

HOLLYWOOD HILLS, LLC

REVENUE PARTICIPATION AGREEMENT

THE SECURITIES ARE BEING OFFERED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933 (THE “ACT”) AND HAVE NOT BEEN REGISTERED UNDER THE ACT OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NO FEDERAL OR STATE SECURITIES ADMINISTRATOR HAS REVIEWED OR PASSED ON THE ACCURACY OR ADEQUACY OF THE OFFERING MATERIALS FOR THESE SECURITIES. THERE ARE SIGNIFICANT RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES DESCRIBED HEREIN AND NO RESALE MARKET MAY BE AVAILABLE AFTER SUCH RESTRICTIONS EXPIRE. THE PURCHASE OF THESE SECURITIES INVOLVES A HIGH DEGREE OF RISK, INCLUDING THE RISK OF LOSS OF THE INVESTOR’S ENTIRE INVESTMENT.

This Revenue Participation Agreement (this “Agreement”) is made effective as of the date of the Investor’s execution or electronic acceptance and is entered into by and between Hollywood Hills, LLC, a Delaware limited liability company (the “Company”), and the undersigned investor (the “Investor” or “Purchaser”). The Investor may execute this Agreement manually, electronically through the Intermediary’s platform or by any other method accepted by the Company and the Intermediary. The Investor and any permitted transferee that becomes bound by this Agreement are each referred to herein as a “Holder.”

The parties hereby agree as follows:

1. The Offering.

1.1. Offering Terms. The Company is conducting an offering pursuant to Section 4(a)(6) of the Act and Regulation Crowdfunding (“Regulation CF”) of up to \$5,000,000 of revenue participation interests (the “Revenue Participation Interests” or the “Securities”) at a purchase price of \$1.00 per Security (the “Offering”). The Target Offering Amount is \$75,000 and the Offering Deadline is December 31, 2026. The Offering is being conducted through OpenDeal Portal LLC d/b/a Republic (the “Intermediary”) pursuant to the Company’s Form C filed with the U.S. Securities and Exchange Commission, as amended or supplemented from time to time (the “Form C”). Capitalized terms used but not defined herein have the meanings given to them in the Form C. The Investor understands that the Securities are being offered without registration under the Act.

1.2. Picture. The “Picture” means the motion picture currently entitled *Hollywood Hills*, together with all rights in and to the motion picture and all allied, ancillary and derivative rights related thereto, including merchandising, publishing, soundtrack and music rights, interactive and gaming rights, digital collectibles, community and experiential rights, sponsorship and promotional rights and remake, sequel, prequel, spin-off, episodic, series, stage and other derivative production rights. A change in the title of the motion picture will not affect the rights granted under this Agreement.

1.3. Participation Purchase Price. The Investor’s “Participation Purchase Price” means the aggregate gross amount paid by the Investor for the Revenue Participation Interests purchased in the Offering, without deduction for intermediary fees, commissions or other offering expenses. The

aggregate Participation Purchase Price paid by all Investors in the Offering excludes Revenue Participation Interests issued to the Intermediary as compensation because no cash purchase price is paid for such interests.

1.4. Participation Percentage. The “Participation Percentage” with respect to any Holder means the number of Revenue Participation Interests held by such Holder divided by the aggregate number of Revenue Participation Interests issued in connection with the Offering, including the Revenue Participation Interests issued to the Intermediary as described in Section 1.5. Each Holder will be entitled to its Participation Percentage of the amounts payable to all holders of Revenue Participation Interests under this Agreement. Each Holder will be entitled to its Participation Percentage of the portion of the Investor Pool allocated to the holders of Revenue Participation Interests pursuant to Section 3.4(c). The Participation Percentage will not be used to determine Recoupment Amounts or Abandonment Return Amounts, which will be determined as provided in Sections 3.4(a) and 3.7, respectively.

1.5. Intermediary Securities. As compensation for its services in connection with the Offering, the Intermediary will receive Revenue Participation Interests equal to two percent (2%) of the total number of Revenue Participation Interests sold to Investors in the Offering. Such Revenue Participation Interests will be of the same class and have the same terms, conditions and rights as the Revenue Participation Interests sold to Investors and will be included in determining each Holder’s Participation Percentage. Because the Intermediary will pay no Participation Purchase Price for its Revenue Participation Interests, its Recoupment Amount, calculated pursuant to the same formula applicable to Investors, will be zero.

