
Dental Plan Film Management, LLC

HIGHLIGHTS OF THE OFFERING

- A feature film limited liability company (LLC) offering to finance the production of a single feature-length motion picture for release in all worldwide markets and media. The Film is entitled *Dental Plan* (see “DESCRIPTION OF BUSINESS – Script Synopsis”).
- *Dental Plan* tells a story in the comedy/adventure/crime genre about a con-man and his girlfriend who attempt to swindle an unsuspecting dentist out of his fortune. The tagline for the story is: Love Bites: Where Marriage, Murder, and Molars Collide! The Film’s anticipated MPAA rating is “PG-13” (see “DESCRIPTION OF BUSINESS – Script Synopsis”).
- A mini-maxi offering with a minimum including offering expenses of \$3,000,000 (“Minimum”) and a maximum of \$5,000,000 (“Maximum”) for the LLC to acquire the Script and finance the production of an independent feature film, including organizational and syndication (Offering) expenses, in addition to costs associated with marketing the completed Film to prospective theatrical distributors.
- The Manager for the LLC is Dental Plan Production, a California-based DBA formed in 2023. The Manager is owned by the individual filmmakers Tim Bragaw and Lenore Cutler (see “DESCRIPTION OF BUSINESS – Manager and People of Dental Plan Film Management, LLC”).
- The investment vehicle (manager-managed LLC) is to be formed upon funding per the California limited liability company statute regulating formation and operation of limited liability companies in the state. The address for the Manager is 1043 East Santa Anita Avenue, Burbank, California 91501; phone 818/383-0068.
- The Manager waives any rights to LLC organization fees or management fees (see “OFFERING INFORMATION – Manager and Affiliate Compensation”).
- Unit size – **\$100,000** per Unit; minimum purchase per investor – one (1) Unit, (i.e., \$100,000), except that in limited circumstances the Manager has the discretion to accept purchases of fractional Units.
- Subscriber funds placed in a segregated, interest-bearing bank account. One-time cash outlay [no notes, no cash calls] (see “OFFERING INFORMATION – Terms of Offering”).
- Investors to be paid one hundred percent (100%) of LLC’s Distributable Cash until they receive 125% of their originally invested capital (“Recoupment”), then creative Deferrals, if any, are paid. After payment of Deferrals, if any, the LLC’s Distributable Cash will be shared on a 50/50 basis as between the Manager and the LLC Members (pro rata amongst them) for the life of the LLC (10 years).
- Offering expenses limited to \$20,000 to be paid out of the Offering Proceeds (i.e., a high percentage of the Offering Proceeds will be used to produce and market the Picture to distributors; see “OFFERING INFORMATION – Estimated Use of Proceeds”).
- Sales of Units will be made to accredited investors only, through upper-level management of the LLC Manager. No transaction-related remuneration will be paid to such persons for the sale of Units (see “OFFERING INFORMATION – Plan For Distribution of Units”).

DENTAL PLAN FILM MANAGEMENT, LLC

A California Limited Liability Company
to be formed upon funding

Minimum of \$3,000,000 Maximum of \$5,000,000
of
Limited Liability Company Interests (Units)
Offered in a Minimum of 30 Units to a Maximum of 50 Units at \$100,000 Per Unit
Offering Sold By the LLC Manager on a “Best Efforts” Basis

Offering Terminates On August 30, 2024
(unless extended in the discretion of the Manager)

Dental Plan Film Management, LLC is a California Limited Liability Company,
to be formed for the purpose of financing, producing, owning,
distributing and otherwise exploiting a feature-length motion picture.

Minimum Purchase – One (1) Unit (\$100,000)
Except that under limited circumstances the Manager
has the discretion to sell less than the Minimum Purchase.

	Offering Price	Commissions ¹	Proceeds to LLC
Unit Price	\$ 100,000	\$ -0-	\$ 100,000
Minimum	\$3,000,000	\$ -0-	\$3,000,000
Maximum	\$5,000,000	\$ -0-	\$5,000,000

¹ The issuer Dental Plan Film Management, LLC will pay all organization and offering expenses, out of the Offering Proceeds, but limit such expenses to \$20,000.

NEITHER THE U.S. SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES REGULATORY AUTHORITY HAS PASSED ON THE MERITS OF OR GIVEN ITS APPROVAL TO ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING. NOR HAS EITHER PASSED ON THE ACCURACY OR COMPLETENESS OF ANY OFFERING MEMORANDUM OR SELLING LITERATURE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE COMMISSION.

HOWEVER, THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES OFFERED HEREUNDER ARE EXEMPT FROM REGISTRATION. THIS OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS NOT AUTHORIZED. PURCHASE OF THESE SECURITIES INVOLVES A HIGH DEGREE OF RISK.

- Development stage company
- Long term project
- No distribution currently in place
- Commercial success not certain
- Competitive industry

Dental Plan Production – LLC Manager

1043 East Santa Anita Avenue
Burbank, California 91501
818/383-0068

Date of Offering Memorandum: August 31, 2023

NOTICES

For the convenience of Prospective Purchasers, certain terms used in this Offering Memorandum are defined in the Definitions section located in the forepart of the Operating Agreement (Exhibit “A”). Such defined terms will appear in the Offering Memorandum with initial capital letters (see “OPERATING AGREEMENT”).

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(Dental Plan Film Management, LLC Subscription Agreement accompanies this Offering Memorandum.)

SUMMARY OF OFFERING

LLC Objectives

The Dental Plan Film Management, LLC (“LLC”) intends to finance the production of a single feature film (or “Picture”) with a Minimum estimated production and marketing budget (plus offering expenses) of **\$3,000,000** and a Maximum of **\$5,000,000**. The Offering is a mini-maxi Offering with a Minimum Offering Proceeds of \$3,000,000 (“Minimum”) and a Maximum Offering Proceeds of \$5,000,000 (“Maximum”). The Minimum plus Deferments, if any, will allow the LLC to acquire the Script, produce the Film on a restricted budget and market the Film to potential distributors. The Maximum plus Deferments, if any, will allow the LLC to acquire the Script, produce a higher quality film (using advanced technologies, increased levels of talent, additional filming days, improved music score), and market the Film more aggressively to potential distributors. Deferments of some or all of the budgeted salaries of creative personnel and others providing goods or services used in the production of the Picture may be used in conjunction with any level of Offering proceeds. Such Deferments are not paid out of Offering Proceeds but out of the Film’s revenue stream, if any. Such Deferments will be paid after Investor Recoupment (see definition of “Deferments” in the LLC Operating Agreement, Exhibit “A” and additional discussion at “Estimated Use of Proceeds”). In either case, the LLC will produce the Film and seek distribution of the Film through established distribution companies (see “DESCRIPTION OF BUSINESS”). There is no assurance that such objectives will be attained (see “RISK FACTORS”).

LLC Manager

The Manager for the LLC is the feature film production/development company Dental Plan Production, a California-based DBA formed in 2023 and wholly-owned by the individual filmmakers Tim Bragaw and Lenore Cutler “DESCRIPTION OF BUSINESS – The Manager and LLC Management” and “People of Dental Plan Film Management, LLC”). Articles for the LLC will be filed with the California Secretary of State upon funding of the Minimum Offering Proceeds. The offices of the Manager are located at 1043 East Santa Anita Avenue, Burbank, California 91501; phone 818/383-0068 (see biographical information on the individual owners of the Manager in the “DESCRIPTION OF BUSINESS – People of Dental Plan Film Management, LLC”).

LLC Management

The Manager will be responsible for the management of the LLC (see “OPERATING AGREEMENT”). The Manager will be supported in its LLC management activities by appropriate staff and consultants (see “DESCRIPTION OF BUSINESS – People of Dental Plan Film Management, LLC” and “The Manager and LLC Management”).

Description of Film Project

If the Offering is funded (as described above) the LLC intends to acquire the Script and produce the feature Film described herein and then arrange for the distribution of the Film. The Script tells a story in the adventure/comedy/crime genre about a con-man and his girlfriend who attempt to swindle an unsuspecting dentist out of his fortune. The tagline for the story is: Love Bites: Where Marriage, Murder, and Molars Collide! The Film’s anticipated MPAA rating is “PG-13” (see “DESCRIPTION OF BUSINESS – Script Synopsis”) and “OFFERING INFORMATION – Estimated Use of Proceeds”).

**Compensation
To Manager**

The Manager will waive receipt of any compensation relating to the activities of the LLC in the nature of LLC organization and management fees. The Manager will, however, be paid a percentage participation in the LLC's Distributable Cash (see "OFFERING INFORMATION – Manager and Affiliate Compensation").

**Prior
Performance**

The Manager has limited prior operating history with respect to the management of a manager-managed limited liability company. However, the Manager and its Affiliates do have experience in the movie business (see "DESCRIPTION OF BUSINESS", "Dental Plan Film Management, LLC" and "The Manager and LLC Management").

**Allocation of
Distributions,
Profits, Losses
and Credits**

Percentage participation payments will be made to Members (i.e., investors) out of the Picture's revenue stream. One hundred percent (100%) of the LLC's Distributable Cash will be paid to the LLC's Members (shared pro rata amongst the Members until the Members of the LLC achieve Recoupment (i.e., defined as 125% of their Original Invested Capital). Subsequent to Investor Recoupment, Creative Deferrals will be paid, if any (although, in limited circumstances, the Manager has reserved the right to pay deferrals to Creative Talent prior to Recoupment). After payment of Deferrals, the Manager and Members will share the LLC's Distributable Cash on a 50/50 basis, for the balance of the life of the LLC (see "OPERATING AGREEMENT" and "OFFERING INFORMATION – Estimated Use of Proceeds", "Manager and Affiliate Compensation" and "Allocations and Percentage Participations").

**Offering
Terms**

Limited Liability Company Units are being offered hereby in Units of \$100,000, each payable in cash upon Subscription. The minimum purchase per Subscriber is one (1) Unit (\$100,000), except that in limited circumstances the Manager has the discretion to accept purchases of less than the minimum. The Manager is also offering specific investor incentives for various levels of investment (see "Terms of the Offering – Investor Incentive Levels"). The Minimum Offering Proceeds for the Offering is \$3,000,000 and the Maximum Offering Proceeds ("Maximum") for the Offering is \$5,000,000. The Manager is not authorized to use any Investor funds until the Offering Minimum is achieved. The Offering will terminate on August 30, 2024 (unless extended in the discretion of the Manager). The securities (LLC Units) are being offered through the Manager (i.e., issuer sales).

**State, Date of
Organization
Termination**

The LLC is a California-based manager-managed limited liability company to be formed upon funding. The Certificate of Formation for the LLC will be filed with the California Secretary of State upon Minimum funding of the Offering. The LLC Operating Agreement provides that the existence of the LLC shall continue for ten (10) years, unless sooner terminated pursuant to the terms of the Operating Agreement. Upon termination of the LLC, the proceeds from the sale of all LLC assets will be distributed in accordance with the terms of the Operating Agreement (see "OPERATING AGREEMENT" at Exhibit "A").

Risk Factors

Investment in the LLC involves various risks including certain Federal income tax risks associated with the lack of liquidity of the investment, risks associated with the motion picture industry and various potential conflicts of interest (see "REQUIRED NOTICES – Risk Factors").

**Federal Tax
Incentive**

The federal Tax Cuts and Jobs Act of 2017 was signed into law on December 22, 2017. Section 13201(g) of Part III of the law provides that 100% of the expenses incurred by qualified film productions (as defined in the existing Section 181 of the IRS Code) may be deducted (expensed) in the year the film is placed in service (i.e., at the time of initial release). The law further provides that its provisions apply to property acquired after September 27, 2017 and placed in service after such date.

Tax Ruling

The Manager does not intend to apply for a ruling from the IRS regarding the LLC's tax status as a limited liability company. PROSPECTIVE INVESTORS ARE URGED TO OBTAIN TAX ADVICE SPECIFIC TO THEIR OWN INDIVIDUAL CIRCUMSTANCES FROM A TAX ADVISOR OF THEIR CHOOSING.

REQUIRED NOTICES

Federal and State Notices

THERE IS NO PUBLIC MARKET FOR THESE UNITS AND, BECAUSE THERE ARE EXPECTED TO BE ONLY A LIMITED NUMBER OF INVESTORS AND SINCE CERTAIN RESTRICTIONS RELATING TO INVESTOR SUITABILITY AND IMPOSED BY THE OPERATING AGREEMENT EXIST AS TO THE TRANSFERABILITY OF UNITS, NO ASSURANCES CAN BE GIVEN THAT SUCH A MARKET WILL DEVELOP. THE UNITS MAY NOT BE RESOLD WITHOUT REGISTRATION OR QUALIFICATION UNLESS AN EXEMPTION IS AVAILABLE WITH THE APPROPRIATE GOVERNMENTAL SECURITIES AGENCIES. IN ADDITION, SUCH UNITS WILL NOT BE TRANSFERABLE EXCEPT UNDER CERTAIN LIMITED CONDITIONS SET FORTH IN THE OPERATING AGREEMENT. CONSEQUENTLY, UNITS SHOULD ONLY BE CONSIDERED FOR PURCHASE AS LONG-TERM INVESTMENTS (SEE "REQUIRED NOTICES – RISK FACTORS" AND THE "OPERATING AGREEMENT").

THIS LLC IS A NEW VENTURE IN A HIGH RISK BUSINESS, AND INVESTORS WHO CANNOT AFFORD A HIGH RISK INVESTMENT, WHICH MAY BE LOST IN ITS ENTIRETY, ARE ADVISED AGAINST AN INVESTMENT IN THE LLC.

THE OBLIGATIONS AND REPRESENTATIONS OF THE PARTIES TO THIS TRANSACTION WILL BE AND ARE SET FORTH ONLY IN THIS OFFERING MEMORANDUM, THE OPERATING AGREEMENT ATTACHED HERETO, AND THE SUBSCRIPTION AGREEMENT REQUIRED TO BE SIGNED BY EACH INVESTOR/MEMBER. THE INFORMATION CONTAINED IN THIS OFFERING MEMORANDUM HAS BEEN OBTAINED FROM SOURCES DEEMED RELIABLE BY THE MANAGER AND WHERE APPROPRIATE SUCH SOURCES HAVE BEEN CITED.

THE IRS MAY, AS TO CERTAIN MATTERS DISCUSSED IN THIS OFFERING MEMORANDUM, INTERPRET INCOME TAX STATUTES AND REGULATIONS IN A MANNER DETRIMENTAL TO THE LLC AND ONE OR MORE OF ITS MEMBERS. SHOULD THIS HAPPEN, A MEMBER'S INCOME TAX RETURN MAY BE AUTOMATICALLY ADJUSTED BY THE IRS, MAY HAVE TO LITIGATE THE MATTER AT CONSIDERABLE EXPENSE OR MAY HAVE TO SUBMIT TO AN AUDIT OF SUCH MEMBER'S INDIVIDUAL INCOME TAX RETURN THAT MIGHT CAUSE OTHER TAX CONSEQUENCES NOT ASSOCIATED WITH THE LLC.

THE CONTENTS OF THIS OFFERING MEMORANDUM ARE NOT TO BE CONSTRUED AS LEGAL OR TAX ADVICE. EACH INVESTOR SHOULD CONSULT SUCH INVESTOR'S OWN ATTORNEY, ACCOUNTANT OR BUSINESS ADVISOR AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING THIS INVESTMENT. ALL FINAL DECISIONS REGARDING SALES OF UNITS WILL BE MADE BY THE MANAGER WHO RESERVES THE RIGHT TO REVOKE THE OFFER AND TO REFUSE TO SELL TO ANY PROSPECTIVE INVESTOR, IF, AMONG OTHER THINGS, THE PROSPECTIVE INVESTOR DOES NOT MEET THE SUITABILITY STANDARDS HEREINAFTER SET FORTH (SEE "REQUIRED NOTICES – SUITABILITY STANDARDS").

NO OFFERING LITERATURE OR ADVERTISING IN ANY FORM SHOULD BE RELIED ON IN CONNECTION WITH THE OFFERING OF THESE UNITS EXCEPT FOR THIS OFFERING MEMORANDUM AND THE STATEMENTS CONTAINED IN IT. NO DEALER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED IN THIS OFFERING MEMORANDUM AND SUPPLEMENTAL LITERATURE REFERRED TO HEREIN, AND, IF GIVEN OR MADE, SUCH INFORMATION

OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE LLC OR THE MANAGER. NO PERSONS, EXCEPT THE MANAGER OR ITS AGENTS HAVE BEEN AUTHORIZED TO MAKE REPRESENTATIONS, OR TO GIVE ANY INFORMATION, WITH RESPECT TO THE OFFERING OF THE UNITS OR THE PROPOSED OPERATIONS OF THIS LLC, EXCEPT THE INFORMATION CONTAINED IN THIS OFFERING MEMORANDUM. NEITHER THE DELIVERY OF THIS OFFERING MEMORANDUM NOR ANY SALE HEREUNDER SHALL UNDER ANY CIRCUMSTANCES CREATE THE IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE INFORMATION CONTAINED HEREIN SUBSEQUENT TO THE DATE HEREOF.

ANY DISTRIBUTION OR REPRODUCTION OF THIS OFFERING MEMORANDUM, IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF ITS CONTENTS OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, IS UNAUTHORIZED. THIS OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY IN ANY STATE OR COUNTRY OR TO ANY PERSON IN WHICH OR TO WHOM SUCH AN OFFER OR SOLICITATION WOULD NOT BE PERMITTED BY LAW.

Blue Sky (Multi-State) Notice:

These securities are being sold in reliance upon the SEC's Regulation D, Rule 506(c), Section 4(2) of the 1933 Securities Act, and the National Securities Market Improvement Act (NSMIA). No securities regulatory authorities have passed on or endorsed the merits of this offering. Any representation to the contrary is unlawful. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF ANY STATE OR COUNTRY, AND, THEREFORE, CANNOT BE RESOLD UNLESS THEY ARE REGISTERED UNDER SUCH ACTS OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE SALE AND TRANSFERABILITY OF SUCH SECURITIES ARE RESTRICTED. THE OFFERING INVOLVES A HIGH DEGREE OF RISK, CONFLICTS OF INTEREST AND THE PAYMENT OF FEES TO THE LLC MANAGER AND AFFILIATES (see "RISK FACTORS", "CONFLICTS OF INTEREST" AND "MANAGER AND AFFILIATE COMPENSATION").

Investor Suitability Standards – Who Should Invest

Introduction – Investment in the LLC involves a certain degree of risk and is a suitable investment vehicle for those persons or entities of substantial financial means who have no need for liquidity in this investment. The success of the Offering depends on many factors beyond the control of the LLC and the Manager. Although the intent of the Manager and the purpose of the LLC is to secure substantial economic gain for all of the LLC's Members, Unit Holders may sustain a loss of their investment (see "REQUIRED NOTICES – Risk Factors").

In addition, transferability of these Units is restricted under the terms of the Operating Agreement and also under federal and state securities laws, and may well be restricted under the laws of other countries besides the U.S. There is no public market at present, nor is there likely to be one in the future, for these Units. These Units have not been registered under the Securities Act of 1933, as amended, and the Units cannot be sold unless either they are subsequently registered under that Act or an exemption from such registration is available. Transfers of Units generally will be subject to the requirement that any transferee meet the investor suitability standards as defined below. Also, transferors of Units may suffer adverse income tax consequences as a result of their investment in the LLC. Thus, Prospective Purchasers should fully understand the consequences of such illiquidity and they should have the financial means sufficient to sustain them through the risks associated with a speculative, illiquid, long-term investment.

General Investor Suitability Standards – Each individual Subscriber must meet the following general investor suitability standards and will be required to represent the following by signing the Subscription Agreement:

- a. such Subscriber has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of an investment in this LLC;

b. such Subscriber has the basic means to provide for his or her current needs and personal contingencies, has no need for liquidity in this investment and has the ability to bear the economic risks of this investment, including loss of the investment;

c. such Subscriber is acquiring the Units for his or her own account for a long-term investment and not with a view towards the resale or distribution thereof and has no present intention of selling or granting any participation in, or otherwise distributing, the Units;

d. such Subscriber's overall commitment to investments is not disproportionate to his or her net worth and the investment in these Units will not cause such overall commitment to become excessive; and

e. such Subscriber has read and understood this Memorandum and all accompanying Exhibits.

Accredited Investors – The Offering is being made to Accredited investors only. An unlimited number of Accredited Investors may be accepted as Unit Holders in the LLC by the Manager. Accredited investors include the following:

a. those with a net worth (jointly with spouse and including home furnishings and automobiles) of \$1 million dollars;

b. persons with an individual income in the two prior years and an estimated income in the current year in excess of \$200,000 or joint income with spouse of \$300,000;

c. corporations or other entities with at least \$5 million in total assets;

d. certain institutional investors (see the SEC's Regulation D);

e. certain tax exempt organizations with assets in excess of \$5 million dollars;

f. any director, executive officer, general partner or manager of the issuer of the securities being offered or sold, or any director, executive officer, general partner or manager of a general partner of the issuer.

g. any investment adviser if it is either registered with the Commission, registered with a state, or is relying on an exemption from registering with the Commission under section 203(l) or (m) of the Advisers Act.

h. rural business investment companies, as defined in defined in Section 384A of the Consolidated Farm and Rural Development Act, qualify as accredited investors under the amendments.

i. limited liability companies with more than \$5 million in assets so long as they have not been formed for the specific purpose of acquiring the securities offered

j. family offices that come within the definition of “family office” in Rule 202(a)(11)(G)–1 under the Advisers Act, with assets under management in excess of \$5 million, and that have not been formed for the specific purpose of acquiring the securities offered. A family office must also have its prospective investments be directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

k. any entity that (i) comes within the definition of “family client” in rule 202(a)(11)(G)–1 under the Advisers Act, (ii) that is a family client of a family office that itself qualifies as an accredited investor, and (iii) whose investments are directed by the family office

l. any entity not already considered an accredited investor under the definition, that was not formed for the specific purpose of acquiring the securities offered and that own investments in excess of \$5 million. “Investments” is defined in rule

2a51-1(b) under the Investment Company Act to include securities; real estate, commodity interests, physical commodities, and non-security financial contracts held for investment purposes; and cash and cash equivalents.

Acceptance of Subscription by Manager – The investor suitability requirements referred to above represent minimum requirements for Prospective Purchasers but do not necessarily mean that participation in the LLC constitutes a suitable investment or that the Subscriber's subscription will be accepted by the Manager. All Subscription Applications and Agreements submitted by Subscribers will be carefully reviewed by the Manager to determine the suitability of the Subscriber for this Offering. The Manager may in its sole discretion refuse acceptance of any Subscriber as a Unit Holder in the LLC.

If any representation made by a Prospective Purchaser or other party acting on such person's behalf misleads the Manager as to the financial or other circumstances of a particular Prospective Purchaser, or if, because of any error or misunderstanding as to such circumstances, a copy of this Memorandum is delivered to such Prospective Purchaser, the delivery of such copy of the Memorandum shall not be deemed to be an offer and such Memorandum must be returned to the Manager immediately. IN THE EVENT THAT A PROSPECTIVE PURCHASER'S OFFER TO INVEST IS REJECTED BY THE MANAGER OR SHOULD A PROSPECTIVE PURCHASER CHOOSE NOT TO INVEST, THIS OFFERING MEMORANDUM AND SUBSCRIPTION MATERIALS NEED TO BE DELETED OR DESTROYED.

How to Subscribe – An Investor who meets the qualifications set forth above may subscribe for Units. All Investors must complete the Subscription Application and Agreement and follow the special instructions printed on the cover page thereof. Completed Subscription Application and Agreements should be delivered as specified therein. Payment for subscriptions must be made at the time of subscription. By executing a Subscription Application and Agreement, the Subscriber agrees to be bound by the terms of the Operating Agreement and authorizes the individual Lenore Cutler to serve as the subscriber's attorney-in-fact for certain limited purposes (see "OPERATING AGREEMENT"). The Operating Agreement is set forth in full as Exhibit "A" of the Offering Memorandum.

Risk Factors

Investment in the LLC involves various risks relating both to the nature of the financing vehicle (a limited liability company) and the movie industry itself and such investment is therefore suitable only for persons or entities with the financial capability of making and holding long-term investments. Prospective Purchasers should consider the following factors, among others, before making a decision to purchase interests:

LLC Risks

1. Development Stage Company – The LLC will be a newly organized company with minimal assets and no history of operations. The LLC is being formed specifically for the purpose of financing, producing and marketing the feature Film *Dental Plan*. Although there are significant risks in the production and distribution of such a Film, the LLC is subject to the general risks inherent in the establishment of a new business venture, including the absence of an operating history.

2. Lack of Management Experience – The Manager and the individual owners of the Manager (Tim Bragaw and Lenore Cutler) has owned and operated a few businesses, as well as managed another business, however, they have limited relevant experience in relation to managing the affairs of a manager-managed LLC. The LLC's success may depend in large part upon the services provided by other individuals not employed by the LLC (however see the management biographies at "DESCRIPTION OF BUSINESS – People of Dental Plan Film Management, LLC").

3. Reliance on Management – No assurances can be provided that the LLC's management will perform adequately or that LLC operations will be successful. In particular, the LLC will depend on the services of the individual owners of the Manager, along with others associated with the Manager (see "DESCRIPTION OF BUSINESS – People of Dental Plan Film Management, LLC" and "The Manager and LLC Management"). Unit Holders will have no right or power to take part in the management of the LLC. All decisions with respect to the management of the LLC will be made exclusively by the Manager. Accordingly, no person should purchase any of the Units offered hereby unless such Prospective Purchaser is willing to entrust all aspects of the management of the LLC to the Manager and has evaluated the Manager's capabilities to perform such functions.

4. Manager Conflicts of Interest – The Manager is not required to render exclusive services in connection with the Picture or the LLC. Consequently, the Manager and its owners may render services in connection with other business projects, including entertainment projects, during any or all phases of production or distribution of the Picture. The Manager’s owners will be required to use their discretion in determining how to allocate time and attention among various ongoing film projects. In addition, both the Manager and its owners may serve in the same or similar positions for other feature film offerings in the future.

5. No Key Man Life Insurance – As noted above, the LLC will be relying on the management skills of the individual owners of the Manager and others associated with them. However, the LLC has not and does not anticipate purchasing so-called “key man” insurance coverage to compensate the LLC in the event that an unexpected loss of the services of such persons occurs. Consequently, the impact of such a loss on the LLC and its efforts to produce and distribute the Film may be significant.

6. Limited Transferability – It is not anticipated that a public trading market will develop for the LLC’s Units. Neither the LLC nor the Manager are obligated to redeem or repurchase any of the LLC Units. Thus, Unit Holders may not be able to liquidate their investments in the event of an emergency (i.e., the investor must be able to bear the economic risk of maintaining an investment in the LLC for the life of the LLC which may exist for ten years). In addition, Units may not be accepted as collateral for loans. Also, the Manager may not permit an assignee of Units to become a substituted Member. Consequently, the purchase of Units should be considered only as a long-term investment.

7. Loss Of Limited Liability – The Operating Agreement provides that no Member/Unit Purchaser will be personally liable for any of the debts, contracts or other obligations of the LLC or for any LLC losses, beyond the amount subscribed for by each Member in the LLC, plus such Member's share of undistributed LLC income. The Operating Agreement further provides that the Members/Unit Purchasers will not have any right to take part in, or interfere with, the control of the business of the LLC (see “OPERATING AGREEMENT”).

Notwithstanding the foregoing, in the event any Unit Purchaser does take part in the control of the business of the LLC, or is for any reason deemed to have taken part in such control, such Unit Purchaser may incur personal liability for all debts and obligations of the LLC. In addition, a Unit Holder who has received in part or full a return of such Unit Holder's contribution, nevertheless remains liable for any sum, not in excess of such return with interest, necessary to discharge the LLC's liability to creditors who extended credit, or whose claim arose, before such return. Unit Holders may also be required to return to the LLC any distributions determined to be conveyances which operate a fraud upon LLC creditors.

8. Lack of Marketability for the LLC’s Units – There is presently no market for the LLC’s Units and there is no expectation that a trading market will develop. The investors in this Offering should be prepared to hold their interests for the life of the LLC. The investors may, in fact, never be able to sell their Units and recover any part of their investment.

9. Investor Last In Line – A motion picture typically goes from the producer to the distributor who in turn may send it to territorial sub-distributors, who send it to theatrical exhibitors. The box office receipts generated by a motion picture travel this same route in reverse. The exhibitor takes a cut and sends the balance to the sub-distributor, who takes a cut and sends the balance to the distributor, who takes a cut and sends the balance to the producer. The problem for the private investors with this system is that such investors, who have had their money at risk for the longest time, are at the tail end of the box office receipts chain, as well as at the end of the chain in regards to other revenues. Thus, if the LLC, in negotiating a distribution deal, has to rely heavily on a participation in some level of the Film's revenue stream to be defined at a later date (which date and level of participation may not be in the Manager’s control), revenues to the LLC and thus Purchasers of Units are likely to be the last in line to benefit from such a revenue stream, if any. In addition, of course, LLC investors cannot expect any cash distributions during the production phase of the Film, and no assurances can be provided that the LLC will be successful in producing the Film or generating any revenues from the distribution efforts, thus, the investors may suffer a loss of their entire investment.

10. Indemnification Provisions May Impair LLC – The Operating Agreement provides that under certain circumstances the Manager, the Manager’s Affiliates, Counsel and consultants may be indemnified by the LLC for liabilities or losses arising out of such Manager’s activities in connection with the LLC. Should the LLC be required to pay damages or claims pursuant to such indemnification provisions such payment could reduce or deplete the assets of the LLC.

11. Possible Tax Consequences of Investment – In evaluating the purchase of Units as an investment, a Prospective Purchaser should consider the tax risks thereof, including (i) the possible reallocation of net income and net loss and credits; (ii) the tax liability resulting from a sale or other disposition of such Purchaser's Units, or a sale or other disposition of the Picture, including income, a portion of which may be taxed at ordinary income rates; (iii) the risk that the LLC will be treated as an association taxable as a corporation for Federal income tax purposes; (iv) the possibility that the deductions taken by the LLC in a taxable year might not be allowed in such year or that certain expenses may be required to be capitalized; (v) the possibility that an audit of the LLC's information returns may result in the disallowance of the LLC's deductions, and in an audit of such Purchaser's tax return; (vi) recognition that the Manager will have no interest in LLC losses and tax deductions until after the Member's capital accounts have been reduced to zero; and (vii) possible adverse changes in the tax laws and their interpretation. All of the above possible tax consequences may result in an increased tax liability for LLC Investors or a reduction in anticipated deductions. In addition, there is a risk that a Purchaser's tax liability may exceed such Purchaser's share of cash distributions for a particular tax year possibly resulting in an out of pocket expense for the Purchaser above and beyond any distributions from the LLC. Prospective investors should seek the advice and counsel of their own tax advisors.

Movie Industry Risks

1. No Distribution Currently In Place – The profitable distribution of a motion picture depends in large part on the availability of one or more capable and efficient distributors who are able to arrange for appropriate advertising and promotion, proper release dates and bookings in first-run and other theatres. There can be no assurance that profitable distribution arrangements will be obtained for the Picture or that the Picture can or will be distributed profitably.

2. Long Term Project – The production and distribution of a motion picture involves the passage of a significant amount of time. Pre-production on a picture may extend for two to three months or more. Principal photography may extend for several weeks or more. Post-production may extend from four to six months or more. Distribution and exhibition of motion pictures generally and of the Picture may continue for years before LLC Gross Revenues or Distributable Cash may be generated, if at all.

3. Production Activities May Be Difficult – Particularly as produced by independent filmmakers, each motion picture is a separate business venture with its own management, employees and equipment and its own budgetary requirements. There are substantial risks associated with film media production, including death or disability of key personnel, other factors causing delays, destruction or malfunction of sets or equipment, the inability of production personnel to comply with budgetary or scheduling requirements and physical destruction or damage to the film media itself. Significant difficulties such as these may materially increase the cost of production.

4. Commercial Success Not Certain – The Script has yet to be produced as a feature film and may never be completed as such, or, if produced, the Film may not be commercially acceptable to distributors. In that event, the LLC will not generate any revenues and no distributions will be made to investors. In addition, many films are released each year that are not commercially successful and fail to recoup their production costs from United States theatrical distribution. Foreign and ancillary markets have, therefore, become increasingly important. Although both foreign and ancillary markets have grown, neither provides a guarantee of revenue. Licensing of a motion picture in the ancillary markets is often dependent upon performance in domestic theatrical distribution. If a motion picture is not an artistic or critical success or if, for any reason, it is not well-received by the public, it may be a financial failure.

5. Production May Be Prematurely Abandoned – The production or distribution of the Picture may be abandoned at any stage if further expenditures do not appear commercially feasible, with the resulting loss of some or all of the funds previously expended on the production or distribution of the Picture, including funds expended in connection with the pre-production of the Picture.

6. Cost Overruns May Occur – The costs of producing motion pictures can be underestimated and may be increased by reason of factors beyond the control of the producers. Such factors may include weather conditions, illness of technical and artistic personnel, artistic requirements, labor disputes, governmental regulations, equipment breakdowns and other production disruptions. While the LLC intends to engage production personnel who have demonstrated an ability to complete films within

the assigned budget, the risk of a film running over budget is always significant and may have a substantial adverse impact on the profitability of the Picture.

7. Competitive Industry – Some segments of the motion picture industry are highly competitive. In the production phase, competition may affect the LLC's ability to obtain the services of preferred performers and other creative personnel. The LLC will be competing with the producers of other films in arranging for distribution in all available markets and media. In the distribution phase, competition may limit the availability of such markets and media required for the successful distribution of the Picture. The Picture will be competing directly with other motion pictures and indirectly with other forms of public entertainment. The LLC will compete with numerous larger motion picture production companies and distribution companies that have substantially greater resources, larger and more experienced production and distribution staff and established histories of successful production and distribution of motion pictures.

8. Industry Is Constantly Changing – The entertainment business in general, and the motion picture business in particular, are undergoing significant changes, primarily due to technological developments. These developments have resulted in the availability of alternative forms of leisure time entertainment, including Internet streaming, expanded pay television basic cable television, syndicated television, video discs, video on demand (VOD), DVD, video games and Blue-ray to DVD. Revenues from licensing of motion pictures to such media will vary from year to year relative to each other. The level of theatrical success remains a critical factor in generating revenues in these ancillary markets. It is impossible to accurately predict the effect that these and other new technological developments may have on the motion picture industry (see “MOTION PICTURE INDUSTRY OVERVIEW”).

9. Foreign Distribution Can Be Unstable – Foreign distribution of a motion picture (i.e., outside the United States and Canada) may require the use of various foreign distributors. Some foreign countries may impose government regulations on the distribution of films. Also revenues derived from the distribution of the Picture in foreign countries, if any, may be subject to currency controls and other restrictions that may temporarily or permanently prevent the inclusion of such revenue in the distributor's gross receipts or the LLC's Gross Revenues.

10. Audience Appeal Is Unpredictable – The ultimate profitability of any motion picture depends upon its audience appeal in relation to the cost of its production and distribution. The audience appeal of a given motion picture depends, among other things, on unpredictable critical reviews and changing public tastes and such appeal cannot be anticipated with certainty.

Forward-Looking Statements

This private placement offering memorandum (“PPM”) contains certain forward-looking statements that involve a number of risks and uncertainties. Certain information in this PPM contains statements that are forward-looking in nature. All statements included in this PPM or made by the owners of the LLC Manager, other than statements of historical facts, are hereby identified as “forward-looking statements” (as that term is defined in Section 27A of the Securities Act of 1933, as amended, or the Securities Act). Examples of forward-looking statements include statements regarding the future financial results of an investment in the Offering, business strategies, projected costs, competitive positions and plans and objectives of the Manager for future operations. In some cases, forward-looking statements can be identified by terminology such as “may”, “will”, “should”, “would”, “expects”, “plans”, “anticipates”, “intends”, “believes”, “estimates”, “predicts”, “potential”, “continues” or the negative of these terms or other comparable terminology. Any expectations based on these forward-looking statements are subject to risks and uncertainties and other important factors, including the “Risk Factors” discussed herein.

These and many other factors could affect the future operating results of the LLC and its financial condition, and could cause actual results to differ materially from expectations based on forward-looking statements made in this document or elsewhere by the owners of the LLC Manager. The Manager undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, after the date of this PPM to conform them to actual results. All of the forward-looking statements are qualified in their entirety by reference to the factors discussed under the caption “Risk Factors”. Further, the Manager cautions prospective investors that these risk factors may not be exhaustive. The LLC will operate in a continually changing business environment and new risk factors emerge from time to time. Management cannot predict such new risk factors, nor can it assess the impact, if any, of such new risk factors on the business

of the LLC, or the extent to which any factors or combination of factors may cause actual results to differ materially from those projected in any forward-looking statements. In light of these risks, uncertainties and assumptions, the forward-looking events discussed in this PPM might not occur. Prospective investors should carefully read this PPM in its entirety. It contains information that should be considered when making an investment decision.

Conflicts of Interest

The Manager may be subject to various conflicts of interest in managing the LLC. These conflicts may include:

1. Receipt of Fees and Other Compensation by the Manager – LLC transactions may result in the reimbursement of certain expenses, or deferments and the payment of percentage participations in several stages of the Picture's revenue to the Manager as its interests in the LLC. The Manager has a certain amount of discretion with respect to decisions relating to such transactions (see “OFFERING INFORMATION – Manager and Affiliate Compensation” and the definitions of “Distributable Cash” and “LLC Gross Revenues” in the “OPERATING AGREEMENT – Glossary”).

