BORINQUENEERS FILM 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 Borinqueneers Film LLC, a Puerto Rico 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 of a Security or security entitlement 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 $1,000,000 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 March 1, 2027. 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 feature-length motion picture currently entitled *The 65th*. A change in the title of the 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 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, which will be determined as provided in Section 3.4(a).

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 issued 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 Securities to be registered and held in accordance with the applicable holding arrangement described in Section 4.3. The Company shall appoint a transfer agent for the Securities (the "Transfer Agent"). Payment for the Securities shall be received by the Escrow Agent from the Investor by wire transfer of immediately available funds or other means approved by the Company at least two (2) days prior to the applicable Closing, in the amount of the Participation Purchase Price. Upon the Closing, the Investor shall receive

notice and evidence of the entry of the number of Securities owned by or held for the benefit of the Investor reflected on the books and records maintained pursuant to the applicable holding arrangement described in Section 4.3, which shall bear a notation that the Securities were sold in reliance upon an exemption from registration under the Act.

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, digital, airline, home entertainment and other distribution of the Picture and from the exploitation of allied, ancillary or derivative rights relating thereto, including licensing, merchandising, publishing, soundtrack and music rights 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.

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 development and production of the Picture by Investors in this Offering and all other investors whose financing is entitled to recoup the amount invested plus the applicable contractual premium, on a pari passu basis with the Investors in this Offering, and thereafter participate in the Investor Pool. Participating Financing does not include non-participating 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.

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 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 to all investors providing Participating Financing for the Picture, including Investors in this

Offering and any other investors providing Participating Financing before or after this Offering, in proportion to their respective unrecouped Recoupment Amounts, on a pari passu and pro rata basis, until each such investor has received its Recoupment Amount 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. The Recoupment Amount for the existing $625,000.00 development financing is one hundred twelve and one-half percent (112.5%) of the amount financed, reflecting its twelve and one-half percent (12.5%) premium, and shall be recouped on a pari passu and pro rata basis with Investors in this Offering.

(b) Second, following payment in full of all Recoupment Amounts, 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. Existing Fixed Net-Profit Participations. Certain existing development investors, including investors who financed the completed short film as development material for the Picture, have negotiated fixed net-profit participations, as described in the Form C. Each such investor will receive its ordinary pro rata share of the Investor Pool, and any additional amount required to satisfy its fixed net-profit participation will be paid solely from the Producer Pool. Such additional amounts will not reduce the allocations to other investors from the Investor Pool. Three (3) development investments of $21,667.00 each also provide for repayment of principal plus a twenty percent (20%) premium from the production budget once the Picture is fully financed, no later than the first day of principal photography. A separate $250,000.00 development investment provides for repayment of principal plus a twenty percent (20%) premium from the earliest available feature production financing proceeds when the Picture is greenlit for production. Closing this Offering alone shall not trigger that repayment. Any principal and premium so repaid will reduce the applicable investor's unrecouped Recoupment Amount to prevent duplicate recovery of the same principal and premium. Repayment of principal and premium, including repayment from production financing, shall not terminate the existing investors' subsequent participation in the Investor Pool or their fixed net-profit participations. The original principal amounts of the existing $625,000.00 financing, the separate $250,000.00 financing and each of the three $21,667.00 financings shall remain included in Participating Financing for purposes of calculating the Offering Financing Percentage and their pro rata shares of the Investor Pool; such repayments shall reduce only their unrecouped Recoupment Amounts.

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. 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.

3.8. 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.

3.9. Non-Financial Perks. Any non-financial investment perks offered in connection with the Offering, as 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 or security entitlements, whether during or after the one-year restriction period and whether pursuant to an instruction through a BIT or otherwise, must comply with applicable law, this Agreement and the procedures applicable to the holding arrangement described in Section 4.3. The Company, Transfer Agent or Custodian, as applicable, may require a transferee (a "New Holder") to provide information and documentation, complete verification procedures and expressly agree to be bound by this Agreement as may reasonably be required before giving effect to a transfer. A New Holder shall be bound by this Agreement as an Investor for so long as it holds the applicable Security or security entitlement. Upon effectiveness of a transfer under the applicable holding arrangement, the transferring Holder assigns to the New Holder all of the transferring Holder's rights, title and interest under this Agreement with respect to the transferred Security or security entitlement.

