

CONFIDENTIAL
PRIVATE PLACEMENT MEMORANDUM

ISLA FILM, LLC

\$1,000,000.00

50 Units of Membership Interest in **ISLA FILMS, LLC a Florida Limited Liability Company** ("the "units"), for \$20,000.00 each consisting of 33.3% equity interest in the Company, for a total of \$1,000,000.00 payable upon execution of the attached Subscription Agreement.

This offering is made to a limited number of qualified investors by **ISLA FILMS, LLC** a Florida Corporation (the "Company").

A group of experienced film production professionals and writers have combined their talents to create a film group that can write, direct, produce and market feature length films.

The film "Isla" is in the genre of Drama/Music PG-13 and such rating will be established by the MPAA (Motion Picture Association of America). Target market of the film is 13 – 45 Urban Latino Market that drive the VOD (Video on Demand) Market. The Company is made up of experienced production professionals who combine the art of filmmaking with the business of film production and distribution. The Company is set up to deal with both the difficulties of creating an excellent film, and the responsibility of making a profitable commodity. This Memorandum will outline the method by which the Company intends to create and market a successful and profitable film.

COMPANY RESERVES THE RIGHT TO WITHDRAW OR MODIFY THIS OFFERING AND TO REJECT ANY TENDERED SUBSCRIPTION AGREEMENTS.

This Memorandum is dated June, 27 2016

INVESTORS WILL BE REQUIRED TO REPRESENT THAT THEY ARE FAMILIAR WITH AND UNDERSTAND THE TERMS, RISKS AND MERITS OF THE OFFERING DESCRIBED IN THIS PRIVATE PLACEMENT MEMORANDUM AND ALL ATTACHMENTS HERETO (COLLECTIVELY THE "MEMORANDUM"). OFFERS WILL BE MADE ONLY TO INDIVIDUALS OR ENTITIES BELIEVED BY THE COMPANY TO MEET THE CONDITIONS SET OUT UNDER THE CAPTION "SUITABILITY STANDARDS" AND IN THE SUBSCRIPTION AGREEMENT.

THIS MEMORANDUM SHALL SUPERCEDE ALL PRIOR INFORMATION HERETOFORE PROVIDED.

SECTION 517.061(12) OF THE FLORIDA SECURITIES ACT GRANTS EACH INVESTOR THE ABSOLUTE AND UNQUALIFIED RIGHT TO CANCEL AND VOID HIS PURCHASE

OF ANY UNITS AND TO RECEIVE BACK WITHOUT FORFEITURE OR PENALTY OF ANY KIND ALL SUMS PAID OR DEPOSITED WITH THE COMPANY ("RESCISSION RIGHT"). THIS RESCISSION RIGHT IS EFFECTIVE IF THERE ARE MORE THAN FIVE FLORIDA INVESTORS AND MUST BE EXERCISED WITHIN THREE DAYS AFTER THE FIRST TENDERED CONSIDERATION IS MADE BY A PROSPECTIVE INVESTOR TO THE COMPANY, AN AGENT OF THE COMPANY OR THE ESCROW AGENT. (SEE THE "SUBSCRIPTION AGREEMENT" AND THE "ESCROW AGREEMENT"). SUCH NOTICE MUST BE MAILED CERTIFIED MAIL "RETURN RECEIPT REQUESTED", OR DELIVERED, TO WILLIAM GARCIA., 16795 NW 23rd STREET, UNIT#302 PEMBROKE PINES, FLORIDA 33028, IF DELIVERED, A RECEIPT MUST BE OBTAINED WITHIN 3 DAYS.

THE UNITS DESCRIBED IN THE MEMORANDUM HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION, UNDER THE FLORIDA SECURITIES ACT, OR WITH AGENCIES REGULATING THE SALE OF SECURITIES OF ANY STATE OR OTHER JURISDICTION, NOR HAS ANY OFFICIAL CHARGED WITH THE ADMINISTRATION OF FEDERAL OR STATE SECURITIES LAWS REVIEWED THE MEMORANDUM, PASSED ON OR ENDORSED THE MERITS OF THE INVESTMENT DESCRIBED IN THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THIS IS NOT AN OFFER OR INVITATION TO BECOME A STOCKHOLDER. SUCH AN OFFER OR INVITATION MAY BE MADE ONLY BY THE COMPANY WHO RESERVES THE RIGHT, IN THEIR SOLE DISCRETION, TO ACCEPT OR REJECT ANY PROPOSALS OF INVESTMENT.