2. Non-Arm's Length Agreements – All agreements and arrangements relating to compensation between the LLC and the Manager will not be the result of arm's length negotiations (i.e., transactions that are conducted as though the parties were unrelated, thus avoiding any semblance of conflict of interest). Therefore, they may not be as favorable to the LLC as agreements which were the result of arm's length negotiations.

3. Competition For Time And Service – The Manager and its owners may serve as an officer and/or director of other organizations during the course of the Offering or the production and distribution of the Picture. Accordingly, conflicts of interest may arise in managing the affairs of the LLC and other such entities with respect to allocating time between such entities and the LLC. Competition with the LLC for the time and service of common managers, officers, directors and/or shareholders may occur. The Manager will devote such time to the affairs of the LLC, as its owners, within their sole discretion (exercised in good faith), determine to be necessary for the benefit of the LLC (see “DESCRIPTION OF BUSINESS – The Manager and LLC Management”).

4. LLC Competition – The LLC may compete in the future with other affiliated limited liability companies or partnerships managed by the Manager. The Manager may become the manager of other limited liability companies or the general partners of limited partnerships in the future which may have the same or similar investment objectives as the LLC. Producers who may contract to develop motion pictures for such limited liability companies or partnerships managed or formed by the Manager may be some of the same individuals who are acting in the capacity of a producer for the Film. Such relationships may create conflicts of interest. The Manager's owner, under such circumstances, will exercise his discretion, in good faith, in allocating film projects among such entities based on availability of funds and specific criteria of the entities for such motion picture projects.

5. Lack of Separate Representation – The LLC and the Manager may not be represented by separate counsel or other professionals with regard to their respective business interests. The attorneys, accountants, professional managers and other professionals who perform services for the LLC may also perform similar services for the Manager and future entities managed by the Manager.

6. Distributors – With respect to the Picture invested in, financed and produced by the LLC, a motion picture distribution company may act as the Distributor and, thereby may have control over many aspects of the exploitation of such Motion Picture. Such a Distributor will receive a fee measured as a percentage of some or all of the proceeds derived from exploitation and distribution of the Motion Picture, notwithstanding that the LLC has not recouped its investment, and, therefore, a Distributor's interest in such exploitation may be different from that of the LLC.

Fiduciary Duty of the Manager

The Manager is accountable to the LLC as a fiduciary and is required to exercise good faith and integrity in handling LLC affairs. The rights, duties and obligations of, and limitations on, the Manager are set forth in the Operating Agreement.

The Manager has broad discretionary power, under the terms of the Operating Agreement and under the California Limited Liability Company statute, to manage the affairs of the LLC with the assistance, if desired, of consultants or others retained for the account of the LLC or the Manager. Generally, actions taken by the Manager are not subject to vote or review by the Unit Holders, except to the limited extent provided in the Operating Agreement and under California law (see “OPERATING AGREEMENT”).

Courts have held that persons in a position similar to a limited liability company member may institute legal action on behalf of such members and all similarly situated members (a class action) to recover damages from persons acting in a capacity similar to a limited liability company manager for violations of such manager's fiduciary duties, or on behalf of a limited liability company (derivative action) to recover damages from a third-party where the manager has failed or refused to enforce certain rights or obligations. In addition, members (a) may have the right, subject to procedural and jurisdictional requirements, to bring limited liability company class actions to enforce their rights under Federal and/or state securities laws, and (b) may be able to recover any losses suffered in connection with the purchase of Units from the Manager which result from a violation of the registration requirements or anti-fraud provisions of such laws.

The Manager’s beneficiaries, trustees, employees, designees or nominees may not be liable to the LLC or the Unit Holders for certain acts and omissions to act, since provision has been made in the Operating Agreement for indemnification of the Manager, the Manager’s Affiliates, Counsel and consultants except for liability arising by reason of their gross negligence, willful misconduct or breach of fiduciary obligation. In the opinion of the Securities and Exchange Commission, indemnification for liabilities arising under the Securities Act of 1933 is against public policy and therefore unenforceable.

Since the foregoing summary involves a rapidly developing and changing area of law, any Unit Holder who believes that a breach of fiduciary duty by the Manager has occurred should consult with his or her counsel. It should be noted, however, that the cost of litigation against the Manager for breach of fiduciary obligations may be prohibitively high and that any judgment obtained which exceeds the Manager’s net worth may not be collectible since the Manager is not bonded for such purposes. The investment decision to invest or not to invest in this Offering should be based on the judgment of a Prospective Purchaser as to the investment factors described in this Offering Memorandum rather than in reliance upon the value of the right to bring legal actions against or to control the activities of the Manager.

DESCRIPTION OF BUSINESS

Market Overview/State of the Industry

The filmed entertainment market consists of consumer spending at the box office for theatrical motion pictures (although the Pandemic has tended to cut back on the in-theatre experience), and spending on transactional home entertainment. The latter ranges from the formerly dominant rental and purchase of motion pictures and television programming on DVD and Blu-ray discs, to the now more active online streaming services such as Netflix and Amazon Prime in the U.S., Lovefilm in the U.K. (acquired by Amazon) and VOD (video on demand) as well as pay-per-view programming delivered by cable and satellite.

Sequential Distribution Windows – Over the past three decades film entertainment companies have harnessed technology to their benefit through the innovation of “release windows”, driving consumer demand through multi-channel television (basic cable, premium and pay cable networks such as HBO) and consumer home entertainment products (DVD, Blu-ray and Internet delivery to hand-held devices). Movies were typically released through each medium in a different time period (i.e., release window), although distributors have more recently been experimenting with changes in release schedules in an ongoing effort to improve movie performance.

Motion Picture Life Cycle, Studio Licensing and Distribution – Motion pictures, including movies and TV episodes, are distributed broadly through a variety of channels, including movie theatres, airlines, hotels and in-home. In-home distribution

sales channels include DVD and Blu-ray rental, purchases through retail outlets and web sites, Internet delivery and cable, satellite and telecommunication providers offering basic and premium TV, pay-per-view and VOD. Prior to the Covid-19 pandemic, studios would typically distribute movies approximately three to six months after theatrical release to the home entertainment market, three to seven months after theatrical release to pay-per-view and VOD, one year after theatrical release to premium TV and two to three years after theatrical release to basic cable and network TV. Internet delivered content was made available typically at the same time as pay-per-view or VOD. Some content, such as TV episodes, are often made available for Internet viewing shortly after the original airing date. During this period where movie theatre attendance has dropped sharply due to the pandemic, most distributors have delayed the domestic theatrical release of their films and have proceeded to release their movies through the other available media.

Year at the Box Office – In 2022, audiences went back to the theaters to see movies, but not at the same rate as pre-pandemic. The 2022 domestic box office total finished around \$7.5 billion, which is about 35% less than 2019 but up from \$4.5 billion in 2021. That is a significant growth year-over-year, but we'll have to wait until the end of next year to see if that is sustainable. Studios don't necessarily expect the market to return to pre-pandemic levels, but it is tough to know exactly how much it will fall short, and if it remains consistent or not.

The second major observation is the fact that international markets continue to be extremely important to major studios' bottom lines. As we have seen over the last few years this has changed the way Hollywood has approached its big-budget films. No longer are these major releases solely geared towards traditional movie markets. They have to be able to appeal to the tastes of the international markets as well. But in the past when Hollywood could simply have their films exist in both spaces, a threshold was quickly being approached where that may no longer be feasible.

Looking at the top ten highest-grossing films of 2022, all of them have achieved more than 50% of their box office proceeds in international markets. Compare this with 2019 and all but two of them were less than 40%! That is a significant shift in a short amount of time. Part of this has to do with the impact of the pandemic, closing some domestic theaters. But more importantly it reflects a shift where a majority of Hollywood's profits are now coming mostly from overseas. With domestic box office totals being less than what they were in 2019, Hollywood will certainly be chasing those profits if it has any hope of maintaining the scale at which it currently operates.

With this type of a shift towards international markets already underway, it is therefore very interesting to consider the types of films Hollywood released in 2022. Three of the highest-grossing films of the year were *Top Gun: Maverick*, *Jurassic World: Dominion* and *Avatar: The Way of Water*. What do these three films have in common? They are essentially delayed sequels to some of Hollywood's greatest hits from the past. Almost all of the other films atop the box-office chart for 2022 were superhero movies.

Since most of these types of films have done better internationally in 2022 than they have in the past, this could be a sign that international audiences remain interested. However, since the total box office proceeds for these films are down, that signifies reduced audience interest overall. The international box office is not making up for the decline of the domestic box office. The decline of the domestic box office does make a difference to the bottom line, and it will be interesting to see how this will affect the tried-and-true Hollywood approach moving forward; Smaller budgets? Scaling back franchise plans? More international push?

One major surprise of the year was *Everything, Everywhere, All at Once*. It combined our fascination with bonkers every-flavor filmmaking as seen in the MCU with more homely, indie-picture vibes. It was a conglomeration of our contemporary movie tastes, brought to life with a vibrancy and experimentation that seemed to resonate well with audiences looking for something flashy to lure them back to theaters. Indie films continue to grow in popularity, especially among the younger generations which share many of the perspectives of the filmmakers who create them.

The other biggest surprise of 2022 was *Top Gun: Maverick*. This film was delayed from its original release date, and its old-fashioned blockbuster approach didn't really fit in with its contemporaries. But it found massive success at the box office and with critics because it was both familiar and different from the modern movies it is competing with in theaters. When done

correctly, nostalgia has always had staying power, and this film tapped into “the good ol’ days” we long for in these challenging times.

But *Top Gun: Maverick* wasn’t the only film that relied on Hollywood’s past for inspiration. There was a strange influx of performance-art-inspired prestige pictures hitting theaters this year. Movies like *Babylon*, *Empire of Light*, *The Fabelmans*, *Blonde*, *The Unbearable Weight of Massive Talent*, *Elvis*, *Weird: The Al Yankovic Story*, *Official Competition* and *Tár* all reflect on the showbiz industry in some way. In particular, movies like *Babylon*, *Empire of Light* and *The Fabelmans* seem to reflect upon classic Hollywood – essentially reminiscing on the past, for better or for worse.

It is also a matter of Hollywood trying to appeal to a new generation. Millennials who made up a large portion of intended audiences in the 2010’s are getting older and starting families. They are not going to the movies as often, and don’t have the time to stay up-to-date on streaming programs to fill in the gaps between. The pandemic may have expedited this process. In the MCU we see the shift of focus moving towards younger characters. Younger audiences place more importance in representation and gender equality than older generations, and we’re seeing Hollywood respond.

Films like *Triangle of Sadness*, *The Menu*, *Amsterdam*, *Emily the Criminal* and *Glass Onion: A Knives Out Mystery* have plots that discuss corruption and wealth inequality. Movies like *The Princess*, *The Woman King* and *Prey* put women in lead roles of well-received practical stunt-driven films. *Nope*, *Elvis*, *Blonde* and *Pearl/X* focused on show-biz exploitation. Meanwhile, in the horror genre it seemed like we saw more films with contemporary concerns and socially-conscious messages such as *Men*, *Barbarian*, *The Black Phone* and *Bodies Bodies Bodies*.

With all of this in mind, 2022 is a year in film that felt like it was looking backwards rather than forwards. It felt like it yearned for classic, comforting movie magic, rather than stepping forward into unexplored territory. Hollywood continued to churn out the same blockbuster fare which has been successful as of late, but to diminishing returns thanks to continued changes in the marketplace. It remains to be seen if this is a sustainable practice. Meanwhile, a more critical eye on the showbiz industry, as well as more socially-conscious filmmaking did allow for many films across all genres to find some semblance of relevance in the crazy world we live in. It was a year for re-living greatest hits, rather than creating new ones. [Source: “2022: The Year The Film Industry Looked Backwards”, by G.S. Perno, 12-30-22; <https://www.cineline.com/movie-news/movie-stuff/2022-the-year-the-film-industry-looked-backwards/>]

Domestic Box Office For 2022 – The following chart sets out the domestic box office gross for the top twenty-five movies playing in U.S. theatres in 2022, and includes each film’s rank, title, distributor and the number of theatres in which the film was exhibited. Some of these films only played for a part of the year. The full chart at <http://www.boxofficemojo.com/year/2022/> lists a total of 200 films.

<u>Rank</u>	<u>Title</u>	<u>Distributor</u>	<u>Theatres</u>	<u>Gross</u>
1	<i>Top Gun: Maverick</i>	Paramount	4,751	\$718,732,821
2	<i>Black Panther: Wakanda Forever</i>	Disney	4,396	\$433,145,653
3	<i>Doctor Strange/Multiverse</i>	Disney	4,534	\$411,331,607
4	<i>Avatar: The Way of Water</i>	20 th Century	4,202	\$358,117,914
5	<i>Jurassic World: Dominion</i>	Universal	4,697	\$376,851,080
6	<i>Minions: The Rise of Gru</i>	Universal	4,427	\$369,695,210
7	<i>The Batman</i>	Warner Bros	4,417	\$369,345,583
8	<i>Thor: Love and Thunder</i>	Disney	4,375	\$343,256,830
9	<i>Spider-Man: No Way Home</i>	Sony Pictures	4,336	\$804,793,477
10	<i>Sonic the Hedgehog 2</i>	Paramount	4,258	\$190,872,904
11	<i>Black Adam</i>	Warner Bros.	4,402	\$167,873,355
12	<i>Elvis</i>	Warner Bros.	3,932	\$151,040,048
13	<i>Uncharted</i>	Sony Pictures	4,275	\$148,648,820
14	<i>Nope</i>	Universal	3,807	\$123,277,080
15	<i>Lightyear</i>	Disney	4,255	\$118,307,188

16 <i>Smile</i>	Paramount	3,659	\$105,935,048
17 <i>The Lost City</i>	Paramount	4,283	\$105,344,029
18 <i>Bullet Train</i>	Sony Pictures	4,357	\$103,368,602
19 <i>The Bad Guys</i>	Universal	4,042	\$ 97,233,630
20 <i>Fantastic Beasts: Dumbledore</i>	Warner Bros.	4,245	\$ 95,850,844
21 <i>DC League of Super-Pets</i>	Warner Bros.	4,332	\$ 93,657,117
22 <i>Where the Crawdads Sing</i>	Sony Pictures	3,650	\$ 90,230,760
23 <i>The Black Phone</i>	Universal	3,156	\$ 90,123,230
24 <i>Sing 2</i>	Universal	3,892	\$162,790,990
25 <i>Scream</i>	Paramount	3,666	\$ 81,641,405

Top Ten Movie Budgets – This chart from thenumbers.com shows the ranking, release dates, largest reported production budgets for US movies, along with their domestic and worldwide gross. [Source: <https://www.the-numbers.com/movie/budgets>]

<u>Rank</u>	<u>Release Date</u>	<u>Movie</u>	<u>Production Budget</u>	<u>Domestic Gross</u>	<u>Worldwide Gross</u>
1	Dec 16, 2022	Avatar: The Way of Water	\$460,000,000	\$657,075,991	\$2,243,275,991
2	Apr 26, 2019	Avengers: Endgame	\$400,000,000	\$858,373,000	\$2,794,731,755
3	May 20, 2011	Pirates: On Stranger Tides	\$379,000,000	\$241,071,802	\$1,045,713,802
4	May 1, 2015	Avengers: Age of Ultron	\$365,000,000	\$459,005,868	\$1,395,316,979
5	May 19, 2023	Fast X	\$340,000,000	\$ -0-	\$ -0-
6	Dec 18, 2015	Star Wars Ep. VII	\$306,000,000	\$936,662,225	\$2,064,615,817
7	May 24, 2007	Pirates: At World's End	\$300,000,000	\$309,420,425	\$ 960,996,492
8	Nov 6, 2015	Spectre	\$300,000,000	\$200,074,175	\$ 879,077,344
9	Apr 27, 2018	Avengers: Infinity War	\$300,000,000	\$678,815,482	\$2,048,359,754
10	Nov 17, 2017	Justice League	\$300,000,000	\$229,024,295	\$ 655,945,209

Movies With Lowest Budgets to Earn \$1 Million at US Box Office – This chart shows the ranking, release date, movie title, production budget, domestic gross and worldwide gross for the movies with the lowest budgets to earn \$1 million at the US box office. [Source: <https://www.the-numbers.com/movie/budgets>]

	<u>Release Date</u>	<u>Movie</u>	<u>Production Budget</u>	<u>Domestic Gross</u>	<u>Worldwide Gross</u>
1	Feb 26, 1993	El Mariachi	\$ 7,000	\$ 2,040,920	\$ 2,041,928
2	Aug 1, 1991	Slacker	\$ 23,000	\$ 1,227,508	\$ 1,227,508
3	Jun 30, 1972	Deep Throat	\$ 25,000	\$45,000,000	\$45,000,000
4	Aug 1, 1997	In the Company of Men	\$ 25,000	\$ 2,883,661	\$ 2,883,661
5	Oct 19, 1994	Clerks	\$ 27,000	\$ 3,073,428	\$ 3,894,240
6	Aug 9, 1995	The Brothers McMullen	\$ 50,000	\$10,426,506	\$10,426,506
7	Mar 16, 2001	Gabriela	\$ 50,000	\$ 2,335,352	\$ 2,335,352
8	May 7, 2004	Super Size Me	\$ 65,000	\$11,529,368	\$22,233,808
9	May 1, 2020	The Wretched	\$ 66,000	\$ 1,815,440	\$ 4,594,221
10	Jul 10, 1998	Pi	\$ 68,000	\$ 3,221,152	\$ 4,678,513
11	Aug 30, 1972	The Last House on the Left	\$ 87,000	\$ 3,100,000	\$ 3,100,000
12	Jan 1, 1977	Eraserhead	\$100,000	\$ 7,000,000	\$ 7,097,971
13	Sep 29, 2006	Facing the Giants	\$100,000	\$10,178,331	\$10,243,159
14	Mar 1, 1987	Hollywood Shuffle	\$100,000	\$ 5,228,617	\$ 5,228,617
15	Oct 9, 1998	The Mighty	\$100,000	\$ 2,652,246	\$ 6,121,582

Distributor Market Share for 2022 – The below chart ranks distributors by the amount they earned at the domestic box office during 2022. It includes movies released in previous years that earned money during 2022. For example, a movie released over Thanksgiving in 2021 will most likely earn money in 2021 and 2022.

<u>Rank</u>	<u>Distributor</u>	<u>Movies</u>	<u>2022 Gross</u>	<u>Tickets</u>	<u>Share</u>
1	Universal	22	\$1,541,822,100	168,137,626	20.84%
2	Walt Disney	9	\$1,352,534,072	147,495,532	18.28%
3	Paramount Pictures	17	\$1,303,940,865	142,196,377	17.63%
4	Warner Bros.	10	\$ 934,539,215	101,912,669	12.63%
5	Sony Pictures	18	\$ 861,165,370	93,911,157	11.64%
6	20th Century Studios	7	\$ 547,191,484	59,671,915	7.40%
7	A24	13	\$ 124,213,377	13,545,619	1.68%
8	Focus Features	13	\$ 111,118,188	12,117,572	1.50%
9	United Artists	13	\$ 107,277,278	11,698,717	1.45%
10	Lionsgate	5	\$ 80,704,845	8,800,961	1.09%
11	Searchlight Pictures	6	\$ 58,812,234	6,413,545	0.80%
12	Crunchyroll	3	\$ 45,402,447	4,951,192	0.61%
13	Fathom Events	10	\$ 34,462,587	3,758,184	0.47%
14	FUNimation	1	\$ 33,919,605	3,698,975	0.46%
15	Avco Embassy	1	\$ 28,630,731	3,122,217	0.39%
16	20th Century Fox	1	\$ 24,714,024	2,695,095	0.33%
17	Sarigama Cinemas	2	\$ 18,848,910	2,055,497	0.25%
18	Neon	13	\$ 16,554,831	1,805,318	0.22%
19	Netflix	2	\$ 15,989,088	1,743,629	0.22%
20	Roadside Attractions	11	\$ 12,884,989	1,405,120	0.17%

The more complete chart at the-numbers.com goes on to list a total of 113 distributors. The Theatrical Market pages at thenumbers.com are based on the domestic theatrical market performance only. The domestic market is defined as the North American movie territory (consisting of the United States, Canada, Puerto Rico and Guam).The yearly amounts on these theatrical market pages are based on box office years. Each box office year starts on the first Monday of the year, so the previous year ends on the Sunday before the first Monday. [Source: <https://www.the-numbers.com/market/2022/distributors>]

Market Share for Each MPAA Rating 1995-2023 – This chart shows the various MPAA ratings for movies released in the past 28 years, the number of movies with each rating, their accumulated box office earnings, tickets sold and the market share for each rating. [Source: <https://www.the-numbers.com/market/mpaa-ratings>]

<u>Rank</u>	<u>MPAA Rating</u>	<u>Movies</u>	<u>Total Box Office</u>	<u>Tickets</u>	<u>Share</u>
1	PG-13	3,364	\$119,802,548,514	16,963,845,668	48.44%
2	R	5,639	\$ 64,992,170,638	9,798,530,764	26.28%
3	PG	1,592	\$ 50,694,124,609	7,183,220,233	20.50%
4	G	402	\$ 9,604,771,309	1,533,811,496	3.88%
5	Not Rated	5,828	\$ 1,920,669,646	285,345,732	0.78%
6	NC-17	24	\$ 44,850,139	8,398,057	0.02%
7	Open	5	\$ 5,489,687	980,320	0.00%
8	GP	7	\$ 552,618	84,447	0.00%
9	M/PG	1	\$ 83,305	11,107	0.00%
10	Not Yet Rated	1	\$ 16,221	1,768	0.00%

Market Share for Each Genre 1995-2023 – This chart shows the ranking by total box office for each movie genre during the past 28 years, along with the number of movies in each genre, the number of tickets sold and the market share for each

genre. These numbers are based on the domestic theatrical market performance only. The domestic market is defined as the North American movie territory (consisting of the United States, Canada, Puerto Rico and Guam). [Source: <https://www.the-numbers.com/market/genres>]

<u>Rank</u>	<u>Genre</u>	<u>Movies</u>	<u>Total Box Office</u>	<u>Tickets</u>	<u>Share</u>
1	Adventure	1,153	\$65,859,519,345	9,363,277,371	26.63%
2	Action	1,169	\$54,392,176,485	7,462,714,771	21.99%
3	Drama	5,667	\$36,100,964,666	5,470,840,506	14.60%
4	Comedy	2,478	\$34,250,884,306	5,208,762,605	13.85%
5	Thriller/Suspense	1,270	\$20,306,293,536	2,946,966,893	8.21%
6	Horror	776	\$14,221,848,121	2,013,747,592	5.75%
7	Romantic Comedy	659	\$10,886,896,936	1,745,949,830	4.40%
8	Musical	209	\$ 4,383,652,353	578,324,969	1.77%
9	Documentary	2,511	\$ 2,576,371,493	383,349,494	1.04%
10	Black Comedy	234	\$ 2,373,878,209	349,681,565	0.96%
11	Western	95	\$ 1,292,636,021	187,668,543	0.52%
12	Concert/Performance	86	\$ 421,702,053	56,793,532	0.17%
13	Multiple Genres	48	\$ 64,628,998	8,322,791	0.03%
14	Reality	5	\$ 58,365,147	6,370,806	0.02%
15	Educational	1	\$ 260	28	0.00%

Number of Movie Theatres – The following chart shows the number of movie theatres (not screens) in the U.S. from 2013 to 2023.

<u>Year</u>	<u>Theatres</u>	<u>Year</u>	<u>Theatres</u>
2013	2,025	2019	2,082
2014	2,029	2020	2,028
2015	1,952	2021	1,981
2016	1,969	2022	2,193
2017	2,011	2023	2,271
2018	2,032		

The increase from 2022 to 2023 represents 3.6% growth. The number of theaters in the movie theater industry in the US has grown 2.2% per year on average over the five years between 2018 - 2023. The three states with the most movie theatres are: California (549), Texas (428) and New York (276). [Source: <https://www.ibisworld.com/industry-statistics/number-of-businesses/movie-theaters-united-states/>]

Number of U.S. Movie Screens – This chart shows the number of movie screens in the U.S. (not including Puerto Rico) for the years from 2000 through 2020.

<u>Year</u>	<u>Indoor</u>	<u>Drive-In</u>	<u>Total</u>
2020	40,449	549	40,998
2019	40,613	559	41,172
2018	40,313	524	40,837
2017	39,651	595	40,246
2016	40,009	595	40,604
2015	39,411	595	40,006
2014	39,356	656	39,956
2013	39,368	656	40,024

2012	39,056	606	39,662
2011	38,974	606	39,580
2010	38,902	618	39,520
2009	38,605	628	39,233
2008	38,201	633	38,834
2007	38,159	635	38,794
2006	37,765	650	38,415
2005	37,040	648	37,688
2004	35,795	640	36,435
2003	35,016	634	35,650
2002	35,022	666	35,688
2001	34,823	683	35,506
2000	35,696	683	36,379

Indoor screen/site counts are for the last day of each year. Because many drive-ins are closed for the winter on Dec. 31, drive-in screen counts for each year are tallied the previous summer.[Source: <https://www.natoonline.org/data/us-movie-screens/>]

According to statista.com, the number of movie screens in the U.S. and Canada came to 43,644 including 14,706 digital 3D screens, 27,176 digital non-3D screens and 1,764 analog screens. [Source: <https://www.statista.com/statistics/255355/number-of-cinema-screens-in-the-us-by-format/>]

Leading Cinema Circuits in U.S. and Canada – Jose Gariel Navarro, writing for statista.com lists the top eleven exhibition chains for 2022. He reports that as of March 2022, AMC Theatres was the leading cinema circuit in the United States and Canada, with 7.85 thousand screens spread across both countries. Regal and Cinemark followed with around 6.85 thousand and 4.43 thousand movie theater screens, respectively.

<u>Rank</u>	<u>Exhibition Chain</u>	<u>Number of screens</u>
1.	AMC Entertainment, Inc.	7,850
2.	Regal Cinemas (Cineworld Group PLC)	6,851
3.	Cinemark	4,426
4.	Cineplex Entertainment LP	1,676
5.	Marcus Theatres Corp.	1,064
6.	B&B Theatres	513
7.	Harkins Theatres	494
8.	Landmark Cinemas of Canada, Inc.	489
9.	Malco Theatres, Inc.	354
10.	National Amusements, Inc.	350
11.	CMX Cinemas	347

The pandemic's impact on the North American cinema industry continued in 2021. That year, attendance at AMC's movie theaters added up to almost 129 million, up from 75 million in 2020 – an annual increase of more than 70 percent. But the 2021 figure amounted to little more than one-third of the 356-million attendance the company reported in 2019, before the coronavirus outbreak. Similarly, AMC Theatres' revenue amounted to 2.53 billion U.S. dollars in 2021 – less than half of the result reported two years earlier.

The Texas-based cinema chain (Cinemark) faced a comparable struggle. Attendance at Cinemark's movie theaters stood at 73 million in 2021, more than doubling its 2020 figure but still amounting to less than half of the 176-million attendance recorded in 2019. Meanwhile, the revenue of Cinemark Holdings, Inc. added up to 1.51 billion dollars in 2021, down 54 percent

from the 3.28 billion dollars reported two years before. [Source: “Leading Cinema Circuits in U.S. and Canada”, Jose Gariel Navarro, Mar 17, 2022; <https://www.statista.com/statistics/188565/north-american-movie-theater-circuits-by-number-of-screens/>]

How Exactly Do Movies Make Money? From a distance, the movie business might look pretty glamorous. Celebrities and producers glide down red carpets, clutch their Oscars and vacation in St. Barts – just because they can. While there's a lot of money to be made in the film industry, the economics of making movies are far from simple.

Something you'll likely hear if you walk through the halls of any movie studio is “nobody knows anything.” And that's true. The public can be fickle, and the industry is in flux. Just about any movie is an extremely risky investment, even a film starring big-name actors and actresses. According to the Motion Picture Association of America's (MPAA) Theatrical Market Statistics Report for 2020, the U.S. and Canadian box office came in at \$2.2 billion, down 80% compared to the previous year. Globally, the box office for films hit a low of \$12 billion in 2020, down 72% over 2019 due to the COVID-19 pandemic.

It is not nearly as straightforward as the early days of cinema when a movie would come out in theaters, make the vast majority of its revenues via ticket sales, and then disappear. Major studios and indie filmmakers alike now spend much of their days looking for new sources of revenue, because ticket sales are no longer the be-all and end-all for films. Unfortunately, the closing of most theaters during early 2020 makes other streams of income more important than ever.

Key Takeaways – There's no sure path for a film to turn a profit since factors like brand awareness, P&A budgets and the desires of a fickle public come into play. Theater attendance in the U.S. has been challenging over recent years, making it even more important to earn money in foreign theaters. Ever since *Star Wars*, merchandising has played a major role in revenue for films that appeal to children. Television rights, video-on-demand and streaming services are increasingly important sources of income for movie studios.

Movie Budgets and Costs – In general, major studios don't disclose the full budgets for their films (production, development, marketing and advertising). This mystery arises in part because it costs far more to make and market a movie than most people expect. For example, the production budget for a summer blockbuster like Marvel's *The Avengers* was estimated as \$220 million. But, once you factor in marketing and advertising costs, the budget spikes.

Indeed, for many films, print and advertising (P&A) costs alone can be extremely high. A \$15 million film, which is considered a small-budget movie in Hollywood, might have a promotional budget that is higher than its production budget. Many films that don't have a built-in audience (such as those based on best-selling books like *The Hunger Games* or even *50 Shades of Grey*) need a way to get people into the theater. Romantic comedies or some children's films need to promote themselves via TV commercials and media advertisements, and those costs add up quickly. For a movie budgeted between \$40 and \$75 million, its P&A budget might be over \$20 million.

For any type of film, whether a blockbuster or an indie production, things like tax breaks and revenues from product placements can help pay the bills. If they're given an incentive to shoot a film in Canada or Louisiana, producers will usually hustle to do so.

Going back to the “nobody knows anything” mantra, there are some surprise hits like the indie film *Little Miss Sunshine*. That movie is a Cinderella story when it comes to film finance. Its budget was around \$8 million, and it sold to distributor Fox Searchlight for \$10.5 million at the Sundance Film Festival. The film made \$59.89 million in U.S. theaters, which is almost unheard-of for an indie. By contrast, you have the Walt Disney (DIS) movie *John Carter*. It had an estimated budget of over \$250 million but only made \$73 million at the U.S. box office.

So there's no sure path for a film to turn a profit since factors like brand awareness, P&A budgets, and the desires of a fickle public come into play. Still, there are a few tried and true ways to make money from films.

Ticket Price Revenue – Theater attendance has been challenging over recent years, making it even harder for studios and distributors to profit from films. Usually, a portion of theater ticket sales goes to theater owners, with the studio/distributor getting the remaining money.

Traditionally, a larger chunk went to the studio during the opening weekend of a film. As the weeks went on, the theater operator's percentage rose. A studio might make about 60% of a film's ticket sales in the United States, and around 20% to 40% of that on overseas ticket sales.

The percentage of revenues an exhibitor gets depends on the contract for each film. Many contracts are intended to help a theater hedge against films that flop at the box office. That is achieved by giving theaters a larger cut of ticket sales for such films, so a deal may have the studio getting a smaller percentage of a poorly performing film and a higher percentage of a hit film's take. You can see the securities filings for large theater chains to see how much of their ticket revenue goes back to the studios.

Studios generally make more from domestic revenue than from overseas sales because they get a larger percentage. Despite this arrangement, foreign ticket sales became more important in the early 21st century.

That is part of the reason why you see more sci-fi, adventure, fantasy and superhero movies. Action and special effects require no translations. They're easy to understand, whether you're in Malaysia or Montana. It is much harder to build a foreign audience for an indie comedy.

Merchandising Dollars – It all started with *Star Wars*. Since the George Lucas sci-fi saga began back in 1977, the franchise has made billions in revenue from toys alone, not to mention licensing income from other third-party companies. In 2015, *Star Wars: The Force Awakens* brought in \$700 million in retail sales.

This strategy obviously doesn't work for every film. You don't see a lot of action figures for romantic comedies. However, merchandising is a cash cow for big-budget films that appeal to kids and Comic-Con fans alike. For example, Disney's *Toy Story* franchise has brought in billions of dollars in retail sales.

On the other hand, some analysts suggest remaining on the lookout for movie fatigue. Kids are increasingly attracted to newer types of entertainment, such as video games and YouTube.

Foreign Sales – When a producer cobbles together the budget for an independent film, selling the distribution rights in foreign territories can be crucial. It helps to cover the film's budget and hopefully brings in revenue. Independent filmmakers can actually make money if they have a great foreign sales agent who can sell their movies in key overseas markets.

Producers will often make their "wish list" when casting a film, and the list will typically be full of well-known names that "travel" overseas. If you have Tom Cruise or Jennifer Lawrence as your star, you're much more likely to find a partner willing to buy the rights in China and France. That isn't a guarantee that the film will make millions (or billions), but it's about as safe a bet as you can get in this business. Some American films make more money internationally than they do in the United States.

Television Rights, Streaming and VOD — Once upon a time, it was all about DVD sales. Now, it's far more about television rights, video-on-demand (VOD) and streaming. For some producers, selling TV and international rights is a significant source of profit because the producer doesn't have to pay for marketing and P&A costs. Films have to leave the theater at some point, but they can remain evergreen on TV. How many times have you flipped through channels and come across *The Notebook* or *The Shawshank Redemption* yet again?

As for VOD, revenue from these deals should add hundreds of millions to a studio's bottom line. For indie films, there are several VOD release strategies: day-and-date (movies released simultaneously in theaters and VOD), day-before-date (VOD before theatrical), and VOD-only. Many films that don't have the special effects and big-name stars to lure people to the theater often profit from this model.

Streaming video is a new source of revenue for Hollywood movies. VOD revenues tend to dry up after a few years, but movie studios can still make money from older films by licensing them to Netflix or Amazon Prime. However, the success of original content on the streaming services also draws audiences away from traditional movies.

The Bottom Line – As the saying goes, nobody knows anything in Hollywood. The film industry is in flux, and ticket sales alone don't drive revenue. There's merchandising, VOD, streaming video, foreign sales and a plethora of other distribution channels that can help filmmakers, producers and studios turn a profit. So who knows, the little indie that you invest in could just be the next *Little Miss Sunshine*. Or not. In Hollywood, there are no guarantees. [Source: "How Exactly Do Movies Make Money?" by Dina Zipin, October 18, 2021; <https://www.investopedia.com/articles/investing/093015/how-exactly-do-movies-make-money.asp>]

The State of Streaming in 2022 – While each year of the 2020s has brought major transformation for the ever-changing streaming landscape, 2022 has been perhaps the most transformative yet. Just ask Netflix. The once untouchable, high-flying king of the streaming sector has found itself on the ropes and embracing changes it resisted for years: cracking down on password sharing, running ads and curtailing the growth of its content spending.

Meanwhile, the streamer's historic subscriber loss and stock correction in April were a wake-up call for the entire media industry, a jarring affirmation that the perpetual growth they had been chasing with their streaming platforms was never going to be sustainable. It was a wake-up call, too, for Wall Street, as investors who had hyped Netflix on the strength of its subscriber totals faced the uncomfortable reality that they had been looking at streaming through the wrong lens for years. Now, a new wisdom is taking hold in the maturing streaming space: At some point, this business will have to be a profitable one.

As such, 2022 was also the year that worsening economic conditions began to push the peak TV era toward a definitive close, that SVOD and AVOD became more intertwined than ever as Netflix and Disney+ entered the ad market and that a significant slowdown in domestic subscriber additions shook the industry. This year has reshaped the direct-to-consumer business in major ways, and the ripple effects are still being felt.

In light of all that change, Variety Intelligence Platform has transformed its SVOD-centric special report "Dare to Stream," which was first published in 2019. In contrast to previous editions, which analyzed each of the major U.S.-based SVOD players in turn, the sixth iteration of this report focuses on the overarching issues facing the entire streaming space.

Among those are the ongoing tug-of-war between direct-to-consumer and linear TV; the streaming ad market, which is poised for explosive growth in the years ahead; and content trends, which reflect a growing diversity in streaming programming as SVODs embrace live sports and other formats.

The report also dives deep into metrics that should be top of mind as investors shift their focus away from subscriber growth, including revenue per user, viewing time and consumer churn (i.e., the percentage of people who cancel or both add and cancel a paid SVOD service). Featuring exclusive statistics and the most charts they have ever compiled into one report, "Dare to Stream" offers readers data-driven analysis of where the streaming sector sits today, where it's headed and what the implications are for the major players in the next phase of the streaming wars. If anything is certain in this business, it's that the transformation and upheaval are going to continue. [Source: "The State of Streaming in 2022: A Special Report", by Tyler Aquilina, *Variety*, November 1, 2022; <https://variety.com/vip-special-reports/the-state-of-streaming-in-2022-a-special-report-1235412585/>]

Why Are Streaming Churn Rates So High? Cost Is A Big Reason – Writing for *Forbes* magazine, reporters by Ty Roush and Toni Fitzgerald note that streaming service subscribers have become savvier about pricing and perks, leading to higher churn. If you've ever dumped a streaming service because you finished the show you wanted to see or your introductory pricing expired, you are not alone.

With the number of streaming services going up – CNN+ is the latest to join a slew of others launched in the past few years – and consumer budgets struggling to account for inflation and rising gas prices, subscriber churn has become a major concern for the streamers. And it's not going to change anytime soon.

The latest edition of the Deloitte Digital Media Trends Survey, now in its 16th year, finds that streaming video on-demand (SVOD) services continue to see a healthy turnover rate among subscribers. And that rate is even higher among Millennials and Generation Z, so-called digital natives who grew up with email, smartphones and Netflix.

“In the United States, the average churn rate [when people cancel or both add and cancel a paid SVOD service] has remained consistent since 2020 at about 37% across all paid SVOD services,” notes Kevin Westcott, vice chair, Deloitte LLP and U.S. technology, media and telecom leader.

