of this investment by obtaining advice from his or her own tax counsel. The following tax matters, however, are of particular significance.

## **Tax Status of the Company**

The Company is a limited liability company organized under the New York Limited Liability Company Act (the "LLC Act"). The LLC Act and the Operating Agreement (the "Operating Agreement") of the Company have been structured by the Manager so that the Company should be treated as a partnership for federal income tax purposes. If the Company is classified as a "partnership" for federal income tax purposes, each item of income, gain, deduction, credit and loss will flow through the Company to the Members substantially as though such Members had incurred such income, gain, deductions, credits and losses directly. Accordingly, each Member will be required to include on his or her tax return his or her share of income, gains, deductions, credits and losses of the Company. Each Member will be required to include his or her share of income or gain from the Company in his or her taxable income regardless of whether any cash distributions are made by the Company. The Company will not receive an opinion of counsel regarding its



treatment as a partnership for tax purposes, nor will it obtain an Internal Revenue Service ruling.

Limited liability companies are legal creations. Published revenue rulings promulgated by the Internal Revenue Service indicate that limited liability companies organized under state laws similar to the laws of the State of New York, whose operating agreements contain certain specified provisions, will be taxed as partnerships and not as associations taxable as corporations. No assurance can be given that the Internal Revenue Service will recognize the Company as a partnership for federal income tax purposes rather than an association, even though the Manager believes such result is likely.

### **Adjusted Basis for Units**

A Member may not deduct in any year from his taxable income his Unit of Company losses in excess of his tax basis for his interest in the Company at the end of the Company tax year. Any such excess is allowed as a deduction at the end of the Company tax year in which the Member again has a tax basis for his interest. In general, a Member's basis in his or her Units should include the amount of his or her capital contributions to the Company, and his or her share of liabilities of the Company as to which no member has any personal liability. This conclusion is based on analogous holdings of the Internal Revenue Service affecting entities organized as partnerships under state law. In general, **a Member's basis in his or her Units should be increased by additional capital contributions to the Company and profits of the Company allocable to the Member.** Finally, such member's adjusted basis in his or her Units will be decreased by distributions made to such member and by losses allocable to such Member.

### **At-Risk Limitations**

A Member also may not take deductions for Company losses in an amount exceeding the amount with respect to which he or she is "at risk" at the end of each Company tax year. Suspended losses would be allowable under the at-risk rules in a subsequent year to the extent the Member's at-risk amount exceeds zero at the close of such year. If a Member's amount at risk is less than zero at the close of a year, the negative at-risk amount would be recaptured as ordinary income for such year. In general, the amount which any Member would be "at risk" with respect to the Company at the end of any Company tax year will be the same as his or her tax basis for his or her interest.

## **Allocation of Company Revenues and Expenses**

The Operating Agreement provides for the allocation of all costs and revenues among the Members and the Manager. The Operating Agreement also provides that, to the extent permitted by law, all tax deductions are allocated to the party who was charged with the expenditure giving rise to the deductions, and tax credits, if any, are allocated in the same ratio as revenues are shared when the credit arises.

The allocations of income, gain, loss, deduction or credit by the Company will be recognized for federal tax purposes provided such allocations have substantial economic effect. Regulations under Code Section 704(b) provide guidelines regarding when an allocation will be considered to have substantial economic effect. In order to comply with these regulations, the Operating Agreement contains provisions reallocating Company tax items in order to avoid or eliminate any negative Capital Account for the Members. It is possible that these reallocation provisions will alter the method in which the Members share the profits and losses of the Company.

Although the Internal Revenue Service may generally challenge the allocations made by the Company, the Manager believes that it is more likely than not that such allocations will have substantial economic effect and will be recognized for federal income tax purposes. To the extent an allocation is not recognized for federal income tax purposes, the items involved would be ascribed to each Member in accordance with his or her interest in the Company. The tax treatment of any item, the allocation of which is not recognized for tax purposes, will depend upon its nature in the hands of the Members concerned.

## **Passive Income and Losses**

Under the Tax Reform Act of 1986, losses from passive activities for Members may not offset other income of a taxpayer such as salary, interest, dividends and active business income. Deductions from passive activities may offset income from passive activities. Credits from passive activities generally are limited to the tax attributable to income from such passive activities. Disallowed losses and credits are carried forward and treated as deductions and credits from passive activities in subsequent taxable years. Disallowed losses from an activity are allowed in full when the taxpayer disposes of his or her entire interest in the activity in a taxable transaction. Such losses are allowed first against any gain on disposition, second against any net passive income and last against trade, business and portfolio income.

Passive activities include trade or business activities in which the taxpayer does not materially participate. The limitation on passive activity losses applies to

individuals, estates, trusts, closely held Subchapter C corporations and personal service corporations. Because the Company confers limited liability on the Members, its business operations are expected to be classified as a passive activity.

### **Company Syndication and Organization Costs**

Costs incurred in the organization of a company or in the sale of Units must be capitalized and therefore may not be deducted. A company may, however, amortize organization costs over a 60-month period beginning with the month in which the company begins business. Organization costs are defined as those expenditures which are incidental to the creation of the company, chargeable to the capital accounts, and of a character which, if expended in connection with the creation of a company having an ascertainable life, would be amortized over that period of time.

Syndication costs are expenditures connected with issuing and marketing interests in the company, such as commissions, professional fees, and printing costs. Syndication costs must be capitalized and are not subject to the special 60-month amortization provision. As a result of the non-deductibility of syndication fees, Members may have a tax basis in their Units remaining upon dissolution of the Company which may result in a capital loss for tax purposes at that time. The Company intends to amortize its organization costs over a 60-month period commencing with the organization of the Company.

