CONFIDENTIAL

PRIVATE PLACEMENT MEMORANDUM
FOR ACCREDITED INVESTORS ONLY

MEMORANDUM No. ____
FOR THE EXCLUSIVE USE OF

____
(name of prospective investor)

MASTURA - THE SERIES, LLC

Offering 300 Class A Units
At $100,000 Per Unit

Up to $30,000,000

February 1, 2021

MASTURA - THE SERIES, LLC (the "LLC" or "Company") is a Nevada limited liability company formed to produce and take to market the first ten (10) episode season of a television series currently titled *"Mastura"* (the "Series") for intended release on cable networks or existing streaming media Internet platforms, or to be distributed on an independent platform created by the Company or a third-party internet distribution platform not owned by the Company, or a distribution strategy not yet contemplated.

The Manager of the Company, BRANDED ENTERTAINMENT, INC., a Nevada corporation (the "Manager"), is offering for sale a maximum of 300 Class A Units in the Company at a cost of ONE HUNDRED THOUSAND DOLLARS ($100,000) per unit with a cumulative total offering of THIRTY MILLION DOLLARS ($30,000,000).

THE SECURITIES DESCRIBED HEREIN HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE, IN RELIANCE UPON ONE OR MORE SPECIFIC EXEMPTIONS FROM THE REGISTRATION OR QUALIFICATION REQUIREMENTS THEREOF. NEITHER THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "S.E.C."), NOR ANY OTHER FEDERAL OR STATE AUTHORITY HAS PASSED UPON, APPROVED, OR ENDORSED THESE SECURITIES, THE MERITS OF THIS OFFERING, OR THE ACCURACY OR ADEQUACY OF THIS PRIVATE PLACEMENT MEMORANDUM, AND ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE INTENDED TO BE ACQUIRED FOR INVESTMENT, AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE SOLD, MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE SECURITIES ACT OR AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT.

The information contained herein (the "**Information**") has been prepared solely by MASTURA – THE SERIES, LLC (the "**Company**," "**we**," "**us**," "**our**" and similar terms) and its legal counsel and team of advisors for the *private and confidential* use of prospective investors considering the purchase of the securities summarized herein and is not to be reproduced or distributed by such prospective investors, other than in connection with confidentially sharing such Information with such prospective investors' financial advisors, legal advisors or consultants. All prospective investors are encouraged to conduct their own independent due diligence review before investing in the Company.

The Information herein contains certain "*forward-looking*" statements, which are based on various assumptions made by the Company at this time and there is no guarantee that these assumptions are or may prove to be correct. There is no assurance that such forward-looking statements will accurately predict future events or the actual performance of the Company. In addition, any projections and/or representations, whether written or oral, through inference or through hearsay, or any promise or guarantee which do not conform to those contained within this Memorandum must be disregarded. Only the Information should be relied upon as a representation of the Company's intention to execute its business plan and therefore, Investors, also referred to herein as Purchasers or Prospective Purchasers, should only use the Information in making a decision about whether or not to invest in this Company. No representation or warranty can be given that the estimates, projections, opinions or assumptions made herein will prove to be accurate.

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EXHIBITS

A) Operating Agreement

B) Subscription Agreement

MASTURA - THE SERIES, LLC

MASTURA - THE SERIES, LLC, a Nevada limited liability company (the "**Company**," "**we**," "**our**," **us**"), is offering (the "**Offering**") only to "accredited investors" (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**") up to a maximum of $30,000,000 (the "**Maximum Offering Amount**") of Units, valued at $100,000 per Unit (the "**Units**" or "**Securities**"). Correspondingly, each Unit will be sold at $100,000 per Unit. The Units are being offered on the terms and conditions set forth in this Confidential Private Placement Memorandum (this "**Memorandum**"). The Company shall receive and begin to use proceeds from this Offering on a rolling basis until the Maximum Offering Amount is reached. Investments in this Offering will be due and payable to the Company immediately upon the execution of the required offering documentation. The Company may use investor funds as they are received at the Company's sole discretion, consistent with the Use of Proceeds described herein.

The Units are referred to in this Memorandum as the "**Securities**" and shall be used, for purposes of clarity, interchangeably. In order to participate in this Offering, an investor must purchase a minimum of $100,000 of the Securities (the "**Minimum Subscription Amount**"), which Minimum Subscription Amount may be reduced at the sole discretion of the Company.

AN INVESTMENT IN THE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN AFFORD TO SUSTAIN A LOSS OF THEIR ENTIRE INVESTMENT. SEE "RISK FACTORS."

None of the Securities have been, or are currently registered, with the U.S. Securities and Exchange Commission (the "S.E.C."), nor do they trade in any market. Investors (also referred to herein as Purchasers or Prospective Purchasers) who purchase the Securities should do so only if they are prepared to own an investment for which there is currently no or limited liquidity. The Securities are subject to restrictions on transferability and resale and may not be transferred or resold except pursuant to registration under or exemption from the Securities Act and applicable state securities laws. As a result, you will be required to bear the financial risks of this investment for an indefinite period of time.

Neither the S.E.C. nor any state securities commission has approved or disapproved the sale of these securities or passed upon the adequacy or accuracy of the Memorandum. Any representation to the contrary is a criminal offense.

THE INFORMATION PROVIDED HEREIN IS HIGHLY CONFIDENTIAL AND HAS BEEN PREPARED SOLELY FOR USE IN CONNECTION WITH THE OFFERING.

NOTICES RELATING TO U.S. SECURITIES LAWS

THE SECURITIES TO BE OFFERED AND SOLD HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR ANY STATE SECURITIES ACT. THE SECURITIES ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SUCH ACTS. THE SECURITIES ARE BEING OFFERED AND SOLD ONLY TO BONA FIDE RESIDENTS OF STATES IN WHICH SUCH EXEMPTION IS AVAILABLE, WHO CAN MEET CERTAIN REQUIREMENTS, INCLUDING NET WORTH AND INCOME REQUIREMENTS, AND WHO PURCHASE THE SECURITIES WITHOUT A VIEW TO DISTRIBUTION OR RESALE.

INVESTMENT IN THE SECURITIES HAS NOT BEEN APPROVED OR DISAPPROVED BY THE S.E.C. OR ANY OTHER REGULATORY AUTHORITY NOR HAS ANY AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO ANYONE IN ANY STATE OR IN ANY OTHER JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED. IN ADDITION, THE MEMORANDUM CONSTITUTES AN OFFER ONLY IF RECEIVED FROM AN AUTHORIZED REPRESENTATIVE OF THE COMPANY. THE COMPANY RESERVES THE RIGHT TO WITHDRAW OR AMEND FOR ANY REASON THE OFFERING AND TO REJECT ANY SUBSCRIPTION AGREEMENT FOR ANY REASON.

THE OFFERING IS BEING MADE IN RELIANCE UPON THE AVAILABILITY OF AN EXEMPTION FROM THE REGISTRATION PROVISIONS OF THE SECURITIES ACT BY VIRTUE OF THE INTENDED COMPLIANCE WITH THE PROVISIONS OF REGULATION D AND SECTION 4(a)(2) OF SUCH ACT. ACCORDINGLY, AMONG OTHER THINGS, NO GENERAL OR PUBLIC SOLICITATION OR ADVERTISING SHALL BE EMPLOYED IN THE OFFERING OF THE SECURITIES. NO PERSON HAS BEEN AUTHORIZED IN CONNECTION WITH THE OFFERING TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM AND, IF GIVEN OR MADE, SUCH INFORMATION AND REPRESENTATIONS MUST NOT BE RELIED UPON; PROVIDED, HOWEVER, THAT NOTHING HEREIN CONTAINED SHALL LIMIT THE OPPORTUNITY OF ANY OFFEREE OR HIS OFFEREE REPRESENTATIVE, ACCOUNTANT OR ATTORNEY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING, OR TO OBTAIN ADDITIONAL INFORMATION NECESSARY TO VERIFY THE ACCURACY OR ADEQUACY OF ANY OF THE INFORMATION CONTAINED HEREIN OR IN ANY OTHER DOCUMENT REFERRED TO HEREIN. UNDER NO CIRCUMSTANCES SHALL THE DELIVERY OF THE MEMORANDUM OR SALE MADE HEREUNDER CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE FACTS OR THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF, OR THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF THE MEMORANDUM. HOWEVER, IF ANY MATERIAL ADVERSE CHANGE OCCURS PRIOR TO THE TERMINATION OF THE OFFERING OF THE SECURITIES, THE MEMORANDUM WILL BE AMENDED OR SUPPLEMENTED, ACCORDINGLY.

AN INDIVIDUAL PROSPECTIVE ACCREDITED INVESTOR, AS DEFINED IN RULE 501 OF REGULATION D, MUST REPRESENT IN HIS SUBSCRIPTION AGREEMENT AND THE ACCREDITED INVESTOR QUESTIONNAIRE ATTACHED THERETO (MADE A PART HEREOF AND ATTACHED HERETO AS EXHIBIT B) WITH THE COMPANY THAT HE HAS: A NET WORTH (EXCLUSIVE OF RESIDENCE AND ALL PERSONAL PROPERTY) OF AT LEAST $1

MILLION OR THAT HIS GROSS INCOME HAS EQUALED OR EXCEEDED $200,000 (OR $300,000 TOGETHER WITH HIS SPOUSE) DURING EACH OF THE LAST TWO (2) YEARS AND IS EXPECTED TO DO SO FOR THE CURRENT YEAR. EACH PROSPECTIVE ACCREDITED INVESTOR WILL BE REQUIRED TO REPRESENT AND/OR DEMONSTRATE TO THE SATISFACTION OF THE COMPANY THAT: (1) HE HAS SUCH SOPHISTICATION, KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT HE IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF THIS INVESTMENT AND (2) HE IS ABLE TO BEAR THE ECONOMIC RISKS OF THIS INVESTMENT, INCLUDING TOTAL LOSS, AND (3) THAT HE IS PURCHASING THE SECURITIES FOR HIS OWN ACCOUNT AND NOT FOR RESALE.

NO ASSURANCE IS MADE THAT THE COMPANY WILL ULTIMATELY SUCCEED IN ITS BUSINESS PLAN. THE PURCHASE OF THE SECURITIES IS HIGHLY SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. THE SECURITIES SHOULD NOT BE PURCHASED BY ANYONE WHO CANNOT AFFORD A TOTAL LOSS OF HIS INVESTMENT.

TRANSFER OF THE SECURITIES (WHICH ARE CONSIDERED "SECURITIES" AS DEFINED UNDER THE SECURITIES ACT AND UNDER CERTAIN STATE "BLUE SKY" LAWS) IS SPECIFICALLY RESTRICTED UNDER THE SUBSCRIPTION AGREEMENT BECAUSE THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT.

IF A PROSPECTIVE PURCHASER ELECTS NOT TO MAKE A PURCHASE OFFER OR SUCH PURCHASE OFFER IS REJECTED BY THE COMPANY, SAID OFFEREE, BY ACCEPTING DELIVERY OF THE MEMORANDUM, AGREES TO IMMEDIATELY RETURN THE MEMORANDUM AND ALL RELATED DOCUMENTS APPENDED HERETO TO THE COMPANY OR CERTIFY THEIR DESTRUCTION, AT THE ELECTION OF THE COMPANY.

NOTICE TO RESIDENTS OF ALL STATES

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE WITHIN THE UNITED STATES AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THIS MEMORANDUM HAS BEEN PREPARED IN CONNECTION WITH THE CONFIDENTIAL PRIVATE PLACEMENT OF THE SECURITIES AND MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE. NO REPRODUCTION OR DISTRIBUTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF ITS CONTENTS, BY ANY PERSON OR ENTITY, MAY BE MADE WITHOUT THE WRITTEN PERMISSION OF THE COMPANY.

NASAA UNIFORM LEGEND

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

FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO FOREIGN INVESTORS

IF YOU LIVE OUTSIDE THE UNITED STATES, IT IS YOUR RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY PURCHASE, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES, AND HEREBY INDEMNIFY AND HOLD THE COMPANY HARMLESS FOR ANY LIABILITY ARISING FROM A FAILURE TO COMPLY WITH ANY APPLICABLE AUTHORITY.

NEITHER THE S.E.C. 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 S.E.C. HOWEVER, THE S.E.C. 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 SHARES IS SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. SEE, “RISK FACTORS.”

REQUIRED NOTICES

THIS COMPANY 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 COMPANY.

CERTAIN INFORMATION CONTAINED IN THIS MEMORANDUM IS CONFIDENTIAL AND PROPRIETARY TO THE COMPANY AND ITS MANAGEMENT AND IS BEING SUBMITTED TO PROSPECTIVE PURCHASERS SOLELY FOR SUCH PURCHASERS' CONFIDENTIAL USE WITH THE EXPRESS UNDERSTANDING THAT, WITHOUT PRIOR EXPRESS PERMISSION OF THE MANAGEMENT, SUCH PERSONS WILL NOT RELEASE THIS DOCUMENT OR DISCUSS THE INFORMATION CONTAINED HEREIN OR MAKE REPRODUCTIONS OF OR USE THIS MEMORANDUM FOR ANY PURPOSE OTHER THAN EVALUATING A POTENTIAL INVESTMENT IN THE SHARES OF THE COMPANY. THIS MEMORANDUM MAY NOT BE REPRODUCED, IN WHOLE OR IN PART, AND IT IS ACCEPTED WITH THE UNDERSTANDING THAT THIS MEMORANDUM WILL BE RETURNED IF THE RECIPIENT DOES NOT PURCHASE THE SECURITIES OFFERED HEREIN.

THIS OFFERING IS SUBJECT TO WITHDRAWAL, CANCELLATION, OR MODIFICATION BY THE MANAGEMENT WITHOUT NOTICE. THE MANAGEMENT RESERVES THE RIGHT IN ITS SOLE DISCRETION TO REJECT ANY SUBSCRIPTION, IN WHOLE OR IN PART OF SHARES SUBSCRIBED FOR. MANAGEMENT HAS THE RIGHT TO ACCEPT SUBSCRIPTIONS FOR LESS THAN THE MINIMUM PURCHASE AMOUNT.

THIS MEMORANDUM SHOULD BE READ BY EACH PROSPECTIVE PURCHASER AND HIS OR HER REPRESENTATIVE IN CONJUNCTION WITH THE EXHIBITS ATTACHED HERETO.

EACH PROSPECTIVE PURCHASER AND HIS OR HER REPRESENTATIVE MAY MAKE INQUIRIES OF THE MANAGEMENT WITH RESPECT TO THE BUSINESS OR ANY OTHER MATTERS RELATING TO THE COMPANY AND AN INVESTMENT IN THE SECURITIES THEREOF, AND MAY OBTAIN ANY ADDITIONAL INFORMATION WHICH SUCH PROSPECTIVE PURCHASER DEEMS NECESSARY IN CONNECTION WITH MAKING AN INVESTMENT DECISION IN ORDER TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS MEMORANDUM (TO THE EXTENT THAT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE). IN CONNECTION WITH ANY SUCH INQUIRY, ANY DOCUMENTS WHICH ANY PROSPECTIVE PURCHASER WISHES TO REVIEW WILL BE MADE AVAILABLE FOR INSPECTION AND COPYING OR PROVIDED, UPON REQUEST, SUBJECT TO THE PROSPECTIVE PURCHASER'S AGREEMENT TO MAINTAIN SUCH INFORMATION IN CONFIDENCE AND TO RETURN THE SAME TO THE MANAGEMENT IF THE RECIPIENT DOES NOT PURCHASE THE SECURITIES OFFERED HEREUNDER. ANY SUCH INQUIRIES OR REQUESTS FOR ANY SUCH ADDITIONAL INFORMATION OR DOCUMENTS SHOULD BE MADE IN WRITING TO THE MANAGEMENT.

NO PERSON, OTHER THAN AS PROVIDED FOR HEREIN, HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM IN CONNECTION WITH THE OFFER BEING MADE HEREBY, AND IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE MANAGEMENT.

THIS OFFERING MEMORANDUM, ITS EXHIBITS AND THE ATTACHED SUBSCRIPTION DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT. PROSPECTIVE PURCHASERS WHO, SO IN FACT, PURCHASE SHARES THROUGH THIS MEMORANDUM ARE, BY DOING SO AGREEING THAT THEY ARE INFORMED, DO ACKNOWLEDGE AND DO AGREE THAT THIS OFFERING MEMORANDUM, ITS EXHIBITS AND THE ATTACHED SUBSCRIPTION DOCUMENTS, CONSTITUTE THE FULL, COMPLETE AND ENTIRE AGREEMENT AND EXCLUSIVE STATEMENT AS TO THE TERMS AND CONDITIONS THEREOF BETWEEN THE PARTIES IN CONNECTION WITH THE OFFER, SALE AND PURCHASE OF SHARES AND THEREBY SUPERSEDES, MERGES, CANCELS AND OVERRIDES, IN ALL RESPECTS, ALL PRIOR AND CONTEMPORANEOUS UNDERTAKINGS, REPRESENTATIONS, COMMUNICATIONS, CORRESPONDENCE, INFERENCES, UNDERSTANDINGS AND AGREEMENTS, IF ANY, BETWEEN THE UNDERSIGNED AND THE OTHER PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF, WHETHER SUCH BE WRITTEN OR ORAL. FOR THE AVOIDANCE OF DOUBT, THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT HE OR SHE HAS NOT RELIED UPON ANY REPRESENTATION OR OTHER STATEMENT, WHETHER WRITTEN OR ORAL, IN ENTERING INTO OR EXECUTING THE SUBSCRIPTION AGREEMENT OR OTHER DOCUMENTS ASSOCIATED WITH THIS MEMORANDUM THAT IS NOT SET OUT EXPRESSLY THEREIN.

PROSPECTIVE PURCHASERS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, INVESTMENT, AND/OR TAX ADVICE. PROSPECTIVE PURCHASERS SHOULD CONSULT THEIR ADVISORS AS TO LEGAL, INVESTMENT, TAX AND OTHER RELATED MATTERS CONCERNING AN INVESTMENT BY SUCH PROSPECTIVE PURCHASER IN THE COMPANY.

THE STATEMENTS CONTAINED HEREIN ARE BASED ON INFORMATION BELIEVED BY THE MANAGEMENT TO BE RELIABLE. NO WARRANTY IS MADE AS TO THE ACCURACY OF SUCH INFORMATION OR THAT CIRCUMSTANCES HAVE NOT CHANGED SINCE THE DATE SUCH INFORMATION WAS SUPPLIED. THIS MEMORANDUM CONTAINS SUMMARIES OF CERTAIN PROVISIONS OF DOCUMENTS RELATING TO THE PURCHASE OF SHARES, AS WELL AS SUMMARIES OF VARIOUS PROVISIONS OF RELEVANT STATUTES AND REGULATIONS. SUCH SUMMARIES DO NOT PURPORT TO BE COMPLETE AND ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE TEXTS OF THE ORIGINAL DOCUMENTS, STATUTES, AND REGULATIONS, WHICH ARE AVAILABLE UPON REQUEST.

IT IS THE RESPONSIBILITY OF PROSPECTIVE PURCHASERS WISHING TO PURCHASE COMPANY SHARES TO SATISFY THEMSELVES AS TO THE FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

<u>THIS MEMORANDUM CONSTITUTES AN OFFER ONLY TO THE PERSON WHOSE NAME APPEARS ON THE COVER PAGE.</u> ANY REPRODUCTION OR DISTRIBUTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DISCLOSURE OF ANY OF ITS CONTENTS TO UNAUTHORIZED PERSONS IS PROHIBITED. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER, AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN ANY JURISDICTION OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION. NO PERSON HAS BEEN AUTHORIZED IN CONNECTION WITH THIS OFFERING TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS

MEMORANDUM AND, IF GIVEN OR MADE, SUCH INFORMATION AND REPRESENTATIONS MUST NOT BE RELIED UPON OR INFERENCES MADE THEREFROM. STATEMENTS CONTAINED HEREIN AS TO THE CONTENTS OF ANY AGREEMENT OR OTHER DOCUMENTS ARE SUMMARIES AND, THEREFORE, ARE NECESSARILY SELECTIVE AND INCOMPLETE. COPIES OF THE DOCUMENTS REFERRED TO HEREIN MAY BE OBTAINED FROM THE COMPANY AND ARE AVAILABLE FOR INSPECTION UPON WRITTEN REQUEST.

THESE SECURITIES ARE BEING SOLD IN RELIANCE UPON THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION'S REGULATION D, RULE 506, AS AMENDED, AND THE NATIONAL SECURITIES MARKETS IMPROVEMENTS ACT OF 1996 (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 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. THIS OFFERING INVOLVES A HIGH DEGREE OF RISK.

JOBS ACT 506(c) GENERAL SOLICITATION

UNDER RULE 506(c) OF THE JOBS ACT, AN ISSUER MAY USE GENERAL SOLICITATION OR GENERAL ADVERTISING TO OFFER AND SELL SECURITIES, PROVIDED THAT THE FOLLOWING CONDITIONS ARE MET:

- **THE ISSUER TAKES REASONABLE STEPS TO VERIFY THAT ALL PURCHASERS ARE ACCREDITED INVESTORS**
- **ALL PURCHASERS ARE ACCREDITED INVESTORS, OR THE ISSUER REASONABLY BELIEVES THEY ARE, AT THE TIME OF THE SALE OF SECURITIES; AND**
- **ALL TERMS OF RULE 501 (DEFINITIONS) AND RULES 502(a) (INTEGRATION) AND 502(d) (RESTRICTIONS ON RESALE) ARE SATISFIED.**

EACH PROSPECTIVE PURCHASER SHOULD BE AWARE THAT THE PROSPECTIVE PURCHASER MIGHT BE REQUIRED TO BEAR THE ECONOMIC RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE SHARES OFFERED HEREIN HAVE NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES ACT OF 1933, AS AMENDED, AND THEREFORE CANNOT BE SOLD UNLESS SO REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. ACCORDINGLY, IN DETERMINING WHETHER A PROSPECTIVE PURCHASER CAN BEAR THE ECONOMIC RISK OF THIS INVESTMENT, A PROSPECTIVE PURCHASER SHOULD CONSIDER, AMONG OTHER FACTORS, WHETHER SUCH PROSPECTIVE PURCHASER CAN AFFORD TO HOLD SUCH SHARES INTEREST FOR AN INDEFINITE PERIOD, AND WHETHER AT THE TIME OF THE INVESTMENT SUCH PROSPECTIVE PURCHASER CAN AFFORD A COMPLETE LOSS OF HIS OR HER INVESTMENT.

UNDER NO CIRCUMSTANCE SHALL THE DELIVERY OF THIS MEMORANDUM OR ANY SALE HEREUNDER CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE FACTS SET FORTH HEREIN OR IN THE AFFAIRS OF THE MANAGEMENT OR OTHER PARTIES DESCRIBED HEREIN SINCE THE DATE HEREOF, OR THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF THIS MEMORANDUM.