He says there can be many reasons why someone cancels their subscription or resubscribes to a service they previously stopped using. A lot of them are practical. “Many consumers churn because a service was too expensive, the free trial or discount ended, or because a service lacks new content they are interested in,” says Westcott.

Pricing can be a big factor The survey found that some customers considering cancellation would stay if the cost of the service was reduced. They would take a lower price in return for: signing up for an annual subscription, watching more ads or waiting 45 days to watch a new release.

Services often offer discounts to draw people in, and when those stop, the consumers cancel their subscriptions. For instance, Apple has given away free subscriptions to Apple TV+ with the purchase of an Apple device, but consumers can stop without penalty after the free period ends.

Content, of course, is another big determinant of subscriber churn. If someone has been waiting for season two of Bridgerton but doesn’t have interest in any other Netflix shows, they could get a one-month subscription to the service, then cancel after binging the show. That also allows them to skip from SVOD to SVOD to sample content without racking up multiple streamer fees at once.

Interestingly, the churn rate in the United States is higher than in many other countries. Deloitte notes that in Japan, the UK, Brazil and Germany, rates hover closer to 30%.

Higher Churn Rates Among Younger People – Among younger people in the U.S., churn is even more common. Fifty-two percent of Millennials and 51% of Gen Z have canceled or added and canceled an SVOD service within the past six months. Westcott notes this reflects both their digital prowess and their lack of disposable income. “In particular, Gen Zs and Millennials, who are technologically savvy and may have budget constraints, are churning or ‘churning and returning’ at a higher rate than the average,” he says.

Still, SVODs could find other ways to retain them. The survey found just over half of these age groups said they’d maintain their subscription if it could be bundled with a gaming or music service or another video streaming service.[Source: “Why Are Streaming Churn Rates So High? Cost Is a Big Reason” by Ty Roush and Toni Fitzgerald, *Forbes*, May 29, 2022; <https://www.forbes.com/sites/tonifitzgerald/2022/03/29/why-are-streaming-churn-rates-so-high-cost-is-a-big-reason/?sh=54bfae72b402>]

Are DVDs Making a Comeback? Movies are often more than an immersion in another world. Depending on your age, interests and when you grew up, films can be an investment that takes you back in time to when you first viewed your favorite movie.

DVDs and Blu-ray releases stand as the last physical release method before the age of streaming services. Collectors around the world hold onto DVDs and Blu-rays for a number of reasons, but what’s the future of this platform? Think twice before giving up on DVDs, because they’re more valuable to your viewing experience than you might think.

Advancements in Digital Media – DVDs first hit the market in 1997 and were quite the advancement. They aren’t the first discs to play movies, but they’re far more compact than their 12-inch LaserDisc predecessor. DVDs and eventually Blu-rays remained popular through the early 21st century until Netflix shifted focus to its streaming platform in 2011. We’ve come a long way since then, but is the shift to streaming truly an advancement?

Streaming services have their fair share of benefits. However, paying one monthly fee for access to “unlimited” content can be somewhat limiting. Services such as Netflix, Hulu, and Amazon Prime may not have your favorite titles available for streaming. When you rely on streaming services, your viewing desires are limited to what’s available within your subscription. If you don’t find the title, you can’t watch it -- not to mention you’re going to need a reliable internet connection to stream on the go. If your internet service ever goes down you will be out of luck for anything to watch.

Will DVDs Be Discontinued? It’s not uncommon for old media to be replaced by newer technologies. After all, we saw this happen after VHS tapes were slowly replaced by DVDs. Streaming is a popular way to consume media these days, and DVD sales have declined by 86% since 2008. Curiously, many stores fill their shelves with DVDs and Blu-rays, and Technicolor Home Entertainment Services reportedly shipped as many as 750 million discs in 2022. Stranger yet, the most prominent DVD watchers are 25 to 39. Time will tell if DVDs and Blu-ray experience a resurgence.

DVD-Supply – While the future of DVDs and Blu-rays is uncertain, the future of playing them isn’t looking too bright. Samsung officially announced this year that it would stop producing its line of 4K Blu-ray players in the United States. Don’t let this scare you if you currently collect DVDs and Blu-rays. Households often have multiple players under one roof, so Samsung is only cutting back where necessary.

Are Movies Still Released on DVD? DVDs and Blu-ray discs aren’t gone just yet. They still influence the media that studios produce and how they sell it. Filmmakers need to worry about the content being released to DVD and Blu-ray. If DVDs and Blu-rays were going to die out, we wouldn’t continue to see Redbox rental stations and stores with new releases. It’s difficult to say if or when DVDs and Blu-rays will be discontinued, but film lovers and collectors may want to pick up your favorite movies while you can for their incredible viewing experience.

Should I Buy DVDs? DVDs and Blu-rays remain superior to streaming technologies when it comes to how you view a film. Whether you should continue to buy DVDs is dependent on what you want to get from your media. Here are a few reasons you should consider buying DVDs.

1. Playback Quality – Physical releases don’t require the compressing of picture and audio that occurs with streaming. Home Wi-Fi and file sizes largely dictate what you get from a streaming server. Plus, DVDs and Blu-rays offer 4K resolution, which outperforms the industry standard of 1080p. Playing a physical disc is a more reliable viewing experience.

2. Control – Blu-ray discs and DVDs offer more picture information than HD streaming, which will give you more control over factors such as contrast and color.

3. Bonus Features – Streaming services can’t provide you with special features, deleted scenes, outtakes, interviews and commentaries like DVDs and Blu-rays can. Buy a physical version of your favorite movie if you want to see interesting behind-the-scenes content.

4. Special Editions – Physical discs give you control over the version of the movie you watch. Maybe you want to see the director’s extended cut of *The Return of the King*, your favorite of the seven versions of *Blade Runner* or an edition of *Star Wars* before Greedo’s infamous “maclunkey” line.

5. Permanence – Having a permanent copy is perhaps the most attractive reason to buy a physical movie. Streamers know the pain of their favorite movie leaving to another service or disappearing entirely. You can keep your physical copy as long as you’d like.

The Future of DVDs and Blu-rays – DVDs, Blu-rays and streaming services all have their advantages, so only time will tell what’s going to happen to these platforms. If vinyl records could disappear and resurface, why couldn’t DVDs and other home video paraphernalia? Consumers are playing a pivotal role in the future of the filmmaking industry whether they realize it or not. [Source: <https://recordhead.biz/are-dvds-making-a-comeback/#:~:text=Streaming%20is%20a%20popular%20way,750%20million%20discs%20in%202022>].

US DVD Sales Week Ending November 20, 2022 – The following chart shows the top ten DVD sold in the week ending November 20, 2022, with the number of units sold that week, the percentage of change from the previous week, the total number of units sold to date, how much money was spent on DVDs that week, the total spend and the number of weeks in release. [Source: <https://www.the-numbers.com/weekly-dvd-sales-chart>]

<u>Rank</u>	<u>Title</u>	<u>Units</u>		<u>Total Units</u>	<u>Spend</u>		<u>Weeks</u>
		<u>this Week</u>	<u>% Change</u>		<u>This Week</u>	<u>Total Spend</u>	
1	Top Gun: Maverick	60,604	-50%	391,668	\$1,202,989	\$ 7,774,609	13
2	1883: Yellowstone Origin	35,089	+209%	254,470	\$ 687,394	\$ 4,985,068	48
3	Minions: The Rise of Gru	27,016	+205%	228,896	\$ 517,897	\$ 4,757,600	16
4	Jurassic World: Dominion	26,871	+319%	387,041	\$ 526,403	\$ 8,201,077	19
5	Fantastic Beasts: Secrets...	25,963	+592%	251,618	\$ 473,305	\$ 4,831,001	25
6	Encanto	24,803	+302%	418,837	\$ 444,470	\$ 5,057,979	48
7	Thor: Love and Thunder	22,986	+179%	169,690	\$ 433,976	\$ 3,412,691	11
8	Sing 2	21,016	+370%	372,115	\$ 246,728	\$ 4,007,297	46
9	The Bad Guys	20,718	+288%	183,203	\$ 346,612	\$ 3,309,023	24
10	Elvis	18,813	+195%	189,846	\$ 299,503	\$ 3,596,012	15
11	Sonic the Hedgehog 2	18,381	+1,449%	150,149	\$ 330,123	\$ 2,696,677	26
12	Dr. Seuss' The Grinch	18,072	-18%	2,082,109	\$ 195,720	\$29,959,400	200
13	The Grinch Stole Christmas	17,621	+68%	6,085,129	\$ 198,941	\$64,306,795	1,096
14	DC League of Super Pets	17,334	+568%	79,773	\$ 242,503	\$ 1,116,024	13
15	Spider-Man: No Way Home	16,294	+440%	508,612	\$ 292,640	\$ 9,134,672	36

The Independent Film Sector

The term independent film, or ‘indie’ movie, tends to get thrown around a lot without any explanation. Indie movies get this label with seemingly no reason why, especially if you don’t know what the term means. It seems that any movie could be an indie film if it has a certain style or appeal, regardless of its genre or who stars in it. While some well-known actors could be in an indie movie, it’s more likely you’ll see lesser-known actors, or even actors no one has seen before.

In a world focused on franchise culture, independent cinema becomes harder to find success. Not all indie movies are just those not many people have heard of — when the fans aren’t focused on the next Star Wars or Marvel movie, indie movies have the chance to become extremely popular. Well-known movies such as *The Blair Witch Project*, Academy Award winner *Get Out*, and winner of the Best Picture Oscar *Parasite* are all technically indie movies, just to name a few of the many out there. If you don’t know how indie films are labeled, read the rest of the article below to find out how they qualify, and consider supporting them the next time you see one coming out.

Indie Movies Aren’t From Major Film Studios – There are basically only five big film studios in America. It’s hard to find a major, internationally released film that isn’t produced and/or distributed by one of them. And it’s almost guaranteed you know them as soon as they are said: Universal Pictures, Paramount Pictures, Warner Bros. Pictures, Walt Disney Pictures, and Sony Pictures Entertainment. 20th Century Fox used to be the sixth major, but is now part of Disney. These massive corporations run the majority of the industry, and you don’t usually see indie movies coming out of them.

Independent film companies are the ones who make these independent films. These film companies aren’t necessarily every other film companies that isn’t one of the big five, however. For example, New Line Cinema still frequently produces movies, but it was absorbed by Warner Bros., so they are now considered a subsidiary of that company. Some examples of recognizable independent film companies (at least for now), however, are A24 and Miramax.

Some great films produced by A24 have been popular recently, including *Lady Bird* and *Moonlight*, but with the way it’s going, it may become part of the major corporate studios. Miramax produced many indie films before the it began to pass

through the hands of several bigger studios as it was bought out. However, they produced films like *Pulp Fiction* and *Good Will Hunting* that definitely left an impact on the world.

They Usually Have Lower Budgets – When Disney lines up massive budgets of hundreds of millions of dollars, it's because they have enough money to do so. Most independent film companies don't have billions of dollars in their pockets, so they have to stick to a tighter budget. Some independent film companies may have money they made off of their last feature to put into the next, others may take out loans and hope to make enough money off of the movie to pay it back, and others still may try to use crowdfunding. With popular sites like Kickstarter, anything is possible with enough people backing a project.

As these movies have lower budgets, they tend to be seen as lesser movies when compared to those by the big studios. They can't always go all out with their visual effects and keep the actors in front of a green screen the entire time, and they can't usually afford big name stars. Because of this, indie movies have to become more creative to figure out how to film what they want with the budget they have, so they tend to look different from what we expect, and are often much more creative than movies from big studios, where dozens of producers and studio heads interfere with the creative process.

The Definition of Indie Movies is Constantly Changing – One of the biggest reasons it's so hard to pin down an exact explanation for an indie movie is that the term is constantly changing. There's no doubt its original meaning was inherently financial, but over time and through growing subcultures (and the increasing popularity of film festivals like Sundance and SXSW), the term became more synonymous with a genre of its own. Large movie studios tended to be pickier about what they were willing to spend money on, so often, the movies that were 'different' were the ones which were produced by the independent film companies. No two indie movies were alike, because it let the filmmakers explore their own style and tell the story exactly the way they imagined it. 'Indie' had a too-cool-for-mainstream-school appeal.

In today's terms, however, the definition is a lot harder to pinpoint. More and more studios are either being bought out or are consolidating together, meaning less truly independent studios exist out there. Many new directors see indie movies as a chance to pursue their own creativity, while larger influencers might see independent films as lesser pieces, where these directors are hardly being recognized and are just waiting for a big studio to sign them a deal. Even film festivals around the world don't have a single definition of the term, showcasing movies of all genres, budgets, and studios, and still lumping them together.

Maybe the because aspect of the obsolescence of 'indie' as a concept is the digital age. With YouTube, downloading, and streaming, content can be easily spread to the masses without gigantic studios. Something that's financially 'indie' can be viewed 80 million times on YouTube, and the fact that everyone has a camera in their pocket these days (with their cell phones) means that everyone is ostensibly an indie filmmaker. If the film industry and culture keep going the way they are today, the term may not even exist for much longer, with nothing to distinguish it. [Source: "Indie Movies, Explained: What is an Independent Film? By Katelin McDougald, movie.web.com, March 26, 2022; <https://movieweb.com/what-is-an-independent-film/>]

Independent Film and Media: Sundance Institute Field Briefing November 2022 – As President Joe Biden stated in September of 2022: "The arts, the humanities... [they] are the soul of America, reflecting our multicultural and democratic experience... [They] help us understand and communicate our values as a people; compel us to wrestle with our history and enable us to imagine our future; invigorate and strengthen our democracy; and point the way toward progress."

The American film and television industry supports 2.2 million jobs and pays out \$192 billion in total wages annually. From cinematographers to caterers, directors to dry cleaners, and production assistants to digital equipment suppliers—the workforce represents a vast array of professions and economic sectors. Of those whose work focuses mainly on production, a significant number are self-employed individuals, independently owned production companies, and nonprofit organizations employing independent contractors. Further, the field relies on an ecosystem of small and medium-sized nonprofit and for-profit entities such as regional film festivals, independent arthouse cinemas, public broadcasters, educational distributors, and media art centers to independently distribute film. This network makes it possible for films to reach audiences who may have limited access otherwise.

Direct industry jobs employ more people than other major sectors, including mining, oil and natural gas extraction, crop production, utility system construction, and rental and leasing services. Small businesses predominate the film and media arts industry:

110,000 total businesses
 located in every state in the country
 89% employ fewer than 10 people

Within this economic engine, the independent film and media ecosystem plays an important role. It is a talent incubator and source of innovation. Creative successes in the field lead directly to economic growth, entrepreneurship, and the global position of the American film industry as a talent pool.

Filmmaking talents that were born and nurtured in the independent sector have gone on to make an indelible mark on mainstream media and culture at large. Ryan Coogler made *Fruitvale Station* as an independent film in 2013, just five years before directing *Black Panther*, which grossed more than \$1.3 billion worldwide and became the ninth-highest-grossing film of all time. Chloé Zhao made the independent film *The Rider* in 2016 with a six-person crew before going on to win two Oscars for *Nomadland* in 2020 and directing Marvel’s *The Eternals* in 2021. *Hoop Dreams*, directed by Steve James, broke through with mass audience appeal in its theatrical release in 1994, bringing in \$11.8 million at the box office and permanently changing the idea of how large an audience a documentary could attract.

The strength and diversity of independent media is crucial to maintaining a healthy democracy. Independent storytelling is rooted in communities, based on the lived experiences of today’s Americans, and is created outside of commercial and ideological pressures.⁴ While often invisible to general audiences, there is a robust network of film and media arts organizations collectively working “behind the scenes” to cultivate and support diverse independent voices, as well as provide opportunities for the public to experience and engage with independent storytelling as a catalyst for conversation and community empowerment.

The narrative power of a robust and representative independent media sector goes far beyond entertainment. Both fiction and nonfiction storytelling can profoundly influence how Americans come to understand ourselves and our respective relationships to the larger society. As one independent filmmaker noted, “Being able to have that representation on screen is so vital for a healthy community and sense of self.”

Independent film often comes from communities that have never told their stories before. It is made “by filmmakers who are challenging what is (or is not) being said in mainstream media, by those who are creatively challenging the medium – redefining how stories are told,” said another advocate for independent makers. [Source: <https://www.arts.gov/about/publications/independent-film-and-media-field-briefing-2022>]

Highest Grossing Indie Films of 2022 – The following chart lists the 36 highest ranking independent films of 2022 while also listing their distributor, genre, 2022 domestic box office gross and tickets sold. Note that all of these films except for one were released in 2022. That one other indie film (*American Underdog*) was released late in 2021. These rankings were prepared by [thenumbers.com](https://www.the-numbers.com). The missing numbers in the rankings means those films were either released by a major studio/distributor (i.e., not an indie film) or were released many years ago, and were still earning money at the box office in 2022 (i.e., *Carnal Knowledge* from 1971 and *It’s a Wonderful Life* from 1946) [Source: <https://www.the-numbers.com/market/2022/top-grossing-movies>].

<u>Rank</u>	<u>Movie</u>	<u>Distributor</u>	<u>Genre</u>	<u>2022 Gross</u>	<u>Tickets Sold</u>
27	Everything Everywhere All A...	A24	Action	\$70,008,593	7,634,524
31	Dog	United Artists	Comedy	\$61,778,069	6,736,975
38	Downton Abbey: A New Era	Focus Features	Drama	\$44,141,550	4,813,691
41	The Menu	Searchlight	Black Comedy	\$36,169,899	3,944,372
42	The Northman	Focus Features	Action	\$34,233,110	3,733,163

43	Jujutsu Kaisen: The Movie	FUNimation	Action	\$33,919,605	3,698,975
44	Dragon Ball Super: Super Hero	Crunchyroll	Action	\$32,132,374	3,504,075
54	The Unbearable Weight of Ma...	Lionsgate	Action	\$20,300,157	2,213,757
56	Prey for the Devil	Lionsgate	Horror	\$19,802,293	2,159,464
57	Moonfall	Lionsgate	Action	\$19,060,660	2,078,588
59	Glass Onion: A Knives Out M...	Netflix	Drama	\$15,000,000	1,635,768
62	The Chosen Season 3: Episod...	Fathom Events	Drama	\$14,612,089	1,593,466
64	American Underdog: The Kurt...	Lionsgate	Drama	\$14,301,214	1,559,565
65	RRR: Rise, Roar, Revolt	Sarigama	Action	\$13,930,910	1,519,183
67	One Piece Film: Red	Crunchyroll	Action	\$12,768,073	1,392,374
70	X	A24	Horror	\$11,769,469	1,283,475
72	Bodies Bodies Bodies	A24	Horror	\$11,446,602	1,248,266
73	Licorice Pizza	United Artists	Drama	\$10,935,116	1,192,488
74	Terrifier 2	Iconic Releasing	Horror	\$10,640,105	1,160,316
75	Mrs. Harris Goes to Paris	Focus Features	Drama	\$10,433,915	1,137,831
79	Blacklight	Briarcliff Ent	Action	\$9,591,094	1,045,920
80	See How They Run	Searchlight	Comedy	\$9,586,237	1,045,391
82	Pearl	A24	Horror	\$9,423,445	1,027,638
84	The Banshees of Inisherin	Searchlight	Drama	\$9,048,962	986,800
85	Till	United Artists	Drama	\$9,000,202	981,483
86	Three Thousand Years of Lon...	United Artists	Drama	\$8,286,741	903,679
87	Brahmastra Part 1: Shiva	Fox Star India	Adventure	\$7,839,108	854,864
88	Bones and All	United Artists	Thrill/Suspense	\$7,834,907	854,406
89	Men	A24	Horror	\$7,587,853	827,464
90	Memory	Open Road	Action	\$7,329,043	799,241
91	Fall	Lionsgate	Thrill/Suspense	\$7,240,521	789,587
93	BTS Permission to Dance	Trafalgar	Concert	\$6,840,000	745,910
94	K.G.F: Chapter 2	Viva Ent	Action	\$6,604,562	720,235
95	Marcel the Shell with Shoes On	A24	Comedy	\$6,333,703	690,698
97	The Whale	A24	Drama	\$5,819,439	634,617
99	TÁR	Focus Features	Drama	\$5,596,760	610,333

Highest-Grossing Indie Movies of All Time – The movie industry is full of genres, styles, and actors we all love to see hitting our big screens. The variety in this industry is something to marvel at, and the movie-going experience has evolved in ways that go beyond our wildest dreams. However, as much as we appreciate the big-budget, high-action, visual effects, and grandiose sets, there is something very charming and irresistibly intimate about an indie film.

Indie films have been around for quite some time, and even today, you can catch some big-name actors attaching their names to these projects because of the stories that they resonate with and want to tell. From being deeply emotional and full of heart and character, indie movies have become unavoidable favorites for movie-lovers of all ages. Of course, money is not everything, but it does hold at least a small candle to how successful the movie was received in the public eye. Here is a list of some of the highest-grossing indie movies of all time (adjusted for inflation).

<i>Dirty Dancing</i>	1987	Lionsgate Films	\$501.10M
<i>The Ful Monty</i>	1997	Red Wave Films	\$521.36M
<i>Billy Jack</i>	1971	National Student Film Corp	\$544.05M
<i>Shakespeare In Love</i>	1998	Miramax	\$545.89M
<i>My Big Fat Greek Wedding</i>	2002	IFC Films	\$592.07M
<i>American Beauty</i>	1999	Jinks/Cohen Company	\$644.93M
<i>Se7en</i>	1995	New Line Cinema	\$690.95M
<i>One Flew Over the Cuckoo's Nest</i>	1975	United Artists/Warner Bros.	\$736.78M

<i>The Graduate</i>	1967	United Artists	\$784.36M
<i>The Passion of the Christ</i>	2004	Icon Productions	\$917.94M

Dirty Dancing (Lionsgate Films) \$501.1M – *Dirty Dancing* had comfort movie written all over it! Starring the late Patrick Swayze and Jennifer Grey, *Dirty Dancing* followed a young girl on a summer vacation, during which she discovered herself and found a whirlwind romance along the way. This movie was from 1987 and is now considered a must-watch for movie-lovers. With a swoon-worthy plot and a fabulous soundtrack, this movie, when adjusted for inflation, made an incredible \$501.1 million at the worldwide box office.

The Full Monty (Red Wave Films) \$521.36M – *The Full Monty* (1997) starred Robert Carlyle, Mark Addy, William Snape, Steve Huison, Tom Wilkinson, Paul Barber and Hugo Speer. The movie followed a group of steelworkers when they decided to put their blood, sweat and tears into putting together an amateur strip show to make some money. This hilarious comedy drama had a low budget of \$3.5 million dollars in comparison to the \$521.36 million it made at the box office.

Billy Jack (National Student Film Corporation) \$544.05M – *Billy Jack* was an old drama action film from 1971. The film's budget at the time was at \$800,000 and has since grossed \$544.05 million. With an extremely talented cast composed of Tom Laughlin, Delores Taylor, Teresa Kelly and Victor Izay, this independent film is definitely worth a watch.

Shakespeare in Love (Miramax) \$545.89M – Joseph Fiennes, Gwyneth Paltrow, Judi Dench, Ben Affleck and Colin Firth. This star-studded cast definitely puts this indie film in the public eye. The period romance drama film *Shakespeare in Love* came out in 1998 and is a story of famous writer and playwright William Shakespeare as he finds a new muse for his work. This movie made an astonishing \$545.89 million and is available to watch now on HBO Max.

My Big Fat Greek Wedding (IFC Films) \$592.07M – *My Big Fat Greek Wedding* is the highest-grossing romantic comedy so, of course, it has a place on this list. *My Big Fat Greek Wedding* is a 2002 rom-com staple starring Nia Vardalos and John Corbett. When Toula Portokalos (Vardalos) decides to get her love life going, the hilarious circumstances and complications surrounding her family make up a recipe for disaster and love. *My Big Fat Greek Wedding* racked up an incredible \$592.07 million at the worldwide box office, and with an initial \$5 million as a starting budget when the movie was made, the returns were huge.

American Beauty (Jinks/Cohen Company) \$644.93M – Sam Mendes made his directorial debut with the 1999 comedy-drama film *American Beauty*. This independent film followed a man who starts going through a midlife crisis and develops an unhealthy obsession with his daughter's best friend. This movie has gained notoriety in the film world since its release and has grossed around \$644.93 million compared to its \$15 million budget. If you are interested in watching *American Beauty*, it is streaming on Netflix and on Amazon Prime.

Se7en (New Line Cinema) \$690.95M – Brad Pitt and Morgan Freeman, two very iconic names in Hollywood, starred in the 1995 crime mystery film *Se7en* that made almost \$691 million. *Se7en* followed two New York City detectives, played by Pitt and Freeman, as they go on the hunt for a serial killer whose kills are reflective of the seven deadly sins. If you are a fan of the crime thriller genre of movies, this one has to be on your radar if you haven't seen it already, and it is currently available on Netflix.

One Flew Over the Cuckoo's Nest (United Artists/Warner Bros.) \$736.78M – *One Flew Over the Cuckoo's Nest* came out in 1975 and even after 47 years, people are still talking about how good it is. This is a drama comedy movie that follows Randle Patrick McMurphy, played by the iconic Jack Nicholson, a criminal who ends up in a mental institution. Well, although he once thought it would be easier than prison, he is proven wrong. This movie made \$736.78 million at the worldwide box office so, if you want to watch it, *One Flew Over the Cuckoo's Nest* is on HBO Max.

The Graduate (United Artists) \$784.36M – In 1967, Dustin Hoffman and Anne Bancroft gave us *The Graduate*. *The Graduate* is a rom-com drama movie following Benjamin Braddock, a new college graduate, who finds himself stuck in his own personal love triangle between the Robinson mother-daughter duo. This movie was based on a novel by Charles Webb and this classic has garnered \$784.36 million and sits on the second place slot on this list.

The Passion of the Christ (Icon Productions) \$917.94M – This movie pretty much towers over the rest of the movies on this list in terms of how much money it made. *The Passion of the Christ* is a 2004 religious drama that depicts Jesus of Nazareth's last 12 hours and his crucifixion. This brutal and incredibly heavy film stars Jim Caviezel, Maia Morgenstern, Monica Bellucci, and Rosalinda Celentano. *The Passion of the Christ* had an initial \$25 million budget and came out to make a massive \$917.94 million, sitting on the throne as the highest-grossing independent movie of all time. [Source: “Highest Grossing Indie Movies of All Time”, movieweb.com, September 25, 2022; <https://movieweb.com/indie-movies-highest-grossing/>]

The Sundance Film Festival 2023

The Sundance Film Festival is described as the ultimate gathering of original storytellers and audiences seeking new voices and fresh perspectives. The annual program includes dramatic and documentary features, short films and episodic content. The festival also hosts daily filmmaker conversations, panel discussions and other events. Since 1985, hundreds of films launched at the Festival have gone on to gain critical acclaim and reach new audiences worldwide.

The Sundance Film Festival began in September 1978 in Salt Lake City, Utah, under the name Utah/United States Film Festival. The idea was launched by the Utah Film Commission as a means to promote independent film and to bring the state of Utah to the attention of filmmakers. Actor and director Robert Redford, who lived in Utah, was appointed the first chairman of the festival board, and his involvement helped raise awareness and funds for the new festival.

In 2023, the festival ran from January 19 through 29. It presented the world premieres of 12 narrative U.S. feature films, 12 non-fiction features, 12 international narrative features and 12 international non-fiction features. There were more than 16,000 submissions this year, and nearly half of the films featured were made by first-time filmmakers. Nearly 50,000 attended the festival. About 80% of films screened at Sundance wind up with a distribution deal. There were approximately 4,000 total submissions for feature films, and 9,000 for shorts. The Sundance team watches every single submission. Of these, only 120 or so features make it in each year, and about 60-70 shorts, less than one percent were presented in theatres.

According to the Sundance Institute, of the 101 feature films, 54 (53%) were directed by one or more filmmakers who identify as women; 5 (5%) were directed by one or more filmmakers who identify as nonbinary individuals; 46 (45%) were directed by one or more filmmakers who identify as people of color; 20 (20%) by one or more filmmakers who identify as LGBTQ+; 3 (3%) by one or more filmmakers who identifies as a person with a disability.

Experienced observers described the market as historically slow. Part of the reason that the market never reached a fever pitch is that major players such as Netflix, Warner Bros. Discovery and Amazon aren't writing big checks as freely as the once did. A newfound cost-consciousness seems to have gripped the media business as they deal with a slow-down in subscription growth for their streaming services. But at least the streamers made some noise on the ground with “Fair Play” and “Flora and Son” after mostly sitting out the Toronto market in September. Still, the theatrical box office for indie films remains depressed, having failed to regain its pre-pandemic stride. There have been a few breakouts like *Everything Everywhere All at Once*, but even glowing reviews couldn't turn *The Banshees of Inisherin* or *Tár* into hits. That track record made some studios wary of committing to movies that were artistically daring, but commercially risky.

Sundance 2023 Movie Deals

Nam June Paik: Moon Is the Oldest TV – The Amanda Kim documentary about the most famous Korean artist in modern history was acquired by Greenwich Entertainment and PBS, for a theatrical release and broadcast premiere on PBS.

The Eternal Memory – Director Maite Alberdi's film, about a couple who's been together for 25 years (in eight of which the husband suffered with Alzheimer's disease) was acquired by MTV Documentary Films and plans a theatrical release.

Talk to Me – The Australian twin brothers Danny and Michael Philippou produced this film about a new party craze among teenagers that involves performing séances with the dead, It was acquired for distribution by A24 for a reported high seven-figure deal and a theatrical release.

A Little Prayer – This Angus MacLachlan film is about a family in a small town in North Carolina and explores the relationship of a father and his daughter-in-law, and how it's strained when he discovers his son is having an affair. The film was acquired by Sony Pictures Classics. Release plans are not yet revealed.

Passages – Was directed by Ira Sachs. It's a drama starring Franz Rogowski, Adèle Exarchopoulos, and Ben Whishaw. The film is a personal story for Sachs and follows a filmmaker (Rogowski) who cheats on his husband (Whishaw) with a woman, only to become inflamed with jealousy once his husband pursues his own new relationship. Following an international premiere at the Berlin Film Festival, MUBI plans a subsequent theatrical release.

Flora and Son – John Carney's musical romance and comedy was acquired by Apple TV+ for high eight figures with some reports saying it reached as high as \$20 million. It's a story of how music can change people's lives. A mother (Eve Hewson) in Ireland bonds more deeply with her troubled son (Orén Kinlan) over their shared love of a guitar. She takes lessons over Zoom from an instructor played by Joseph Gordon-Levitt, who's half a world away.

Theater Camp – The directorial debut of Molly Gordon and Nick Lieberman, the film stars Ben Platt, Jimmy Tatro, Noah Galvin, Patti Harrison, Owen Thiele and Gordon herself. The film is a love letter to drama teachers and the unique vibe of theater education. Searchlight acquired the film for a theatrical release with an advance in the high seven-figure range.

Fair Play – Global rights to the erotic, psychological thriller from director Chloe Domont stars Alden Ehrenreich and "Bridgerton" actress Phoebe Dynevor, as well as Eddie Masran and Rich Sommer were acquired by Netflix for an advance in the \$20 million dollar range. The film is about a couple that keeps their relationship secret while working for a ruthless and cutthroat hedge fund.

Kokomo City – The directorial debut of Grammy-nominated producer and singer D. Smith was acquired by Magnolia. Smith, a trans performer also known for "Love & Hip Hop Atlanta," also wrote and edited this documentary about 4 Black transgender sex workers in Atlanta and New York City who fight to break down the walls of their profession.

Little Richard: I Am Everything – Lisa Cortés ("Precious," "All In: The Fight for Democracy") directs this documentary about the rock icon Little Richard but approaches his legacy in the context of Blackness and queerness, as well as his own personal identity as it relates to his faith and Christianity. Worldwide theatrical rights were acquired by Magnolia/CNN Films

Run Rabbit Run – "Succession" actress Sarah Snook stars in this film from director Daina Reed, known for "The Shining Girls" and "The Handmaid's Tale." The film is a thriller and horror movie about a fertility doctor who believes firmly in life and death, but after noticing the strange behavior of her young daughter, must challenge her own values and confront a ghost from her past. Netflix picked up worldwide rights with some territories excluded.

In My Mother's Skin – The only Filipino film playing in the festival is the second feature from director Kenneth Dagatan, who previously directed 2018's *Ma*. *In My Mother's Skin* is set in 1945 in the Philippines and explores how a young girl's duty to protect her dying mother is complicated by her misplaced trust in a beguiling, flesh-eating fairy. The film stars Beauty Gonzalez, Felicity Kyle Napuli, Jasmine Curtis-Smith, James Mavie Estrella, and Angeli Bayani. Amazon Prime Video acquired global rights to the title and plans to release by the end of 2023.

Sundance Films Acquired Ahead of the Festival

Other People's Children – Music Box Films acquired U.S. rights to Rebecca Zlotowski's family drama for a theatrical release and on home entertainment platforms. The film stars Virginie Efira, Roschdy Zem and Chiara Mastroianni. Efira plays a high school teacher who falls in love with a man and soon grows a close bond to his 4-year-old daughter, making her grapple with her own ambitions with motherhood.

Squaring the Circle (The Story of Hipgnosis) – Anton Corbijn ("Control," "The American") gets back to his rock music history roots by telling the stories of some of the most famous album cover artwork ever, all of it spawning from the art design studio Hipgnosis. Corbijn interviews talent like Paul McCartney, Roger Waters, and Jimmy Page to tell the stories of albums

such as Wings' "Band on the Run," Pink Floyd's "Dark Side of the Moon" and Led Zeppelin's "Houses of the Holy". The documentary was acquired by Utopia for a theatrical release.

Joyland – This film was directed and written by Saim Sadiq. It tells the story of a young man as a backup dancer in a Bollywood-style burlesque show, who falls in love with a trans woman who leads the show. Oscilloscope acquired the film for a theatrical release.

My Animal – Directed by Jacqueline Castel, this is a horror movie and romance starring Bobbi Salvör Menuez ("Under the Silver Lake") and Amandla Stenberg ("The Hate U Give") as two teens in a small town who fall for each other, only for one girl's growing desires to slowly clash with her darker animal instincts within (translation: she's a werewolf). Paramount Worldwide Acquisition Group picked up the worldwide rights (excluding Canada), though whether the film will be theatrical, released through Paramount+, or another channel has yet to be determined.

The Deepest Breath – acquired by Netflix Irish filmmaker Laura McGann directs this documentary about a champion freediver training to break a world record with the help of an expert safety diver. The film explores not just the silent depths of the ocean but the depths of the emotional bond formed between the two divers. The film was acquired by Netflix.

Films Arriving at Sundance with Distribution

Past Lives – This South Korean romance is the debut feature from playwright Celine Song ("Endlings") and spreads out over three generations of bonding and missed connections. The film stars Greta Lee, Teo Yoo, and John Magaro. A24 is set to distribute.

Earth Mama – Savannah Leaf wrote and directed the film, her first feature after having won awards for her documentary short "The Heart Still Hums" and even earning a Grammy nomination for Best Music Video for directing Gary Clark Jr.'s "This Land." It will be distributed by A24. The film follows a pregnant single mother, with two children in foster care, who embraces her Bay Area community as she fights to reclaim her family.

Stephen Curry: Underrated – This is a documentary about Golden State Warriors icon Stephen Curry that explores through a combination of cinéma vérité, archival footage, and interviews how Curry went from being a low rated, undersized college kid at a Division I school to rising to be a 4-time NBA champ. The film is distributed by Apple TV+.

Infinity Pool – Brandon Cronenberg, son to David Cronenberg, makes his return to Sundance with his follow-up to "Possessor." The film stars Alexander Skarsgard and Mia Goth and follows a couple on an all-inclusive resort vacation that reveals a perverse subculture of surreal horrors and hedonistic tourism after a fatal accident. Neon and Topic will distribute.

Still: A Michael J. Fox Story – Davis Guggenheim's first documentary feature in seven years follows "Back to the Future" icon Michael J. Fox in a film that charts this Canadian kid's meteoric rise to stardom and how his life was altered by his Parkinson's diagnosis at age 29. Guggenheim's telling of Fox's story is described via the festival's description as a playful and humorous account of an "eternal optimist" dealing with the unthinkable. The film is being released by Apple TV+.

Landscape with Invisible Hand – Director Cory Finley ("Thoroughbreds," "Bad Education") made his return to Sundance with an adaptation of M.T. Anderson's National Book Award winner. It's a darkly comedic sci-fi and coming-of-age story about two teenagers who have to livestream their courtship to curious alien invaders as a means of making money and scraping by an existence after the advanced alien technology has made all but the wealthiest humans obsolete. The film stars Tiffany Haddish, Michael Gandolfini, William Jackson Harper and Clifton Collins Jr. MGM's United Artists Releasing is distributing the film backed by Annapurna and Brad Pitt's Plan B.

You Hurt My Feelings – Julia Louis-Dreyfus reunites with her "Enough Said" director Nicole Holofcener for this dramedy about a successful New York novelist who is offended and devastated to learn that her husband of decades doesn't like her latest novel. The film has a rare comedic turn for Tobias Menzies and also stars Michaela Watkins and Arian Moyaed. A24 is distributing the film.

Cassandra – Gael García Bernal stars as a gay luchador tired of losing and tired of hiding behind a mask during his wrestling matches who manages to break barriers within the lucha libre circuit by developing an eccentric “exótico” character that takes crowds by storm. Roger Ross Williams, who is best known for his documentary “Life, Animated” that played at Sundance in 2016, is making his narrative feature debut with “Cassandra.” Amazon Prime Video is releasing the film.