### **State and Local Taxes**

Assets owned by the Company will be subject to normal ad valorem taxes assessed by the county and other local political jurisdictions within which the Company's assets are situated.

The Company may operate in states that impose a tax on each Member's share of the income derived from the Company's activities in such state. In addition, to the extent that the Company operates in certain jurisdictions, estate or inheritance taxes may be payable to those jurisdictions upon the death of a Member. Accordingly, a Member might be subjected to income, estate or inheritance taxes in states and localities in which the Company does business, as well as in his or her own state.

Depending on the location of the Company's properties and on applicable state and local laws, deductions that are available to a Member for federal income tax purposes may not be available to the Member for state or local income tax purposes. Furthermore, the treatment of particular items under the state and local income tax laws may vary materially from the federal income tax treatment.

## **Tax Returns**

The Company will arrange for the preparation and filing of all necessary federal, state and local tax returns of the Company, and will annually furnish each Member with any information about the Company, such annual report will be provided annually on the 31st of December. The Company will rely on qualified advisers in determining what deductions will be claimed on Company tax returns, costs may be incurred for which the federal income tax treatment is unclear. Thus, there can be no assurance that Company tax returns will not be adjusted by tax authorities, which in turn could lead to adjustments in the individual returns of the Members. The period in which such adjustments could be made with respect to Company items is generally three years from the later of the date on which the Company return is filed or the last day prescribed by law for filing. Furthermore, the Manager may extend the period of assessment as to all Members by its consent.

## **Summary Only**

The foregoing is only a summary of the material tax considerations generally affecting the Members. Moreover, the federal income tax matters discussed above are subject to change by legislation, administrative action or judicial decision. No ruling has been sought, and no assurances can be given that any deductions or other federal income tax advantages which are described herein, or which prospective Members may contemplate, will be available.

THE FOREGOING ANALYSIS OF THE FEDERAL INCOME TAX CONSIDERATIONS TO A MEMBER IS NOT INTENDED AS A SUBSTITUTE FOR CAREFUL TAX PLANNING. ACCORDINGLY, PERSONS CONTEMPLATING AN INVESTMENT IN THE COMPANY MUST CONSULT THEIR TAX ADVISERS WITH SPECIFIC REFERENCE TO THEIR OWN TAX SITUATIONS, ESPECIALLY SINCE AT THE TIME OF THIS OFFERING ALL TAX RULES, LAWS AND REGULATIONS ARE CONSTANTLY IN THE PROCESS OF DEBATE IN THE CONGRESS AS TO WHAT TAX RATES OR RULES MAY APPLY OR WHAT TAX DEDUCTIONS MIGHT BE AVAILABLE WITH RESPECT TO YOUR SPECIFIC INVESTMENT.

YOU THEREFORE CANNOT RELY ON ANY TAX INFORMATION ATTEMPTED TO BE SUPPLIED IN THIS DOCUMENT AND YOU MUST CONSULT YOUR PERSONAL TAX ADVISOR WITH RESPECT TO THE ADVISABILITY, ADVANTAGES OR DISADVANTAGES OF MAKING AN INVESTMENT IN THE MOTION PICTURE.

## **ERISA CONSIDERATIONS**

General Fiduciary Obligations. Trustees and other fiduciaries of qualified retirement plans or IRAs that are set up as part of a plan sponsored and maintained by an employer, as well as trustees and fiduciaries of Keogh Plans under which employees, in addition to self-employed individuals, are participants (together, "ERISA Plans"), are governed by the fiduciary responsibility provisions of Title 1 of the Employee Retirement Income Security Act of 1974 ("ERISA"). An investment in Units by an ERISA Plan must be made in accordance with the general obligation of fiduciaries under ERISA to discharge their duties (i) for the exclusive purpose of providing benefits to participants and their beneficiaries; (ii) with the same standard of care that would be exercised by a prudent person familiar with such matters acting under similar circumstances; (iii) in such a manner as to diversify the investments of the plan, unless it is clearly prudent not to do so; and (iv) in accordance with the documents establishing the plan. Fiduciaries considering an investment in the Units should accordingly consult their own legal advisors if they have any concern as to whether the investment would be inconsistent with any of these criteria.

Fiduciaries of certain ERISA Plans which provide for individual accounts (for example, those which qualify under Section 401(k) of the Code, Keogh Plans and IRAs) and which permit a beneficiary to exercise independent control over the assets in his or her individual account, will not be liable for any investment loss or for any breach of the prudence or diversification obligations which results from the exercise of such control by the beneficiary, nor will the beneficiary be deemed to be a fiduciary subject to the general fiduciary obligations merely by virtue of his or her exercise of such control. On October 13, 1992, the Department of Labor issued regulations establishing criteria for determining whether the extent of a beneficiary's independent control over the assets in his account is adequate to relieve the ERISA Plan's fiduciaries of their obligations with respect to an investment directed by the beneficiary. Under the regulations, the beneficiary must not only exercise actual, independent control in directing the particular investment transaction, but also the ERISA Plan must give the participant or beneficiary a reasonable opportunity to exercise such control, and must permit him or her to choose among a broad range of investment alternatives.

Prohibited Transactions. Trustees and other fiduciaries making the investment decision for any qualified retirement plan, IRA or Keogh Plan (or beneficiaries exercising control over their individual accounts) should also consider the application of the prohibited transactions provisions of ERISA and the Code in making their investment decision. Sales and certain other transactions between a

qualified retirement plan, IRA or Keogh Plan and certain persons related to it (e.g., a plan sponsor, fiduciary, or service provider) are prohibited transactions. The particular facts concerning the sponsorship, operations and other investments of a qualified retirement plan, IRA or Keogh Plan may cause a wide range of persons to be treated as parties in interest or disqualified persons with respect to it. Any fiduciary, participant or beneficiary considering an investment in Units by a qualified retirement plan IRA or Keogh Plan should examine the individual circumstances of that plan to determine that the investment will not be a prohibited transaction. Fiduciaries, participants or beneficiaries considering an investment in the Units should consult their own legal advisors if they have any concern as to whether the investment would be a prohibited transaction.