IF ANY PERSON ELECTS NOT TO MAKE AN OFFER TO ACQUIRE SECURITIES OFFERED HEREBY OR SUCH OFFER IS REJECTED IN WHOLE OR IN PART BY THE MANAGEMENT, SUCH PERSON, BY ACCEPTING DELIVERY OF THIS MEMORANDUM, AGREES TO RETURN THIS MEMORANDUM AND ALL SUCH RELATED DOCUMENTS ENCLOSED HEREWITH OR FURNISHED SUBSEQUENTLY, TO THE COMPANY OR THE MANAGEMENT AT ITS PRINCIPAL PLACE OF BUSINESS, OR TO, AT THE ELECTION OF THE COMPANY, CERTIFY THE DESTRUCTION OF THE SAME.

SALES OF THE SECURITIES CAN BE CONSUMMATED ONLY BY ACCEPTANCE BY THE MANAGEMENT. NO SOLICITATION OF ANY SUCH OFFER (INCLUDING ANY SOLICITATION WHICH MAY BE CONSTRUED AS AN "OFFER" UNDER FEDERAL AND/OR STATE SECURITIES LAWS) TO PROSPECTIVE PURCHASERS IS AUTHORIZED WITHOUT THE PRIOR APPROVAL BY THE MANAGEMENT. THE MANAGEMENT RESERVES THE RIGHT TO REVOKE ANY OFFER MADE HEREBY AND TO REJECT ANY OFFER TO PURCHASE THE SECURITIES BY ANY PROSPECTIVE PURCHASER, WHETHER IN WHOLE OR IN PART.

PROSPECTIVE PURCHASERS AND THEIR REPRESENTATIVES, ADVISORS, ACCOUNTANTS AND ATTORNEYS ARE ENCOURAGED TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE COMPANY'S MANAGEMENT CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND TO OBTAIN ADDITIONAL INFORMATION CONCERNING THE COMPANY OR OTHER INFORMATION NECESSARY TO VERIFY THE ACCURACY OF ANY OF THE INFORMATION CONTAINED HEREIN OR IN ANY DOCUMENT REFERRED TO HEREIN OR DELIVERED IN CONNECTION HEREWITH.

THIS MEMORANDUM AND ITS EXHIBITS, SHALL CONSTITUTE THE FULL, COMPLETE AND EXCLUSIVE STATEMENT AS TO THE TERMS AND CONDITIONS IN CONNECTION WITH THE OFFER, SALE AND PURCHASE OF SHARES HEREIN SUPERSEDES, MERGES, CANCELS AND OVERRIDES, IN ALL RESPECTS, ANY AND ALL PRIOR AND CONTEMPORANEOUS UNDERTAKINGS, REPRESENTATIONS, COMMUNICATIONS, CORRESPONDENCE, UNDERSTANDINGS AND AGREEMENTS, IF ANY, WITH RESPECT TO THE SUBJECT MATTER HEREOF, WHETHER SUCH BE WRITTEN OR ORAL. THE PROSPECTIVE PURCHASER SHOULD BE AWARE AND ACKNOWLEDGES AND AGREES THAT HE OR SHE HAS NOT OTHERWISE RELIED UPON OR CONSTRUED ANY REPRESENTATION OR OTHER STATEMENT, ORAL OR WRITTEN, OR INFERENCE, IN ENTERING INTO OR EXECUTING THE OPERATING AGREEMENT AND/OR SUBSCRIPTION AGREEMENT PERTINENT TO THIS MEMORANDUM THAT IS NOT SET OUT EXPRESSLY HEREIN.

DISCLOSURE OF FORWARD-LOOKING STATEMENT

THIS MEMORANDUM INCLUDES "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF VARIOUS PROVISIONS OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED THE "EXCHANGE ACT." ALL STATEMENTS, OTHER THAN STATEMENTS OF HISTORICAL FACTS, INCLUDED IN THIS MEMORANDUM WHICH ADDRESS FUTURE ACTIVITIES, EVENTS, OR DEVELOPMENTS, INCLUDING, BUT NOT LIMITED TO, SUCH THINGS AS FUTURE REVENUES, POTENTIAL MARKET, PROJECT DEVELOPMENT, MARKET ACCEPTANCE, RESPONSES FROM COMPETITORS, CAPITAL EXPENDITURES (INCLUDING THE AMOUNT AND THE NATURE THEREOF), BUSINESS STRATEGY AND MEASURES TO IMPLEMENT STRATEGY, COMPETITIVE STRENGTHS, GOALS, EXPANSION AND GROWTH OF THE BUSINESS AND OPERATIONS, PLANS, REFERENCES TO FUTURE SUCCESS AND OTHER MATTERS, ARE "FORWARD-LOOKING

STATEMENTS." THESE STATEMENTS RELATE TO FUTURE EVENTS OR FUTURE PREDICTIONS, INCLUDING EVENTS OR PREDICTIONS RELATING TO THE FUTURE FINANCIAL PERFORMANCE, AND ARE GENERALLY IDENTIFIABLE BY THE USE OF SUCH WORDS AS "MAY," "WILL," SHOULD," "EXPECT," "PLAN," ANTICIPATE," "BELIEVE," "FEEL," "CONFIDENT," "ESTIMATE," "PREDICT," "POTENTIAL," OR "CONTINUE" OR THE NEGATIVE OF SUCH TERMS OR OTHER VARIATIONS ON THESE WORDS OR COMPARABLE TERMINOLOGY. THESE STATEMENTS ARE ONLY PREDICTIONS AND INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS, INCLUDING THE RISKS OUTLINED IN THIS MEMORANDUM, THAT MAY CAUSE THE COMPANY OR THE INDUSTRY'S ACTUAL RESULTS, LEVELS OF ACTIVITY, PERFORMANCE OR ACHIEVEMENTS TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS LEVELS OF ACTIVITY, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THESE STATEMENTS ARE BASED ON CERTAIN ASSUMPTIONS AND ANALYSES THE COMPANY HAS MADE IN LIGHT OF THE EXPERIENCE AND THE ASSESSMENT OF HISTORICAL TRENDS, CURRENT CONDITIONS AND EXPECTED FUTURE DEVELOPMENTS AS WELL AS OTHER FACTORS THE COMPANY BELIEVES ARE APPROPRIATE IN THE CIRCUMSTANCES. HOWEVER, WHETHER ACTUAL RESULTS WILL CONFORM TO THE EXPECTATIONS AND PREDICTIONS IS SUBJECT TO A NUMBER OF RISKS AND UNCERTAINTIES THAT MAY CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY, INCLUDING THE RISKS AND UNCERTAINTIES DISCUSSED IN THIS MEMORANDUM.

CONFIDENTIALITY

BY ACCEPTING DELIVERY OF THE MEMORANDUM, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE INFORMATION CONTAINED HEREIN IS OF A CONFIDENTIAL NATURE AND THAT THE MEMORANDUM HAS BEEN FURNISHED TO YOU SOLELY FOR YOUR CONFIDENTIAL USE FOR THE PURPOSE OF ENABLING YOU TO CONSIDER AND EVALUATE AN INVESTMENT IN THE OFFERED SECURITIES. YOU AGREE THAT YOU WILL TREAT SUCH INFORMATION IN A CONFIDENTIAL MANNER, WILL NOT USE SUCH INFORMATION FOR ANY PURPOSE OTHER THAN EVALUATING AN INVESTMENT IN THE OFFERED SECURITIES, AND WILL NOT, DIRECTLY OR INDIRECTLY, DISCLOSE OR PERMIT YOUR AGENTS OR AFFILIATES TO DISCLOSE ANY OF SUCH INFORMATION WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY. YOU ALSO AGREE TO MAKE YOUR REPRESENTATIVES AWARE OF THE TERMS OF THIS PARAGRAPH AND TO BE RESPONSIBLE FOR ANY BREACH OF THIS AGREEMENT BY SUCH REPRESENTATIVES. LIKEWISE, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY, YOU AGREE THAT YOU WILL NOT, DIRECTLY OR INDIRECTLY, MAKE ANY STATEMENTS, ANY PUBLIC ANNOUNCEMENTS, OR ANY RELEASE TO ANY TRADE PUBLICATION OR TO THE PRESS WITH RESPECT TO THE SUBJECT MATTER OF THE MEMORANDUM. IF YOU DECIDE NOT TO PURSUE FURTHER INVESTIGATION OF AN INVESTMENT IN THE OFFERING OR TO NOT PARTICIPATE IN THE OFFERING, YOU AGREE TO PROMPTLY RETURN THE MEMORANDUM AND ANY ACCOMPANYING DOCUMENTATION TO THE COMPANY, OR AT THE COMPANY'S SOLE DISCRETION, CERTIFY THE DESTRUCTION OF THE SAME.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS AND RISK FACTORS

Before purchasing any of the Securities, you should carefully read and consider the risk factors described herein. You should be prepared to accept any and all of the risks associated with purchasing the Securities, including a loss of all of your investment.

This Confidential Private Placement Memorandum includes forward-looking statements. Forward-looking statements give the Company's current expectations or forecasts of future events. Words such as "expect," "may," "anticipate," "intend," "would," "plan," "believe," "estimate," "should," and similar words and expressions identify forward-looking statements. Forward-looking statements in the Memorandum include express or implied statements concerning the Company's future revenues, expenditures, capital or other funding requirements, the adequacy of the Company's current cash and working capital to fund our present and planned operations and financing needs, expansion of and demand for our product offerings, and the growth of the Company's business and operations through acquisitions or otherwise, as well as future economic and other conditions both generally and in the Company's specific geographic and product markets. These statements are based on the Company's estimates, projections, beliefs and assumptions and are not guarantees of future performance.

The Company cautions that the risk factors described herein, among others, could cause the Company's actual results to differ materially from those expressed in forward-looking statements made by or on behalf of the Company in this Memorandum, press releases, communications with investors and oral statements. Any of these risk factors, among others, also could, among other materially adverse consequences, negatively impact the Company's operating results and financial condition, and even result in the failure of the Company.

The Company's forward-looking statements relate only to events as of the date on which the statements are made. The Company undertakes no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise, even if experience or future changes make it clear that any projected results or events expressed or implied therein will not be realized. You are advised, however, to consult any further disclosures the Company makes in future public statements and press releases.

BUSINESS SUMMARY

*The following is a summary of the Memorandum. The following summary does not contain all the information that you should consider before investing in the Securities. You should read this entire Memorandum carefully, including the documents that are attached to or enclosed with the Memorandum. Unless otherwise indicated, the "**Company**," "**LLC**" "**we**," "**us**," "**our**" and similar terms refer to MASTURA - THE SERIES, LLC, a Nevada limited liability company.*

MASTURA - THE SERIES, LLC intends to generate its revenue from a multitude of sources including, but not limited to, licensing its content and intellectual property, product and brand integration, ancillary businesses created by the development of its intellectual property, the sale and marketing of its products and the connecting of users directly with brands.

The Company was formed to create a high-quality, episodic, scripted program that targets audiences that are interested in cannabis and or cannabis-related products as well as audiences that simply enjoy good television, and then allow those viewers to purchase our content through a pay-per-view or VOD process, or a subscription model.

The Company also intends to develop certain key joint venture agreements or partnerships with popular products and brands and then involve those products and brands at an early stage in the development of our programming, thus organically integrating those products and brands into the storyline of our show so that the Company may participate in the financial success derived from the sale of those products and brand through sell-through or E-Commerce revenue streams that will be developed by the Company.

SEASON #1 *"Mastura"*

"Mastura" is an epic, globally sweeping story of one man of integrity surrounded by powerful forces of both good and evil who will stop at nothing to acquire and control the world's most valuable strain of cannabis…Mastura!

Product Integration

We may be able to subsidize some or all of the production cost of *"Mastura"* through product integration. Brands like GM, Mercedes Benz, Heineken, Adidas, Hugo Boss, Samsung, Red Bull, Monster, Patron, Gatorade, Rolex, Net Jets, Ray Ban, Under Armor, MGM, Caesars Palace, Tide, Budweiser, Coke, Pepsi, Dominoes, Papa John's and many more are very familiar with product integration and pay significant sums each year to have their products and brands featured in television and film productions. The Company intends to create its programming with product integration at the forefront, involving brands at the earliest possible point in time, so that the product integration is organic and seamless. When we produce our show, each episode will feature a prominent actor integrating a sponsored product into the dialogue and in the action of that episode. We plan to do this for more than one product and/or sponsor in each episode.

Corporate Information

The Company was formed as MASTURA - THE SERIES, LLC, in the State of Nevada on February 24, 2020. Our executive office is located at 552 E. Charleston Blvd, Las Vegas, Nevada, 89104.

FUTHER REQUIRED 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 IMPOSED BY THE OPERATING AGREEMENT EXIST AS TO THE TRANSFERABILITY OF UNITS, IT IS HIGHLY UNIKELY THAT A PUBLIC 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 SHOULDONLY BE CONSIDERED FOR PURCHASE AS LONG-TERM INVESTMENTS.

THE COMPANY 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 MAKING AN INVESTMENT IN THE COMPANY.

CERTAIN PARTS OF THE INFORMATION CONTAINED IN THIS MEMORANDUM IS CONFIDENTIAL AND PROPRIETARY TO THE LLC AND ITS MANAGER AND IS BEING SUBMITTED TO PROSPECTIVE PURCHASERS SOLELY FOR SUCH PURCHASERS' CONFIDENTIAL USE WITH THE EXPRESS UNDERSTANDING THAT, WITHOUT PRIOR EXPRESS PERMISSION OF THE MANAGER, SUCH PERSONS WILL NOT RELEASE THIS DOCUMENT OR DISCUSS THE INFORMATION CONTAINED HEREIN OR MAKE REPRODUCTIONS OF OR USE THIS MEMORANDUM FOR ANY PURPOSE OTHER THAN EVALUATING A POTENTIAL INVESTMENT IN THE UNITS OF THE LLC. THIS MEMORANDUM MAY NOT BE REPRODUCED, IN WHOLE OR IN PART, AND IT IS ACCEPTED WITH THE UNDERSTANDING THAT IT WILL BE RETURNED IF THE RECIPIENT DOES NOT PURCHASE THE SECURITIES OFFERED HEREIN.

THIS OFFERING IS SUBJECT TO WITHDRAWAL, CANCELLATION OR MODIFICATION BY THE MANAGER WITHOUT NOTICE. THE MANAGER RESERVES THE RIGHT IN ITS SOLE DISCRETION TO REJECT ANY SUBSCRIPTION, IN WHOLE OR IN PART, FOR ANY REASON, OR TO ALLOT TO ANY SUBSCRIBER LESS THAN THE NUMBER OF MEMBERSHIP INTERESTS SUBSCRIBED FOR. THE MANAGER HAS THE RIGHT TO ACCEPT SUBSCRIPTIONS FOR LESS THAN THE MINIMUM PURCHASE AMOUNT.

THIS MEMORANDUM SHOULD BE READ BY EACH PROSPECTIVE PURCHASER AND HIS OR HER REPRESENTATIVE IN CONJUNCTION WITH THE EXHIBITS ATTACHED HERETO.

NO PERSON, OTHER THAN AS PROVIDED FOR HEREIN, HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM IN CONNECTION WITH THE OFFER BEING MADE HEREBY, AND IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE MANAGER.

PROSPECTIVE PURCHASERS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, INVESTMENT OR TAX ADVICE. PROSPECTIVE PURCHASERS SHOULD CONSULT THEIR ADVISORS AS TO LEGAL, INVESTMENT, TAX AND OTHER RELATED MATTERS CONCERNING AN INVESTMENT BY SUCH PROSPECTIVE PURCHASER IN THE LLC.

THE STATEMENTS CONTAINED HEREIN ARE BASED ON INFORMATION BELIEVED BY THE MANAGER TO BE RELIABLE. NO WARRANTY IS MADE AS TO THE ACCURACY OF

SUCH INFORMATION OR THAT CIRCUMSTANCES HAVE NOT CHANGED SINCE THE DATE SUCH INFORMATION WAS SUPPLIED. THIS MEMORANDUM CONTAINS SUMMARIES OF CERTAIN PROVISIONS OF DOCUMENTS RELATING TO THE PURCHASE OF UNITS, AS WELL AS SUMMARIES OF VARIOUS PROVISIONS OF RELEVANT STATUTES AND REGULATIONS. SUCH SUMMARIES DO NOT PURPORT TO BE COMPLETE AND ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE TEXTS OF THE ORIGINAL DOCUMENTS, STATUTES AND REGULATIONS, WHICH ARE AVAILABLE UPON REQUEST.

IT IS THE RESPONSIBILITY OF PROSPECTIVE PURCHASERS WISHING TO PURCHASE LLC UNITS TO SATISFY THEMSELVES AS TO THE FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

THIS OFFERING MEMORANDUM CONSTITUTES AN OFFER ONLY TO THE PERSON WHOSE NAME APPEARS ON THE COVER PAGE. ANY REPRODUCTION OR DISTRIBUTION OF THIS OFFERING MEMORANDUM, IN WHOLE OR IN PART, OR THE DISCLOSURE OF ANY OF ITS CONTENTS TO UNAUTHORIZED PERSONS, IS PROHIBITED. THIS OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, ANY SECURITIES IN ANY JURISDICTION OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION.

THESE SECURITIES ARE BEING SOLD IN A PRIVATE OFFERING RELIANCE UPON SECTION 4(A)(2) AND REGULATION D, RULE 506(c), OF THE SECURITIES ACT, AS AMENDED. 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 AND, THEREFORE, CANNOT BE RESOLD UNLESS THEY ARE REGISTERED UNDER THE SECURITIES ACT OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE SALE AND TRANSFERABILITY OF SUCH SECURITIES ARE RESTRICTED.

EACH PROSPECTIVE INVESTOR SHOULD BE AWARE THAT HE, SHE, OR IT, MAY BE REQUIRED TO BEAR THE ECONOMIC RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE UNITS OFFERED HEREIN CANNOT BE SOLD UNLESS REGISTERED UNDER THE SECURITIES ACT OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. ACCORDINGLY, IN DETERMINING WHETHER A PROSPECTIVE INVESTOR CAN BEAR THE ECONOMIC RISK OF THIS INVESTMENT, A PROSPECTIVE INVESTOR SHOULD CONSIDER, AMONG OTHER FACTORS, WHETHER SUCH PERSON CAN AFFORD TO HOLD SUCH INVESTMENT FOR AN INDEFINITE PERIOD, AND WHETHER, AT THE TIME OF THE INVESTMENT, SUCH PERSON CAN AFFORD A COMPLETE LOSS OF HIS, HER, OR ITS INVESTMENT.

IF ANY PERSON ELECTS NOT TO MAKE AN OFFER TO ACQUIRE SECURITIES OFFERED HEREBY, OR SUCH OFFER IS REJECTED IN WHOLE OR IN PART BY THE MANAGER, SUCH PERSON, BY ACCEPTING DELIVERY OF THIS OFFERING MEMORANDUM, AGREES TO RETURN THIS OFFERING MEMORANDUM AND ALL SUCH RELATED DOCUMENTS ENCLOSED HEREWITH OR FURNISHED SUBSEQUENTLY, TO THE MANAGER AT ITS PRINCIPAL PLACE OF BUSINESS.

SALES OF THE UNITS CAN BE CONSUMMATED ONLY BY ACCEPTANCE BY THE MANAGER OF OFFERS TO PURCHASE SUCH SECURITIES. THE MANAGER RESERVES THE RIGHT TO REVOKE ANY OFFER MADE HEREBY AND TO REJECT ANY OFFER TO PURCHASE MADE BY PROSPECTIVE INVESTORS, WHETHER IN WHOLE OR IN PART.

THIS OFFERING MEMORANDUM, AND ALL ITS EXHIBITS, INCLUDING THE OPERATING AGREEMENT ATTACHED AS EXHIBIT A HERETO, AND THE ATTENDANT SUBSCRIPTION AGREEMENT, SHALL CONSTITUTE THE FULL, COMPLETE, AND EXCLUSIVE STATEMENT AS TO THE TERMS AND CONDITIONS IN CONNECTION WITH THE OFFER, SALE, AND PURCHASE OF UNITS HEREIN. BY PURCHASING UNITS, AN INVESTOR WILL BE DEEMED TO HAVE ACKNOWLEDGED THAT (I) IT HAS REVIEWED THE OFFERING MEMORANDUM; (II) IT HAS HAD AN OPPORTUNITY TO REQUEST AND REVIEW ANY ADDITIONAL INFORMATION NEEDED FROM THE COMPANY; (III) THIS OFFERING MEMORANDUM RELATES TO AN OFFERING THAT IS BEING MADE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER SECTION 4(a)(2), AND RULE 506(c) OF REGULATION D, OF THE SECURITIES ACT, AND DOES NOT COMPLY IN IMPORTANT RESPECTS WITH THE RULES OF THE SEC THAT WOULD APPLY TO AN OFFERING DOCUMENT RELATING TO A PUBLIC OFFERING OF SECURITIES; (IV) SUCH PERSON QUALIFIES AS AN "ACCREDITED INVESTOR" AS DEFINED IN REGULATION D OF THE SECURITIES ACT; AND (V) NO PERSON HAS BEEN AUTHORIZED TO GIVE INFORMATION OR TO MAKE ANY REPRESENTATION CONCERNING THE COMPANY, THIS OFFERING, OR THE UNITS, OTHER THAN THE MANAGER IN CONNECTION WITH SUCH INVESTOR'S EXAMINATION OF THE COMPANY AND THE TERMS OF THIS OFFERING, AND IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION HAVE NOT BEEN RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

THIS OFFERING MEMORANDUM, INCLUDING THE EXHIBITS ATTACHED HERETO, INCLUDES FORWARD-LOOKING STATEMENTS. ALL STATEMENTS, OTHER THAN STATEMENTS OF HISTORICAL FACT, INCLUDED IN THIS OFFERING MEMORANDUM, WHICH ADDRESS OUR CURRENT BELIEF REGARDING FUTURE ACTIVITIES, EVENTS, OR DEVELOPMENTS, MANY OF WHICH, BY THEIR VERY NATURE, ARE INHERENTLY UNCERTAIN AND/OR OUTSIDE OF OUR CONTROL, ARE FORWARD-LOOKING STATEMENTS. THIS INCLUDES, BUT IS IN NO WAY LIMITED TO, SUCH THINGS AS FUTURE REVENUES, POTENTIAL MARKET, PROJECT DEVELOPMENT, MARKET ACCEPTANCE, RESPONSES FROM COMPETITORS, CAPITAL EXPENDITURES (INCLUDING THE AMOUNT AND THE NATURE THEREOF), BUSINESS STRATEGY AND MEASURES TO IMPLEMENT STRATEGY, COMPETITIVE STRENGTHS, GOALS, EXPANSION AND GROWTH OF THE BUSINESS AND OPERATIONS, PLANS, REFERENCES TO FUTURE SUCCESS AND OTHER MATTERS. MANY OF THESE FORWARD-LOOKING STATEMENTS RELATE TO FUTURE INDUSTRY TRENDS, ACTIONS, FUTURE PERFORMANCE, OR RESULTS OF CURRENT AND ANTICIPATED INITIATIVES, AND THE OUTCOME OF CONTINGENCIES AND OTHER UNCERTAINTIES THAT MAY HAVE A SIGNIFICANT IMPACT ON OUR BUSINESS PLAN AND FUTURE OPERATING RESULTS. WE TRY, WHENEVER POSSIBLE, TO IDENTIFY THESE STATEMENTS BY USING WORDS SUCH AS: "MAY," "WILL," SHOULD," "EXPECT," "PLAN," "ANTICIPATE," "BELIEVE," "FEEL," "CONFIDENT," "ESTIMATE," "PREDICT," "POTENTIAL," OR "CONTINUE," OR THE NEGATIVE OF SUCH TERMS OR OTHER VARIATIONS ON THESE WORDS OR COMPARABLE TERMINOLOGY. THESE STATEMENTS ARE ONLY PREDICTIONS, AND INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES, AND OTHER FACTORS, INCLUDING THE RISKS OUTLINED IN THIS OFFERING MEMORANDUM, AND ARE NOT GUARANTEES OF FUTURE PERFORMANCE. THESE FORWARD-LOOKING STATEMENTS, AND OUR ACTUAL RESULTS, MAY DIFFER MATERIALLY FROM THOSE ANTICIPATED BY THESE STATEMENTS. WE CAUTION YOU THAT WE DO NOT INTEND TO UPDATE OUR FORWARD-LOOKING STATEMENTS, NOTWITHSTANDING ANY CHANGES IN OUR ASSUMPTIONS, BUSINESS PLANS, ACTUAL EXPERIENCE, OR OTHER CHANGES, AND WE UNDERTAKE NO OBLIGATION TO UPDATE ANY FORWARD-LOOKING STATEMENTS.