Judy Blume Forever – Davina Pardo and Leah Wolchok (“Very Semi-Serious”) co-direct this documentary about one of literature’s most influential children’s authors, Judy Blume. In addition to profiling the author, it also features fans who share heartfelt letters that they wrote to the author over the years. Amazon Prime Video is releasing the film that was produced by Ron Howard and Brian Grazer’s Imagine Documentaries.

L’immensita – Penélope Cruz stars in this ’70s period drama set in Rome as a mother who forms a deeper bond with her teenage child who is just beginning to discover their transgender identity. The film is the first movie from Italian director Emanuele Crialesi in 11 years, and early reviews have praised Cruz’s performance and its Italian pop music soundtrack. Music Box Films is releasing “L’immensita” in the U.S., while Warner Bros. Italy has the Italian distribution rights.

A Thousand and One – This film is the feature debut of a Sundance Lab alumnus A.V. Rockwell. It’s about a mother bouncing around from shelter to shelter in ‘90s New York who kidnaps her own 6-year-old son from a foster home and attempts to build a new life together. The film spans years and is hyped to feature a star-making turn from the musician and singer Teyana Taylor. Focus Features acquired for a theatrical release.

Rye Lane – This feature directorial debut of UK filmmaker Raine Allen-Miller is a rom-com about two 20-somethings who pair up and cavort around London after they each have to confront some awkward recent break-ups. Searchlight Pictures is releasing.

All Dirt Roads Taste of Salt – The feature directorial debut of poet Raven Jackson manages to bend the cinematic medium in surprisingly poetic and lyrical ways. The film spans decades in charting the growth, loves and heartbreaks of a Black woman in Mississippi from her childhood to adult years. A24 is the distributor.

The Amazing Maurice – This animated film is based on a book by the same name and follows a street-smart cat who along with a gang of rats develops a moneymaking scheme. Toby Genkel directs, and Emilia Jones, Hugh Laurie, Himesh Patel, and Gemma Arterton make up the voice cast. Viva Kids will distribute theatrically.

The Eight Mountains – Felix van Groeningen (“Beautiful Boy”) and Charlotte Vandermeersch, both Sundance alums, direct this drama that’s set in Italy and is based on a novel about a boy from the city visiting a tiny mountain village over the summer. Sideshow Releasing and Janus Films acquired the film after it won the Jury Prize at the Cannes Film Festival.

Pretty Baby: Brooke Shields – This film is named for Brooke Shields’ breakout role when she was just 12 and has been described as a revealing and critical documentary about the teen model and icon. Lana Wilson, who most recently got some intimate details out of Taylor Swift for her documentary “Miss Americana,” directed the film. The two-part documentary will air on Hulu via ABC News.

20 Days in Mariupol – A timely news documentary about the Russian invasion in Ukraine, Ukrainian filmmaker and AP News video journalist Mstyslav Chernov was up close and personal during the early days of the attacks on the city of Mariupol as one of the last international journalists to flee the country. Some of Chernov’s footage should already be familiar around the world and in some cases has directly refuted Russian misinformation. The film is being released by Frontline/PBS.

birth/rebirth – A new take on the classic Frankenstein story, “birth/rebirth” is a horror streamer about a single mother and a mortician who form a bond after they manage to re-animate a 6-year-old girl from the dead. The psychological horror film is directed by Laura Moss, and it stars Marin Ireland, A.J. Lister, and the young Judy Reyes. Shudder is releasing in North America in 2023.

Murder in Big Horn -- This a three episode docuseries. Each episode explores the missing person case of an Indigenous woman or girl who has disappeared from a reservation in the Big Horn region of Montana. Each episode is told from the perspective of the Native families and journalists involved in the case and who are still grieving. Razelle Benally and Matthew Galkin direct the series, acquired by Showtime.

Polite Society – A different kind of midnight movie, this film is a mashup of comedy, horror and martial arts. It is also the feature directorial debut of “We Are Lady Parts” creator Nida Manzoor. The film follows an Indian girl who stages an elaborate heist in order to save her older sister from her upcoming marriage. Focus Features will release theatrically.

Victim/Suspect – Nancy Schwartzman directs this documentary about a journalist investigating numerous cases of women reporting sexual assault to the police who are then accused of fabricating their stories and are charged with crimes of their own. Netflix partnered on the feature with the Center for Investigative Reporting.

The Stroll – This film takes audiences back to New York in the 1990s and tells the history of the city’s Meatpacking District, specifically from the perspective of transgender sex workers. Its co-director Kristen Lovell walked the streets in that time herself and is a long-time trans activist. HBO Documentaries will air the film both on HBO and on HBO Max.

Other films appearing in the 2023 Sundance Film Festival may be acquired for distribution week and months following the festival’s conclusion. [Source: <https://www.indiewire.com/feature/sundance-2023-movie-deals-complete-list-1234789495/>]

The Manager and LLC Management

The Manager for the Dental Plan Film Management, LLC is Dental Plan Production, a California-based DBA formed in 2023 and wholly-owned by the individual filmmakers Tim Bragaw and Lenore Cutler. The Manager maintains offices at 1043 East Santa Anita Avenue, Burbank, California 91501. The Manager has assembled an experienced group of filmmakers for the specific purpose of bringing the LLC’s Film to the screen (see “DESCRIPTION OF BUSINESS – People of Dental Plan Film Management, LLC”).

The Manager will provide the LLC with its owners’ time, effort, skill and experience, and the underlying rights to the Script for *Dental Plan*, along with all necessary office, clerical and management support. The Manager will receive limited consideration for such contributions to the organization and management of the LLC (see “OFFERING INFORMATION – Manager and Affiliate Compensation”). It is anticipated that the Manager will serve in its capacity throughout the life of the LLC entity.

The Manager’s owners see an opportunity not captured with many of the recent trends developed by studio production, and thus believe that producing the Film independently will give the LLC a greater ability to explore and create a unique and original motion picture that will perform effectively in the marketplace. More specifically, in this case, the strategy is to produce a single feature film with a production budget (along with marketing funds and offering expenses) in the \$3,000,000 to \$5,000,000 range (including Offering expenses) for exploitation in markets and media in the United States as well as, to the extent feasible, throughout the rest of the world, in order for the Members and Manager to participate in the global revenue generating prospects of a continuously growing and somewhat recession-resistant industry. The LLC is to be formed to finance, produce and arrange for the distribution of the Picture. The Picture will be an independent feature film, meaning that it will be financed by a source other than a major studio.

The LLC will be managed by the Manager, which, in turn, will have the exclusive right to exercise control of the business of the LLC. In this connection, the Manager will make all decisions of the LLC with respect to most aspects of the financing and production of the Picture, as well as certain important decisions relating to the Film’s production and distribution. The Unit Holders are legally restricted from taking part in the control of the business of the LLC or in the production of the Picture and, in this regard, will have no right or authority to act for or bind the LLC. The Unit Holders will have only such rights and powers as Unit Holders as are expressly provided by the Operating Agreement (see “OPERATING AGREEMENT” at Exhibit “A”).

The Manager, the Manager's Affiliates, Counsel and consultants shall be held harmless and be indemnified by the LLC for any liability, loss (including amounts paid in settlement), damages or expenses (including reasonable attorney's fees) suffered by virtue of any acts or omissions or alleged acts or omissions arising out of such person's activities either on behalf of the LLC or in furtherance of the interests of the LLC if the Manager has determined in good faith that the course of conduct was in the best interest of the LLC and such liability or loss was not the result of negligence or misconduct by such person (see Article 7.10 of the LLC Operating Agreement at Exhibit "A").

People Of Dental Plan Film Management, LLC

TIM BRAGAW

Actor/Director/Producer
An Owner of the LLC Manager

Tim Bragaw's journey in the entertainment industry began in Kansas City, but his talent and ambition led him to live and work all over the country before settling in Los Angeles more than a decade ago. He has worn many hats throughout his career, showcasing his skills in acting, directing, producing and writing.

His first film was for the Eisenhower Presidential Museum in Abilene, Kansas, known as the "Mamie Look" (2000). The film explored the fashions of first lady Mamie Eisenhower. Mr. Bragaw's acting career includes a role as a loan officer in the feature film *13 Months of Sunshine* (2007). He's also appeared in the short film "Grounds", where he brought to life the character of Dee Dee's boyfriend.

Mr. Bragaw has also directed films like *Beautiful Life of Women* (2008), a feature documentary/TV movie filmed in Dubai and Slovakia. He is also directing a documentary series Ed Hardy: Yosemite's Ambassador, which tells the story of the renowned President of the Clark and Curry Company between 1970-1990 when Universal Studios had the concession rights in Yosemite National Park. Moreover, Tim has been involved in producing short films such as "Anne Frank Meets God", where he served as an associate producer, and "Luna's Ring", which he produced and filmed in Cuba.

Mr. Bragaw directed the short Todd's Locks in 2007 and went on to win an Emmy for his work on the ABC Denver 7 commercial, "May The 4th Be With You". His writing credits include feature films like *Brides Aweigh*, *Dental Plan* and *Marilyn's Back*, as well as the screenplay *Rhino* about an autistic high schooler who changed people's view on sports and "Holo Mine" a high tech virtual reality television series.

LENORE CUTLER

Actor/Producer
An Owner of the LLC Manager

Lenore Cutler began her career as an actress. She has been a member of the Screen Actors Guild (SAG) since 2004. Her acting credits include portraying Janet Dicky in the horror-comedy film *Psychos Sleepover* and a stylish Rodeo Drive woman in the 2006 comedy film *Driving to Zigzagland*. In the 2005 TV movie "The Flight that Fought Back," she played Colleen Frazier. She demonstrated her comedic acting abilities as Grandma in the 2008 short "Going with Grandma for Her Prunes". She also appeared as a wedding guest in the 2007 adaptation of *Richard III*.

Ms. Cutler subsequently transitioned into producing, serving as an associate producer for the 2022 documentary film *Beautiful Life of Women*. She also took on roles in television series like the 2011 comedy "Quarter Lifers," playing Ellie's mom, and made an appearance in the 2006 horror movie "The Curse of Lizzie Borden" as Lizzie Borden's stepmother.

She has also worked for the City and County of Los Angeles in grant management. That work helped to develop her skills in management, finance and compliance. As the CFO of a \$20 million grant and the CFO and CEO of an annual \$9 million grant, she demonstrated her expertise in handling large budgets. She also facilitated a \$30 million grant and ensured compliance

with all state and federal laws and regulations, such as the Americans with Disabilities Act and lead-based paint regulations. In grant management, she was responsible for reporting statistical information on program participants to the state. At varying times, she supervised teams ranging from 5 to 20 people. Her experience in hiring and firing employees demonstrated her ability to effectively assemble a strong team.

GORDON WOLOSON

Actor/Producer

Gordon Woloson stated his journey in the film industry when he began working in the art department at Caravan West, utilizing his artistic background to create visually appealing and immersive sets. Over the years, he wore many hats in the film industry. As a co-producer and actor, he made a significant impact on films such as *The Final Wish* (2018) and *Beyond The Law* (2019), where he combined his artistic vision with the practicalities of film production.

His work in *The Outsider* as a co-producer further showcased his ability to collaborate effectively with other creatives and manage the various aspects of filmmaking.

Not one to be confined by the boundaries of any single role, Mr. Woloson also worked as an associate producer and art assistant on *The Silencer*. He then took on the role of art director in *American Spark* (2023), where his eye for visual aesthetics played a role in creating the film's striking visuals and overall atmosphere.

Mr. Woloson's acting talents were showcased in various film projects, such as *2021* and as a detective in *Blunt News* (2022), where he brought different characters to life on screen. In addition to his work in feature films, he co-directed the short film "Spark of Shadow" (2020).

JEREMIAH LABRUE

Actor/Executive Producer

Jeremiah LaBrue, has built a career in both the film and television industries as well as in the competitive world of sales and marketing. Born and raised in Osage Beach, Missouri, Mr. LaBrue was captivated by the magic of storytelling from a young age, which led him to pursue his passion for acting. He began his formal training in film acting at Brigham Young University (BYU).

After completing his studies, he honed his craft at the Improv Olympic in Los Angeles, where he became an alumnus. He made his acting debut in the 2006 film *Over the Line*. In 2007, he played the newscaster in the action/drama *Lady Samurai*. The film follows the story of a rogue FBI agent who goes undercover to learn the truth behind her samurai master's death, ultimately finding herself entangled in a power struggle between the District Attorney and the head of a crime family.

Mr. LaBrue continued to build his acting portfolio with an appearance in the 2018 horror-comedy *Zombie TV*, where he played the role of a pervert zombie. Despite the dark nature of the film, critics noted that he brought a touch of humor and humanity to his role, thus demonstrating his range as an actor.

In addition to his acting career, Mr. LaBrue worked in sales and marketing. With more than 25 years of experience, he has been a top performer every year and is currently a national sales manager for a publicly traded company. In 2022 alone, he generated more than \$18 million dollars in sales. Throughout his sales and marketing career, his lifetime sales total has exceeded a quarter of a billion dollars.

Combining his experience in both the entertainment and business worlds, Mr. LaBrue is set to serve as an executive producer for the LLC's Film.

SUSAN SHERAYKO

Producer/Life Success Coach

Susan Sherayko has dedicated her life to empowering others to unlock their true potential through her work as the founder of The Transformational Media Group and as a Transformational Life and Business Consultant certified by Mary Morrissey. With more than 45 years of experience in television, feature film production, podcasts and workshops, Ms. Sherayko has gained extensive knowledge of the creative process and has helped countless individuals overcome limitations and achieve their dreams.

Beginning her career in New York City, she worked in various roles, including casting assistant, assistant production auditor and performer on stage and in soap operas. She was named one of the top 250 women in film and television by Business of Film Magazine (1994). Over the years, Ms. Sherayko has worked with organizations such as the Hallmark Channel, Alice Entertainment, Universal Studios and the Discovery Channel.

She is also a three-time Emmy-nominated producer and has been recognized by the Producers Guild of America, receiving their first Commitment Award for her service as chair of the Seminar Committee for five years. She is a member of the Academy of Television Arts and Sciences and has produced numerous films and managed publications in the industry.

Ms. Sherayko earned her MBA and certification as a psychosynthesist ('84 - '86). She has studied various spiritual and transcendental philosophies, esoteric spiritual principles and success principles for more than 46 years. As a certified Power Habits Coach, LifeSuccess Consultant, and Empowered Spiritual Life Coach, she has worked alongside world-renowned teachers like Deepak Chopra, Lisa Nichols and Tony Robbins.

In 2005, her life took a dramatic turn when a landslide destroyed her home in Sun Valley, California. Drawing on her spiritual principles and a strong sense of faith, she and her husband began the recovery process. This life-altering experience inspired her to focus on helping others through their own creative processes and personal transformations.

Today, she offers various coaching programs, workshops, and courses designed to help individuals manifest their dreams and build a life they love. Her dedication to making a positive difference in people's lives has led her to create a platform that supports and encourages dreamers from all walks of life.

ADAM VASILOVICH

Writer/Entrepreneur/Producer

Adam Vasilovich was the child of two school teachers. His father, a former college basketball player at Fresno State University, instilled in him a strong sense of sportsmanship and discipline. This influence would guide him as he also played basketball at Fresno State University. The experience molded not only his athletic abilities but also his character.

In his college years, Mr. Vasilovich met the love of his life, marrying her in 2003. The couple's shared entrepreneurial spirit culminated in the establishment of Fusion, LLC, a successful gymnastics and cheerleading training center they operated for 14 years.

Mr. Vasilovich's passion for performance extended beyond sports. He ventured into acting as early as 1986. He was featured in the community theatre musical "Anything Goes". This sparked a lifelong love for the performing arts, leading to a principal role in another community theatre play, "On Walden Pond", in 1987. Those early roles on stage evolved into opportunities in front of the camera in the 2004 film "Bring It On Again" and an ESPN College Game Day commercial in 2003.

His enterprising nature also led to the establishment of multiple businesses. With a BA in Marketing from Fresno State University, Mr. Vasilovich started ventures in music editing, marketing, and business development for real estate and commercial

lending companies. These endeavors showcased his skills in music editing and engineering, capital investment, fundraising, entrepreneurship, and business development.

In the later years of his career, he leveraged his wide range of experiences to pursue screenwriting and producing. He co-wrote and created “That's The Spirit”, a 94-page screenplay in 2016, and “Rhino”, a 105-page screenplay in 2021. His most recent achievement was producing the international documentary “Beautiful Life of Women” in the same year.

Adam Vasilovich's story is a multifaceted journey of an athlete turned actor, entrepreneur, and producer. His life is a compelling narrative of the pursuit of various passions, resiliency in the face of challenges, and the drive to make meaningful contributions across diverse fields. This is why he has been hired as a producer on the feature film *Dental Plan*.

Consultants

JOHN W. CONES

Attorney/Author/Lecturer
Counsel to LLC Manager

John Cones is a securities/entertainment attorney licensed to practice in the states of California and Texas. His primary area of expertise is federal and state securities compliance for entertainment oriented business plans, limited partnership, limited liability and corporate stock offerings providing financing for feature films, Internet companies, television pilots, live stage plays, documentaries and infomercials. Mr. Cones has worked in that area of the law for 23 years in Los Angeles and has participated in the production of the required disclosure documents for more than 250 securities offerings, including 180 film offerings. Some 62 independently produced feature and documentary films have been developed, produced or distributed as a result of those investor offerings. Mr. Cones has lectured on film finance topics throughout the United States and is currently conducting a national “film finance” lecture tour.

He has authored eighteen books relating to the business and legal affairs side of the Hollywood-based U.S. film industry, including: *Dictionary of Film Finance and Distribution – A Guide for Independent Filmmakers* (Algora Publishing, 2013), *Film Industry Contracts* (self-published, 1993), *43 Ways to Finance Your Feature Film, Third Edition* (Southern Illinois University Press, 2007), *The Feature Film Distribution Deal--A Critical Analysis of the Single Most Important Film Industry Agreement* (SIUP, 1996), *Hollywood Wars – How Insiders Gained and Maintain Illegitimate Control Over the Film Industry* (Marquette Books, 2007), *Introduction to the Motion Picture Industry – A Guide for Students, Filmmakers and Scholars* (Marquette Books, 2008), *Patterns of Bias in Hollywood Movies* (Algora Publishing, 2012) and *Business Plans for Filmmakers* (SIUP, 2010). Mr. Cones has also authored more than 30 articles about film finance and the film industry. Many of those articles are posted online at his website (www.filmfinanceattorney.com).

Mr. Cones is the recipient of the 2021 Texas Star Award, given by the Entertainment Law Section of the State Bar of Texas for his contributions to the field of entertainment law. In 2023 he was named one of LA’s Top Ten Attorneys by the Power Agent magazine. He is a graduate of the University of Texas at Austin (Bachelor of Science in Communications '67 and Doctor of Jurisprudence '74) and currently maintains his law practice in Houston, Texas.

Description of Property

Neither the LLC Manager nor the LLC own any principal plants or other materially important physical properties. As noted elsewhere herein, the Manager proposes to conduct the LLC’s business from space at 1043 East Santa Anita Avenue, Burbank, California 91501. Production offices for the Film may be established elsewhere as needed.

Plan of Operations

The Dental Plan Film Management, LLC intends to finance the production of a single feature film (“Film” or “Picture”) with an overall estimated Minimum production budget of **\$3,000,000** (including Offering expenses) and a Maximum production budget (including Offering expenses and marketing costs) of **\$5,000,000**. The Offering is a mini-maxi Offering with a \$3,000,000

Minimum and \$5,000,000 Maximum. The Manager is not authorized to use Investor funds until the Offering Minimum is achieved. The Minimum plus Deferments, if any, will allow the LLC to acquire the Script, produce the Film on a restricted budget and market the Film to potential distributors. The Maximum plus Deferments, if any, will allow the LLC to acquire the Script, produce a higher quality film (using advanced technologies, better talent, additional filming days and an improved music score).

Deferments of some or all of the budgeted salaries of creative personnel and others providing goods or services used in the production of the Picture may be used in conjunction with the Offering proceeds. Such Deferments are not paid out of Offering Proceeds but out of the Film's revenue stream, if any (see definition of "Deferments" in the LLC Operating Agreement, Exhibit "A" and additional discussion at "Estimated Use of Proceeds").

It is the opinion of the Manager's owners that the Offering proceeds will satisfy the LLC's cash requirements to produce its stated objectives, and that it will not be necessary to raise additional funds beyond the Offering Maximum. The proposed Film is designed for release to markets and media throughout the world. The Picture is expected to receive an MPAA rating of "PG-13".

The balance of this Plan of Operations provides information relating to the nature of the story told, the Script rights, the details of production plans (including a timetable) and the plans for marketing and distribution of the Film. Should the Film be completed and obtain distribution, it is anticipated that the Film will generate revenue for the LLC and its Members through a possible distributor advance as well as an ongoing percentage participation in the Film's earnings in each market and media in which it is exploited (see discussion relating to "Marketing and Distribution" below, as well as the discussion contained in "MOTION PICTURE INDUSTRY OVERVIEW").

Neither the LLC Manager nor the proposed LLC are currently in any preliminary contact or discussions with, and neither has any present plans, proposals, arrangements or understandings with any representatives of the owners of any business or company regarding the possibility of any acquisition, merger or joint venture transaction.

Script Synopsis – *Dental Plan*

So, this young couple comes up with a totally wacky plan to swindle a dentist out of his life savings. The scheme involves VAL, a girl who is supposed to seduce and marry Hal, the unsuspecting dentist. ERIC, Val's supposedly unemployed tech genius boy friend, hatches the con, and she vouches for his character even though the DEA and FBI are investigating him.

As the Christmas holidays approach, Hal and Val start to hit it off. They go on trips and dine at fancy restaurants, with Eric working behind the scenes to push their romance along. But things start to get a bit complicated when NANCY, Hal's retired scientist mother, starts to develop romantic feelings for Eric, who is always on the lookout for his next big hustle.

Things really start to heat up during a Christmas vacation ski trip when Eric convinces Val to pretend she's pregnant from their first date. So Hal, out of honor, arranges a rush wedding with Val at the ski resort. Eric, however, sees an opportunity to kill Hal on the slopes and take his portfolio through Val's inheritance.

After the wedding, they all decide to live together at Hal's house. Val starts to develop real feelings for Hal, but she can't help but wonder about the mess Eric has dragged her into. And as for Eric? Well, let's just say he's consumed by greed and has some seriously murderous intentions. Sounds like a wacky film, doesn't it?

Script Rights – The Script for *Dental Plan* was written by Tim Bragaw and Jeremiah LaBrue. The Script was registered with the U.S. Copyright Office on May 18, 2023 (#1-12581812781). After the closing of the Offering, certain movie and related rights to the Script will be transferred from the owner to the Manager, which, in turn, will assign those same rights to the LLC, upon formation. A Short Form Assignment similar to the example provided at Exhibit "C" will be recorded in the U.S. Copyright Office as evidence of the transfer of rights.

Target Audience – Dental Plan is intended to be a so-called “two-quadrant film” with enough action to attract a primary audience of males and interesting characters to make females want to promote the film word of mouth. The Producers will seek to have the film distributed worldwide, but it is projected to have the bulk of its financial success in English-speaking territories. The “niche” groups the Film is expected to reach include an estimated 10 million worldwide, 210 million Americans age 18+, 44 million British, Irish and Welsh age 18+ and 20 million Australians age 18+.

Production Strategy – The Minimum plus Deferments, if any, will allow the LLC to acquire the Script, produce the Film on a limited budget and market the Film to potential distributors. The Maximum plus Deferments, if any, will allow the LLC to acquire the Script, produce a higher quality film (using advanced technologies, increased levels of talent, additional filming days, improved music score) and market the Film more aggressively to potential distributors. The Producers intend to limit Deferments to not more than \$200,000.

The production of the Film will be divided into three main phases: pre-production, principal photography and post-production. Preparation for filming will involve selecting each member of the cast and crew, scheduling each day of production, constructing sets and costumes, and negotiating arrangements with suppliers of equipment and facilities.

Locations and Logistics – Prior to the commencement of pre-production, the Film's director, Producer and cinematographer will scout locations, pre-cast and secure deals with post-production entities, equipment rental houses and studio/sound stages, if necessary. Production locations are tentatively set in and around Los Angeles, California.

Casting – Recognizing the success of films such as *Safety Not Guaranteed* with Mark Duplass, *The Lobster* with Colin Farrell and *What We Do in the Shadows* with Taika Waititi and Jemaine Clement, we are inspired to cast *Dental Plan* with actors who can authentically bring their characters to life, regardless of their current recognition level. This approach, favoring talent and fit over fame, opens a diverse pool of potential actors for the LLC's Film, reminiscent of François Cluzet's role in *The Intouchables*. The Producers plan to prioritize talent scouting and open casting calls to discover unique and capable performers for *Dental Plan*, underlining their belief that compelling storytelling and performances are central to the Film's success.

The Producers hope to attract a name actress for the character Nancy based on the strength of the role – an older actress who is only getting offers for “mother” or “grandmother” who wants to do something fun and empowering, and relatable to women over 65. For the lead role of Hal, the Producers intend to cast an actor with major credits. Although no commitments have yet been made, an actor like Colin Jost, for example, is not a big star, but he is recognizable from his work on Saturday Night Live and has a following. The Producers intend to cast unknowns for 2 of the 4 lead roles.

The Producers have identified several possible choices for specific roles and will hire a casting director during pre-production to communicate directly with their agents. Through their casting, the Producers hope to target major film territories that may yield the greatest returns in terms of sales and distribution. Based upon their experience with independent films, the Producers have found that even with a low budget, it is possible and reasonable to expect to attract experienced actors with enough name recognition to attract or add value in distribution.

Crew – While the key position of director of photography may travel with the production, the majority of other key positions, such as production designer and editor, and below-the-line crew for *Dental Plan* will consist of local hires in the Los Angeles area.

Digital Workflow -- Principal photography is planned to be shot in a 6k format on a Sony Venice 2 camera.

Principal Photography and Post Production -- The filming of *Dental Plan* is scheduled to last approximately 12 weeks or 53 Shooting Days, and will begin following approximately 4 months of pre-production. The Producers are currently gathering recommendations relating to the choice of post-production/finishing facilities. During the Post Production phase, the Film will be edited, the soundtrack will be built up, the Film will be scored, titles and effects added and ultimately the digital intermediate will be conformed and color corrected before being used to render the digital master, from which any required formats can be created for distribution or delivery.

Production Schedule and Timetable

The following is the preliminary schedule of events and expenditures for *Dental Plan*:

Pre-production -- 2 months

Active pre-production commences with the successful funding of the project. Thereupon, a skeletal staff of key personnel will begin the preparations for the production. The purpose is to organize and prepare for principal photography. Approximately 20% of the budget is used during pre-production.

To be accomplished:

- Hire crew
- Finalize casting
- Lock in production schedule
- Lock in all locations
- Secure equipment
- Begin initial publicity

Principal Photography/Production -- 12 weeks or 53 shooting days

Production or principal photography begins when shooting actually starts. At this point the entire crew is employed on the film, and is traveling or working according to need. Approximately 60% of the budget is used during production.

To be accomplished:

- Meet each day's production needs, in terms of equipment, actors, crew, lodging, food, supplies, locations, effects, construction, etc.
- Transfer and conversion of High Definition files (or processing of film negative)
- Begin assembling film footage
- Cut a trailer to initiate industry attention

Post-Production -- 6 months

Post-production commences upon the completion of principal photography. Production personnel are released and equipment is turned in. During Post-Production the Director supervises the editor's "cutting" of the Film and it is readied for presentation and distribution.

To be accomplished :

- Editing of the Film
- Edit sound
- Create and integrate visual and sound effects
- Compose, record and edit score
- Shoot any required pick-up shoots, or re-shoots
- Re-record any necessary dialogue
- Create main and end titles
- Spot music and sound effects
- Mix music, sound effects and dialogue
- Color time (color correct) the film
- Create digital master
- Submit *Dental Plan* to film festivals and markets

Marketing and Distribution

The Producers of the LLC's Film believe that the key to selling an independent film is to do so when its value is at its greatest. Thus, they intend to hold off until after the project is completed. The goal of the LLC's marketing strategy is to promote the Film to potential distributors both through film festivals and markets in order to sell the distribution rights outright. The

LLC's first priority is to secure a single worldwide or major market distributor. In lieu of this approach, the LLC will then consider market-by-market sales.

Sales Strategy – The Producers' goal throughout all phases of the production will be to produce a top quality motion picture competitive with the best in the industry while maintaining strict cost control. Ultimately, the Producers intend to make the LLC's Film known to all distributors with the capability to market the Film with the specialized attention and care necessary to maximize potential revenues. In order to achieve this, the Producers intend to do one or more of the following:

(1) Establish and maintain an ongoing dialogue with potential distributors throughout the Film's production and post-production period;

(2) Possibly employ the services of a producer's representative if the Manager's owners feel such a producer's rep can negotiate more advantageous deals with a distributor for the domestic, foreign and media markets;

(3) Offer private screenings of the finished Film to distributors;

(4) Seek to enter the LLC's Film in film festivals in order to generate positive word of mouth and critical "buzz."

(5) Create a website for the LLC's Film where the Manager can engage in preliminary promotional activities to build awareness for the Film, targeting both the trade and potential viewers (e.g., run trailers, interviews with performers, show behind the scenes footage, and/or hold contests geared to the Film's demographic); and

(6) Actively create industry "buzz" once accepted to a major festival. The Producers intend to send out press kits with publicity stills, actor head shots, a synopsis, biographies of key persons, "making-of" blurbs, and possibly a trailer, teaser, or poster to selected distributors seeking to make them aware of the Film's festival screenings. The Producers will also submit press kits to the local media and seek positive reviews from such papers. The intention is to create "buzz" about the Film before the festival begins in an attempt to sell out the festival screening and have as many distributors as possible in the theatre. The Producers believe that having a screening at a festival sometimes is not enough, that it is the quality of the screening that counts.

In addition to the marketing campaign that a distributor (if any) will set into motion, the Producers of the LLC's Film also intend to engage in so-called independent "guerilla" marketing. After production is completed, the Producers will begin to publicize the Film online, as well as through various industry publications including www.Tailslate.net, *Independent Film Magazine*, *Filmmaker Magazine*, *MovieMaker Magazine*, *The Hollywood Reporter*, *VideoMaker Magazine* and *Variety*. The Producers will also seek to publicize the Film through various genre-specific media outlets.

Given the content and the anticipated execution of the LLC's Film, the Producers feel the Film will attract attention from various distributors for a number of reasons, including:

1. **Genre** – The Producers of the LLC's Film intend for the project to fall within the comedy/adventure/crime film genre, thus providing wide appeal wrapped into a speciality independent picture. They believe that this film type enjoys worldwide distribution demand and according to the statistics of the American Film Market, this genre has consistently accounted for a significant percentage of market share. The Producers believe that such movies are especially appealing to distributors because this genre has a track record of performing well in the ancillary markets. While box-office revenues can account for a significant percentage of a film's gross revenues, a wide theatrical release can be difficult to achieve. Thus, the Producers believe that producing a film that may perform well in ancillary markets is an essential strategy. This is also something distributors keep in mind when searching for films to acquire.

2. **Style** – The independent market welcomes unconventional story elements like unusual characters and unique aesthetics now more than ever. Even mainstream audiences have found themselves leaning to stories that challenge them on a structural level. The Producers believe that the LLC's Film uses many stylistic elements that are now considered fashionable and marketable to distribution companies.

3. Low Costs -- Many production entities and distributors consider the low budget category of films to be in the \$5 to \$15 million range. With the Producers' plans to shoot in cost effective locations which may offer tax incentives or rebates to independent film producers, added to the Producers' extensive experience working with restricted budgets in making independent films, the Producers believe they will be able to realize a high quality end product while operating with a low to moderate budget.

The Producers believe that such arrangements will enable them to engage in and attract attention from various distributors because they expect the LLC's Film will be able to compete with films produced on studio inflated budgets.

On the other hand, no assurances can be provided that the Producers will be able to enter into any arrangement with any distribution company for the Film or that the Film will be accepted into any film festivals. In general, the availability of film release slots on distributors' schedules for so-called "acquisitions" are limited, however, once the Film has been completed, assuming it is a quality film, there is less risk for a distributor than a film that has been pre-sold. Thus, again assuming the Film is a quality motion picture, an independent producer may be able to negotiate more favorable terms by waiting to make a distribution deal after the Film has been completed.

Distribution Options

No two distribution deals are exactly alike, a statement that holds true for any business, and the motion picture industry is no exception. Following are several possible scenarios for selling an independent film.

Studio Distribution – It is possible that independently produced feature films like the LLC's Film could be acquired for distribution by a major studio/distributor. All marketing and distribution decisions are then made in-house at the studio which sends out promotional and advertising materials, arranges for screenings of the films and makes deals with domestic and foreign distributors. For the foreign markets, studios have offices around the world either singly or with other studios, to distribute their films in other countries. The studio acquires (or licenses) the copyright, which it licenses to the foreign distributor for a specific length of time. Once the studio receives its share of the box office grosses from the exhibitors, the distribution arm will charge a distribution fee that can range from 30-40%. The studio then takes the entire fixed cost of the distribution division and applies a portion of it to each film, often around 12% of the studio's share of its gross receipts. They also charge for the cost of advertising, prints and other distribution expenses. Although these numbers sound high, there are some advantages to studio distribution. The studios have the ability to put thousands of digital prints of one film in circulation on opening weekend. Its own channels of distribution are manifold. The studio has the financial resources to inundate television and the press with ads, and it has significant clout in getting placements for producers, directors, and actors on early-morning and late-night national interview shows.

Studio Advance, Buy-Out or Guarantee – Some independent films acquired by studios, studio subsidiaries or independent distribution companies receive an advance or guarantee against future proceeds. In 2001, indie horror film *Cabin Fever* premiered at a Midnight Madness screening at the Toronto International Film Festival, where it was bought by Lions Gate for \$2.5 million. In 2002, the indie film *Better Luck Tomorrow*, reportedly produced for a mere \$150,000 was acquired for a theatrical release with a \$1,000,000 advance from MTV Films. And in 2007, Magnolia Films paid a reported \$2 million for rights to the horror film *The Signal*, after its screening at Sundance. In 2010, Focus Features reportedly paid an advance of \$4.8 million for the rights to distribute *The Kids Are All Right*, which was reportedly produced for a budget of \$4 million. In 2013, Fox Searchlight reportedly paid an advance of \$9.75 million for the rights to distribute *The Way Way Back*, an independent film with a reported budget of \$5 million. Other more recent examples of distributor advances paid to acquire rights to distribute a film include:

2016	<i>Manchester By The Sea</i>	\$15,000,000
2017	<i>The Big Sick</i>	\$14,000,000
2017	<i>Patti Cake\$</i>	\$10,000,000
2020	<i>Palm Springs</i>	\$22,000,000
2020	<i>Uncle Frank</i>	\$10,000,000
2021	<i>Passing</i>	\$15,000,000
2021	<i>CODA</i>	\$25,000,000
2022	<i>Cha Cha Real Smooth</i>	\$15,000,000

2023	<i>Fair Play</i>	\$20,000,000
2023	<i>Flora and Son</i>	\$19,000,000

The vast majority of independently produced feature films, however, are not picked up for distribution by a major studio/distributor (or subsidiary), thus no such studio advances, buy-outs or guarantees are always available. NO ASSURANCES CAN BE PROVIDED THAT THE RIGHTS TO DISTRIBUTE THE LLC'S FILM IN ANY MARKET OR MEDIA WILL BE ACQUIRED BY ANY DISTRIBUTOR.

Independent Distribution – Independent distribution is similar to studio distribution but independent companies typically release fewer movies each year (per distributor) therefore they are presumed to be able to spend more time on providing individual attention to a motion picture's release. They also have expertise in marketing films that are smaller in scale with less "marquee" value and the patience to not give up on a film as quickly as some of the major studio/distributors. The fee an independent distribution company takes will depend largely on their involvement in the film, how large a risk they are taking and how badly they want to distribute the film. The amount of risk is primarily related to the amount of money the distribution company pays out of its pocket. The more up-front expenses it has to assume, the greater the percentage of incoming revenues it will seek. Their distribution fees apply only to the revenues generated by the distributor's own agreement (i.e., if they are not the foreign distributor they do not share in the foreign profits). When an independent distributor acts in the same way a studio would (i.e., advance all the up front costs or prints and advertising) the distribution deal often provides for a 50/50 split of net profits between the producer and distributor. But unlike a studio, which typically deducts any distribution costs off the top or takes their 30-40% of the domestic gross box office rentals and deducts the distribution expenses from the producers' share, an independent distributor may split the distribution expenses equally between themselves and the producer.

Foreign Sales – It is common for a producer to make distribution deals with separate distributors for domestic and foreign releases. In order to reach a foreign distributor a sales agent is usually employed. A sales agent is more likely to secure a foreign distribution for a film if there is already a deal for domestic theatrical release already in place, but, as discussed in the Distribution section, a domestic theatrical release is not necessarily an indicator of a film's eventual success overseas. Sales in foreign countries center around the international markets: the European Film Market (in February), the Toronto International Film Festival (in April), the MIF or Marche International du Film held in Cannes, France concurrently with the Cannes International Film Festival (in May), MIFED (Mercato Internazionale Filme e Documentario) held in Milan, Italy (in October) and/or the American Film Market (AFM) held in Santa Monica, California (in November). Distributors come to these markets from around the world to view films. Sales to foreign distributors usually involve an advance against a percentage from the territory for which the sale is made. Currently there are about forty territories worldwide, but less than ten that will be financially significant for a film.