Special Fiduciary Considerations. Regulations issued on November 13, 1986, by the Department of Labor (the "Final Plan Assets Regulations") provide that when an ERISA Plan or any other plan covered by Code Section 4975 (e.g., an IRA or a Keogh Plan which covers only self-employed persons) makes an investment in an equity interest of an entity that is neither a "publicly offered security" nor a security issued by an investment company registered under the Investment Company Act of 1940, the underlying assets of the entity in which the investment is made could be treated as assets of the investing plan (referred to in ERISA as "plan assets"). Programs which are deemed to be operating companies or which do not issue more than 25% of their equity interests to ERISA Plans are exempt from being designated as holding "plan assets." Management anticipates that the Company would be characterized as an "operating company" for the purposes of the regulations, and that it would therefore not be deemed to be holding "plan assets."

Classification of the assets of the Company as "plan assets" could adversely affect both the plan fiduciary and management. The term "fiduciary" is defined generally to include any person who exercises any authority or control over the management or disposition of plan assets. Thus, classification of Company assets as plan assets could make the management a "fiduciary" of an investing plan. If assets of the Company are deemed to be plan assets of investor plans, transactions which may occur in the course of its operations may constitute violations by the management of fiduciary duties under ERISA. Violation of fiduciary duties by management could result in liability not only for management but for the trustee or other fiduciary of an investing ERISA Plan. In addition, if assets of the Company are classified as "plan assets," certain transactions that the Company might enter into in the ordinary course of its business might constitute "prohibited transactions" under ERISA and the Code.

Reporting of Fair Market Value. Under Code Section 408(i), as amended by the Tax

Reform Act of 1986, IRA trustees must report the fair market value of investments to IRA holders by January 31 of each year. The Internal Revenue Service has not yet promulgated regulations defining appropriate methods for the determination of fair market value for this purpose. In addition, the assets of an ERISA Plan or Keogh Plan must be valued at their "current value" as of the close of the plan's calendar year in order to comply with certain reporting obligations under ERISA and the Code. For purposes of such requirements, "current value" means fair market value where available. Otherwise, current value means the fair value as determined in good faith under the terms of the plan by a trustee or other named fiduciary, assuming an orderly liquidation at the time of the determination. The Company does not have an obligation under ERISA or the Code with respect to such reports or valuation although management will use good faith efforts to assist fiduciaries with their valuation reports. There can be no assurance, however, that any value so established (i) could or will actually be realized by the IRA, ERISA Plan or Keogh Plan upon sale of the Units or upon liquidation of the Company, or (ii) will comply with the ERISA or Code requirements.

## **PLAN OF DISTRIBUTION**

The Units are being offered by the Company on a best-efforts basis primarily by the officers, directors and employees of the Manager, and possibly through independent referral sources and by registered broker-dealers who are members of the Financial Industry Regulatory Authority ("FINRA"). As of the date of this Memorandum, the Company had not entered into any selling agreements with registered broker-dealers. The Company may pay selling commissions to participating broker-dealers who are members of the FINRA, and referral fees to finders, including officers or employees of the Company or of the Manager.

Participating broker-dealers may also be paid or reimbursed for due diligence costs incurred by them in reviewing the Manager and the Company. Participating broker-dealers, if any, will be indemnified by the Company and the Manager with respect to this offering and the disclosures made in this Memorandum.

## **ELIGIBILITY**

This Offering is made by the Company in reliance on the safe harbor exemption provided by Rule 506(c) of Regulation D under the Securities Act, and in reliance upon exemptions from registration contained in the "blue sky" laws of various states.

Each investor will be required to represent that the Securities are being acquired for the investor's own account, and not for the account of others, for investment

purposes only and not with a view to the sale or distribution thereof in whole or in part. The speculative nature of the Company's business, together with the lack of liquidity of the Securities, makes the purchase of Securities suitable only for investors who have adequate financial means and who can afford the total loss of their investment. Accordingly, investors will be required to make certain representations as to their net worth, income, and ability to bear the loss of their investment. In addition, investors will be required to provide sufficient information to enable the Company to verify that each investor is an "accredited investor", as such term is defined in Rule 501 of Regulation D under the Securities Act ("**Accredited Investor**").

The suitability standards discussed below represent minimum suitability standards for prospective investors. Prospective investors are encouraged to consult their own investment or tax advisers, accountants, legal counsel or other advisers to determine whether an investment in the Securities is appropriate. (See "**Risk Factors.**")

For the reasons described below and under "Risk Factors" the purchase of the Securities should be considered a highly risky investment. A prospective investor, in determining whether the Securities are a suitable investment, should consider carefully that: (i) there will be a limited number of Securities sold; (ii) transferability thereof will be limited; (iii) no public or secondary market exists or is likely to develop in the near future for the Securities; and (iv) the Securities have not been registered under the Securities Act, and accordingly, they cannot be resold unless they are so registered or an exemption from such registration requirement is available. Each investor will be required to acknowledge in writing to the Company that they understand that said Securities may not be resold except in compliance with such registration provisions as well as restrictions on resale imposed by the securities laws of the state where prospective investors reside. The Company will not undertake to register the Securities for resale under the Securities Act or to issue public information in such form as to make available the use of Rule 144 promulgated by the Securities and Exchange Commission under the Securities Act for resale of the Securities.