2. Purchase and Sale of Securities; Closing.

2.1. Purchase and Sale. The Company agrees to issue, sell and deliver to the Investor, and the Investor agrees to purchase from the Company, the number of Revenue Participation Interests set forth on the Investor Signature Page or otherwise reflected in the Investor’s accepted investment commitment on the Intermediary’s platform, in exchange for the Participation Purchase Price.

2.2. Acceptance of Investment Commitments. Investment commitments are not binding on the Company until accepted in accordance with the Offering procedures described in the Form C and on the Intermediary’s platform. The Company reserves the right, subject to applicable law and the Form C, to reject an investment commitment in whole or in part. If an investment commitment is rejected or cancelled in accordance with Regulation CF, the applicable funds will be returned in accordance with the Offering procedures described in the Form C. The Investor’s execution or electronic acceptance of this Agreement constitutes the Investor’s subscription for the Securities and does not limit any cancellation or reconfirmation right available under Regulation CF, the Form C or the Offering procedures. If the investment commitment is timely cancelled or is not accepted by the Company, this Agreement will terminate with respect to that commitment and no Securities will be issued.

2.3. Closing. The closing of the purchase and sale of the Securities (each, a “Closing”) will occur on the Offering Deadline or at such earlier or intermediate closing as may be conducted in accordance with Regulation CF and the Form C. The Investor’s funds will be held by the escrow agent identified in the Form C (the “Escrow Agent”) and released at the applicable Closing in

accordance with the Offering procedures. Upon a Closing, the Company will issue the applicable Revenue Participation Interests in uncertificated book-entry form and cause the Holder to be registered on the books and records maintained by a transfer agent appointed by the Company (the “Transfer Agent”).

3. Revenue Participation Rights.

3.1. Gross Proceeds. “Gross Proceeds” means one hundred percent (100%) of non-refundable amounts actually received by or credited to the Company, or received by a collection account manager or other collection agent for the account of or on behalf of the Company, from the distribution, licensing, sale or other exploitation of the Picture throughout the world, in perpetuity and in all media now known or later developed.

Gross Proceeds include amounts received from theatrical, non-theatrical, television, streaming, home entertainment and other distribution of the Picture and from the exploitation of any allied, ancillary or derivative rights included within the Picture, including licensing, merchandising, publishing, soundtrack and music rights, interactive and gaming rights, digital collectibles, sponsorships, promotional arrangements, community and experiential opportunities and other commercial exploitation of the Picture and its underlying intellectual property.

With respect to any remake, sequel, prequel, spin-off, episodic series or other derivative production based upon the Picture or its underlying intellectual property, Gross Proceeds will include any option fee, purchase price, license fee, royalty, producer participation or other consideration received by or credited to the Company in connection with such derivative production. Gross Proceeds will not include the gross revenues of a separately financed derivative production itself except to the extent such revenues are payable to or received by the Company pursuant to its rights therein.

Gross Proceeds will not include amounts constituting financing of the Picture, including investments, loans, grants, minimum guarantees or advances used to finance production, except to the extent any such amount subsequently becomes non-refundable consideration payable for the exploitation of the Picture. For the avoidance of doubt, any minimum guarantee or distribution advance that becomes non-refundable consideration for the grant or exploitation of distribution or other rights in the Picture will constitute Gross Proceeds when and to the extent it becomes non-refundable, notwithstanding that such amount may have been used to finance production.

Tax credits, rebates and other governmental production incentives will not constitute Gross Proceeds and may be applied to production costs or the repayment of any tax credit or other financing incurred against such incentives; provided that, to the extent any such amounts are actually received and retained by the Company after payment of applicable production costs and repayment of any financing secured by or otherwise payable from such amounts, the net amount thereof will be deemed Gross Proceeds and distributed pursuant to the waterfall described in Section 3.4.

3.2. Adjusted Gross Proceeds. “Adjusted Gross Proceeds” means Gross Proceeds less all actual, verifiable third-party costs and expenses incurred in connection with the distribution, licensing and other exploitation of the Picture, including distribution and sales agency fees and expenses, advertising and marketing expenses, collection account fees, legal and other third-party exploitation costs, residuals and other guild or union obligations, delivery expenses, taxes and other

customary third-party costs directly attributable to the exploitation of the Picture. For the avoidance of doubt, the TSB Bonus Payment described in Section 3.5 will not be deducted in determining Gross Proceeds or Adjusted Gross Proceeds for purposes of the Revenue Participation Interests.