How Territorial Sales Work – Basically, buyers will offer to pay the distributor a "flat fee" for the right to distribute the film in their country. The filmmaker is paid upon delivery of the film. The territorial distributor will pay for all language dubs and duplicate and market the Film in their country. In rare cases, a filmmaker may also get a back-end bonus on ancillary sales put into the distribution agreement. But, it's almost impossible to get a distributor in another country to pay those bonuses.

Rent-A-Distributor – Although the Producers of the LLC's Film do not intend to utilize this specific distribution strategy, it may be available under some circumstances. Somewhere between turning your film over to a distributor and four-walling (i.e., renting the "four walls" of a theatre to promote and exhibit a movie) falls a practice known as renting-a-distributor. The producer puts up the money for all film prints and advertising and rents a distributor's in-place distribution and collection system. The producer usually pays 12.5% to 17.5% of the gross film rentals (the box office receipts received by the distributor), which is far less than a producer gives up when a distributor risks money in advances, guarantees and the cost of an advertising campaign. The producer retains control over the marketing and advertising of a campaign. The distribution company provides its internal system, which includes in-house bookers to book the film into the theatres, a bookkeeping system to keep track of the money and follow up on receivables. A major studio will typically get a much faster response from a theatre chain on an overdue account than a single producer. The "rented" distributor will often take care of preparing and shipping publicity material and film prints although the producer will typically cover the cost.

Markets – There are multiple markets and media from which a producer of a completed motion picture can seek to generate revenue. These include: domestic and foreign theatrical, the home video market, foreign and domestic pay, cable and syndicated television, network television, the newly emerging internet/broadband audience, as well as ancillary distribution to airlines, hotels, military services, educational institutions, churches and other non-theatrical venues. Revenue may also be derived from rights such as the creation of books, novelization of the screenplay, published music, soundtrack albums and merchandise. The Manager will attempt to generate revenues from all ancillary rights held by the LLC (for a more detailed description of each market, see “MOTION PICTURE INDUSTRY OVERVIEW”).

These markets and media may be handled by a single distributor or the Producer may elect to seek separate distributors who specialize in various markets and media. In the event that sufficient funding is raised, the Producer may also seek to arrange for a so-called Rent-a-Distributor deal. The Producer plans to approach such prospective distributors with a completed or nearly completed film, thus potentially maximizing the LLC's bargaining position with respect to negotiating the terms of distribution arrangements.

The terms of agreements between feature film producers and distributors vary widely depending on the perceived potential of a film and the relative bargaining strength of the parties. Customarily, a distributor will advance funds to the production company for the right to distribute its film and will agree to expend a minimum amount for prints and advertising. An advance or guarantee may range from a token fee, to an amount in excess of the entire production cost. The distributor ordinarily requires that all its advances and expenses be recouped before percentage participation monies are returned to the production company. The advertising costs plus the costs of publicity, print purchases, shipping, accounting and collecting are customarily deducted, along with a distribution fee, by the film distributor from gross film rentals. For films such as the LLC's Film the costs incurred by a distributor to market and promote each film may be equal to, or often exceed the cost of production.

Distributor Revenue Streams – The following chart presents the estimated revenue shares for each form of distribution of films for the year 2023.

**Estimated Distributor Revenue Streams
(expressed in millions and revenue stream percentage)**

<u>Revenue Sources</u>	<u>2023</u>	<u>%</u>
Domestic (North America)		
Theatrical Rentals	6,701	9.18%
Home Video	15,961	21.87%
Broadcast Networks	375	0.51%
Pay Television	3,227	4.42%
Syndicated Television	227	0.19%
Basic Cable	4,316	5.91%
Merchandising/Licensing	1,602	2.19%
PPV//VOD/DVOD and Live Streaming	2,266	3.10%
Hotel/Airlines/Military/Other	131	0.18%
Total Domestic	34,806	47.55%
Foreign/International		
Theatrical Rentals	8,459	11.59%
Home Video	17,666	24.20%
Network TV/Syndication	4,637	6.35%
Pay Television	4,128	5.55%
Merchandising/Licensing	2,389	3.27%
PPV/Hotel/Airline and Live Streaming	906	1.24%
Total Foreign/International	38,185	52.20%
TOTALS	72,991	99.75%

The data in the above chart has been calculated based on information from a variety of industry sources including *Variety*, Box Office Guru, IMDbPro, The Numbers and Box Office Mojo.

Theatrical Release Strategy – In order to generate the highest possible box office gross in the first weekend, big budget studio pictures usually rely on a blitzkrieg release strategy, with massive advertising and media spending, and often a thousand or more prints of a film in circulation. Independent or specialty films usually employ a much different model. Primary among these is the so-called Platform Release, whereby a film is released slowly, with a limited number of prints, in a limited number of cities, in order to build critical acclaim and word-of-mouth. As the film finds its audience base, the scope of distribution gradually expands, adding cities and theatres to meet demand. This method is the most common for specialty theatrical film distribution and the one the Manager expects will most likely be employed for films like the LLC’s Film. If the Film successfully obtains distributors, the Producer will make every effort to work together with these distributors to devise the optimal release pattern within all applicable constraints.

Since it may be necessary for an “indie” to make separate European/International territorial distribution deals, these territories may see sequential distribution releases, which may take place over a 12-month period following the Film’s domestic theatrical release.

Domestic Theatrical Distribution – Assuming the Producer completes the Film, the Manager plans to hold onto all distribution rights until the Picture is completed. The Manager will most likely license domestic rights to an independent or studio-affiliated specialty distributor, but if the opportunity arises, will also consider major studio/distributors. If the Manager is able to select among multiple proposals for domestic distribution arrangements, its management will consider numerous factors, including: amount of advance, if any, the distributor's reputation, the distributor's enthusiasm for the Picture, the distributor's proposed marketing campaign, print and ad commitments and the distributor's willingness to allow the Producer to contribute to the formation of the marketing campaign. In the unlikely event that the Manager has the opportunity (or are required by circumstances) to parcel out rights in domestic media to multiple distributors, the Manager will seek to maximize the value of each right in the Film. The most likely scenario for this occurrence would be if the Manager was not able to secure a theatrical release for the Picture. In such event, the Manager might still have the opportunity to license video, television and other U.S. or foreign rights to separate distributors.

The Internet and Broadband Access – In addition to the above mentioned ancillary markets, there is also a newer distribution model within the context of filmed entertainment. Technological advances such as digital satellite transmission, cable modems and DSL, all geared to high speed broadband Internet access, are providing another avenue for audiences around the world to view their entertainment product. Already numerous well-financed online entities are actively distributing or streaming media entertainment content over the web.

The LLC’s Film can be released and distributed as a theatrical quality, full-length motion picture over the Internet, on a global basis, essentially by-passing traditional distributors, with their high costs and fee structure. The advantages are clear: the potential for global distribution and worldwide release, content immediately available for repeated viewings, no print costs, no shipping costs and instantly verifiable next day collections. Plus, the ability to better target the Film's potential audience, as well as run trailers and online promotion, twenty-four hours a day, seven days a week, without costly network television media buys. The challenge is to get people to the site and motivate them to pay for the viewing.

Intense competition has emerged among companies in the streaming sector. Each is trying to establish a recognizable brand in the Internet entertainment space and this competition has led to increased distribution opportunities, and a new class of buyers to whom independent producers may license their product. As a result, the Producer believes that independent feature filmmakers and their investors, at least in the near-term, are likely, if they make a deal with a streaming service, to retain greater leverage and creative control over how their films are marketed and released, and, in the process, reap higher profits from the intellectual property they create. However, given rapidly changing technological developments and shifting consumer tastes, it is not possible to predict with any certainty, what effect, if any, this or other new distribution channels will have on potential overall revenue for feature length motion pictures.

Box Office Comparables

The film descriptions appearing below provides information relating to other films the Manager's owners and the Film's Producers believe are similar in some respect to the LLC's Film (i.e., similar genre, budget or target audience). The worldwide box office gross estimates is listed to provide the prospective investor with a relative perspective on the films' comparative performances. Some of these films garnered their dollars from a relatively small number of screens while others played much wider. Some received only perfunctory theatrical releases designed to trigger video/DVD, TV and foreign sales (see "DESCRIPTION OF BUSINESS – Market Overview/State of the Industry). Again, only the worldwide box office revenues are shown here (i.e., the information does not reflect revenue from ancillary markets). NO ASSURANCES CAN BE PROVIDED THAT THE LLC'S FILM WILL PERFORM AS WELL AS ANY OF THE MOTION PICTURES LISTED. [Sources: Box Office Guru, IMDbPro, The Numbers and Box Office Mojo]

1. *The Big Sick* (2017) -- Directed by Michael Showalter. Budget: \$5 million. Tagline: "An Awkward True Story". Worldwide box office gross: \$56 million. Distribution: Amazon Studios/Lionsgate.
2. *Sorry to Bother You* (2018) -- Written and directed by Boots Riley. Budget: \$3.2 million. Tagline: "Destiny Is Calling". Worldwide box office gross: \$17 million. Distribution: Annapurna Pictures.
3. *Chef* (2014) -- Written, directed and starring Jon Favreau. Budget: \$11 million. Tagline: "Starting from scratch never tasted so good". Worldwide box office gross: \$46 million. Distribution: Open Road Films.
4. *Little Miss Sunshine* (2006) -- Directed by Jonathan Dayton and Valerie Faris. Budget: \$8 million. Tagline: "A family on the verge of a breakdown". Worldwide box office gross: \$100 million. Distribution: Fox Searchlight Pictures.
5. *The Best Exotic Marigold Hotel* (2011) -- Directed by John Madden. Budget: \$10 million. Tagline: "The most exotic Marigold Hotel yet". Worldwide box office gross: \$136 million. Distribution: Fox Searchlight Pictures.
6. *The Intouchables* (2011) -- Directed by Olivier Nakache and Éric Toledano. Budget: \$9.5 million (approximately \$11 million). Tagline: "Sometimes you have to reach into someone else's world to find out what's missing in your own". Worldwide box office gross: \$426 million. Distribution: The Weinstein Company (International).
7. *The Inbetweeners Movie* (2011) -- Directed by Ben Palmer. Budget: \$3.5 million (approximately \$4.5 million). Tagline: "This Summer, four boys become men". Worldwide box office gross: \$82 million. Distribution: Entertainment Film Distributors.
8. *The Way Way Back* (2013) -- Written and directed by Nat Faxon and Jim Rash. Budget: \$5 million. Tagline: "We've all been there". Worldwide box office gross: \$23 million. Distribution: Fox Searchlight Pictures.
9. *Easy A* (2010) -- Directed by Will Gluck. Budget: \$8 million. Tagline: "Let's not and say we did". Worldwide box office gross: \$75 million. Distribution: Screen Gems.
10. *Cedar Rapids* (2011) -- Directed by Miguel Arteta. Budget: \$6.5 million. Tagline: "Today Is The First Day . . . Of The Rest Of His Weekend". Worldwide box office gross: \$6 million. Distribution: Fox Searchlight Pictures.

Financing Strategy and Financial Projections

The Producers for the Picture have chosen to finance the production through a limited liability company Offering. This structure offers flexibility in regard to Deferring pay to creative personnel and giving profit sharing incentives to Investors. The Manager is required to reach a minimum level of Offering proceeds before expending Investor funds for LLC purposes.

The Sample Revenue Projections appearing at Exhibit "C" are not necessarily based on conditions and courses of action which the Producers believe are necessarily the expected results of operations for the period projected. They illustrate what would happen if certain assumptions upon which the projections are based do occur. Some but not all of these assumptions are

based on projected figures for the year 2023 and beyond which have been prepared by third-party industry analysts. SUCH ASSUMPTIONS ARE KEY FACTORS UPON WHICH THE FINANCIAL RESULTS OF THE PICTURES DEPEND. SOME ASSUMPTIONS MAY NOT MATERIALIZE AND UNANTICIPATED EVENTS AND CIRCUMSTANCES MAY OCCUR SUBSEQUENT TO THE DATE OF THESE PROJECTIONS. THEREFORE, THE ACTUAL RESULTS ACHIEVED DURING THE PROJECTION PERIOD MAY VARY FROM SUCH PROJECTIONS AND THE VARIATIONS MAY BE MATERIAL (see “SAMPLE REVENUE PROJECTIONS” at Exhibit “C”).

NO REPRESENTATION OR WARRANTY IS TO BE INFERRED FROM SUCH PROJECTIONS. INVESTORS ARE URGED, THEREFORE, TO CONSULT THEIR OWN ADVISOR (WHOSE VIEWS MAY DIFFER FROM THOSE DESCRIBED IN THESE PROJECTIONS WITH RESPECT TO THE STATED ASSUMPTIONS OR PROJECTED NUMBERS). SPECIFICALLY, THE ASSUMPTIONS AND PROJECTIONS REGARDING THE AMOUNT AND TIMING OF DISTRIBUTIONS TO INVESTOR/MEMBERS MUST BE CONSIDERED OBJECTIVES. NO ASSURANCES CAN BE PROVIDED THAT SUCH OBJECTIVES WILL BE MET. THE “RISK FACTORS” SECTION OF THIS MEMORANDUM IS AN INTEGRAL PART OF THE SAMPLE REVENUE PROJECTIONS.

Manager Discretion Regarding Production and Distribution Matters

The Manager has reserved in the Operating Agreement the specific authority to enter into agreements on behalf of the LLC with motion picture or television studios, distributors or other third-parties pursuant to which the LLC in exchange for such studios', distributors' or other third-parties' assistance in financing, producing, distributing and/or otherwise exploiting the Picture may commit to pay such parties out of revenues generated by the Picture at a point in the Picture's revenue stream prior to the calculation of Distributable Cash. Such agreements may include but are not limited to flat fee arrangements, negative pickup deals or an outright sale of the Picture (see “OPERATING AGREEMENT” at Exhibit “A”), if in the judgment of the Manager, such a sale would be in the best interest of the LLC. In addition, the Manager has reserved the right (1) to seek the most advantageous distribution agreement for the LLC's Picture, (2) to modify the budget of the LLC's Picture to adapt to changing contingencies, so long as in the judgment of the Manager's owners such budget changes improve the LLC's ability to produce a better Picture, (3) to choose locations for shooting such movie other than the locations disclosed herein, (4) to enter into agreements on behalf of the LLC which provide that persons providing financing, rendering services or furnishing literary material or other materials or facilities in connection with the production, distribution or other exploitation of the Picture shall receive as salary or other compensation, Deferred amounts or a percentage participation in LLC revenue and (5) to pay Deferrals to Above-the-Line talent prior to Investor Recoupment. SUCH RELIANCE ON THE JUDGMENT AND DISCRETION OF THE MANAGER PLACES A GREATER EMPHASIS ON THE SKILLS AND JUDGMENT OF THE MANAGER AND ADVISORS AND THEREFORE MAKES IT IMPERATIVE THAT PROSPECTIVE INVESTORS CAREFULLY EXAMINE THE ABILITIES OF SUCH MANAGER AND ITS ASSOCIATES BEFORE CHOOSING TO INVEST IN THE OFFERING (see “People of Dental Plan Film Management, LLC” and “The Manager and LLC Management”).

OFFERING INFORMATION

Securities Being Offered

Description of Units – Units offered by means of this Offering Memorandum are interests in a California limited liability company to be formed upon Minimum funding. The Certificate of Formation for the LLC will be filed with the California Secretary of State when Minimum funding has been achieved. Such Units are being offered pursuant to the SEC's Regulation D, Rule 506(c), Section 4(2) of the 1933 Securities Act and provisions of the National Securities Market Improvement Act (NSMIA). No Unit will be assignable or transferable (except for certain gifts or upon death) without the consent of the Manager (see Article 8.1 of the LLC Operating Agreement at Exhibit “A”).

Management and Voting Rights – The rights of a Member and the Manager are summarized below, but more fully described in Article III of the LLC Operating Agreement appearing at Exhibit “A” to the Offering Memorandum, and such rights are controlled by said Agreement, the LLC’s Articles of Organization and the California limited liability company statute.

Percentage Interest – For voting purposes, the percentage of a Member or Manager’s interest will be set forth opposite the name of the Member or Manager (upon completion of the Offering) under the column “Member/Manager's Percentage Interest” in Appendix “A” to this Offering Memorandum at the end of the LLC Operating Agreement). In addition, with respect to allocations of Net Profits and Net Losses, the percentage of a Member or Manager's interest will also be set forth opposite the name of the Member or Manager in the designated column of Appendix “B” at the end of the LLC Operating Agreement), as such percentage interests may be adjusted from time to time pursuant to the terms of the LLC’s Operating Agreement. Percentage Interests will be determined, unless otherwise provided in the Operating Agreement, in accordance with the relative proportions of the Capital Accounts of Members and Manager, effective as of the first day of the LLC's fiscal year but with all distributions under Article VI to be deemed to have occurred on such day immediately prior to determination of Percentage Interest of a Member or Manager (see “LLC Operating Agreement” at Exhibit “A”).

Election of Manager – The election of the LLC Manager to fill the initial Manager position shall be by declaration set forth in the LLC Operating Agreement, and will be confirmed by the affirmative vote of a majority in interest of the Members. Item 3 (m) of the accompanying Subscription Application and Agreement provides that by completing such application and by signing it, the Prospective Purchaser is authorizing his or her vote to be cast by proxy held by the individual Lenore Cutler for the election of the Manager Dental Plan Production, to fill the initial Manager position of the LLC pursuant to the California LLC statute.

Meetings – (a) Meetings of Members may be held at any place in the Los Angeles area (or electronically by teleconference), selected by the person or persons calling the meeting or as may be stated in or fixed in accordance with the Articles of Organization or the Operating Agreement. If no other place is stated or so fixed, all meetings will be held at the principal executive office of the LLC. (b) A meeting of the Members may be called by any Manager, or by any Member or Members representing fifty percent (50%) or more of the interests of Members for the purpose of addressing any matters on which the Members may vote. (c) the Manager shall provide all Members within ten (10) days after receipt of said request written notice of a meeting to be held on a date not less than fifteen (15) days nor more than sixty (60) days after distribution of such notice. The scheduling of such meetings shall not interfere with the duties of the Manager or its owners in the production of the Film (see Article 7.13 of the LLC’s Operating Agreement at Exhibit “A”).

Rights of Assignee – An assignee, legal representative or successor in interest of a Unit Holder will be subject to all of the restrictions on a Unit Holder provided in the LLC Operating Agreement. An assignee of a Unit Holder's interest, or a portion thereof, who does not become a substituted Member in accordance with the provisions set forth in the LLC’s Operating Agreement will have no right to an accounting of LLC transactions, to inspect the LLC's books, or to vote on any of the matters on which a Member would be entitled to vote. Upon the giving of notice of the assignment to the other Members and the Manager, such an assignee will be entitled to receive only the share of LLC profits or other compensation by way of income, or the return of the assignor's contribution, to which the assignor would have been entitled (see Article 8.3 of the LLC’s Operating Agreement at Exhibit “A”).

Removal of Manager – The Manager may be removed, but only for good and sufficient cause, by a 95% vote of the Members without concurrence of the Manager at a meeting called expressly for that purpose. Any removal will be without prejudice to the rights, if any, of the Manager under any contract of employment, and if the original Manager is removed, all rights relating to the Screenplay (as contributed by the Manager to the LLC) will revert to the Manager. Upon the effectiveness of such removal, the Members may by the consent of a majority of the Unit Holders and the remaining Manager, if any, elect a successor Manager to continue the business of the LLC, or continue the business of the LLC with the remaining Manager acting in that capacity (see Article 8.8 of the LLC’s Operating Agreement at Exhibit “A”).

Events of Dissolution – The LLC will be dissolved at the time specified at Article 2.5 of the LLC’s Operating Agreement or upon the earlier occurrence of any of the following: (a) at the time specified in the Articles of Organization; (b) upon the happening of events specified in the Articles of Organization; (c) by the vote of a majority in interest of the Members,

(d) upon the occurrence of a Dissociation Event, unless the business of the LLC is continued by a vote of a majority in interest of the remaining Members within 90 days of the happening of the event, or (e) by decree of judicial dissolution pursuant to the California limited liability company statute (see Article 10.1 of the LLC Operating Agreement at Exhibit “A”).

Liability – No Unit Holder will be personally liable for any of the debts, contracts or other obligations of the LLC or any of the losses thereof, except to the extent of such Unit Holder's Capital Contribution, plus such Unit Holder's share of undistributed LLC income if any. When a Unit Holder has rightfully recovered the return in whole or in part of such Unit Holder's Capital Contribution, such Unit Holder will nevertheless be liable to the LLC for a period of one year thereafter for any sum, not in excess of such return with interest, necessary to discharge such Unit Holder's liability to all creditors who extended credit or whose claim arose during the period the contribution was held by the LLC. No Unit Holder will be required to contribute any amounts to the LLC except as provided for in the LLC's Operating Agreement (see Article 7.11 of the LLC's Operating Agreement at Exhibit “A”).

Terms of the Offering

Terms of Purchase – The purchase price for each LLC Unit (“Unit”) consists of a **\$100,000** cash payment. The Minimum purchase per investor is **one (1) Unit (\$100,000)**, except that at the discretion of the Manager qualified investors may be allowed to purchase less than the Minimum Purchase. The Minimum Offering Proceeds including Offering expenses is \$3,000,000. The Maximum Offering Proceeds including Offering expenses is \$5,000,000.

Investor Incentives – The following screen credits and other incentives are offered to the purchasers of multiple LLC Units:

Associate Producer: 3 Units Purchased (\$300,000)

- Offer of An Associate Producer credit in the Film's screen credits.
- Invitation to visit the set and watch behind-the-scenes as the Film gets made.
- Hang out with the cast and crew for 3 days during the production of the Film. The specific days will be chosen at the discretion of the Manager. The Manager reserves the right to limit access as per the dictates of set protocol and safety (travel and accommodations not included).
- A Digital Download of the Film.
- A signed poster by the principal cast and crew.

Executive Producer: 5+ Units Purchased (\$500,000 and above)

- Executive Producer credit in the Movie's screen credits.
- Invitation to visit the set and watch behind-the-scenes as the film gets made.
- Hang out with the cast and crew for 5 days during the production of the Film. This includes the opportunity to sit in the video village and observe the production close-up. The specific days will be chosen at the discretion of the Manager. The Manager reserves the right to limit access as per the dictates of set protocol and safety (travel and accommodations not included).
- Invitation to a festival screening.
- Two featured extra roles for the investor or relatives in a scene chosen by the Director.

- A Digital Download of the Film.
- A signed poster by the principal cast and crew.
- A signed copy of the Screenplay.

Executive Producer/Featured Player: 10+ Units Purchased (\$1,000,000)

- Offer of Executive Producer credit in the Film's screen credits.
- Invitation to visit the set and watch behind-the-scenes as the Film gets made.
- Hang out with the cast and crew for up to 10 days during the production of the Film. This includes the opportunity to sit in the video village and observe the production close-up. The specific days will be chosen at the discretion of the Manager. The Manager reserves the right to limit access as per the dictates of set protocol and safety (travel and accommodations not included).
- Invitation to a festival screening.
- On-camera speaking role offer for investor, friend, or relative.
- Digital Download of the Film.
- A signed poster by the principal cast and crew.
- A signed copy of the Screenplay.

Subscription Requirements – Each person desiring to become a Unit Holder must complete, execute, acknowledge and deliver to the Manager the executed copies of the Subscription Materials accompanying this Offering Memorandum. By executing the Subscription Agreement, the subscriber or Prospective Purchaser is agreeing that, if the Subscription Agreement is accepted by the Manager, such subscriber will become a Unit Holder and will be otherwise bound by the terms of the Subscription Agreement and associated Operating Agreement.

The Manager reserves the right, in the sole discretion of its owner, to reject any Prospective Purchaser's subscription in whole or in part and to allocate to any Unit Purchaser less than the number of Units applied for by such Purchaser (with a refund of any unused portion of the Unit Holder's investment). Subscriptions will be rejected for failure to conform to the requirements described in this Offering Memorandum, over-subscriptions to the Offering, or such other reasons as the Manager determines to be in the best interests of the project. A subscription may not be revoked, canceled or terminated by the Prospective Purchaser.

Availability of Subscription Funds – Funds received from accepted Prospective Purchasers for Units will be made available to the Manager for LLC purposes after the Offering Minimum is achieved. It is contemplated that the Offering will Close not later than **August 30, 2024** (unless extended by and in the discretion of the Manager).

Subscribers will be admitted as Members of the LLC as their subscriptions are accepted by the Manager. Subsequent subscriptions will be accepted or rejected by the LLC within thirty (30) days of their receipt; if rejected, all subscription monies will be returned to the subscriber within ten (10) business days.

Plan of Distribution of Units

The Offering will continue until the earlier of: (i) the date on which the Maximum of 30 Units have been sold and the Subscribers are accepted by the Manager; or (ii) the termination date of the Offering, (i.e., August 30, 2024), unless extended in the discretion of the Manager (see “OPERATING AGREEMENT”).

Subject to availability, there is no limit on the maximum number of Units that may be purchased by any Investor. However, the minimum purchase per Investor is one (1) Unit (\$100,000) except that in the discretion of the Manager qualified investors may be allowed to purchase fractional Units. Each Subscriber will be required to comply with the minimum purchase requirement and Investor Suitability Standards of his or her state or country of residence or, if such Investor's state or country of residence does not impose such standards or the LLC's standards are more strict, the minimum purchase requirement and the Investor Suitability Standards imposed by the LLC (see “REQUIRED NOTICES – Investor Suitability Standards”).

The full purchase price for each Unit is payable in cash at the time of subscription. A subscription is not subject to termination by the Subscriber. The Units are being offered on a “best efforts” basis through upper level management of the Manager. The upper-level management of the Manager may sell Units in the Offering so long as their activities are in compliance with Rule 3a4-1 of the Securities and Exchange Act of 1934. Thus, no transaction-related compensation will be paid to such individuals or entities for issuer sales. The Manager and its Affiliates are prohibited from directly or indirectly paying or awarding any fees, commissions or other compensation to any person engaged by a prospective purchaser for investment advice as an inducement to such advisor to advise in favor of the purchase of Units.

The Units are offered subject to the right of the Manager to reject, in whole or in part, any subscription and subject to the approval of certain legal issues by Securities Counsel and the satisfaction of certain other conditions.

Estimated Use of Proceeds

The Proceeds of this Offering will be used to pay the expenses associated with the organization and management of the LLC and the conduct of the Offering and to finance the production of the Picture as well as possibly a portion of the Film’s marketing and promotion. The table below sets forth the current estimated use of the Offering Proceeds upon the sale of the Minimum of 30 Units at \$100,000 per Unit (\$3,000,000) or the Maximum of 50 Units at \$100,000 per Unit (\$5,000,000). A portion of the savings reflected in the Minimum column may be achieved through the use of Deferments (i.e., the delay of payment of some or a portion of the budgeted salaries or other compensation to providers of goods or services in the production of the Film. Such Deferments are not paid out of the Film’s budget (i.e., the Offering Proceeds), but instead are paid out of the Film’s revenue stream, if any, (i.e., the LLC’s Distributable Cash), typically, after Investor Recoupment (although the Manager has reserved the right to pay deferments to selected Creative Talent prior to Recoupment). Parties agreeing to such Deferments assume the risk that they will not be paid. The amount of such Deferments do not vary with the amount of Offering Proceeds.

	<u>Minimum</u> ¹	<u>Maximum</u> ¹
Pre Production	\$ 4,950	\$ 4,950
Writing/Story Rights	\$ 151,727	\$ 202,685
Producer’s Unit	\$ 296,609	\$ 401,378
Director’s Unit	\$ 130,840	\$ 168,838
Talent	\$ 292,370	\$ 382,694
Travel and Living	\$ 23,705	\$ 95,229
ATL Fringes	\$ 60,676	\$ 157,692
TOTAL ABOVE-THE-LINE	\$ 960,877	\$1,313 466
Production Staff	\$ 145,390	\$ 289,128

Art Department	\$ 62,000	\$ 100,036
Construction	\$ 50,500	\$ 50,500
Set Dressing	\$ 10,000	\$ 10,000
Props	\$ 53,395	\$ 73,000
Special Effects	\$ 5,234	\$ 5,234
Set Operations	\$ 119,100	\$ 169,700
Lighting Department/Staff	\$ 60,040	\$ 97,042
Camera Department/Staff	\$ 272,211	\$ 468,803
Sound Department/Staff	\$ 92,603	\$ 126,500
Wardrobe	\$ 91,200	\$ 180,800
Makeup and Hair	\$ 80,539	\$ 186,000
Extras	\$ 105,500	\$ 157,000
Picture Vehicles and Animals	\$ 9,090	\$ 9,090
Transportation	\$ 77,100	\$ 155,237
Locations	\$ 30,200	\$ 89,000
Onset Editor and Data Wrangler	\$ 48,295	\$ 96,670
Tests	\$ 3,000	\$ 27,500
Stages/Facilities	\$ 33,000	\$ 135,000
Visual Effects	\$ 11,010	\$ 14,015
BTL Fringes	\$ 66,779	\$ 185,622
TOTAL PRODUCTION PERIOD	\$1,426,186	\$2,625,877
Editorial	\$ 101,153	\$ 188,800
Music	\$ 60,000	\$ 90,050
Post Production Sound	\$ 25,339	\$ 51,933
Post Production Fringes	\$ 22,104	\$ 32,654
TOTAL POST PRODUCTION	\$ 208,596	\$ 363,437
Insurance	\$ 28,309	\$ 54,202
Publicity	\$ 35,000	\$ 110,000
Legal/Union Compliance	\$ 50,000	\$ 55,000
Accounting and Payroll Services	\$ 135,032	\$ 140,032
Contingency	\$ 45,000	\$ 177,000
TOTAL OTHER	\$ 404,341	\$ 697,234
Total Above-The-Line	\$ 960,877	\$1,313,466
Total Below-The-Line	\$1,572,372	\$2,889,314
Total Above and Below-The-Line	\$2,533,294	\$4,202,780
Other	\$ 404,341	\$ 697,234
FILM BUDGET TOTAL	\$2,937,590	\$4,900,014
LLC Operating Expense	\$ 5,000	\$ 5,000
Marketing to Distributors	\$ 37,410	\$ 74,986
Offering Expenses ²		
Organizational ³	\$ 6,000	\$ 6,000
Syndication ⁴	\$ 14,000	\$ 14,000
TOTAL OFFERING EXPENSES (ceiling)	\$ 20,000	\$ 20,000
GROSS OFFERING PROCEEDS	\$3,000,000 ¹	\$5,000,000

Notes to Estimated Use of Proceeds: ¹Investor funds received by the Manager on behalf of the LLC are not authorized for use by the Manager for LLC purposes until the Offering Minimum is met. The Minimum plus Deferments, if any, will allow the LLC to acquire the Script, produce the Film on a restricted budget and market the Film to potential distributors. The Maximum plus Deferments, if any, will allow the LLC to acquire the Script, produce a higher quality film (using advanced technologies, increased levels of talent, additional filming days, improved music score) and market the Film more aggressively to potential distributors. If an amount less than the Maximum is raised, the Manager intends to exercise its discretion in determining how much to expend on the production of the Picture in each of the above listed cost categories, and determine in what categories Deferments will be required. Such Deferments, if any, will be paid after Investor Recoupment.

² Offering expenses for the Offering will be paid out of the Offering Proceeds but will not exceed \$20,000, thus a high percentage of the monies raised by virtue of the Offering will contribute directly to the quality of the motion picture which ultimately appears on the screen and its marketing. A portion of the Offering expenses will be used to create the LLC.

³ Please see the definition of Organizational Expenses in the Glossary of the Operating Agreement at Exhibit “A” (see “Manager and Affiliate Compensation” at “OFFERING INFORMATION”).

⁴ Please see the definition of Syndication Expenses in the Glossary section of the Operating Agreement at Exhibit “A”. The Manager’s upper level management plan to sell Units directly to investors and no transaction-related remuneration will be paid to such persons for the sale of Units (see “Plan of Distribution of Units”).

The Estimated Use of Proceeds of the Offering is intended to reflect the Manager’s best estimates of all costs of organizing the LLC, selling the limited liability company interests and producing the Picture up to and including the delivery of the required elements to the Distributor for the LLC’s Film. These estimates are made at the time of the preparation of this Offering Memorandum and are necessarily tentative ones. Other than as stated herein, the Managers make no representations with respect to the final cost of any items (including those specified above) relating to the production of the Picture. The Manager reserves the right to modify the budget of the LLC’s Picture to adapt to changing contingencies, so long as in the judgment of the Manager’s owners such budget changes improve the LLC’s ability to produce a better Picture.

Compensation of Manager and Affiliates

The following table summarizes the form and estimated amounts of compensation, fees and Percentage Participations to be paid to the Manager and its Affiliates. Such items have not been determined by arm’s-length negotiations (see “OPERATING AGREEMENT”). Other than as set forth herein, in the Operating Agreement and in the Estimated Use of Proceeds section of the Offering Memorandum, no other compensation or remuneration in any form is to be paid to the Manager or its Affiliates.

Organization Fee	The Manager has waived any right to receive an LLC Organization Fee for services rendered in connection with the organization of the LLC.
Reimbursement of Expenses	The Manager has advanced and will advance, during the course of this Offering necessary funds for LLC organizational and offering expenses and the Manager will be reimbursed for such expenses out of the Gross Offering Proceeds. Such reimbursement shall not exceed a ceiling of \$20,000.
Management Fee	The Manager has waived any right to receive an LLC Management fee for services rendered in connection with ongoing management of the LLC.
Interest in	The Manager will have no interest in Distributable Cash until the Members achieve

Distributable Cash	achieve Recoupment (125% of their Original Invested Capital) and then (after Deferments are paid) the Manager will have a fifty percent (50%) interest in Distributable Cash for the balance of the life of the LLC (10 years).
Interest In Tax Items	The Manager will have no interest in LLC Losses and tax deductions for federal income tax purposes until after the Member's capital accounts have been reduced to zero.
Film Budget Items	If the Offering Maximum is raised, each of the individual owners of the Manager of the LLC (Tim Bragaw and Lenore Cutler) will be paid \$75,000 out of the Film's budget for their services as Producers. In addition, Tim Bragaw will be paid \$120,000 out of the Film's budget as his share for the sale of the Dental Plan script rights to the LLC and \$155,000 for directing the Film. However, if less than the Offering Maximum is raised, such amounts will be reduced proportionately.

No other compensation in any form shall be paid to the Manager, or any of its Affiliates, except as set out above. At the conclusion of the LLC, however, all property rights and ancillary rights in the Picture shall revert to and be distributed to the Manager.

Allocations and Percentage Participations

LLC Gross Revenues – The total amount of revenue received by the LLC from all sources for LLC activities, including, but not limited to, all the revenues derived from distribution, exhibition and exploitation of the Picture, along with all forms of contingent compensation paid to the LLC as a result of the exploitation of the Picture in all markets and media, but not including any monies due to be paid to any co-financing entity.

Distributable Cash – For any distribution period, the gross cash revenues of the LLC (from the Film's various revenue streams) less the portion used to pay or establish reasonable reserves for all LLC expenses (including taxes), all as determined by the Manager. In this regard, LLC expenses include (i) all operating expenses of the LLC, including, if any, all remaining unreimbursed Offering expenses and expenses incurred by the LLC in connection with the distribution and exploitation of the Picture and the ancillary rights thereto; (ii) all costs of production of the Picture which have not been supplied by the LLC or by any pre-sales or other similar agreements (such as, for example, production funds obtained through loans or co-financing arrangements); and (iii) any deferments or third-party percentage participation commitments made by the Manager.

Member/Investor Recoupment – Percentage participation payments will be made to Members out of the Picture's revenue stream, as defined above. One Hundred percent (**100%**) of the LLC's Distributable Cash will be paid to the Members until such Members achieve Recoupment (i.e., defined as **125%** of their Original Invested Capital).

Distribution of Funds to Participants – Subsequent to Investor Recoupment, following the payment of Deferments, if any, and for the balance of the life of the LLC, the Manager will be paid fifty percent (50%) of the LLC's Distributable Cash and the Members will be paid fifty percent (50%) shared pro rata amongst them, for the balance of the life of the LLC (i.e., 10 years). The Manager plans to make quarterly distributions to Members of Distributable Cash beginning at the end of the first full calendar quarterly period following the release of the Film by the motion picture distributor. However, if in the judgment of the Manager there is an insufficient amount of Distributable Cash at the end of any given quarterly period to justify the preparation of investor checks in small amounts, such funds will be held over until sufficient amounts are available. Distributions of Distributable Cash may vary in amount depending on the amount of distributions the LLC receives from film distributors and the amounts to be deducted from such LLC Gross Revenues as per the definitions of such terms (see "OPERATING AGREEMENT--Glossary" and "RISK FACTORS").

Allocations Of Net Losses – The LLC will allocate net loss for each fiscal year one hundred percent (**100%**) among the Members until the Members' capital accounts have been reduced to zero. Thereafter all losses will be allocated to the Manager. On dissolution of the LLC, all items of income and loss will be allocated first to the Members' capital accounts as

set forth below and other credits and deductions to the Members' capital accounts will be made before final distributions are made. The LLC will make the final distributions to the Members and Manager in an amount equal to their respective positive capital account balances, thereby adjusting each Members' and Manager's capital account to zero.

By signing the Subscription Agreement, each Member consents to the methods described above and set forth in the Operating Agreement by which allocations of net income, net loss, tax credits and other items are made as an express condition to becoming a Member. In general, that portion of all items of income, gain, loss, deduction or credit allocable to the Members as a group for any year shall be allocated among them in the same proportion as the number of Units owned by each bears to the total number of Units issued and outstanding and owned by Members during the applicable year, unless otherwise required by law. Net income and net loss of the LLC will be allocated at the close of each fiscal year.