SUMMARY OF OFFERING

MASTURA - THE SERIES, LLC (the "LLC" or "Company") is a Nevada limited liability company formed to produce and take to market the first ten (10) episode season of a television series currently titled *"Mastura"* (the "Series") for intended release on cable networks or existing streaming media Internet platforms, or to be distributed on an independent platform created by the Company or a third-party internet distribution platform not owned by the Company, or a distribution strategy not yet contemplated.

The purpose of this Offering is to raise THIRTY MILLION DOLLARS ($30,000,000) for the acquisition, creation, development, production, marketing, sale and distribution of the Series. Units will be sold to Investors under this Offering at a price of ONE HUNDRED THOUSAND DOLLARS ($100,000) *per* Unit, with a minimum purchase *per* investor of one (1) Unit, (i.e., $100,000), except that in limited circumstances, the Manager has the discretion to accept subscriptions for fractional Units.

Investor Distributions

Investors/Members shall be paid, according to their pro-rata share of Units in the LLC, eighty percent (80%) of Distributable Cash, if any, with twenty percent (20%) paid to Key Talent responsible for the creation and/or delivery of the Series in a gross corridor, until Investors/Members receive ONE HUNDRED PERCENT (100%) of their Original Invested Capital ("Recoupment"). After which, following the payment of any remaining Deferments, the distribution sharing ratio shall change to forty percent (40%) paid to Investors/Members, forty percent (40%) paid to the Manager and twenty percent (20%) paid to Key Talent responsible for the creation and/or delivery of the Series in a gross corridor for the remaining term of the LLC.

It is important to note that if the Company is successful in completing all aspects of the creation, acquisition, development, production, post production, marketing, sale and distribution of the Series, and if this process generates *more* than THIRTY MILLION DOLLARS ($30,000,000) in Distributable Cash from the exploitation of season one of the Series, then the LLC intends to make cash payments of Distributable Cash to Investors/Members based on their pro rata share of membership interest(s) in the LLC of all Distributable Cash *in excess* of the initial THIRTY MILLION DOLLARS ($30,000,000) of Distributable Cash generated from the exploitation of season one of the Series.

- The LLC intends to hold the first THIRTY MILLION DOLLARS ($30,000,000) in Distributable Cash derived from the exploitation of season one of the Series in an interest-bearing account in order to fund season two of the Series, if the Manager determines in its sole and absolute discretion that producing a second season of the Series would be in the best interests of the LLC.

- If the Manager determines to produce a second season, Investors/Members will receive one hundred percent (100%) of their pro rata share of all Distributable Cash derived from the exploitation of season one of the Series above the first thirty million dollars ($30,000,000) in Distributable Cash.

- It is the intention of the LLC that this process shall continue through multiple seasons until the final season of the Series is completed and the Manager decides, in its sole and absolute discretion, to no longer produce additional seasons of the Series. Upon completion of the exploitation of the final season of the Series, it is the intention of the Manager to close the LLC and to pay all Investors/Members their pro rata share of any and all remaining Distributable Cash, which shall include any Distributable Cash previously retained for the production of future seasons of the Series (as described above).

RISK FACTORS

An investment in the Securities involves significant risks, including the risks described below. You should carefully consider the risks described below in addition to the remainder of the Memorandum before purchasing the Securities. The risks highlighted here are not the only ones that the Company faces. For example, additional risks presently unknown to us or that we currently consider immaterial or unlikely to occur could also impair our operations. If any of the risks or uncertainties described below or any such additional risks and uncertainties actually occur, our business, financial condition or results of operations could be negatively affected, and you might lose all or part of your investment.

RISKS RELATED TO THE BUSINESS AND POSITION IN THE INDUSTRY

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

The Company was formed on February 24, 2020. and our operations have been limited. We have no operating history or financial results on which investors may evaluate our business or previous financial results. We have no revenue and require the net proceeds of this offering to operate. We cannot predict the timing or amount of receipts, if any, from distribution or other commercialization of our content. We face all of the risks inherent in a new business, including the expenses, difficulties, complications and delays frequently encountered in connection with the formation and commencement of operations and the competitive environment in which we intend to operate. If we do not successfully address these risks, our business will be seriously harmed.

If we fail to obtain the capital necessary to fund our operations, we will be unable to continue or complete the production of our content and the implementation of our business strategy and Investors who purchase Units in this Offering may lose their entire investment.

Our business or operations may change in a manner that would consume available funds more rapidly than anticipated and substantial additional funding may be required to maintain operations, fund the acquisition and development of our content or otherwise respond to competitive pressures and opportunities that may enhance the financial viability of the Company. In addition, we may need to accelerate the timing and or expand the scope of production of the Series beyond what is currently envisioned, and this may require additional capital. Should this occur, we may not be able to secure funding within a time frame that is necessary for the Company's success or on favorable terms and we may not be able to raise sufficient funds to execute our business plan.

If we cannot raise adequate funds to satisfy our capital requirements, we may have to delay, scale back or eliminate our current plan of operations. We may also be required to obtain funds through arrangements with collaborators, which arrangements may require us to relinquish rights to certain intellectual property or distribution rights that we otherwise would not consider relinquishing. This could result in sharing revenues which we might otherwise retain for ourselves. Any of these actions may harm our business, financial condition and future viability of the Company.

We have limited access to the capital markets and even if we can raise additional funding, we may be required to do so on terms that are dilutive to you.

We have limited access to the capital markets to raise capital. The capital markets have been unpredictable in the recent past for companies such as ours. In addition, it is generally difficult for development stage companies to raise capital under current market conditions. The amount of capital that a company such as ours is able to raise often depends on variables that are beyond our control. As a result, we may not be able to secure financing on terms attractive to us, or at all. If we are able to consummate a financing arrangement, the amount raised may not be sufficient to meet our future needs. If adequate funds are not available on acceptable terms, or at all, our business, financial condition and our continued viability will be materially adversely affected.

Upon commercialization of our content, we may be dependent on third parties to market, distribute and sell our content.

Our ability to receive revenues may be dependent upon the sales and marketing efforts of any future co-marketing partners and third-party distributors. At this time, we have not entered into an agreement with any distribution or commercialization partner. If we fail to reach an agreement with any distribution partner, it may have a negative impact on our business, financial condition and result of operations. Should this occur, we may elect to develop a distribution platform of our own which may require additional funding, in which case subscribers who purchase shares of Class A Units in this Offering may be diluted.

Our success depends on attracting and retaining key personnel.

Our success depends upon the continued efforts, abilities and expertise of our executive teams and other key employees, including production, creative and technical personnel. Our success also depends on our ability to identify, attract, hire, train and retain such personnel. We do not currently have significant "key person" life insurance policies for any employee. Although it is standard in the industry to rely on employment agreements as a method of retaining the services of key employees, these agreements cannot assure us of the continued services of such employees. In addition, competition for the limited number of business, production and creative personnel necessary to create and distribute our content is intense and may grow in the future. We cannot assure you that we will be successful in identifying, attracting, hiring, training and retaining such personnel in the future, and our inability to do so could have a material adverse effect on our business, financial condition, operating results, liquidity and prospects.

We are reliant on the capabilities of Management to achieve commercial success.

Our future success is dependent in large part upon its ability to develop, refine and implement its business plan and all decisions regarding these activities will be made by Management. Therefore, the success of the Company will, to a large extent, depend on the services of Management, which may or may not have the necessary experience to effectively develop, produce and sell our products. There can be no assurance that our Management will perform adequately or that the Company will be successful. Prospective purchasers of Securities will have no right or power to take part in Management of the Company. Accordingly, no person should purchase any of the Securities offered hereby unless such Prospective Purchaser is willing to entrust all aspects of Management of the Company to its Management and has evaluated Management's capabilities to perform such functions. Both Management and the Company itself are newly formed and, as such, the Company has no capitalization (at the commencement of this Offering) and Management has few (if any) employees required to implement our business plan.

The Company and its Management may have conflicts of interest.

Management may be subject to various conflicts of interest in managing the Company. These conflicts may include, but are not limited to, the following:

1. **Receipt of Fees and Other Compensation by the Company -** Management may be reimbursed for certain expenses and has broad discretion with respect to decisions relating to Company transactions (i.e., distribution of Distributable Cash) and may make decisions in its interest that are not in the best interests of the Company or its Members.

2. **Competition for Time and Service -** Management may be officers and/or directors of or may participate with other organizations during the period of the Offering. Accordingly, conflicts of interest may arise in managing the affairs of the Company and other such entities with respect to allocating time between such entities and the Company. Competition with the Company for the time and service of common officers, directors, participants, and/or shareholders may occur. Management will devote such time to the affairs of the Company, within its sole discretion, as it determines to be

necessary for the benefit of the Company.

3. Company Competition - The Company may compete in the future with affiliated corporations or other business entities operated by Management. Management may participate in the management of other corporations or partnerships in the future, which may have the same or similar investment objectives as the Company. Such relationships may cause conflicts of interest. Management, under such circumstances, will exercise its discretion in allocating time and services among such entities based on availability of funds and specific criteria of the entities for such other projects.

4. Lack of Separate Representation - The Company and its Management are not represented by separate counsel or other professionals with regard to the business of the Company. The attorneys, accountants, professional managers as well as other professionals not listed here who perform services for the Company may also perform similar services for Management and future corporations or partnerships managed by Management.

Nevada law and the By-laws may protect the management from certain types of lawsuits.

Nevada law provides that Management will not be liable to the Company or its Members for monetary damages for all but certain types of conduct as officers and directors. The exculpation provisions may have the effect of preventing Members from recovering damages against the management of the Company caused by their negligence, poor judgment or other circumstances. The indemnification provisions may require the Company to use its limited assets to defend its management against claims, including claims arising out of their negligence, poor judgment, or other circumstances.

Our success depends on the commercial success of streaming content, television programming and brand integration, which are unpredictable.

Generally, the popularity of our programs depends on many factors, including the format of their initial release, their talent, their genre and their specific subject matter, audience reaction, the quality and acceptance of television content that our competitors release into the marketplace at or near the same time, critical reviews, the availability of alternative forms of entertainment and leisure activities, general economic conditions and other tangible and intangible factors, many of which we do not control and all of which may change. We cannot predict the future effects of these factors with certainty. Our success will depend greatly on the experience and judgment of our management to select and develop content that they believe will be financially viable as well as develop new investment and production opportunities. We cannot assure that our programing will obtain favorable reviews or ratings, or that our productions will perform well. Additionally, we cannot provide assurance that any of our original programming content will appeal to our distributors and or subscribers. The failure to achieve any of the foregoing could have a material adverse effect on our business, financial condition, operating results, liquidity and prospects and if so, Investors in this offering could lose their entire investment.

The ongoing impact of the COVID-19 pandemic may significantly impact our business.

Should our business activities be affected by Covid-19, including but not limited to the contraction of the Covid-19 virus by Key Talent and personnel as well as many other effects not listed here, then the Manager's plan for the success of the Series may be adversely affected. It must clearly be known by perspective Investors that should this occur then Investors in this offering could potentially lose some or all of their investment.

Piracy of our content could adversely affect our business over time.

Piracy is extensive in many parts of the world and is made easier by the availability of digital copies of content and technological advances allowing conversion of films and television content into digital formats. This trend facilitates the creation, transmission and sharing of high-quality unauthorized copies of television content. The proliferation of unauthorized copies of these products has had and will likely continue to have an adverse effect

on our business, because these products reduce the revenue we receive from our products. In order to contain this problem, we may have to implement elaborate and costly security and anti-piracy measures, which could result in significant expenses and losses of revenue. We cannot assure you that even the highest levels of security and anti-piracy measures will prevent piracy.

In particular, unauthorized copying and piracy are prevalent in countries outside of the U.S., Canada and Western Europe, whose legal systems may make it difficult for us to enforce our intellectual property rights. While the U.S. government has publicly considered implementing trade sanctions against specific countries that, in its opinion, do not make appropriate efforts to prevent copyright infringements of U.S. produced television content, there can be no assurance that any such sanctions will be enacted or, if enacted, will be effective. In addition, if enacted, such sanctions could impact the amount of revenue that we realize from the international exploitation of our content.

Because the television industry is highly competitive, we may never achieve profitability.

The television production industry is highly competitive. The principal competitive factors with respect to television productions include, but are not limited to, quality of stories, marketability of projects, and resources for making competitive offers to talent. In the production phase, competition will affect our ability to obtain the services of preferred performers and other creative personnel. In the distribution phase, we will be competing with the producers of other programs and potentially other independent productions like ours in arranging for distribution in the domestic marketplace, the foreign marketplace and in other markets and media and may limit the successful distribution of our content. Our content will be competing directly with other television series and indirectly with other forms of public entertainment. We will compete with numerous larger television production companies and distribution companies who have substantially greater resources, larger and more experienced production and distribution staff and established histories of successful production and distribution of television shows ingeneral.

The securities sold in this offering have not been registered under the Securities Act, and therefore investors in this offering must be prepared to hold such securities for an indefinite period of time.

The securities offered are “restricted securities” as defined under the Securities Act. The resale of such securities may not be made without registration under the Securities Act and state securities laws or the existence of an exemption from such registration requirements.

The business is speculative because (among other reasons) a portion of the Company’s revenues are proposed to be derived from the acceptance and popularity of its content and the timely expansion of new media distribution, which is difficult to predict, and the failure to develop, produce, acquire and successfully distribute appealing content could materially adversely affect the Company.

The development, production, acquisition and distribution of appealing content is one of the major keys to the Company’s success. It represents one of the main catalysts for generating revenue and is subject to a number of uncertainties. The Company’s success depends on the quality of its content versus the quality of other content released into the marketplace at or near the same time. The availability of alternative forms of entertainment and leisure time activities, general economic conditions and other tangible and intangible factors not listed here, all of which can change and cannot be predicted with certainty may adversely affect the financial condition of the Company. There can be no assurance that the Company’s current plan for the development, production, acquisition and distribution of content will appeal to consumers or persons who may pay to purchase it. Any failure to develop, produce, acquire and distribute appealing content would materially and adversely affect the business, results of operations and financial condition of the Company.

There are various risks associated with the proprietary rights.

The Company currently holds no patents. It may be possible for a third party to copy or otherwise obtain and use the Company’s proprietary information, products or technologies and or processes without authorization, to imitate the programming, or to develop similar or superior programming or ideas,

independently. Imitation of the programming, the creation of similar or superior programming, or the infringement of the intellectual property rights could diminish the value of the programming or otherwise adversely affect the potential for revenue. Policing unauthorized use of the intellectual property will be difficult and expensive. In addition, effective patent, copyright, and trade secret protection may be unavailable or limited in the U.S. and certain foreign countries. The Company cannot provide any assurances that any steps the Company takes to prevent the theft or misappropriation of the intellectual property, technological processes and or other proprietary technology will be effective or that the confidentiality or other protective agreements will be enforceable.

Enforcing the proprietary rights may require litigation.

Litigation may be necessary in the future to enforce the intellectual property rights, to protect the trade secrets, to protect the copyrights, to determine the validity and scope of the proprietary rights of others, or to defend against claims of infringement or invalidity. Any such litigation could result in substantial costs and diversion of time, energy and effort of Company management to carry out its plan of operations and could have a materially adverse effect on the business, operating results or financial condition of the Company.

Others may assert intellectual property infringement claims against the Company.

One of the risks of the business is the possibility of claims that the productions infringe on the intellectual property rights of third parties with respect to previously developed content. The Company could receive in the future, claims of infringement of other parties' proprietary rights. There can be no assurance that infringement claims will not be asserted or prosecuted against The Company, or that any assertions or prosecutions will not materially adversely affect the business, financial condition or results of operations. Irrespective of the validity or the successful assertion of such claims, The Company would incur significant costs and diversion of financial resources, time, energy and effort of management with respect to the defense thereof, which could have a materially adverse effect on the business, financial condition of the Company or results of operations. If any claims or actions are asserted against The Company, The Company may seek to obtain a license under a third party's intellectual property rights. The Company cannot provide any assurances, however, that under such circumstances a license would be available or acquired on reasonable terms or at all.

The Company may be adversely affected by changing consumer preferences.

New media, such as Internet video and video on demand, appear to have become more accepted by and popular with consumers in recent years. However, the Internet video and Video on Demand ("VOD") platforms may be subject to shifting consumer preferences and perceptions. A dramatic shift in consumer acceptance or interest in cannabis could materially adversely affect the Company. We are also dependent on consumers becoming acclimated to using new media by watching video over the Internet and on VOD television platforms.

The Company will rely on a number of third parties, and such reliance exposes the Company to a number of risks.

The operations will depend on a number of third parties. The Company will have limited control over these third parties. The Company may not have many long-term agreements with these third parties. The Company may rely upon a number of third parties for content and programming, and the Company will need to expand in the future the number of third parties doing this on their behalf. There can be no assurance that existing such agreements will not be terminated or that they will be renewed in the future on terms acceptable to the Company, or that the Company will be able to enter into additional such agreements. The inability to preserve and expand the channels for distributing content would likely materially adversely affect the business, results of operations and financial condition of the Company. The Company also will rely on a variety of technologies that the Company will license from third parties. The loss of or inability to maintain or obtain upgrades to any of these technological licenses could result in delays. These delays

could materially adversely affect the business, results of operations and financial condition of the Company, until equivalent technologies could be identified, licensed or developed and integrated. Moreover, the Company occasionally uses third parties in connection with the production work as well as other work not contemplated here. In addition, the Company does not own a gateway onto the Internet. Instead, the Company now and presumably always will rely on a network-operating center to connect to the Internet. Overall, the inability to maintain satisfactory relationships with the requisite third parties on acceptable commercial terms, or the failure of such third parties to maintain the quality of services they provide at a satisfactory standard, could materially adversely affect the business, results of operations and financial condition of the Company.

The Company could be materially adversely affected by future regulatory changes applicable to the business.

The Company does not believe that any governmental approvals are required to sell its products or services, and that The Company is not currently subject to significant regulation by any government agency in the United States, other than regulations applicable to businesses generally. However, a number of laws and regulations may be adopted or changed with respect to the business in the future. Such legislation could dampen or increase the cost of the business. Such a development could materially and adversely affect the business, results of operations and financial condition of the Company.

Competition in the industry is high. The Company is very small and has a limited operating history.

The Company intends to compete with major and independent providers of content in the streaming media industry. The majority of the anticipated competitors have substantially greater financial and other resources than the Company does. In addition, larger competitors may be able to absorb the burden of any changes in federal, state and local laws and regulations more easily than the Company can, which would adversely affect the competitive position of the Company. These competitors may be able to pay more for technology upgrades and marketing as well as the development, production, acquisition and distribution of content. In addition, some of the competitors have been operating in the core areas for a much longer time than the Company has and have demonstrated the ability to operate through industry cycles.

The Company depends on its management team to manage its business effectively.

The Company's future success is dependent in large part upon its ability to understand and develop the business plan and to attract and retain highly skilled management, operational and executive personnel as well as other positions not listed here. In particular, due to the relatively early stage of the Company's business, its future success is highly dependent on its officers, to provide the necessary experience and background to execute the Company's business plan. The loss of any officer’s services could impede, particularly initially as the Company builds a record and reputation, its ability to develop its objectives, and as such would negatively impact the Company's possible overall development.

System disruptions, vulnerability from security risks to the networks, databases and online applications and an inability to expand and upgrade the systems in a timely manner to meet unexpected increases in demand could damage the reputation, impact the ability to generate service revenue and limit the ability to attract and retain users.

The performance and reliability of the technology infrastructure is critical to the business. Any failure to maintain satisfactory online product performance, reliability, security or availability of the web platform infrastructure may significantly reduce customer satisfaction and damage the Company’s reputation, which would negatively impact the ability to attract new customers and obtain customer renewals. The risks associated with the web platform include: (i) breakdowns or system failures resulting in a prolonged shutdown of the servers, including failures attributable to power shutdowns or attempts to gain unauthorized access to the systems, which may cause loss or corruption of data or malfunction of software or hardware; (ii) disruption or failure in the collocation providers, which would make it difficult or impossible for users

to log on to the website; (iii) damage from fire, flood, tornado, power loss ortelecommunications failures; (iv) infiltration by hackers or other unauthorized persons; and (v) any infection by or spread of computer viruses.

In addition, increases in the volume of traffic on the website could strain the capacity of the existing infrastructure, which could lead to slower response times or system failures. This would cause a disruption or suspension of the product and service offerings. Any web platform interruption or inadequacy that causes performance issues or interruptions in the availability of the websites could reduce consumer satisfaction and result in a reduction in the number of consumers using the products and services. If sustained or repeated, these performance issues could reduce the attractiveness of the website, it's products and services. The Company may need to incur additional costs to upgrade the computer systems in order to accommodate system disruptions, security risks and increased demand if the Company anticipates that the systems cannot handle higher volumes of traffic in the future. The costs however and complexities involved in expanding and upgrading the systems may prevent the Company from doing so in a timely manner and may prevent the Company from adequately meeting the demand placed on the systems.

Any significant interruption in the operations of the data centers could cause a loss of data and disrupt the ability to manage the network hardware and software and technological infrastructure, and any significant interruption in the operations of the call center could disrupt the ability to respond to requests for help or service and process orders in a timely manner.