No cost or expense may be deducted more than once or deducted to the extent it has previously been paid or reimbursed from production financing or another source and is not itself subject to recoupment from Gross Proceeds. Except as otherwise disclosed in the Form C, payments to the Company or its affiliates will not be deductible unless they constitute reimbursement of actual third-party costs or are incurred on terms no less favorable to the Picture than would reasonably be available in an arm's-length transaction. Where a third party deducts a fee or expense before remitting amounts otherwise includable in Gross Proceeds, that fee or expense may be taken into account in determining Adjusted Gross Proceeds only once.

In determining the amount of Adjusted Gross Proceeds available for distribution, the Company may establish reasonable reserves for anticipated expenses, liabilities and obligations relating to the Picture. Amounts placed in reserve will not constitute permanent deductions from Adjusted Gross Proceeds and, when no longer reasonably required, will be released and become available for distribution under the waterfall described in Section 3.4.

3.3. Participating Financing; Offering Financing Percentage. “Participating Financing” means the aggregate cash financing contributed prior to the commencement of principal photography to finance the Picture by Investors in this Offering and all other investors whose financing is entitled to recoup one hundred twenty percent (120%) of the amount invested, on a pari passu basis with the Investors in this Offering, and thereafter participate in the Investor Pool. Participating Financing does not include debt or other loans, bridge or gap financing, tax credits or tax credit financing, grants, minimum guarantees, pre-sales, deferred compensation or other financing or consideration that is not entitled to participate in the Investor Pool.

Notwithstanding the foregoing, the promissory note issued by the Company to Arthur Madrid, the Company's Chief Executive Officer, effective September 16, 2026 and bearing interest at five percent (5%) per annum, as described in the Form C (the “Promissory Note”), is debt and does not constitute Participating Financing, will not reduce the Offering Financing Percentage and will not participate in the Investor Pool. Principal and accrued interest payable under the Promissory Note will, however, be repaid solely from Picture revenues alongside and on a pari passu and pro rata basis with the Recoupment Amounts payable to investors providing Participating Financing, as provided in Section 3.4(a).

The percentage of the Participating Financing represented by this Offering (the “Offering Financing Percentage”) will equal the aggregate Participation Purchase Price paid by Investors in this Offering divided by the aggregate Participating Financing for the Picture.

The Company may obtain additional financing for the Picture at any time. To the extent any additional financing constitutes Participating Financing, such financing will reduce the Offering Financing Percentage and, accordingly, the portion of the Investor Pool attributable to the holders of the Revenue Participation Interests issued in this Offering. To the extent additional financing does not constitute Participating Financing, including debt, bridge or gap financing, tax credit financing or other non-participating financing, such financing will not reduce the Offering Financing Percentage, although

such financing may have repayment or other rights that are senior to distributions payable to Investors. The final Offering Financing Percentage cannot be determined until the financing of the Picture has been completed. The final Offering Financing Percentage cannot be determined until all Participating Financing has been contributed and, in any event, will be fixed no later than the commencement of principal photography.

3.4. Investor Recoupment and Participation. Subject to the terms of this Agreement, Adjusted Gross Proceeds available for distribution will be applied as follows:

- (a) First, subject to the repayment of any loans, advances, bridge, gap or other debt or debt-equivalent financing having priority over the Participating Financing, one hundred percent (100%) of Adjusted Gross Proceeds available for distribution will be distributed among (i) all investors providing Participating Financing for the Picture, including Investors in this Offering and any other investors providing Participating Financing, in proportion to their respective unrecouped Recoupment Amounts, and (ii) the holder of the Promissory Note, in proportion to the outstanding principal and accrued and unpaid interest thereunder, in each case on a pari passu and pro rata basis, until each such investor has received its Recoupment Amount in full and the principal and accrued and unpaid interest under the Promissory Note have been paid in full. Each Investor in this Offering will have a “Recoupment Amount” equal to one hundred twenty percent (120%) of such Investor’s Participation Purchase Price, consisting of the return of such Investor’s Participation Purchase Price plus a twenty percent (20%) premium.
- (b) Second, following payment in full of all Recoupment Amounts and the principal and accrued and unpaid interest under the Promissory Note, any fixed or determinable deferred compensation, bonuses and other deferred production compensation payable to cast, crew, producers or other service providers in connection with the Picture pursuant to bona fide written agreements, other than contingent profit or revenue participations, will be paid;
- (c) Thereafter, all remaining Adjusted Gross Proceeds will constitute “Net Proceeds,” of which fifty percent (50%) will constitute the “Investor Pool” and fifty percent (50%) will constitute the “Producer Pool.”