SUMMARY OF THE LLC'S OPERATING AGREEMENT

The LLC's Operating Agreement ("Agreement") accompanying this Offering Memorandum as Exhibit "A" contains (at Article I) a glossary of terms used in the Agreement and Offering Memorandum. The Agreement provides at Article II for the formation of the LLC, sets forth required filings, provides for the name of the LLC, its offices and establishes that the LLC may exist for ten (10) years. The Agreement also indicates that Dental Plan Production will be designated as the LLC's Manager and that the individual owner of the Manager Lenore Cutler will serve as the LLC's agent for service of process. Article III of the Agreement sets forth the purposes of the LLC and establishes its power to conduct its business. Article IV of the Agreement sets forth the Unit price and describes the capital contributions of the Members and Manager. This section also establishes the Maximum for the Offering and sets forth the Members' share of the LLC's revenue. This Article further establishes LLC policy relating to the withdrawal of capital and the payment of interest, places limits on the liability of the Manager for capital contributions and describes the creation and maintenance of capital accounts.

Article V of the Agreement provides for the allocation of the LLC's net profits and losses, for the treatment of syndications costs, establishes the LLC's accounting policy and fiscal year, sets forth certain business records that must be kept, provides for the bank deposit of LLC funds, discloses the compensation to be paid to the Manager and its Affiliates and prohibits Unit holder compensation. Article VI sets forth the revenue sharing ratio as between the Manager and Members. Article VII of the Agreement provides for the election of the Manager, describes the Manager's powers and authority, establishes LLC policy with regard to the Manager's time commitment to LLC affairs, allows the Manager to engage in other business activities not related to the LLC, sets a standard for possible agreements between the Manager and Members or others, designates the Manager as the LLC's Partnership Representative, places limits on the abilities of the Manager to withdraw, provides for the indemnification of the Manager, the Manager's Affiliates, Counsel and consultants under specified circumstances, sets forth the rights and obligations of the Unit holders, specifies required reports to be made to Members and others, provides for the circumstances under which meetings may be called and held and describes the fiduciary nature of the relationship between the Manager and the LLC's Members.

Article VIII describes restrictions on the transfer of interests in the LLC, permits the assignment of the Manager's interest, provides for the rights and substitution of an assignee, discusses the impact of the death, disability or bankruptcy of a Unit holder, sets forth the standard for the removal of the Manager and sets forth the circumstances under which the business of the LLC may be continued in the event of the death or incapacity of the Manager. Article IX describes the manner in which this Agreement may be amended. Article X of the Agreement provides for the dissolution, winding up and liquidation of the LLC and its assets. Article XI provides for the delivery of notices, contains a severability provision, provides for the application of California law, provides for arbitration in the event of a dispute, limits the meaning and influence of section headings within the Agreement, makes the Agreement binding on successors, provides for written consents and agreements, contains an attorney fee provision, provides for the waiver of certain claims, limits the use of injunction as a remedy in disputes, provides for the opportunity to cure any alleged breaches and allows for the Agreement to be executed in counterparts.

Article XII sets forth the representations of the Unit holder and also contains an indemnification provision. Appendix “A” to the LLC Operating Agreement sets forth the format pursuant to which the Member/Manager Voting Interests will be listed and Appendix “B” creates a format for setting forth the respective Member and Manager percentage interests when the LLC’s Offering is closed.

MOTION PICTURE INDUSTRY OVERVIEW

This motion picture industry overview provides background information regarding the motion picture industry generally, for persons who may not be familiar with such matters. The information set forth in this overview has been prepared by the issuer of the securities, but may or may not apply to the specific project described in this Offering Memorandum.

General – The theatrical motion picture industry in the United States has changed substantially over the last three decades and continues to evolve rapidly. Historically, the “major studios” financed, produced and distributed the vast majority of American-made motion pictures seen by most U.S. moviegoers. During the most recent decade, many of the motion pictures released have been produced by so-called independent producers even though some of the production financing for such pictures and distribution funds have been provided by the major studio/distributors. Other independent films are distributed by so-called independent distributors (i.e., those not affiliated with the major studios).

The following general description is a simplified overview of the complex process of producing and distributing motion pictures and is intended to be an aid to investors in understanding the motion picture business. This overview does not describe what will necessarily occur in the case of any particular motion picture.

Production of Motion Pictures – During the film-making process, which may take approximately 12 to 24 months (or more) from the start of the development phase to theatrical release, a film progresses through several stages. The four general stages of motion picture production are development, pre-production, principal photography and post-production. A brief summary of each of the four general movie production stages follows:

Development – In the development stage, underlying literary material for a motion picture project is acquired, either outright, through an option to acquire such rights or by engaging a writer to create original literary material. If the literary material is not in script form, a writer must be engaged to create a script (or as in the case of a documentary, some form of outline, treatment or synopsis). The document must be sufficiently detailed to provide the production company and others participating in the financing of a motion picture with enough information to estimate the cost of producing the motion picture. Projects in development often do not become completed motion pictures.

Pre-Production – During the pre-production stage, the production company usually selects a director, actors and actresses, prepares a budget, hires the production crew and secures the necessary financing. In cases involving unique or desired talent, commitments must be made to keep performers available for the picture. Some pre-production activities may occur during development.

Principal Photography – Principal photography is the process of filming a motion picture and is the most costly stage of the production of a motion picture. Principal photography may take twelve weeks or more to complete for some projects. Bad weather at locations, the illness of a cast or crew member, disputes with local authorities or labor unions, a director’s or producer’s decision to re-shoot scenes for artistic reasons and other often unpredictable events can seriously delay the scheduled completion of principal photography and substantially increase its costs. Once a motion picture reaches the principal photography stage, it usually will be completed.

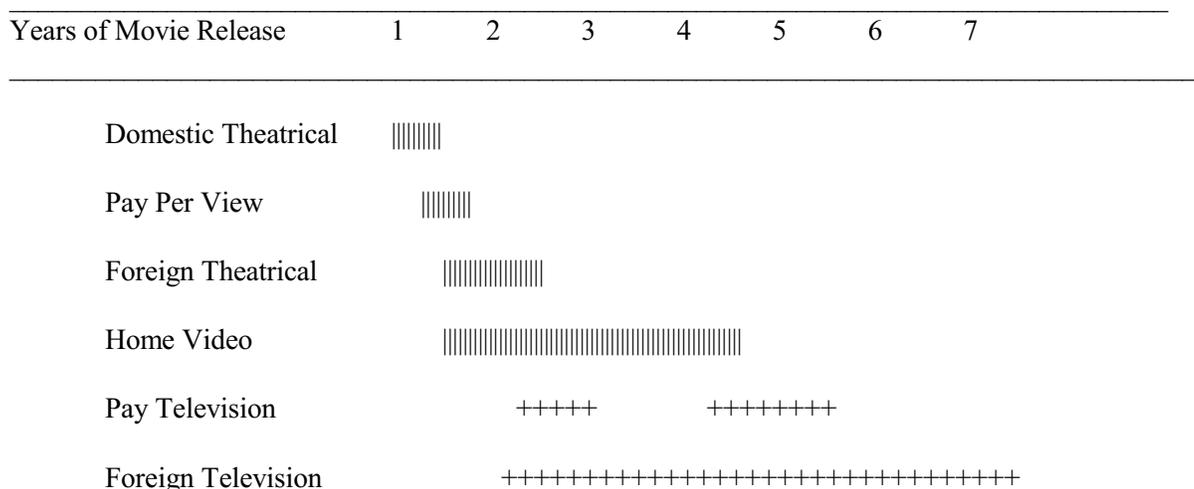
Post-Production – During the post-production stage, the editing of the raw footage and the scoring and mixing of dialogue, music and sound effects tracks take place, and master printing elements are prepared.

Distribution of Motion Pictures – Motion picture revenue is derived from the worldwide licensing of a motion picture in some or all of the following media: (a) theatrical exhibition; (b) non-theatrical exhibition (viewing in airplanes, hotels, military bases and other facilities); (c) pay television systems for delivery to television receivers by means of cable, over-the-air and satellite delivery systems; (d) commercial television networks; (e) local commercial television stations and (f) reproduction on video cassettes, DVDs (and video discs) for home video use. There are also several new technologies including Direct Broadcast Satellite, Video on Demand (VOD), Near Video On Demand (NVOD) and Internet streaming that may allow a film to generate additional revenues. Revenue may also be derived from licensing “ancillary rights” to a motion picture for the creation of books, published music, soundtrack albums and merchandise. A picture is not always sold in all of these markets or media.

The timing of revenues received from the various sources varies from film to film (see release sequence chart below). Typically, theatrical receipts from United States distribution are received approximately 90% in the first twelve months after a film is first exhibited and 10% in the second twelve months. Theatrical receipts from the rest of the world are typically received 40% in the first year following initial theatrical release, 50% in the second year and 10% in the third year. Home video royalties are typically received 80% in the first year following theatrical release and 20% in later years. Pay and cable license fees are typically received 65% in the third year, 25% in the fourth year and 10% in the fifth year following theatrical release. The majority of syndicated domestic television receipts are typically received in the fourth, fifth and sixth years after theatrical release if there are no network television licenses and the sixth, seventh and eighth years if there are network licenses. The markets for film products have been undergoing rapid changes due to technological and other innovations. As a consequence, the sources of revenues available have been changing rapidly and the relative importance of the various markets as well as the timing of such revenues has also changed and can be expected to continue to change.

Feature-Length Film Release Sequence – Movie release sequences are a function of the marketplace and to some extent the prerogative of individual distributors. Thus, release sequences change from time to time, as new delivery technology is introduced and may vary with specific films. The development of streaming capability and the recent pandemic have contributed significantly to film release sequences being utilized today. As a result of the different time periods during which movies are exhibited and/or viewed in various markets and media, the revenue stream generated by a given movie may typically continue for seven (7) years or more.

In the more traditional sample release sequence provided on the following page, all but home video, network television, the presentation of classic pictures on pay television and television syndication are completed by the end of year two, thus the great percentage of the revenue generated by movies comes during and immediately after the earlier windows, assuming payments are made promptly. Also, the percentages of revenue generated by each market vary from year to year (e.g., foreign has been growing in recent years relative to domestic theatrical). The release sequence chart below does not consider the potential revenue from a movie sound track album, merchandising possibilities or its value as part of a film library.



(e.g., the number of theatres booked and the length of time that a motion picture is in release). The amount film distributors spend on prints and advertising is generally left to the discretion of the distributor. In some instances, however, the producer may negotiate minimum expenditures or ceilings on such items.

Foreign Theatrical Distribution – While the value of the foreign theatrical market varies due to currency exchange rate fluctuations and the political conditions in the world or specific territories, it continues to provide a significant source of revenue for theatrical distribution. In recent years foreign theatrical revenues have often been accountable for more than 50% of a domestically produced U.S. film’s gross theatrical revenue. Due to the fact that this market is comprised of a multiplicity of countries and, in some cases, requires the making of foreign language versions, the distribution pattern stretches over a longer period of time than does exploitation of a film in the United States theatrical market. Major studio/distributors usually distribute motion pictures in foreign countries through local entities. These local entities generally will be either wholly-owned by the distributor, a joint venture between the distributor and another motion picture company or an independent agent or sub-distributor. Such local entities may also distribute motion pictures of other producers, including other major studios. Film rental agreements with foreign exhibitors take a number of different forms, but they typically provide for payment to a distributor of a fixed percentage of box office receipts or a flat amount. Risks associated with foreign distribution include fluctuations in currency values and government restrictions or quotas on the percentage of receipts which may be paid to the distributor, the remittance of funds to the United States and the importation of motion pictures into a foreign country.

New Technologies in Distribution and Delivery – High-tech movie megaplexes changed the landscape of the domestic and foreign distribution marketplace, especially in France, Italy, Eastern Europe and Russia. Online streaming has done the same in recent years. In the U.S. market, which started the trend, giant cineplexes or megaplexes with 10 to 12 screens per complex, have forever replaced the local single or 3-screen theatres. Digital distribution now dominates. More recently, emerging digital technologies have disrupted independent film distribution practices. Some industry observers now argue that film distribution is shifting from a supply-led to a demand-led market. In this way, independent distributors can now break away from the rigid singular value chain that dominated the industry, and adopt bespoke release strategies that are tailored to the individual needs of each film. This arguably marks the beginning of a fundamental shift in the relationship between key segments in the film value chain by allowing independent distributors to create a more attractive product by conducting their business in response to consumer demands, as opposed to rigid market-driven conditions [Source: <https://www.tandfonline.com/doi/full/10.1080/14241277.2015.1055533>]

Home Video Rights – Since its inception, the home video market in the United States experienced substantial growth. Certain foreign territories, particularly Europe, saw an increased utilization of home video units due to the relative lack of diversified television programming, although those circumstances have been changing also. Consequently, sales of home video products, now primarily DVD, blu-ray and 4K HD Discs, have increased in such markets in recent years. Although growth in this area may be reduced because of an increase in television programming in such foreign territories, receipts from home video products in these markets can be expected to continue to be significant.

Films are generally released on home video six to nine months after initial domestic theatrical release of the picture, but before the exhibition of the picture on cable/pay or network television.

Domestic Television Distribution – Television rights in the United States are generally licensed first to pay television for an exhibition period following home video release, thereafter to network television for an exhibition period, then to pay television again, and finally syndicated to independent stations. Therefore, the owner of a film may receive payments resulting from television licenses over a period of six years or more.

Domestic Cable and Pay Television – Pay television rights include rights granted to cable, direct broadcast satellite, microwave, pay per view and other services paid for by subscribers. Cable and pay television networks usually license pictures for initial exhibition commencing six to twelve months after initial domestic theatrical release, as well as for subsequent showings. Pay television services such as Home Box Office, Inc. (“HBO”) and Showtime/The Movie Channel, Inc. (“Showtime”) have entered into output contracts with one or more major production companies on an exclusive or non-

exclusive basis to assure themselves a continuous supply of motion picture programming. Some pay television services have required exclusivity as a precondition to such contracts.

The pay television market is characterized by a large number of sellers and few buyers. However, the number of motion pictures utilized by these buyers is significantly large and a great majority of motion pictures which receive theatrical exhibition in the United States are, in fact, shown on pay television.

Domestic Network Television – In the United States, broadcast network rights are granted to ABC, CBS, NBC or other entities formed to distribute programming to a large group of stations. The commercial television networks in the United States license motion pictures for a limited number of exhibitions during a period that usually commences two to three years after a motion picture's initial theatrical release. During recent years, only a small percentage of motion pictures have been licensed to network television, and the fees paid for such motion pictures have declined. This decline is generally attributed to the growth of the pay television and home video markets, and the ability of commercial television networks to produce and acquire made-for-television motion pictures at a lower cost than license fees previously paid for theatrical motion pictures.

Domestic Television Syndication – Distributors also license the right to broadcast a motion picture on local, commercial television stations in the United States, usually for a period commencing five years after initial theatrical release of the motion picture, but earlier if the producer has not entered into a commercial television network license. This activity, known as syndication, has become an important source of revenues as the number of, and competition for, programming among local television stations has increased.

Foreign Television Syndication – Motion pictures are now being licensed in the foreign television market in a manner similar to that in the United States. The number of foreign television stations as well as the modes of transmission (i.e., pay, cable, network, satellite, etc.), have been expanding rapidly, and the value of such markets has been likewise increasing and should continue to expand.

Producers may license motion pictures to foreign television stations during the same period they license such motion pictures to television stations in the United States; however, governmental restrictions and the timing of the initial foreign theatrical release of the motion pictures in the territory may delay the exhibition of such motion pictures in such territory.

Non-Theatrical Distribution – In addition to the markets and media discussed above, the owner of a film may also be able to license the rights for non-theatrical uses to specialized distributors who, in turn, make the film available to airlines, schools, churches, off-shore oil rigs, public libraries, prisons, community groups, the armed forces and ships at sea.

The Internet and Broadband Access – Recent technological advances such as digital satellite transmission, cable modems and DSL, all geared to high speed broadband internet access, provide another rapidly expanding revenue source for feature-length films. There are already many so-called “streamers” with the ability to release and distribute a theatrical quality, full-length motion picture over the Internet, on a global basis, essentially by-passing traditional distributors, with their high costs and fee structure.

Relicensing – The collective retained rights in a group of previously produced motion pictures is often a key asset, as such pictures may be relicensed in the pay and commercial television, home video and non-theatrical markets, and occasionally may be re-released for theatrical exhibition.

Although no one can be certain of the value of these rights, certain older films retain considerable popularity, and may be relicensed for theatrical or television exhibition. New technologies brought about by the continuing improvements in electronics may also give rise to new forms of exhibition which will develop value in the future.

Other Ancillary Markets – A distributor may earn revenues from other ancillary sources, unless the necessary exploitation rights in the underlying literary property have been retained by writers, talent, composers or other third parties. The right to use the images of characters in a motion picture may be licensed for merchandising items such as toys, T-shirts

and posters. Motion picture rights may also be licensed for novelizations of the screenplay, comic book versions of the screenplay and books about the making of the motion picture. The soundtrack of a motion picture may be separately licensed for soundtrack records and may generate revenue in the form of mechanical performance royalties, public performance royalties and sheet music publication royalties.

MISCELLANEOUS PROVISIONS

Reports to Unit Holders

The Manager will cause to be prepared and distributed to Members during each year the following reports – annual reports which may be unaudited. The reports must contain a balance sheet, a statement of income, statement of owner equity, statement of cash flows and other pertinent material regarding the LLC and its activities during the period covered by the report. Each of the financial statements and documents referred to above will be conclusive and binding upon the Members unless written objection thereto is received by the Manager within 60 days after the statement has been delivered to the Members.

Financial Statements

The Dental Plan Film Management, LLC has not yet been formed, thus, no financial statements exist for the entity. The LLC's Manager Dental Plan Production is wholly-owned by the individual filmmakers Tim Bragaw and Lenore Cutler. However, the Manager is recently formed and thinly capitalized (i.e., has limited assets) and due to the limited liability attributes of the manager-managed LLC, the financial statement of the Manager is not materially relevant for purposes of this Offering.

Subscriber Representations and Warranties

By signing the accompanying Subscription Agreement, each Subscriber is being asked to warrant, represent, understand, certify, acknowledge and/or agree that he or she has received this Offering Memorandum; has had a reasonable opportunity to ask questions of the LLC and its officers and such questions have been answered; and that the address set forth in the Subscription Agreement is the Investor's true and correct residence.

In addition, each individual Investor is being asked to represent that he or she is over eighteen (18) years of age and is a bona fide citizen or permanent resident of the state or country in which he or she resides; if more than one person, that the obligation of the Investor and such other persons will be joint and several, and the representations and warranties set forth in the Subscription Agreement will be deemed to be made by and be binding upon such persons, and ownership of the LLC Units subscribed for will be set forth as described in the Subscription Agreement; if a trustee of a revocable inter vivos trust the Investor represents that he/she is the sole and true party in interest and is acquiring the LLC Units for the accounts of a revocable trust of which he/she and/or other members of his/her immediate family are the sole beneficiaries during his/her lifetime or their lifetimes; in the event that the Investor is a trust, it is authorized and otherwise duly qualified to purchase and hold the LLC Units, has its principal place of business at its resident address set forth on the signature page of the Subscription Agreement, has not been formed for the specific purpose of acquiring the LLC Units, has submitted and executed all documents required pursuant to the Certificate for Trust and Joint Purchasers and Special Subscription Instructions, the person executing the Subscription Agreement and all other documents related to the offering represents that such person is duly authorized to execute all such documents on behalf of the entity and if the Investor is one of the aforementioned entities, it agrees to supply any additional written information that may be required by the LLC.

Further the Investor is being asked to warrant, represent, understand, certify, acknowledge and/or agree that if there should be any adverse change in the representations and information set forth in the Subscription Agreement prior to the

LLC's acceptance or rejection of the subscription, the Investor will immediately notify the LLC of such change; that he or she understands that the Subscription Agreement does not constitute an offer by the LLC to sell LLC Units but is merely a request for information; understands that the LLC reserves the right to reject subscriptions in whole or in part; represents that the only consideration given for payment for the LLC Units is as set forth in the first paragraph of the Subscription Agreement; that by completing this Subscription Application and by signing such Subscription Agreement, the Investor is specifically confirming the appointment of Dental Plan Production to fill the initial Manager position of the LLC pursuant to the California limited liability statute; at the request of the LLC, the Investor will promptly execute such other instruments or documents as may be reasonably required in connection with the purchase of the LLC Units; agrees that the representations and warranties set forth in this Subscription Agreement will survive the acceptance hereof by the LLC, will be binding upon their heirs, executors, administrators, successors and assigns; and the Subscription Agreement will be governed by and construed in accordance with the laws of the state of California.

None of the above subscriber representations and warranties are intended to imply and may not be construed or interpreted to imply that any prospective investor is waiving of any of such investor's rights under the Federal securities laws.

Legal Proceedings

The owners of the LLC Manager are not aware of any pending or threatened legal proceedings (or any legal proceedings commenced or resolved within the past 10 years) to which they, the Manager or the LLC have been, or may be parties to and that are materially relevant to this Offering or their participation herein.

Access To Additional Information

Prospective Purchasers are urged to read this Offering Memorandum and the attached Exhibits carefully and to have the documents reviewed by an investment adviser. To the extent possible, the Manager will answer any questions that Prospective Purchasers, or their advisors may have, and will attempt to provide any additional documentation to verify the statements included herein.

The Manager will keep at the principal place of business of the LLC adequate books of account of the LLC, and each Unit Holder and his or her authorized representatives will have at all times, during reasonable business hours, free access to and the right to inspect and copy such books of account.

NOTICE

**Prospective Purchasers of Units in the Dental Plan Film Management, LLC
should complete the accompanying
“DENTAL PLAN FILM MANAGEMENT, LLC SUBSCRIPTION AGREEMENT”.**

Exhibit “A”

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

DENTAL PLAN FILM MANAGEMENT, LLC
A California Limited Liability Company
(to be formed)

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (herein called the “Operating Agreement” or “Agreement”), is entered into as of the date set forth below, by and between Dental Plan Production (the “Manager”) and the Members pursuant to the Offering Subscription Agreement executed by such Members.

W I T N E S S E T H:

NOW THEREFORE, it is agreed as follows:

Article I

GLOSSARY

The following terms, when used in this Agreement, (capitalized herein and in the accompanying Offering Memorandum) shall have the respective meanings assigned to them in this Article unless the context otherwise requires:

“Above-the-Line”: The portion of a film's budget which covers major creative elements and personnel, (i.e., those which are creatively unique and individually identifiable). These are primarily story acquisition, screenplay rights, script development, writer, executive producer, producer, director and principal members of the cast. The phrase “above-the-line” refers to the location on the film budget of the specific expense item/person.

“Act”: The federal securities act of 1933, as amended.

“Adjusted Capital Account Deficit”: With respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments: (i) credit to such Capital Account any amounts that such Member is deemed obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and (ii) debit to such Capital Account the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6). The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“Advertising Costs”: The cost of preparing and producing Advertising for the Motion Picture.

“Advertising”: The creation and dissemination of promotional materials and the conduct of promotional activities including, without limitation, cooperative advertising, institutional advertising, national advertising and trade advertising in whatever form or media.

“Affiliate”: Any person or entity directly or indirectly controlling, controlled by or under common control with this LLC or its Manager.

“Agreement”: This written agreement as between all of the Members and Manager and relating to and regulating the affairs of the LLC and the conduct of its business in any manner not inconsistent with law or the Articles of Organization, including all amendments thereto. Such term shall refer to this Agreement as a whole, unless the context otherwise requires. This Agreement is incorporated into the accompanying Offering Memorandum as Exhibit “A”.

“Allocations”: Designations of Member and Manager shares of LLC income, loss, credits, deductions and/or other financial or tax items in the manner described in the Operating Agreement.

“Articles”: The Articles of Organization for the LLC to be filed with the California Secretary of State after the Offering’s Minimum Offering Proceeds have been raised, including all amendments thereto or restatements thereof and such term shall mean the Articles as a whole unless the context otherwise requires.

“Assumptions”: Circumstances that are assumed to be factual for purposes of projecting the hypothetical results of an investment in the LLC.

“Below-the-Line”: Film budget items relating to the technical expenses and labor (other than above-the-line) involved in producing a film, (i.e., relating to mechanical, crew, extras, art, sets, camera, electrical, wardrobe, transportation, tape stock, printing and post-production).

“Blue Sky”: Relating to state securities law compliance matters as opposed to federal securities law.

“Capital Account”: With respect to any Member, the Capital Account maintained for such Member in accordance with the following: (i) to each Member’s Capital Account there shall be credited (A) the amount of money and the fair market value of any property contributed to the LLC by the Member (“Invested Capital”), and (B) such Member’s distributive share of Net Profits and any items in the nature of income or gain that are specially allocated pursuant to Section 5.1 of this Agreement; (ii) to each Member’s Capital Account there shall be debited (A) the amount of money and the fair market value of any property distributed to the Member, and (B) the Member’s distributive share of Net Losses and any items in the nature of expenses or losses that are specially allocated pursuant to Section 5 of this Agreement.

“Capital Contribution”: (Same as “Contribution”).

“Capital Transaction”: Any sale of portions of LLC property or any interest therein (not including the sale of all or substantially all of the LLC property) and other similar transactions which in accordance with generally accepted accounting practices are attributable to capital.

“Closing Date” or **“Closing”**: The date on which the Units offered hereby are fully subscribed for or such other date as the Manager chooses.

“Code”: The Internal Revenue Code of 1986, as amended. All references herein to sections of the Code shall include any corresponding provision or provisions of succeeding law.

“Contribution”: Any money, property or a promissory note or other binding obligation to contribute money or property, which a Member contributes to the LLC as capital in that Member’s capacity as a Member pursuant to an agreement between and among the Members and Manager, including an agreement as to value (same as “Capital Contribution”). The aggregate amount of Capital Contributions of the Unit Holders in the Offering shall be a minimum of \$3,000,000 (“Minimum”) and a maximum of \$5,000,000 (“Maximum”). The Manager is not authorized to use Investor funds until the Offering Minimum has been achieved.

“Counsel to the Manager”: Securities/Entertainment attorney John W. Cones, whose address is 11659 Jones Road #370, Houston, Texas 77070.

“Creative Talent”: Screenwriter, Producer, Director, Actors and others who participate in the creative process relating to the Film’s production.

“Deferments” or **“Deferrals”**: Arrangements for the deferral of some or all of the costs of goods and/or services provided by the suppliers of such goods and/or services so that the payments are not a production cost but rather are paid out of specified LLC receipts before or after Recoupment.

“Depreciation”: For each fiscal year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such fiscal year for federal income tax purposes, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such fiscal year, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such fiscal year bears to such beginning adjusted tax basis; provided, however, that if the

adjusted basis for federal income tax purposes of an asset at the beginning of such fiscal year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Manager with the consent of the Members.

“Dissociation Event”: With respect to any Member, one or more of the following: the death, retirement, withdrawal, resignation, expulsion, bankruptcy or dissolution of a Member, or occurrence of any other event which terminates his or her continued Member or Manager Percentage Interest in the LLC, or as otherwise provided in the California limited liability statute.

“Distributable Cash”: For any distribution period, the gross cash revenues of the LLC (from the Film’s various revenue streams) less the portion used to pay or establish reasonable reserves for all LLC expenses (including taxes), all as determined by the Manager. In this regard, LLC expenses include (i) all operating expenses of the LLC, including, if any, all remaining unreimbursed Offering expenses and expenses incurred by the LLC in connection with the distribution and exploitation of the Picture and the ancillary rights thereto; (ii) all costs of production of the Picture which have not been supplied by the LLC or by any pre-sales or other similar agreements (such as, for example, production funds obtained through loans or co-financing arrangements); (iii) any deferrals or third-party percentage participation commitments made by the Manager.

“Distributor”: The person(s) or entities operating between the producer and exhibitor of motion pictures who obtain rights to the film, release it, and send such film to exhibitors, sometimes through sub-distributors. A Distributor will typically be involved in the promotion of a film.

“Economic Interest”: A person's right to share in the income, gains, losses, deductions, credit, or similar items of, and to receive distributions from, the LLC, but does not include any other rights of a Member or Manager, including without limitation, the right to vote or to participate in management, or except as provided in the California limited liability statute, any right to information concerning the business and affairs of the LLC.

“Executive Producer”: The individual or individuals who are designated by the Manager to receive the Executive Producer credit for the Picture for services rendered in the preparation and execution of this Offering and/or in otherwise arranging for the production of the Picture.

“Executive Producer Fee”: A payment or payments to be paid out of the Film's budget to the Executive Producers for services rendered in the preparation and execution of this Offering and/or in otherwise arranging for the production and/or distribution of the Picture.

“Financial Projections”: Good faith estimates (based on reasonable assumptions) of the possible future financial results of the LLC and its activities relating to the production, distribution and exploitation of the Picture.

“Gross Asset Value”: With respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows: (i) the initial Gross Asset Value of any property contributed by a Member to the LLC shall be the gross fair market value of such asset; (ii) the Gross Asset Values of all items of LLC property shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account) as of the following times: (A) the acquisition of an additional interest in the LLC by any new or existing Member in exchange for more than a de minimis Capital Contribution; (B) the distribution by the LLC to a Member of more than a de minimis amount of LLC Property as consideration for an interest in the LLC, and (c) the liquidation of the LLC within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), provided that an adjustment described in clauses (A) and (B) of this paragraph shall be made only if the Manager reasonably determines that such adjustment is necessary to reflect the relative economic interests of the Members; (iii) the Gross Asset Value of any item of LLC Property distributed to any Member shall be adjusted to equal the gross fair market value (taking Code Section 7701(g) into account) of such item on the date of distribution; and (iv) without duplication, the Gross Asset Values of each item of LLC Property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and subparagraph (vi) of the definition of “Net Profits” and “Net Losses” or section 5.4.3 hereof.

“Gross Proceeds of the Offering”: The aggregate total of the Original Invested Capital of the Members and Manager.

“Gross LLC Revenues” or **“Gross Revenues to the LLC”**: The total amount of revenue received by the LLC from all sources for LLC activities, including, but not limited to all the revenues derived from distribution, exhibition and exploitation of the Picture, along with all forms of contingent compensation paid to the LLC as a result of the exploitation of the Picture in all markets and media, but not including any monies due to be paid to any co-financing entity (same as “LLC Gross Revenues” and “LLC Gross Receipts”).

“Information Rights”: The right to inspect, copy or obtain information and documents concerning the affairs of the LLC as provided in the California limited liability statute and in Paragraph 5.5 of this Agreement.

“Interest”: The entire ownership interest of a fully admitted or substituted Member or Manager in the LLC at any particular time, including the rights of such Member or Manager to any and all benefits to which a Member or Manager may be entitled as provided in the Agreement including (i) the management rights to participation in the management and affairs of the LLC as provided in the California limited liability statute, Articles and the Agreement, and (ii) the economic rights to share in income, gains, losses, deductions, credit and to receive distributions as provided in the Agreement, together with the obligations of such Member and Manager to comply with all terms and provisions of the Agreement.

“IRS”: The Internal Revenue Service.

“Issuer”: The entity which is issuing the securities (the LLC interests or Units) offered hereby, (i.e., Dental Plan Film Management, LLC, a California limited liability company to be formed upon Minimum funding).

“LLC Gross Revenues”: (Same as “Gross LLC Revenues” or “Gross Revenues to the LLC”).

“LLC Net Receipts”: (Same as “Distributable Cash”).

“LLC”: The California limited liability company (Dental Plan Film Management, LLC) to be formed upon Minimum funding pursuant to the California Limited Liability Company Act (same as “Limited Liability Company”).

“Mail”: Unless otherwise provided in the Operating Agreement, first-class mail, postage prepaid, unless registered mail is specified. Registered mail includes certified mail.

“Majority-In-Interest”: That group of Members and Manager whose interests in the LLC amount to more than fifty percent (50%) of the LLC's : (1) voting power, (2) capital, and (3) shares of distributions and allocations.

“Management and Voting Rights”: Those rights of a Member and Manager described in Article III of the Agreement as they may be limited in this Agreement, the Articles and the California limited liability statute.

“Manager”: The individual or entity elected by the Members of the LLC to manage the LLC.

“Maximum”: The largest amount of Offering Proceeds authorized by this PPM for the Issuer to raise (i.e., \$5,100,000).

“Member”: A person who (1) has been admitted to the LLC as a Member in accordance with the Articles or Operating Agreement, or an assignee of an interest in the LLC who has become a Member pursuant to the California limited liability statute; and (2) who has not resigned, withdrawn, or been expelled as a Member or, if other than an individual, been dissolved (same as Unit Holder).

“Member of Record”: A Member named as a Member on the list maintained in accordance with provisions of the California limited liability statute.

“Members' Capital Contributions”: The amount invested by each Member in the LLC.

“Members' Percentage Interests”: The ratio of each LLC Member's Capital Contribution to the total LLC Members' Capital Contributions.

“Membership Interest”: A Member's rights in the LLC, collectively, including the Member's economic interest, any right to vote or participate in management, and any right to information concerning the business and affairs of the LLC provided by the California limited liability statute.

“Minimum”: The least amount of Offering Proceeds the Issuer must raise before accessing Investor funds (i.e., \$3,000,000).

“Motion Picture”: The original film production entitled *Dental Plan* in whatever format or form such film may be reproduced and/or exhibited (same as “Picture”).

“Net Profits and Net Losses”: For each fiscal year, an amount equal to the LLC’s taxable income or loss for such year, determined in accordance with Code section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code section 703(a)(1) shall be included in taxable income or loss), with the following adjustments (without duplication): (i) any income of the LLC that is exempt from federal income tax and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition shall be added to such taxable income or loss; (ii) any expenditures of the LLC described in code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Profits and Net Losses shall be subtracted from such taxable income; (iii) in the event the Gross Asset Value of any items of LLC property is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the item of property) or an item of loss (if the adjustment decreases the Gross Asset Value of the item of property) from the disposition of such item of property and shall be taken into account for purposes of computing Net Profits or Net Losses; (iv) gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value; (v) in lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year, computed in accordance with the definition of Depreciation; (vi) to the extent an adjustment to the adjusted tax basis of any item of LLC property pursuant to Code Section 734(b) or regulations Section 1.704-1(b)(2)(iv)(m)(4) is required to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member’s interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the item of property) or loss (if the adjustment decreases such basis) from the disposition of such item of Property and shall be taken into account for purposes of computing Net Profits or Net Losses; and (vii) notwithstanding any other provision of this definition, any items that are specially allocated pursuant to Section 5.4 hereof, shall not be taken into account in computing Net Profits or Net Losses. The amounts of the items of LLC income, gain, loss, or deduction available to be specially allocated pursuant to Section 5.4 hereof shall be determined by applying rules analogous to those set forth in subparagraphs (i) through (vi) above.

“Net Proceeds of the Offering”: Gross Proceeds of the Offering less expenses incurred and to be paid by the LLC in connection with organizing the LLC and in offering Units to Prospective Purchasers.

“Net Receipts”: (Same as “Distributable Cash”).

“Offering”: The offer and sale of Units in the LLC made in reliance on the SEC’s Regulation D, Rule 506(c) and the National Securities Market Improvement Act (NSMIA).

“Offering Expenses”: The costs incurred by the Manager and/or LLC in preparing the offering documents (including attorney fees), paying federal and state notice filing fees, marketing the offering to prospective investors and forming the LLC.

“Offering Memorandum”: The accompanying securities disclosure document which is required to be furnished to Prospective Purchasers of Units (prior to purchase) pursuant to the federal and state securities laws. The Dental Plan Film Management, LLC Offering Memorandum is dated May 22, 2023.

“Offering Proceeds”: An amount of money to be raised by the Issuer pursuant to this PPM from the Minimum (\$3,000,000) to the Maximum (\$5,000,000). Such Offering Proceeds may also include funds raised through donation crowdfunding, loans, co-financing arrangements and/or foreign pre-sale advances.

“Operating Agreement”: (Same as “Agreement”).

“Organizational Expenses”: Expenses paid or incurred in connection with the organization of the LLC. Unless the Section 181 election becomes available and is made, such expenses must be amortized and therefore deducted over a 60-month period. Included are legal fees for services incident to the organization of the LLC, such as negotiation and preparation of the Operating Agreement and preparation and filing of the LLC's Articles of Organization, accounting fees for establishing the LLC's accounting system and necessary LLC filing fees.

“Original Invested Capital”: The amount in cash contributed to the capital of the LLC by the Unit Holders and the Manager, if any such Manager contributions are made.

“Partnership Representative”: The designated representative who, as required by the 2015 Bipartisan Budget Act and subsequent IRS regulations, is to serve as the primary liaison between the LLC and the IRS with regard to LLC tax matters and proceedings before the IRS. For the LLC, the Partnership Representative is the Manager's owner Lenore Cutler.

“Percentage Participation”: The interests of persons or entities negotiated and/or designated by the Manager and/or entitled under the provisions of the Agreement to receive a specific percentage of a particular fund or portion of the Picture's revenue, (e.g., of Distributable Cash, or of the Manager's share of Distributable Cash).

“Percentage Interest”: (a) For voting purposes, the percentage of a Member or Manager interest set forth (by the Manager at the close of the Offering) opposite the name of the Member or Manager under the column “Member/Manager's Percentage Interest” in Appendix “A” hereto and (b) for allocations of Net Profits and Net Losses, the percentage of a Member or Manager's interest set forth (by the Manager at the close of the Offering) opposite the name of the Member or Manager in the designated column of Appendix “B”, as such percentage interests may be adjusted from time to time pursuant to the terms of this Agreement. Percentage Interests shall be determined, unless otherwise provided herein, in accordance with the relative proportions of the Capital Accounts of Members and Manager, effective as of the first day of the LLC's fiscal year but with all distributions under Article VI hereof to be deemed to have occurred on such day immediately prior to determination of Percentage Interest of a Member or Manager.

“Person”: Individuals, general partnerships, limited partnerships, other limited liability companies, corporations, trusts, estates, real estate investment trusts, firms and any other association or entities.

“Picture”: (Same as “Motion Picture”).

“Pre-Production”: The earliest phase of production, encompassing writing, polishing and breaking down the script, hiring or obtaining letters of intent from creative personnel, including the director and principal cast establishing shooting locations and shooting schedules, preparing the budget and such other steps as are necessary to prepare for the actual commencement of photography. It may be expected that the pre-production stage of the Picture will extend from 2 to 6 months. Principal photography follows the pre-production stage.

“Pre-Sale Financing”: Funds obtained in addition to the proceeds of the Offering in the form of cash advances or guarantees paid by domestic or foreign distributors, pay or cable television systems, video disc producers, television syndicators, and/or bank loans obtained by using such cash advances or guarantees as collateral.

“Producer”: Those individuals or entities designated by the Manager to receive the Producer credit for their work in connection with the production of the Picture.

“Production Cost Deferments”: Arrangements for the deferral of some or all of the costs of goods and/or services provided by the suppliers of such goods and/or services so that the payments are not a production cost but rather are paid out of specified LLC receipts before and/or after Recoupment.

“Production Money LLC”: (Same as “LLC”).

“Profits”, “Losses” or “Credits”: The net income, net loss or credits of the LLC, respectively, as determined for Federal income tax purposes.

“Prospective Purchasers”: Persons or entities who or which receive copies of the Offering Memorandum and are considering investing in the Offering.

“Proxy”: A written authorization signed or an electronic transmission authorized by a Member or the Member's attorney-in-fact giving another person the power to exercise the voting rights of that Member. “Signed”, for this purpose, means the placing of the Member's name on the proxy (whether by manual signature, typewriting, telegraphic or electronic transmission, or otherwise) by the Member or Member's attorney-in-fact. A proxy may be transmitted by an oral telephonic transmission if it is submitted with information from which it may be determined that the proxy was authorized by the Member, or by the Member's attorney-in-fact.

“Recoupment”: The designated point at which investors in the LLC are paid a specified percentage of their invested capital. Recoupment for purposes of this Offering is defined as one hundred twenty-five percent (125%) of the Member investors' Original Invested Capital.

“Registered Office”: The office maintained at the street address of the LLC's agent for service of process of the LLC in California.

“Regulations”: Unless the context clearly indicates otherwise, the regulations currently in force as final or temporary that have been issued by the U.S. Department of Treasury pursuant to its authority under the Internal Revenue Code of 1986, as amended.

“Release Print”: The final version of the Picture made from the digital master and ready for distribution to exhibitors, (i.e., the composite print made for general distribution).

“Return of Capital”: Any distribution to a Member or Manager to the extent that the Member or Manager's capital account, immediately after the distribution, is less than the amount of that member's contributions to the LLC as reduced by prior distributions that were a return of capital.

“Screenplay”: The written dialogue and scene descriptions collectively and tentatively entitled *Dental Plan*.

“Script”: (Same as “Screenplay”).

“Securities and Exchange Commission”: The federal agency responsible for regulating the sales of securities including passive-investor (i.e., manager-managed) limited liability company interests. Such agency may also be referred to herein as the SEC.

“Subscription Agreement” or “Subscription Application”: A document included as part of the separate packet accompanying this Offering Memorandum and entitled “Dental Plan Film Management, LLC, Subscription Documents” which each person desiring to become a Unit Holder must complete, execute, acknowledge and deliver to the Manager before being accepted by the Manager as a Unit Holder.

“Syndication Expenses”: Expenses paid or incurred in connection with the issuing and marketing of interests in the LLC, including brokerage fees, selling commissions, state (“Blue Sky”) filing fees, legal fees of the Issuer for consultations relating to the requirements of the applicable federal and state securities laws and for tax advice pertaining to the adequacy of tax disclosures in the Offering Memorandum, accounting fees, if any, for preparation of financial projections to be included in the Offering materials and printing/binding costs of such Offering materials. Unlike other expenses, Syndication Expenses may not be deducted currently or amortized over a period of time (in contrast to Organizational Expenses).

“Unit Holder” or **“Unit Purchaser”**: An investor in the LLC. One who purchases one or more Units and has thereby obtained a pro rata share in the LLC (same as “Member”).

“Unit”: A ratable interest in the LLC of a Unit Holder. Units equaling a Minimum of \$3,000,000 and a Maximum of \$5,000,000 are being offered hereby at \$100,000 per Unit with a minimum purchase requirement of one (1) Unit (\$100,000). Under limited circumstances, the Manager has the discretion to sell fractional Units.

“Vote”: Includes authorization by written consent.

“Withdrawal”: Includes the resignation or retirement of a Member as a Member.

“Written” or **“In Writing”**: Any form of communication that can be reduced to a hard copy form including, facsimile, e-mail and telegraphic communication.

Article II

FORMATION MATTERS

2.1 Formation of Limited Liability Company – The Members do hereby authorize the formation of, pursuant to the California Limited Liability Company Act, a limited liability company (“LLC”). The rights and liabilities of the Members and Manager shall, except as may be hereinafter expressly stated to the contrary, be as provided for in such California limited liability company statute.

2.2 Filings – The Manager shall execute, file, record and publish all certificates (including, at the option of the Manager, this Agreement), notices, statements and other instruments required by law for the formation and operation of the LLC as a limited liability company in all jurisdictions in which the LLC conducts business. Each Unit Holder agrees to execute promptly all certificates and other documents consistent with the terms of this Agreement deemed necessary by the Manager for such qualification.

2.3 Limited Liability Company Name – The name of the LLC shall be: Dental Plan Film Management, LLC. The LLC is a California limited liability company to be formed once the Minimum Offering Proceeds have been raised. Articles for the LLC are to be filed with the California Secretary of State. The business of the LLC shall be conducted under said name, or such modification or variations thereof as the Manager may determine from time to time.

2.4 Principal Office – The LLC’s and Manager’s address to which all mail should be directed is 1043 East Santa Anita Avenue, Burbank, California 91501. Substitute or additional places of business may be established at such other locations as may, from time to time, be determined by the Manager.

2.5 Term of LLC – The LLC shall be effective upon the filing of the Articles of Organization with the California Secretary of State and shall remain effective for ten (10) years or the LLC may be dissolved sooner as provided in this Agreement.

2.6 Name, Address and Designation of Manager and Members – The name of the Manager is Dental Plan Production, a California-based DBA formed in the state of California in 2023 and wholly-owned by the individual filmmakers Tim

Bragaw and Lenore Cutler. The business address for the LLC and Manager is 1043 East Santa Anita Avenue, Burbank, California 91501. The names and business addresses of the Members are set forth on their respective Subscription Agreements and maintained in the official files of the LLC.

2.7 Agent for Service of Process – The agent for service of process on the LLC shall be Lenore Cutler, 1043 East Santa Anita Avenue, Burbank, California 91501.

Article III

PURPOSES AND POWERS

3.1 Purposes of the Limited Liability Company – The purpose and character of the business of the LLC is to engage in the financing, production, ownership, distribution and other exploitation of the single feature film entitled *Dental Plan* and the exploitation of the ancillary and subsidiary rights to the Picture produced.

3.2 Powers of the LLC – Such business purposes as set forth in 3.1 shall include the doing of any and all things incidental thereto or in furtherance thereof. Without in any way limiting the generality of the foregoing statement, the LLC may own, operate, sell, transfer, convey, license, mortgage, exchange, exploit or otherwise dispose of or deal with property of every nature whatsoever and engage in any activities in furtherance of said purpose as are not prohibited by law.

The LLC purposes set forth in 3.1 hereof may be accomplished by taking any action which is permitted under the California limited liability company statute, and which is customary or directly related to the acquisition, ownership, development, improvement, operation, management, financing, selling, leasing, exchanging, exploiting, or other disposing of property of any nature whatsoever; provided, however, that nothing contained in this Section 3.2 or elsewhere in this Agreement shall obligate the Manager to take any action on behalf of the LLC if the Manager deems such action inappropriate or not reasonably necessary to accomplish LLC purposes.

Article IV

CONTRIBUTIONS AND CAPITAL

4.1 Capital Contributions by Members – Each Member shall contribute to the LLC the amount of such Member's Capital Contribution. The LLC intends to offer for subscription limited liability company interests ("Units"), priced at \$100,000 per Unit (payable as provided in Section 4.3), and each investor who subscribes for at least one (1) Unit [or an approved purchase of a lesser amount] will acquire an interest in the LLC subject to the provisions of Section 4.3 of this Agreement. The Capital Contributions described herein shall constitute the full obligation of the Members to furnish funds to the LLC. No additional funds or other property shall be required of any Member. The Capital Contributions may be used by the Manager for any LLC purpose.

4.2 Capital Contributions by Manager – As its contributions to the Capital of the LLC, the Manager shall acquire and contribute the rights to the Screenplay and its visual development.

4.3 Cash and Property Contributions by Unit Holders – The Contributions of the Unit Holders shall be an amount equal to the value of funds and property or an equivalent value in services, actually received from the private sale of Units, in a Minimum amount of \$3,000,000 to a Maximum of \$5,000,000 which will represent a one hundred percent (100%) interest in Distributable Cash prior to Recoupment for the LLC Members (shared pro rata among such Members), and an ongoing interest as defined elsewhere herein (shared pro rata among Members). The Manager is not authorized to expend funds for LLC purposes until the Offering Minimum has been raised. Pursuant to the above stated percentages, each Unit Holder shall be entitled to a pro rata interest in all profits, losses, credits and cash distributions of the LLC. The minimum contribution

for each Unit Holder is one (1) Unit (\$100,000), except the Manager, in its discretion, may accept purchases of fractional Units.

4.4 Withdrawal of Capital – Other than as provided in this Agreement, no Member shall have the right to withdraw such Member's Capital Contribution to the LLC or to receive any return of a portion of such Contribution.

4.5 Interest – No Member or Manager shall be paid interest on any Capital Contribution to the LLC.

4.6 Liabilities of Manager for Contributions – The Manager shall not be personally liable for the return of any portion of the Contributions of the Unit Holders; the return of those Contributions shall be made solely from LLC assets. The Manager shall be required to restore any deficit in its Capital Account on dissolution of the LLC. However, except as specifically provided in the preceding sentences, the Manager shall not be required to pay to the LLC or any Unit Holder any deficit in any Unit Holder's Capital Account on dissolution or otherwise. Under the circumstances requiring a return of any Capital Contribution, no Member or Manager shall have the right to demand or receive property other than cash except as may be specifically provided for in this Agreement.

4.7 Capital Accounts – An individual Capital Account shall be established and maintained in accordance with the principles set forth in Treasury Regulations under Code Section 704 for each Member and Manager strictly in conformity with the requirements of Treasury Regulation §1.704(b)(2)(iv). Each Member and Manager's Capital Account will be credited with such Member and Manager's Capital Contribution and each Member and Manager's Capital Account shall be further credited and debited, as the case may be, to reflect such individual Member or Manager's share of LLC distributions, income, losses and all related tax items such as gains, losses, deductions, credits and depreciation recapture. In the event that any Member or Manager shall at any time have a negative balance in such Member or Manager's Capital Account, such negative balance shall not constitute a debt owed by such Member or Manager to the other Members or Manager or the LLC (except as provided in paragraph 4.6 for the Manager). No interest shall be paid on Capital Accounts.

The foregoing provisions and the other provisions of this Operating Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such regulations. In the event the Manager shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto are computed in order to comply with such Regulations, the Manager may make such modification. The Manager also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the aggregate Capital Accounts of the Members and the amount of capital reflected on the LLC's balance sheet, as computed for book purpose, in accordance with regulations Section 1.704.1(b)(2)(iv)(q) and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Operating Agreement not to comply with Regulations section 1.704-1(b).

Article V

ALLOCATIONS OF NET PROFITS AND LOSSES

5.1 Allocation of Net Profits – All Net Profits of the LLC for a Fiscal Year after taking into account the Special Allocations of Gross Receipts and Syndication Costs provided for in Section 5.3 hereof shall be allocated in the following order of priority:

5.1.1 First, to the Manager, in an amount equal to the excess, if any, of (i) the cumulative Net Losses allocated to the Manager pursuant to section 5.2.2 for all prior fiscal years over (ii) the cumulative Net Profits allocated to the Manager pursuant to this section 5.1.1 for all prior fiscal years;

5.1.2 Next, one hundred percent (100%) to the Members until the cumulative Net Profits allocated to the Members pursuant to this section 5.1.2 equals 125% of the Members' Original Invested Capital. The allocation under this provision to the Members shall be pro rata in accordance with their LLC Percentage Interests, in the following order of priority:

5.1.2.1 First, until the cumulative Net Profits allocated under section 5.1.2 equals the excess, if any, of (i) the cumulative Net Losses allocated to the Members pursuant to section 5.2.1 over (ii) the cumulative Net Profits allocated to the Members pursuant to section 5.1.2 for all prior fiscal years;

5.1.2.2 Second, until the cumulative Net Profits allocated under section 5.1.2 equals the amount of Syndication Expenses allocated to the Members pursuant to section 5.3; and,

5.1.2.3 Third, pro rata in accordance with their LLC Percentage Interests until the cumulative Net Profits allocated under section 5.1.2 equals 125% of the Members' Original Invested Capital.

5.1.3 Finally, the balance of the Net Profits, if any, shall be allocated 50% to the Manager and 50% to the Members pro rata in accordance with their LLC Percentage Interests.

5.2 Allocation of Net Losses – All Net Losses shall be allocated in the following order of priority:

5.2.1 First, 100% to the Members, pro rata in accordance with their LLC Percentage Interests until each Member's Capital Account is reduced to zero.

5.2.2 The balance, if any, to the Manager.

5.3 Syndication Expenses

5.3.1 Syndication Expenses shall be allocated to the Members pro rata in accordance with their LLC Member Percentage Interests.

5.4 Special Allocations – The following special allocations shall be made in the following order:

5.4.1 Qualified Income Offset – In the event that any Member unexpectedly receives any adjustments, allocations, or distributions described in Regulations section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of LLC income and gain shall be allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible; provided that an allocation pursuant to this Section 5.4.1 shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article V have been tentatively made as if this Section 5.4.1 were not in this Operating Agreement.

5.4.2 Gross Income Allocation – In the event that any Member has an Adjusted Capital Account Deficit at the end of any fiscal year, each such Member shall be allocated items of LLC income and gain in the amount of such deficit as quickly as possible; provided that an allocation pursuant to this Section 5.4.2 shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit in excess of such sum after all other allocations provided for in this Article V have been tentatively made as if Section 5.4.1 and this Section 5.4.2 were not in this Operating Agreement.

5.4.3 Section 754 Adjustments – To the extent an adjustment to the adjusted tax basis of any LLC asset, pursuant to Code Section 734(b) or Section 743(b) or Regulations § 1.704-1(b)(2)(iv)(m)(2) or § 1.704-1(b)(2)(iv)(m)(4), is required to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of such Member's Interest in the LLC, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their Interests in the LLC in the event Regulations § 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Regulations § 1.704-1(b)(2)(iv)(m)(4) applies.

5.4.4 Curative Allocations – The allocations set forth in sections 5.4.1, 5.4.2 and 5.4.3 (the “Regulatory Allocations”) are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of LLC income, gain, loss, or deduction pursuant to this Section 5.4.4. Therefore, notwithstanding any other provision of this Article V (other than the Regulatory Allocations), the Manager shall make such offsetting special allocations of LLC income, gain, loss, or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member’s Capital Account balance is, to the extent possible, equal to the Capital Account Balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all LLC items were allocated pursuant to Sections 5.1 and 5.2.

5.5 Other Allocation Rules

5.5.1 Section 706 – For purposes of determining the Net Profits, Net Losses, or any other items allocable to any period, Net Profits, Net Losses and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Manager using any permissible method under Code Section 706 and the Regulations thereunder.

5.5.2 Section 704(c) – In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the LLC shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the LLC for federal income tax purposes and its initial Gross Asset Value. In the event the Gross Asset Value of any LLC asset is adjusted pursuant to subparagraph (ii) of the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the Manager in any manner that reasonably reflects the purpose and intention of this Operating Agreement, provided that the LLC shall elect to apply the Section 704(c) allocation method permitted by the Regulations under Code Section 704(c). Allocations pursuant to this section 5.5.2 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member’s Capital Account or share of Net Profits, Net Losses, or other items, or distributions pursuant to any provision of this Operating Agreement.

5.6 Accounting Policy; Fiscal Year – For tax purposes, the fiscal year of the LLC shall be the calendar year. Statements showing the Gross LLC Revenues and Distributable Cash, if any, shall be furnished, and all distributions by the LLC shall be made, to Members, Manager, Creative Talent and others entitled thereto no less frequently than annually during the term of the LLC, with each such statement being furnished not later than seventy-five (75) days after the end of each such annual period, and payments made not later than seventy-five (75) days after the end of each such annual period.

5.7 Books and Records – The Manager shall cause to be kept at the office of the LLC the following records:

(a) A current list of the full name and last known business or residence address of each Member and of each holder of an economic interest in the LLC set forth in alphabetical order, together with the contribution and the share in profits and losses of each Member and holder of an economic interest.

(b) A current list of the full name and business or residence address of the Manager.

(c) A copy of the Articles of Organization and all amendments thereto, together with any powers of attorney pursuant to which the Articles or any amendments thereto were executed.

(d) Copies of the LLC's federal, state and local income tax or information returns and reports, if any, for the six most recent taxable years.

(e) A copy of the LLC's Operating Agreement and any amendments thereto, together with any powers of attorney pursuant to which any written Operating Agreement or any amendments thereto were executed.

(f) Copies of the financial statements of the LLC, if any, for the six most recent fiscal years.

(g) The books and records of the LLC as they relate to the internal affairs of the LLC for at least the current and past four fiscal years.

The LLC's books of account shall be kept on an accrual basis in accordance with generally accepted accounting practices and principles which show accurately the transactions of the LLC. Each Member and such Member's agents and representatives shall have access to the LLC's books and records at all reasonable times. The Manager shall arrange for annual tax returns for the LLC to be prepared and filed with the IRS, along with the appropriate K-1s to be transmitted to each Member within a reasonable period after the close of each fiscal year of the LLC.

5.8 Banking – All funds of the LLC shall be deposited in the name of the LLC in such bank account or accounts as shall be determined by the Manager. No other funds shall be deposited in such accounts. The funds in such accounts shall be used solely for the business of the LLC. All withdrawals therefrom shall be made on checks or drafts signed on behalf of the LLC by such person or persons as the Manager shall designate.

5.9 Compensation of Manager and Affiliates – The following summarizes the form and estimated amounts of compensation, fees and Percentage Participations to be paid to the LLC's Manager and Affiliates. Such items have not been determined by arm's-length negotiations. Other than as set forth herein and in the Estimated Use of Proceeds section of the Offering Memorandum, no other compensation or remuneration in any form is to be paid to the Manager or Affiliates.

The Manager has waived any right to receive an LLC Organization Fee for services rendered in connection with the organization of the LLC.

The Manager has, and will during the course of this Offering, advance necessary funds for LLC organizational and offering expenses and the Manager will be reimbursed for such expenses out of the Gross Offering Proceeds. Such reimbursement shall not exceed a ceiling equal to \$20,000 of the Offering Proceeds.

The Manager has waived any right to receive an LLC Management Fee for services rendered in connection with ongoing management of the LLC.

The Manager will have no interest in Distributable Cash until the Members achieve Recoupment (125% of their Original Invested Capital) and then after Deferrals are paid, if any, the Manager will have a fifty (50%) interest in Distributable Cash for the balance of the life of the LLC (10 years).

The Manager will have no interest in LLC Losses and tax deductions for federal income tax purposes until after the Member's capital accounts have been reduced to zero.

If the Offering Maximum is raised, each of the individual owners of the Manager of the LLC (Tim Bragaw and Lenore Cutler)) will be paid \$75,000 out of the Film's budget for their services as Producers. In addition, Tim Bragaw will be paid \$120,000 out of the Film's budget as his share for the sale of the Dental Plan script rights to the LLC and \$155,000 for directing the Film. However, if less than the Offering Maximum is raised, such amounts will be reduced proportionately.

No other compensation in any form shall be paid to the Manager, or any of its Affiliates, except as set out above. At the conclusion of the LLC, however, all property rights and ancillary rights in the Picture shall revert to and be distributed to the Manager.

5.10 Unit Holder Compensation – No Unit Holder shall be paid any salary or fee for services in connection with the activities of the LLC in his or her capacity as a Unit Holder and no such services shall be rendered.

Article VI

DISTRIBUTIONS

6.1 Distributions – Distributions of Distributable Cash for any fiscal year shall be made in the following order of priority:

6.1.1 First, one hundred percent (100%) to the Members, pro rata in accordance with their LLC Member Interests until such Members will have received cumulative distributions pursuant to this Section 6.1.1. for the current and all prior fiscal years equal to one hundred twenty-five percent (125%) of the Members' Original Invested Capital (Investor Recoupment).

6.1.2 Second, one hundred percent (100%) to pay for any Deferments committed by the Manager to be paid after Investor Recoupment, if any.

6.1.3 Third, and subsequent to Recoupment, the payment of Deferments and for the balance of the life of the LLC, the Manager and the Members will share Distributable Cash, if any, fifty percent (50%) to the Manager and fifty percent (50%) shared pro rata amongst the Members. Amounts distributed pursuant to this Section shall be allocated among the Members in accordance with Member Percentage Interests.

6.2 Distributions for a Fiscal Year – Distributions for a fiscal year shall include distributions made through March 15 of the next succeeding fiscal year.

Article VII

MANAGEMENT OF THE LIMITED LIABILITY COMPANY

7.1 Election of Manager – The election of the Manager to fill the initial LLC Manager position shall be by declaration set forth herein, and shall be confirmed by the affirmative vote of a majority in interest of the Members. Item 4(m) of the accompanying Subscription Application and Agreement provides that by completing such application and by signing it, the Prospective Purchaser is authorizing his or her vote to be cast by proxy held by the individual Lenore Cutler for the election of the Manager Dental Plan Film Management, LLC to fill the initial Manager position of the LLC pursuant to the California limited liability company statute.

7.2 Management Powers of the Manager (Generally) – The Manager shall have full and exclusive control of the management and operation of the business of the LLC and shall be responsible for making all creative and business judgments, determinations, and decisions affecting LLC affairs except as otherwise specifically provided herein.

7.3 Specific Power and Authority of Manager – The Manager shall have, subject to any limitations imposed elsewhere in this Agreement, the power and authority on behalf of the LLC to do or cause to be done any and all acts deemed by the Manager to be necessary or appropriate in connection with the management and operation of the business of the LLC. Without limiting the generality of the foregoing, the Manager may at any time, in its sole discretion and without further notice to, or consent from, any Unit Holder:

(i) Open and maintain bank checking accounts on behalf of the LLC and to designate signatories on such accounts, provided that the funds of the LLC may not be commingled with funds owned by or held on behalf of the Manager or any limited liability company, partnership or other entity in which either has an interest;

(ii) Enter into agreements on behalf of the LLC with motion picture or television studios, distributors or other third parties pursuant to which the LLC may commit to pay a percentage of the LLC's Gross Revenues in exchange for such studio's, distributor's or other third parties' assistance in financing, producing, distributing and/or otherwise exploiting the Picture; such agreements may include but are not limited to flat fee arrangements, negative pickup deals or an outright sale of the Picture;

(iii) Apply a portion of Capital Contributions to marketing and distribution of the Film whether or not the Maximum funding of the Offering is achieved;

(iv) Modify the budget of the LLC's Picture to adapt to changing contingencies, so long as in the judgment of the Manager such budget changes improve the LLC's ability to produce a better Picture;

(v) Enter into co-financing, co-production or pre-sale agreements with joint venture partners or other production entities, thereby permitting the LLC to expend fewer dollars on such a film than if such film was produced solely by the LLC;

(vi) Enter into agreements on behalf of the LLC which provide that persons providing financing, rendering services or furnishing literary material or other materials or facilities in connection with the development, production, distribution or other exploitation of the Picture shall receive as salary or other compensation, deferred amounts or a percentage participation in LLC revenue either before or after Investor Recoupment.

(vii) Choose locations for shooting the LLC's movie other than planned locations disclosed in the Offering Memorandum;

(viii) Transfer any property of the LLC on such terms as the Manager shall determine;

(ix) Borrow money for LLC purposes or on behalf of the LLC on such terms as the Manager shall determine, pledge any assets or rights of the LLC as security for such borrowing and pay back the principal and interest on such loans out of Gross Offering Proceeds;

(x) Expend Capital Contributions for LLC purposes after the Offering Minimum is raised;

(xi) Extend the termination date of the Offering in accordance with applicable federal and state securities regulations;

(xii) Make agreements with lead actors or actresses to pay Deferrals prior to investor Recoupment, if necessary.

(xiii) Otherwise deal in any reasonable manner with the assets of the LLC in connection with the management and operation of the business of the LLC.

7.4 Authority to Execute Agreements on Behalf of LLC – In connection with the foregoing, it is agreed that any instrument, agreement or other document executed by the Manager, while acting in the name and on behalf of the LLC shall be deemed to be an action of the LLC as to any third parties (including the Unit Holders as third parties for such purposes). Notwithstanding anything to the contrary contained herein, the Manager shall have no authority to cause the LLC to effect any borrowing in any transaction in which the creditor would receive, at any time as a result of making the loan, any direct or indirect interest in the profits, capital or property of the LLC other than as a secured creditor.

7.5 Time Devoted to LLC – The Manager shall devote to the LLC's affairs such time, on a non-exclusive basis, as the Manager, in its reasonable discretion, shall deem appropriate.

7.6 Other Business – Any Member or Manager shall have the right to engage in or possess any interest in other business ventures of any kind, nature or description (including without limitation, motion pictures and television projects which may compete with the Picture) whether or not in competition with the LLC. Neither the LLC nor any other Member or Manager

shall have any right by virtue of this Agreement in or to such independent ventures or to the income or profits derived therefrom.

7.7 Agreements with Members and Others – The Manager shall not enter into (on behalf of the LLC) any agreements with Members or any person related to the Manager unless such agreements are on terms and conditions which the Manager might reasonably conclude are not less favorable to the LLC than the terms and conditions likely to result from “arms-length” negotiations with unaffiliated third parties. For the purposes of this subsection, the term “unaffiliated third parties” shall mean third parties in which the Manager has no material direct or indirect financial interest.

7.8 Manager as Partnership Representative – The Manager or its representative is designated as the Partnership Representative of the LLC as that term is used in the Code and regulations thereunder. Such Manager, acting as Partnership Representative, may enter into one or more agreements with the IRS with respect to the tax treatment of any LLC income, loss, deductions or credits and, to the extent permitted under the Code, may expressly agree that such agreement shall bind any other Manager and Members of the LLC.

7.9 Withdrawal of Manager – Without the written consent of a majority of the Unit Holders, a Manager shall not have any right to withdraw or retire from the LLC, and shall be considered as a “key man” to this Agreement.

7.10 Indemnification – The Manager, the Manager’s Affiliates, Counsel, consultants and their representatives or agents shall be held harmless and be indemnified by the LLC for any liability, loss (including amounts paid in settlement), damages or expenses (including reasonable attorney’s fees) suffered by virtue of any acts or omissions or alleged acts or omissions arising out of such person’s activities either on behalf of the LLC or in furtherance of the interests of the LLC and in a manner believed in good faith by such person to be within the scope of the authority conferred by this Agreement or law, so long as such person is not determined to be guilty in a final adjudication of criminal conduct, gross negligence or gross misconduct with respect to such acts or omissions. Such indemnification or agreement to hold harmless shall only be recoverable out of the assets of the LLC, including insurance proceeds, if any. Notwithstanding the foregoing, indemnification of the Manager or its representatives or agents by the LLC for liability imposed by a judgment arising from or out of violation of state or federal securities laws shall not be made.

7.11 Rights and Obligations of the Unit Holders – (i) No Participation in Management--The Unit Holders shall not participate in the management of the business of, or transact any business for, the LLC and shall have only such rights and powers as a Unit Holder as are expressly provided herein or provided by applicable law.

(ii) Liability – No Unit Holder shall be personally liable for any of the debts, contracts or other obligations of the LLC or any of the losses thereof, except to the extent of such Unit Holder’s Capital Contribution, plus such Unit Holder’s share of undistributed LLC income if any. When a Unit Holder has rightfully recovered the return in whole or in part of such Unit Holder’s Capital Contribution, such Unit Holder shall nevertheless be liable to the LLC for a period of one year thereafter for any sum, not in excess of such return with interest, necessary to discharge such Unit Holder’s liability to all creditors who extended credit or whose claim arose during the period the contribution was held by the LLC. No Unit Holder shall be required to contribute any amounts to the LLC except as provided for in this Agreement.

(iii) Unit Holders May Not Bind LLC – No Unit Holder shall have any power to represent, sign for or bind the Manager or the LLC.

7.12 Reports to Members and Others – The Manager shall prepare and distribute to the Members and Counsel to the Manager a quarterly report regarding the status of the Offering and the LLC during the Offering period, and thereafter, no less than annually, including a breakdown on LLC expenditures. Not later than 75 days after the close of each fiscal year of the LLC, the Manager shall deliver to each Member the following items: (1) an annual report, (2) a balance sheet of the LLC, (3) an income statement for that year and (4) a statement setting forth that Member’s allocable share of all items of LLC income, gain, loss, deduction, credit and tax preference for that fiscal year which are to be included by that Member on such Member’s federal income tax return for that year.

Each of the financial statements and documents referred to above will be conclusive and binding upon the Members unless written objection thereto is received by the Manager within 60 days after the statement has been delivered to the Members.

7.13 Meetings – (a) Meetings of Members may be held at any place in the Los Angeles area, selected by the person or persons calling the meeting or as may be stated in or fixed in accordance with the Articles of Organization or this Operating Agreement. If no other place is stated or so fixed, all meetings shall be held at the principal executive office of the LLC. (b) A meeting of the Members may be called by any Manager, or by any Member or Members representing more than 50 percent of the interests of Members for the purpose of addressing any matters on which the Members may vote. (c) Notice and other matters relating to such meetings shall be accordance with the provisions of the California limited liability company statute. The scheduling of such meetings shall not interfere with the duties of the Manager in the production of the Film.

7.14 Fiduciary Duties of Manager – The fiduciary duties a Manager owes to the LLC and to its Members are those of a partner to a partnership and to the partners of the partnership.

Article VIII

ASSIGNMENT OF INTERESTS IN THE LIMITED LIABILITY COMPANY

8.1 Restrictions On Transfers – Notwithstanding anything to the contrary contained in this Agreement, interests in the LLC may not be assigned, sold or otherwise transferred if such assignment, sale or other transfer is prohibited by law or is not effected in compliance with all applicable federal and state securities laws and regulations or would result in a termination of the LLC for tax purposes (unless such transfer is by operation of law). In the event an Interest is transferred in accordance with the terms of this Operating Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

8.2 Assignment of the Interest in the LLC of a Manager – The Manager shall have the free and unrestricted right to assign all of its interests in the proceeds of and distributions from the LLC, or any part thereof. Said assignee, however, shall not become a Manager without the consent of the Manager and Unit Holders who own more than 50% of the outstanding Units. Such assignment shall not relieve the Manager of its obligations hereunder.

8.3 Rights of Assignee – An assignee, legal representative or successor in interest of a Unit Holder shall be subject to all of the restrictions on a Unit Holder provided in this Agreement. An assignee of a Unit Holder's interest, or a portion thereof, who does not become a substituted Member in accordance with the provisions below shall have no right to an accounting of LLC transactions, to inspect the LLC's books, or to vote on any of the matters on which a Member would be entitled to vote. Upon the giving of notice of the assignment to the other Members and the Manager, such an assignee shall be entitled to receive only the share of LLC profits or other compensation by way of income, or the return of the assignor's contribution, to which the assignor would have been entitled.

8.4 Substitution of Assignee – An assignee of all or any part of a Unit Holder's interest will become a substituted Member only if (a) the Manager consent thereto in writing (and the Manager may withhold such consent in its discretion) and (b) each of the following conditions is met:

(i) The assignee shall consent in writing, in a form prepared by or satisfactory to the Manager, to be bound by the terms and conditions of this Agreement;

(ii) The assignee shall pay any expenses of the LLC in effecting the substitution;

(iii) The assignment shall be effected in compliance with all applicable federal and state securities laws and regulations; and

(iv) All requirements of the California limited liability company statute including amendment of this Operating Agreement, shall have been completed by the assignee, the assignor and the LLC, as the case may be.

8.5 Allocations and Distributions – All assignments shall become effective for distribution and allocation purposes at the close of the calendar month in which the Manager is notified of such assignment. All cash distributions required to be made or made after the date the assignment is effective shall be made to the transferee. Income or loss for the year shall be allocated to the transferor and transferee based on the ratio of months each was considered to be the Member of Record in the LLC.

8.6 Incapacity, Death, Bankruptcy of a Unit Holder – In the event of the incapacity (i.e., judicially determined incompetence or insanity), death or bankruptcy of a Unit Holder, the executor, trustee, guardian or conservator, administrator, receiver or other successor in interest of such Unit Holder shall have all the rights of such Unit Holder for the purpose of settling or managing such Unit Holder's affairs and such power as such Unit Holder possessed to assign all or a part of such Unit Holder's interest (subject to the Manager's approval) and to join with the assignee in satisfying the conditions precedent to such assignee's becoming a substituted Member. The incapacity, death, or bankruptcy of a Unit Holder shall not dissolve the LLC. Each Unit Holder's estate or other successor in interest shall be liable for all obligations of such Unit Holder. In no event, however, shall such estate, legal representative or other successor in interest become a substituted Member as such term is used herein, except in accordance with the above.

8.7 Further Assignments – An assignee of all or any portion of the interest of a Unit Holder in the LLC pursuant to the terms hereof, who desires to make a further assignment of such interest, shall be subject to all the provisions of this Section to the same extent and in the same manner as such Unit Holder making an initial assignment of such Unit Holder's interest in the LLC.

8.8 Removal of a Manager – Due to the unique nature of the project being undertaken by the LLC, and the relationship of the Manager to such project, the Manager, once elected, enjoys a protected status. A Manager may be removed, but only for good and sufficient cause, and only by vote of 95% of the Members at a meeting called expressly for that purpose. Any removal shall be without prejudice to the rights, if any, of such Manager under any contract of employment, and if an original Manager is removed, all rights relating to the story, Screenplay (contributed by the Manager to the LLC) shall revert to the Manager. Upon the effectiveness of such removal, the Members may by the consent of a majority of the Unit Holders and the remaining Manager, if any, elect a successor Manager to continue the business of the LLC, or continue the business of the LLC with the remaining Manager acting in that capacity.

8.9 Incapacity or Death of a Manager – In the event of the withdrawal, incapacity, or death of a Manager, the remaining Manager, if any, may continue the business of the LLC alone, or, at his or her option may appoint a successor Manager. If no remaining Manager exists, a new Manager may be named by Unit Holders who own more than 50% of the outstanding Units.

Article IX

AMENDMENTS

9.1 Amendments – This Agreement may be amended only with the written consent of the Manager and such Unit Holders as own 66 2/3% of the outstanding Units. No amendment which is not approved in writing by such Members and Manager, however, shall change the purpose of the LLC, modify the term of the LLC, change the LLC to a general partnership, reduce the liabilities, obligations or responsibilities of the Manager, increase the liabilities or commitments of the Unit Holders or change the provisions of this Agreement requiring the unanimous consent of the Unit Holders to continue the business of the LLC.

Article X

DISSOLUTION, WINDING UP AND LIQUIDATION

10.1 Events of Dissolution – The LLC shall be dissolved at the time specified at Article 2.5 above or upon the earlier occurrence of any of the following: (a) at the time specified in the Articles of Organization; (b) upon the happening of events specified in the Articles of Organization; (c) by the vote of a majority in interest of the Members, (d) upon the occurrence of a Dissociation Event, unless the business of the LLC is continued by a vote of a majority in interest of the remaining Members within 90 days of the happening of the event, or (e) by decree of judicial dissolution pursuant to the California limited liability company statute.

10.2 LLC Continuation – The LLC shall not be dissolved by the death, withdrawal, retirement or incapacity of a Manager, provided the business of the LLC is continued by a remaining or successor Manager pursuant to a right to do so stated in the Agreement, which right is hereby granted.

10.3 Winding Up – In the event of dissolution as provided above (including in the event that Members do not elect a successor Manager and continue the business of the LLC as provided above), the business of the LLC shall be wound up, and the assets distributed as provided herein. The winding up of the affairs of the LLC and the distribution of its assets shall be conducted by the Manager who is hereby authorized to do any and all acts and things authorized by law for these purposes. In the event of the removal, death, incapacity, withdrawal or bankruptcy of a Manager, the winding up of the affairs of the LLC and the distribution of its assets shall be conducted by such person or entity as may be selected by such Unit Holders as own at least a majority of the outstanding Units, which person or entity is hereby authorized to do any and all acts and things authorized by law for these purposes. In winding up the affairs of the LLC, property may be sold and a Member may, if such Member desires, purchase such property for the fair market value thereof.

10.4 Liquidation – (a) Upon liquidation of the LLC, all assets of the LLC (except for the remaining rights associated with the Film itself) shall be liquidated and distributions shall be made to Members and the Manager in accordance with their positive capital account balances. Net profits and net losses resulting from transactions in connection with liquidation shall be allocated to each Member and Manager's capital account as set forth in Article V hereof. If upon liquidation, a Manager has a deficit capital account, such Manager must restore the amounts of such deficits to the LLC. Upon the Dissolution of the LLC all property rights and ancillary rights in the Motion Picture shall revert to and be distributed to the Manager. (b) After dissolution and liquidation, all remaining assets of the LLC shall be paid in the following order: (i) to third party creditors (including any lending bank), in the order of priority provided for by law; (ii) to the Manager for reimbursement of any unreimbursed expenses advanced by such Manager or other amounts owed to such Manager by the LLC; (iii) to the Members in accordance with their ending Capital Account balances. (c) If all of the Members and Manager shall so determine, payments on dissolution, or any other LLC distributions, may be made in whole or in part in kind.

Article XI

MISCELLANEOUS PROVISIONS

11.1 Notices – Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed or three (3) business days after deposit in the United States mail, registered or certified, postage and charges prepaid, addressed to each Member or Manager, as applicable, at the applicable address specified by such Member in the Subscription Agreement. A Member may change such Member's address for purposes of notice by a writing sent in accordance with this Section to the Manager.

11.2 Power of Attorney – Each Unit Holder, upon execution of an Offering Subscription Agreement and approval of the Manager, hereby make, constitute and appoint Lenore Cutler as such Unit Holder's true and lawful attorney, with full power of substitution, for such Unit Holder and in such Unit Holder's name, place, stead and benefit, to sign this Agreement, to file

and record the Articles of Organization, and, subject to any applicable consent requirements contained in this Agreement, to sign, execute, certify, swear, acknowledge, file and record any other documents, instruments and conveyances as may be necessary or appropriate to carry out the provisions or purposes of this Agreement or which may be required of the LLC by law in California, or any other applicable jurisdiction, or by federal or state securities laws or other applicable laws, including, without limitation, amendments to or cancellations of such articles.

The foregoing grant of authority is hereby declared to be irrevocable and a power coupled with an interest and shall survive the death, incapacity or bankruptcy of any person hereby giving such power and the transfer or assignment for the whole or any portion of the LLC interest of such person; provided, however, that in the event of a transfer by a Unit Holder of all of such Unit Holder's Units, the foregoing power of attorney of a transferor Unit Holder shall survive such transfer until such time, if any, as the transferee shall have been duly admitted to the LLC as a Substitute Member.

11.3 Severability – If any provision of this Agreement shall be invalid, illegal or unenforceable in any applicable jurisdiction, the validity, legality, and enforceability of the remaining provisions, or of such provision in any other jurisdiction, shall not in any way be affected or impaired thereby.

11.4 Applicability of California Law – This Agreement, and the application or interpretation hereof, shall be governed, construed and enforced exclusively by its terms and in accordance with the laws of the state of California.

11.5 Arbitration – Any dispute, controversy or claim arising out of or in connection with or relating to this Agreement or any breach or alleged breach hereof shall be determined and settled by arbitration in California, pursuant to the rules then in effect of the American Arbitration Association, and any such determination or settlement shall be enforceable pursuant to the applicable provisions of the laws of the state of California. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum (state or federal) having jurisdiction. An arbitrator shall be selected according to the procedure provided for under the commercial arbitration rules of the American Arbitration Association.

11.6 Headings – Headings at the beginning of each Article and Section of this Agreement are solely for the convenience of the readers and are not intended to control or influence in any manner the meaning of the specific language provided thereunder.

11.7 Entire Agreement – This Agreement, the accompanying Offering Memorandum and the Subscription Agreement executed contemporaneously herewith contain the entire agreement between the Members and Manager relating to the subject matter hereof and all other agreements relative hereto which are not contained therein are terminated. Amendments, variations, modifications or changes herein may be effective and binding on the Members and Manager by, and only by, setting the same forth in a document duly executed and consented to by the holders of sixty-six and two-thirds percent (66 2/3%) of the Percentage Interests owned by Unit Holders and Manager and any alleged amendment, variation, modification or change herein which is not so documented shall not be effective as to any Member or Manager.

11.8 Successors – This Agreement shall be binding on and inure to the benefit of the respective successors, assigns and personal representatives of the parties hereto, except to the extent of any contrary provision in this Agreement.

11.9 Consents and Agreements – Any and all consents and agreements provided for or permitted by this Agreement shall be in writing and a signed copy thereof shall be filed and kept with the books of the LLC.

11.10 Attorney's Fees – If any legal action or arbitration or other proceeding is brought by any party hereto for the enforcement of this Agreement or as a result of an alleged breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding, in addition to any other relief in which the party may be entitled.

11.11 Waiver of Claims – Each Member is hereby urged to obtain the advice of independent counsel regarding all matters relating to this investment. To the extent that a Member chooses not to obtain separate legal representation on matters relating to the affairs of the LLC, such Member or Members hereby knowingly and willingly agree to waive any claims against the Manager’s Counsel based on such Counsel's advice to his Manager client as it relates to the LLC.

11.12 No Injunction – The parties hereto agree and acknowledge that in the event of a breach of any party hereto of any obligation hereunder, the damage caused any other party shall not be irreparable or otherwise so sufficient as to give rise to a right of injunctive or other equitable relief, and the parties hereto acknowledge that their rights and remedies in the event of any such breach shall be limited to the right, if any, to recover damages in an action at law or arbitration hereunder and shall not include the right to enjoin the development, financing, production, distribution or other exploitation of the Picture hereunder.

11.13 Cure – No party shall be liable to any other party for damages of any kind arising out of or in connection with any breach of this Agreement occurring or accruing before the breaching party has had reasonable notice of and opportunity to cure such breach.

11.14 Counterparts – This Agreement may be executed in counterparts by each of the Members and Manager, all of which taken together shall be deemed one original.

Article XII

PURCHASER REPRESENTATIONS AND INDEMNIFICATION

12.1 Representations of the Unit Holder – Each Unit Holder hereby represents and warrants to the LLC and all Members and the Manager that the following statements are true: (a) Such Unit Holder is a bona fide resident of the state or country set opposite such Unit Holder's name on the signature page of the Subscription Agreement in that: (i) if a corporation, partnership, trust or other form of business organization, it has its principal office within such state; (ii) if an individual, such individual's principal residence is in such state; and (iii) if a corporation, partnership, trust or other form of business organization which has organized for the specific purpose of acquiring Units in the LLC, all of its beneficial owners are residents of such state.

(b) Such Unit Holder acknowledges the receipt of the Dental Plan Film Management, LLC Offering Memorandum dated **May 22, 2023**. Such Unit Holder has been advised that the Manager’s owners are available to answer questions about the purchase of Units in the LLC and such Unit Holder has asked any questions of the Manager which such Unit Holder desires to ask and has received answers from the Manager with respect to all such questions.

(c) Such Unit Holder recognizes that the LLC will be newly organized and has no history of operations or earnings and is of a speculative nature.

(d) Such Unit Holder understands that no state or federal governmental authority has made any finding or determination relating to the fairness for public investment of the Units offered by the LLC and that no state or federal government authority has or will recommend or endorse these LLC interests.

(e) Such Unit Holder recognizes that prior to this Offering there has been no public market for the Units offered by the LLC and it is likely that after the Offering there will be no such market for the Units.

(f) Such Unit Holder is financially able to comply with such Unit Holder's obligations hereunder; and such Unit Holder has adequate means of providing for such Unit Holder's current financial needs and possible contingencies exclusive of such Prospective Purchaser's investment in the LLC.

(g) Such Unit Holder understands that the IRS may disallow some or all of the deductions or losses to be claimed by the LLC and that the IRS may attempt to treat the LLC as an association taxable as a corporation which could have an adverse economic effect on the Members by (i) taxation of the LLC as a corporation resulting in double taxation of income to the Members and no flow-through of losses and (ii) substantial reduction in yield, if any, of the Members' investment in the LLC.

(h) Such Unit Holder is aware that the Manager and its Affiliates may engage in businesses which are competitive with that of the LLC, and such Unit Holder agrees to such activities even though there may be conflicts of interests inherent therein.

12.2 Indemnification – Each Unit Holder shall and does hereby agree to indemnify and save harmless the LLC, the Manager, the Manager's Affiliates, Counsel and consultants and each other Unit Holder from any damages, claims, expenses, losses or actions resulting from (i) a breach by such Unit Holder of any of the warranties and representations contained in this Section or (ii) the untruth of any of the warranties and representations contained herein. If such warranties and representations

(Continued Next Page)

are either breached or are not true, the Unit Holder who breached such warranties and/or representations, shall, at the election of the Manager, be subject to a rescission of such Unit Holder's rights or interests in the LLC.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date set forth below.

DENTAL PLAN FILM MANAGEMENT, LLC

Tim Bragaw, An Owner of the LLC Manager

Lenore Cutler, An Owner of the LLC Manager

MEMBER ATTORNEY-IN-FACT ACKNOWLEDGMENT

THE STATE OF CALIFORNIA)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, _____, by Lenore Cutler, an individual, as the ATTORNEY-IN-FACT FOR THE MEMBERS of the Dental Plan Film Management, LLC and she is known by me or has demonstrated by sufficient evidence to be the person represented.

Notary Public in and for
the state of California

(Notary Seal)

Printed Name of Notary

My Commission Expires:

MANAGER ACKNOWLEDGMENT

THE STATE OF CALIFORNIA)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, _____ by Tim Bragaw, an owner of the Manager for the Dental Plan Film Management, LLC and he is known by me or has been demonstrated by sufficient evidence to be the person represented.

Notary Public in and for
the state of California

(Notary Seal)

Printed Name of Notary

My Commission Expires:

Exhibit "B"

CHAIN OF TITLE DOCUMENTS

CERTIFICATE OF AUTHORSHIP

The undersigned Tim Bragaw and Jeremiah LaBrue, ("Authors"), hereby certify follows:

(1) That the Screenplay entitled *Dental Plan*, ("Screenplay"), and all literary material of all of the results and proceeds of the Authors' services in connection therewith, was written solely by the Authors for use in connection with the production of a motion picture to be based thereon ("Picture").

(2) That the Screenplay does not contain any material which copies or uses the plot, scenes, sequences, story or characters of any other literary, dramatic or other work not in the public domain or to which the Authors have not acquired the relevant rights; that the Screenplay does not infringe upon any statutory or common law rights in any other literary, dramatic or other materials; that no material in the Screenplay is libelous or violative of the rights of privacy of any other person and the full use of the rights in the Screenplay herein granted to any subsequent owners ("Owner") will not violate any rights of any person, firm or corporation, and that the Screenplay is not in the public domain in any country in the world where copyright protection is available.

The Author has caused this Certificate of Authorship to be executed as of this the ____ day of _____, 20__.

TIM BRAGAW

JEREMIAH LABRUE

Signature

Signature

Address

Address

Telephone

Telephone

SHORT FORM COPYRIGHT ASSIGNMENT

KNOW ALL PERSONS BY THESE PRESENTS that, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Tim Bragaw and Jeremiah LaBrue (“Assignors”) do hereby sell, grant, convey and assign unto Dental Plan Production (“Assignee”), its successors, assigns and licensees forever, all right, title and interest including, but not limited, to the exclusive worldwide Motion Picture and allied rights of Assignors in and to that certain literary work to wit: that certain original Screenplay written by Tim Bragaw and Jeremiah LaBrue, entitled “Dental Plan” (“Literary Property”), and all drafts, revisions, arrangements, adaptations, dramatizations, translations, sequels and other versions of the Literary Property which may heretofore have been written or which may hereafter be written with the sanction of the Assignors.

Dated this the _____ day of _____, 20__.

TIM BRAGAW

JEREMIAH LABRUE

Signature

Signature

THE STATE OF CALIFORNIA }
COUNTY OF _____ }

This instrument was acknowledged before me on the _____ day of _____, 20__ by Tim Bragaw, author of the above named Screenplay and assignors for this document and he is known by me to be the person represented.

Notary Public in and for
the state of California

(Notary Seal)

Printed Name of Notary

My Commission Expires:

SAMPLE REVENUE PROJECTIONS

Dental Plan Film Management, LLC

Financial Projections

ASSUMPTIONS FOR FINANCIAL PROJECTIONS

The following projections estimate several possible revenue streams that may flow back to investors based on three stated distributor gross receipts scenarios. These projections serve only as a guide for investors who would like to estimate their possible return based on different possible combinations of events. There are numerous variables in feature film distribution that cannot be predicted in advance with certainty. Also, given the COVID-19 pandemic and its far-reaching impacts on film distribution, a reset button has been pushed the world over in distribution. Therefore, there is no way to determine in advance the distribution path or success of the LLC’s Film, and of course, there is no guarantee that the LLC’s Film will be able to obtain a distribution deal at all.

These financial projections are based on the written assumptions shown. Assumptions are statements about future events or decisions that are assumed to be true for purposes of creating these financial projections. It is very unlikely that all of these assumptions will turn out to be true, but so long as they are reasonable, set out in writing and in plain English, such assumptions meet SEC guidelines for financial projections. The accompanying financial projections assume that:

1. Offering – The Dental Plan Film Management, LLC was successful in raising \$5,000,000 from accredited investors at \$100,000 per LLC Unit (some investors purchased multiple units and others purchased fractional units – see “Investor Incentives for Purchases of Multiple Units” in the PPM).
2. Completed Film – The Film was completed and was of a quality to be of interest to distributors.
3. Distribution Deal – The producers were successful in obtaining distributor interest and negotiating distribution deals for worldwide rights and/or a streamer buyout and/or a theatrical release without the assistance of a producer’s representative (thus no fee is deducted for the services of a producer’s rep).
4. Distributor Advance– For the theatrical scenario, the distributor did not pay an advance for the rights to distribute the LLC’s Film. For the digital scenario, the distributor did do a worldwide buyout for the rights to distribute the LLC’s Film.
5. Net Profit Participation – For the theatrical scenario, the distributor did not purchase the film outright, but licensed worldwide rights to distribute the film and agreed to pay the LLC 50% of the Film’s net profits (i.e., the gross revenues of the distributor minus the distributor’s fee of 35% and the distributor’s expenses).
6. Worldwide Box Office Gross -- The ten similar films listed in the Box Office Comparables above earned \$967,000,000 at the box office for an average per film of \$96,700,000. This average is used to help determine this assumption #6 of the financial projections. The “Medium” Worldwide Box Office Gross figure is assumed to be 25% of

the average of those ten similarly themed films (see “Box Office Comparables” on page 48 above). The “Low” performance figure is assumed to be half of the “Medium” figure and the “High”, doubles the “Medium figure.

7. Distributor Rentals – In each column, the distributor’s share of the film’s worldwide box office gross is assumed to be calculated as follow: From the Worldwide Box Office Gross (1st line of Revenue Sources and Deductions chart), exhibitors (theater owners) retain 50% of ticket sales. Then, from the remaining 50%, the distributor takes 35% distribution fee plus distribution costs.

8. Other Markets and Media (Ancillary Revenues) -- Whereas data supports a standard anticipated level of ancillary income (from all sources) equal to three or more times that of domestic theatrical gross, the LLC producers have taken a conservative approach and assumed, in these projections, that total anticipated ancillary revenues equal 75% of the Worldwide Box Office Grosses, and further assumed that distributor fees are lower than the domestic box office distribution percentage (in this case, assumed to be 10%).

9. Distributor Gross Receipts – The distributor’s gross receipts at the end of a ten year period of exploitation for the LLC’s Film in all markets and media equal the three different levels shown in the “Low Performance”, “Medium Performance” and “High Performance” columns, and the primary revenue streams are as shown.

10. Distributor Fee – Distribution fees are charged on all sources of revenue including film rentals, television rentals, videocassette sales and ancillary rights. The percentage varies by market and the type of revenue involved. Domestic theatrical distribution fees usually are 30% of gross rentals. Foreign theatrical distribution fees range from 30% to 40%. Fees may be 25% to 35% for U.S. network television sales and 30% to 35% for syndicated television sales. Foreign television distribution fees usually are 30% to 40%. Distribution fees for some ancillary rights, such as merchandising, may be as high as 50%. For simplicity in the preparation of these financial projections, the distributor’s fee is assumed to be an average of 35% across the board.

11. Distribution Expenses – The distributor’s recoupable distribution expenses include a variety of costs associated with preparing a film for distribution and then distributing it. The largest expense usually is advertising or “P&A” which means print and advertising. Some of the other distribution expenses include costs incurred in preparing copies of the film for individual theatres, dubbing, subtitling and re-editing foreign versions, shipping, copyrighting, insurance, litigation, trade association fees, royalties, verifying the accuracy of box office receipts, collection and taxes. The distribution expenses for the Films’ theatrical releases are assumed to be the varying amounts shown for that line item in each of the three performance columns based on previous projects of similar genre.

12. The Film’s Net Profits – The Producers are assumed to have been able to negotiate a 50% participation for the LLC in the Film’s net profits (aka “net proceeds” or “defined proceeds”).

13. LLC Gross Revenues – The LLC was authorized in its operating agreement to make limited and specified deductions from the LLC’s gross revenues, but such deductions are likely to be relatively minimal, thus such deductions are not calculated for purposes of generating these financial projections.

14. Investor/Manager Revenue Sharing Ratio – Per the revenue-sharing ratio set out in the PPM, the LLC Members are paid 100% of the LLC’s Distributable Cash until the Members recoup at 125% of their originally invested capital.

15. Creative Deferments – Creative deferments (i.e., some or all of cast and crew salaries not paid out of the Film’s budget, rather out of the Film’s revenue stream after Investor Recoupment) are assumed to be \$0.

16. Final Split – Subsequent to Investor Recoupment and the payment of deferments, Member/Investors are paid 50% of the LLC’s Distributable Cash for the life of the LLC (10 years).

17. Return on Investment – For the 10 year period considered, the return on an investment of \$100,000 (1 Unit)

expressed as a dollar amount is as shown in each column. The next line shows the ROI expressed as a percentage of the original investment. In both cases this is the return *after* the investor has recouped 125% of the original investment.

FINANCIAL PROJECTIONS

Offering Proceeds	\$5,000,000	\$5,000,000	\$5,000,000
<u>Revenue Sources and Deductions</u>	<u>Low</u>	<u>Medium</u>	<u>High</u>
Worldwide Box Office Gross	\$12,087,500	\$24,175,000	\$48,350,000
Less Exhibitor's Share (50%)	\$ 6,043,750	\$12,087,500	\$24,175,000
Distributor's Gross Receipts	\$ 6,043,750	\$12,087,500	\$24,175,000
Less Distributor's Fee (35%)	\$ 2,115,313	\$ 4,230,625	\$ 8,461,250
Less Distributor Expenses	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000
Total Net Worldwide Box Office	\$ 2,928,438	\$ 5,856,875	\$12,713,750
Ancillary Gross (110% of Box Office)	\$13,296,250	\$26,592,500	\$53,185,000
Less Distributor's Share (10%)	\$ 1,329,625	\$ 2,659,250	\$ 5,318,500
Total Net Ancillary Revenues	\$11,966,625	\$23,933,250	\$47,866,500
Net Worldwide BO + Ancillary Net	\$14,895,063	\$29,790,125	\$60,580,250
Investor Recoupment (125% of \$5,000,000)	\$ 6,250,000	\$ 6,250,000	\$ 6,250,000
Less Creative Deferments	\$ -0-	\$ -0-	\$ -0-
Post Recoupment LLC Distributable Cash	\$ 8,645,063	\$23,540,125	\$54,330,250
Investor Group's Share (50%)	\$ 4,322,532	\$11,770,063	\$27,165,125
Return per LLC Unit (50 @ \$100,000 each)	\$ 86,451	\$ 235,401	\$ 543,303
Projected ROI per LLC Unit	86.45%	235%	443.30%

1 The term "Distributor Rentals" refers to that portion of a film's box office gross that is remitted to the distributor for the film's theatrical release only.

2 The TV and ancillary marketplace is defined for these purposes to refer to the markets and media in which the Film is exploited other than the theatrical markets.

3 The term "Distributor Gross Receipts" includes all revenues received by the distributor for the exploitation of the film in all markets and media.

4 The term "net profits" is often changed to "net proceeds" or "defined proceeds" by contemporary distributors to avoid the implication that exploitation of the film will generate profits.

Dental Plan Film Management, LLC

SUBSCRIPTION DOCUMENTS

Dental Plan Film Management, LLC

SUBSCRIPTION DOCUMENTS

SUBSCRIPTION INSTRUCTIONS

Should you wish to purchase Units in the Dental Plan Film Management, LLC, please complete the following documents. Purchases made on behalf of a corporation should be accompanied by an executed copy of the Certificate of Corporate Resolution (included). Purchases made on behalf of a partnership, limited liability company or a trust should be accompanied by a copy of the partnership agreement, operating agreement or the trust agreement authorizing such purchases.

PURCHASER QUESTIONNAIRE: (page 3) Respond in full to all of the information requested and sign page 6.

SUBSCRIPTION APPLICATION AND AGREEMENT: (page 7) Please fill in the blank at Item #2 on page 7 and complete the required information, date, and provide appropriate signatures on page 10.

CERTIFICATE OF CORPORATE RESOLUTION: (page 11) If purchase is being made on behalf of a corporation, please fill in blanks on page 11 and have the Corporation's Secretary sign on page 11.

IRS FORM W-9: Each subscriber must complete and execute the "Request for Taxpayer Identification Number and Certification" (IRS Form W-9) which accompanies the Subscription Documents, and return it to the Manager to be retained in the Manager's files.

MAKE CHECK PAYABLE TO: **"Dental Plan Production"**

SEND CHECK/DOCUMENTS TO: Dental Plan Production (Manager)
Dental Plan Film Management, LLC
1043 East Santa Anita Avenue
Burbank, California 91501

Dental Plan Film Management, LLC

PURCHASER QUESTIONNAIRE

The Offering of limited liability company interests (“Units”) in the Dental Plan Film Management, LLC is being made pursuant to the exemptions provided by the SEC’s Regulation D, Rule 506(c) and the National Securities Markets Improvement Act (NSMIA) where Units are being offered. One of the requirements of such securities regulations is that all purchasers of the securities be accredited investors, and the Issuer of such securities takes reasonable steps to verify that such purchasers are accredited investors.

The purpose of this Questionnaire is to assist in complying with the above requirements. By signing below, you agree that the Manager may present this Questionnaire to such parties as it deems appropriate in order to be assured that the offer and sale of Units to you will not result in violation of the available exemptions from registration under the Act or any applicable state securities laws, otherwise your answers to this Questionnaire will be kept strictly confidential.

If you are acting as agent for a corporation, partnership, limited liability company, trust or any other entity, any reference to the term “you” shall mean such corporation, partnership, trust, or other entity.

Please complete this Questionnaire as fully as possible, sign and date. PLEASE PRINT OR TYPE. IF THE ANSWER TO ANY QUESTION IS “NONE” OR “NOT APPLICABLE”, PLEASE SO STATE.

I. INDIVIDUALS

Please complete the following if you are investing as an individual:

Name _____

Date of Birth _____

Marital Status _____

Permanent Home Address _____

Home Telephone Number () _____

Social Security No. _____ Citizenship _____

Name of Employer _____

Nature of Business _____

Position _____

General Duties _____

Business Address _____

Business Telephone Number () _____

Are you acting for your own account? Yes () No ()

If you are not acting for your own account, please complete the following:

(i) Capacity in which you are acting (Agent, Trustee, or otherwise):

(ii) Name, address, and telephone number of person(s) you represent:

(iii) Please attach evidence of authority.

II. CORPORATIONS OR OTHER ENTITIES

Please complete the following if you are investing as a corporation, partnership, trust, or other entity:

Name of corporation, partnership, trust, or entity _____

Employer Identification No. _____

Business Activities _____

State and Year of Organization _____

Fiscal year _____

Business Address _____

Business Telephone Number () _____

Has the corporation, partnership, trust, or entity been formed for the specific purpose of making the investment contemplated herein? Yes () No ()

Has the corporation, partnership, trust, or entity been in existence for less than 90 days prior to the date hereof? Yes () No ()

III. ALL PURCHASERS

This Offering is for Accredited Investors only, thus all purchasers should initial the appropriate spaces below as an “Accredited Investor” (Section A) and provide the appropriate supporting documentation to the LLC Manager along with the Third Party Verification form, if used.

Verification of Accredited Investor Status

Nature of Purchaser (initial the appropriate space(s) that apply and provide one form of supporting documentation):

- _____ Registered broker/dealer or investment company.
- _____ Government employee benefit plan with assets in excess of \$5 million.
- _____ 501(c)(3) organization, corporation, business trust or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5 million.
- _____ Individual with net worth in excess of \$1,000,000 excluding the value of the undersigned purchaser’s primary residence.
- _____ Individual with individual income in excess of \$200,000 in each of the two most recent years, or joint income with the undersigned purchaser’s spouse in excess of \$300,000 in each of those years, with a reasonable expectation of reaching the same income level in the current year.

Form of Documentary Evidence in Support of Accredited Investor Status (check applicable box):

- _____ Publicly available information in filings with federal, state or local regulatory body that verifies the undersigned’s accredited investor status.
- _____ Third-party information and documentation that provides reasonably reliable evidence that the undersigned falls within one of the enumerated categories in the accredited investor definition.

Income Information (if applicable)

- _____ Copies of any IRS form that report income for the individual and/or spouse from the two most recent years.
- _____ The undersigned hereby represents that I have a reasonable expectation of reaching the income level necessary to qualify as an accredited investor during the current year.

Net Worth Information (if applicable)

- _____ Assets – Bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments and appraisal reports issued by independent third parties,

dated within the prior three months that confirm the undersigned purchaser's accredited investor status.

_____ Liabilities – A credit report from one of the nationwide reporting agencies dated within the prior three months showing that the liabilities still do not change the undersigned purchaser's accredited investor status based on the reported assets.

_____ The undersigned purchaser and/or spouse hereby represents that all liabilities necessary to make a determination of net worth have been disclosed through documents provided to the Issuer.

Third Party Verification of Accredited Investor Status

_____ Written confirmation at the time of the sale (provide signed and completed Third Party Confirmation of Accredited Investor Status form) from:

- _____ a registered broker/dealer; or
- _____ SEC registered investment adviser; or
- _____ licensed attorney who is in good standing under the laws of the jurisdictions in which he or she is admitted to practice law; or
- _____ CPA who is duly registered and in good standing under the laws of the place of his or her residence or principal office; or
- _____ Any other third party that has taken reasonable steps to verify that the undersigned purchaser is an accredited investor, and has determined that such purchaser is an accredited investor.

I hereby acknowledge that the foregoing statements are true and accurate to the best of my information and belief, and that I will promptly notify the Manager of any changes in the foregoing answers.

IN WITNESS WHEREOF, I have executed this questionnaire this _____ day of _____, _____.

Place of Execution: _____

(Signature)

(Printed Name)

(Title, if Applicable)

Dental Plan Film Management, LLC

SUBSCRIPTION APPLICATION AND AGREEMENT

Dental Plan Production (Manager)
Dental Plan Film Management, LLC
1043 East Santa Anita Avenue
Burbank, California 91501

Dear Mr. Bragaw and Ms. Cutler:

1. I hereby make application for the number of Dental Plan Film Management, LLC limited liability company interests (“Units”) set forth below, which are being offered through the Dental Plan Film Management, LLC, Confidential Private Placement Offering Memorandum associated with such Offering and dated as of **August 31, 2023**.

2. I am herewith tendering payment for the subscribed for Units _____ (# of Units) by delivering a check payable to **Dental Plan Production**, in the amount of \$ _____ (\$100,000 per Unit – minimum purchase 1 Unit).

I understand that the offering of Units will terminate on or before **August 30, 2024** (unless the Offering is extended by the Manager). In the event that my subscription is not accepted all documents and funds delivered by me will be returned promptly to me without deduction. Upon receipt of such funds I will forthwith return the Offering Memorandum to the Manager, or delete any digital copy received via e-mail or electronic transmission. In the sole discretion of the Manager, less than the full number of Units subscribed for by me may be accepted, whereupon the excess funds tendered by me will be returned promptly. It is understood that this subscription is not binding unless and until it is accepted by the Manager. I also understand and agree that my subscription for Units shall not be deemed binding upon the Manager until the funds paid by me clear and are credited to the special segregated bank account set up by the Manager to hold Subscriber funds.

3. I acknowledge that I have received, read, understand, and am familiar with the Offering Memorandum entitled “Dental Plan Film Management, LLC Confidential Private Placement Offering Memorandum”, including all attachments and exhibits thereto and hereby agree that all of the terms and conditions set out in such Offering Memorandum are incorporated herein by reference as if included within this Subscription Application and Agreement. I further acknowledge that, except as set forth in the Offering Memorandum, no representations or warranties have been made to me, or to my advisors, by the Manager or by any person acting on behalf of the Manager, with respect to the proposed business contemplated by the LLC, the deductibility of any item for tax purposes, and/or the economic, tax, or any other aspects or consequences of a purchase of Units, and that I have not relied upon any information concerning the Offering, written or oral, other than that contained in the Offering Memorandum. I further

acknowledge that I have received, completed, and returned to the Manager, the Purchaser Questionnaire relating to my status as an accredited investor and I hereby affirm the correctness of my answers therein.

4. I further represent and warrant to the Manager and its Counsel as follows: I can bear the economic risk of this investment and can afford a complete loss thereof; and I (i) have sufficient liquid assets to pay the full purchase price for the Units representing my interest in the LLC exclusive of financing from a third party; (ii) have adequate means of providing for my current needs and possible personal contingencies, and have no present need for liquidity of this investment; and I am:

(a) an individual who has (i) a net worth or, together with my spouse, a joint net worth (i.e., total assets in excess of total liabilities) in excess of \$1,000,000 (excluding the fair market value of my primary residence), or (ii) an individual income in excess of \$200,000 in each of the two most recent years or joint income with my 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; or

(b) a corporation, partnership, or other organization (an “entity”), and either (i) each shareholder, partner, or equity owner (as appropriate) individually satisfies the net worth or income standards set forth in the foregoing clause (1), or (ii) the organization is (a) an institutional investor as defined in Rule 501(a)(1) of the Securities and Exchange Commission, (b) a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, or (c) an organization described in Section 501 (c)(3) of the Internal Revenue Code with assets in excess of \$5,000,000.

(c) In addition, I am an individual or entity who (either alone or together with a Purchaser Representative) has such knowledge and experience in financial and business matters that I (or together with my Purchaser Representative) am capable of evaluating the merits and risks of an investment in the LLC.

(d) Further, to the representations and warranties made in the preceding subparagraphs (a) or (b), I am a resident of (or the purchasing entity that I represent is domiciled in) the state or country noted in the preceding Purchaser Questionnaire and indicated below.

(e) Also, I have been represented by such legal and tax counsel and others, each of whom has been personally selected by me, as I have found necessary to consult concerning this transaction, and such representation has included an examination of applicable documents and an analysis of all tax, financial, recording and securities law aspects thereof. I, my counsel, my advisors, and such other persons with whom I have found it necessary or advisable to consult, have sufficient knowledge and experience in business and financial matters to evaluate the information set forth in the Offering Memorandum, and the risks of the investment, and to make an informed investment decision with respect thereto.

(f) With respect to the tax aspects of my investment, I am relying solely upon the advise of my own personal tax advisors, and upon my own knowledge with respect thereto.

(g) By signing this Subscription Agreement, I hereby specifically authorize the method set forth in the Operating Agreement and Offering Memorandum by which allocations of net income, net loss, tax credits and other items are made as an express condition to becoming a Unit Holder.

(h) The Manager has made available to me, my counsel and my advisors, prior to the date hereof, the opportunity to ask questions of, and to receive answers from, its principals and their representatives, concerning the terms and conditions of the Offering and access to any information, documents, financial statements, records and books (i) relating to the LLC, the Manager, the business, the Offering and an investment in the Units, and (ii) necessary to verify the accuracy of any information furnished to me. All materials and information required by either me, my counsel, my advisors, or others representing me, including any information required to verify any information furnished, have been made available and examined. I have been advised that the books and records of the Manager as such relates to the LLC will be available upon reasonable notice, for inspection by purchasers during reasonable business hours at the LLC's principal place of business.

(i) I understand that the Units have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), nor pursuant to the provisions of the securities or other laws of any other applicable jurisdictions, in reliance upon the exemption for private offerings contained in Regulation D, Rule 506(c) and the National Securities Market Improvement Act. I am fully aware that the interest subscribed to by me is to be sold to me in reliance upon such exemptions based upon my representations, warranties, and agreements. I am fully aware of the restrictions on sale, transferability, and assignment of the Units, and that I must bear the economic risk of my investment in the Units for an indefinite period of time because the Units have not been registered under the 1933 Act and, therefore, cannot be offered or sold unless they are subsequently registered under the 1933 Act or an exemption from such registration is available.

(j) My execution and delivery of this Subscription Application have been duly authorized by all necessary action. I will not transfer or assign this Subscription Application or any of my interest herein without complying with the procedure set forth in the Offering Memorandum. I am acquiring the Units hereunder for my own account and not for the account of others and for investment purposes only and not with a view to or for the transfer, assignment, resale, or distribution thereof, in whole or in part. I have no present plans to enter into any such contract, undertaking, agreement or arrangement.

(k) I agree that I shall not cancel, terminate or revoke this Application or any agreement of the undersigned made hereunder and that this Application shall survive the death or disability of the undersigned.

(l) I am aware that the Manager has limited financial or operating history and that the Units are speculative investments involving a high degree of risk.

(m) I recognize that a certain amount of flexibility in managing the affairs of the LLC is necessary and I understand that the Manager has reserved, and I hereby specifically authorize, a considerable amount of discretion to be exercised by the Manager in numerous matters relating to the Offering and LLC as described in the Offering Memorandum and the Operating Agreement.

(n) I understand that by completing this Application and by signing below I am specifically authorizing the individual Lenore Cutler to sign the LLC Operating Agreement on my behalf and to cast my vote by proxy for the election of Dental Plan Production as Manager of the Dental Plan Film Management, LLC pursuant to the California limited liability statute.

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

(p) I understand the meaning and legal consequences of the foregoing representations and warranties, which are true and correct as of the date hereof and as of the date of my purchase of the Units subscribed for herein. Each such representation and warranty shall survive such purchase.

5. I hereby agree to indemnify and hold harmless the Manager and its affiliated persons including the Manager's Counsel and Consultants from any and all damages, losses, costs, and expenses (including reasonable attorneys' fees) that they, or any of them, may incur by reason of my failure, or alleged failure, to fulfill any of the terms and conditions of this subscription or by reason of my breach of any of my representations and warranties contained herein.

6. All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered or certified U.S. mail, return receipt requested, postage prepaid (or other similar written communications delivery media including Federal Express), to the undersigned at the following address: Manager, Dental Plan Film Management, LLC, 1043 East Santa Anita Avenue, Burbank, California 91501.

7. Notwithstanding the place where this agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the laws of the state of California.

8. This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties.

IN WITNESS WHEREOF, I have executed this Subscription Application this _____ day of _____, _____.

Individuals:

Entities:

Name

Name of Entity

Signature

Signature and Title

Name of Joint Tenant or
Tenant-in-Common, if any

Resident State/Country

Signature of Joint Tenant or
Tenant-in-Common (if any)

Domicile State/Country

TO BE COMPLETED BY ALL APPLICANTS:

of Units

Street Address

() _____
Telephone Number

E-mail address #1

E-mail address #2 (optional)

Price per Unit is
\$100,000 (minimum purchase 1 Unit) City/State/Country
payable in full, to “**Dental Plan
Production**” upon subscription.

Social Security Number
or Employer ID #

Paid \$ _____.
(Call the Manager for wiring
instructions if desired)

Name and Address of Purchaser

Representative, if any:

APPROVED AND ACCEPTED this ___ day of _____, 20__.

Dental Plan Production (Manager)
Dental Plan Film Management, LLC

Tim Bragaw, An Owner of the LLC Manager

Lenore Cutler, An Owner of the LLC Manager

**EACH SUBSCRIBER MUST ALSO COMPLETE AND EXECUTE THE REQUEST
FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-
9) WHICH ACCOMPANIES THESE SUBSCRIPTION DOCUMENTS.)**

CERTIFICATE OF CORPORATE RESOLUTION
(To be used only in the event that a corporation invests in the LLC)

The undersigned, Secretary of _____ (the "Corporation"), a corporation, does hereby certify that said corporation is duly organized and existing under the laws of the State of _____ that all franchise and other taxes required to maintain its corporate existence have been paid when due and that no such taxes are delinquent; that no proceedings are pending for the forfeiture of its Certificate of Incorporation or for its dissolution, voluntarily or involuntarily; that it is duly qualified to do business in its state of incorporation and is in good standing in such State; that there is no provision of the Articles of Incorporation or by-laws of said corporation limiting the power of the Board of Directors to pass the resolutions set out below and that the same are in conformity with the provisions of said Articles of Incorporation and by-laws; that the Secretary is the keeper of the records and minutes of the proceedings of the Board of Directors of said corporation and that on _____, _____, the following resolutions were duly and legally adopted in writing by the unanimous consent of all Directors, which unanimous consent was and is in the form required by and in conformity with the by-laws of the corporation and by law and that the same have not been altered, amended, rescinded or repealed and are now in full force and effect:

RESOLVED: that the Corporation purchase _____ Units (interests in the Dental Plan Film Management, LLC) for the price and upon the terms described in the associated Offering Memorandum dated **August 31, 2023** and

FURTHER RESOLVED that _____, who holds the office of _____ with the Corporation, be authorized, directed, and empowered to execute such instruments and documents as may be required in connection with the purchase of such Units including, but not limited to a Purchaser Questionnaire, Subscription Application, and such further and additional documents or instruments required in connection with such purchase.

The undersigned does hereby certify that the following person is the officer of the Corporation authorized to act and sign in accordance with the foregoing resolution:

Name

Office

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of said corporation and have attached hereto the official seal of said corporation, on this _____ day of _____, _____.

(Corporate Seal)

Secretary