INVESTMENT IN THE UNITS INVOLVE A HIGH DEGREE OF RISK AND WILL BE OFFERED ON A SELECTED PRIVATE BASIS TO A LIMITED NUMBER OF INVESTORS. THE UNITS WILL ONLY BE OFFERED TO INVESTORS WHO ARE REASONABLY BELIEVED BY THE COMPANY TO BE ABLE TO BEAR THE ECONOMIC RISK (INCLUDING THE LOSS OF THEIR ENTIRE INVESTMENT) OF THE TRANSACTION WITHOUT IMPAIRING THEIR ABILITY TO PROVIDE FOR THEMSELVES AND THEIR FAMILIES IN THE SAME MANNER AS THEY WOULD HAVE BEEN ABLE TO PROVIDE PRIOR TO PURCHASING THE UNITS.

AN INVESTOR SHOULD NOT CONSTRUE THE CONTENTS OF THIS MEMORANDUM OR ANY COMMUNICATION, WHETHER WRITTEN OR ORAL, AS LEGAL, TAX, ACCOUNTING OR OTHER EXPERT ADVICE. EACH PROPOSED INVESTOR SHOULD CONSULT HIS OWN COUNSEL, ACCOUNTANTS, AND OTHER PROFESSIONAL ADVISORS AS TO LEGAL, TAX, ACCOUNTING AND RELATED MATTERS CONCERNING AN INVESTMENT IN THE COMPANY.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED IN THIS MEMORANDUM. ANY INFORMATION OR REPRESENTATION NOT CONTAINED HEREIN MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. NEITHER THE DELIVERY OF

THIS MEMORANDUM NOR ANY SALES OF UNITS SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE MATTERS DISCUSSED IN THE MEMORANDUM SINCE THE DATE HEREOF. HOWEVER, IN THE EVENT OF ANY MATERIAL CHANGE OCCURRING PRIOR TO THE COMPLETION OF THE OFFERING DESCRIBED HEREIN, THIS MEMORANDUM WILL BE AMENDED OR SUPPLEMENTED ACCORDINGLY.

THIS OFFERING WILL TERMINATE ON THE EARLIER TO OCCUR OF THE SALE OF FIFTY (50) UNITS OR JUNE 1, 2017 (THE COMPANY MAY EXTEND THIS OFFERING UNTIL NOT LATER THAN JANUARY 1, 2018). ALL CASH RECEIVED FROM PROSPECTIVE SHAREHOLDERS UPON SUBSCRIPTION WILL BE HELD IN ESCROW UNTIL TEN UNITS (10) UNITS HAVE BEEN SOLD AT WHICH TIME THE FUNDS WILL BE USED IN THE OPERATION. IF AT TEN (10) UNITS ARE SOLD BY THE TERMINATION DATE (PLUS ANY EXTENSION) THE OFFERING WILL BE FULLY EFFECTIVE AS TO THOSE UNITS SOLD.

ANY REPRODUCTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF ITS CONTENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF THE INCORPORATORS, IS PROHIBITED. ANY PARTY ACCEPTING DELIVERY OF THE MEMORANDUM AGREES: (1) NOT TO CAUSE OR PERMIT ITS REPRODUCTION IN WHOLE OR IN PART, AND (2) IF HE DOES NOT PURCHASE ANY OF THE UNITS, TO RETURN THE MEMORANDUM AND ALL EXHIBITS TO THE COMPANY, WITHOUT COPYING.

EACH PROPOSED INVESTOR OR HIS/HER REPRESENTATIVE ARE ADVISED THAT THEY HAVE THE OPPORTUNITY TO ASK QUESTIONS AND RECEIVE ANSWERS FROM ANY PERSON AUTHORIZED TO ACT ON BEHALF OF THE INCORPORATORS CONCERNING ANY ASPECT OF THIS PRIVATE PLACEMENT AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE NECESSARY TO VERIFY THE ACCURACY AND COMPLETENESS OF THE INFORMATION CONTAINED IN THE MEMORANDUM. ALL DOCUMENTS EXECUTED IN CONNECTION WITH THE CONSUMMATION OF THIS TRANSACTION MAY BE INSPECTED BY ANY INVESTOR.