All of the web platform servers and routers, including backup servers, are currently located in co-location facilities. As part of the disaster recovery arrangements, The Company plans to replicate all of the customers' data in a separate backup facility. If the Company is not successful in implementing this plan, The Company will face additional risks relating to the central location of the servers. Any disruption of operations or damage to these servers could materially harm the ability to operate the business. The Company also may need to make additional investments to improve the performance of the platform and prevent disruption of the services. Any disruption or significant interruption in the operations of the data centers may result in a loss of customer satisfaction and limit the ability to retain and attract customers.

RISKS RELATED TO THE OFFERING AND ITS SECURITIES

The Company is dependent upon the proceeds of this financing.

The Company is dependent upon the proceeds of this Offering to produce its content and implement its business plan. If the Company sells less than the Maximum Offering, the Company may not be able to complete the acquisition, production, distribution and ultimate sale and exploitation of the Series, and our ability to generate any revenues will be adversely affected. Even if we sell all of the Maximum Offering, we cannot guarantee that we will ever generate any significant revenues or report profitable operations.

Earlier investors have a greater risk of loss than later investors.

If the Maximum Offering is not sold, then we may not have sufficient resources to finish production of the Series. Additionally, later investors may be able to better evaluate the Company's potential based on the activities taken by the Company. As a result, earlier investors in the Offering may bear a greater risk of loss of their entire investment than the later investors.

Our management will have broad discretion over the use of the proceeds we receive in the Offering and might not apply the proceeds in ways that increase the value of your investment.

Our management will have broad discretion in how to use the net offering proceeds and you will be relying on the judgment of our management regarding the application of these proceeds. Our application of the net offering proceeds may not increase the value of your investment. We expect to use a portion of the net

offering proceeds to fund general corporate purposes, including and without limitation, working capital and capital expenditures, overhead and operating expenses and other expenses not listed herein. Although our management has a clear and specific plan as to how to allocate funds in the execution of its business plan (see estimated use of proceeds) our management may not be successful in doing so and therefor may not be able to yield a significant return, if any, on any investment of these net offering proceeds.

Investor funds raised from this Offering will immediately be available for use by the Company.

All funds received from subscriptions will be placed in the Company's bank or trust account to be utilized immediately for the purposes stated herein. If Management is not successful in raising enough capital and or generating enough revenue to execute the Company's planned business activities, then it is possible that Members could lose some or all of their investment.

The issuance of additional Securities may result in dilution to existing Members.

Management will have the authority to issue additional Securities to provide additional financing in the future. The issuance of any such additional Securities may result in a reduction of the value of the current existing Securities. If the Company issues any such additional Securities, such an issuance also will cause a reduction in the proportionate ownership of all Members. As a result of such dilution, the proportionate ownership will be decreased accordingly.

The transferability of Securities included in this Offering are restricted under terms of the Operating Agreement and also under federal and state securities laws.

It should be known that a public trading market may not develop for the Securities offered. Prospective Purchasers or Members may not, therefore, be able to liquidate their investments in the event of an emergency. In addition, Securities may not be readily accepted as collateral for loans. Consequently, the purchase of Securities should be considered only as a long-term investment.

You should consult your tax advisor regarding any tax matters arising with respect to the Securities.

In evaluating the purchase of Securities 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 Prospective Purchaser's Securities, or a sale or other disposition of the Company's assets, a portion of which may be taxed at ordinary income rates; (iii) the possibility that the deductions taken by the Prospective Purchaser in a taxable year might not be allowed in such year or that certain expenses may be required to be capitalized; (iv) the risk that a Prospective Purchaser's tax liability may exceed such Prospective Purchaser's share of cash distributions for a particular tax year; (v) the possibility that an audit of the Company's informational returns may result in the disallowance of the Prospective Purchaser's deductions and/or in an audit of the Prospective Purchaser's tax return; and (vi) possible adverse changes in the tax laws and their interpretation. All Prospective Purchasers of the Securities are therefore advised to consult their own tax advisors regarding the U.S. federal, state, local and non-U.S. tax consequences relevant to the purchase, ownership and disposition of the Securities in their particular situations.

NO TAX ADVICE OR COUNSEL IS GIVEN WITHIN THIS OFFERING MEMORANDUM. PROSPECTIVE PURCHASERS MUST CONSULT WITH THEIR OWN TAX ADVISORS AS TO THE SUITABILITY OF THIS INVESTMENT AND THE TAX CONSEQUENCES OF SUCH AN INVESTMENT FOR EACH PERSON'S PARTICULAR CIRCUMSTANCES.

Mastura - The Series, LLC is an early-stage company with a limited operating history, and as such, any prospective investor may have difficulty in assessing the Company's profitability or performance.

Because the Company is an early-stage company with a limited operating history, it could be difficult for any investor to assess the performance of the Company or to determine whether the Company will execute

its projected business plan. The Company has limited financial results upon which an investor may judge its potential. As a company still in the early stages of its life, the Company may in the future experience under-capitalization, shortages, setbacks and many of the problems, delays and expenses encountered by any early-stage business. An investor will be required to make an investment decision based solely on the Company's management history, its projected operations in light of the risks, the limited operations and financial results of the Company to date, and any expenses and uncertainties that may be encountered by one engaging in the Company's industry.

If the Company does not raise enough money, the Company will have to delay the expansion plans or go out of business.

There will be no refunds on the sale of the Securities. Even if the Company raises the maximum amount of this offering, the Company may not have enough funds to successfully undertake the business plan.

RISKS RELATED TO THE TELEVISION INDUSTRY

There can be no assurance that we will be able to obtain a distributor for our content.

The profitable distribution of television and other filmed content depends in large part on the ability of its creative and production teams to produce high-quality programming. Other factors such as corporate and political reasons, market trends, cost prohibition, global economics, "me too" human resource issues, illness and other factors could negatively impact our ability to garner distribution for our content. Once the production of television programming is completed it must generally be distributed to the public in order for it to generate revenue. There may be many reasons that may be in or out of our control as to why our programming may not be purchased, acquired, licensed and or distributed.

There are not presently any distribution agreements in place for our content, and we do not, and cannot, provide assurance that we will be able to enter into any distribution agreements. Nor can we provide assurance that, if a distribution agreement is entered into, the terms of that agreement or the results of any distributor's efforts, will result in significant revenue for the Company.

Television and entertainment investments are highly speculative.

Investment in the production, distribution and overall exploitation of a television series is highly speculative, and traditionally involves a high degree of risk. It is generally believed in the industry that a large majority of productions are not sufficiently successful enough to enable the recovery of their production costs by their producers. The success of a television series is dependent upon a variety of factors over which we will have limited or no control such as public taste and the popularity of other television series and other entertainment content being produced and distributed at the same time. Moreover, there can be no guarantee that a television series will maintain its popularity as public interest in other forms of leisure activity increases.

Our content may not succeed if it is unpopular with audiences.

The ultimate profitability of a television series depends upon its audience appeal in relation to the cost of its production and distribution. The audience appeal of a given series depends, among other things, on unpredictable critical reviews and changing public tastes and such appeal cannot be anticipated with certainty. There can be no assurance that our content will receive positive reviews or audience acceptance.

Because we operate in a highly competitive industry and do not possess the name recognition and resources of our competitors, we may never achieve profitability.

There is a great deal of competition in the television industry. Many of the companies that produce and

distribute television series and related entertainment content are significantly more powerful and have much greater financial and other resources than we do. As a result, we may be competitively disadvantaged when competing with other companies in the industry. Our content will be competing with other television programming from other companies both for audience appeal, distribution and exhibition. The success of our content will, therefore, be a product not only of the its quality, but also on its ability to gain audience appeal in competition with other television content, much of which may have been produced with much greater budgets and by companies that have established lines of distribution.

The entertainment industry, and specifically the television industry, is constantly evolving, making our success and profitability uncertain.

The entertainment industry in general, as well as the television industry in particular, have undergone significant changes, including but not limited to those due to technological developments, cultural changes, political changes, political correctness, domestic economics, global economics, war, plague and any others not listed here. These developments have resulted in the availability of alternative forms of entertainment, including expanded pay and cable television, and other electronic delivery methods. Revenues from licensing of television series to network television are unreliable, and revenues from pay television, streaming video and other electronic delivery methods have been adversely affected by unauthorized copying practices and piracy. However, the level of our content's success remains a critical factor in generating revenue in these ancillary markets. It is impossible to predict accurately the effect that these and other new technological developments may have on the television industry.

ADDITIONAL RISK FACTORS

Reliance on Management

All decisions, with respect to the operation of the Company, will be made by Management. The success of the Company will, to a large extent, depend on the quality of Management. In particular, the Company will depend on the services of its Management. Although Management may or may not have the necessary experience to make the Company successful with regard to the development, creation, production and or acquisition of certain technologies, including but not limited to software and on-line distribution technologies, certain business models, the development, creation, acquisition and or distribution of television and motion picture content as well as other experience necessary to supervise Management of the Company and arrange for the development and manufacture of certain technologies, the development and creation and or acquisition of certain distribution platforms, financing structures and production of Film and television content; there can be no assurance that such Management will perform adequately or that the Company's operations will be successful. Prospective Purchasers of Securities will have no right or power to take part in Management of the Company. Accordingly, no person should purchase any of the Securities offered hereby unless such Prospective Purchaser is willing to entrust all aspects of Management of the Company to its Management and has evaluated Management's capabilities to perform such functions. Both Management and the Company itself are newly-formed companies with no capitalization (at the commencement of this Offering) and have few (if any) employees.

No Impound of Investor Funds

All funds received from subscriptions will be placed in the Company's bank or trust account to be utilized immediately for the purposes stated herein. If Management is not successful in raising enough money to develop, create and or acquire the technologies necessary to distribute filmed content on-line as well as develop, create, produce, and or acquire filmed television content that can be distributed on an on-line distribution platform, then it is likely that Members could lose their entire investment. Even if enough funding is obtained to develop, create, produce and or acquire the technologies necessary to distribute filmed content on-line as well as develop, create, produce and or acquire distributable filmed content for such a technological platform, the Company will have little or no value if enough funds are not procured to fully complete such a process. It should be known that in the development of software and certain

technologies involving the internet, the world wide web and the development, creation, production and or acquisition of on-line distribution platforms for filmed content, that certain specific on-going costs need to be disclosed to Prospective Purchasers. The field of software development, creation, production and acquisition is ever changing and evolving, and even though certain technologies may seem to have reached a state of completion, often Management may feel it is in the best interest of the Company to continue to keep up with this ever changing and competitive marketplace by continuing to update or change the Company's software and technologies. Management may feel it is advantageous to the Company to change, modify, recreate, reinvent, and or update certain technologies that were once thought complete. This ever-changing field of technology may require continued on-going efforts as well as a tremendous amount of continued on-going expense. Once the technology for the on-line distribution platform is developed, created, produced and or acquired then a film, a television show or a piece of filmed content must be able to be distributed on such a platform. It should be known that even the development, creation, production and or acquisition of filmed content that is distributed on an online distribution platform is not a guarantee that the Company will be financially successful. There are many other factors that are outside of the control of Management that could make filmed content financially unsuccessful as well as the fact that any filmed content must have audience appeal to attract revenues. Therefore, Prospective Purchasers should be prepared for the possibility of losing their entire investment.

Limited Transferability

It should be known that a public trading market may not develop for the Securities offered. Prospective Purchasers or Members may not, therefore, be able to liquidate their investments in the event of an emergency. In addition, Securities may not be readily accepted as collateral for loans. Consequently, the purchase of Securities should be considered only as a long-term investment.

Manager Conflicts of Interest

Management is not required to render exclusive services in connection with the development, creation, production and or acquisition of software and technologies, the development, creation, production and or acquisition of Filmed content or the Company. Consequently, Management anticipates rendering services in connection with other business projects, including but not limited to entertainment and technology projects, during any and or all phases of the development, creation, production and or acquisition of the software and technology necessary to complete an online distribution platform, as well as the development, creation, production and or acquisition of filmed content and also thereafter. The plan of operations may have been created and approved by Management and if so, would not have been drafted through arm's length negotiations. It should be noted that Management may receive substantial compensation for its duties in managing the Company. Such compensation could reduce or deplete the assets of the Company.

Indemnification

Management and other agents will be indemnified by the Company for any liabilities or losses arising out of Management activity in connection with the Company's business. Indemnification under such provision could reduce or deplete the assets of the Company.

Software, Technology, and Entertainment Industry Risks

As part of its growth and development strategy, the Company reserves the right to develop its own digital/online distribution platform for the Series, and the software attendant thereto, if it is the Company's best interests to do so.

Competitive Industry

The software industry, the technologies industries, and the entertainment industry are all highly competitive. In the development, the creation, the production, and or the acquisition phases of both the software and technology as well as the filmed content component, competition will affect the Company's

ability to develop competitive software and technology as well as acquire content. The Company will be competing with other software developers and or other content distributors who may be better funded, create better software, acquire better content and may reach the market faster and who may also have larger marketing budgets with which to market their software and their content. In addition, the ever-changing software industry is a volatile one. The Company will be competing directly with other software companies as well as other on-line distribution companies and other forms of public entertainment. The Company will compete with numerous motion picture production companies and distribution companies who have substantially greater resources, larger and more experienced distribution staff and established histories of successful production and distribution of filmed content.

Commercial Success

Many software and technologies projects are developed each year, which are not commercially successful and fail to recoup their costs, including, without limitation, production, exploitation, acquisition and distribution costs. Ancillary revenue streams, foreign markets and other markets have, therefore, become increasingly important for these entities in order to survive in the Software, technologies, entertainment, and distribution marketplace. Although both foreign and ancillary markets have grown, neither provides a guarantee of revenue. New technologies and or the software required to run new and innovative online distribution platforms depend on a great many factors including but not limited to the workability of the software, whether or not the public finds it user friendly, public appeal to the way it is marketed, public awareness, accessibility to the product, affordability, and whether or not the content distributed on the platform has artistic, commercial or critical appeal. If a motion picture is not an artistic or critical success or, if for any reason, it is not well received by the public, the software, the technology, and the distribution platform itself may be a financial failure. This means an investor in the Company could lose their entire investment.

Production

There are substantial risks associated with the production of software and technology, including but not limited to death or disability of key personnel, incorrect estimations of the time it takes to develop, create, produce and or acquire a workable product, cost overruns, other factors causing delays, destruction or malfunction of equipment, the inability of personnel to comply with budgetary or scheduling requirements and physical destruction or damage to the products itself. Significant difficulties such as these may materially increase the cost of the project or may cause the entire project to be abandoned. In addition, the project and the Company may or may not be insured to cover these issues or other issues that may arise during the course of the Company conduction its business.

Public Appeal

The ultimate profitability of any software or technology being introduced to the public depends upon its appeal to the public in relation to the cost of its production, marketing and distribution. The public appeal of any given project depends upon, among other things and without limitation, unpredictable critical reviews and changing public tastes, and such appeal cannot be anticipated with any certainty.

Premature Abandonment

The development, creation, production, and or acquisition of, and or the distribution of the software and technologies project, may be abandoned at any stage if further expenditures do not appear commercially feasible or not enough money has been raised to complete the project. This could result in the loss of some of, or all of the funds previously expended on the development, creation, production and or acquisition of, and or the distribution of the project, including but not limited to, funds expended in connection with the development of the concept, the raising of the financing and any other preproduction activities associated therewith. This means that an investor in the Company could lose their entire investment if the project is abandoned prematurely.

Cost Overruns

The costs of developing, creating, producing and or acquiring software and other technologies are often underestimated and may be increased by reason of factors beyond the control of the Company or Management or by decisions made by Management that may cause the Company to incur additional expense. Such factors may include, without limitation, weather conditions, illness of technical and key or artistic personnel, artistic requirements, labor disputes, governmental regulations, equipment breakdowns and other production disruptions. While the Company intends to engage personnel, who have demonstrated an ability to complete software and technologies projects within the assigned budget, the risk of a project running over budget is always significant and may have a substantial adverse impact on the success of the Company. Many software and technologies projects are produced utilizing far larger budgets and still experience cost overruns. **To that end, Management reserves the right to raise additional funds, as needed, in order to complete the development, creation, production and or the acquisition of, and/or obtain distribution for the project. If Management decides to raise additional funds for any reason, then the percentage interest of the Company's shareholders will be diluted.**

Distribution

The profitability of any software and or newly developed technology depends in large part on the availability of one or more capable and efficient distributors of that software and or technology who are able to arrange for appropriate advertising and promotion, proper release dates and the ability to make the public aware of the software and or technology and then subsequently drive traffic or users to destinations where the users can then have the ability to monetize that software or technology or have monetization occur due to the associated use of that software and or technology. There can be no assurance that profitable distribution arrangements will be obtained for the software and or technology or that it can or will be distributed profitably.

Long-Term Project

The development, creation, production and or acquisition and then distribution of a software and technologies project involves the passage of a significant amount of time. The development process of a software and technologies project may extend for ten to sixteen months or more. Production, code writing, beta testing, reconfiguring and many other factors not listed here may extend for several months or years. Post creation refinement of the software and technology, workability, bug removal, scalability tests and other examples not listed here may extend from six to eight months or more. The development, production, distribution and or acquisition of filmed content may be generated, if at all, over a period of years after the product is readied for exhibition. It is also very important to note that it may take more time than anticipated to raise the entirety of the funds necessary to develop, create, produce and or acquire the necessary software and or technologies and then even more time to develop, create, produce and or acquire the appropriate filmed content to be exploited by that software and or technologies. If more time is needed to raise the funds necessary to produce the final product, then overhead and operating expenses may increase significantly. It should be known that it is possible for the entirety of investment to be spent on expenses that may include but are not limited to overhead and operating costs, salaries, travel expenses, research and development, expenses incurred by efforts used to secure the completion of the funding of the project as well as other expenses not contemplated here. It should also be specifically noted that the estimated percentage of funds allocated toward overhead and operating expenses contemplated in the estimated use of proceeds section of this document is not only merely an estimated percentage contemplated to be allocated for overhead and operating expenses but is also subject to change due to many factors including but not limited to the aforementioned overhead and operating expenses, development variables, fluctuation in time and other variables that may occur during the fund raising process. The possibility also exists that Investors may lose their entire investment should the Company fail to raise all of the funds necessary to produce the project and/or if all of investment is spent on overhead and operating expenses due to but not limited to an increased duration of time as well as other factors necessary to complete raising the necessary funds to produce the project. A prospective investor should be aware that an investment in a software and or technologies project is a long-term investment and if the prospective investor is expecting a short-term return on their investment,

they should not invest in this Offering.

Foreign Distribution

Foreign distribution of software and technology, i.e. outside the United States and Canada, may require the use of various foreign entities. Some foreign countries may impose government regulations on the distribution of certain software and technologies. Also, revenues derived from the distribution of software and technologies as well as filmed content in foreign countries, if any, may be subject to regulations, currency controls and other restrictions which may temporarily or permanently prevent the Company from carrying out its business plan in foreign countries. Accountability for revenues generated in foreign markets can be extremely difficult, if not impossible, to count on accurately, if at all.

Industry Changes

The software and technologies industries are undergoing significant changes every day. New technological developments as well as other factors including but not limited to competitive technology, industry patens, speed to market factors, brand awareness, universal appeal, and other factors not mentioned here could cause the product to become significantly less financially viable in the marketplace than contemplated at the construction of this offering. The Company’s success will rely greatly on its ability to develop, create, produce and or acquire both the software and or technology necessary to successfully distribute filmed content on-line and or to develop, create, produce and or acquire commercially viable filmed content to be distributed by use of its technology. Speed to market, and function ability are key factors in the success of the Company and it should be known that there is a significant amount of risk involved that should competitive and or superior software and or technology reach the marketplace quicker than the software and or technology developed, created, produced and or acquired by the Company could be rendered significantly less valuable. In addition, the entertainment business, in general, is undergoing significant changes as well due to technological developments. These developments have resulted in the availability of alternative forms of leisure time entertainment, including expanded pay and basic cable television, syndicated television, other digital technologies, video games and online access to entertainment via the Internet. During the last several years, revenues from licensing of motion pictures to network television decreased (and fewer films are now being licensed for any price to network television), while revenues from pay television and streaming services have increased in these ancillary markets, it is impossible to accurately predict the effect that these and other new technological developments, such as Internet distribution and digital exhibition of entertainment products, including motion pictures, may have on the entertainment industry.

THE COMPANY AND ITS BUSINESS

MASTURA - THE SERIES, LLC was incorporated in Nevada on February 24, 2020. It was formed to create a high-quality, episodic, scripted program that targets audiences that are interested in cannabis and or cannabis-related products as well as audiences that simply enjoy good television, and then allow those viewers to purchase our content through a pay-per-view or VOD process, or a subscription model.

The Company intends to generate its revenue from a multitude of sources including, but not limited to, licensing its content and intellectual property, product and brand integration, ancillary businesses created by the development of its intellectual property, the sale and marketing of its products and the connecting of users directly with brands. The Company also intends to develop certain key joint venture agreements or partnerships with popular products and brands and then involve those products and brands at an early stage in the development of its programming, thus organically integrating those products and brands into the storyline of the Series so that the Company may participate in the financial success derived from the sale of those products and brands through sell-through or E-Commerce revenue streams that will be developed by the Company.

SEASON #1 *"Mastura"*

"Mastura" is an epic, globally sweeping story of one man of integrity surrounded by powerful forces of both good and evil who will stop at nothing to acquire and control the world's most valuable strain of cannabis…Mastura!

The Series will be told from a multitude of conflicting perspectives. With storylines that reflect the Wall Street hedge funds that are pouring billions into this hyper-growth industry, to the politicians who are fighting for and against legalization, to the gangsters who are now quickly becoming the next wave of our country's anti-establishment billionaires, this production is aimed at becoming the "Breaking Bad" of cannabis.

Product Integration

We may be able to subsidize some or all of the production cost of *"Mastura"* through product integration. Brands like GM, Mercedes Benz, Heineken, Adidas, Hugo Boss, Samsung, Red Bull, Monster, Patron, Gatorade, Rolex, Net Jets, Ray Ban, Under Armor, MGM, Caesars Palace, Tide, Budweiser, Coke, Pepsi, Dominoes, Papa John's and many more are very familiar with product integration and pay significant sums each year to have their products and brands featured in television and film productions. The Company intends to create its programming with product integration at the forefront, involving brands at the earliest possible point in time, so that the product integration is organic and seamless. As we produce the Series, each episode will feature a prominent actor integrating a sponsored product into the dialogue and in the action of that episode. We plan to do this for more than one product and/or brand in each episode.

Distribution

We believe the future of distribution is linked to the ability to distribute streaming content directly to the consumer. By bypassing traditional distributors, we can generate more revenue by distributing original content directly to the consumer. After our First Season has been completed, we plan to license the rights to both foreign and domestic distributors, although licensing may occur prior to completion of all of the episodes. We may also determine that developing our own platform, for the distribution of streaming content directly to the end user, may be more financially viable. We may also enter into joint venture agreements with websites that have substantial user bases and a built-in audience that has a predisposed interest in our content.