Purchase of the Securities is suitable only for a person of economic means who has no need for liquidity in this investment and who has adequate means of providing for their current needs, even if investment in the Securities results in a total loss. Accordingly, no investor should purchase Securities who cannot bear the risk of loss. The Company reserves the right to accept or reject any subscription to purchase Securities. An investment in the Securities is restricted to Accredited Investors who have such business and financial experience that they are capable of evaluating the merits and risks of an investment in the Company and of protecting



their interests in the transaction.

### **Securities Will Be Sold Only to Verified Accredited Investors**

The Securities will be sold only to Accredited Investors, and the Company will require that investors provide information sufficient for the Company to verify each investor's status as an Accredited Investor. (See "Subscription Procedures".)

To be an Accredited Investor, you, or the entity through which you are investing must fall within any of the following categories at the time of the sale of the Securities to you:

(1) A bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; an insurance company as defined in Section 2(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940, as amended, or a business development company as defined in Section 2(a)(48) of that Act; a Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; 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 \$5.0 million; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of that Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5.0 million or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

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

(3) An organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; a limited liability company; a Massachusetts or similar business trust; a limited liability company or a partnership; in each case, not formed for the specific purpose of acquiring the Securities and with total assets in excess of \$5,000,000;

(4) A director or executive officer of the Company;

(5) A natural person who has an individual net worth (determined by subtracting total

liabilities from total assets; but excluding the net value of such person's primary residence)<sup>1</sup>, or joint net worth with such person's spouse, in excess of \$1,000,000.

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

(7) A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D under the Securities Act; or

(8) An entity in which all of the equity owners are Accredited Investors.

The suitability standards discussed herein are minimum requirements for prospective investors, and the satisfaction of these standards does not necessarily mean that the Securities are a suitable investment for as prospective investor.

<sup>1</sup> For purposes of determining the net value of the person's primary residence, indebtedness secured by the person's primary residence (i) within sixty (60) days of the date of the person's purchase of the Securities, and/or (ii) in excess of the property's estimated fair market value, must be treated as a liability in the net worth calculation.

**The suitability standards discussed herein are minimum requirements for prospective investors, and the satisfaction of these standards does not necessarily mean that the Securities are a suitable investment for as prospective investor.**

The Company reserves the right, in its sole discretion, to reject any potential investor, to require potential investors to furnish a financial statement or other information before admission as a shareholder, and to restrict the size of investments.

## **SUBSCRIPTION PROCEDURES**

To subscribe for **Units**, prospective investors will need to review and execute a copy of the Subscription Agreement, a form of which is available on the Offering website and was delivered to the investor along with this Memorandum. Investors

will deliver the executed Subscription Agreement to the Company, and send the Company either a check made payable to “TIGER WITHIN, LLC” in an amount equal to the purchase price for the **Units** for which such investor is subscribing, or an electronic transfer of such purchase price using the following wire instructions.

***Wire Transfer Instructions***

Susan H. Shapiro, Esq.

Attorney ESCROW Account

c/o TIGER WITHIN, LLC  
75 North Middletown Road,  
Nanuet, NY 10954  
email: tigerwithinmovie@gmail.com

Bank Information:

Chase Bank, 61 Smith Road, Nanuet, New York 10954

Tel: 845-627-2315

ABA Routing # 021000021

FOREIGN SWIFT Code CHASUS33

Escrow Account # 6802213679

The minimum investment amount in the Offering is \$250.00 per investor.

Subject to applicable state laws, subscriptions will not be subject to revocation by prospective investors, but may be rejected by the Company, in whole or in part, in its sole discretion, in which event the subscription funds will be returned to the investor within 15 business days. The Company will issue Units and will deliver countersigned copies of the Subscription Agreement to investors as soon as reasonably practicable after such subscriptions have been accepted. The cash payments of the prospective investors accompanying the Subscription Agreement will be deposited by the Company into a segregated bank account and, once the subscription has been accepted by the Company, be immediately available for use by the Company.

## **Verifying Accredited Investor Status**

As disclosed elsewhere in this Memorandum, the **Units** are being offered in reliance on the safe harbor exemption provided by Rule 506(c) of Regulation D of the Securities Act, and may be purchased only by Accredited Investors. In accordance with Rule 506(c), the Company has an obligation to take reasonable steps to verify that each investor purchasing **Units** is actually an Accredited Investor. (See “*Eligibility*” for guidance on Accredited Investor qualifications.)

In order to enable the Company to verify an investor’s status as an Accredited Investor, the Company will require each investor to submit a written confirmation from at least one of the following:

1. registered broker-dealer;
2. SEC-registered investment adviser;
3. licensed attorney; and/or
4. certified public accountant.

Such written confirmation must include a statement that the confirming entity or person has taken reasonable steps to verify the investor’s Accredited Investor status within the three months prior to the investor’s subscription for Units, and has determined that such investor is an Accredited Investor. A form of written confirmation for you to give to your advisor to complete is available on the Offering website and was delivered to you along with this Memorandum.

The signed Subscription Agreement and Accredited Investor Status Letter may be returned to the Company by regular mail or overnight delivery at the address provided for in the Subscription Agreement or by e-mail at the e-mail address provided for in the Subscription Agreement, and payment for the shares may be made by sending a check payable to the Company by regular mail or overnight delivery to the address provided for in the Subscription Agreement or by wire transfer, in accordance with the wire instructions provided for in the Subscription Agreement.