The holders of the Revenue Participation Interests issued in this Offering, including the Intermediary, will collectively be entitled to that portion of the Investor Pool equal to the Offering Financing Percentage. Each such Holder will be entitled to its Participation Percentage of such amount.

Accordingly, if this Offering constitutes all of the Participating Financing for the Picture, the holders of the Revenue Participation Interests will collectively be entitled to the entire Investor Pool. If the Company obtains additional Participating Financing, the holders of the Revenue Participation Interests will be entitled to a proportionately smaller share of the Investor Pool.

The Offering Financing Percentage cannot be determined at the time an Investor makes an investment commitment and will not be fixed until the Company has obtained all Participating Financing for the Picture, which in any event must occur prior to the commencement of principal photography. The Company may accept additional Participating Financing at any time prior to the commencement of principal photography, including after the closing of the Offering, without notice to

or the consent of the Holders. Each acceptance of additional Participating Financing will reduce the Offering Financing Percentage and, accordingly, the portion of the Investor Pool to which the Holders are collectively entitled. Additional Participating Financing will not reduce the Recoupment Amount payable to any Investor; however, because all investors providing Participating Financing recoup on a pari passu and pro rata basis, additional Participating Financing will increase the aggregate amount required to be recouped and may delay or reduce the likelihood that an Investor receives its Recoupment Amount in full. Upon commencement of principal photography, the Offering Financing Percentage will be fixed, and subsequent recoupment or distributions will not change the Offering Financing Percentage.

Any contingent profit or revenue participations granted to producers, actors, directors, writers or other service providers in connection with the Picture will be charged against the Producer Pool and will not reduce the Investor Pool or the Recoupment Amounts payable to Investors, unless otherwise specifically disclosed in the Form C.

3.5. TSB Bonus Payment. Pursuant to the Intellectual Property Assignment and Contribution Agreement between the Company and TSB Gaming Ltd. (the “IP Assignment Agreement”), TSB Gaming Ltd. is entitled to a contingent bonus payment equal to five percent (5%) of the amount by which either (i) “Net Proceeds” from a “Sale Event” or (ii) “Net Revenues” exceed \$50,000,000, in each case as such terms are defined in the IP Assignment Agreement (the “TSB Bonus Payment”). For purposes of the Revenue Participation Interests, any TSB Bonus Payment will be charged solely against the Producer Pool and will not reduce the Investor Pool or the Recoupment Amounts payable to Investors. For the avoidance of doubt, the quoted terms “Net Proceeds,” “Sale Event” and “Net Revenues” in this Section 3.5 have the meanings given to them in the IP Assignment Agreement, and the quoted term “Net Proceeds” in this Section 3.5 is distinct from the term Net Proceeds defined in Section 3.4(c) of this Agreement.

3.6. Payment to Holders. Any recoupments and returns to which Holders are entitled under Section 3.4 will be paid on a quarterly basis for the first three (3) years following the Company’s first receipt of Gross Proceeds, with each quarterly payment due within ninety (90) days following the end of the applicable calendar quarter, commencing with the first calendar quarter in which the Company receives Adjusted Gross Proceeds available for distribution. Thereafter, payments, if any, will be made annually within ninety (90) days following the end of each calendar year, in each case subject to the Company’s receipt of amounts available for distribution and any permitted reserves. Each payment will be accompanied by a statement setting forth in reasonable detail the calculation of the amount paid. The Company may withhold from any payment amounts required to be withheld under applicable law, and any amount so withheld and remitted to the applicable governmental authority will be treated as paid to the applicable Holder for purposes of this Agreement and, where applicable, credited against such Holder’s Recoupment Amount.