ESTIMATED USE OF PROCEEDS

The following table contains the estimated use of proceeds of this Offering assuming the entire offering of Units is sold. However, Management reserves the right to change completely and at any time, without notice, the use and individual amounts of the Offering Proceeds in its sole and absolute discretion, adjustment of the amounts in each category if less than the full amount of this Offering is raised, or otherwise, and the use of the Offering Proceeds for any purpose relating to, but not limited to, the acquisition, development, production, promotion, marketing, sale and distribution of the Series as well as technological and software development as well as other uses not listed here as well as for all expenses of this Offering, overhead, operating expenses and other attendant expenses not listed here.

The amount and timing of the Company's use of proceeds will vary depending upon a number of factors, including, but not limited to, the amount raised in this Offering, the amount of cash generated or used by our operations and the success of our business efforts. The Company's management will have broad discretion in the allocation of the net proceeds of this Offering.

Estimations if THIRTY MILLION DOLLARS ($30,000,000) is raised:

Description of Use	% of Total	Total Amount
License Acquisition	3%	$900,000
Directors Fees	3%	$900,000
Management Fees & Expenses	3%	$900,000
Overhead, operating, tech development, legal and marketing costs including, without limitation, the following fees & expenses: broker fees (if any), finance charges (if any), finder's fees (if any), consulting fees (if any), marketing fees (if any), etc.	10%	$3,000,000
Production: including the following: Development, Pre-production, Casting (including actors' salaries), Principal Photography, Sound Design, Editing, Effects Delivery and other operating expenses, including and without limitation, producer fees, writing fees, etc.	71%	$21,300,000
Music/rights and acquisition	10%	$3,000,000
TOTAL	**100%**	**$30,000,000**

THE COMPANY HAS MADE PROJECTIONS FOR THE EXPECTED EXPENDITURES REQUIRED TO ACQUIRE DEVELOP, PRODUCE AND DISTRIBUTE THE EVENT HOWEVER, THESE REPRESENT ESTIMATIONS ONLY OF THE INTENDED USE OF THE OFFERING PROCEEDS. IT IS WITHIN THE MANAGER'S SOLE DISCRETION TO ADJUST THE ESTIMATIONS COMPLETELY AND AT ANY TIME. THE STATEMENTS CONTAINED HEREIN ARE BASED ON INFORMATION BELIEVED BY THE MANAGER TO BE TRUE AND RELIABLE AT THE TIME AND DATE OF THIS OFFERING. NO WARRANTY IS MADE AS TO THE ACCURACY OF SUCH INFORMATION OR THAT CIRCUMSTANCES HAVE NOT CHANGED SINCE THE DATE SUCH INFORMATION WAS SUPPLIED OR THAT THEY WILL NOT CHANGE IN THE FUTURE. IF SUCH CHANGES OCCUR THEN THEY MAY DRAMATICALLY CHANGE THE ESTIMATED USE OF PROCEEDS AS THEY ARE DESCRIBED ABOVE AND INVESTOR/MEMBER MAY SUFFER THE LOSS OF THEIR ENTIRE INVESTMENT.

INVESTOR SUITABILITY

Investment in the LLC involves a high degree of risk and is a suitable investment only for those persons of substantial financial means whose liquidity would not be adversely affected by this investment. The success of the Offering depends on many factors beyond the control of the LLC and its Manager. Although the intent of the Manager and the purpose of the LLC are to secure substantial economic gain for all of the Unit Holders, Investors in this offering could sustain a loss of their entire investment (see "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. 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 the 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. Thus, Prospective Purchasers should fully understand the consequences of such illiquidity and they should have the financial means to sustain themselves through the risks associated with a speculative, illiquid, long-term investment.

The Manager of the Company reserves the right to terminate this offering prior to the sale of the maximum number of units and to raise additional funds for creation, development, production, post-production, marketing, sale and/or distribution of the Series through another offering(s) of securities and/or debt financing transaction(s). In the sole discretion of the Manager, any subsequent offering may have different terms that may or may not be more beneficial to investors in either offering. If the Manager decides to raise additional funds, the percentage interest of the investors' in this Offering may be diluted.

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

a. such Prospective Purchaser 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 Prospective Purchaser 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 entire investment;

c. such Prospective Purchaser 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 Prospective Purchaser understands that if circumstances change in their life AFTER the purchase of units in this LLC which cause them to be in need of liquidity and or if they are put under financial duress due to circumstantial changes that were caused after the date of the purchase of units in this LLC then Prospective Purchaser must understand that THEY WILL HAVE NO ABILITY TO REQUEST A LIQUIDATION OF THEIR UNITS IN ANY WAY OR A CHANGE IN ANY PART OF THIS LLC TO ACCOMMODATE THEIR NEW AND OR CHANGING FINANCIAL CIRCUMSTANCES.

e. such Prospective Purchaser's overall commitment to investments is not disproportionate to his or her net worth and this investment will not cause such overall commitment to become excessive;

f. such Prospective Purchaser has read and understood this Offering Memorandum and all accompanying Exhibits; and

g. such Prospective Purchaser must have knowledge and experience in financial and business matters so that he or she is capable of evaluating the merits and risks of the prospective investment, as

described in Rule 506 of Regulation D of the S.E.C.

Accredited Investors: The Offering is being made to **Accredited Investors only**. Accredited investors include the following:

a. a bank, insurance company, registered investment company, business development company, or small business investment company;

b. an employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of five million dollars ($5,000,000);

c. a charitable organization, corporation, or partnership with assets exceeding five million dollars ($5,000,000);

d. a director, executive officer, or general partner of the company selling the securities;

e. a business in which all the equity owners are accredited investors;

f. a natural person who has an individual net worth, or joint net worth with the person's spouse, that exceeds one million dollars ($1,000,000) at the time of the purchase;

g. a natural person with income exceeding two hundred thousand dollars ($200,000) in each of the two most recent years or joint income with a spouse exceeding three hundred thousand dollars ($300,000) and a reasonable expectation of the same income level in the current year; or

h. a trust with assets in excess of five million dollars ($5,000,000), not formed to acquire the securities offered, whose purchases are made by a sophisticated person.

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 reviewed by the Manager to determine the suitability of the Subscriber for this Offering, however Manager will rely heavily, if not *exclusively*, on the information given to the Manager by Prospective Purchasers and will be held harmless and not responsible for the acceptance of any Prospective Purchaser who may give false or incomplete information when subscribing to this offering. The Manager may, in its sole and absolute discretion, refuse acceptance of any Subscriber as a Unit Holder in the LLC.

If any representation or misrepresentation made by a Prospective Purchaser or any other party acting on such person's behalf misleads the Manager in any way as to the financial or other circumstances or accreditation of a particular Prospective Purchaser, or if, because of any error or misunderstanding as to such circumstances financial or otherwise or accreditation of Prospective Purchaser then Prospective Purchaser by the signing of the attached Subscription Agreement held within this document and as part of this offering, agrees to hold harmless and indemnify Manager against any action brought against the Manager or the LLC.

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 Manager to serve as the Subscriber's attorney-in-fact for certain purposes (see "OPERATING AGREEMENT"). The Operating Agreement is set forth in full as Exhibit A of the Offering Memorandum.

THE MANAGER AND LLC MANAGEMENT

Branded Entertainment Inc. is the Manager of MASTURA - THE SERIES, LLC. The address for the Manager's base of operations is 552 E. Charleston Blvd., Las Vegas, Nevada, 89104. The Manager will provide the Company with its time, effort, skill and experience. The Manager will receive significant consideration for such contributions to the organization and management of the Company. It is anticipated that the Manager, and its individual owner, will serve in their respective capacities throughout the term of existence of the Company. The Manager will have the exclusive right to exercise control over the business of the Company. The Manager will make all decisions of the Company with respect to all aspects of the financing and production of the Series as well as many other decisions not listed here. Investor Members will have no right or authority to act for or bind the Company.

The Manager, the Manager's Affiliates, counsel, and consultants shall be held harmless and be indemnified by the Company for any liability, loss (including, but not limited to, amounts paid in settlement), damages or expenses, including reasonable attorney's fees, suffered as a result of any act or omission, proven or alleged, arising out of such person's activities, either on behalf of the Company, or in furtherance of the interests of the Company, if the Manager determined, in good faith, that the course of conduct was in the best interest of the Company, and such liability or loss was not the result of negligence or misconduct by such person (see the Company Operating Agreement in Exhibit A attached hereto).

Fiduciary Duty of Management

The Manager is the fiduciary of the Company, and as such, is required to exercise good faith, diligence, and integrity in handling the Company's affairs. The rights, duties, and obligations of, and limitations on, the Manager are set forth in the Operating Agreement and by Nevada Law. The Manager has broad discretion under the terms of the Operating Agreement to manage the affairs of the Company with the assistance, if desired, of consultants or others retained for the Company's account. The Manager's actions are not subject to vote by the Investor Members.

Managers, trustees, employees, designees, or nominees may not be liable to the Company or to its Investor Members for certain acts or omissions to act, since the Operating Agreement has provisions for indemnification of Management and certain other parties, to the fullest extent permitted under Nevada law. It should be noted that in the event that any legal action is taken against the Company, its Manager, trustees, employees, designees, nominees or its officers, then the Manager would then be forced to utilize funds held by the Company for its defense.

DIRECTORS AND MANAGEMENT OF BRANDED ENTERTAINMENT INC.

The names, ages and positions of the directors and executive officers as of the date of this Memorandum are as follows:

	Age	Title
Key Management		
Jonathan Sanger	76	Chief Executive Officer, Chairman of The Board of Directors
Wynn Housel	45	Chief Financial Officer, Secretary
Board of Directors		
Leslie Bocskor	55	Directors
Jonathan Sanger		
Glenn H. Truitt		

Jonathan Sanger – Chief Executive Officer, Chairman of the Board of Directors

Mr. Sanger is an Academy Award winning Producer who has produced such iconic films as “The Elephant Man,” “The Producers” and “Vanilla Sky.” He was the President of Tom Cruise’s production company, Cruise/Wagner, for a decade during the launch of the Mission Impossible franchise.

Wynn S. Housel – Chief Financial Officer, Secretary

Mr. Housel is a seasoned executive with a proven track record across a variety of management roles. He has more than 20 years of professional experience, primarily as a strategic and financial advisor to U.S. and international companies of all sizes and at every stage of development. Mr. Housel is an expert in corporate finance, capital raising, mergers & acquisitions, strategic partnerships, balance sheet restructuring, and debt & equity capital markets. He also has substantial experience in operationally focused roles in such areas as general management, performance enhancement, technology solutions (e.g. ERP, CRM, e-commerce), facility expansion, and regulatory compliance (e.g. ISO, GMP, FDA).

Mr. Housel has advised such companies as Alcoa, Allianz, Apollo, Arconic, Capital One, Chemed, ED&F Man, Heineken, Infineon, LyondellBasell, Quanex Building Products, Severstal, Sumitomo, and Westway Group. He has worked with multiple startup and early stage companies, on both a full-time and consultancy basis, as Chief Financial Officer, Chief Operating Officer, and Head of Business Development. As an advisor, he has worked at such firms as Evercore, Lazard Freres, and CS First Boston in Nevada and London. Mr. Housel's experience crosses a range of industries, including materials, industrial products, technology, financial services, healthcare, transportation and logistics, and consumer products.

Mr. Housel received his B.S., summa cum laude, in Business Administration from the University of Richmond and his M.B.A., with honors, from The Wharton School at the University of Pennsylvania. Mr. Housel is also a Chartered Financial Analyst®.

Leslie Bocskor – Board of Directors

Mr. Bocskor has been the President and Founder of Electrum Partners since January 2014. Electrum Partners is a global cannabis business advisory and services firm. In May 2016 he was appointed to the board of directors of GB Sciences, Inc. and has served as the vice chairman since April 2017. Mr. Bocskor combines two years of experience in the cannabis industry and a total of 20 years in senior management in the financial industry. Since June 2000, Mr. Bocskor has served as the President of Venture Catalyst LLC, a consulting company. From February 2011 through September 2012, Mr. Bocskor was employed in the investment banking division of Network 1 Financial Securities, Inc. From May 2005 through June 2011, Mr. Bocskor was Managing Partner of Lenox Hill Partners, LLC an advisory firm that focused on corporate finance and business consulting. Currently, Mr. Bocskor serves as the Chairman of the Board of The Nevada Cannabis Industry Association, a trade association working to establish an exemplary legal Cannabis Industry in the State of Nevada. Mr. Bocskor is also Chairman of the Board for the Figment Project, an arts and cultural organization. Additionally, Mr. Bocskor serves on the boards of Social Life Network (OTC: WDLF) an Indoor Harvest Corp. (OTC: INQD).

Glenn H. Truitt Esq. – General Counsel, Board of Directors

Glenn H. Truitt, Esq. has been in private practice for 13 years and is the principal owner and managing partner of a multidisciplinary professional practice (law, finance & strategy) for legal cannabis and healthcare business owners, headquartered in Las Vegas, NV. He is licensed in California and Nevada and specializes in compliance and structured transactions, including mergers, acquisitions, financing, operations and brokerage.

Mr. Truitt is a graduate of the United States Naval Academy, where he earned his BS in Mathematics, with honors, finishing 8th in his class of approximately 1,000 graduates. He was the first Academy graduate in twenty years to win both of the Math Department’s class awards, including for highest standing and

mathematical excellence – the latter awarded for his part in a published paper which achieved the proof a new linear algebraic axiom.

Mr. Truitt served for five years in the submarine community, including a six-patrol tour onboard the ballistic missile submarine, USS TENNESSEE SSBN 734(B), achieving the rank of Lieutenant, receiving a Navy Achievement Medal for his service as the Communications Officer during 9/11 (during which the TENNESSEE Blue Crew was on patrol), and qualifying in both Submarine Warfare (i.e. "Gold Dolphins") and as a Naval Nuclear Engineer – widely considered to be the Navy's most challenging technical qualification. He made the difficult decision to resign from the Navy to pursue a career in law, and matriculated at Stanford Law School where he graduated in 2005. Notably, during his time at Stanford, he served as student body president for the law school during his second year, while also authoring a column in the Stanford Daily.

Mr. Truitt remains active in the local professional community, including membership in the American Bar Association, California and Nevada Bar Associations, and the Clark County Bar Association.

MANAGER'S DISCRETION REGARDING PRODUCTION AND DISTRIBUTION MATTERS

In the Operating Agreement, the Manager has reserved the specific authority to enter into agreements on behalf of the Company with distributors or other third parties, pursuant to which the Company, in exchange for such distributors' or other third-parties' assistance in financing, acquiring, producing, distributing, and/or otherwise exploiting the Series, may commit to pay such parties out of revenues generated by the Series at a point in the Series revenue stream prior to the calculation of Distributable Cash thereunder. Such agreements may include but are not limited to: Flat fee arrangements; licensing deals; or an outright sale of the Project (see "OPERATING AGREEMENT" at Exhibit A attached hereto), if, in the judgment of the Manager, such a sale would be in the best interest of the Company. For additional information, see "Distribution" above.

In addition, the Manager has the sole and exclusive right, but is not limited to:

1) To seek the most advantageous distribution agreements for the Series;
2) To modify the budget of the Series, including the Estimated Use of Proceeds, to adapt to changing contingencies, so long as, in the judgment of the Manager, such budget changes improve the Company's ability to produce a better Series;
3) To choose locations for the creation, development, and production of the Series;
4) To enter into agreements on behalf of the Company which stipulate that persons providing financing, rendering services, or furnishing any materials or facilities, in connection with the acquisition, creation, development, production, marketing and distribution of the Series, or other exploitation of the Series, shall receive as salary or other compensation, deferred amounts, or a percentage participation in Company revenue; and
5) To raise additional funds, if necessary, through a different offering, through debt financing or through the offering of additional equity units in the Company (including, without limitation, additional Class A Units in the Company), in order to create, develop, produce, and/or acquire software and technologies necessary to distribute the Series independently or otherwise, and/or create, develop, produce, and/or acquire event content, and/or then market these assets.

The Manager is also solely empowered to make the following payments and reserves upon the Company's receipt of sales or licensing proceeds from the Series prior to distributing any funds to the Investor Members.

a) all distribution and sales agent fees, commissions, and expenses, pursuant to which the Company is required to pay under the terms of any sales or distribution agreements for the Series;
b) all Company expenses (including, without limitation, all expenses incurred in connection with this Offering and the execution of the Company's business objective, management fees paid to the Manager and third-party fees for services rendered to the Company that are not included in

the Series Budget, including any legal and accounting fees);

c) repayment of Company indebtedness, including any Related Party Loans, as well as pay any Deferrals to personnel;

d) payment of any union or guild fees, licensing fees or acquisition fees paid for the licensing or acquisition of the intellectual property or any assessments and deferrals; and

e) a reserve amount that the Manager, in its sole and absolute discretion, determines is an appropriate amount to cover the projected budget for the following season(s) of the Series (unless the Manager determines, in its sole and absolute discretion, to discontinue production of the Series);

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 EVEN MORE IMPERATIVE THAT PROSPECTIVE INVESTORS CAREFULLY EXAMINE THE ABILITIES OF SUCH MANAGER AND ITS ASSOCIATES BEFORE CHOOSING TO INVEST IN THE OFFERING.

EXHIBIT A

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

MASTURA - THE SERIES, LLC

A NEVADA LIMITED LIABILITY COMPANY

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 BRANDED ENTERTAINMENT, INC., a Nevada corporation (the "Manager") and the Members pursuant to the Subscription Agreement to the Offering executed by such Members.

ARTICLE I. GLOSSARY

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

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

1.2. "**Act**"**:** The Securities Act of 1933, as amended.

1.3. "**Additional Capital Contributions**"**:** With respect to each Member, the Capital Contributions made by such Member pursuant to Article IV hereof. In the event shares are transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Additional Capital Contributions of the transferor to the extent they relate to the Transferred interests.

1.4. **"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:

1.4.1. 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

1.4.2. Debit to such Capital Account the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

1.4.3. 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.

1.5. "**Adverse Act**"**:** With respect to any Member or the Manager, any of the following:

1.5.1. A failure of such Member or the Manager to make any Capital Contribution required pursuant to any provision of this Agreement,

1.5.2. A determination that such Member or the Manager has committed a material breach of any material covenant contained in this Agreement or materially defaulted on any material obligation provided for in this Agreement and such breach or default continues for ten (10) business days after the date the written notice thereof has been given to such Member or the Manager by any other Member or the Manager, provided that, if such breach or default is not a failure to pay money and is of such a nature that it cannot reasonably be cured within such ten (10) day period, but is curable and such Member or the Manager in good faith begins efforts to cure it within such ten (10) day period and continues diligently to do so, such Member or the Manager shall have a reasonable additional period thereafter to effect the cure (which shall not exceed an additional thirty (30) days, and provided further that, if within ten (10) days after written notice of such breach or default has been given to such Member or the Manager, such Member or the Manager delivers written notice (the "Contest Notice") to each other Member that it contests such notice of breach or default, such breach or default shall not constitute an Adverse Act unless and until (and assuming that such breach or default has not theretofore been cured in full and that any applicable grace period has expired) there is a final determination that such Member or the Manager's actions or failures to act constituted such a breach or default,

1.5.3. A Transfer of all or any portion of such Member's Interest except as expressly permitted or required by this Agreement,

1.5.4. Any dissolution or liquidation of a Member or the taking of any action by its directors, majority stockholder, or Parent looking to the dissolution or liquidation of such Member, unless substantially all assets of the Member are transferred or are to be transferred to a wholly-owned Affiliate of such a Member,

1.5.5. The Bankruptcy of such Member of the occurrence of any other event that would permit a trustee or receiver to acquire control of the affairs or assets of such Member,

1.5.6. A failure of such Member's Parent to continue to have direct or indirect control of such Member for any reason, or

1.5.7. A Change of Control of the Parent of any Member.

1.6. "**Adverse Member**": Any Member with respect to whom an Adverse Act has occurred.

1.7. "**Advertising" and "Advertising Costs":** The creation and dissemination of promotional materials and the conduct of promotional activities including without limitation cooperative advertising, institutional advertising, national advertising, internet advertising, street marketing or advertising, traditional P&A (prints and advertising), social media advertising and trade advertising in whatever form or media as well as other forms of advertising not listed here.

1.8. **"Affiliate":** "Affiliate" means: (i) when used with reference to a specified Person, (a) the principal of the Person, (b) any Person or entity directly or indirectly controlling, controlled by or under common control with such Person, (c) any Person owning or controlling 10% or more of the outstanding voting interests of such Person, and (d) any relative or spouse of such Person; and (ii) when used in connection with U.S. television broadcasting systems, a television station, not owned by a Network, that, for consideration, grants a Network use of specific time periods for Network programs and advertising.

1.9. **“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 thereto,

1.10. **“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 this Agreement.

1.11. **“Allocation Year”:** "Allocation Year" means (i) the period commencing on the Effective Date and ending on December 31, (ii) any subsequent twelve (12) month period commencing on January 1 and ending on December 31, or (iii) any portion of the period described in clauses (I) or (ii) for which the LLC is required to allocate Profits, Losses, and other items of LLC income, gain, loss, or deduction pursuant to Article IV herein.

1.12. **“Amortization”:** The method of allocating the cost of an intangible asset over time for purposes of offsetting (deducting) such cost from revenues the asset helps to produce.

1.13. **“Articles”**: The Articles of Organization for the LLC originally filed with the Secretary of State of the State of Nevada including all amendments thereto or restatements thereof and such term shall mean the Articles as a whole unless the context otherwise requires.

1.14. **“Assumptions”:** Circumstances that are assumed to be factual for purposes of projecting the hypothetical results of an investment in the LLC. Other than statements of historical fact, all statements, included in the Memorandum, the Agreement and all attendant documents which address future activities, events or developments, including, without limitation, such things as future revenues, potential market, project development, market acceptance, responses from competitors, capital expenditures, business strategy, references to future success and other matters are “forward looking statements.” (See Disclosure of Forward-Looking Statement in the Memorandum.) These statements are only predictions and involve known and unknown risks, uncertainties and other factors, including the risks outlined in the Memorandum, that may cause the LLC’s actual results, levels of activity, performance or achievements to be materially different from any future results. However, whether actual results will conform to the assumptions is subject to a number of risks and uncertainties that may cause actual results to differ materially.

1.15. “**Bankrupt**” or “**Bankruptcy**”: With respect to any person, being the subject of an order for relief under Title 11 of the United States Code, or any successor statute or other statute in any foreign jurisdiction having like import or effect.

1.16. **“Below-the-Line”**: Series budget items relating to the technical expenses and labor (other than Above-the-Line) involved in producing a Program including and without limitation, (*i.e*., relating to mechanical, crew, extras, art, sets, camera, electrical, wardrobe, transportation, raw-Program stock, printing and post-production) as well as many other below the line costs and expenses not listed here.