THE PROJECT

The unique feature of this Company, and its key to success, is the varied professional background of the principals who have located a timely, dynamic treatment and have put together a team capable of producing a cost effective high quality film.

Isla, a 90 minute drama feature film shot on Location in Puerto Rico.

After a shooting at a local club, two teens confront their demons while fighting for their lives.

After the suicide of her mother, Isla a teenage girl from Puerto Rico runs away from home to escape her past and her overprotective father. Escaping to the nightlife culture of Old San Juan she finds refuge in the wrong crowd. During an altercation at a club, she is accidently shot and is saved by a young boy who is searching for his only living relative. During the shooting, both teens end up in a coma and enter an alternate state of consciousness where they help each other confront the demons from within their souls.

We all envision a high quality picture along the lines of *“Thirteen”* or *“Kidulthood”*. The goal is to create an instant classic with broadcast appeal, which will live on for years to come on VOD and Broadcast. This will translate to years and years of revenue for any participants in the picture.

Management personnel come from a background of film distribution and film production, which will provide considerable budget reductions and increased profitability for the Film. The Company has the benefit of a combination of both scriptwriting and production talent, thereby giving consideration to the limitations of the budget and available resources throughout the project. Too often Film companies fail to consider that they are in a business with the sole purpose of earning a profit. We understand that the making of a film is an artistic process, but when you reach out to investors, the primary consideration is a return on investment, and we have developed a method to combine the art of filmmaking with the business of film production and distribution.

It will take approximately 6 months to complete production of the film, once begun. Following is a schedule as anticipated.

1st month	Hire Online Producer Budget analysis (completed) Script Breakdown Begin Casting & Crew Begin Location Scouting Lock Pre-production and Production Schedule Allocate Equipment, Props & Costumes Insurance Legal & Deliveries
2nd month	Casting & Crew completed Locations secured Equipment, props & costumes secured Location, Casting, Crewing completed Begin rehearsal, test shoot, wardrobe fitting
3rd – 4 th month	Begin principle photography Establish Editorial Begin principle photography

4th month	End principal photography Continue Editorial
5 th - 6th month	First cut completed Folie, Score Music, Sound Mix, ... Lock Picture, Timing

However no production is ever standard and modifications to the above schedule will be made as filming progresses.

THE COMPANY AND ITS PROPOSED BUSINESS

ISLA FILMS, LLC is a Florida Limited Liability Company in which a 33.3% equity interest is being offered pursuant to this Private Placement.

Company Objectives

The Company was created to produce and market the film *Isla* and has a unique advantage over most other film production ventures.

The difficulties in actually creating a film are not generally known. Once a script has been accepted for development, a process begins of locating a casting director, actors, locations and production staff and equipment. In order for the Film Company to commit to a start date for production, it needs to locate a casting director, and then set a time frame for locating and contracting with principal actors, location sites, crew and production and post-production equipment and staff. Since no company other than a major studio is in control of those sources, the average film Company will frequently have to drop its first choice of actors or locations, when it is unable to arrange to have all of those sources available at the same time the equipment and staff is available for filming.

Usually the type of artistic personality that is creative enough to develop a quality film, fails to account for the time benefit requirements of managing production equipment, location and staff. The Company is unique in that its principals have substantial credentials in both creating popular films, and in leasing and managing production equipment and staff. It has its own Managers, scriptwriters and production experts available to move the filming quickly and efficiently from initial screenplay through distribution.

The treatment for *Isla* is a perfect work for the Company to produce, and has all the elements of a coming of age film.

Management: The initial Managing Members/Officers are as follows:

The following persons are the principal managers of the organization's operations. The Company has given such managers the following officer designations to identify their positions with the Company, with Mr. William Garcia holding the position of CEO and Alexandra Bello the position of COO.

William Garcia, Director/Producer

Mr. Garcia was born and raised in Miami, Florida. A Cuban/American with a rich Hispanic heritage, he started his career in the early 1980's while attending Miami Dade's College Film program in Miami, Florida.