4.3. Holding and Registration of Securities.

4.3.1. Direct Registered Holding. If the Securities are held directly by Investors, the Securities shall 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. In such case, a transfer of a BIT may constitute an instruction to register a corresponding transfer of the Security, but the BIT and blockchain records shall not independently constitute the official record of ownership. No physical certificate is required.

4.3.2. Indirect Holding Through Custodian. If the Company determines that the Securities shall be held through a Custodian, the Company and Investor appoint and authorize BitGo Bank & Trust, National Association, together with its successors and assigns (the "Custodian"), for the benefit of Investor, to hold the Securities in registered form in the Custodian's name or in the name of its nominee for the benefit of Investor and Investor's permitted assigns.

The Securities shall be issued in uncertificated, book-entry form. The Company shall cause the Securities to be registered in the name of the Custodian or its nominee, and the Custodian shall hold the Securities for the benefit of Investor through the applicable securities account or other custodial arrangement maintained by the Custodian. The Custodian may acquire the Securities as a "protected purchaser" within the meaning of Section 8-303 of the applicable Uniform Commercial Code, and Investor may acquire a "security entitlement" with respect to the Securities in accordance with Article 8 of the applicable Uniform Commercial Code and the applicable custody or account agreement.

Investor authorizes the Company to cause the Securities to be registered in the name of the Custodian or its nominee and agrees to establish and maintain such account and enter into such custody, account or other agreement as the Custodian may require. The rights and obligations of Investor and the Custodian with respect to such account, the Securities and any related security entitlement shall be governed by the applicable agreement between Investor and the Custodian. If BITs are issued in respect of Securities held through the Custodian, a transfer of a BIT may constitute an entitlement order or other instruction to the Custodian in accordance with its applicable procedures. The Custodian may, in accordance with the applicable custody or account agreement, assign or delegate its rights or obligations and transfer the Securities to any permitted successor, assign, affiliate or nominee without the consent of Investor or the Company.

4.3.3. Applicable Holding Arrangement. The Company may determine the holding arrangement applicable to the Securities, provided that the applicable arrangement shall be disclosed to Investors and reflected in the applicable books and records. The Company may transition the Securities from one permitted holding arrangement to another, subject to applicable law and the procedures, agreements and actions required by the Transfer Agent, Custodian or other applicable service provider. If the Securities are held directly, the Investor or permitted assign reflected in the Transfer Agent's books and records shall be the legal record holder. If the Securities are held through the Custodian, the Custodian or its nominee shall be the legal record holder, and the Investor's beneficial interest or security entitlement shall be reflected in the applicable custodial records.

4.4. Blockchain Instruction Tokens.

4.4.1. 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 or for the benefit of 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 to or for the benefit of Holders. BITs, if issued, may serve as a technological means of providing

(a) an instruction to the Company or Transfer Agent to register a transfer of the corresponding Security, where the Security is registered directly in the name of the Holder, or (b) an entitlement order or other instruction to the Custodian holding the corresponding Security for the benefit of the Holder, where the Security is held through a custodial or nominee arrangement. A BIT does not independently determine record ownership of the corresponding Security. Ownership of, and rights with respect to, the corresponding Security shall be determined in accordance with the applicable holding arrangement described in Section 4.3.

4.4.2. Ownership or control of a BIT or the wallet in which it is held shall not, by itself, establish record ownership of, or a security entitlement with respect to, the corresponding Security. Ownership and rights shall be determined by the books and records maintained pursuant to Section 4.3, including the records of the Transfer Agent or Custodian, as applicable. Neither the Company, the Transfer Agent, the Custodian nor any other person shall be liable for treating the person reflected in those books and records as the owner or entitlement holder, except as otherwise required by applicable law or ordered by a court of competent jurisdiction.

4.4.3. To the extent applicable law requires an instruction, notice or other writing in connection with a transfer of any Security or security entitlement, such requirement may be satisfied by an electronic record of the applicable transaction on the Republic platform or by the transfer of the corresponding BIT on the applicable blockchain, to the extent such transaction constitutes a valid instruction, entitlement order or other notice under Section 4.3 and the applicable procedures of the Company, Transfer Agent or Custodian.