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

1.18. **"Cable Network":** In the U.S., television channels (such as, ESPN and HBO) that are available *via* cable television and provide a full national schedule of programming without local affiliated stations in each media market.

1.19. **“<u>Capital Account</u>”**: With respect to any Member, the Capital Account maintained for such Member in accordance with the following:

1.19.1. 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,

1.19.2. 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.

1.19.3. 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.

1.19.4. 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).

1.20. **“<u>Capital Contribution</u>”**: (Same as "Contribution").

1.21. **“<u>Capital Transaction</u>”:** 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.

1.22. **“<u>Closing Date</u>”** or **“<u>Closing</u>”:** The date on which the Units offered hereby are fully subscribed for or such other date as the Manager may choose.

1.23. **“<u>Code</u>”:** 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.

1.24. **“<u>Company</u>”:** MASTURA - THE SERIES, LLC or The LLC or LLC.

1.25. **“<u>Contribution</u>”**: 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 maximum of thirty-five million dollars ($30,000,000). No minimum has been established for the Offering (same as “Capital Contribution”).

1.26. **"'Created by' Fee"**: A fee may be paid to an individual or a group of individuals responsible for the creation of the Series.

1.27. **"Creative Talent":** Writer(s), Producer(s), Director(s), Musician(s) and others who participate in the creative process relating to the production of the Series.

1.28. "**Debt**": "Debt" means (i) any indebtedness for borrowed money or the deferred purchase price of property as evidenced by a note, bonds or other instruments, (ii) obligations as lessee under capital leases, (iii) obligations secured by any mortgage, pledge, security interest, encumbrance, lien, or charge of any kind existing on any asset owned or held by the LLC whether or not the LLC has assumed or become liable for the obligations secured thereby, (iv) any obligation under interest rate swap agreement, (v) accounts payable, and (vi) obligations under direct or indirect guarantees of (including obligations (contingent or otherwise) to assure a creditor against loss in respect of indebtedness or obligations of the kinds referred to in clause (i), (ii), (iii), (iv), and (v) above, provided that Debt shall not include obligations in respect of any accounts payable that are incurred in the ordinary course of the LLC's business and are not delinquent or are being contested in good faith by appropriate proceedings.

1.29. **"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.

1.30. **"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.

1.31. **"Dissociation Series"**: 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 any Manager Percentage Interest in the LLC, or as otherwise provided in the Nevada limited liability company statute.

1.32. **"Distributable Cash"**: For any distribution period, the gross cash revenues of the LLC less the portion used to pay or establish reasonable reserves for all LLC expenses (including taxes), all as determined by the Manager in its sole and absolute discretion. In this regard, LLC expenses include but are not limited to (i) all operating expenses of the LLC, including but not limited to, if any, all remaining unreimbursed Offering expenses and expenses incurred by the LLC in connection with the development, production, distribution, marketing, sale, distribution and exploitation of the Series and the ancillary rights thereto; (ii) all costs of production of the Series 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); and (iii) any deferments or third-party percentage participation commitments made by the Manager, (iv) all distribution and sales agent fees, commissions, and expenses pursuant to which the Company is required to pay, under the terms of any sales or distribution agreements for the Series; (v) all LLC expenses including, without limitation, all expenses incurred in connection with the formation of the LLC and the execution of

the LLC's business objective, third party fees for services rendered to the Company not included in the Series budget, including any legal and accounting fees as well as any and all cost overruns; (i) repayment of LLC indebtedness, including any Related Party Loans; (vii) payment of any union or guild fees or assessments, and any deferrals, acquisition of intellectual property fees and/or licensing fees; and (viii) a reserve amount as calculated by the Manager in its sole and absolute discretion as necessary and appropriate for usage in the following season(s) of the Series (unless the Manager determines, in its sole and absolute discretion, to discontinue production of the Series).

1.33. **"Distribution"**:

1.33.1. The transfer of money or property by the LLC to its Members or Manager without consideration. The term "Distribution" shall not include any payments to the Manager in the form of management fees, organization fees, production fees, selling fees or reimbursement for goods or services provided to the LLC.

ALSO;

1.33.2. The delivery of the Series to networks, internet platforms or directly to the public through an internet site developed by the LLC or by a company engaged by the LLC.

1.34. **"Distributor"**: The person(s) or entities operating between the producer and the exhibitor or exhibitors of television programs who may obtain certain rights to the program, release it, and or send it to exhibitors, sometimes through sub-distributors. A Distributor may also be involved in the promotion and or marketing of a televised event and may receive a fee or a percentage of the gross revenues generated by the exploitation of the Series.

1.35. **"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 the Manager, including without limitation, the right to vote, to participate in management, or except as provided in the Nevada limited liability company statute, any right to information concerning the business and affairs of the LLC.

1.36. **"Series"**: (Same as "Program") Series means at least two episodes of the television program currently titled *"Mastura"*.

1.37. **"Executive Producer"**: The individual or individuals who are designated by the Manager to receive the Executive Producer credit(s) for the Series for, without limitation, services rendered in the organization and funding of the LLC, in the preparation and execution of this Offering and/or in otherwise arranging for the acquisition, development, creation, production, marketing, sale and or distribution of the Series as well as many other services and or other contributions not listed here.

1.38. **"Executive Producer Fee"**: A payment or payments to be paid out of the budget of the Series to the Executive Producer(s) for, without limitation, services rendered in the organization and funding of the LLC, in the preparation and execution of this Offering and/or in otherwise arranging for the acquisition, development, creation, production, marketing, sale and/or distribution of the Series as well as many other services and or other contributions not listed here.

1.39. **"Financial Projections"**: Good faith estimates (based on reasonable assumptions) of the future financial results of the LLC and its activities relating to the acquisition, development, creation, production, marketing, sale, distribution and exploitation of the Series.

1.40. **"Fiscal Year":** (Same as "Allocation Year").

1.41. **"Gross Asset Value":** With respect to any asset, the assets' adjusted basis for federal income tax

purposes, except as follows:

1.41.1. 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;

1.41.2. 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;

1.41.3. The Gross Asset Value of any item of Company 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

1.41.4. 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 5.3.3 hereof.

1.42. **"<u>Gross Proceeds of the Offering</u>":** The aggregate total of the Original Invested Capital of the Members and the Manager.

1.43. **"<u>Gross LLC Revenues</u>"** or **"<u>Gross Revenues to the LLC</u>":** The total amount of revenue received by the LLC from all sources of LLC activities, including, but not limited to all the revenues derived from distribution, exhibition and exploitation of the Series, along with all forms of contingent compensation paid to the LLC as a result of the exploitation of the Series 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").

1.44. **"<u>Information Rights</u>"**: The right to inspect information and or documents concerning the affairs of the LLC as provided in the Nevada limited liability company statute.

1.45. **"<u>Interest</u>"**: 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 the 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 Nevada limited liability company 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 the Manager to comply with all terms and provisions of the Agreement.

1.46. "**<u>Internet Provider/Internet Platform</u>**": Any internet website that provides televised content to be viewed in part or in its entirety in exchange for some form of consideration or license fee.

1.47. "**<u>Investor/Member</u>**": (Same as "Member" and "Unit Holder").

1.48. **“Investor Recoupment”:** (Same as “Recoupment”).

1.49. **“IRS”:** The Internal Revenue Service.

1.50. **“Issuer”:** The entity which is issuing the securities (the LLC interests or Units) offered hereby, *i.e*., MASTURA - THE SERIES, LLC, a Nevada limited liability company.

1.51. **“Key Talent”**: Means the marquee event participants and creative personnel responsible for the creation, development, production, marketing, sale and or distribution of the Series. Key Talent may receive 20% of all Distributable Cash in a gross corridor generated by the LLC.

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

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

1.54. **“LLC”**: The Nevada limited liability company (MASTURA - THE SERIES, LLC) formed pursuant to the Nevada limited liability company statute (same as the “Limited Liability Company”).

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

1.56. “**Management and Voting Rights**”: Those rights of a Member and Manager described in the Agreement as they may be limited in this Agreement, the Articles and the Nevada limited liability company statute. Pursuant to this Agreement, the Members do not have a right to vote on the affairs of the LLC.

1.57. “**Manager**”: Branded Entertainment, Inc.

1.58. “**Member**”: A person who (i) 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 Nevada limited liability company statute; and (ii) who has not resigned, withdrawn, or been expelled as a Member or, if other than an individual, been dissolved (same as “Unit Holder”).

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

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

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

1.62. **“Membership Interest”**: A Member's rights in the LLC, collectively, including the Member's economic interest and any right to information concerning the business and affairs of the LLC provided by the Agreement and or Nevada limited liability company statute.

1.63. **“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):

1.63.1. 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;

1.63.2. 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;

1.63.3. 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;

1.63.4. 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;

1.63.5. 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";

1.63.6. To the extent an adjustment to the adjusted tax basis of any item of LLC Property pursuant to Code section 734(b) is required, pursuant to regulations Section 1.704-1(b)(2)(iv)(m)(4), 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

1.63.7. Notwithstanding any other provision of this definition, any items that are specially allocated pursuant to Section 5.9 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 5.9 hereof shall be determined by applying rules analogous to those set forth in subparagraphs (i) through (vi) above.

1.64. **"Net Receipts"**: (Same as "Distributable Cash").

1.65. **"Network":** A connecting system which allows simultaneous telecasting of a single origination by a number of television stations. When used in connection with U.S. television broadcasting systems, "Network" means ABC, CBS, NBC, Fox, PBS, The CW and other various cable/satellite and specialty networks with or without Affiliates. "Network" may also mean Cable Networks such as HBO, Showtime, and Starz as well as other Cable Networks not listed here. Also, in some cases "Network" may also mean an internet distributor of filmed content such as Netflix, Hulu, Amazon etc. (See also "Cable Network.")

1.66. "**Non-Manager Member**": Members of the LLC other than the Manager.

1.67. **“<u>Nonrecourse Deductions</u>”:** Has the same meaning as set forth in Regulations Section 1.704-2(b)(1).

1.68. **“<u>Nonrecourse Liability</u>”:** Has the same meaning as set forth in Regulations Section 1.704-2(b)(3).

1.69. **“<u>Offering</u>”:** The offer and sale of Units in the LLC made in reliance on the applicable S.E.C. regulations, promulgated by the Securities and Exchange Commission and compatible state registration regulations.

1.70. **“<u>Offering Proceeds</u>”**: The total potential proceeds from the LLC’s offer and sale of the Units.

1.71. **“<u>Operating Agreement</u>”:** (Same as “Agreement”).

1.72. **“<u>Organizational Expenses</u>”**: Expenses paid or incurred in connection with the organization of the LLC, including but not limited to, 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 Articles of Organization, accounting fees for establishing the LLC's accounting system and necessary LLC filing fees as well as others not listed here.

1.73. **“<u>Original Invested Capital</u>”:** 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.

1.74. **“<u>Percentage Participation</u>”:** 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 Series’ revenue, (*e.g.*, of Distributable Cash, or of the Manager’s share of Distributable Cash).

1.75. **“<u>Percentage Interest</u>”:** Percentage Interests shall be determined, unless otherwise provided herein, in accordance with the relative proportions of the Capital Accounts of Members and the 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 the Manager.

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

1.77. **“<u>Pre-Production</u>”:** The earliest phase of production, encompassing, but not limited to, developing the event programming, hiring or obtaining letters of intent from key talent and creative personnel, including the programming director and principal performers, establishing production locations and shooting schedules, preparing the budget and such other steps as are necessary to prepare for the actual commencement of photography and or telecasting of the Series as well as many other actions not listed here.

1.78. **“<u>Pre-Sale Financing</u>”:** 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, television syndicators, and/or bank loans obtained by using such cash advances or guarantees as collateral as well as others not listed here.

1.79. **“<u>Producer</u>”:** Those individuals or entities designated by the Manager to receive the Producer credit for their work in connection with the acquisition, development, creation, production, post production, marketing, sale and or distribution of the Series as well as other actions not listed here.

1.80. **“<u>Production Cost Deferments</u>”:** 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.

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

1.82. **“Program”:** The televised event, in whatever format, form or medium such program may be broadcast, reproduced and/or distributed.

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

1.84. **“Prospectus”:** The accompanying securities disclosure document which is required to be furnished to Prospective Purchasers of Units (prior to purchase) pursuant to federal and state securities laws.

1.85. **“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.

1.86. **“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 percent (100%) of the Member investors' Original Invested Capital (same as “Investor Recoupment”).

1.87. **“Registered Office**”: The office maintained at the street address of the agent for service of process of the LLC.

1.88. **“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.

1.89. **“Return of Capital”**: Any distribution to a Member or the 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.

1.90. **“Script”:** As applicable for the Series, the written dialogue and scene descriptions collectively telling the story of the Series**.**

1.91. **“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 (Same as “S.E.C.”).

1.92. **“Subscriber”**: A Person who applies for the purchase of one or more Units pursuant to the Subscription Application.

1.93. **“Subscription Agreement”** or **“Subscription Application”:** A document included as part of the separate packet accompanying this Offering Memorandum and entitled “MASTURA - THE SERIES, 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.

1.94. **"<u>Syndication Expenses</u>":** Expenses, including but not limited to, paid or incurred in connection with the issuing and marketing of interests in the LLC, including but not limited to, 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).

1.95. **"<u>Tax Matters Partner</u>":** The designated Manager or Member who, as required by the Tax Equity and Fiscal Responsibility Act of 1983, 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 Tax Matters Partner is the Manager: namely, Branded Entertainment Inc., or its designated representative.

1.96. **"<u>Unit</u>":** A ratable interest in the LLC of a Unit Holder. Units equaling a maximum of $30,000,000 are being offered hereby at ONE HUNDRED THOUSAND DOLLARS ($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.

1.97. **"<u>Unit Holder</u>"** or **"<u>Unit Purchaser</u>":** 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" and "Investor/Member").

1.98. **"<u>Vote</u>":** Members/Unit Purchasers in this LLC will NOT have the ability to vote on any matters pertaining to anything having anything to do with this LLC, its Manager, its Management, its business, its business decisions, its decisions of any kind what so ever and anything else not listed here and by signing and executing the Subscription Documents and or the Subscription Agreement, Member/Unit Purchaser agrees to relinquish any and all such rights to vote in any way shape or form on anything having to do with this LLC including but not limited to any and all of the afore mentioned points and or instances what so ever for the life and the duration of this LLC's existence.

1.99. **"<u>Withdrawal</u>"**: Includes the resignation or retirement of a Member as a Member.

1.100. **"<u>Written</u>"** or **"<u>In Writing</u>"**: Includes facsimile, electronic mail and SMS communication(s).

ARTICLE II. FORMATION MATTERS

2.1. **Formation of Limited Liability Company**: The Members do hereby authorize the formation of, pursuant to the Nevada limited liability company statute, 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 Nevada 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 is: MASTURA - THE SERIES, LLC, a Nevada limited liability company. 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 principal place of business of the LLC shall be 552 E. Charleston Blvd., Las Vegas, NV 89104; however, 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 Secretary of State of the State of Nevada and shall remain effective in perpetuity unless dissolved sooner as provided in this Agreement.

2.6. **Name, Address and Designation of Manager and Members**: The name of the Manager is Branded Entertainment, Inc. The business address for the Manager is 552 E. Charleston Blvd., Las Vegas, Nevada, 89104. The names and business addresses of the Members are set forth on their respective Subscription Agreements.

2.7. **Agent for Service of Process:** The agent for service of process on the LLC shall be Branded Entertainment, Inc.

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 complete the acquisition, development, creation, production, post production, marketing, sale and distribution of the Series in order to obtain worldwide distribution and marketing and to otherwise advertise the Series and the exploitation of the ancillary and subsidiary rights in and to the Series.

3.2. **Powers of the LLC**: Such business purposes as set forth in Section 3.1 above 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.

3.3. The LLC purposes set forth in Section 3.1 above may be accomplished by taking any action which is permitted under the Nevada 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 ONE HUNDRED THOUSAND DOLLARS ($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 below of this Agreement as well as all other provisions stated within this offering. 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 Manager may use the Capital Contributions for any LLC purpose.

4.2. **Capital Contribution by Manager**: As its contribution to the Capital of the LLC, the Manager may acquire and contribute the rights to the underlying literary or other creative source material, the Script and visual development, while also contributing their time, effort and expertise in organizing and forming the LLC, and in managing the LLC during the term of its existence. The Manager is contributing such property and services in exchange for the Manager's interest in Distributable Cash.

4.3. **Cash and Property Contribution by Unit Holders**: The Contributions of the Unit Holders shall be an amount equal to the value of funds and property actually received from the private sale of Units, and an ongoing interest as defined elsewhere herein (shared *pro rata* among Members). 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 hundred thousand dollars ($100,000), except that the Manager, in its sole and absolute 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 the Manager shall be paid interest on any Capital Contribution to the LLC. In addition, no interest will be paid to a Member on amounts, if any, placed in a segregated or escrow account up to and until such funds are transferred to the LLC production account, since Investor funds will immediately be deposited in the LLC's production account – that is, no minimum amount of capital contribution has been set for this Offering.

4.6. **Liabilities of the Manager for Contributions**: The Manager shall not be personally liable for the return of any portion of the Contributions of the Unit Holders; any return of those Contributions shall be made solely from LLC assets. The Manager shall not be required to pay to the LLC or any Unit Holder any deficit in any Unit Holder's Capital Account upon any dissolution or otherwise. No Member or the Manager shall have the right to demand or receive property other than cash. By the signing of the Subscription Agreement Member agrees to hold harmless and indemnify Manager for, without limitation, any and all damages of any kind what so ever, any loss of Capital Contributions, any tax liability, public relations liability as well as any liability or damages to Member not listed here.

4.7. **Capital Accounts**: An individual Capital Account for each Member shall be maintained in accordance with Regulation section 1.704-1(b)(2)(iv) and adjusted in accordance with the following provisions:

4.7.1. A Member's Capital Account shall be increased by that Member's Capital Contributions, that Member's share of Profits, and any items in the nature of income or gain that are specially allocated to that Member pursuant to Article V.

4.7.2. A Member's Capital Account shall be increased by the amount of any Company liabilities assumed by that Member subject to and in accordance with Regulation section 1.704-1(b)(2)(iv)(c).

4.7.3. A Member's Capital Account shall be decrease by (a) the amount of cash distributed to that Member, (b) the Gross Asset Value of any property of the Company so distributed, net of liabilities secured by such distributed property that the distributed Member is considered

to assume or to be subject to under Code section 752, (c) any liability of a Member to the Company, and (d) a Member's share of Losses and any items in the nature of expenses or losses that are specially allocated to that Member pursuant to Article V hereof.

4.7.4. A Member's Capital Account shall be reduced by the Member's share of any expenditures of the Company described in Code section 705(a)(2)(B) or which are treated as Code section 705(a)(2)(B) expenditures under Regulation section 1.704-1(b)(2)(iv)(I) (including syndication expenses and losses nondeductible under Code sections 267(a)(1) or707(b))

4.7.5. Except as otherwise provided in this Agreement, if any Economic Interest (or portion thereof) is transferred, the transferee of such Economic Interest portion shall succeed to the transferor's Capital Account attributable to such interest or person.

4.7.6. The principal amount of a promissory note that is not readily traded on an established securities market and that is contributed to the Company by the maker of the note shall not be included in the Capital Account of any Person until the Company makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations section 1.704-1(b)(2)(iv)(d)(2).

4.7.7. Each Member's Capital Account shall be increased or decreased as necessary to reflect a revaluation of the Company's property assets in accordance with the requirements of Regulation section 1.704-1(b)(2)(iv)(f)-(g), including the special rules under Regulation section 1.701-1(b)(4), as applicable.

4.8. **Special Rules with Respect to Capital Accounts.** For the purposes of computing the balance in a Member's Capital Account, no credit shall be given for any Capital Contribution that such Member is to make until such contribution is actually made. "Capital Contribution" specifically here refers to the total amount of cash and the agreed fair market value (net of liabilities) contributed to the Company by that Member and any subsequent contributions of cash and the agreed fair market value (net of liabilities) of any other property subsequently contributed to the Company by that Member.

4.9. **Membership Interest Certificates.** The Company may, but shall not be required to, issue certificates evidencing Membership Interests (Membership Interest Certificates) to Members of the Company. Once Membership Interest Certificates have been issued, they shall continue to be issued as necessary to reflect current Membership interests held by Members. Membership Interest Certificates shall be in such form as may be approved by the Manager, shall be manually signed by the Manager or its agent, and shall bear conspicuous legends evidencing the restrictions on transfer and purchase rights of the Company and Members set forth in this Agreement. All issuances, re-issuances, exchanges, and other transactions in Membership Interests involving Members shall be recorded in a permanent ledger as part of the books and Records of the Company.

ARTICLE V. ALLOCATIONS OF NET PROFITS AND LOSSES

5.1. **General.** After giving effect to the special allocations set forth below, for financial accounting and tax purposes the LLC's Net Profits and Net Losses will be determined annually and allocated to the Members in proportion to each Member's relative capital interest in the Company and in accordance with Treasury Regulation 1.704-1.

5.2. **Syndication Costs**. Syndication Costs shall be allocated to the Members *pro rata* in accordance with their LLC Members' Percentage Interests.

5.3. **Special Allocations.** The following Special Allocations shall be made in the following order (and for purposes of this Section, the term "Member" shall include the Manager):

5.3.1. **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 5.3.1 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 5.3.1 were not in this Agreement.

5.3.2. **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 5.3.2 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 5.3.1 above and this Section 5.3.2 were not in this Agreement.

5.3.3. **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) is required, pursuant to Regulations section1.704-1(b)(2)(iv)(m)(2) or section 1.704-1(b)(2)(iv)(m)(4), 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 Company 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.

5.3.4. **Curative Allocations.** The allocations set forth in Sections 5.3.1, 5.3.2, and 5.3.3 above (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 5.3.4. 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 above.

5.3.5. **Minimum Gain Chargeback.** Except as otherwise provided in Regulations Section 1.704-2(f), notwithstanding any other provision of this Article V, if there is a net decrease in Partnership Minimum Gain during any taxable year, each Member shall be specially allocated items of income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Partnership Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Section 1.704-2(f)(6) and 1.704-2(j)(2). This Section is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

5.3.6. **Partner Minimum Gain Chargeback.** Except as otherwise provided in Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Article V, if there is a net decrease in Partner Nonrecourse Minimum Gain attributable to a Partner Nonrecourse Debt during any taxable year, each Member who has a share of the Partner Nonrecourse Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), shall be specially allocated items of income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-1(i)(4) and shall be interpreted consistently therewith.

5.3.7. **Nonrecourse Deductions.** Nonrecourse Deductions for any taxable year shall be specially allocated to the Members in accordance with their Percentage Interests.

5.3.8. **Partner Nonrecourse Deductions.** Any Partner Nonrecourse Deductions for any taxable year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

5.4. **Other Allocation Rules**.

5.4.1. **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.