Mr. Garcia quickly moved behind the camera. In the mid 1980's, he was covering world news and shooting documentaries in both the film and video format for ABC-TV. He has shot documentaries and special projects on Princess Diana, British Airways Concord, Panama, Russia, and NASA Space Shuttle missions. In the early 1990's, Mr. Garcia was chosen from a staff of 25 photographers to represent ABC-TV in Tampa, Florida for a journalist exchange program with the former Soviet Union. Working for Glassnoradio Network in the former Soviet Union, he documented the entertainment, lifestyle, and people of Russia. His work on that documentary led to a South East Emmy™ for best documentary, and a national award from The Radio and Television News Director Association. During Mr. Garcia's career he was a Finalist for Television Photography, from the Atlanta Chapter of The Society of Professional Journalists, Green Eye Shade Award, and in 1992 won a South East Emmy for an Entertainment Feature for Hot Shots, a documentary on the fashion industry in Miami.

In the mid 1990's Mr. Garcia moved on to Director/Cameraman for features, commercials, television programming, industrial, and music video production. He won two New York Film Festival Awards for Best TV Spots for ABC-TV, and a nomination for a Musical Video spot. Mr. Garcia's first short feature *The Soldier* was released in August 2003 at Cinema Paradiso, home of The Ft. Lauderdale International Film Festival. Also in 2003, he was selected to attend the first NALIP (National Association Latino Independent Producers) film academy in association with UCLA film program. For the last four years Mr. Garcia's has held the position of Producer/Director and as complete such films as *Frat Party* for Anchor Bay Entertainment, *Amor & Frijoles* for Cinemark International and the sales of foreign distribution rights for *Celestine Prophecy* for Animus Entertainment, and *Project My World* for Direct TV just to name a few projects.

Alexandra Bello, Producer

Graduated in Law from PUCMM & Video Production from Art Institute, Alexandra is Founder of South Florida cultural movements such as Artistic Times Radio/Web mag, and Film Carpet Gala screenings, helping local filmmakers to showcase their work. After 8 years of Beauty Pageant career, Alexandra claimed victory at Miss Atlantic International 2008, and traveled the world to re-discover her passion for Film & Television. Involved in theater her whole life, Alexandra started her Television hosting career at only 14 years old on “Sabado Chiquito de Corporan” on Color Vision CH9. In 2015 Alexandra produced “F355 Brabus” Cars & Arts Charity Drive, raising funds for Sheridan House, through art. She was also the Red Carpet producer for Fort Lauderdale International Film Festival, Miami Web Fest, Film Miami Fest, Miami 48 Hour Film Project and Director of programming for WideScreen Film Festival. She also produced her 1st feature film “My Breakthrough” & a 30 minute documentary about Law Enforcement and has worked in the past as Line producer on “Robin’s Glove” & “The Public Art Community” documentary.

THE OFFERING; THE UNITS

This offering is seeking \$1,000,000.00 investment for a 33.3% ownership interest in the Company, representing the sale of a minimum of 50 Units of \$20,000.00 each. The Operating Agreement will provide that such investment interest is entitled to an initial priority distribution of net profits equal to a return of investment plus an additional distribution of 20% of the amount of funds invested in first position. Thereafter distributions will be made to all members based upon ownership interest, of which the investor herein will be entitled to of his ownership distribution.

USE OF PROCEEDS

The estimated application of proceeds of this Offering is set forth in detail in Exhibit “A” attached to this Memorandum.

ACCESS TO INFORMATION

The summaries of, and references to, various documents in this Memorandum are not complete. As to each such document reference should be made to the copy of such document which is either an exhibit to this Memorandum, or which will be made available to offerees on request to the Company.

The books and records of the Company are expected to be maintained at 16795 NW 23rd Street #302, Pembroke Pines, FL 33028, telephone: 323-571-2158. Prospective investors and/or their investment advisors and offeree representatives are invited to review any materials available to the Company relating to the Company, the Project, the offering described in this Memorandum or anything set forth in this Memorandum and which the Company can obtain without unreasonable effort or expense, upon reasonable notice and appointment.

The Company will answer all inquiries from prospective investors and/or their investment advisors and offeree representatives concerning the Company, the Project, the Managers and any other matters relating to the creation of the Company and the offering and sale of the units and will afford the prospective investors and/or their investment advisors and offeree representatives the opportunity to obtain any additional information (to the extent that the Company possesses such information or can acquire it without unreasonable effort or expense) necessary or advisable (i) to verify the accuracy of any information set forth in this Memorandum, (ii) relating to this investment, or (iii) which is required to be provided by Rule 146 or the Securities and Exchange Commission.

Prospective investors and/or their investment advisors and offeree representatives are invited to communicate with Mr. Garcia, at the above address.