**A Subscription Agreement will be deemed complete only if it is accompanied by such written confirmation, or, alternatively, such other documentation sufficient to enable the Company to verify an investor’s Accredited Investor status.**

**If for any reason you are unable to obtain the written confirmation described above, please verify your status as an Accredited Investor through the other means described in the Cover Letter to this Offering and delivered along with this Memorandum.**

## **Exhibit A**

### **SUBSCRIPTION AGREEMENT**

THE SECURITIES BEING OFFERED HEREUNDER MAY BE SOLD ONLY TO “ACCREDITED INVESTORS,” WHICH FOR NATURAL PERSONS ARE INVESTORS WHO MEET CERTAIN MINIMUM ANNUAL INCOME OR NET WORTH THRESHOLDS.

THE SECURITIES ARE BEING OFFERED IN RELIANCE ON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND ARE NOT REQUIRED TO COMPLY WITH SPECIFIC DISCLOSURE REQUIREMENTS THAT APPLY TO REGISTRATION UNDER THE SECURITIES ACT.

THE SECURITIES AND EXCHANGE COMMISSION HAS NOT PASSED UPON THE MERITS OF OR GIVEN ITS APPROVAL TO THE SECURITIES BEING OFFERED HEREUNDER, THE TERMS OF THE OFFERING, OR THE ACCURACY OR COMPLETENESS OF ANY OFFERING MATERIALS.

THE SECURITIES ARE SUBJECT TO LEGAL RESTRICTIONS ON TRANSFER AND RESALE AND INVESTORS SHOULD NOT ASSUME THEY WILL BE ABLE TO RESELL THEIR SECURITIES.

INVESTING IN SECURITIES INVOLVES RISK, AND INVESTORS SHOULD BE ABLE TO BEAR THE LOSS OF THEIR INVESTMENT.

**TIGER WITHIN, LLC**  
**SUBSCRIPTION AGREEMENT**

Tiger Within, LLC  
8033 Sunset Blvd.  
Los Angeles, California 92404

Ladies and Gentlemen:

This Subscription Agreement (this “**Agreement**”) is made between Tiger Within, LLC a New York limited liability company (the “**Company**”), and the undersigned prospective purchaser (the “**Subscriber**”). Pursuant to the terms of the Confidential Offering Memorandum related to the offering of Units (as defined below) (the “**Offering Memorandum**”), the Subscriber has expressed an interest in purchasing such number of Units of limited liability company interests of the Company (“**Units**”) as are listed on the signature page hereto (the “**Units**”). The purchase price per Unit is \$250.00. As noted in the Offering Memorandum, the **Units** are being offered in reliance on the safe harbor exemption provided by Rule 506(c) of Regulation D of the Securities Act of 1933, as amended (the “**Securities Act**”), and may be purchased only by “accredited investors”, as such term is defined in Rule 501 of Regulation D (“**Accredited Investors**”).

In connection with the execution of this Agreement and to induce the Company to sell the Units to the Subscriber, the Subscriber hereby agrees as follows:

**1. Terms of Offering; Subscription: Stockholders Agreement;**

**Confirmation of Accredited Investor Status**

(a) The Subscriber has thoroughly read and understands this Agreement and the Offering Memorandum, together with all exhibits and schedules thereto, as well as the cover letter (the “**Cover Letter**”) to which this Agreement and the Offering Memorandum are attached as exhibits. Prior to the execution of this Agreement, the Subscriber and the Subscriber’s advisors have had the opportunity to ask questions of, and receive answers from, representatives of the Company concerning the terms and conditions of this transaction, and the finances, operations, business and prospects of the Company. The Subscriber is satisfied that it has received information with respect to all matters that it considers material to its decision to make this investment and has based the decision to purchase the Units solely on the information contained in the materials referred to in this Section 1.

(b) The Subscriber hereby irrevocably subscribes for and agrees to purchase the

Units at a purchase price of \$250.00 per Unit (the “**Subscription**”) for a total purchase price as set forth on the signature page hereto (the “**Purchase Price**”). The Subscriber is providing payment in the full amount of the Purchase Price of the Units for which the Subscriber is subscribing contemporaneously with returning this executed Agreement (the “**Payment**”) via the following method (**CHECK ONE**):

\_\_\_\_\_ **Wire transfer to:**

Susan H. Shapiro, Esq. , ESCROW account

c/o TIGER WITHIN, LLC  
8033 Sunset Blvd.,  
Los Angeles, CA 90046  
email: [tigerwithinmovie@gmail.com](mailto:tigerwithinmovie@gmail.com)

Bank Information:

Chase Bank, 61 Smith Road, Nanuet, New York 10954

tel 845-627-2315

ABA Routing # 021000021

FOREIGN SWIFT Code CHASUS33

Escrow Account # 6802213679

\_\_\_\_\_ **By check made payable to: Tiger Within, LLC** and sent to:

Tiger Within, LLC

ATTN: Subscription Department 8033 Sunset Blvd., Los Angeles CA 90046

(c) The Subscriber understands and agrees that the Company, in its sole discretion, reserves the right to accept or reject this or any other subscription for Units, in whole or in part. If this Subscription is rejected in whole or in part for any reason, the Company will return the Subscriber’s Payment promptly, without interest (in the case of the rejection of a portion of the Subscription, the part of the Payment relating to such rejected portion will be returned), and this Agreement shall continue in full force and effect to the extent this Subscription was accepted. Those subscribers whose subscriptions are accepted (each, a “**Purchaser**”) will be issued a certificate for the number of Units purchased in the name of each such Purchaser, and the name of such Purchaser will be entered on the Company’s transfer books as



the record owner of such Units.

(d) The Subscriber agrees as a condition of the purchase and sale of the Units to comply with the verification requirements regarding the Subscriber's status as an Accredited Investor by either (i) submitting to the Company a completed Written Confirmation of Accredited Investor Status in substantially the form delivered to the Subscriber as Exhibit C to the Cover Letter, or (ii) submitting to the Company the requisite verification documentation described in the Cover Letter.