3.7. Production Abandonment. If the Offering is successfully completed and the Company thereafter determines in good faith that the Picture will not enter principal photography, the Company will return to Investors an aggregate amount equal to the aggregate Participation Purchase Price actually received from Investors in the Offering, less (i) all fees and commissions previously paid or payable to the Intermediary and (ii) documented, permitted pre-development and pre-production expenses incurred by the Company prior to such determination (the “Abandonment Return Amount”). The Abandonment Return Amount will be distributed among Investors pro rata in proportion to their

respective Participation Purchase Prices. No Abandonment Return Amount will be payable with respect to Revenue Participation Interests issued to the Intermediary because the Intermediary paid no Participation Purchase Price for such interests. Upon payment of the applicable abandonment return to an Investor, the Revenue Participation Interests held by such Investor will be cancelled and the Investor will have no further rights under this Agreement with respect to such cancelled Securities.

3.8. No Guaranteed Return. The Revenue Participation Interests are speculative investments. There can be no assurance that the Picture will be completed, distributed or commercially successful or that the Picture will generate sufficient Gross Proceeds or Adjusted Gross Proceeds to permit any Investor to receive all or any portion of such Investor's Recoupment Amount. Even if an Investor receives its full Recoupment Amount, there can be no assurance that the Picture will thereafter generate sufficient Net Proceeds to result in any additional distributions from the Investor Pool. A Holder may lose its entire investment.

3.9. Priority; Unsecured Obligation. The Revenue Participation Interests are unsecured contractual obligations of the Company and do not create a lien or security interest in any asset of the Company or the Picture. Payments under this Agreement are subject to the priority of financing and other obligations described in Sections 3.3 and 3.4, and applicable creditor-priority, insolvency and bankruptcy laws will control in the event of insolvency or dissolution. For the avoidance of doubt, each Recoupment Amount and all other payments under this Agreement are payable only from amounts available for distribution in accordance with this Agreement and do not constitute an unconditional obligation to repay principal or a debt payable on a fixed maturity date.

3.10. Non-Financial Perks. Any non-financial investment perks offered in connection with the Offering, including any Villa digital collectible or other promotional benefit described in the Form C or on the Intermediary's platform, are promotional benefits separate from the Revenue Participation Interests and do not increase or otherwise modify a Holder's Participation Percentage, Recoupment Amount, economic rights, voting rights, management rights, creative approval rights or other rights under this Agreement. Eligibility, availability and fulfillment of such perks will be governed by the disclosures in the Form C and on the Intermediary's platform, as applicable.

4. Transferability and Record Ownership.

4.1. Regulation CF Transfer Restrictions. During the one-year period beginning on the date the Securities are issued, a Holder may not transfer the Securities except as permitted by Rule 501 of Regulation CF, including transfers (a) to the Company, (b) to an accredited investor as defined in Rule 501(a) of Regulation D under the Act, (c) as part of an offering registered with the U.S. Securities and Exchange Commission, or (d) to a member of the family of the Holder or the equivalent, to a trust controlled by the Holder, to a trust created for the benefit of a member of the family of the Holder or the equivalent, or in connection with the death or divorce of the Holder or other similar circumstances. For purposes of this Section, "member of the family" has the meaning provided in Regulation CF.

4.2. Additional Transfer Conditions. Any transfer of Securities, whether during or after the one-year restriction period, must comply with applicable law and will not be effective against the Company until the transferee has provided such information and documentation as the Company or the Transfer Agent may reasonably require, has agreed to be bound by this Agreement and the transfer

has been recorded on the books and records maintained by the Transfer Agent. The Company may treat as void any purported transfer that it reasonably believes is unlawful or fraudulent.

4.3. Record Holder. The Securities will be issued as uncertificated securities in book-entry form and registered on the books and records maintained by the Transfer Agent in the name of the applicable Holder or its permitted assigns. The Transfer Agent will maintain the official record of ownership of the Securities and will record issuances and transfers in accordance with applicable law and its applicable procedures. The Company and the Transfer Agent may treat the person reflected in such books and records as the Holder for all purposes, including payment of amounts under this Agreement, until a permitted transfer is properly recorded. No physical certificate is required.