5.4.2. **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 Company 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 there under. 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 5.4.2 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 Agreement.

5.5. **Organizational Expenses.** Organizational Expenses shall be allocated to the Members *pro rata* in accordance with their Member Percentage Interests.

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, the Manager, Creative Key Talent and others entitled thereto no less frequently than annually during the term of the LLC, with each such statement being furnished to each profit participant not later than seventy-five (75) days after the end of each such annual period, and distributions 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:

5.7.1. 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.

5.7.2. A current list of the full name and business or residence address of the Manager.

5.7.3. 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.

5.7.4. Copies of the LLC's federal, state and local income tax or information returns and reports, if any, for the six (6) most recent taxable years.

5.7.5. 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.

5.7.6. Copies of the financial statements of the LLC, if any, for the six (6) most recent fiscal years.

5.7.7. 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 (4) fiscal years.

5.7.8. The LLC's books of account shall be kept on an accrual basis in accordance with generally accepted accounting practices and principles that 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, filed and transmitted to each Member within a reasonable period after the close of each fiscal year of the LLC. Copies of the LLC’s Books and Records may be made by a Member or a Member’s legal representative only with the express prior written agreement of the Manager on all occasions. Such authorized may not be circulated to any third parties without the additional express prior written consent of the Manager.

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.

5.9.1. The Manager has, and will during the course of this Offering, advance necessary funds for

LLC Offering and Organizational Expenses and the Manager will be reimbursed for such expenses out of the Gross Proceeds of the Offering.

5.9.2. The Manager may have no interest in Distributable Cash unless Manager has purchased Member interests in the LLC pursuant to the terms set forth in this offering or is a contributing part of the Key Talent responsible for the delivery and marketing of the Series and or other assets and has been allocated such percentage interest in a separate contract, in which case Manager may receive its pro rata share of Member interest in the LLC pursuant to the terms of this agreement and or its percentage of the twenty percent (20%) of Distributable Cash to be paid to Key Talent as set forth above and within this Agreement, until the Members achieve Recoupment (100% of their Original Invested Capital) and then after Deferments are paid, if any, the Manager will have a forty percent (40%) interest in the balance of Distributable Cash as well as its Member interest, if any, as well as its Key Talent interest, if any, for the balance of the term of the LLC and in addition

5.9.3. 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.

5.9.4. The individual owner of the Manager (Jonathan Sanger) may receive compensation in the form of, for example without limitation, Executive Producer or Producer fees for services rendered in connection with business of the LLC, depending on the nature of the relationship and responsibilities of the individual owner to the Series. All credits given on the Series shall be negotiated and approved by the Manager.

5.9.5. At the conclusion of the term of the LLC all property rights and ancillary rights in the Series shall revert to and be distributed to the original 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 given fiscal year shall be made in the following order of priority:

6.1.1. Investors/Members shall be paid, according to their pro-rata share of Units in the LLC, eighty percent (80%) of Distributable Cash, if any, with twenty percent (20%) paid to Key Talent responsible for the creation and/or delivery of the Series in a gross corridor, until Investors/Members receive ONE HUNDRED PERCENT (100%) of their Original Invested Capital ("Recoupment"). After which, following the payment of any remaining Deferments, the distribution sharing ratio shall change to forty percent (40%) paid to Investors/Members, forty percent (40%) paid to the Manager and twenty percent (20%) paid to Key Talent responsible for the creation and/or delivery of the Series in a gross corridor for the remaining term of the LLC.

6.1.2. If the exploitation of season one of the Series generates more than THIRTY MILLION DOLLARS ($30,000,000) in Distributable Cash, then the LLC intends to retain and hold the first THIRTY MILLION DOLLARS ($30,000,000) of such Distributable Cash in an interest-bearing account in order to fund season two of the Series, if the Manager determines to produce a second season in its sole and absolute discretion.

6.1.3. In such case, Investors/Members will receive one hundred percent (100%) of their pro rata share of all Distributable Cash derived from the exploitation of season one of the Series

above the first thirty million dollars ($30,000,000) in Distributable Cash.

6.1.4. It is the intention of the LLC that this process shall continue through multiple seasons until the final season of the Series is completed and the Manager decides, in its sole and absolute discretion, to no longer produce additional seasons of the Series.

6.1.5. Upon completion of the exploitation of the final season of the Series, it is the intention of the Manager to close the LLC and to pay all Investors/Members their pro rata share of any and all remaining Distributable Cash, which shall include any Distributable Cash previously retained for the production of future seasons of the Series (as described above).

6.2. **Distributions for a Fiscal Year:** Distributions for a fiscal year shall include Distributions made through December 1st of the next succeeding fiscal year.

ARTICLE VII. MANAGEMENT OF THE LIMITED LIABILITY COMPANY

7.1. **Attorney in Fact and Agent:** Each Member, by execution of this Agreement, irrevocably constitutes and appoints the Manager and any of the individuals of the Manager acting alone as such Member's true and lawful attorney-in-fact and agent, with full power and authority in such Member's name, place, and stead to execute, acknowledge, and deliver, and to file or record in any appropriate public office:

7.1.1. Any certificate or other instrument that may be necessary, desirable, or appropriate to qualify the LLC as a limited liability company or to transact business as such in any jurisdiction in which the LLC conducts business;

7.1.2. Any certificate or amendment to the Articles of Organization or to any certificate or other instrument that may be necessary, desirable, or appropriate to reflect an amendment approved by the Members in accordance with the provisions of this Agreement;

7.1.3. Any certificates or instruments that may be necessary, desirable, or appropriate to reflect the dissolution and winding up of the LLC; and

7.1.4. Any certificates necessary to comply with the provisions of this Agreement.

7.1.5. This power of attorney will be deemed to be coupled with an interest and will survive the transfer of the Member's Economic Interest. Notwithstanding the existence of this power of attorney, each Member agrees to join in the execution, acknowledgment, and delivery of the instruments referred to above if requested to do so by the Manager. This power of attorney is a limited power of attorney and does not authorize the Manager to act on behalf of a Member except as described in this Section 7.1.

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:

7.3.1. 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;

7.3.2. Enter into agreements on behalf of the LLC with 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 Series; such agreements may include but are not limited to flat fee arrangements, negative pickup deals or an outright sale of the Series;

7.3.3. Apply a portion of Capital Contributions to marketing and distribution of the Series whether or not the maximum funding of the Offering is achieved;

7.3.4. Modify the budget of the LLC's Series to adapt to changing contingencies, so long as in the judgment of the Manager such budget changes improve the LLC's ability to distribute the Series;

7.3.5. Enter into co-financing, co-production or pre-sale agreements with joint-venture television production partners or other television production entities as well as other companies not listed here, thereby permitting the LLC to expend fewer dollars on such a Series than if such Series was produced solely by the LLC;

7.3.6. 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 Series shall receive as salary or other compensation, deferred amounts or a percentage participation in LLC revenue either before or after Investor Recoupment.

7.3.7. Transfer any property of the LLC on such terms as the Manager shall determine;

7.3.8. 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;

7.3.9. Raise additional funds and/or offer sale of additional LLC Units, as needed and within the sole discretion of Management, in order to further the LLC business purpose as defined herein and in the Memorandum; and

7.3.10. Expend Capital Contributions for LLC purposes immediately upon receipt and acceptance; and

7.3.11. 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 affect 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 the 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, television programs and television projects which may compete with the Series) whether or not in competition with the LLC. Neither the LLC, nor any Member or the 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 arm's-length negotiations with unaffiliated third parties. For the purposes of this subsection 7.7, 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 Tax Matters Partner**: The Manager, Branded Entertainment, Inc., or its appointed representative is designated as the Tax Matters Partner of the LLC as that term is used in Section 6231(a) of the Code and regulations thereunder. The Manager, acting as Tax Matters Partner, may enter into one or more agreements with the IRS with respect to the tax treatment of any LLC's 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. **Indemnification**: The Manager, the Manager's Affiliates, counsel, consultants and its 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 by 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.

7.10. **Rights and Obligations of the Unit Holders**:

7.10.1. No Participation in Management: 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.

7.10.2. 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.

7.10.3. Unit Holders May Not Bind LLC: No Unit Holder shall have any power to represent, sign

for or bind the Manager or the LLC.

7.11. **Reports to Members and Others**: The Manager shall prepare and distribute to the Members and Counsel to the Manager a financial report no less than annually. Not later than ninety (90) 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, and (2) 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 sixty (60) days after the statement has been delivered to the Members.

7.12. **Meetings**: (a) Meetings of Members may be held at any place, either within or without the State of Nevada, 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 the Manager or by any Member or Members representing more than 66 2/3 percent (66 2/3%) of the interests of Members; (c) Notice and other matters relating to such meetings shall be in accordance with the provisions of the Nevada limited liability company statute. The scheduling of such meetings shall not interfere with the duties of the Manager in the production and/or distribution of the Series.

7.13. **Fiduciary Duties of Manager**: The fiduciary duties the Manager owes to the LLC and to its Members are those of a partner to a 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 affected 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).

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.

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 as 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 matter. 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 otherwise 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 consents thereto in writing (and the Manager may withhold such consent in its sole and absolute discretion) and (b) the following conditions are met:

8.4.1. 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;

8.4.2. The assignee shall pay any expenses of the LLC in effecting the substitution;

8.4.3. The assignment shall be affected in compliance with all applicable federal and state securities laws and regulations; and

8.4.4. All requirements of the Nevada 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 a 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 Article VIII 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 the 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. The Manager may be removed, but only for good and sufficient cause, and only by vote of 100% in number of the Members and the Manager considered together at a meeting called expressly for that purpose. Any removal shall 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 Script and rights to the underlying literary material (both as contributed by the Manager to the LLC) shall revert to the original Manager. Upon the effectiveness of such removal, the Members may by the consent of a majority of the Unit Holders and any remaining manager, if any, elect a successor Manager to continue the business of the LLC, or continue the business of the LLC with any such remaining manager acting in that capacity.

8.9. **Incapacity or Death of the Manager**: In the event of the withdrawal, incapacity, or death of the 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, Unit Holders who own more than sixty-six and two-thirds percent of the outstanding Units may name a new manager.

ARTICLE IX. AMENDMENTS

9.1. **Amendments**: This Agreement may be amended only with the written consent of the Manager. No

amendment which is not approved in writing by 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 in Section 2.5 above or by decree of judicial dissolution pursuant to the Nevada 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.

10.3.1. In the event of the removal, death, incapacity, withdrawal or bankruptcy of the Manager, the winding up of the affairs of the LLC and the distribution of its assets shall be conducted by such person or entity that is predetermined by the Manager in a written document and kept on file with the attorney for the LLC should such an event occur. This document should clearly state the Manager’s intent in electing such a successor to act on the behalf of the LLC should the Manager not be able to take such actions and which person or entity is hereby authorized to do any and all acts and things authorized by law for these purposes.

10.4. **Liquidation**:

10.4.1. Upon liquidation of the LLC, all assets of the LLC (except for the remaining rights associated with the Series itself and its ancillary rights to brands and businesses derived from the Series) 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 the Manager's capital account as set forth in Article V hereof. Upon the Dissolution of the LLC all property rights and ancillary rights in the Series shall revert to and be distributed to the original Manager.

10.4.2. After dissolution and liquidation, all remaining assets of the LLC shall be paid in the following order:

a. to third-party creditors (including any lending bank), in the order of priority provided for by law;

b. to the Manager for reimbursement of any unreimbursed expenses advanced by the Manager or other amounts owed to the Manager by the LLC;

c. to the Members in accordance with their ending Capital Account balances.

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 the 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 11.1 to the Manager.

11.2. **Power of Attorney**: Each Unit Holder, upon execution of a Subscription Agreement and approval of the Manager, hereby make, constitute and appoint Jonathan Sanger 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 maybe necessary or appropriate to carry out the provisions or purposes of this Agreement or which may be required of the LLC by law in Nevada, 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 substituted 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 Nevada 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 Nevada.

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 Nevada, 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 Nevada. 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 Operating Agreement and the associated Prospectus and Subscription Documents, shall constitute the full, complete and entire agreement and exclusive statement as to the terms and conditions thereof between the parties in connection with the offer, sale and purchase of the Units and thereby supersedes, merges, cancels and overrides, in all respects, all prior and contemporaneous undertakings, representations, communications, correspondence, understandings, inferences and agreements, if any, between the parties with respect to the subject matter thereof, whether such be written or oral. For the avoidance of doubt, the Prospective Purchaser acknowledges and agrees that he or she has not relied upon any written or oral

representation or other statement in entering into or executing this Operating Agreement or the Subscription Documents associated with the Prospectus that is not set out expressly therein. 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 Manager and any alleged amendment, variation, modification or change herein which is not so documented shall not be effective as to any Member or the 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 to 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 hereby knowingly and willingly agrees to waive any claims against the Manager and its counsel based on such counsel's advice to his or her 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, post production, marketing, sale or distribution or other exploitation of the Series 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 the 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:

12.1.1. 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 owner are residents of such state.

12.1.2. Such Unit Holder acknowledges the receipt of the Offering Memorandum and has been advised that the Manager is 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.

12.1.3. Such Unit Holder recognizes that the LLC has no history of operations or earnings and is of a speculative nature.

12.1.4. 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 interest.

12.1.5. 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.

12.1.6. Such Unit Holder is an Accredited Investor and 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. This Offering is made only to Accredited Investors within the meaning of the Act and its regulations. Accordingly, the Unit Holder understands that investment in the LLC involves a high degree of risk and is a suitable investment vehicle only for those persons of substantial financial means whose liquidity would not be adversely affected by this investment. The success of the Offering depends on many factors beyond the control of the LLC and its Manager. Although the intent of the Manager and the purpose of the LLC are to secure substantial economic gain for all of the Unit Holders, the Investor could sustain a loss of their entire investment (see "Offering Memorandum - RISK FACTORS").

12.1.7. 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.

12.1.8. 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.

12.1.9. Such Unit Holder acknowledges that that no reliance has been made upon any written or oral representation or other statement, inference or assertion of any kind in entering into or executing this Operating Agreement or the Subscription Documents associated with the Prospectus that is not expressly set out in writing therein.

12.2. **Indemnification**: The LLC shall indemnify the Manager, its representatives, officers, employees, agents and attorneys and shall have the power to indemnify any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as defined below) by reason of the fact that such Person was or is a Member, Manager, officer, employee, or other agent of the LLC, or was or is serving at the request of the LLC as a director, officer, employee, or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against

expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by such Person in connection with such Proceeding, if such Person acted in good faith and in a manner such Person reasonably believed to be in the best interest of the LLC, and, in the case of a criminal Proceeding, such Person had no reasonable cause to believe that the Person's conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith in a manner that such Person reasonably believed to be in the best interests of the LLC, or that the Person had reasonable cause to believe that the Person's conduct was unlawful.

12.2.1. To the extent that an agent of the LLC has been successful on the merits in defense of any legal Proceeding, or in defense of any claim, issue, or matter in any such legal Proceeding, the agent shall be indemnified against expenses actually reasonably incurred in connection with the Proceeding.

12.2.2. "Agent," as used in this section, shall include a trustee or other fiduciary of a plan, or trust, or other entity or arrangement.

12.2.3. "Proceeding," as used in this section, means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative or investigative.

12.2.4. Expenses of each Person indemnified under this Agreement actually and reasonably incurred in connection with the defense or settlement of a proceeding may be paid by the LLC in advance of final disposition of such Proceeding, as authorized by the Manager who may or may not itself be seeking indemnification.

12.2.5. "Expenses," as used in this section, include without limitation, attorneys' fees and expenses of establishing a right to indemnification if any, under this section.

12.2.6. Each Unit Holder shall and does hereby agree to indemnify and hold 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 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.

(Signature page follows)

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

MASTURA - THE SERIES, LLC,
a Nevada limited liability company

BRANDED ENTERTAINMENT, INC.,
a Nevada corporation
Manager

By: ___________________________
Jonathan Sanger, CEO

Dated: _________________________

INVESTOR/UNIT PURCHASER/MEMBER

By: ___________________________

Dated: _________________________

EXHIBIT B

SUBSCRIPTION AGREEMENT

INSTRUCTIONS

To subscribe for the Securities in the private offering of

MASTURA - THE SERIES, LLC

1. **Date and Fill** in the number of shares of Class A Units being subscribed for and **Complete and Sign** the Signature Page included in this Subscription Agreement.

2. **Initial** the Accredited Investor Certification attached to this Subscription Agreement in the appropriate spaces.

3. **Complete and Sign the Signature Page attached to this Subscription Agreement**.

4. **Complete and Return** the attached Investor Questionnaire attached to this Subscription Agreement as Schedule A.

5. **Complete and Return** an Accredited Investor Third Party Verification Form from investor's attorney or licensed broker.

6. **Return** send all signed original documents with a check (if applicable) to:

   MASTURA - THE SERIES, LLC
   552 E. Charleston Blvd.
   Las Vegas, NV 89104

7. Please make your subscription payment payable to the order of "**MASTURA - THE SERIES, LLC**"

   For wiring funds, you will wire to the Company's counsel, to be held in escrow, pending the Company's decision regarding acceptance of the subject Subscription:

   Lexicon Bank
   330 S. Rampart Blvd.
   Suite 150
   Las Vegas, NV 89145
   Routing #: 122402434
   Account #:1100605

THE COMPANY WILL NOT ACCEPT ANY SUBSCRIPTION AGREEMENT THAT IS NOT FULLY AND ACCURATELY COMPLETED, DATED AND SIGNED.

THIS IS AN IMPORTANT LEGAL DOCUMENT. READ EACH PART OF IT CAREFULLY.

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") made as of the last date set forth on the signature page hereof between MASTURA - THE SERIES, LLC, a Nevada limited liability company (the "LLC" or "Company"), and the undersigned (the "Subscriber"). The Company and the Subscriber may hereinafter be referred to as the "Parties", and each individually, as a "Party."

WITNESSETH:

WHEREAS, the Company is conducting a private offering (the "Offering") on a "best efforts basis" (the "Offering") as described in a Confidential Private Placement Memorandum dated February 1, 2021 (the "Memorandum"), of the Company's Class A Units (the "Class A Units"), at a price per unit of $100,000;

WHEREAS, the Subscriber desires to purchase that number of shares of Class A Units set forth on the signature page hereof on the terms and conditions hereinafter set forth;

WHEREAS, the Parties agree and acknowledge that notwithstanding any inference, reference or other mention (either oral or written), the subject subscription and offering is exclusively for membership interest in the Company and not for any interest, direct or indirect, in any other entity, including but not limited to, Branded Entertainment, Inc. Offers to obtain an interest in Branded Entertainment, Inc. or any other entity will be provided under separate cover; and

NOW, THEREFORE, in consideration of the premises and the mutual representations and covenants hereinafter set forth, the parties hereto do hereby agree as follows:

1. SUBSCRIPTION FOR CLASS A UNITS AND REPRESENTATIONS BY SUBSCRIBER

1.1. Subject to the terms and conditions hereinafter set forth and in the Memorandum dated February 1, 2021, the Subscriber hereby irrevocably subscribes for and agrees to purchase from the Company, and the Company agrees to sell to the Subscriber, such number of Class A Units, as is set forth on the signature page hereof, at a price equal to ONE HUNDRED THOUSAND DOLLARS ($100,000) per share. The purchase price is payable by personal or business check or money order made payable to "MASTURA - THE SERIES, LLC" contemporaneously with the execution and delivery of this Agreement by the Subscriber. Subscribers may also pay the subscription amount by, wire transfer of immediately payable funds to:

Lexicon Bank
330 S. Rampart Blvd.
Suite 150
Las Vegas, NV 89145
Routing #: 122402434
Account #:1100605

1.2. Without limiting the generality or scope of the disclaimers and disclosures set forth in the accompanying Private Placement Memorandum, the Subscriber recognizes that the purchase of the Securities involves a high degree of risk including, but not limited to, the following:

1.2.1. the Company has a limited operating history and requires substantial funds in addition to the proceeds of the Offering;

1.2.2. an investment in the Company is highly speculative, and only investors who can afford the loss of their entire investment should consider investing in the Company and the Securities;

1.2.3. the Subscriber may not be able to liquidate its investment; (d) transferability of the Securities is extremely limited;

1.2.4. in the event of a disposition, the Subscriber could sustain the loss of its entire investment;

1.2.5. the Company has not paid any dividends since its inception and, despite its intention to do so, may not pay any dividends; and

1.2.6. the Company may issue additional securities in the future which have rights and preferences that are senior to those of the Securities. Without limiting the generality of the representations set forth in Section 1.5 below, the Subscriber represents that the Subscriber has carefully reviewed the section of the Memorandum captioned “Risk Factors.”

1.3. The Subscriber represents that the Subscriber is an “accredited investor” as such term is defined in Rule 501 of Regulation D (“Regulation D”) promulgated under the Securities Act of 1933, as amended (the “Securities Act”), and that the Subscriber is able to bear the economic risk of an investment in the Securities. The Subscriber is referred to the section of the Memorandum entitled “Investor Suitability Standards” for a full explanation of the term “accredited investor.”

1.4. The Subscriber hereby acknowledges and represents that:

1.4.1. the Subscriber has knowledge and experience in business and financial matters, prior investment experience, or the Subscriber has employed the services of a “purchaser representative” (as defined in Rule 501 of Regulation D), attorney and/or accountant to read all of the documents furnished or made available by the Company both to the Subscriber and to all other prospective investors in the Class A Units to evaluate the merits and risks of such an investment on the Subscriber’s behalf;

1.4.2. the Subscriber recognizes the highly speculative nature of this investment; and

1.4.3. the Subscriber is able to bear the economic risk that the Subscriber hereby assumes.

1.5. The Subscriber hereby acknowledges receipt and careful review of this Agreement, the Memorandum (which includes the Risk Factors), including all exhibits thereto, and any documents which may have been made available upon request as reflected therein (collectively referred to as the “Offering Materials”) and hereby represents that the Subscriber has been furnished by the Company during the course of the Offering with all information regarding the Company, the terms and conditions of the Offering and any additional information that the Subscriber has requested or desired to know, and has been afforded the opportunity to ask questions of and receive answers from duly authorized

officers or other representatives of the Company concerning the Company and the terms and conditions of the Offering.

1.6. Offering Materials.

1.6.1. In making the decision to invest in the Class A Units, the Subscriber has relied solely upon the information provided by the Company in the Offering Materials. To the extent necessary, the Subscriber has retained, at its own expense, and relied upon appropriate professional advice regarding the investment, tax and legal merits and consequences of this Agreement and the purchase of the Class A Units hereunder. The Subscriber disclaims reliance on any statements made or information provided by any person or entity in the course of Subscriber's consideration of an investment in the Class A Units other than the Offering Materials.

1.6.2. The Subscriber represents that:

a. the Subscriber was contacted regarding the sale of the Class A Units by the Company (or an authorized agent or representative thereof) and

b. no Class A Units was offered or sold to it by means of any form of general solicitation or general advertising, and in connection therewith, the Subscriber did not:

i. receive or review any advertisement, article, notice or other communication published in a newspaper or magazine or similar media or broadcast over television or radio, whether closed circuit, or generally available; or

ii. attend any seminar meeting or industry investor conference whose attendees were invited by any general solicitation or general advertising.