4.4.4. The Company, Transfer Agent or Custodian, as applicable, may decline to register, recognize or otherwise give effect to a purported transfer of Securities, security entitlements or corresponding BITs that it reasonably believes to be unlawful, unauthorized, fraudulent or otherwise inconsistent with applicable law, this Agreement, applicable transfer restrictions or the procedures governing the applicable holding arrangement. It may take actions with respect to a corresponding BIT reasonably necessary to reflect the applicable books and records, including restricting, cancelling or reissuing a BIT where permitted by the applicable blockchain functionality and procedures.

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 Commonwealth of Puerto Rico 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 organizational documents, 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.

5.1.9. If the Securities are held through the Custodian pursuant to Section 4.3, the Company authorizes the Custodian to hold the Securities in registered form in its name or the name of its nominee for the benefit of Investor in accordance with Section 4.3 and the applicable custody or account agreement. The Custodian shall be an intended third-party beneficiary of the representations, warranties and covenants made by the Company and Investor under this Agreement.

5.2. <u>By the Investor</u>. 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. Investor will comply with all applicable laws and regulations in effect in any jurisdiction in which Investor purchases or sells the Securities and obtain any consent, approval or

permission required for such purchases or sales under the laws and regulations of any jurisdiction to which Investor is subject or in which Investor makes such purchases or sales, and Company shall have no responsibility therefor. Compliance with Securities, Commodities, & Other Laws. The Investor understands that the Securities have not been, and will not be, registered under the Securities Act or any applicable state securities laws, by reason of a specific exemption from the registration provisions of the Securities Act and other applicable state securities laws which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Investor's representations as expressed herein. The Investor understands that the Securities or BITs may be deemed "restricted securities" under applicable United States federal and state securities laws and that, pursuant to these laws, the Investor must hold the Securities and corresponding BITs indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Investor acknowledges that the Company has no obligation to register or qualify the Securities for resale, and exemptions from registration and qualification may not be available or may not permit the Investor to transfer all or any of the Securities in the amounts or at the times proposed by the Investor. The Investor further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Securities, and on requirements relating to the Company which are outside of the Investor's control, and which the Company is under no obligation and may not be able to satisfy. The Investor represents that it is not registered, and is not required to be registered, with the U.S. Securities and Exchange Commission as a broker-dealer, alternative trading system or exchange, and is not a member of, or subject to the rules of, the U.S. Financial Industry Regulatory Authority ("FINRA"). The Investor has also been advised that this Agreement has not been approved for trading by the Commodity Futures Trading Commission (the "CFTC"). The Investor represents that it is not purchasing this Agreement on the basis that it is a contract of sale of a commodity for future delivery (or option on such a contract), a swap or any other instrument subject to the Commodity Exchange Act (the "CEA"). The Investor further understands that neither the Company nor an Affiliate is licensed as a money transmitter ("MT") or a money services business ("MSB"). If the Company or an Affiliate was deemed to be an MT and/or MSB, it would be subject to significant additional regulation. This could lead to significant changes with respect to the Company, how the Securities are structured, how they are purchased and sold, and other issues, and would greatly increase the Company's costs in creating and facilitating transactions in the Securities. Any of these outcomes would negatively affect the value of the Securities.

5.2.3. 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.

5.2.4. 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.

5.2.5. 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. The Investor is familiar with the Company's business, financial condition and operations as generally described in the Form C and has relied only on the information contained in the Form C and the materials incorporated therein in deciding to purchase the Securities. Each of the Investor's representations and warranties in this Agreement shall be deemed reaffirmed and confirmed as of the applicable Closing, taking into account all information received by the Investor.

5.2.6. 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. Investor has such knowledge, skill and experience in business, financial and investment matters that Investor is capable of evaluating the merits and risks of an investment in the Securities. With the assistance of Investor's own professional advisors, to the extent that Investor has deemed appropriate, Investor has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Securities and the consequences of this Agreement. Investor has considered the suitability of the Securities as an investment in light of its own circumstances and financial condition and Investor is able to bear the risks associated with an investment in the Securities.