CONFLICTS OF INTEREST

An investor should be aware that at times the interests of the Principals as officers and Managers may be inconsistent in some respects with the interests of the Investors. Possible conflicts of interest include, but are not limited to:

- (a) The Principals may become involved in other productions and may also have fiduciary and legal responsibilities to other investment groups engaged in those projects.
- (b) The Principals, as a result of this transaction, may realize fees.
- (c) The Managers may acquire screenplays and other projects authored by the Principals.
- (d) Although Mr. Garcia, as CEO, is devoting a substantial portion of his time to the Company, the other Principals may only so much of their time as is, in their judgment, reasonably required for the conduct of the business of the Company.

FIDUCIARY RESPONSIBILITY OF THE OFFICERS AND MANAGERS

The Officers and Managers have a fiduciary duty and obligation to conduct the affairs of the Company in the best interests of the Company and to act in good faith in all activities relating to the conduct of the business of the Company and in resolving conflicts of interest.

Where the question has arisen, some courts have held that a minority owner may institute legal action on behalf of the Company to recover damages for a breach by an officer, director or sometimes a majority shareholder of his fiduciary duty. However, the expenses involved in instituting such legal proceedings can be substantial. The Shareholders Agreement will provide for indemnification of the Officers and Managers by the Company for liabilities they incur in dealings with third parties on behalf of the Company. The Shareholders Agreement will provide that the Officers and Managers will not be liable to the Shareholders for any action other than actual fraud, gross negligence or dishonest conduct. This may restrict rights otherwise available.

An investment decision should be based on the factors described in this Memorandum rather than upon reliance on the value of the possible right to bring legal action against the Officers and Managers or majority owners.

OFFEREE REPRESENTATIVES

A prospective shareholder is encouraged by the Officers and Managers and the Company to utilize, and, under certain circumstances, must utilize, the services of an offeree representatives. Any qualified person, as desired, may act as offeree representative to advise an investor of the risks and merits of an investment in the Company. An offeree representative Questionnaire, which must be provided by such an offeree representative, will be provided if requested.

RISK FACTORS

In addition to the factors set forth elsewhere in this Memorandum, including all documents referred to in this Memorandum, prospective investors and their representatives should carefully consider the following risks concerning the offering of the Units. This list is, by no means, exclusive.

Prospective investors are cautioned that an investment in the Company is highly speculative and involves significant risks and conflicts of interest, and that it is not possible to foresee and describe all of the risk factors, business, economic and financial factors and conflicts of interest, which will affect the Company. Each prospective investor, his offeree representative(s) and his professional advisors should carefully analyze the risks and merits of an investment in the Company and should take into consideration when making such an analysis, among others, the factors discussed in this Memorandum, his particular knowledge of investments, including investments in clothing manufacture and marketing, and his general business acumen.

Limited Prior History; Working Capital

Although the Officers and Managers have substantial experience, the Company is being created for the purposes stated herein, and it has no prior operational or financial history. The Company does not have any significant working capital at this time without the investment as part of this Offer. These factors will have a materially adverse consequence to the Company in the event of any economic or financial adversity.

Dilution

The Officers and Managers will receive a majority of the ownership interest in the Company, which will dilute the Investors' interest

Limited Transferability of Units- No Liquidity

Prospective investors must be fully aware of the possible longterm nature of this

investment if the Film is not picked up for immediate distribution. The Units are not and will not be registered under the Securities Act of 1933 (the "Act") or the Florida Securities Act by reason of various exemptions afforded under those laws. Furthermore, no effort will be made to allow a market for the Units to develop, which fact significantly restricts the transferability of the Units. Accordingly, purchasers will bear the economic risks of investment for an indefinite period of time. In addition, the Units may be transferred only with the consent of the Managing Members as majority members. Prospective investors will be required to represent, in writing, that they are purchasing Units for their own account for long term investment only and not with a view toward resale, fractionalization, division or distribution. If, as a result of some change in circumstances arising from an event not now contemplated, an investor wishes to transfer his Unit, it is unlikely that there will be a market for it. Consequently, investors will probably not be able to liquidate their investments in the event of an emergency, and should not anticipate that they can serve as collateral for loans.

Possible Need for Additional Capital

Although the Officers and Managers believe that no additional funds will be necessary to conduct the business of the Company, and this Offer provides for a substantial reserve, the Company may find the need for additional capital upon the occurrence of presently unforeseeable events. There is no assurance that sources of financing will be available to the Company if required.

No Assurance of Profitability

There is no assurance that the operations of the Company will be profitable.

Competition

The Film Company will be competing with numerous other Films which may have greater financial resources. The market is highly competitive and there is no assurance that the Company will be able to obtain theatrical release of the Film, although in such case it will seek alternative means of distribution.

Lack of Independent Counsel

The Company offers no independent counsel to Investors with respect to the consequences of this investment. Accordingly, each investor is urged to consult his attorney as to the impact of investing herein.

Potential Conflicts

The Officers and Managers are not prevented from engaging in other ventures or other aspects of the entertainment industry independent of the Company. The financial interest of the certain Officers and Managers in such entities may be greater than their financial interest in the Company. There is no mechanism or procedure imposed on this transaction, other than the Officers and Managers' good faith, which can monitor or prevent an abuse.

No Participation in Management

The Investors will not have the right to participate in the management of the Project or the day-to-day decisions. All such decisions shall be made by the Officers and Managers.

Liability and Indemnification of the Officers and Managers.

The Operating Agreement will provide that the Managers will not be liable to the Company or to any member for any act or failure to act in good faith and pursuant to authority contained in the Operating Agreement unless such act or failure to act is attributable to gross negligence, gross malfeasance or fraud. In addition, the Company will agree to indemnify and hold harmless the Officers and Managers for any loss, damage, liability, cost or expense (including reasonable attorneys' fees) arising out of any act or failure to act by the Officers and Managers, if such act or failure to act is in good faith within the scope of the Operating Agreement and is not attributable to gross negligence, gross malfeasance or fraud.

SUMMARY OF THE OPERATING AGREEMENT

The rights and obligations of the Members will be governed by the Operating Agreement (the "Agreement"). Notwithstanding the brief summary below of some of the provisions of the Agreement, each investor, together with his personal advisors, should carefully study the Agreement in its entirety before submitting a subscription.

Management of the Company

The affairs of the Company are to be conducted by its Officers and Managers.

Liability and Indemnification

Except in case of gross negligence or willful misconduct, the Officers and Managers good faith acts shall not subject them to any liability to the Company or the Members. In addition, the Company will indemnify the Officers and Managers from any loss incurred by their acting on behalf of the Company, if such acts were done in good faith and not the result of gross negligence or willful misconduct.

Hypothecation

The Members are obligated to keep their Units free of liens or encumbrances.

Books, Reports and Tax Returns

The Company's books of account will be maintained by employees and accountants selected by the Officers and Managers and such books will be located at the Company's principal office. The books will be open during reasonable business hours for inspection by the Members, who will have the right to make copies thereof. As soon as available by the accountant regularly employed by the Company, the Members will receive copies of annual financial statements and tax returns. The financial statements and reports to Members are not required to be audited by independent certified public accountants.

COUNSEL; LITIGATION

Singh, Singh & Trauben 400 South Beverly Drive, Suite 240, Beverly Hills, CA 90212, is acting as counsel to the Officers, Managers and the Company. Investors desiring legal counsel regarding this investment or any other matters contained herein should retain independent counsel of their own selection at their own expense. There is no known litigation or adverse action by state or federal regulatory agencies pending or threatened against the Company.

REFERENCES

Discussions in this Memorandum with respect to various documents, statutes, regulations, proposed legislation or regulation and agreements are not complete and are qualified in their entirety by such documents, regulations, proposed legislation or regulation, and agreements.

NONRELIANCE ON MEMORANDUM AND COMMUNICATIONS AS ADVICE

Prospective investors should not construe the contents of this Memorandum or any written or oral communications from the Company, the Officers and Managers, or its employees, agents or affiliates as tax, legal or accounting advice.

DESCRIPTION OF UNITS

The Units described in this Memorandum represent ownership interests in the Company. Voting and distribution rights are as described in the Operating Agreement. No Member has limited preemptive rights.

CAPTIONS; PRIORITY

Captions are inserted in this Memorandum solely for organizational convenience and such captions may not be necessarily indicative of all the information which may be contained under a particular caption. Furthermore, the order in which information appears in this Memorandum does not indicate any priority or materiality of importance with respect to the matters discussed. All material appearing in this Memorandum should be carefully considered by prospective investors.

SUITABILITY STANDARDS

PURCHASE OF THE UNITS IS SPECULATIVE, INVOLVES SUBSTANTIAL RISKS AND CONFLICTS OF INTEREST AND IS NOT A SUITABLE INVESTMENT FOR ALL POTENTIAL INVESTORS. SEE "RISK AND OTHER IMPORTANT FACTORS" FOR MORE DETAILED INFORMATION.

There is no established resale market for the Units and, because there are only a limited number of investors and significant restrictions on the transferability of Units, no market for resale of the Units will ever develop. The units have not been registered under the Securities Act of 1933, as amended (the "Act") or the securities laws of any state or other jurisdiction ("Other Securities Laws") and, therefore, cannot be resold unless either they are subsequently registered under the Act and/or Other Securities Laws and/or an exemption from such registration is available. The Company does not intend to register the Units under the Act or any Other Securities Laws. It is not anticipated that Rule 144, 242 or 237 under the Act will be available to investors in connection with any sales. Accordingly, a purchaser of Units must bear the economic risk of investment in the Units for an indefinite period of time.

Investment in the Units is suitable only for persons who have adequate means of providing for their current needs and personal contingencies and have no need for liquidity in their investments. Accordingly, the Units are available for offer only to a limited group of qualified persons.

To be eligible to purchase a Unit, a prospective investor must demonstrate and the Company must have reasonable grounds to believe and must believe that:

- (a) Immediately prior to the Company's making any offer of Units:
 - (i) the prospective investor has such knowledge and experience in financial and business matters is capable of evaluating the merits and risks of the prospective investment; or
 - (ii) the prospective investor is a person able to bear the economic risks of the investment; and
- (b) Immediately prior to the Company's making any sale, and after making reasonable inquiry:
 - (i) the prospective investor has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of the prospective investment; or
 - (ii) the prospective investor and his representative or advisor together have the kind of knowledge described in (b) (i) above and the prospective investor is able to bear the economic risk of the investment.

EXHIBIT "A" – USE OF FUNDS

Acct#	Category Description	Page	Total
1000	STORY RIGHTS	1	5,000
1100	WRITING	1	4,000
1200	PRODUCERS UNIT	1	98,000
1300	DIRECTION	1	20,000
1400	PRINCIPAL CAST	1	127,566
1500	SUPPORTING CAST	2	15,000
1600	STUNTS	2	10,000
1900	ATL FRINGES/TRAVEL	2	61,500
Total Above-The-Line			341,066
2000	PRODUCTION STAFF	4	43,400
2100	EXTRA TALENT	4	8,000
2200	SET DESIGN	4	14,000
2500	SET OPERATIONS	5	28,000
2600	SPECIAL EFFECTS	5	2,000
2700	SET DRESSING	5	24,000
2800	PROPERTY	5	11,000
3000	WARDROBE	6	30,475
3100	HAIRDRESSING & MAKEUP	6	13,200
3200	LIGHTING	6	21,700
3300	CAMERA	7	58,500
3400	PRODUCTION SOUND & VIDEO	7	20,450
3500	TRANSPORTATION	8	17,700
3800	LOCATIONS	8	53,600
3900	BTL TRAVEL & LIVING	8	57,000
4400	SECOND UNIT	9	15,000
Total Below-The-Line Production			418,025
Total Below-The-Line Visual Effects			0
6000	EDITING	11	36,000
6100	MUSIC	11	8,000
6200	POST PRODUCTION SOUND	11	11,000
6300	POST PROD FILM & LAB	11	4,000
6400	TITLES & OPTICALS	11	5,000
Total Below-The-Line Post			64,000
7000	PUBLICITY	13	10,000
7100	INSURANCE	13	23,000
7200	GENERAL EXPENSE	13	24,800

Acct#	Category Description	Page	Total
7300	CONTINGENCY	14	100,000
	Total Below-The-Line Other		157,800
	Total Above-The-Line		341,066
	Total Below-The-Line		639,825
	Total Above and Below-The-Line		980,891
	Grand Total		980,891

ISLA FILMS, LLC
SUBSCRIPTION AGREEMENT

ISLA FILMS, LLC
c/o 16795 NW 23rd Street #302
Pembroke Pines, FL 33028
Telephone: 323-571-2158

Gentlemen:

1. Subscription. The undersigned hereby tenders this Subscription Agreement and subscribes for the purchase of Membership Interest (the "Units") in the above named Company (the "Company") by depositing with ISLA FILMS, LLC. an amount sufficient to satisfy the subscription described herein. This subscription may be rejected by you.