4.4. Blockchain Instruction Tokens. Within one hundred and eighty (180) days of a Closing, a Holder may be able to receive one digital blockchain token (each, a “Blockchain Instruction Token” or “BIT”) in respect of each Security held by the Holder, to the Holder’s eligible wallet address on the applicable blockchain. The Company has the right, but not the obligation, to mint and distribute BITs. A BIT, if issued, may serve as a technological means of providing an instruction to the Company or Transfer Agent to register a transfer of the corresponding Security. A BIT does not independently determine record ownership of the corresponding Security, and ownership of and rights with respect to the Security will be determined by the books and records maintained by the Transfer Agent. The Company or Transfer Agent may decline to register or recognize any purported transfer that it reasonably believes is unlawful, unauthorized, fraudulent or otherwise inconsistent with applicable law, this Agreement or applicable transfer procedures, and may take actions with respect to the corresponding BIT reasonably necessary to reflect the official books and records.

4.5. No Repurchase Right. The Company has no obligation or contractual right under this Agreement to repurchase or redeem the Securities.

5. Representations, Warranties and Covenants.

5.1. By the Company. As of each applicable Closing, the Company represents, warrants and covenants to the Investor as follows:

5.1.1. The Company is duly formed and validly existing under the laws of the State of Delaware and has the limited liability company power and authority necessary to conduct its business as currently conducted and to enter into and perform this Agreement.

5.1.2. The execution and delivery of this Agreement and the issuance, sale and delivery of the Securities have been duly authorized by all necessary action on the part of the Company.

5.1.3. When issued and paid for in accordance with this Agreement, the Securities will be validly issued, fully paid and nonassessable contractual interests of the Company and will conform in all material respects to the description of the Securities in the Form C.

5.1.4. Upon the Company’s acceptance of the Investor’s investment commitment and the applicable Closing, this Agreement will constitute a valid and binding obligation of the Company, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency,

reorganization, moratorium and similar laws affecting creditors' rights generally and to general principles of equity.

5.1.5. Assuming the accuracy of the Investor's representations and warranties, no consent, authorization, approval, filing or registration is required in connection with the execution and performance of this Agreement other than filings and actions contemplated by Regulation CF, applicable state securities laws, the Form C or the Offering procedures, or such other matters the absence of which would not materially impair the Company's ability to perform this Agreement.

5.1.6. The execution, delivery and performance of this Agreement and the issuance of the Securities do not conflict in any material respect with the Company's Limited Liability Company Agreement, any material agreement binding on the Company or any judgment, order or decree applicable to the Company, except for any conflict that would not materially impair the Company's ability to perform its obligations under this Agreement.

5.1.7. The Company has the right and authority, with respect to the rights in the Picture and its underlying intellectual property owned or controlled by the Company, to grant the contractual revenue participation rights contemplated by this Agreement, subject to the financing, distribution, licensing and other exploitation arrangements permitted by the Form C and this Agreement.

5.1.8. The Company makes no representation, warranty, guarantee or assurance, express or implied, regarding future earnings, commercial success of the Picture, the amount or timing of any payment under this Agreement or the value or future market value of the Securities.

5.2. By the Investor. As a material inducement for the Company to enter into this Agreement, the Investor represents, warrants and covenants to the Company as follows:

5.2.1. The Investor has the legal capacity and authority to purchase the Securities, enter into this Agreement and perform the obligations required to be performed by the Investor hereunder, and the purchase will not violate any law, rule, regulation, agreement or investment restriction binding on the Investor.

5.2.2. If the Investor is a natural person, the Investor is at least eighteen (18) years of age. If the Investor is an entity, the person accepting or signing this Agreement on its behalf has authority to bind the entity.

5.2.3. Including the Participation Purchase Price, the Investor has not exceeded the investment limits applicable to the Investor under Rule 100(a)(2) of Regulation CF during the applicable twelve-month period.

5.2.4. The Investor has received or had access to the Form C and the other offering materials made available through the Intermediary and has had an opportunity to review the information the Investor considers necessary to make an informed investment decision. The Investor understands that the Form C may be amended or supplemented in accordance with Regulation CF and that the Investor's rights to cancel or reconfirm an investment commitment will be governed by Regulation CF and the Offering procedures.

5.2.5. The Investor understands and accepts the risks of an investment in the Securities, including the risks described in the Form C, and is able to bear the loss of the Investor's entire investment. The Investor acknowledges that the offering price was set by the Company and does not reflect an established market valuation of the Company, the Picture or the Securities.