5.2.7. 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. Investor confirms that the Company has not (a) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Securities or (b) made any representation to Investor regarding the legality of an investment in the Securities under applicable legal investment or similar laws or regulations. In deciding to purchase the Securities, Investor is not relying on the advice or recommendations of the Company and Investor has made its own independent decision that the investment in the Securities is suitable and appropriate for Investor. The Investor acknowledges that information and explanations concerning the Securities' terms shall not constitute investment advice or a recommendation to purchase the Securities, and that neither the Company, the Intermediary nor their affiliates has acted as the Investor's advisor or made any representation concerning the proper characterization of the Securities for purposes of the Investor's authority or suitability to invest.

5.2.8. The Investor is acquiring the Securities for the Investor's own beneficial 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. The Investor is a resident of the jurisdiction identified on the Investor Signature Page or otherwise provided to the Intermediary, and is not acquiring the Securities as nominee or agent for another person. Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. Investor further represents that it does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Securities. Investor understands that the Securities have not been registered under the Act or any applicable state securities laws by reason of specific exemptions under the provisions thereof which depend in part upon the

investment intent of Investor and of the other representations made by Investor in this Agreement. Investor understands that the Company is relying upon the representations and agreements contained in this Agreement (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions. The Investor understands that the Company has no obligation or intention to register the Securities for resale or otherwise facilitate their resale, that a secondary market may never develop and that the Investor may be required to bear the economic risks of this investment for an indefinite period. The Investor shall not sell, assign, pledge, give, transfer or otherwise dispose of the Securities or any interest therein, or offer or attempt to do so, except as permitted by Rule 501 of Regulation CF and Section 4 of this Agreement.

5.2.9. 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.

5.2.10. 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. Following the applicable Closing, the Investor shall have no right to withdraw or receive a refund of the Participation Purchase Price, in whole or in part, except as provided in this Agreement or required by applicable law. Nothing in this paragraph limits the Investor's cancellation or reconfirmation rights under Regulation CF before the applicable Closing.

5.2.11. The Investor acknowledges that the Company may abandon the Offering at any time prior to its completion. For any investment commitment that has not closed at the time of such abandonment, this Agreement shall terminate with respect to that commitment, and the Company shall cause the Escrow Agent to return the Investor's funds without interest or deduction. If the Company files a Form C-W in relation to the Offering, the Company shall return the Investor's entire Participation Purchase Price without interest or deduction, including amounts received at any prior Closing. Upon that refund, the Investor's corresponding Securities shall be cancelled and this Agreement shall terminate with respect to those Securities.

5.2.12. 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.

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

5.2.14. 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 ownership of, or a security entitlement with respect to, the corresponding Security shall be determined pursuant to the applicable holding arrangement described in Section 4.3.

5.2.15. If the Securities are held through the Custodian pursuant to Section 4.3, the Investor directs the Company to issue the Securities in the name of the Custodian or its nominee for the Investor's benefit and agrees to maintain the required custody or securities account in good standing and comply with the applicable custody or account agreement. The Custodian may rely on instructions concerning the Investor's Securities from the Investor or a representative expressly authorized in writing by that Investor, in accordance with the applicable custody or account agreement. The Investor acknowledges that the Custodian is an intended third-party beneficiary of the representations, warranties and covenants made by the Investor and the Company under this Agreement. The Investor shall maintain the custodial account pursuant to a valid and binding custody account agreement (the "Custody Account Agreement"). To the extent any provision of the Custody Account Agreement contradicts this Agreement, the Custody Account Agreement shall take precedence. Any action contemplated by this Agreement and requested by the Company shall be completed by the Investor within thirty (30) calendar days after receipt of the relevant notice, whether actual or constructive, by the Investor or the Custodian as the Investor's 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 Commonwealth of Puerto Rico, 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 or completion of the Picture or the 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 and its 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, Intermediary's or Custodian's records, as applicable, 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 as expressly provided in this Agreement, including with respect to the Custodian, and 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:

BORINQUENEERS FILM LLC

By: _____
Name: Anthony Nardolillo
Title: Manager and President

[INVESTOR SIGNATURE PAGE FOLLOWS]

BORINQUENEERS FILM 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: _____