2. Agreements, Representation & Warranties. To induce the Company to accept this subscription, the undersigned represents, warrants, covenants and agrees as follows:

A. He/She, the professional advisors and offeree representatives, if any, have received, read, are familiar with, fully understand and have relied only on the Confidential Private Placement Memorandum (the "Memorandum") delivered with this Subscription Agreement, projections prepared by the Company and the exhibits attached to the Memorandum.

B. If this Subscription Agreement is accepted by you, I shall become a Member of the Company, and be bound by the terms of the Membership agreement.

C. I am at least 21 year of age.

D. I have a net worth (exclusive of home, home furnishings and personal automobiles) of at least \$1,000,000.00, gross income for the calendar year 2016/ of \$200,000.00 or more, and am able to bear the economic risk of the investment made hereby.

E. The residence of the undersigned set forth below is true and correct and I have no intention of becoming a resident or domiciliary of any other state.

F. The Units for which the undersigned hereby subscribes will be acquired solely for the account of the undersigned, and are not being purchased with a view to or for resale, or fractionalization or redistribution in connection with any distribution within the meaning of the Securities Act of 1933, as amended (the "Act").

G. I am knowledgeable and experienced with respect to speculative investments or have consulted disinterested legal or financial advisors or offeree representatives in connection with

this investment, so that I am capable of evaluating the merits and risks of the investment made hereby.

H. The undersigned has been advised that the Units have not been registered under the Act or the Florida Securities Act and must be held indefinitely unless they are subsequently so registered or an exemption from such registration is available. The undersigned has no right to require that the Units be so registered. Prior to registration of the Units under the Act, any routine sales made in reliance upon Rule 144 under the Act can be made only in limited amounts in accordance with the terms and conditions of that Rule, and if that Rule is not applicable (which will be the case), compliance with Regulation A or some other disclosure exemption under the Act may be required.

I. The undersigned understands that the books and records of the Company will be available upon reasonable notice for inspection upon appointment.

J. The undersigned confirms that I have been given access to any and all information possessed by the Company relating to the Company and the investment contemplated in the Memorandum.

K. The undersigned acknowledges that the attention of the undersigned and that of his offeree representatives and other professional advisors, if any, has been specifically called to, and they have read and understand the Memorandum, and particularly the sections entitled "Risks and Other Important Factors" in the Memorandum, and they are aware of the contents therein and consequences thereof.

L. The undersigned has completed and delivered to the Company the Offeree Questionnaire and the statements contained therein are true and correct and are not misleading with respect to any information contained therein.

M. The undersigned has selected and appointed _____ (may be more than one) as his Offeree representative(s) and has consulted with him (them) with regard to the business, tax, and financial aspects of this investment in the Company and the evaluation of the merits and risks of an investment in the Company. (Please have the Offeree representative(s) complete and submit an Offeree Representative Questionnaire.)

3. No Power of Revocation; Survival. The undersigned hereby acknowledges and agrees that he is not entitled to cancel, terminate or revoke this Subscription Agreement, or any agreements of the undersigned hereunder after the expiration of three days from the date hereof and that such Subscription Agreement and other agreements shall survive the death or disability of the undersigned. The three day right of termination is only effective if there is a sale to three or more Florida residents.

4. Miscellaneous.

A. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, and Broward County Florida shall be the place of venue.

B. This instrument, together with the Memorandum and all attachments, contains the entire agreement between the parties.

C. The headings of this agreement are for convenient reference only and they shall not limit or otherwise affect the interpretation or effect of any term or provision hereof.

D. This agreement and the rights, powers and duties set forth herein shall, except as set forth herein, bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto.

E. This agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes constitute one agreement.

SIGNATURE
Print Name _____

SUBSCRIPTION: \$1,000,000.00

for 50 UNITS @ \$20,000.00 each representing a 33.3% ownership interest. (Checks are to be made payable to ISLA FILMS, LLC. UNIT(S) PURCHASED _____).

_____ (Name)

_____ (Street)

_____ (City, State and Zip Code)

State of _____) County of _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2016, and such person is [] personally known to me or [] provided _____ as identification.

Notary Public

My Commission Expires: _____ (seal)