5.2.6. The Investor is not relying on any communication of the Company, the Intermediary or any of their respective affiliates as investment, legal, tax or accounting advice or as a recommendation to purchase the Securities. The Investor has made an independent investment decision and has had the opportunity to consult the Investor's own professional advisors.

5.2.7. The Investor is acquiring the Securities for the Investor's own account and not with a view to or for resale in connection with an unlawful distribution of the Securities. The Investor understands that the Securities are subject to significant transfer restrictions and that no public or secondary market may develop.

5.2.8. The Investor understands that no federal or state securities administrator has passed upon the merits or risks of the Securities or made any finding or determination concerning the fairness or advisability of the investment.

5.2.9. The Investor understands that the Securities are contractual revenue participation rights only, are not membership interests or other equity or ownership interests in the Company, do not provide any ownership interest in the Picture or its underlying intellectual property, and do not provide voting, management, creative approval, greenlight or other governance rights.

5.2.10. The Investor understands that the Securities do not provide anti-dilution or preemptive rights and that the Company may obtain additional Participating Financing or other financing for the Picture without notice to or consent of the Investor. Additional Participating Financing will reduce the Offering Financing Percentage and may delay or reduce the likelihood of payment of the Investor's Recoupment Amount and reduce or eliminate distributions from the Investor Pool.

5.2.11. The Investor acknowledges the Production Abandonment provisions in Section 3.7 and understands that, if those provisions apply, the amount returned may be less than the Investor's Participation Purchase Price.

5.2.12. The Investor is solely responsible for providing and maintaining accurate payment, tax, address and contact information reasonably requested by the Company or the Intermediary. The Company may condition payments on receipt of tax forms or other information required by applicable law.

5.2.13. The Investor is solely responsible for implementing reasonable measures to secure any digital wallet, private key or other credential used to receive or hold BITs. Loss or compromise of a private key or other access credential may cause the Investor to lose access to the applicable BIT; provided that record ownership of the corresponding Security will be determined by the books and records maintained by the Transfer Agent.

6. General Provisions.

6.1. Entire Agreement. This Agreement, together with the Form C and the documents and instruments expressly incorporated by reference herein, constitutes the entire agreement between the Company and the Investor with respect to the Securities purchased by the Investor and supersedes prior agreements, representations or understandings relating to such Securities. Nothing in this Section limits any rights or obligations arising under applicable securities laws.

6.2. Voluntary Agreement; Independent Advice. Each party acknowledges that it has read and considered this Agreement, understands its contents and is entering into this Agreement voluntarily and based upon its own judgment. Each party has had the opportunity to obtain independent legal, tax, accounting and financial advice regarding this Agreement and the transactions contemplated hereby.

6.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles.

6.4. No Injunctive Relief. No Holder will be entitled to enjoin, restrain or otherwise interfere with the development, financing, production, completion, distribution, exhibition, advertising, marketing or other exploitation of the Picture or any allied, ancillary or derivative rights relating thereto. In the event of any breach or alleged breach of this Agreement, a Holder's remedies will be limited to an action at law for monetary damages, an accounting or such other relief as does not enjoin, restrain or otherwise interfere with the foregoing activities. Nothing in this Section is intended to waive any right or remedy that cannot lawfully be waived under applicable federal or state securities laws. The Company's distributors, licensees, exhibitors, sales agents, financiers and other persons engaged in the development, production, distribution or exploitation of the Picture are intended third-party beneficiaries of this Section solely for purposes of enforcing the foregoing restrictions.

6.5. Indemnification. The Investor will indemnify, defend and hold harmless the Company, its Manager and their respective affiliates, officers, directors, managers, members, employees and agents from and against any losses, claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from (a) any material breach by the Investor of any representation, warranty, covenant or agreement contained in this Agreement or (b) any materially false or misleading information provided by the Investor to the Company or the Intermediary in connection with the Investor's purchase or ownership of the Securities; provided that the foregoing will not require the Investor to indemnify any person for such person's fraud, gross negligence, willful misconduct or violation of applicable securities laws.