1.6.3. This Subscription Agreement and the associated Private Placement Memorandum, Operating Agreement and related, ancillary documents, included herewith, shall constitute the full, complete and entire agreement and exclusive statement as to the terms and conditions thereof between the parties in connection with the offer, sale and purchase of the Units and thereby supersedes, merges, cancels and overrides, in all respects, all prior and contemporaneous undertakings, representations, communications, correspondence, understandings, inferences and agreements, if any, between the parties with respect to the subject matter thereof, whether such be written or oral. For the avoidance of doubt, the Subscriber acknowledges and agrees that he, she or it has not relied upon any written or oral representation or other statement in entering into or executing this Subscription Agreement that is not set out expressly therein. Amendments, variations, modifications or changes herein may be effective and binding on Parties hereto by, and only by, setting the same forth in a document duly executed and consented to by the Manager and any alleged amendment, variation, modification or change herein which is not so documented shall not be effective as to any Party hereto.

1.7. The Subscriber hereby represents that the Subscriber, either by reason of the Subscriber's business or financial experience or the business or financial experience of the Subscriber's professional advisors (who are unaffiliated with and not compensated by the Company or

any affiliate or selling agent of the Company, directly or indirectly), has the capacity to protect the Subscriber's own interests in connection with the transaction contemplated hereby.

1.8. The Subscriber hereby acknowledges that the Offering has not been reviewed by the U.S. Securities and Exchange Commission (the "S.E.C.") nor any state regulatory authority since the Offering is intended to be exempt from the registration requirements of Section 5 of the Securities Act pursuant to Regulation D promulgated thereunder. The Subscriber understands that the Class A Units has not been registered under the Securities Act or under any state securities or "blue sky" laws and agrees not to sell, pledge, assign or otherwise transfer or dispose of the Class A Units unless they are registered under the Securities Act and under any applicable state securities or "blue sky" laws or unless an exemption from such registration is available.

1.9. The Subscriber understands that the Class A Units has not been registered under the Securities Act by reason of a claimed exemption under the provisions of the Securities Act that depends, in part, upon the Subscriber's investment intention. In this connection, the Subscriber hereby represents that the Subscriber is purchasing the Class A Units for the Subscriber's own account for investment and not with a view toward the resale or distribution to others. The Subscriber, if an entity, further represents that it was not formed for the purpose of purchasing the Class A Units.

1.10. The Subscriber understands that there is no public market for the Class A Units or any of the Securities and that an active market may not develop for any of the Securities. The Subscriber understands that even if a public market develops, Rule 144 promulgated under the Securities Act requires for non-affiliates ("Rule 144"), among other conditions, a one-year holding period (with respect to securities of companies that are not subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), prior to the resale of securities acquired in a non-public offering without having to satisfy the registration requirements under the Securities Act. The Subscriber understands and hereby acknowledges that the Company is under no obligation to register any of the Class A Units under the Securities Act or any state securities or "blue sky" laws other than as set forth herein.

1.11. The Subscriber consents to the placement of a legend on any certificate or other document evidencing the Securities that such securities have not been registered under the Securities Act or any state securities or "blue sky" laws and setting forth or referring to the restrictions on transferability and sale thereof contained in this Agreement. The Subscriber is aware that the Company will make a notation in its appropriate records with respect to the restrictions on the transferability of such securities. The legend to be placed on each certificate shall be in form substantially similar to the following:

> **"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR ANY STATE SECURITIES OR "BLUE SKY LAWS," AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED ABSENT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR COMPLIANCE WITH RULE 144 PROMULGATED UNDER SUCH ACT, OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL, REASONABLY SATISFACTORY TO**

THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED."

1.12. The Subscriber understands that the Company will review this Agreement and is hereby given authority by the Subscriber to call Subscriber's bank or place of employment or otherwise review the financial standing of the Subscriber; and it is further agreed that the Company, at its sole discretion, reserves the unrestricted right, without further documentation or agreement on the part of the Subscriber, to reject or limit any subscription, to accept subscriptions for fractional Class A Units and to close the Offering to the Subscriber at any time and that the Company will issue stop transfer instructions to its transfer agent with respect to such Class A Units.

1.13. The Subscriber hereby represents that the address of the Subscriber furnished by Subscriber on the signature page hereof is the Subscriber's principal residence if Subscriber is an individual or its principal business address if it is a corporation or other entity.

1.14. The Subscriber represents that the Subscriber has full power and authority (corporate, statutory and otherwise) to execute and deliver this Agreement and to purchase the Class A Units. This Agreement constitutes the legal, valid and binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its terms.

1.15. If the Subscriber is a corporation, partnership, limited liability company, trust, employee benefit plan, individual retirement account, Keogh Plan, or other tax-exempt entity, it is authorized and qualified to invest in the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

1.16. The Subscriber acknowledges that at such time, if ever, as the Class A Units or any of the Securities are registered, sales of the Class A Units or any of the Securities will be subject to state securities laws.

1.17. Public Disclosures.

1.17.1. The Subscriber agrees not to issue any public statement with respect to the Subscriber's investment or proposed investment in the Company or the terms of any agreement or covenant between them and the Company without the Company's prior written consent, except such disclosures as may be required under applicable law or under any applicable order, rule or regulation.

1.17.2. The Company agrees not to disclose the names, addresses or any other information about the Subscribers, except as required by law; provided, that the Company may use the name of the Subscriber for any offering or in any registration statement filed in which the Subscriber's Class A Units or any of the Securities are included.

1.18. The Subscriber understands that the Class A Units are being offered and sold in reliance on specific exemptions from the registration requirements of federal and state securities laws and that the Company and the principals and controlling persons thereof are relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments, and understandings set forth herein in order to determine the applicability of such exemptions and the undersigned's suitability to acquire Class A Units.

1.19. The Subscriber agrees to hold the Company and its directors, officers, employees, affiliates, controlling persons and agents and their respective heirs, representatives,

successors and assigns harmless and to indemnify them against all liabilities, costs and expenses incurred by them as a result of:

1.19.1. any sale or distribution of the Class A Units by the Subscriber in violation of the Securities Act or any applicable state securities or "blue sky" laws; or

1.19.2. any false representation or warranty or any breach or failure by the Subscriber to comply with any covenant made by the Subscriber in this Agreement or any other document furnished by the Subscriber to any of the foregoing in connection with this transaction.

2. REPRESENTATIONS BY AND COVENANTS OF THE COMPANY

The Company hereby represents and warrants to the Subscriber that:

2.1. Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has full corporate power and authority to conduct its business.

2.2. Authorization; Enforceability. The Company has all corporate right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. All corporate action on the part of the Company, its directors and stockholders necessary for the (i) authorization execution, delivery and performance of this Agreement by the Company; and (ii) authorization, sale, issuance and delivery of the Class A Units contemplated hereby and the performance of the Company's obligations hereunder has been taken. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies, and to limitations of public policy. The Class A Units and the Securities, when issued and fully paid for in accordance with the terms of this Agreement and each of their respective terms, will be validly issued, fully paid and nonassessable. The issuance and sale of the Class A Units contemplated hereby will not give rise to any preemptive rights or rights of first refusal on behalf of any person which have not been waived in connection with this offering.

3. TERMS OF SUBSCRIPTION

3.1. Pending the sale of the Class A Units, all funds paid hereunder shall be deposited with Lexicon Bank (as set forth, above).

3.2. Certificates representing the Class A Units purchased by the Subscriber pursuant to this Agreement will be prepared for delivery to the Subscriber within fifteen (15) business days following the Closing (as defined in the Memorandum) at which such purchase takes place. The Subscriber hereby authorizes and directs the Company to deliver the certificates representing the Class A Units purchased by the Subscriber pursuant to this Agreement directly to the Subscriber's residential or business address indicated on the signature page hereto.

4. CONDITIONS TO OBLIGATIONS OF THE SUBSCRIBERS

4.1. The Subscriber's obligation to purchase the Class A Units at the Closing at which such purchase is to be consummated is subject to the fulfillment on or prior to such Closing of

the following conditions, which conditions may be waived at the option of each Subscriber to the extent permitted by law:

4.1.1. Covenants. All covenants, agreements and conditions contained in this Agreement to be performed by the Company on or prior to the date of such Closing shall have been performed or complied with in all material respects.

4.1.2. No Legal Order Pending. There shall not then be in effect any legal or other order enjoining or restraining the transactions contemplated by this Agreement.

4.1.3. No Law Prohibiting or Restricting Such Sale. There shall not be in effect any law, rule or regulation prohibiting or restricting such sale or requiring any consent or approval of any person, which shall not have been obtained, to issue the Class A Units (except as otherwise provided in this Agreement).

5. MISCELLANEOUS

5.1. Any notice or other communication given hereunder shall be deemed sufficient if in writing and sent by registered or certified mail, return receipt requested, or delivered by hand against written receipt therefor, addressed as follows:

if to the Company, to it at:

MASTURA - THE SERIES, LLC
552 E. Charleston Blvd.
Las Vegas, NV 89104
Attn: Glenn H. Truitt, Esq.

if to the Subscriber, to the Subscriber's address indicated on the signature page of this Agreement.

5.2. Notices shall be deemed to have been given or delivered on the date of mailing, except notices of change of address, which shall be deemed to have been given or delivered when received.

5.3. Except as otherwise provided herein, this Agreement shall not be changed, modified or amended except by a writing signed by the parties to be charged, and this Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the party to be charged.

5.4. Subject to the provisions of Section 5.8, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors and assigns.

5.5. Upon the execution and delivery of this Agreement by the Subscriber, this Agreement shall become a binding obligation of the Subscriber with respect to the purchase of Class A Units as herein provided, subject, however, to the right hereby reserved by the Company to enter

into the same agreements with other subscribers and to add and/or delete other persons as subscribers.

5.6. 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 NEVADA WITHOUT REGARD TO SUCH STATE'S PRINCIPLES OF CONFLICTS OF LAW. THE PARTIES HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEVADA AND THE FEDERAL DISTRICT COURTS SITUATED THEREIN AND AGREE TO SAID VENUE.

5.7. In order to discourage frivolous claims the parties agree that unless a claimant in any proceeding arising out of this Agreement succeeds in establishing his claim and recovering a judgment against another party (regardless of whether such claimant succeeds against one of the other parties to the action), then the other party shall be entitled to recover from such claimant all of its/their reasonable legal costs and expenses relating to such proceeding and/or incurred in preparation therefor.

5.8. The holding of any provision of this Agreement to be invalid or unenforceable by a court of competent jurisdiction shall not affect any other provision of this Agreement, which shall remain in full force and effect. If any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced in whole or in part, such provision shall be interpreted so as to remain enforceable to the maximum extent permissible consistent with applicable law and the remaining conditions and provisions or portions thereof shall nevertheless remain in full force and effect and enforceable to the extent they are valid, legal and enforceable, and no provisions shall be deemed dependent upon any other covenant or provision unless so expressed herein.

5.9. It is agreed that a waiver by either party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach by that same party.

5.10. All of the representations and warranties contained in this Subscription Agreement shall survive execution and delivery of this Subscription Agreement and the undersigned's investment in the Company.

5.11. This Subscription Agreement shall be governed by, interpreted under, and construed in accordance with, the internal laws of the State of Nevada applicable to agreements made and to be performed within the State of Nevada without regard to the principles of conflicts-of-law thereof.

5.12. The parties agree to execute and deliver all such further documents, agreements and instruments and take such other and further action as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

5.13. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

5.14. Nothing in this Agreement shall create or be deemed to create any rights in any person or entity not a party to this Agreement.

[*Signatures on following page*]

SUBSCRIPTION AGREEMENT COUNTERPART SIGNATURE PAGE

[COMPANY OR TRUST]

The undersigned hereby represents, warrants and covenants that the undersigned is duly authorized by the prospective investor to take all requisite action on the part of the prospective investor listed below to enter into this Agreement and, further, that the prospective investor has all requisite authority to enter into such Agreement.

The undersigned represents and warrants that each of the above representations, agreements or understandings set forth herein applies to the prospective investor and that the undersigned has authority under the charter, by-laws, corporate resolutions or trust agreement of such prospective investor to execute this Agreement.

____

Name of Company (Please type or print)

By: ___________________________________

Name: ________________________________

Title: _________________________________

Number of shares of Class A Units	Amount of (check one):
	___ check enclosed or wire transfer:
Subscribed for:__________Units	$__________________(Aggregate Purchase Price)

SUBSCRIPTION AGREEMENT COUNTERPART SIGNATURE PAGE

[PARTNERSHIP]

If the prospective investor is a PARTNERSHIP, complete the following and enclose a true copy of the Partnership Agreement of the prospective investor:

The undersigned hereby represents, warrants and covenants that the undersigned is a general partner of the prospective investor named below, is duly authorized by the prospective investor to enter into this Agreement, and that the prospective investor has all requisite authority to enter into this Agreement and set forth below are the names of all Partners of the prospective investor.

The undersigned represents and warrants that each of the above representations, agreements or undertakings set forth herein applies to the prospective investor and that the undersigned is authorized by such prospective investor to execute this Agreement.

____
Name of Partnership (Please type or print)

Names of Partners:	Signature:
____	___________________________
____	___________________________
____	___________________________
____	___________________________
____	___________________________

(*Add additional sheets if necessary*)

Number of shares of Class A Units	Amount of (check one):
	___ check enclosed or wire transfer:
Subscribed for:__________Units	$___________________(Aggregate Purchase Price)

SUBSCRIPTION AGREEMENT COUNTERPART SIGNATURE PAGE

[INDIVIDUAL]

If the prospective investor is an individual, please execute this Agreement below.

____
Name of Individual (Please type or print)

By: _____________________________________

And (if applicable)

____
Name of Spouse (Please type or print)

*By: ____________________________________

HOW CLASS A UNITS WILL BE HELD:

Individually ______
JTWROS ______
TBTE ______

Number of shares of Class A Units

Subscribed for:__________Units

Amount of (check one):

___ check enclosed or wire transfer:

$___________________(Aggregate Purchase Price)

NOTE - If investment is taken in joint names, both must sign.

[ACCEPTANCE PAGE FOR SUBSCRIPTION AGREEMENT]

Agreed to and accepted as of ___________________________________

BRANDED ENTERTAINMENT, INC.

By:______________________________

Name: ___________________________

Title: ____________________________

SCHEDULE A

ACCREDITED INVESTOR QUESTIONNAIRE

MASTURA - THE SERIES, LLC

IN ADDITION TO THIS QUESTIONNAIRE, YOU MUST PROVIDE A LETTER FROM YOUR ATTORNEY OR YOUR BROKER AS A THIRD-PARTY VERIFIER OF YOUR ACCREDITED STATUS IN ORDER TO INVEST IN THIS 506(c) OFFERING

(All individual investors must *INITIAL* where appropriate.
Where there are joint investors both parties must *INITIAL*):

Information About the Company. The Subscriber has received and reviewed the Company's Confidential Private Placement Memorandum dated February 1, 2021 and has obtained all information about the Company as the Subscriber believes relevant to the decision to purchase the Units including, but not limited to, the Operating Agreement of the Company ("Operating Agreement"). The Subscriber has also had the opportunity to ask questions of, and to receive answers from, the Company or an agent or a representative of the Company concerning the terms and conditions of the investment, and the business and affairs of the Company, and to obtain any additional information necessary to verify such information, and the Subscriber has received such information concerning the Company as the Subscriber considers necessary or advisable in order to form a decision concerning an investment in the Company. **INVESTOR INITIALS______.**

Forward-Looking Information. The Subscriber acknowledges and understands that any information provided about the Company's future plans and prospects is uncertain, and subject to all of the uncertainties inherent in future predictions. **INVESTOR INITIALS______.**

No Review by Federal or State Regulators. The Subscriber understands that this transaction has not been scrutinized by the United States Securities and Exchange Commission (the "SEC") or by any state securities or other authority and that, because of the small number of persons solicited to invest in the Class A Units, and the private nature of the offering, all documents, records, and books pertaining to this investment have been made available to the Subscriber and the Subscriber's representatives, such as attorneys, accountants, and/or purchase representatives. **INVESTOR INITIALS______.**

Ability to Bear High Degree of Risk. The Subscriber realizes that this investment involves a high degree of risk. The Subscriber is able to bear the economic risk of the investment, including the total loss of such investment. **INVESTOR INITIALS______.**

Appropriate Investment. The Subscriber believes, in light of the information provided pursuant to paragraph 2(a) above, and the Subscriber's investment objectives and financial needs, that investing funds pursuant to the terms of this Agreement is an appropriate and suitable investment for the Subscriber. **INVESTOR INITIALS_________________.**

Financial Condition. The Subscriber's current financial condition (and expected future financial condition) is such that the Subscriber does not have any present or contemplated need to dispose of any portion of the Class A Units to satisfy any existing or contemplated undertaking, need, or indebtedness.
INVESTOR INITIALS______.

Residency. The Subscriber is a resident of the United States, and of the state set forth on the signature page. The Class A Units are being purchased by the undersigned in the undersigned's name solely for the undersigned's own beneficial interest, and not as nominee for, on behalf of, for the beneficial interest of, or with the intention to transfer to, any other person, trust, or organization.

Legal Age. The Subscriber is of legal age (as established in the Subscriber's state of residence) and is under no disability with respect to entering into a contractual relationship.

Not Subject to Backup Withholding. The Subscriber certifies, under penalty of perjury, that the Subscriber is not subject to the backup withholding provisions of the Internal Revenue Code of 1986, as amended. (Note: The Subscriber is subject to backup withholding if: (i) the Subscriber fails to furnish its Social Security Number or Taxpayer Identification Number herein; (ii) the Internal Revenue Service notifies the Company that the Subscriber furnished an incorrect Social Security Number or Taxpayer Identification Number; (iii) the Subscriber is notified that it is subject to backup withholding; (iv) the Subscriber fails to certify that it is not subject to backup withholding; or (v) the Subscriber fails to certify the Subscriber's Social Security Number or Taxpayer Identification Number.)

Legal Representation. The Subscriber understands that: (i) the Company has engaged legal counsel to represent the Company in connection with the offer and sale of securities contemplated herein; (ii) legal counsel engaged by the Company does not represent the Subscriber or the Subscriber's interests; and (iii) the Subscriber is not relying on legal counsel engaged by the Company. The Subscriber has had the opportunity to engage, and obtain advice from, the Subscriber's own legal counsel with respect to the investment contemplated herein. **INVESTOR INITIALS______.**

Accredited Status. The Subscriber represents and warrants as follows (please INITIAL all applicable items):

INVESTOR INITIALS_______ I certify that I have a "net worth" of at least $1 million either individually or through aggregating my individual holdings and those in which I have a joint, community property or other similar shared ownership interest with my spouse. For purposes of calculating net worth under this paragraph, (i) the primary residence shall not be included as an asset, (ii) to the extent that the indebtedness that is secured by the primary residence is in excess of the fair market value of the primary residence, the excess amount shall be included as a liability, and (iii) if the amount of outstanding indebtedness that is secured by the primary residence exceeds the amount outstanding 60 days prior to the execution of this Subscription Agreement, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability.

INVESTOR INITIALS_______ I certify that I have had an annual gross income for the past two years of at least $200,000 (or $300,000 jointly with my spouse) and expect my income (or joint income, as appropriate) to reach the same level in the current year.

For Non-Individual Investors
(all Non-Individual Investors must *INITIAL* where appropriate):

INVESTOR INITIALS_______ The undersigned certifies that it is a partnership, corporation, limited liability company or business trust that is 100% owned by persons who meet either of the criteria for Individual Investors, above.

INVESTOR INITIALS_______ The undersigned certifies that it is a partnership, corporation, limited liability company or business trust that has total assets of at least $5 million and was not formed for the purpose of investing in Company.

INVESTOR INITIALS_______ The undersigned certifies that it is an employee benefit plan whose investment decision is made by a plan fiduciary (as defined in ERISA §3(21)) that is a bank, savings and loan association, insurance company or registered investment adviser.

INVESTOR INITIALS_______ The undersigned certifies that it is an employee benefit plan whose total assets exceed $5,000,000 as of the date of the Subscription Agreement.

INVESTOR INITIALS_______ The undersigned certifies that it is a self-directed employee benefit plan whose investment decisions are made solely by persons who meet either of the criteria for Individual Investors, above.

INVESTOR INITIALS_______ The undersigned certifies that it is a U.S. bank, U.S. savings and loan association or other similar U.S. institution acting in its individual or fiduciary capacity.

INVESTOR INITIALS_______ The undersigned certifies that it is a broker-dealer registered pursuant to §15 of the Securities Exchange Act of 1934.

INVESTOR INITIALS_______ The undersigned certifies that it is an organization described in §501(c)(3) of the Internal Revenue Code with total assets exceeding $5,000,000 and not formed for the specific purpose of investing in Company.

INVESTOR INITIALS_______ The undersigned certifies that it is a trust with total assets of at least $5,000,000, not formed for the specific purpose of investing in Company, and whose purchase is directed by a person with such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment.

INVESTOR INITIALS_______ The undersigned certifies that it is a plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, and which has total assets in excess of $5,000,000.

INVESTOR INITIALS_______ The undersigned certifies that it is an insurance company as defined in §2(a)(13) of the Securities Act of 1933, as amended, or a registered investment company.

MASTURA - THE SERIES, LLC

Accredited Investor Questionnaire
(*Must be completed by Purchaser)*

Section A - Individual Purchaser Information

Purchaser Name(s):

____

Individual executing Profile or Trustee:

____

Social Security Numbers / Federal I.D. Number:

____

Date of Birth:_________________Marital Status: _________________

Joint Party Date of Birth:_________________

Investment Experience (Years): ___________

Annual Income: _________________

Net Worth: ________________

Home Street Address:

____

Home City, State & Zip Code:

____

Home Phone:________________________Home Fax: _____________________

Home Email: _______________________________

Employer: ____

Employer Street Address:

____

Employer City, State & Zip Code:

____

Bus. Phone:_________________________Bus. Fax: _______________________

Bus. Email: ________________________________

Type of Business:

____

Please check if you are a FINRA member or affiliate of a FINRA member firm: ________

Section B – Entity Purchaser Information

Purchaser Name(s):
____

Authorized Individual executing Profile or Trustee:
____

Social Security Numbers / Federal I.D. Number:
____

Investment Experience (Years): ___________

Annual Income: _______________

Net Worth: ________________

Was the Trust formed for the specific purpose of purchasing the Unit Membership Interest in this LLC?

[ ] Yes [ ] No

Principal Purpose (Trust)______________________________________

Type of Business: ____

Street Address: ____

City, State & Zip Code:
____

Phone: ________________________ Fax: ________________________

Email: __________________________

Please check if you are a FINRA member or affiliate of a FINRA member firm: ____