## 2. Accredited Investor

(a) The Subscriber is an Accredited Investor, and as of the date of this Agreement falls within the following category or categories (**Please INITIAL one or more**):

\_\_\_\_\_ (1) A bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; an insurance company as defined in Section 2(a)(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940, as amended (the "**Investment Company Act**") or a business development company as defined in Section 2(a)(48) of the Investment Company Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; 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 such plan has total assets in excess of \$5,000,000; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 ("**ERISA**") if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of 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 or, if a self-directed plan, with investment decisions made solely by persons that are Accredited Investors;

\_\_\_\_\_ (2) a private business development company as defined in Section 202(a)(22) of the Investment Adviser Act of 1940;

\_\_\_\_\_ (3) an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, a corporation, a Massachusetts or

similar business trust, limited liability company, or partnership, not formed for the specific purpose of acquiring the Units, with total assets in excess of \$5,000,000;

\_\_\_\_\_ (4) a director or executive officer of the Company;

\_\_\_\_\_ (5) a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of such person's purchase of the Units exceeds \$1,000,000;<sup>1</sup>

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

\_\_\_\_\_ (7) a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the **Units**, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D under the Securities Act; and/or

\_\_\_\_\_ (8) an entity in which all of the equity owners are Accredited Investors.

(b) In order to meet the conditions for exemption from the registration requirements under the securities laws of certain jurisdictions, purchasers who are residents of such jurisdictions may be required to meet additional suitability requirements.

### **3. Representations and Warranties of the Subscriber.**

In order to induce the Company to accept the Subscriber's subscription in whole or in part, the Subscriber hereby represents, warrants and covenants to the Company that:

<sup>1</sup> As used in herein, the term "net worth" means the excess of total assets over total liabilities. In computing net worth, the net value of the principal residence of the purchaser must be excluded. For purposes of determining the net value of the purchaser's primary residence, indebtedness secured by the purchaser's primary residence (i) within fifty (60) days of the date of the purchaser's execution of this Agreement, and/or (ii) in excess of the property's estimated fair market value must be treated as a liability in the net worth calculation.

(a) Experience and Suitability. The Subscriber is qualified by its knowledge and experience in financial and business matters to evaluate the merits and risks of an investment in the Units and to make an informed decision relating thereto. The Subscriber has the financial capability for making the investment and protecting its interests, and the Subscriber can afford a complete loss of the investment. The investment is a suitable one for the Subscriber.

(b) No Need for Liquidity. The Subscriber is aware that it will be unable to liquidate its investment readily in case of an emergency and that the **Units** being purchased may have to be held for an indefinite period of time. The Subscriber's overall commitment to investments that are not readily marketable is not excessive in view of the Subscriber's net worth and financial circumstances and the purchase of the **Units** will not cause such commitment to become excessive. In view of such facts, the Subscriber acknowledges that it has adequate means of providing for its current needs, anticipated future needs and possible contingencies and emergencies and has no need for liquidity in the investment in the **Units**. The Subscriber is able to bear the economic risk of this investment.

(c) Opportunity to Investigate. Prior to the execution of this Agreement, the Subscriber and its advisors have had the opportunity to ask questions of, and receive answers from, representatives of the Company concerning the terms and conditions of this transaction, and the finances, operations, business and prospects of the Company. The Subscriber has read the Offering Memorandum, and the Subscriber's advisors and the Subscriber have also had the opportunity to obtain additional information necessary to verify the accuracy of information furnished about the Company. Accordingly, the Subscriber has independently evaluated the risks of purchasing the Units, and the Subscriber is satisfied that it has received information with respect to all matters that it considers material to its decision to make this investment.

(d) Risk Factors. The Subscriber fully understands that the Units are speculative investments that involve a high degree of risk of loss of the Subscriber's entire investment. The Subscriber understands that the risks described in this Agreement and in the Offering Memorandum are not a complete list of risks involved in an investment in the Company. The Subscriber understands that the Company is subject to all of such risks, and others inherent in an investment of this nature. The Subscriber is aware that no public market exists for the Units and that the Units may not be sold without compliance with applicable federal and state securities laws. The Subscriber understands that the Company has made no assurances that a public market will ever exist for the Units and that, even if a public market exists in the future, the Subscriber may not readily be able to sell the

Units. The Subscriber has considered each of these risks regarding an investment in the Company and the Units.

(e) Investment Purpose. The Subscriber is acquiring the Units for its own account for the purpose of investment and not with a view to, or for resale in connection with, the distribution thereof, nor with any present intention of distributing or selling the Units. The Subscriber understands that the Units have not been registered under the Securities Act or the securities laws of any state, and the Subscriber hereby agrees not to make any sale, transfer or other disposition of any such Units unless either (i) the Units first shall have been registered under the Securities Act and all applicable state securities laws, or (ii) an exemption from such registration is available, and the Company has received such documents and agreements from the Subscriber and the transferee as the Company requests at such time. The Subscriber further understands that no federal or state agency has approved, disapproved or made any findings or determinations as to the fairness for investment, nor any recommendation of endorsement of the merits of the offering of the Units.

(f) Restrictive Legend. The Subscriber understands that until the Units have been registered under the Securities Act and applicable state securities laws, each certificate, if any, representing such Units shall bear a restrictive legend substantially similar to the following:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, (THE "SECURITIES ACT") OR ANY STATE SECURITIES LAWS. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. HOLDERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN THE FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

(g) No Regulatory Approval of Merits. The Subscriber understands that neither the Securities and Exchange Commission nor the commissioner or department of securities or attorney general of any state has passed upon the merits

or qualifications of, nor recommended nor approved, the Units. Any representation to the contrary is a criminal offense.

(h) Independent Advice. The Subscriber understands that the Subscriber is urged to seek independent advice from its professional advisors relating to the suitability for the Subscriber of an investment in the Company in view of its overall financial needs and with respect to the legal and tax implications of such an investment.

(i) Indemnification. The Subscriber understands the meaning and legal consequences of this Agreement and agrees to indemnify and hold harmless the Company and each director and officer thereof from and against any and all loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the Subscriber contained in this Agreement.

(j) Authority and Noncontravention. The execution and performance hereof violates no law, order, judgment, injunction, agreement or controlling document to which the Subscriber is a party or by which the Subscriber is bound. If an entity, (i) the Subscriber is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it has been formed; (ii) the Subscriber has the right and power under its organizational instruments to execute, deliver and perform its obligations hereunder; and (iii) this Agreement has been duly authorized by all necessary action on the part of all officers, directors, partners, stockholders and trustees and will not violate any agreement to which the Subscriber is a party; and (iv) the individual executing and delivering this Agreement has the requisite right, power, capacity and authority to do so on behalf of the organization. The Subscriber has not been organized for the purpose of subscribing for the Units.

(k) Duration. The Subscriber understands that it may not cancel, terminate or revoke this Agreement or any agreement made by it hereunder, and, if the Subscriber is an individual, that this Agreement shall survive the Subscriber's death or disability and shall be binding upon the Subscriber's heirs, executors, administrators, successors and assigns.

(l) Further Assurances. The Subscriber agrees to promptly provide such information and to execute and deliver such documents as reasonably may be necessary to comply with any and all laws and ordinances to which the Company is subject.

(m) Residence. The Subscriber is resident in the state set forth below and is receiving the Units in that state.

(n) Office of Foreign Assets Control.

(i) The Subscriber should check the Office of Foreign Assets Control (“OFAC”) website at <http://www.treas.gov/ofac> before making the following representations. The Subscriber represents that the amounts to be invested by it in the Units were not and are not directly or indirectly derived from activities that contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations. Federal regulations and Executive Orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by OFAC (the “OFAC Programs”) prohibit dealing with individuals<sup>2</sup> or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

(ii) To the best of the Subscriber’s knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts for the

**Units** if the Subscriber cannot make the representation set forth in the preceding sentence. The Subscriber agrees to promptly notify the Company should the Subscriber become aware of any change in the information set forth in these representations. The Subscriber understands and acknowledges that, by law, the Company may be obligated to “freeze the account” of the Subscriber, either by prohibiting additional subscriptions from the Subscriber or declining any redemption requests, and the Company may also be required to report such action and to disclose the Subscriber’s identity to OFAC. The Subscriber further acknowledges that the Company may, by written notice to the Subscriber, suspend the redemption rights, if any, of the Subscriber if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any of the Company’s other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

<sup>2</sup> These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

(iii) To the best of the Subscriber’s knowledge, none of: (1) the Subscriber;; (2) any person controlling or controlled by the Subscriber; or (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber is a senior foreign political figure<sup>3</sup>, or any immediate family<sup>4</sup> member or close associate<sup>5</sup> of a senior foreign political figure, as such terms are defined in the footnotes below.

(iv) If the Subscriber is affiliated with a non-U.S. banking institution (a “Foreign Bank”), or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Subscriber represents and warrants to the Company that:

(1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities;

(2) the Foreign Bank maintains operating records related to its banking activities;

(3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

The Subscriber hereby acknowledges that the representations and warranties contained in this Agreement are made by the Subscriber with the intent that such representations and warranties may be relied upon by the Company and its agents in determining the Subscriber’s eligibility to purchase the Units. By this Agreement, the Subscriber represents and warrants that the foregoing representations and

<sup>3</sup> A “senior foreign political figure” is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned limited liability company. In addition, a “senior foreign political figure” includes any limited liability company, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

<sup>4</sup> “Immediate family” of a senior foreign political figure typically includes the figure’s parents, siblings, spouse, children and in-laws.

<sup>5</sup> A “close associate” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

warranties are true at the time of closing with the same force and effect as if they had been made by the Subscriber at the closing time, and that they shall survive the purchase by it of the Units and shall continue in full force and effect notwithstanding any subsequent disposition by it of the Units.

#### 4. Miscellaneous.

(a) Accuracy of Information. The information contained herein including all documents and certificates delivered pursuant hereto is complete and accurate and may be relied upon by the Company, and the Subscriber will notify the Company immediately of any material change in any of such information occurring prior to the closing, if any, with respect to the purchase of Units by the Subscriber or any co-purchaser.

(b) Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) made by facsimile or email transmission, (iii) sent by overnight courier, or (iv) sent by certified mail, return receipt requested, postage prepaid.

If to the Subscriber: To the address designated in Section 4(r) hereof.

If to the Company: To the address set forth at the beginning of this Agreement.

All notices, requests, consents and other communications hereunder shall be deemed to have been given either (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth herein, (ii) if made by facsimile or email transmission, at the time that receipt thereof has been acknowledged by the intended recipient by electronic confirmation or otherwise, (iii) if sent by overnight courier, on the second business day following the day such notice is delivered to the courier service, or (iv) if sent by certified mail, upon receipt.

(c) Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

(d) Modifications and Amendments. The terms and provisions of this



Agreement may be modified or amended only by written agreement executed by the parties hereto.

(e) Waivers and Consents. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

(f) Assignment. This Agreement may not be transferred or assigned without the prior written consent of the Company and any such transfer or assignment shall be made only in accordance with applicable laws and any such consent.

(g) Benefit. All statements, representations, warranties, covenants and agreements in this Agreement shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each party hereto. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.

(h) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the State of California, without giving effect to the conflict of law principles thereof.

(i) Jurisdiction and Service of Process. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of New York or of the United States of America for the Southern District of New York. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Each of the parties hereto irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, to the party at its address set forth in Section 4(b) hereof.

(j) Severability. In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Agreement shall be unenforceable in any respect, then such provision shall be

deemed limited to the extent that such court deems it enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

(k) Interpretation. The parties hereto acknowledge and agree that: (i) each party has had the opportunity to have counsel review the terms and provisions of this Agreement; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to the parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all persons.

(l) Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify, or affect the meaning or construction of any of the terms or provisions hereof.

(m) No Waiver of Rights, Powers and Remedies. No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

(n) Survival of Representations and Warranties. All representations and warranties made by the parties hereto in this Agreement shall survive the execution and delivery hereof.

(o) Expenses. Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others

engaged by such party) in connection with this Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

(p) No Broker or Finder. Each of the parties hereto represents and warrants to the other that no broker, finder or other financial consultant has acted on its behalf in connection with this Agreement or the transactions contemplated hereby in such a way as to create any liability on the part of the other. Each of the parties hereto agrees to indemnify and save the other harmless from any claim or demand for commission or other compensation by any broker, finder, financial consultant or similar agent claiming to have been employed by or on behalf of such party and to bear the cost of legal expenses incurred in defending against any such claim.

(q) Counterparts. This Agreement may be executed in one or more counterparts, including electronic counterparts delivered by email as a .PDF document or by facsimile, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(r) The Subscriber is purchasing the Units as follows (please check as appropriate):

_____ individually	_____ in trust
_____ joint tenants	_____ as a partnership/LLC
_____ tenants in common	_____ other:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Personal Email Address: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Email Address: \_\_\_\_\_

Communications should be sent to: \_\_\_\_\_ business or \_\_\_\_\_ home address

Federal Income Tax I.D. No. (Social Security Number for Individual Investors):

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5. Under penalties of perjury, the Subscriber certifies that:

- . (a) The number shown above is the Subscriber's correct Taxpayer Identification Number or Social Security Number, as the case may be;
- . (b) The Subscriber is not subject to backup withholding either because the Subscriber has not been notified by the Internal Revenue Service ("IRS") that the Subscriber is subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that the Subscriber is no longer subject to backup withholding;
- (c) The Subscriber is an Accredited Investor; and

(d) THE SUBSCRIBER IS SUBSCRIBING FOR THE SHARES ONLY AFTER HAVING READ, CONSIDERED AND FULLY UNDERSTOOD THE OFFERING MEMORANDUM, AND THIS AGREEMENT, INCLUDING ALL OF THE RISKS DESCRIBED HEREIN. THE SUBSCRIBER IS NOT RELYING ON ANY INFORMATION OR REPRESENTATION CONCERNING THE COMPANY OR THE SHARES EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

**[Remainder of Page Intentionally Left Blank]**

**SIGNATURE PAGE**

This page constitutes the signature page for the Subscription Agreement of the undersigned for Units of limited liability company interests in Tiger Within, LLC. Execution of this Signature Page constitutes execution of, and the undersigned hereby authorizes this Signature Page to be attached to a counterpart of, the aforementioned document.

Number of Units that the Subscriber has expressed an interest in purchasing:  
\_\_\_\_\_ Units at a Purchase price per Unit: \$250.00

Total Purchase Price of: \$ \_\_\_\_\_

**IN WITNESS WHEREOF**, the undersigned has executed this Signature Page this  
\_\_\_\_ day of \_\_\_\_\_, 2014.

**For Individual Investors:**

\_\_\_\_\_ Investor Signature

\_\_\_\_\_ Print Name

**For Entities:**

\_\_\_\_\_ Name of Entity

\_\_\_\_\_ By (authorized signature)

\_\_\_\_\_ Print Name and Title

**For Co-owners (if applicable):**

\_\_\_\_\_ Investor Signature

\_\_\_\_\_ Print Name

The foregoing subscription for Units of Tiger Within, LLC is hereby accepted.

**TIGER WITHIN, LLC**

By: \_\_\_\_\_ Rafal Zielinski, Managing Member

Date: \_\_\_\_\_, 2014

**Exhibit B**

**CONFIRMATION OF ACCREDITED INVESTOR STATUS**

Tiger Within, LLC (the “**Company**”)  
8033 Sunset Blvd., #240  
LA, CA 90046.

Ladies and Gentlemen: I, \_\_\_\_\_, hereby submit this Written Confirmation of Accredited

Investor Status in favor of \_\_\_\_\_ (the “**Investor**”), in connection with the Investor’s proposed investment in the Company being made in reliance on the safe harbor exemption provided by Rule 506(c) of Regulation D of the Securities Act of 1933, as amended (and the rules and regulations promulgated thereunder) (the “**Act**”).

I hereby certify that I am:

\_\_\_\_ Licensed as a registered broker-dealer by the Securities and Exchange Commission (“SEC”) and FINRA.

\_\_\_\_ Licensed as a registered investment adviser by the SEC under the Investment Advisers Act of 1940, as amended.

\_\_\_\_ Licensed as an attorney in the [State/Commonwealth] of \_\_\_\_\_ . \_\_\_\_ A Certified Public Accountant.

I hereby confirm that I am familiar with the financial condition, income, and/or net worth of the Investor and I have taken reasonable steps to verify the Investor’s status as an “accredited investor,” as such term is defined in Rule 501 of Regulation D of the Act, within three months of this Written Confirmation, and I have determined that the Investor is an accredited investor.

Sincerely,

\_\_\_\_\_  
Signature Printed Name

Date: \_\_\_\_\_

Contact Information: Address:

\_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_