6.6. Notices. Notices and other communications under this Agreement must be in writing and may be delivered personally, by nationally recognized overnight courier, by registered or certified mail, by electronic mail or through the Intermediary's platform where permitted by the Offering procedures. Notices to the Investor may be sent to the contact information reflected in the Company's or Intermediary's records, as updated by the Investor. Notices to the Company may be sent to its principal address reflected in the Form C or to such other address designated by the Company.

6.7. Binding Effect; Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns. A permitted transferee of Securities that becomes bound by this Agreement will succeed to the rights and obligations of the transferor with respect to the transferred Securities.

6.8. Assignment by the Company. The Company may assign this Agreement in connection with a merger, consolidation, reorganization, conversion, sale of all or substantially all of its assets or other successor transaction only if the successor or assignee assumes the Company's obligations under this Agreement in writing. The Company may assign administrative or performance obligations under this Agreement upon written notice to the Holders. The Company will not transfer all or substantially all of its rights in the Picture in a manner that would cause amounts otherwise constituting Gross Proceeds to be received by another person without requiring such person to assume in writing the applicable payment and accounting obligations under this Agreement. The foregoing will not restrict ordinary-course distribution, licensing, sales agency, collection account, financing or similar exploitation arrangements that do not transfer all or substantially all of the Company's rights in the Picture, provided that amounts payable to or for the account of the Company remain subject to this Agreement.

6.9. No Third-Party Beneficiaries. Except for permitted successors and assigns and Holders of Securities that become bound by this Agreement, nothing in this Agreement is intended to confer any rights or remedies upon any person other than the parties hereto.

6.10. Construction. The terms "including," "include" and "includes" are not terms of limitation and will be deemed followed by "without limitation." Words in the singular include the plural and vice versa as the context requires. References to a person include its permitted successors and assigns. Headings are for convenience only and do not affect interpretation.

6.11. Counterparts; Electronic Signatures. This Agreement may be executed or accepted in counterparts and by electronic means, including through the Intermediary's platform, DocuSign, PDF or other electronic signature method permitted by applicable law. Each counterpart and electronic acceptance will be deemed an original and together will constitute one instrument.

6.12. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect, and the invalid or unenforceable provision will be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties' intent as closely as possible.

6.13. Further Assurances. Each party will execute and deliver such further documents and take such further actions as may be reasonably necessary to effectuate the purchase, issuance, transfer and administration of the Securities in accordance with this Agreement and applicable law.

6.14. Amendments and Waivers. Any amendment, termination or waiver of this Agreement as between the Company and a Holder must be in writing or electronically accepted by the Company and such Holder, except for administrative, ministerial or non-material changes that do not adversely affect the Holder's economic rights and are reasonably necessary to conform this Agreement to applicable law, the Offering procedures or changes in the Intermediary's administrative processes. No waiver of any breach will be deemed a waiver of any other or subsequent breach.

6.15. Delays or Omissions. No delay or omission by a party in exercising any right, power or remedy under this Agreement will operate as a waiver of that right, power or remedy. All rights and remedies under this Agreement are cumulative unless otherwise expressly provided.

6.16. Privacy. The Company may collect nonpublic personal information regarding Investors from the Offering process, this Agreement, the Intermediary and communications with Investors. The Company may use and disclose such information as reasonably necessary to administer the Securities, make payments, comply with law and obtain legal, accounting, tax, banking, recordkeeping and other services, subject to applicable privacy obligations.

(signature page follows)

IN WITNESS WHEREOF, the parties have executed this Revenue Participation Agreement as of the date of the Investor's execution or electronic acceptance.

COMPANY:

HOLLYWOOD HILLS, LLC

By: _____

Name: Arthur Madrid

Title: Chief Executive Officer

[INVESTOR SIGNATURE PAGE FOLLOWS]

HOLLYWOOD HILLS, LLC

REVENUE PARTICIPATION AGREEMENT INVESTOR SIGNATURE PAGE

Individual Investor:

Signature

Print Name

Entity Investor:

Name of Entity

Type of Entity and State of Formation

Signature of Authorized Representative

Print Name of Authorized Representative

Capacity of Authorized Representative

Informational Fields

Full Legal Name:

Full Legal Name of Spouse/Partner,
if subscribing as community property,
tenancy in common or joint tenancy:

Mailing Address:

Telephone Number:

Email Address:

Form of Entity and State of Formation, if
subscribing as an entity:

Participation Purchase Price:

Number of Securities to be Purchased: