

PRIVATE PLACEMENT MEMORANDUM

MARKETING COMPLETION FUND, INC./ IRON ICE FILM, LLC MCF Common Stock/ Iron Ice Film Limited Liability Company Unit Offering

\$19,575,000 Maximum Offering

\$725,000 Minimum Offering

(\$0.001 Par)

Minimum Purchase: 3,000 Units (\$21,750)

*\$5,872,500 “A” Units: 810,000 Iron Ice Film, LLC Memberships With 8% Preferential Return, Primary Cash Distribution and 810,000 MCF Common Shares (15.3% of the Company)

*\$6,525,000 “B” Units: 1,080,000 Iron Ice Film, LLC Memberships With 6% Preferential Return, Intermediate Cash Distribution and 540,000 MCF Common Shares (10.2% of the Company)

*\$3,625,000 “C” Units: 810,000 Iron Ice Film, LLC Memberships With 4% Preferential Return, Tertiary Cash Distribution and 243,000 MCF Common Shares (4.6% of the Company)

**“D” Units may be purchased as a package of “A”, “B” and “C” Units to balance the risks of early investment with the security of a later investment after certain milestones have been achieved.

Marketing Completion Fund, Inc. (the “Company” or “MCF”), is a media company formed to finance, develop, and distribute original and existing intellectual property (“IP”) brands, content and technologies and maximize revenue opportunities.

(Cover Page Text Continued Inside Front Cover)

This is a private offering (the “Offering”) of Units that are a combination of Common Stock of the Company and LLC Memberships in entities controlled by the Company’s LLC and Subsidiary. The Company intends to sell Class “A”, “B”, “C” or “D” Units until it reaches the targeted Offering amount of \$19,575,000 (the “Targeted Offering Amount”). The minimum offering is \$725,000.

	Price to Investors	Selling Commissions, Due Diligence Reimbursements and Marketing and Wholesaling Expenses ⁽¹⁾	Proceeds to Company ⁽²⁾
Per Unit	\$ 7.25	\$ 0.9425	\$ 6.3075
Targeted Offering ⁽³⁾	\$ 19,575,000	\$ 2,544,750	\$ 17,030,250

(Footnotes to Table on Inside Front Cover)

The Date of This DRAFT Private Placement Memorandum is January 10, 2018

(Continued from Front Cover)

MCF will focus on projects (initially a China/US youth hockey film series) with generally the following attributes: international appeal, action-oriented; conducive to all-encompassing “immersion” branding and marketing featuring opportunities in gaming, virtual reality, co-branding participations, lead generation, charity events and similar.

Its initial project is to acquire, develop and finance the production and distribution of a hockey-themed motion picture and associated marketing opportunities in motion picture licensed merchandise through Iron Ice Film, LLC (“the LLC”), and its subsidiary production company, Hat Trick Productions (the “Subsidiary”).

MCF has developed a Financing Risk Mitigation System with a capital formation structure and marketing technology system to reduce risk investing in intellectual property ventures.

For film projects it is designed to optimize generating revenue streams prior to principal film photography and after theatrical and digital distribution of the film.

The Company plans to generate revenue during the process of financing and development of the film with English and Chinese investor and consumer lead generation sales. A portion of investor leads will be delivered to the MCF placement agent and broker dealers that are members of the capital raising syndicate. The Company will offer to sell to the consumer leads the products and services being developed by the company and offer marketing partner’s products and services for sale.

The Company will also generate revenue prior to film principal photography by developing associated marketing opportunities in motion picture merchandise, technology (i.e. apparel, apps, e-commerce and virtual reality (VR) products.) The Company will implement marketing campaigns targeting both English and Chinese audiences utilizing third-party ecommerce, messaging platforms, and social media marketing (i.e. Facebook, Google, Instagram, YouTube, In China - Taobao, Tencent, TMALL, WeChat).

- Investor and Consumer leads (2018)
- Iron Ice Merchandise (2018)
- Hat Trick Sports Lifestyle Products (2018)
- Hockey Hat Trick ecommerce website (2019)
- Go Hat Trick App (2019)
- Hat Trick Google Map / Earth API (2019)
- Iron Ice AR/VR (2019)
- Hat Trick Youth Fundraiser Program (2019)
- Hat Trick Destination Travel Packages (2019)
- Hollywood Hat Trick Celebrity Events (2019)
- Iron Ice Film (2020)
- Iron Ice Games (2020)

Unit Description of Investment and Ownership

Unit Type	“A”	“B”	“C”	“D” = A+B+C Units
Total Investment Amount from Investors	\$21,750	\$21,750	\$21,750	\$65,250
Initial Amount Due	\$21,750	\$2,175	\$2,175	\$26,100
Balance Due When Milestones Are Met	\$0	\$19,575	\$19,575	\$39,150
Ownership of Iron Ice Film, LLC Membership Units	3,000	3,000	3,000	9,000
Ownership of MCF, Inc. Common Shares	3,000	1,500	900	5,400

- (1) The Common Stock and Units (collectively, the “Securities”) are being offered to accredited investors to fund investor and consumer lead generation and the development of a proposed motion picture “Iron Ice”, a “coming of age” youth ice hockey saga (the first of at least three in a planned series) and associated marketing opportunities in motion picture licensed games and merchandise. See “TERMS OF THE OFFERING” and “SUITABILITY STANDARDS”. The Company, the LLC and the Subsidiary may all be considered the sponsors of this Offering (the “Sponsors”). For purposes, hereof, an “Affiliate” of any Person (i.e., a natural person, corporation, LLC, trust, unincorporated association or other legal entity) shall be any Person directly or indirectly controlling, controlled by or under common control with another Person.

- (2) Offers and sales of Units will be made on a “best efforts” basis by the Company directly and broker-dealers (“Broker-Dealers,” collectively the “Selling Group”) who are members of the Financial Industry Regulatory Authority, Inc. (“FINRA”). The Selling Group members will receive commissions (“Selling Commissions”) of up to 7% of the gross proceeds of the Offering (the “Offering Proceeds”) for the Units. In addition, a non-accountable expense reimbursement of up to 1.5% of the Offering Proceeds may be paid in each case to reimburse such parties for due diligence and marketing expenses, travel costs, legal and accounting fees, and other out-of-pocket expenses incurred about the sale of the Units. Certain due diligence costs will be paid to various other parties performing due diligence on behalf of the Selling Group members that are likely to approximate an additional 0.5% of the Offering Proceeds (collectively, the “Due Diligence Reimbursements”). Further, certain Broker-Dealers, including Affiliates of the Company, will receive compensation and reimbursement for marketing and wholesaling services rendered in conjunction with the Offering in an amount equal to up to 3.5% of the Offering Proceeds (“Marketing and Wholesaling Expenses”), commonly referred to as the “upfront load”. The total aggregate amount of Selling Commissions, Due Diligence Reimbursements and Marketing and Wholesaling Expenses, therefore, should not exceed approximately 12.5% of the Offering Proceeds if the Targeted Offering Amount is sold. The Company reserves the right, in their sole discretion, to pay reduced Selling Commissions and/or Due Diligence Reimbursements and/or Marketing and Wholesaling Expenses or waive such sums with respect to the Securities purchased by certain Affiliates and other persons. See “PLAN OF DISTRIBUTION” and “ESTIMATED USE OF PROCEEDS.” “The Service/Escrow Agent will receive an initial servicing fee equal to 0.5% of the outstanding principal balance of the Units at closing and an annual note servicing fee equal to 0.25% of the outstanding principal balance of the Units. See “TERMS OF THE OFFERING.” Amounts shown are proceeds after deducting Selling Commissions, Due Diligence Reimbursements and Marketing and Wholesaling Expenses, but before deducting organization and offering expenses and fees and expenses incurred about the development of the Motion Picture and ancillary products/services and closing the Loan, including fees payable to the Sponsors, the Manager and their Affiliates. See “ESTIMATED USE OF PROCEEDS.”

- (3) Units. Investors have a choice of four classes of Units. Investors may invest any amount at or above the minimum in one, two, three or all four classes:
 - (a) Each Unit of “A” includes an equity interest in the parent “MCF” AND a membership (ownership) interest in the “Iron Ice Film” at the earliest stage of development, which, earn a higher return compared with the “B” and “C” Units,

which finance activities further down the timeline of development after defined milestones have been met, with an 8% annual Preferential Return feature and a Priority Distribution. Once the “A” investors receive an Internal Rate of Return (“IRR”) of 30%, they will receive 60% of the funds available for distribution for the life of the LLC. See features described in “RIGHTS AND PREFERENCES”.

- (b) Each Unit of “B” includes a lesser percentage of equity interest in the parent “MCF” than “A” Units, but more than “C” Units, PLUS membership (ownership) interest in the “Iron Ice Film” at the second level of development, which earns a return lower than “A” and higher than “C” Units, reflecting the achievement of stated milestone, but before theatrical distribution, with a 6% annual Preferential Return feature and a Secondary Priority Distribution. Once the “B” investors receive an Internal Rate of Return (“IRR”) of 20%, they will receive 25% of the funds available for distribution for the life of the LLC. See features described in “RIGHTS AND PREFERENCES”.
- (c) Each Unit of “C” includes a lesser percentage of equity interest in the parent “MCF” than “A”, or “B” Units, PLUS membership (ownership) interest in the “Iron Ice Film” at the third level of development, which earns a return lower than “A” or “B” Units for the post-production and distribution phase, with a 4% annual Preferential Return feature and a Tertiary Priority Distribution. Once the “C” investors receive an Internal Rate of Return (“IRR”) of 10%, they will receive 15% of the funds available for distribution for distribution for the life of the LLC. See features described in “RIGHTS AND PREFERENCES”.
- (d) Each Unit of “D” includes the average of the percentage of equity interest in the parent “MCF” of “A”, “B” and “C” Units, PLUS membership (ownership) interest in the “Iron Ice Film” at all levels of development, which earns a return of the average of “A”, “B” and “C” Units for the post-production and distribution phase, with a ___% annual Preferential Return. See features described in “RIGHTS AND PREFERENCES”.

Price of Securities: 2,700,000 Units @ \$7.25 per Unit:

*“A” Units: 810,000 Units @ \$7.25 per Unit = \$5,872,500; includes 810,000 Memberships in Iron Ice Film, LLC PLUS 810,000 common shares of Marketing Completion Fund, Inc., 15.3% of the 5,310,000 total MCF shares outstanding if the Offering is fully subscribed.

NOTE: “B”, “C” and “D” Units are available on a subscription basis since certain milestones must be met by the Manager before funds may be released from both the “B” and “C” Unit escrow accounts. Investors may secure “B”, or “C” Units with 10% of their proposed investment (i.e.: a \$21,750 minimum investment would require a \$2,175 non-refundable deposit, which will be held in a market-rate interest escrow account.) “D” Unit investors would be able to pay for 100% of “A” Units and only 10% of their proposed investment for “B” and “C” Units. (ie: \$21,750 + \$2,175 + 2,175 = \$26,100. The balance would be due after milestones are met and a request for payment within ten (10) days is tendered to the investor by the Manager. Should the milestones for either the “B” or “C” Units not be met, refunds will be tendered to investors (including “D” Units) by the Manager within ten (10) days of notice of by the Manager of non-compliance to investors.

*“B” Units: 1,080,000 Units @ \$7.25 per Unit = \$7,830,000; includes 1,080,000 Memberships in Iron Ice Film, LLC PLUS 540,000 Common Shares of Marketing Completion Fund, Inc., 10.2% of the 5,310,000 total MCF shares outstanding if the Offering is fully subscribed.

*“C” Units: 810,000 Units @ \$7.25 per Unit = \$5,827,500; includes 810,000 Memberships in Iron Ice Film, LLC PLUS 243,000 Common Shares of Marketing Completion Fund, Inc., 4.6% of the 5,310,000 total MCF shares outstanding, if the Offering is fully subscribed.

*” D” Units: a combination of the costs and benefits of all “A”, “B” and “C” Units.

Investors should note that the Company does not expect to make any interest payments on the Units until the ancillary products/services are out of the development stage, which are expected to be independent of the Motion Picture production and distribution

Preferred Interests. The Company is offering preferred membership interests in the Company’s Iron Ice Film, LLC at different rates for each class of “A”, “B”, “C” or “D” Units designed to provide higher interest to early investors when the presumed risk of production and development of “Iron Ice” and its ancillary products are higher. The Company intends that the Preferred Interests will be Subordinated Interests to the payment of expenses associated with production and development of the motion picture. Investors will be entitled to a priority return on their Adjusted Investment (as defined below) computed on a cumulative (but not compounded) basis, properly adjusted for partial years and/or fractional interests (the “Priority Return”). Until each of Class “A”, Class “B”, Class “C” or Class “D” Preferred Members shall have received their Class “A”, “B”, “C” or “D” and Priority Returns, all Cash Flow (defined below in “SUMMARY OF LLC AGREEMENT”) shall be nearly 100% to Preferred Members and 0% to Subordinated Members (i.e., the Manager and/or its Affiliates) EXCEPT FOR minor distributions for Level I, II and III film production expenses ASSUMING that there is no “Capital Transaction” (see “Glossary”) to consider.

Once each Priority Return is received by the Preferred Members, Cash Flow shall be shared in an amount up to 45% to the Preferred Members and the balance (55%) to the Subordinated Members. Cash from Capital Transactions (e.g., a sale or refinancing of the Motion Picture and ancillary products/services), shall be distributed: (i) 90% to the Preferred Members until they receive their specified Class “A” Priority Return, then (ii) to the Preferred Members until they receive their Adjusted Investment (as defined herein), and (iii) the balance, up to 50% to the Preferred Members and the balance (at 50%) to the Subordinated Members. Investors who purchase the Preferred Interests will become Preferred Members of the Company in accordance with the Company’s Limited Liability Company Agreement (“LLC Agreement”).

Maximum Offering. The Maximum Offering Amount is \$19,575,000 from the aggregate sale of Units, although the Company reserves the right to raise the Maximum Offering Amount. The minimum amount of the Offering is \$725,000.

The Motion Picture and ancillary products/services. Marketing Completion Fund, Inc. proposes to finance the production and distribution of a hockey-themed Motion Picture through “Iron Ice Film, LLC”, through a subsidiary production company, Hat Trick Productions, LLC. There is further intention to fund at least two sequels in separate LLCs as well as marketing opportunities in motion picture games and merchandise, again through separate LLCs. The initial proposed 95-minute Motion Picture will feature a Chinese national immigrant with his family settling in

Minnesota as the head of the family accepts an important position with a multi-national iron ore company. The oldest son bonds with a local of many generations through youth hockey. Subsequent sequels follow the relationship of the high school friends through the Olympics and ultimately the National Hockey League finals as they transition from friends, teammates, and square off as adversaries.

THE SECURITIES ARE SPECULATIVE AND ARE SUBJECT TO A HIGH DEGREE OF RISK.

See “RISK FACTORS” below.

This Offering is made only to accredited, corporate, institutional investors and business entities who meet the suitability standards referred to below. See “TERMS OF THE OFFERING - Suitability Standards.” An investor must purchase a minimum of 3,000 Units. However, the Company reserves the right, in its sole discretion, to waive the minimum purchase requirement.

Except for the information set forth herein, no person acting in any capacity whatsoever with respect to this Offering has authority to give information or to make any representations or warranties, either express or implied, and, if given or made, such information, representations, or warranties must not be relied upon as having been authorized by the Manager. Any written or oral representations or statements that do not conform to this Memorandum are unauthorized and must be disregarded.

To assure that the Offering comes within the appropriate securities exemptions and that investors are properly qualified to invest in the Securities, each investor will be required to make representations (and an accompanying indemnification based on such representations) to the effect that, among other things, the investor satisfies the stringent investor suitability standards set forth in this Memorandum. See “TERMS OF THE OFFERING - Suitability Standards.” No Securities will be sold to any investor unless and until the investor has received this Memorandum, has completed and delivered the accompanying subscription documents, and the Company, in its sole discretion, has accepted the investor's subscription. See “HOW TO SUBSCRIBE.”

This Offering is made only to investors who have the financial means and expertise to investigate as to all matters they deem relevant in making an investment decision, in addition to the matters summarized herein. Offerees and their advisors are urged to ask questions of the Manager and to review and copy available documents concerning the Offering, the Company, the Manager, the Motion Picture and ancillary products/services, or any other matter they deem material to their evaluation of an investment in the Securities. The Manager will answer any questions prospective investors and their advisors may have, and will provide access to documents it has or can obtain without unreasonable expense or effort.

Subscriptions received in this Offering will be subject to rejection or allotment in whole or in part at any time by the Company, in its sole discretion. The Offering will terminate on December 31, 2019, unless closed earlier.

This Memorandum and any other information provided by the Manager about this Offering should not be construed as legal, tax, accounting, investment, or other expert advice to prospective

investors. Each investor is urged to consult with his own professional advisor(s) before investing in the Securities.

Offers of the Securities may be made only by means of this Memorandum. This Memorandum will not constitute an offer to sell, or the solicitation of an offer to buy, any Securities to any person to whom it is unlawful to make such an offer or solicitation or to any person receiving a copy hereof from anyone other than the Manager or authorized representatives of the Manager. The Securities are being offered subject to prior sale, withdrawal, cancellation, or modification of the offer without notice, and to the further conditions referred to herein.

This Memorandum is intended for the private use of qualified offerees and their authorized advisors. Each offeree and the offeree's advisor, by accepting delivery of this Memorandum, agrees as follows: (i) to keep this Memorandum and all other information provided by the Company in the strictest confidence, and (ii) not to duplicate, reproduce, or deliver this Memorandum or such other information in whole or in part (except to the offeree's advisors) or divulge any of the contents of this Memorandum or such other information to any person (other than any such advisors), without the prior written consent of the Manager.

READ THIS MEMORANDUM CAREFULLY BEFORE MAKING ANY INVESTMENT DECISION, ESPECIALLY THE SECTION ENTITLED "RISK FACTORS."

This Memorandum provides certain information regarding the Company and this Offering, but by no means is exhaustive. Prospective investors should conduct their own independent investigation and request such additional information from the Manager as they and their advisors deem prudent.

This Memorandum contains summaries of certain provisions of the documents that will govern this investment. The summaries do not purport to be complete and are qualified in their entirety by the full text of the original documents. Copies of these documents have been included in this Memorandum as Exhibits or are available from the Manager upon request. Investors must not rely upon any representations or information other than as expressly set forth in this Memorandum and in documents furnished by the Manager upon request.

Prospective investors and their advisors are invited to ask questions of, and request additional information from, the Company concerning the Offering, the Company, the Manager, the Motion Picture and ancillary products/services, and any other information they consider pertinent, including, but not limited to, additional information to verify the accuracy of information in this Memorandum. The Manager will provide such additional information to the extent it possesses such additional information or can acquire it without unreasonable effort or expense. Such additional information may be obtained by contacting the Manager as indicated below.

THIS OFFERING OF SECURITIES WILL NOT BE REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR WITH ANY STATE SECURITIES REGULATORY AGENCIES IN RELIANCE UPON CERTAIN EXEMPTIONS FROM THE REQUIREMENTS OF SUCH REGISTRATION. AS A RESULT, THE TERMS OF THIS OFFERING AND THIS MEMORANDUM WILL NOT BE REVIEWED OR APPROVED BY THE SEC OR SUCH STATE AGENCIES. IT IS POSSIBLE THAT IF THE TERMS OF THIS

OFFERING AND THIS MEMORANDUM WERE SO REVIEWED, THEY WOULD NOT BE APPROVED WITHOUT MATERIAL CHANGES.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN INDEPENDENT INVESTIGATION OF THE COMPANY, THE MANAGER, THE MOTION PICTURE AND ANCILLARY PRODUCTS/SERVICES, AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY, AND SUCH AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE LLC AGREEMENT, THE NOTE, THE SUBSCRIPTION DOCUMENTS, THE SECURITIES ACT OF 1933, AS AMENDED (“SECURITIES ACT”) AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD; THAT THE SECURITIES SHOULD BE REGARDED AS AN ILLIQUID, LONG-TERM INVESTMENT; AND THAT THERE IS NO PUBLIC MARKET FOR THE SECURITIES AND THAT NONE IS LIKELY TO DEVELOP.

THE FINANCIAL FORECAST SHOULD NOT BE CONSTRUED AS PREDICTIONS OF THE ACTUAL OPERATING RESULTS OF THE COMPANY OR THE ACTUAL RESULTS OF INVESTING IN THE SECURITIES. THE FINANCIAL FORECAST IS INTENDED MERELY TO ILLUSTRATE THE POTENTIAL RESULTS THAT THE COMPANY MIGHT ACHIEVE IF THE ACCOMPANYING ASSUMPTIONS ARE ACHIEVED. WHILE THE MANAGER BELIEVES THE ASSUMPTIONS ARE REASONABLE, THEY ARE NECESSARILY SPECULATIVE AND SUBJECT TO MANY UNCERTAINTIES AND RISKS. IT IS LIKELY THAT FUTURE EVENTS AND CONDITIONS WILL BE DIFFERENT FROM THOSE ASSUMED AND THAT ACTUAL RESULTS WILL BE DIFFERENT FROM THOSE ILLUSTRATED, AND THOSE DIFFERENCES MAY BE MATERIAL. THE FINANCIAL FORECAST WAS COMPILED BY THE MANAGER WITHOUT THE ASSISTANCE OF ITS INDEPENDENT ACCOUNTING FIRM OR LEGAL COUNSEL.

THE FORWARD-LOOKING STATEMENTS CONTAINED IN THIS MEMORANDUM, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING FUTURE EVENTS, ACTIVITIES, OCCURRENCES, OR PERFORMANCES, ARE INTENDED MERELY AS ESTIMATES, PROJECTIONS, PREDICTIONS, OR BELIEFS REGARDING THESE FUTURE EVENTS, ACTIVITIES, OCCURRENCES, OR PERFORMANCES, UNLESS EXPRESSLY STATED OTHERWISE. FOR VARIOUS REASONS, INCLUDING THOSE SET FORTH IN THE “RISK FACTORS” SECTION OF THIS MEMORANDUM, THERE CAN BE NO ASSURANCE THAT THE ACTUAL EVENTS WILL CORRESPOND WITH THESE FORWARD-LOOKING STATEMENTS OR THAT FACTORS BEYOND THE CONTROL OF THE COMPANY WILL NOT AFFECT THE ASSUMPTIONS ON WHICH THE FORWARD-LOOKING STATEMENTS ARE BASED. THEREFORE, THE ILLUSTRATIVE VALUE OF

THESE FORWARD-LOOKING STATEMENTS FOUND IN THIS MEMORANDUM SHOULD NOT, UNDER ANY CIRCUMSTANCES, BE CONSIDERED A GUARANTEE THAT SUCH FUTURE EVENTS, ACTIVITIES, OCCURRENCES, OR PERFORMANCES WILL TAKE PLACE.

THERE ARE INHERENT AND POTENTIAL CONFLICTS OF INTEREST BETWEEN THE COMPANY AND THE MANAGER, THE COMPANY'S MEMBERS, AND AFFILIATES. PROSPECTIVE INVESTORS SHOULD CAREFULLY REVIEW THE DISCUSSION IN "RISK FACTORS" AND "CONFLICTS OF INTEREST." EACH INVESTOR SHOULD SEEK THE ADVICE OF THEIR OWN INDEPENDENT LEGAL AND TAX ADVISORS WITH RESPECT TO AN INVESTMENT IN THE SECURITIES AND THE PROSPECTIVE RISKS AND REWARDS THEREFROM.

Exhibits

- A. Subscription Documents
- B. LLC Agreement of the Company
- C. Form of Preferred Return
- D. Form of Note Administration Agreement
- E. Financial Forecast (Unaudited)
- F. Mutual Right of First Offer and Purchase Option Agreement
- G. Balance Sheet

DRAFT/CONFIDENTIAL

SUMMARY OF THE OFFERING

The following summary is intended to provide selected limited information regarding the Company, the Motion Picture and ancillary products/services and the Offering and should be read in conjunction with, and is qualified in its entirety by, the detailed information appearing elsewhere in this Memorandum. EACH PROSPECTIVE PURCHASER OF PREFERRED INTERESTS OR NOTES (COLLECTIVELY, "SECURITIES") IS URGED TO READ THE ENTIRE MEMORANDUM BEFORE INVESTING.

Securities Offered: *Amount of Financing:* \$19,575,000, subject to over-allotments.

Type of Security: Investors have a choice of four classes of Units. Investors may invest any amount at or above the minimum in one or more type of Unit(s):

- (a) Each Unit of "A" includes an equity interest in the parent "MCF" Corporation AND a membership (ownership) interest in the "Iron Ice Film" at the earliest stage of development, which, earn a higher return compared with the "B" and "C" Units, which finance activities further down the timeline of development after defined milestones have been met, with an 8% annual Preferential Return feature and a Priority Distribution feature described in "Rights and Preferences".
- (b) Each Unit of "B" includes a lesser percentage of interest in the "MCF" parent corporation than "A" Units, but more than "C" Units, PLUS membership (ownership) interest in the "Iron Ice Film" at the second level of development, which earns a return lower than "A" and higher than "C" Units, reflecting the achievement of stated milestone, but before theatrical distribution, with a 6% annual Preferential Return feature and a Secondary Priority Distribution feature described in "Rights and Preferences".
- (c) Each Unit of "C" includes a lesser percentage of interest in the parent "MCF" corporation than "A" or "B" Units, PLUS membership (ownership) interest in the "Iron Ice Film" at the third level of development, which earns a return lower than "A" and "B" Units for the post-production and distribution phase, with a 4% annual Preferential Return feature and a Tertiary Priority Distribution feature described in "Rights and Preferences".
- (d) Each Unit of "D" includes an average percentage of interest in the parent "MCF" corporation of "A", "B" and "C" Units, PLUS membership (ownership) interest in the "Iron Ice Film" at all levels of development, which earns a return of an average of all Units for all phases of production, with an average of a 6% annual Preferential Return feature and a Priority Distribution feature described in "Rights and Preferences".

Price of Securities: 2,700,000 Units @ \$7.25 per Unit:

*“A” Units: 810,000 Units @ \$7.25 per Unit = \$5,872,500; includes 810,000 Memberships in Iron Ice Film, LLC PLUS 810,000 Common Shares of Marketing Completion Fund, Inc., 15.3% of the 5,310,000 total MCF shares outstanding, if the Offering is fully subscribed.

*“B” Units: 1,080,000 Units @ \$7.25 per Unit = \$7,830,000; includes 1,080,000 Memberships in Iron Ice Film, LLC PLUS 540,000 Common Shares of Marketing Completion Fund, Inc., 10.2% of the 5,310,000 total MCF shares outstanding, if the Offering is fully subscribed.

*“C” Units: 810,000 Units @ \$7.25 per Unit = \$5,827,500; includes 810,000 Memberships in Iron Ice Film, LLC PLUS 243,000 Common Shares of Marketing Completion Fund, Inc., 4.6% of the 5,310,000 total MCF shares outstanding, if the Offering is fully subscribed.

(*” D” Units: a combination of the costs and benefits of all “A”, “B” and “C” Units.

Over-Allotments: The Company may issue additional Units, not to exceed 20% of the maximum of each category of Units in the event the Offering is oversubscribed.

Escrow Accounts: All funds will be escrowed until certain milestones are met at each level of “A”, “B”, “C” or “D” and Units.

Use of Proceeds:

“A” Units \$5,872,500

**Provide funds for Offering costs: legal, accounting, printing, marketing.*

**Broker-Dealer commissions associated with “A” Units.*

**Investor and consumer lead generation and the development, manufacturing and marketing of Iron Ice and Hat Trick merchandising.*

**Early financing, pre-production costs of the motion picture.*

“B” Units \$7,830,000

**Intermediary costs related to financing, development and pre-production of the motion picture, merchandising, pre-production expenses;*

*Broker-dealer commissions associated with “B” Units, ongoing Organization and Offering costs, due diligence fees, marketing costs.

*Costs associated with Motion Picture production, salaries for stars and production crew;

*Any deferred legal, accounting, printing, marketing and costs associated Organization and Offering;

“C” Units \$5,827,500

*Post-production costs and costs associated with securing international theatrical distribution and secondary distribution post-theatrical release.

*Broker-dealer commissions associated with sale of “C” Units.

*Close-down costs associated with finalizing the Offering.

“D” Units Undetermined

*A combination of all the above milestones

*Broker-dealer commissions associated with sale of all Units.

Rights and Preferences of Units:

Dividend Rights: Persons acquiring Units in this Offering ("Unitholders") will be entitled to the following distributions:

1. Tax Distributions. All owners of the Company and Members will receive distributions equaling their estimated federal income tax liability (roughly 35%) on taxable income generated by the Company (“Tax Distributions”). The Tax Distributions will be paid to Members quarterly out of operating cash flow on a *pro rata* basis. Because MCF is a “C” Corporation, distributions will be made AFTER corporate taxation while the Iron Ice Motion Picture itself is a limited liability company, Members will be taxed on a pass-through basis for their individual *pro rata* shares of the Company's taxable income. The purpose of the Tax Distributions is to provide funds to Members to pay their share of the federal income tax. Members will also be sent IRS Form K-1 on an annual basis to enable tax preparers to compute and pay the tax.
2. Preferential Return Features.
Each Membership will begin to receive distributions upon cash flow

from film pre-production revenue, merchandising and advances on distributions. Cash distributions will begin after \$350,000 in distributable cash flow from all Iron Ice revenue streams are achieved. However, interest will accrue for investors in each category of Units upon acceptance as a Member (Unitholder).

(a) After Tax Distributions, “A” Unitholders will receive a Preferential Return each year of 8% of the principal amount of their investment in Iron Ice (less any prior distributions other than Tax Distributions). The Preferential Return will be paid out of cash available for distribution, on a quarterly basis, but only until the Unitholders' principal investment is returned in full. After their capital is returned, Unitholders will receive distributions on a *pro rata* basis with all other Members, with no preference. In the event distributions (other than Tax Distributions) are not made in any quarter, the Preferential Return payable in that quarter (2%) will accrue to the next quarter, such that the Company will pay current and accrued preferred returns out of cash available for distribution before making any other distribution, except Tax Distributions.

(b) After Tax Distributions, “B” Unitholders will receive a Preferential Return each year of 6% of the principal amount of their investment in the Iron Ice (less any prior distributions other than Tax Distributions). The Preferential Return will be paid out of cash available for distribution, on a quarterly basis, but only until the Unitholders' principal investment is returned in full. After their capital is returned, Unitholders will receive distributions on a *pro rata* basis with all other Members, with no preference. In the event distributions (other than Tax Distributions) are not made in any quarter, the Preferential Return payable in that quarter (1.5%) will accrue to the next quarter, such that the Company will pay current and accrued preferred returns out of cash available for distribution before making any other distribution, except Tax Distributions.

(c) After Tax Distributions, “C” Unitholders will receive a Preferential Return each year of 4% of the principal amount of their investment in Iron Ice (less any prior distributions other than Tax Distributions). The Preferential Return will be paid out of cash available for distribution, on a quarterly basis, but only until the Unitholders' principal investment is returned in full. After their capital is returned, Unitholders will receive distributions on a *pro rata* basis with all other Members, with no preference. In the event distributions (other than Tax Distributions) are not made in any quarter, the Preferential Return payable in that quarter (1%) will accrue to the next quarter, such that the Company will pay current and accrued preferred returns out of cash available for distribution before making any other distribution, except Tax Distributions.

- (e) Investors in “D” Units receive a combination of all the above levels of distribution with the same timing and preferences as the Holders of Units at all levels.
3. Priority Distribution Feature. After Tax Distributions and payment of the Preferential Return, any other distributions made in a quarter will be allocated 20% to “A” Unitholders, “15% to “B” Unitholder and 10% to “C” Unitholders, but only until each Unitholders' principal investment is returned in full. Both Preferential Returns and Priority Distributions will be applied to reduction of capital. After their capital is returned, Unitholders will receive distributions on a *pro rata* basis with all other Members, with no preference. “D” Unit holders receive a combination of all distribution features.
 4. Special Equity Holder Investment Preference Feature. Holders of equity Common Shares in Iron Ice will be entitled to invest in subsequent LLC Offerings by the Company at 85% of the offering price to the public on a subscription basis with a preference deadline of 30 days before the Effective Date of such Offering. Common Shareholders will be under no obligation to make any investment in any future proposed securities offering. The decision to not invest in any subsequent offering does not preclude the investor from taking advantage of an initial Common Shareholders preference any other subsequent securities offerings.
 5. Cash Available for Distribution. Notwithstanding anything set forth above, Equity Holders in and Members in Iron Ice are not entitled to receive any distributions except when and as declared by the Company's manager, at his sole discretion, and out of funds legally available therefor. There is no guarantee that any distribution will ever be made, that any distribution will be made in any quarter, that the amount of any quarterly distribution will be sufficient to pay the full amount of Preferential Return accruing for that quarter, that the Company will have funds legally available for distribution to Unitholders, or that the Company will have cash available for distribution after allocating for operating expenses, working capital, and prudent reserves. The Company currently believes it will distribute 75% of all available cash not needed in the business, after Tax Distributions to all Members. In the event distributions are declared, but only in such event, Unitholders will be given the preferences set forth above.
 6. Conversion from Priority Distribution to Percentage of Cash Flow. Once the “A” investors receive an Internal Rate of Return (“IRR”) of 30%, they will receive 60% of the funds available for distribution for the life of the LLC. Once the “B” investors receive an Internal Rate of Return (“IRR”) of 20%, they will receive 25% of the funds available for distribution for the life of the LLC. Once the “C”

investors receive an Internal Rate of Return (“IRR”) of 10%, they will receive 15% of the funds available for distribution for the life of the LLC. “D” investors receive a combination of all conversion from priority distributions as holders at each level.

Liquidation Preference: None.

Common Shares: Prior to this Offering, there were 3,717,000 Common Shares outstanding. Assuming this Offering is fully subscribed with 1,593,000 Common Shares purchased by investors, there would be 5,310,000 Common Shares outstanding with Management owning approximately 70% of the Common Shares outstanding and new investors owning approximately 30% of the Common Shares Outstanding.

Further Dilution: Ownership interests in the Company may be diluted based on further Offerings and sale of LLC units by the Company. There are no preemptive rights.

Voting Rights: Yes, as set forth in the Operating Agreement of the Company.

Protective Provisions: Nevada law permits the Manager of the LLC to amend the operating agreement, admit new Members (owners), approve new financing, and many other matters without approval of the members. There are no protective provisions. You are strongly encouraged to read and understand the Operating Agreement of the Company.

Restrictions on Resale: All Units will be subject to a buy-sell agreement and may not be resold without approval of the Company's manager and/or its voting members. Additionally, resale of the Units will not be permitted unless registered or otherwise exempted from applicable federal and/or state securities laws.

Registration Rights: None.

Market: There is no market for the Units, and none

is expected to develop.

Agreements:

Investors will be required to sign and/or agree to be bound by (i) a subscription agreement; (ii) representations of net worth or other qualifications to comply with securities law exemptions; and (iii) the Operating Agreement of the Company. As part of these materials, the investors shall provide, among other things, customary representations and warranties sufficient to exempt the transaction from applicable federal and state securities laws, if such exemptions are available.

Offering:

Organization:

The Company was formed on ____, ____ 2018. The Manager of the Company is Brad Turner for Marketing Completion Fund and its subsidiary and Hat Trick Productions, the production/distribution LLC for the Motion Picture “Iron Ice” and ancillary products.

Preferred Members:

The purchasers of the Preferred Interests will become preferred members of the Company (the “Preferred Members”) in accordance with the Company’s LLC Agreement. Each Preferred Member’s liability will be limited to the amount of their initial Capital Contribution to the Company (i.e., \$7.25 per Unit and including, in some instances, distributions made to such Preferred Member), plus undistributed profits. Preferred Interests are transferable only upon the satisfaction of certain requirements, including obtaining the Manager’s prior written consent, which consent may be withheld in its sole discretion. See ‘SUMMARY OF PREFERRED INTERESTS’ and form of LLC Agreement attached as Exhibit __.

Term of the Company:

The Company will terminate on the earlier of (a) December 31, 2019, or (b) such time as it is dissolved or terminated in accordance with the LLC Agreement. See the form of LLC Agreement attached hereto as Exhibit B.

Asset Management:

Brad Turner will serve as the Asset Manager of the Motion Picture and ancillary products/services. He will be paid a separate annual asset management fee equal to 1% of the gross revenues of the Motion Picture and ancillary products/services, payable monthly in arrears. The Asset Management Agreement is currently being negotiated and may not be available for investors to review prior to investment.

Motion Picture and ancillary products/services - Sale: The Company intends, subject to market conditions, to hold its ownership interest in the Motion Picture and ancillary products/services until sale of the Motion Picture to a distributor and sells the distribution rights only. The Company may retain an interest in the Motion Picture’s proceeds through the distributor. Lacking a

distributor, the Company may distribute the Motion Picture independently. However, no assurance can be given that the Company will can sell the Motion Picture and ancillary products/services for a satisfactory price at such time or at any time. See “RISK FACTORS.”

Company Objectives: The principal objectives of the Company will be to: (i) preserve the investment of the Members and Preferred Return investors; (ii) realize income through the development, operation, financing and sale of the Company’s interest in the Motion Picture and ancillary products/services; (iii) once the production is completed, make quarterly interest payments to the Preferred Return investors and periodic distributions to the Preferred Members from Cash Flow (i.e., the Company’s net cash flow) in an amount estimated to equal the state percentage, non-compounded annual return on their Class "A", "B", "C" or "D" Adjusted Investment (as defined in the LLC Agreement), which should be passive income and partially sheltered as a result of depreciation and amortization expenses; (iv) pay off the principal and interest on the Notes on or before the Maturity Date; and (v) market the Motion Picture and ancillary products/services for sale or otherwise seek to provide liquidity for Preferred Members and, subject to market conditions, realize income likely to be taxable in part at capital gains tax rates on sale of the Motion Picture and ancillary products/services by the Company. The Company intends to provide its equity investors with a combination of steady (following completion of the construction of the improvements) cash flow and potential for capital appreciation on future sale of the Motion Picture and ancillary products/services. THERE IS NO ASSURANCE THAT ANY OF THESE OBJECTIVES WILL BE ACHIEVED.

Management of the Company: The Manager will manage and control the affairs of the Company. The Motion Picture and ancillary products/services Manager will manage and control the Motion Picture and ancillary products/services. The investors will not be involved in the management or day-to-day affairs of the Company or the Motion Picture and ancillary products/services. See “THE MANAGER.”

Manager and its Authority: The Manager of the Company is Marketing Completion Fund, Inc. through its Hat Trick Productions, LLC. The Manager and/or its Affiliates will be Subordinated Members of the Company. Hat Trick Productions, LLC (the “Motion Picture and ancillary products/services Manager”), will serve as Motion Picture and ancillary products/services manager of the Motion Picture and ancillary products/services. See “MANAGEMENT.” Investors should note that the terms of the Development Agreement, Motion Picture and ancillary products/services Management Agreement and Asset Management Agreement are still being negotiated among the respective parties, and that the Manager will have the sole and absolute discretion in determining whether the terms of such agreements are acceptable to the Company. In this regard, investors may not have the opportunity to review these agreements or assess the merits of their terms

prior to their investment in the Securities. See “RISK FACTORS.” Investors unable to bear this risk should not invest in the Securities.

Experience of Manager: The Manager’s Affiliates have substantial experience in the production and development of theatrical Motion Pictures, merchandising and event planning.

Compensation to Manager and Others: The Manager and its Affiliates will receive substantial fees and compensation from the Offering and serving as Manager of the Company. See “COMPENSATION TO THE MANAGER AND OTHERS.”

Investor Suitability Standards: Offering of the Securities by the Company is strictly limited to persons who are accredited investors, as defined under Regulation D of the Securities Act, and meet certain other minimum suitability requirements. Preferred Interests are not being offered to tax-exempt entities, including qualified plans and IRAs. See “TERMS OF THE OFFERING - Suitability Standards.”

Use of Proceeds: The Offering Proceeds will be used to develop the Motion Picture and ancillary products/services, as well as fund acquisition costs, note servicing fees, sales commissions and contingencies. See “ESTIMATED USE OF PROCEEDS.”

Minimum Purchase: A minimum purchase of 3,000 Units (\$21,750). The Company reserves the right, in its sole discretion, to waive the minimum purchase requirement. See “SUMMARY OF INTERESTS” and “SUMMARY OF THE NOTES AND NOTES ADMINISTRATION AGREEMENT.”

Cash Flow: Cash Flow (i.e., the Company’s operating revenues net of all costs and expenses, including interest payments on the Units) will be distributed to the Members on a quarterly basis. Until the Preferred Members shall have received the designated Class “A”, “B”, “C” or “D” Priority Return, all Cash Flow shall be shared 99% to Preferred Members and 1% to Subordinated Members (i.e., the Manager and/or its Affiliates). Once the Priority Returns are received by the Preferred Members, Cash Flow shall be shared in an amount up to 45% to the Preferred Members, determined in accordance with the amount of Preferred Interests sold in the Offering as discussed above, and the balance (55%) to the Subordinated Members.

Cash from Capital Transactions: Cash from Capital Transactions (i.e., sales and of the Motion Picture and ancillary products/services net of all expenses, including principal and interest on the Notes) will be distributed 100% to the Preferred Members until the Preferred Members will have received any unpaid portion of the Priority Returns. Thereafter, the Cash from Capital Transactions will be paid to the Preferred Members until the Preferred Members have received their entire Adjusted Investment. Any remaining Cash from Capital Transactions shall thereafter be divided between the Preferred Members and the Subordinated Members, up to 45% to the Preferred Members, determined in accordance with the amount of Preferred Interests

sold in the Offering as discussed above, and the balance (55%) to the Subordinated Members. Adjusted Investment for the Preferred Members is defined in the LLC Agreement as \$7.25 per Preferred Interest Unit, reduced, but not below zero, by Cash from Capital Transactions (excluding any amounts that represent payment of a deficiency in the Priority Returns) distributed to such Preferred Member under the LLC Agreement.

Allocations: The Company's taxable income and loss will generally be allocated among the Members and the Manager in the same manner as Cash Flow, Net Profit and Net Loss are allocated to their Capital Accounts. All items of income and expense will be shared by the Members in accordance with their percentage ownership of the Company and as otherwise set forth in the LLC Agreement.

Conclusion: The Company believes that the Motion Picture and ancillary products/services should provide the Preferred Members with the opportunity to obtain stable (after the construction of the improvements) cash flow and the potential for future appreciation from the Motion Picture and ancillary products/services.

Defined Terms: Terms having their first letter capitalized in this Memorandum not defined herein are defined in the LLC Agreement.

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HOW TO SUBSCRIBE

Investors who would like to subscribe for the Securities must carefully read this Memorandum and the Exhibits hereto. Then, investors must complete, execute and deliver the Subscription Agreement attached hereto as Exhibit A along with their check payable to “Brand Builders Holdings, Inc.” in the amount of the purchase price for the Securities purchased. These documents should be mailed or delivered to:

Marketing Completion Fund, Inc.
c/o: NOTE ADMINISTRATOR
Attention:
Telephone:

Upon receipt of the signed Subscription Agreement, verification of the investor’s investment qualifications, and acceptance of the subscription by the Company (in the Company’s sole discretion), the Company will notify each investor of receipt and acceptance of the subscription.

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GENERAL RISK FACTORS

THE SECURITIES OFFERED HEREBY ARE SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK.

The risk factors described below summarize certain material risks inherent in the purchase of securities of Marketing Completion Fund, Inc., a Nevada corporation ("the Company"), but are not exclusive. Each prospective investor should carefully consider the following Risk Factors and others inherent in and affecting the business of the Company and the purchase of securities offered by the Company before making an investment decision.

1. **Brief Operating History.** The Company is recently formed and has a brief operating history. The Company has no material history of revenues or earnings. Any unexpected difficulty in constructing facilities or developing, producing or marketing its products or services could delay or prevent the commencement of operations.
2. **No Assurance of Future Profitability.** The Company's ability to achieve profitable operations will depend upon a variety of factors, many of which will be beyond the Company's control. There can be no assurance that the Company will derive sufficient revenues to achieve and sustain profitability.
3. **Need for Additional Funds.** The Company is in a development stage and may require additional financing after this round of investment for the development, production and marketing of future products and services. There can be no assurance that any additional required financing will be available on satisfactory terms to the Company, if at all. Future equity or debt financing may result in dilution of the shares in the Company or LLC memberships.
4. **No Assurance That All Units Will Be Sold.** There can be no assurance that the Company will raise the full amount of investment in "A", "B", "C" or "D" Units. The Company may reject any subscription at the sole discretion of the sole director. If the Company is not successful in selling all or most of the Units, the Company may not have sufficient funds to develop, produce or market its products or services or to conduct other appropriate business activities. In such event, the Company may be required to obtain, if possible, a joint venture partner or other party to assist in the funding and management of the proposed business, or may be required to seek other means of funding the business.
5. **Arbitrary Determination of Offering Price.** The price for the Units offered hereby has been arbitrarily determined by the Company, and the price may bear no relationship to the Company's assets, earnings, book value or other such criteria of value.
6. **Ability to Pay Interest.** The Company's ability to pay Interest and/or make Preferred Return payments is limited to its ability to earn sufficient revenues. None of the proceeds of this round of financing will be used for such payments. The Company currently has limited. The directors do not intend to declare any dividends in the foreseeable future, but instead intend to retain earnings, if any, for use in the Company's business operations after interest payments on Notes and payments of Preferred Returns, if any.

7. Risk of Development. It may take longer than expected to establish, develop, obtain, and/or produce the Company's principal products and services. There is no assurance that the Company will ever be able to develop, produce, or complete the products and services contemplated for sale. If unforeseen difficulties or expenses are encountered, the Company may at its sole discretion add, drop, and or replace any or all of the potential products or services.
8. Control by Existing Management. The sole Director, President, and controlling shareholder of the Company is Brad Turner. Under Nevada law, the directors manage and control the operations and financing of the Company and hold, without limitation, the following powers: the power to prescribe, by resolution, the classes, series, number of each class and series, voting, powers, designations, preferences, limitations, restrictions, and relative rights of each class and series of stock, the power to amend, alter, or repeal the By-Laws of the Company, the power to issue and sell shares in the Company, the power to require, levy, and collect assessments on the assessable stock of the Company, and the power to pay dividends subject to NRS 78.288 and 78.300. The Manager may exercise such powers and other powers to manage and control the operations and financing of the Company without shareholder vote. The Articles of Incorporation provide that no director, officer, or shareholder shall have personal liability for damages for breach of any fiduciary duty as a director or officer to the Company, its shareholders, or any other person except for acts or omissions which involve intentional misconduct, fraud, or a knowing violation of law, or the payment of dividends in violation of NRS 78.288 and 78.300. The sole director, Brad Turner, also owns a controlling stake in the Company and, accordingly, can determine, control or influence the outcome of matters presented to a vote of the shareholders of the Company or members of the LLCs. Each prospective investor is strongly urged to read and understand the Articles of Incorporation, By-Laws and other governing documents of the Company and LLCs prior to making any decision to invest.
9. Dependence on Key Management. The Company's success is dependent upon the efforts and continued services of its sole director, President, and controlling shareholder, Brad Turner. The Company does not have "key person" life insurance policies on any of its officers or other employees now. The Company's future success also depends on its continuing ability to attract and retain highly qualified personnel and management. Competition for such personnel is intense, and there can be no assurance that the Company will be able to retain its key management and employees or that it will be able to attract or retain additional qualified personnel and management in the future. The inability to attract and retain the necessary personnel and management could have a material adverse effect upon the Company's business, results of operations, and financial condition.
10. Competition. The Company's business efforts are in highly competitive areas, with competition coming from companies within the data mining, film, technology, merchandising and other such industries. Most competitors have significantly greater financial and other resources than the Company. There can be no assurance that the Company will be able to compete successfully or that the competitive pressures faced by the Company will not have a material adverse effect on the Company's business, results of operations, and financial condition.

11. Dilution. There is a substantial discrepancy in the price at which shares are being offered to prospective shareholders in the Company and investors in the LLCs compared with the price at which shares were acquired by original shareholders.
12. Absence of Public Market. There is presently no market for the shares of the Company, and no market for the shares is expected to develop. An investment in the Company is highly illiquid.
13. Limited Transferability of Shares. Investors may not be able to liquidate their investment in the Company in the event of an emergency. Resale of the Company's stock and/or LLC memberships may not be permitted without approval of the Company's sole Director and Officer.
14. No Initial Public Offering Contemplated. The Company has considered the possibility of a public offering of shares, but only after the Company's products and services are on the market and the Company has attained a reasonable level of operating revenues and profits. There can be no assurance that any public offering of shares of the Company will take ever place.
15. Possible Offering and Sales of Additional Units. The Company has the right to issue and sell additional Units upon the approval of the directors of the Company in their discretion, subject to applicable law.

RISKS SPECIFICALLY ASSOCIATED WITH FILM PRODUCTION AND DISTRIBUTION

1. Development. Production and Distribution of the Motion Picture:
 - (a) General. Investment in the production of a feature-length motion picture involves a high degree of risk. The receipt by the LLC of revenues sufficient to return the investment of the Unitholders will be dependent upon many factors, including:
 - The artistic and dramatic quality of the completed Motion Picture;
 - The ability of Affiliates to adhere to the production budget;
 - The ability of the Managing Member of the LLC to secure effective distribution for the Motion Picture;
 - Audience and critics' reactions to the Motion Picture during the period of distribution; and
 - Other feature Motion Pictures in distribution at the time the Motion Picture is distributed.

Many feature-length motion pictures, produced independently or by major networks or studios, fail to achieve levels of receipts equal to their costs of development, production and distribution, and fail to return all their investors' investment. (See "Business of the LLC--Management of Investment Risk.")

(b) Experience of Writers. Director and Producers. Brad Turner is the producer of the Motion Picture. Mr. Turner has limited feature Motion Picture experience. Mr. Turner has assembled a group of industry professionals to assist in the development of the Motion Picture.

(c) Factors Influencing Production Costs. The process of producing a feature-length motion picture is time and capital intensive. A high degree of planning and organization is essential to controlling the costs of making the Motion Picture. Occasionally outside factors may influence costs which are beyond the control of the producer and director. Production delays could occur through illness, accidents, strikes, faulty equipment or weather. Such matters may affect production of the Motion Picture.

(d) Agreements with Key Production Personnel and Cast. The Production Company has an agreement with Brad Turner to serve as producer of the Motion Picture. While Mr. Turner has incurred certain obligations to several the people assisting in the development of the Motion Picture, final commitments to key personnel and talent will not be made until the Minimum Offering and Guaranteed Distribution Commitments are obtained.

(e) LLC as Unsecured Creditor of Distributor. Once the Motion Picture has been delivered and is in distribution, the LLC will be an unsecured creditor of the distributor (or distributors if there is more than one) as to amounts due it from distribution of the Motion Picture in various markets, and thus subject to the financial condition of the distributor. If payments to the LLC from the distributor are delayed, or if disputes arise regarding the actual amount due, the LLC may need to seek legal recourse against the distributor.

(f) Impact of Substantial Distribution Advance on LLC Receipt of Funds and Member Distributions. If the Guaranteed Distribution Commitments received by the LLC involve advance payments such amounts plus the distributor's fees and distribution expenses will be recovered by the distributor prior to the payment to the LLC of any additional distribution receipts from the Motion Picture.

(g) Utilization of Offering Proceeds or Presales of Distribution Rights to Fund Release or Production of Motion Picture. If the Sponsor can raise sufficient funds from the Offering from the sale of Units and generate funds through the presale of substantial foreign or other distribution rights, it may elect to utilize a portion of the Offering Proceeds to pay a domestic distributor's prints and advertising ("P&A") costs. Such a use of LLC funds will enable the Managing Member to negotiate substantially lower domestic distribution fees. While the Managing Member of the LLC considers it highly unlikely that substantial funds would be spent on P&A without generating a return of some or all those monies, the LLC may expend most or all its funds and receive no return of such expended funds for a period. The Managing Member will utilize LLC monies to fund P&A costs only if in its judgment such would offer the LLC a material prospect of improved distribution revenues.

The Managing Member of the LLC may also use presale commitments as security for a bank loan and combine proceeds from that source with Offering Proceeds to reach the Minimum Offering requirement to proceed with production of the Motion Picture. Such a strategy would increase the risks that the investors would not recoup all or a portion of their investment because, while fewer Units would have been sold, the rights to valuable markets would have been presold thus eliminating

those markets from the LLC's revenue stream. In addition, the LLC would incur substantial interest costs on its bank loan.

2. Financing Production of the Motion Picture from the Sale of Units and Other Sources. It is the intention of the Managing Member of the LLC to use all reasonable efforts to obtain the amount of the Maximum Offering from the sale of Units and have \$12,611,500 million available to produce the Motion Picture. In the case of either the Maximum or Minimum Offering the Managing Member of the LLC may use funds from the pre-sale of distribution rights or territories or from co-production arrangements in conjunction with the sale of Units. The amount of the Offering is expected to provide the funding necessary to complete the Motion Picture. If a portion of the Offering funds for the Motion Picture come from sources other than the LLC, those funds may involve the elimination of certain markets or rights from the LLC's revenue stream or may have requirements that they be repaid before Members receive any return of invested funds. The Managing Member of the LLC will use all reasonable efforts to avoid outside financial arrangements which favor non-LLC financing sources over the Members with respect to priority of payment and profit participation in the Motion Picture. The Managing Member does, however, have discretion to accept a portion of the funding for the Motion Picture from sources other than the sale of Units under terms which favor the outside financing party and bind the LLC in such event.

3. Utilization of Investor Funds for Development. Pre-production Commissions and Merchandising Activities. All Offering Proceeds from the sale of the Class "A" Units and 90% of the Offering Proceeds from the sale of Class "B" and Class "C" Units will be escrowed and will be utilized by the Managing Member of the LLC at the time of investment. These funds will be subject to the risk that the Development activities are high risk activities. The LLC has already incurred substantial development costs (including accounts payable), not including organizational and offering expenses (see the LLC's Balance Sheet). In addition, the Managing Member will use available Proceeds for the payment of commissions, investment banking fees and finders' fees when incurred. Commissions, if applicable, will be paid on the full amount of Class "A" Units, on the amount of Proceeds initially available from "B", "C" and "D" Units, and on the balance of "B", "C" and "D" Units once certain objectives are obtained. If the Maximum Offering is raised but Guaranteed Distribution Commitments are not obtained and sales of ancillary products are not sufficient, the purchasers of Class "A" Units will not recoup the expended portion of their investment. Purchasers of Class "B", Class "C" and Class "D" Units will, however, recoup all escrowed Proceeds plus interest. See "Summary of Offering" and "Description of Preferred Interests Offered" for information as to the priorities and returns established for the purchasers of Class "B", "C" Units and "D" Units.

At the time a Guaranteed Distribution Commitments is obtained, all Class of Unit investors will bear the risk of the permitted expenditures of available funds described in "Summary of Offering" and "Offering Plan" pro rata based on their investment, so that at such time those investors who purchased Class "A – Early Investor Incentive" Units no longer will be bearing a substantially disproportionate share of the risk of those expenditures.

4. Competition. There are a substantial number of independently-produced feature Motion Pictures available to distributors each year. "Iron Ice" will "compete" with many other Motion Pictures for theater dates, theater locations, audience, and the attention of movie critics and members of the various media who write about or publicize Motion Pictures. In addition, all motion pictures

face competition from many other varieties of public entertainment, including network, public and cable television, and video cassettes for home viewing.

5. Limited Resources of Members and the Production Company. The Managing Member of the LLC, is a recently-formed Nevada corporation, and, with Affiliates has limited assets and no operating history. Brad Turner is an officer, director and shareholder of Marketing Completion Fund, Inc. (MCF), Hat Trick Productions and Iron Ice Film, LLC. These entities were recently formed by Turner with a minimal initial contribution of capital. Turner also arranged for the contribution of certain script rights and development expenses to the entities. It is not anticipated that any of the entities will have material liquid assets prior to the closing of this Offering. Further, Brad Turner, the Individual Managing Member, does not have substantial liquid net worth.

AFFILIATES, the Production Company, was also recently formed by Brad Turner. AFFILIATES will only have the resources provided by the LLC to produce the Motion Picture. If AFFILIATES fail to adhere to its agreement to produce the Motion Picture on time and on budget the LLC will be without an effective financial remedy against AFFILIATES. However, the LLC will procure a completion bond which will assure completion of the Motion Picture once principal photography begins.

Further, the Managing Member has the authority to bind the LLC with respect to agreements with the Production Company, AFFILIATES. AFFILIATES and the Managing Member of the LLC are controlled by Brad Turner. Under the LLC Agreement, Mr. Turner may be removed as Managing Member by a vote of 75%, by Percentage Interest, of the Unitholders (if such removal is proposed before Guaranteed Distribution Commitments are obtained there must first have been a final judicial determination of fraud, intentional wrongdoing or gross negligence on the part of the Member being removed).

6. Limitation on Liability of the Managing Member to the LLC: Indemnification of the Managing Member and AFFILIATES. While the Managing Member of the LLC is required to act in good faith and with integrity in managing the affairs of the LLC, the LLC Agreement provides that the Managing Member will not be liable to the Unitholders for any act or omission, except in the event of fraud, intentional wrongdoing or gross negligence. The LLC Agreement requires the LLC to indemnify the Managing Member (and in the case of Affiliate MCF, its officers and directors) against any expense (including reasonable attorneys' fees), claim or liability incurred by it about the business of the LLC. The Production Services Agreement pursuant to which AFFILIATES will produce the Motion Picture for the LLC will require that the LLC indemnify AFFILIATES (and its officers and directors) to the same degree as the Managing Member and Affiliate officers and directors, such as in the case of MCF, are indemnified.

7. Operating History of the LLC. The LLC (organized in Nevada) has a very limited operating history.

8. Dependence of the LLC on Key Personnel. BBH will have responsibility for the management of the LLC. AFFILIATES will have responsibility to produce the Motion Picture. Mr. Turner is the sole shareholder and director of AFFILIATES and BBH. Prior to the commencement of principal photography on the Motion Picture, the death or disability of Mr. Turner, or the loss of his services to the Managing Member of the LLC or AFFILIATES for whatever reason, would adversely affect the production of the Motion Picture. From proceeds from the sale of A Units, the LLC will

procure a \$2 million key person life insurance policy on Mr. Turner. Prior to commencement of principal photography, the LLC will acquire a completion bond to assure completion of the Motion Picture on budget.

9. Federal Income Tax Treatment. An investment in the Units will be subject to certain risks arising out of federal income tax considerations, including the following:

As noted in "Summary of Certain Federal Income Tax Matters" and Attachment C the LLC will not qualify for an IRS ruling as to its LLC classification. The Members believe, based on discussions with counsel, that the IRS will treat the LLC as a LLC for federal income tax purposes and will receive an opinion of counsel as to this matter.

The application of the "passive activity" rules and the "portfolio income" rules may limit the ability of an investor to use losses or deductions of the LLC in the taxable year during which such losses or deductions are allocated to such investor and may result in the taxability of income from the LLC while deductions from the LLC are not currently deductible on the individual investor's tax returns.

Any investor who directly or indirectly provides services to or otherwise participates in the business of the LLC may increase the likelihood that such investor will receive non-deductible losses from the LLC while at the same time receiving taxable income.

- If the IRS successfully asserted that the LLC should be taxed as a corporation, LLC losses would not be deductible by Members, LLC income would be taxed to the LLC, and distributions to Members would be subject to taxation as well. As previously stated, the Members believe that the LLC will be classified as a LLC for income tax purposes.

*The IRS may claim with respect to the entire LLC or with respect to certain investors that the business of the LLC is not an activity engaged in for profit; a contention which, if successful, would severely restrict Members' ability to deduct any losses.

*The IRS may challenge claimed deductions of the LLC, and/or the allocation of deductions and income among Members, resulting in increased taxable income being allocated to some or all the Members.

* If the tax returns of the LLC are audited, there may be an increased likelihood that the individual tax returns of investors will be audited, resulting in scrutiny and possible adjustment of both LLC items and non-LLC items.

For additional information regarding these and other federal income tax matters, see "Summary of Certain Federal Income Tax Matters" and Attachment C-"Discussion of Certain Federal Income Tax Matters."

10. Achievability of a Return of and on the Members' Investment. There are many sources of revenue from distribution of the Motion Picture from which the LLC may receive cash for distribution to its Members, including theatrical box office receipts, receipts from foreign distribution arrangements, domestic and foreign video cassette sales, domestic, cable or network television sales, other ancillary sources (including airlines, military facilities, educational institutions and libraries)

and merchandising activities. There are many variables over which the LLC has little control which may adversely affect the income the LLC may realize from distribution of the Motion Picture. Such variables include the content of published or broadcast Motion Picture reviews (which affect theater attendance and television audiences), the weather in a given market area during the theatrical engagement, the accuracy of reports of box office receipts which are the basis for payments by exhibitors to the distributor, the financial condition of the exhibitors with which the distributor contracts, and the number of highly publicized feature Motion Pictures in distribution during the same period as the Motion Picture.

There can be no assurance that the Motion Picture or ancillary activities will generate sufficient revenues from distribution to enable the LLC to pay its obligations, expenses and return the investment of the Members.

11. Conflicts of Interest. There are numerous significant conflicts of interest which arise out of the conflicting duties and loyalties occasioned by the various roles and relationships of Mr. Turner, BBH, the Production Company and the LLC. Mr. Turner has used the legal services of _____ to prepare the Offering materials, organize the LLC, Managing Member of the LLC and Production Company, and prepare many of the agreements involving those entities and himself. The Unitholders have not been represented by separate legal counsel in these matters and are asked to waive any claims of conflict of interest in their Subscription Agreements Including Investment Representations. Conflicts of interest expose the Unitholders to the risk, among others, that decisions made on behalf of the LLC by the Members, or transactions entered between the LLC, the Members, the Production Company, and Mr. Turner may not solely reflect the best interests of the Unitholders. See "Relationships Among Certain Parties; Fees and Distributions to Related Parties; Conflicts of Interest. "

12. Unitholders' Voting: Deemed Approvals Under Certain Circumstances. With respect to amending the LLC Agreement or other matters which require, or as to which the Members may seek authorization by, a vote of the Unitholders, the Managing Member of the LLC may forward a proposal to the Members requesting that they approve or disapprove the matter which is the subject of the proposal. Unitholders who have not responded, positively or negatively, to the Managing Member's proposal within 20 days of receiving the proposal are deemed to have responded positively. Approval of the proposal occurs unless 75% of the Unitholders notify the Members in writing that they refuse to approve the matter in question, in which case the Members may call a meeting of the Members to seek approval of the matter at which a majority vote of the Unitholders by Percentage Interest shall be sufficient to approve the matter.

Similarly, in conjunction with meetings called by the Managing Member of the LLC or votes, consents, ratifications or actions proposed by the Managing Member of the LLC to be taken in writing by the Unitholders, the Members may solicit proxies from the Unitholders. If the Unitholders do not respond by granting proxies or refusing to grant proxies to the Members within 20 days of the solicitation, the non-responding Members are deemed to have granted the Managing Member of the LLC their proxies with respect to the matters concerning which the solicitations are made.

The above provisions in the LLC Agreement will facilitate action requested by the Managing Member of the LLC, and in that way, facilitate management of the LLC. The provisions also mean that likely proposals made by the Managing Member of the LLC will be approved or deemed

approved by the Unitholders, unless specific action is taken by the Unitholders to reject specific proposals. The provisions materially increase the control of the Managing Member over the LLC.

13. Factors Which May Affect Unitholders' Limited Liability: Control by Members. A Member of the LLC will not be liable for debts or obligations of the LLC more than his or her capital contribution. A Member may, however, be liable for the full amount of his or her capital contribution even if part of that contribution has been returned by way of distributions. Distributions to Members may be subject to return to the LLC upon action by creditors if after such distributions, the LLC's liabilities exceed its assets.

The Unitholders of the LLC are prohibited by the LLC Agreement from participating in the management of the LLC (and under Nevada law such participation, with certain exceptions, would eliminate the limitations on liability of such Unitholders for LLC obligations), and thus must rely exclusively on the management abilities and decisions of the General Members.

Further, the LLC Agreement requires the vote of 75%, by Percentage Interest, of the Unitholders to remove a Member (but if such removal is proposed before Guaranteed Distribution Commitments are obtained there must first have been a final judicial determination of fraud, intentional wrongdoing or gross negligence on the part of the Member being removed). Such a substantial requirement for removal makes it difficult for the Unitholders to remove a Member and underscores the Managing Members' control of the LLC.

14. Offering Price of the Units. The offering price of the Units has been established by the Sponsor based on its estimate of LLC capital requirements about the development of, securing talent for, and financing, production and completion of the Motion Picture, merchandising activities, identification of a distributor for the Motion Picture, recovery of expenses incurred about organizing the LLC and Offering the Units, maintaining the operations of the LLC after completion of the Motion Picture, and compensation to be paid to the Managing Members. It is unlikely that the Units could be resold at their Offering price, as there will be no secondary market for the Units, nor can there be any assurance that the price of the Units will be returned through the conduct of the business of the LLC or upon liquidation of the LLC.

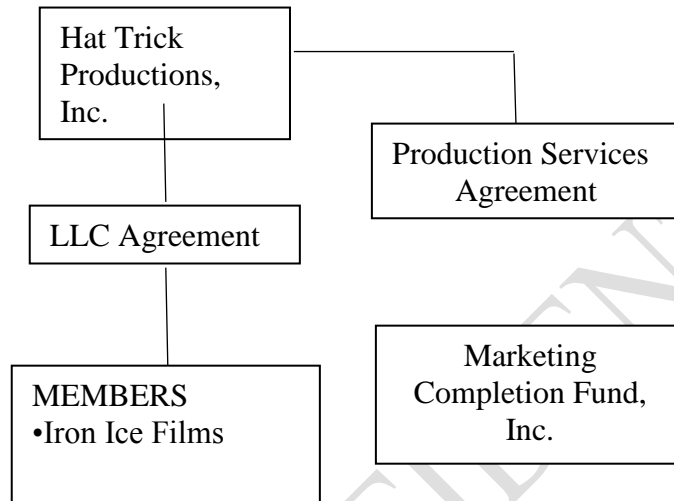
15. Limitations on Transferability of the Units. The Units offered hereby have not been registered under the Securities Act of 1933 (the "Act"), or any applicable state securities laws ("State Laws"). The Units are transferable only with the consent of the Managing Member of the LLC, which may be withheld in the Managing Member's sole and absolute discretion. Transfers are also subject to certain conditions including registration of the Units under the Act and applicable State Laws, or the receipt of an opinion of counsel that such registration is not required. As Unitholders, will have no rights to require registration of their Units, the Units may only be resold, if in fact transfer is permitted, in transactions exempt from the registration requirements of the Act and applicable State Laws

Prior to this Offering there was no market for the Units. Immediately after this Offering, and partly because of the restrictions on transfer of the Units, there is not expected to be a market for the Units. The purchase of the Units should therefore be viewed as a long-term, illiquid investment.

RELATIONSHIPS AMONG CERTAIN PARTIES; FEES AND DISTRIBUTIONS TO RELATED PARTIES; CONFLICTS OF INTEREST

Relationships Among Certain Parties

The following chart illustrates the relationships between MCF, the LLC, the Members and the Production Company.



Fees and Distributions to Related Parties

The following fees and distributions will be received by the previously described affiliated parties (see above chart) about this Offering, the management of the LLC, and the development, production and distribution of the Motion Picture.

- From the proceeds of the Offering:
 - To ? (Managing Member of the LLC), an undetermined amount for reimbursement of expended financing, development and preproduction costs
 - To Brad Turner (Individual Member) for reimbursement of personally expended development and financing costs
 - To Hat Trick Productions, LLC, \$12,615,000 million, including contingencies, for production of the Motion Picture, assuming the sale of all Units. See Use of Proceeds.
- (a) Reimbursement will be of aggregate expenditure is expected to be of \$1,885,000.
- From revenues received from distribution of the Motion Picture:
 - ? (Managing Member of the LLC) and Brad Turner (Individual Member), fees for serving as Members, and revenues from their Percentage Interests in the LLC.

Conflicts of Interest

The persons and entities named in this document has an economic interest in some aspect of the sale of the Units and formation and management of the LLC. The various roles of such affiliated persons and entities in the transactions contemplated have involved, and will involve, the LLC, the Members, the Production Company, and Mr. Turner in non-arm 's-length transactions in which the interests of such affiliated parties have been, and will be, different from the interests of the Unitholders, the preparation and execution of the LLC Agreement which defines the role, authority and compensation of the Members, the Members' right to indemnification, etc.; the consummation of a Production Services Agreement between the LLC and AFFILIATES which will determine AFFILIATES's responsibilities to the LLC for producing the Motion Picture, AFFILIATES's rights to indemnification, etc.; and the execution of producer's agreements between AFFILIATES, Mr. Turner and others involved in the financing and production of the Motion Picture).

- As Members, MCF and Turner may receive fees and LLC distributions (see "Fees and Distributions to Related Parties" in this section of the Offering Memorandum). Mr. Turner is an officer of MCF and affiliates, and may be compensated by those companies for his services.
- During the period of principal photography of the Motion Picture Mr. Turner will devote substantially all his time to the production of the Motion Picture. During the term of the LLC (which will run for an indeterminate period, Mr. Turner will engage in additional Motion Picture or other projects, and may have other full-time employment. To the extent that Mr. Turner engages in other activities, including Motion Picture-related activities, his duties and responsibilities to MCF, Hat Trick and "Iron Ice", including the allocation of management time, may conflict with such other activities.
- Brad Turner and affiliates have been advised by legal counsel, _____ about the formation and financing of each entity and many of the agreements described herein. The Unitholders have not been, and will not be, represented by counsel about the formation of the LLC, the preparation and execution of the LLC Agreement, production arrangements with AFFILIATES, agreements with Mr. Turner, and possibly other producers, or other transactions between the LLC, the Members, AFFILIATES and Mr. Turner. Legal counsel selected by Brad Turner has acted on his behalf and on behalf of the Managing Members in organizing the LLC. The LLC has not been separately represented by counsel.

FIDUCIARY RESPONSIBILITY OF THE MEMBERS

The Members are accountable to each Member as fiduciaries. They are required to exercise good faith and integrity in dealings with respect to LLC affairs. This is in addition to the duties and obligations of the Members set forth in the LLC Agreement. Each Member, or his or her duly authorized representative, may inspect the LLC books and records at any time during normal business hours on five business days' written notice to the Managing Member.

The Members may not be liable to the LLC or the Unitholders for certain acts and omissions to act, since provision has been made for such liability in the LLC Agreement only to the extent of fraud, intentional wrongdoing or gross negligence. With respect to acts and omissions which do not

amount to fraud, intentional wrongdoing or gross negligence, the LLC Agreement provides for indemnification of the Members (and in the case of MCF, its officers and directors). Insofar as indemnification for liabilities arising under the Act may be provided to the Members pursuant to the language of the LLC Agreement, or otherwise, the Members have been advised that in the opinion of the Securities Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable.

Notwithstanding the fiduciary relationship between the General and Unitholders, the Members have broad discretion and power under the terms of the LLC Agreement and _____ law to manage exclusively the affairs of the LLC. Generally, actions taken by the Members are not subject to vote or review by the Unitholders, except to the limited extent provided in the LLC Agreement and under Nevada or other applicable law. An attempt on the part of one or more Unitholders to exercise substantial influence over the management of the business of the LLC (other than as permitted under Nevada law) may result in the loss of that Member's limited liability. A loss of limited liability would make a Member jointly and severally liable for the liabilities of the LLC with the Members.

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USE OF PROCEEDS TABLE

Description	Year	Budget	%
Available Use of Funds "A" Units = \$4,497,700			
*"A" Unit amount is \$5,872,500 (Net amount after operating reserves, administrative and legal, offering expenses of 7%. *"A" amount if fully subscribed is \$5,872,500 - \$500,000 - \$498,925 - \$376,075 = \$4,497,700	Q1 2018 - Q4 2019		
Investor Lead Generation - Chinese and English	Q3 2018 - Q4 2019	\$ 1,000,000	5.11%
Marketing and Sales	Q2 2018 - Q4 2019	\$ 847,700	4.40%
Consumer Marketing - Chinese and English	Q3 2018 - Q4 2020	\$ 800,000	4.09%
Ecommerce website	Q4 2018 - Q2 2019	\$ 500,000	2.55%
Iron Ice Film Pre-Production	2018	\$ 200,000	1.02%
Iron Ice and Trick AR/VR	Q2 2019 - Q4 2019	\$ 200,000	1.02%
Marketing Technology Platform	2018	\$ 100,000	0.51%
Iron Ice Merchandise	Q3 2018	\$ 100,000	0.51%
Hat Trick Merchandise	Q3 2018	\$ 100,000	0.51%
Iron Ice and Hat Trick Sports Nutrition	Q4 2018 - Q2 2019	\$ 100,000	0.51%
Hat Trick Youth Fund Raiser	Q4 2019 - Q2 2020	\$ 100,000	0.51%
Hat Trick Travel Packages	Q4 2019 - Q2 2020	\$ 100,000	0.51%
Hat Trick Box	Q2 2019 - Q4 2019	\$ 100,000	0.51%
Hollywood Hat Trick	Q4 2019 - Q2 2020	\$ 100,000	0.51%
Celebrity Hockey Teams	Q4 2019 - Q2 2020	\$ 100,000	0.51%
Go Hattrick App	Q4 2018 - Q2 2019	\$ 50,000	0.25%
Use of Funds ("A" Units)		\$ 4,497,700	23.03%
Use of Funds "B" + "C" Units			
(Available only when criteria and milestones are achieved.)			
"B" + "C" budget amount is \$14,250,000 (Net amount after offering expenses of 5%*. \$15,000,000 - \$750,000 = \$14,250,000	Q3 2019 - Q4 2020		
Iron Ice Film			
Iron Ice Film Pre-Production	Q3 2019 - Q4 2020	\$ 200,000	1.02%
Iron ice Production	Q4 2019 - Q1 2020	\$ 6,500,000	33.21%
Iron Ice Post Production	Q2 2020- Q4 2020	\$ 2,000,000	10.22%
Iron Ice and Hat Trick Games / Mobile / VR / Console PC	Q3 2019 - Q4 2020	\$ 4,750,000	24.27%
Administrative and Legal		\$ 501,225	1.26%
Operating Reserve		\$ 500,000	1.30%
Use of Proceeds ("B" + "C" Units)		\$ 13,951,225	71%
Offering Costs		\$ 1,126,075	5.70%
TOTAL USE OF PROCEEDS		\$ 19,575,000	100.00%

*Although budgeted 12.5% “front end load”, it is expected that the majority of Units will not be sold through securities broker-dealers, thereby negating the need for commissions. This is an estimate of the actual cost of the Offering.

Executive Summary

Marketing Completion Fund, Inc. (MCF) is a media investment company founded in 2017 to finance, develop and distribute original and existing intellectual properties (IP). Our vision is to apply a Financing Risk Mitigation and Marketing Technology System to reduce risks investing in new intellectual property (“IP”) ventures and monetize the revenue opportunities globally.

MCF will invest in IP developed by early stage companies in a range of industry sectors (e.g. Artificial Intelligence, Augmented Reality, Brands, Films, Games, MarTech, MedTech, and Virtual Reality).

The Company provides professional consulting services to companies focused on IP technology and pricing options for services are typically a combination of hourly rate, monthly retainer, commissions for product sales and equity shares of company stock based on contribution to the anticipated company's growth in value.

The Company has developed an investment structure to invest in motion pictures that has the potential to earn substantial returns. The film can earn revenue from box office receipts and ancillary rights sources of income. These sources include merchandising rights, television spin-off rights, home video, sequel, prequel and remake, book publishing rights, computer game rights, soundtrack album rights and the music publishing rights in the score.

The Company has developed:

1. A “Financing Risk Mitigation System” that addresses a perennial question for investors that would like to reduce risk in any new venture: namely, protection of invested capital and infusion into the venture upon proven milestone achievement. If these milestones are not met in a timely manner, then the remaining investor capital will be returned.
 - For film projects the Financing Risk Mitigation System requires specific milestones to be met before the monies invested can be released for film production and a marketing technology system designed to optimize generating revenue streams **PRIOR TO PRINCIPAL PHOTOGRAPY** and after theatrical and digital distribution of the film.
2. A marketing technology system that is comprised of a grouping of technologies that improve marketing activities to simplify processes and make it easier to measure the impact of marketing channels and drive more efficient spending.
3. An IP strategy to increase shareholder value.
4. A business process that includes IP development, financing, content creation and distribution.

Mission, Vision, and Objectives

Create high end quality IP products, content and technologies. Create films that allow the audience to witness the lives of a Chinese immigrant family and a son’s dream of becoming a successful hockey player.

Marketing Completion Fund LLC will be a recognized media company that develops original intellectual property brands whilst generating revenue streams from brand licensing, merchandise sales and digital marketing strategies. The development stages are shown below:

Stage 1	Q1 2018- Q4 2018
	<ul style="list-style-type: none"> • Investor and consumer lead generation. • Capital raising sales and marketing • Set up broker dealer syndicate network • Leads delivered to broker dealers • Lead sales to 3rd party companies • Film development, attach talent, guarantee distribution agreements • Development, launch and sales of Iron Ice and Hat Trick products
Stage 2	Q3 2018 – Q2 2019
	<ul style="list-style-type: none"> • Develop and launch Iron Ice and Hat Trick products • Develop and launch Hockey Hat Trick ecommerce, community website • Develop and launch Iron Ice website
Stage 3	Q4 2019- Q4 2020
	<ul style="list-style-type: none"> • Iron Ice principal photography begins • Iron Ice Post Production • Develop and launch Hat Trick Travel, Hat Trick Youth Fundraisers • Develop and launch Hollywood Hat Trick celebrity team and events
Stage 4	Q4 2020 – Q4 2022
	<ul style="list-style-type: none"> • Film Festivals • Private Screenings • Theatrical release • Global Film Distribution and Marketing • Hollywood Hat Trick event Los Angeles
Stage 5	Q1 2021 – Q4 2022
	<ul style="list-style-type: none"> • Hollywood Hat Trick event Minnesota and China • Hollywood Hat Trick road shows Minnesota and China

Features of Financing Risk Mitigation System for Films

The Financing Risk Mitigation System addresses a perennial question for investors that would like to reduce risk in any new venture: namely, protection of invested capital and infusion into the venture upon proven milestone achievement. If these milestones are not met in a timely manner, then the remaining investor capital will be returned.

The MCF management team has experience developing a financing risk mitigation system for a film IP project titled “The Boys from Minnesota” (TBFM). The capital formation structure was proven to be successful by returning certain classes of investors a majority of their initial investment. The TBFM project generated merchandise and event revenues and the film was not produced. TBFM investors and project marketing partners are being offered the opportunity to participate in the MCF company and film project and convert their previous investment of time and capital.

MCF has made what they believe are significant improvements to the financing risk mitigation system to reduce risks for investors in film IP projects. The system includes:

- A capital formation structure that has terms in the private placement offering that provides options for investors to invest that can be determined by level of risk tolerance.
- A strategy utilizing the benefit of an escrow and the terms of the escrow agreement for the contractual arrangement between investors funds, bankable talent and guaranteed distribution agreements in which a third-party top tier bank will receive and disburses money or documents for the primary transacting parties, with the disbursement dependent on conditions agreed to by the transacting parties.
- Terms that require for certain classes of ownership investors deposit a 10% amount of total subscription agreement in market rate interest escrow account.
- Terms in the escrow agreement requires specific milestones to be met before the monies invested can be released for film production.
- Multiple IP properties have already been developed that investors will have ownership and multiple revenue streams.
- A plan that generates revenue during the process of capital raising and film financing, pre-production, and prior to principal photography.
- A proven strategy to reduce risk investing in independent films by utilizing a technology marketing system and integrated marketing plan to generate revenue prior to principal film photography scheduled for Q4 2019 and during film development and production. It will also be utilized to optimize revenues during theatrical and digital distribution of the film.
- Utilize a proven strategy to reduce risk investing in independent films by utilizing a technology marketing system and integrated marketing plan to generate revenue prior to principal film photography scheduled for Q4 2019 and during film development and production. It will also be utilized to optimize revenues during theatrical and digital distribution of the film.
- A marketing strategy to start in 2018 to acquire investors, customers and generate revenue during the process of raising capital and pre-production, and prior to film principal photography.

- Revenue will be generated from investor and consumer lead sales and providing MCF professional services to companies.
- There are several investor advantages to this 10% deposit on “B”, “C” and “D” levels:
 - With funds in effect “under contract”, producers can then have an edge in securing talent to “attach” to the “Iron Ice” film. Better talent early in the production schedule usually attracts other talent to “attach” to the film;
 - Funds are secured in third-party escrow accounts until defined milestones are met...if not met ALL monies returned;
 - Investors in effect have a “put” against future development at minimal risk..if not satisfied with development, the investor may sell the Unit (with consent of the Managing Partner) to another investor;
 - Market rate interest is earned on the deposit while progress is made towards milestones;
 - If milestones are met, as expected by management, then it would be expected that the Units would have more intrinsic value than when milestones were only objectives; although there can be no assurance of such appreciation;
 - If objectives are NOT met in a timely fashion, full return of monies is secured by the fact that there will always be a hold back of cash in the “A” Units to secure 100% of any deposit money from the “B”, “C” and “D” investors.

Marketing Technology System

The MCF management team has experience in digital media, software development and integrating stacks of technologies that deliver measurable results and sales for brands and influencer marketing.

MCF has developed a Marketing Technology Systems (MTS) that provides brands, celebrities, influencers, and their business partners a process and platform to communicate, manage, and monetize media campaigns and fan bases.

The MTS connects measures and monetize the efficiency of the media channels and will connect to the marketing channels which are the people, organizations, and activities necessary to transfer the ownership of goods from the point of production to the point of consumption. It is the way products and services get to the end-user, the consumer; and are also known as a distribution channel.

The Customer relationship management (CRM) is used to manage all the company’s relationships and interactions with customers and potential customers.

The Marketing Technology System is comprised of a CRM integrated with multiple technologies:

1. Call center suite enterprise class, open source software with full featured predictive dialer. It is capable of inbound, outbound, blended call handling and allows agents and call center partners to log in from remote locations. Agent interface has been translated into 10 languages and can interface with 1.5 billion English and 1.09 billion Chinese speaking people.
2. CRM on demand and open source software enterprise application with comparable functionality to SugarCRM and Salesforce and is available in numerous languages. Built on

the LAMP/WAMP (Linux/Windows, Apache, MySQL, and PHP) stack with code from other open source projects and offers all the usual CRM function

3. E-mail cloud service
4. Enterprise-level survey data collection platform
5. Voice-based marketing automation platform that manages, measures and automates sales and service calls — including ad tracking, lead distribution, hosted IVR, and voice broadcasting
6. Voice broadcasting campaign technology
7. VoIP, Fax and SMS software

China – U.S. Cross Border Entertainment Project

MCF will focus on IP projects (initially a China/US youth hockey film series) with generally the following attributes: international appeal, action-oriented; conducive to all-encompassing “immersion” branding and marketing featuring opportunities in gaming, virtual reality, co-branding participations, lead generation and charity events, among other things.

The Company is currently developing and financing the production and distribution of “Iron Ice”, a hockey-themed motion picture through Iron Ice Film, LLC, and its subsidiary production company, Hat Trick Productions, as well as associated marketing opportunities in film games and merchandise.

The Company will simultaneously develop, finance, license and distribute the Hat Trick Sports Lifestyle Brand IP and the Hollywood Hat Trick Celebrity Teams and events IP which will be formed as a non-profit that will develop and manage the Iron Ice and Hat Trick celebrity sports teams and produce the Hollywood Hat Trick Celebrity Sports Entertainment and Technology Fan Fest and Expo modelled after the SXSW event held in Austin every year.

Why China, Minnesota and Hockey?

MCF is capitalizing on global economic trends and the China investments being made to prepare for the Beijing 2022 Winter Olympics, the growth of hockey in China, the growth of the China film market and investments that China is making in the global film and technology industry.

The Iron Ice film story is being written to resonate on a global basis with a universal theme. The movie represents qualities that are admired by people throughout the world and could act as a “country commercial” for China and a “state commercial” for Minnesota.

Our research indicates there is a significant audience that will identify with the coming of age, immigration film story because they have lived and experienced it at some level or desire to immigrate to the United States.

Global Marketing Strategy

The MCF “China” strategy for its initial project can be replicated for other countries and other themes. However, first efforts will be concentrated on China due to the proximity and prominence of hockey in the upcoming Olympics.

The sports focused IP are being positioned to capitalize on global trends and the growth of hockey in China, the 2022 Olympics in China, and the growth of ecommerce, film, travel and winter sports.

The comprehensive marketing strategies will be targeting the China, Canadian, United States and top film and ice hockey markets and offer content and products to build an audience prior to film and game production to mitigate risk.

The Company plans on building an audience of film, sports, and hockey fan community with Hat Trick vertical sports websites www.hockeyhattrick.com, www.soccerhattrick.net, www.basketballhattrick.com, www.baseballhattrick.com, and www.rugbyhattrick.com.

The Company hired a senior level FP&A consultant to provide financial modelling for the Iron Ice and Hat Trick IP properties and the revenue is projected to be \$300 million over the next 7 years.

Starting in 2018 the Company plans to generate revenue for two years during the process of raising capital for the film and pre-production activities (i.e. Attaching talent, obtaining guaranteed distribution agreements) and prior to the film starting principal photography in the fourth quarter of 2020.

Summary only. See **Exhibit ___** for full projected details and qualifying footnotes.

MCF Intellectual Properties Portfolio

Original Content IP	Original Brand IP	Original Technology IP
Iron Ice Film	Hat Trick Sports Lifestyle Brand	Marketing System
Iron Ice Games	Hollywood Hat Trick Event	IOT Smart Wear CRM
Iron Ice VR Training	Hollywood Hat Trick Teams	Device

1 Feature Film IP



Games * Merchandise * Licensing



2 Sports Lifestyle IP



Games * Merchandise * Licensing



HAT TRICK FUND RAISERS | HAT TRICK TRAVEL

3 Celebrity Brand IP



Celebrity Teams



4 Technology IP

Marketing Technology



IOT Smart Wear CRM



Iron Ice Film

“Iron Ice” is a compelling coming of age, sports drama film story set against the expansive backdrops of Beijing, China, the Mesabi Iron Range in Northern Minnesota, and the Minnesota State High School Boys Ice Hockey Tournament.

The film features a Chinese national immigrant with his family settling in Northern Minnesota as the head of the family accepts an important position with a China owned multi-national mining company that acquires a Minnesota Taconite Mine. The oldest son bonds with a local of many generations through youth hockey.

This project has been selected to capitalize on the growth of hockey in China, the 2022 Olympics in China, and the growth of ecommerce, film, games, internet, travel, and winter sports.

There is further intention to fund at least two sequel that follow the relationship of the high school friends through the Olympics and ultimately the National Hockey League finals as they transition from friends, teammates and square off as adversaries.

Growth Plan and Revenue Strategies

The Company management team has provided services to 234 securities engagements totaling \$2,173,809,195 in capital raised. The team has experience syndicating private placement offerings, in generating revenue during the process of raising capital, and has developed innovative capital formation structures and capital raising strategies.

The Company hired a senior level FP&A consultant to provide financial modelling for the Iron Ice and Hat Trick IP properties and the revenue is projected to be \$300 million over the next 7 years.

Starting in 2018 the Company plans to generate revenue for 2 years during the process of raising capital for the film and pre-production activities (i.e. Attaching talent, obtaining guaranteed distribution agreements) and prior to the film starting principal photography in the 4th quarter of 2020.

Projected revenues are \$500,000 over the next 12 months and \$6,000,000 over 24 months prior to film production and \$300,000,000 in overall revenue in 120 months after the film and game release.

MCF plans to generate revenue from:

- English and Chinese investor and consumer lead generation sales
- Consulting fees for providing professional service to China and U.S. companies
- The development and sales of associated marketing opportunities in Iron Ice motion picture licensed games and merchandise, Hat Trick licensed products, celebrity team events, youth fund raisers and travel packages.

Revenue Description	2018 -2024
Iron Ice Film I	\$ 55,000,000
Iron Ice (VR, Mobile, Game)	\$ 55,000,000
Iron Ice Film II	\$ 50,000,000
Iron Ice Film III	\$ 45,000,000
Leadmatching	\$ 26,350,000
Hockey Hat Trick e-commerce	\$ 21,000,000
Hat Trick Youth Fundraisers	\$ 13,500,000
Hat Trick Travel	\$ 12,000,000
Iron Ice Merchandise	\$ 10,535,000
Iron Ice Sports Nutrition	\$ 10,500,000
Hat Trick Merchandise	\$ 10,500,000
Hollywood Hat Trick	\$ 6,500,000
MCF Consulting Services	\$ 3,120,000
Total Revenue	\$ 319,005,000

Description	2018	2019	2020	2021	2022	2023	2024
Total Revenue	\$505,000	\$5,500,000	\$47,250,000	\$68,500,000	\$84,750,000	\$65,000,000	\$57,000,000
Total Net Income	\$204,000	\$2,150,000	\$19,537,500	\$29,000,000	\$36,212,500	\$27,275,000	\$23,550,000
Total Net Income %	40.4%	39.1%	41.3%	42.3%	42.7%	42.0%	41.3%

MCF will deliver investor leads to the MCF placement agent and broker dealers that are members of the capital raising syndicate. The investor lead program will be used to develop an extensive network of investment bankers and FINRA licensed broker dealers to sell the Private Placement Offering.

The Company will utilize the Marketing Technology System to convert the consumer leads into purchasing products, attending events and engage as affinity marketing partners.

The Company will implement marketing campaigns targeting both English and Chinese audiences utilizing technology (i.e. Apps, AR – Augmented Reality, e-commerce, games, Google Maps, Google Earth, VR - virtual reality) and acquire customers with third-party social media and messaging platforms (i.e. global – Facebook, Google, Instagram, YouTube, for China - Taobao, Renren, Tencent, TMALL, WeChat).

- Investor and Consumer leads (2018)
- Iron Ice Merchandise (2018)
- Hat Trick Sports Lifestyle Products (2018)
- Hockey Hat Trick Ecommerce (2019)
- Go Hat Trick App (2019)
- Hat Trick Google Map / Earth API (2019)
- Iron Ice AR/VR (2019)
- Hat Trick Youth Fundraiser Program (2019)
- Hat Trick Destination Travel Packages (2019)
- Hollywood Hat Trick Celebrity Events (2019)
- Iron Ice Film (2020)
- Iron Ice Games (2020)

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Iron Ice Film IP

MCF plans to generate revenue from the development and sales of associated marketing opportunities in Iron Ice motion picture licensed games and merchandise.



Timeline	2018	2018	2019	2019	2020	2020	2020	2020	2020
Category	Merchandise	Ecommerce Website	VR/AR Content	Subscription Box	Global Film Box Office	Mobile Gaming	Console/PC Gaming	Book	Animated Series
Category									
Market Size	Licensing movie tie-ins \$118.3B 2016	U.S. sales \$485B by 2021	\$108B Market by 2021	37M visitors. 800% growth since 2014	\$50B by 2020	\$35B Market	\$60B Market	Global sales \$123B by 2020	\$244B global Market in 2015
Production Cost	\$200K	\$500K	\$100 - \$500K	\$500K	\$2M - \$100M	\$250K - \$5M	\$2M - \$60M	\$100K	\$400K per episode
Revenue Potential	\$2M - \$10M per year	\$2M - \$10M per year	\$1M - \$2M per year	\$2M - \$25M per year	\$35M - \$75M per film	\$25M - \$75M	\$25M - \$75M	\$500K - \$2M	\$500K profit per episode

Hat Trick and Hollywood Hat Trick IP

MCF plans to generate revenue from: the development and sales of Hat Trick and Hollywood Hat Trick licensed products, celebrity team events, youth fund raisers and travel packages.

















Timeline	2018	2018	2018	2019	2019	2020	2020	2020	2020
Category	Merchandise	Sports Nutrition	Ecommerce	Subscription Box	VR Hockey Training	Celebrity Charity Events	Smart Sport IOT Devices	Youth Fund Raisers	Sports Destination Travel
Category Icon									
Licensing Category									
Market Size	Sports Apparel \$184.6B by 2020	\$45B globally by 2022	U.S.\$485B by 2021. China \$1.1T in 2017	37M visitors. 800% growth since 2014	VR \$35B by 2025	\$2B market 2.4% yearly growth	\$35B by 2020	Raise \$2B yearly. Apparel top item sold.	\$60B Market
Production Cost	\$200K	\$200K	\$500K	\$500K	\$500K	\$500K	\$200K	\$200K	\$200K
Revenue Potential	2018 - 2024 \$10.5M	2019 - 2024 \$10.5M	2019 - 2024 \$21M	2019 - 2024 \$10M	2019 - 2024 \$10M	2019 - 2024 \$6M	2019 -2024 \$5M	2019 - 2024 \$13.5M	2019 - 2024 \$12M

MTS and Hat Trick Sports Vertical Websites

The MTS will be utilized to optimize and monetize the Hat Trick Lifestyle Brand vertical community building websites and App that provide a directory, news, events, and ecommerce.

The URLs owned by the Company include www.baseballhattrick.com, www.basketballhattrick.com, www.gohattrick.com, www.hockeytrick.com, www.hollywoodhattrick.com, www.footballhattrick.com, www.olympichattrick.com, www.rugbyhattrick.com, and www.soccerhattrick.net.

Baseball	Basketball	Football	Hockey	Olympics	Rugby	Soccer
						
						
Baseball Hat Trick	Basketball Hat Trick	Football Hat Trick	Hockey Hat Trick	Olympic Hat Trick	Rugby Hat Trick	Soccer Hat Trick

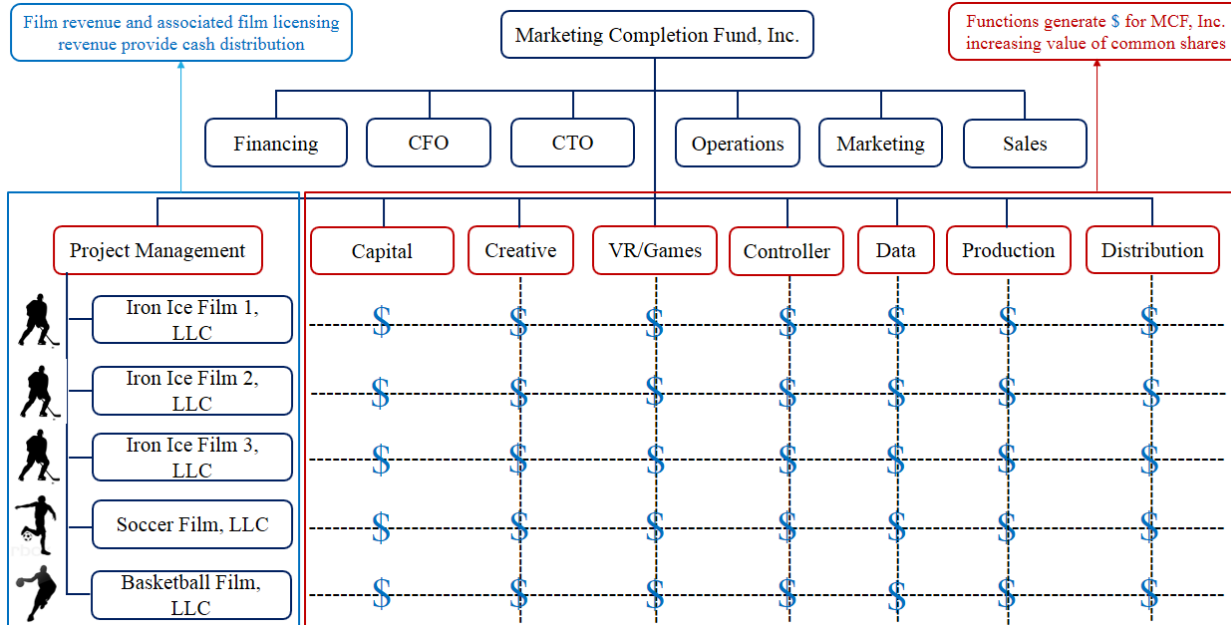
IP Strategy

The company has developed a strategy to increase shareholder value by developing IP rights to new ideas and innovations.

- Management of intellectual property will become a core competence of the company's successful enterprise.
- MCF plans to leverage its IP portfolio for strategic and economic gains and utilize as currency to lucrative new market opportunities.
- The MCF portfolio will be considered a financial asset, and management plans to efficiently extract real value and drive economic performance from the portfolio.
- Intangible assets including IP comprised approximately 84% of the market capitalization of S&P 500 companies.

Marketing Completion Fund Organizational Structure

- Iron Ice film revenue and associated film licensing revenue provide cash distribution to investors.
- Revenue generated from Company functions (Services provided to clients), Hat Trick and Hollywood Hat Trick increase value of common stock for investors.



Current Advisory Board members include:

Lora Yan Chen, China – U.S. Entertainment Business Development

Lora Chen specialties include experience with U.S. – China Entertainment Businesses: Motion Pictures, Television, and all Media Business Development, Strategic Planning, Budget Development and Administration, Operation Management, Negotiations, Presentations, Market Analysis, Feasibility Studies, Government Relations, Event Planning and Management.

Lora Chen's career has spanned more than 25 years working in China and the U.S., in positions ranging from creative to producing, from corporate business development to teaching at universities. She has been one the Best-Selling Authors on Amazon.cn. Her Book "The Study of the U.S. Filmed Entertainment Industry" has been the "Best Selling Book in Film Industry - Chinese and International" since 2015. The 2nd Edition of the Book was released on Amazon.cn and took the #1 spot in May 2016. Lora has done business development and strategic planning work for U.S. corporations in doing business with China as well as Chinese Companies doing International Businesses. She has worked with the companies as follows:

- Wanda Film Holding Co. The Dalian Wanda Group
- Miramax
- Walt Disney Imagineering
- Paramount Parks
- Metro-Goldwyn-Mayer

- Sony Pictures Entertainment
- Independent production companies, law firms, etc.

Lora also served as Producer and Director of Business Development for the University of Southern California's (USC) Institute for Creative Technologies, a revolutionary center for virtual reality and computer simulation research. Before coming to the United States, Lora was a professional Cinematographer in China, with five features to her credit. She attended Beijing Film Academy as part of China's "5th Generation Film Makers," along with directors Zhang Yimou, Chen Kaige and Gu Changwei.

Michael B. Hainkel, Corporate Film Tax Strategy

Mr. Hainkel is the Executive Vice President and Chief Tax Officer at Lions Gate Entertainment and leads a team of twelve implementing the tax strategies for of the leading film production and distribution companies in the world. He has more than 30 years combined experience in the financial operations of a variety of companies in the entertainment, retail, real estate development, and manufacturing and energy industries in both the corporate and consulting arenas.

He brings to the table years of experience in structuring companies to optimize investors' financial performance and the building and leading of teams to get the job done. Prior to Lionsgate he was Managing Director of his own firm, JMH Consulting; assisting emerging companies grow their businesses.

For the five years prior to that he had extensive experience in mergers and acquisitions as a Senior Manager in Ernst & Young LLP's National Office West and Deloitte & Touché LLP's National Mergers & Acquisitions Teams assisting clients examine and structure the acquisition of target companies in numerous industries. He managed the tax function for Moorman Manufacturing Company, which had \$1 Billion in sales, where he designed and led the restructuring of the parent company and its largest business unit. He was a Senior Tax Administrator at Federated Department Stores, a U.S. retailer with \$3.5 Billion in sales, and where he served on the Bankruptcy Team in one of the largest bankruptcies up to that time.

Mr. Hainkel has both his Bachelor of Business Administration and his Master of Science in Accountancy (Taxation) degrees from University of Houston and obtained his C.P.A. in Texas. He currently serves as a Director and the Assistant Treasurer of the Rotary Club of Los Angeles, as a Director on the Crohn's and Colitis Foundation of America and on the Board of Governors of the City Club on Bunker Hill.

David Ortiz, Games, ESports, Virtual Reality

Mr. Ortiz has over 15 years of domestic and international experience in the gaming and digital industry. He has experience building and leading blockbuster teams at large corporations like Microsoft, EA Sports, Sony, and Warner Brothers. The revenue generated from the products he has been involved is over \$1.5 Billion.

He has negotiated and secured the international rights of globally relevant brands, sponsored, and helped organize events and competitions with multi-million-dollar prize pools, including the NBA, Manny Pacquiao, ICC World Cup, World Series of Poker, and Bob Arum/Top Rank Boxing.

He is the founder of Immortal Sports, a revolutionary virtual and augmented reality eSports game development company that is committed to bringing the emerging and increasingly lucrative worlds of VR/AR games and eSports competition to the largest possible audience. Emortal is accomplishing this by owning all three aspects of their own VR/AR eSports ecosystem: Games, Venues, and Competition.

Mr. Ortiz specialties and experience Include game design, public speaking and lectures, ESports, Fantasy Sports, Poker, Gambling, Mobile, Console, PC, Facebook, Story Creation, UI/UX, Sponsorship, Fund Raising, Pitching, Licensing, Movie and IP Based Games, Business Development, Organizational Leadership, Game Production, VR, Prototyping, Roadmap, Pre-Production, Story Creation, P&L, Editing / Modding, Edutainment Licensing, Sponsorship, and Tournaments.

Richard Turner, Film Production, Business Affairs

Mr. Turner is the producer of Gnaw a critically acclaimed Sci-Fi thriller film. He is Founder of Artioti Media Consulting LLC, is a senior executive with global legal affairs and transaction expertise, results-driven with a consistent record of delivering cost-effective initiatives and earnings growth. A highly respected, accomplished leader and motivator with experience in a broad range of industries and markets with a talent for building high performance team.

Prior to forming his consulting company Richard was SVP of business affairs and had a 12-year tenure with Starz Entertainment Group. He provided strategic guidance on SEG's acquisition of content, productions, new media ventures and marketing and promotions. Starz is premium movie and original programming entertainment service provider with 16 premium movie channels, 18.8 million and 33.1 million subscribers to its respective STARZ and ENCORE brands, and in excess of a billion in annual revenues. Starz Entertainment is attributed to the Liberty Starz group (Nasdaq: LSTZA, LSTZB) tracking stock group.

He has negotiated numerous output deals with studios such as Walt Disney Pictures, Sony Pictures Entertainment, Revolution Studios and Universal Studios. In addition, he supervised legal work on many Starz Original productions such as "New Orleans Music In Exile."

Prior to joining SEG, Turner worked as an attorney for Sony Pictures Entertainment, Inc. and was responsible for negotiating licensing agreements for the television exhibition of the company's products. Turner graduated magna cum laude from Pepperdine University School of Law and received an undergraduate degree from the University of California, Santa Barbara. He is a member of the National Association of Television Program Executives and the Academy of Television Arts and Sciences. Turner is a past chairman of the board of directors for the Denver Film Society (producer of the Denver Film Festival), and currently is the board's treasurer. A native of Los Angeles, Richard now resides in Denver with his wife Britta Erickson and their son Jackson.

George Cone, Semiconductor IP Technology

Mr. Cone has experience working at the world's leading semiconductor IP companies. He has led teams building facilities around the world that have developed and licensed technology that has been at the heart of many of the digital electronic devices sold around the world for decades.

Mr. Cone grew up in the small California town of Antioch and the California Bears were the team everyone supported. When he was offered a football scholarship to Stanford University he turned this down and enrolled at Santa Clara University; a private Jesuit university founded in 1851 and is one of the oldest operating institutions of higher learning in California.

He left college to serve in the Korean War and enlisted in the military where he flew over 40 missions he was trained as an electronics specialist. One of the more memorable experiences of all his missions was when they tested the atomic bombs and the plane they were flying in became transparent from the radiation blast.

After serving in the military at 25 years of age he attended San Jose College on the GI bill and started working at IBM as an Electronics Inspector for Floating Head Disks. While working at the

IBM facility he developed operating procedures that improved efficiencies that were implemented at all the IBM plants. While on a trip to the New York IBM headquarters he met Thomas Watson, JR, CEO and became friends where he was invited to his home for dinner and when Mr. Watson was on a business trip to the San Jose IBM facility he had dinner with George and his wife and two children at their home in San Jose.

George desired to work on the Minute Man program and left IBM to start work at Fairchild Semiconductor where his first office was with Bob Noyce and Gordon Moore. While at Fairchild he was selected to set up a Fairchild semiconductor chip manufacturing plant in Hong Kong.

Mr. Cone has worked for many leading technology companies and eventually founded his own semiconductor company which he successfully sold. He has been engaged by VCs to lead the management team of various IP technology companies and this led to him relocating to Seattle, Washington. He recently started another new career in Landscape architecture and has clients in the Pacific Northwest.

Management Summary

Brad Turner, CEO, and President

Mr. Turner has served as lead engagement manager and senior adviser on a variety of cross-border, merchant banking, M&A consulting assignments, creating numerous strategic relationships with Fortune 1000 companies.

Mr. Turner has over 35 years of experience in financial positioning and marketing of start-up companies, sales strategies and implementation of bonds, commodities, funds, insurance products and private offerings with multi-channel online and offline consumer and investor lead generation, and media buying. He has also extensive experience in structuring and operations of businesses as well as call centers that utilize the latest technologies to optimize and support growth strategies.

Mr. Turner started his sales and marketing career in the commercial division of Scott Paper, a Fortune 200 company that was one of the world's largest manufacturer and marketer of paper products with operations in 22 countries.

Mr. Turner is the Founder and CEO of Turner Marketing Group since 1984 that focuses at the nexus of corporate finance, customer acquisition, marketing, and technology. Starting in 2000, he developed campaigns for the mortgage industry delivering the highest quality leads to brokers working nationally and in Southern California at Bank of America, Wells Fargo, Washington Mutual, Metrocities Mortgage. He developed some of the first programs to generate Hispanic mortgage leads online.

Mr. Turner received a Bachelor of Science degree in Business Administration and Marketing from San Diego State University in 1977 and continued his education at the University of California, Los Angeles in Entertainment Financing in 1993. He has been a Rotarian for over 20 years a member of the LA5 Rotary Club of Los Angeles since 1996, and a member of the Sigma Chi Alumni Chapters of Los Angeles and San Diego. He obtained a general securities Series 7 license (inactive) and has a California Real Estate sales license.

Greg McAndrews, Financial Public Relations, Corporate Finance Compliance

Since 1972, Greg McAndrews has served as financial public relations counselor to more than 250 public and private companies.

Mr. McAndrews has personally created more than 300 annual reports; established dozens of investor relations programs and successfully set up strategic plans for raising \$2,173,609,195 in 234 securities engagements.

Mr. McAndrews has represented John De Nigris Associates, Inc. of New York (the first financial public relations firm to be publicly-traded) as an employee and then a partner during this time. Mr. De Nigris retired in March 2000

Prior to joining John De Nigris Associates, NCR Corporation selected Mr. McAndrews to create public relations programs for its newest computer line in 1968. Mr. McAndrews eventually directed all public relations for NCR's largest division. When the division was sold to Control Data Corporation, he was named manager of West Coast public relations.

Mr. McAndrews was awarded a full academic scholarship to the University of Southern California. He graduated from the School of Journalism with a Bachelor of Arts degree. Mr. McAndrews is the author of papers on A 10-Point Public Relations Program for Financial Planners, Sec. 8 Housing Tax Credits and Sec. 29 Oil and Gas Tax Credits. He has been appointed an expert witness regarding advertising and promotion issues in securities sales.

Mr. McAndrews is the current Chairman Emeritus of the National Association of Financial Wholesalers. His affiliations also include the L.A. Police Historical Society and the Trojan Football Alumni Club. Mr. McAndrews is a former member of the Board of Directors of the University of Southern California's President's Circle and is active in university affairs. He is a frequent contributor to securities publications.

Cervantes Lee, Director, Investor Relations

Cervantes Lee is a seasoned real estate investment professional with transaction experience over US\$8 billion. He has a genuine interest in real estate operating business, including students housing, retail chain, restaurant, senior housing, hotel, theater, and career college operations.

He serves as Investment Partner at Red Bridge Capital, an investment operating company on the student housing, focusing Western U.S. universities and colleges with significant international student populations.

Previously, Mr. Lee founded Cambridge Realty Investors in 2012 with the guidance of his former employer, Dr. Robert Zerbst (Chairman Emeritus of CBRE Global Investors, a \$100 billion investment manager). At CRI, he has evaluated over \$1.0 billion transactions on shopping center, restaurant business, multifamily, senior housing, hotel, and post-secondary school investments, including serving as investment officer for Panda Restaurant Group.

Cervantes worked for CBRE Investors at Los Angeles in 2008-2012, as Deputy Fund Manager for the Strategic Partners Asia II Fund, a US\$400 million value-added fund with focus in China and Japan, of which AuM peaked at US\$1.5 billion. CalSTRS was the lead investor for the Asia Fund. He was the lead underwriter for CBRE's acquisition of ING REIM Asia in November 2011, a \$5.1 billion portfolio (part of the global ING REIM acquisition at \$59.8 billion). He is also Asia capital relationship manager at CBRE Investors for China Life Insurance, Taiwan-based insurers and Taiwan Public Pensions.

Mr. Lee served as investment manager for AIG Nan Shan Life Insurance in 2004-2007, where he completed \$800 million equity investment in properties valued at approximately US\$ 1.3 billion assets (valued at 3x multiple today). He began his career with Credit Lyonnais Securities Asia,

Colony Capital, and Arthur Andersen's Global Corporate Finance. He also spent two years as second lieutenant of transportation in Taiwan Navy.

Mr. Lee received a Master of Science degree in Real Estate Development from MIT (2008), an MBA in Finance (1999) and a BA in Economics (1997) from National Taiwan University.

He has designations in Certified Commercial Investment Member (CCIM) and all five ICSC designations (CRX, CDP, CSM, CLS, CMD) from International Council of Shopping Centers. He owns a California Real Estate officer license and senior housing RCFE Administrator license. He also holds a Executive Certificate of Home Modifications, awarded by USC Gerontology School. He currently serves as President-Elect for 2017-2018 of MIT Club of Southern California. He lives in West Covina with his wife and two young children.

Bryan Lemster, CTO

Bryan Lemster is President of Halcyon Innovation, LLC., a web and mobile development firm. For the last ten years Bryan has engaged in largescale development projects including social networks, streaming media sites, and mobile application development including the iPhone and Android platforms. He has over ten years of development and project management experience. Previously, he worked at one of the largest software companies, Computer Associates, at the headquarters in Long Island, NY as a lead engineer on new development projects. He graduated from the University of Southern California with a Bachelor of Science in Computer Science and a minor in Business. He currently resides in Los Angeles.

Rana Gujral, Technology, China – Silicon Valley Partnerships

Rana Gujral is an Entrepreneur, Executive, and Investor. In 2014, he founded TiZE, a Cloud software for specialty chemicals, and held the role of CEO until his exit in 2016. He is currently leading Smart Home Initiatives at Logitech and an advisor to several startups. Rana is a contributing columnist at TechCrunch and Forbes and was awarded the 'Entrepreneur of the Month' by CIO Magazine and the 'US-China Pioneer' Award by IEIE 2017. He was listed among Top 10 Entrepreneurs to follow in 2017 by Huffington Post and is a sought after international speaker. Rana has most recently been a featured speaker at the World Government Summit in Dubai, the Silicon Valley Smart Future Summit 2017, and IEIE 2017 in New York.

Rana holds degrees in Management, Finance, and Engineering from MIT Sloan, UMass, and TACK U.K. Prior to TiZE, Rana was recruited to be a part of the core turnaround team for Cricut Inc. At Cricut, Rana led the initiative to build a first of its kind, innovative product for the DIY community and prompted the turnaround of Cricut's EBITDA position from bankruptcy to profitability within a span of 2 years. Previously, Rana held leadership positions at Logitech S.A. and Kronos Inc., where he was responsible for the development of best-in-class products generating billions in revenue and contributed towards several award-winning engineering innovations.

Rana has earned a variety of personal and product awards and has been featured in TechCrunch, Forbes, Inc magazine, Huffington Post, Fast Company, NBC, Fox and CBS.

Ryan Turner, Writer, Director

Ryan Turner is a freelance writer and director that loves to make people laugh. He created the aptly-named company Ryan Turner Productions and first found acclaim with a comedy music video entitled "I'm Not Gay" – which currently has over 3.5 million views on YouTube.

His next success came with a commercial "Baby's First Word", which went on to be a finalist in the 2015 Doritos Crash the Super Bowl Competition and led to him meeting and working with Richard Branson and Virgin America.

Clients include the Marriott, LinkedIn, and startups. He consistently works with successful YouTube Channels and multi-channel networks such as Awesomeness TV, Full Screen Media, Defy Media, and Makers Studio.

David Kuff, Media & Public Relations

David Kuff is a 25-year marketing and PR expert who has developed successful campaigns for clients and brands including Shell Oil, Texaco, Flower Council of Holland, Marriott Corporation, All Nippon Airways, Asics, Fallbrook Capital, Lido Advisors, CoolCalifornia.org, NEC, U.S. Department of the Navy, and Clean Tech Press, Screen Perks, U.S. Department of Housing and Urban Development, among others.

Case studies include:

- Co-developed largest retail re-branding initiative U.S. history including upgrade of 15,000 Shell locations
- Advertising and PR for Fraud Guard and Affinity Corporation fraud protection software and national database for serving banks and mortgage lenders, resulting in company being sold for \$37 million within six years of inception
- Developed most successful sales brochure in Texaco history
- Developed advertising & PR for Wally Park, positioning a concrete parking structure that has grown into \$300 million in annual revenues with 15 airport locations
- Developed and co-managed largest retail re-brand initiative in U.S. business history including 14,000 locations
- Flower Council of Holland marketing and B2B publicity for increased U.S. sales of fresh flowers by brokers, wholesalers and distributors from \$7 to \$49 million within two years
- Publicity campaign including New York Times editorial feature resulting in U.S. Department of Commerce approval of anti-dumping legislation favoring client and automotive aftermarket industry

Aaron Soderberg, Wealth Management Advisor

Senior investment bankers and securities traders with experience at JP Morgan, Bank of America, Citibank, City National Bank and Cantor Fitzgerald. He has a significant level of relationships with high net worth individuals, family offices, RIAs, funds-of-funds, FINRA broker-dealers, and banks.

BUSINESS OF THE LLC

General

The business of the LLC will consist of the development, financing, production and distribution of the Motion Picture. A Synopsis of the Motion Picture is included as Attachment ___.

Risk Mitigation Structure Features

MANAGEMENT’S OPINION OF INVESTMENT BENEFITS FOR EACH CLASS OF UNITS	BEST NET RETURN	GOOD RETURN VS. RISK	GOOD RISK PROTETION WITH LESS RETURN	BEST STRATEGY TO BALANCE RISK/RETURN
Unit Type	“A”	“B”	“C”	“D” is a Combination of (“A”, “B” “C”)
Total Investment Amount Required from Investors	\$21,750	\$21,750	\$21,750	\$65,250
Initial Amount Due	\$21,750	\$2,175	\$2,175	\$26,100
Balance Due When Milestones Are Met	\$0	\$19,575	\$19,575	\$39,150
Ownership of Iron Ice Film, LLC	3,000	3,000	3,000	9,000
Ownership of MCF, Inc. Common Shares	3,000	1,500	900	5,400
Total Cash Flows to Investors	\$52,566	\$41,180	\$36,569	\$130,314
Total Net Return %	143%	89%	68%	100%
IRR%	26%	24%	16%	23%
Equity in MCF Inc.				
Value at 10X Net Profit in 2024	\$127,542	\$63,771	\$38,263	\$229,576
Value Per Share	\$45.51	\$45.51	\$45.51	\$45.51

Investors in this project are beneficiaries of a financing structure which requires specific milestones to be met before the balance of the monies invested in “B” and “C” Units can be released for film production.

- Only 10% deposit is required to secure subscription.
- Investor funds will be escrowed in an interest bearing savings account at a major bank.
- Only 18% of investors fund can be released from escrow after Minimum Offering is achieved.
- Require guaranteed distributions contracts of 50% or more of the production budget be obtained before balance of escrowed funds can be released.
- Utilize international distribution contracts and investing the Prints & Advertising of the film to negotiate lower domestic distribution fees.
- The film project requires the purchase of a completion bond before principal photography begins, which assures that the completion and delivery of the film to distributors will be achieved.
- The partnerships will purchase key person insurance policy on the life of Brad Turner.
- Hire recognizable talent and experienced production team.
- Implement a comprehensive marketing program to include domestic and foreign theatrical, television (free and pay), cable, home video, soundtrack, merchandising, and licensing

Acquisition of Certain Rights in the Motion Picture

The rights to the Screenplay for the Motion Picture have been contributed by Brad Turner. Mr. Turner has engaged certain Writers to refine the original script concept

Mr. Turner has assigned his option rights to the Screenplay to the LLC. Mr. Turner will be reimbursed for the unreimbursed portion of amounts which he has paid for the option, fees paid to the Writers, or other writers, about rewriting the Screenplay and related costs.

Development and Preproduction of the Motion Picture

Mr. Turner has done substantial development and preproduction work on the Motion Picture, and has already contributed all the results of his development activities respecting the Motion Picture to Brand Builders Holdings, Inc.), which has assigned the same to the LLC. In addition to forming the LLC, Managing Member and Production Company, Mr. Turner has done preliminary location scouting in Minnesota, preliminary budgeting, preliminary casting, and begun identifying key crew. Mr. Turner has assembled a team of industry professionals to assist him with the development of the Motion Picture. Prior to raising the full Offering further development and preproduction work will be paid for with Offering Proceeds from the sale of Class "A" Units and 10% of Offering Proceeds from the sale of Class "B" and "C" Units.

Financing and Production of the Motion Picture

In addition to seeking funding through the sale of Units, the LLC may seek production funds from co-production arrangements and bankable presales of distribution rights. If obtained, funds from these sources will be counted towards the Offering. As described elsewhere the Managing Member will attempt to negotiate terms with the sources of such funds which would permit return of such funds "pro rata" and "pari passu" with the return of funds to the holders of "A", "B", "C" and "D" Units. There can be no assurance that the Managing Member will be successful in this regard. If the sources of these funds require profit participation in the Motion Picture, the Managing Member is authorized to grant same and reduce the Participations which the LLC will retain proportionate to the funding provided from these sources.

The LLC intends to seek funds from the pre-sale of distribution rights in certain foreign markets. If the LLC is successful in selling all the Units and raising the indicated amount from foreign pre-sales, it may seek to negotiate reduced distribution fees from a major distributor by offering to provide funds for prints and advertising required for the domestic theatrical release of the Motion Picture.

As Producer, and the President of MCF and Managing Member of the LLC, Brad Turner is responsible for raising sufficient financing for production of the Motion Picture. He may engage one or more licensed securities brokers to assist in the sale of the Units. He has negotiated understandings with industry professionals, certain of whom will assist him with raising funds, developing the Motion Picture and procuring distribution arrangements for the Motion Picture. As indicated in "Summary of the Offering" and "Use of Proceeds", the Managing Member will authorize the Production Company to grant Production Deferrals to be used by the Production Company to pay for services, supplies and equipment about the development and production of the Motion Picture.

The LLC will enter a Production Services Agreement with Hat Trick Productions, LLC, the Production Company, for production of the Motion Picture (see "Additional Materials Available on Request"). The Production Services Agreement will require that the Production Company deliver a quality finished feature film, shot per the Screenplay, to the LLC under an agreed-on production schedule within the agreed-on budget. The Production Services Agreement will allow the LLC to terminate the Agreement for material breaches by the Production Company. The Production Company is wholly-owned by Brad Turner. Mr. Turner is the Company's President and Chief Financial Officer. The Production Company will enter all contracts respecting the production of the Motion Picture. The Production Company will provide a measure of protection to the LLC because if disputes arise with persons or entities engaged for the production, those disputes should involve the Production Company and not the LLC. The completion and delivery of the Motion Picture by the Production Company will be assured through the purchase of a completion bond (see discussion below).

It is anticipated that principal photography of "Iron Ice" will commence several weeks after the close of this Offering. It is anticipated that after completion of principal photography the process of editing the Motion Picture, preparing the soundtrack and completing laboratory work for the preparation of a final answer print will take up to an additional sixteen weeks.

Purchase of a Completion Bond

The LLC will purchase a completion bond to assure that the Motion Picture is completed and delivered to a distributor within the production budget. The bonding company will review the Motion Picture budget and all key elements and agreements regarding the financing, production and distribution of the Motion Picture. The bonding company will carefully monitor the expenditure of funds from preproduction to post-production to assure that the Motion Picture is delivered to distributors as contracted. If the bonding company believes that the Production Company will be unable to complete the Motion Picture on time, on budget and with the agreed-on key elements the bonding company will assume control of the production and complete the Motion Picture. The bonding company will have the right to recoup any funds expended by it in the production of the Motion Picture immediately following recoupment by the LLC of the Motion Picture's budgeted production costs, and will have a security interest in the Motion Picture to protect its recoupment rights.

Distribution of the Motion Picture

The Motion Picture will be available for distribution and/or to be licensed for domestic theatrical exhibition, domestic and foreign home video distribution, domestic cable/pay television exurbia ton, network and independent television station showings (i.e., non-network affiliated local division stations), foreign theatrical, and television exhibition and to other ancillary markets. Prior to the use of escrowed LLC funds from the sale of "B" and "C" Units the Managing Member must procure Guaranteed Distribution Commitments.

The fees payable to a distributor vary widely depending upon such factors as the distributor's investment in the production or distribution of a film, the markets in which the film is being distributed, the terms respecting recoupment of the distributor's expenses, and the bargaining strength of the producer. Distribution fees are normally a percentage of gross receipts after exhibitors' fees

and expenses. They vary from 40%-50% at the maximum to 15%-20% at the minimum, depending on the amount of a distributor's investment, the markets for which distribution rights are being licensed and its interest in the Motion Picture.

Theatrical Distribution. Generally, the United States theatrical market is the most important market with respect to the profitability of a film. It is important that a feature film develop a high domestic profile, particularly in the top 25-30 markets. Exposure in these markets is measured by the amount of advertising dollars spent to market the film, and the amount of box office receipts generated. Success in these markets will often determine the value of a film in other markets, particularly in the home video, pay television and syndication markets.

Distribution of films to theaters involves the development, supervision and financing of (i) the advertising campaign for the Motion Picture; (ii) the duplication of prints of the Motion Picture; (iii) the booking of the Motion Picture into theaters; (iv) the distribution of prints to theaters; and (v) the collection from exhibitors of the distributor's share of box office proceeds. Exhibitors usually pay a percentage of box office receipts to the distributor, although sometimes a flat fee is paid and sometimes a percentage is paid against a guaranteed amount. Distributors spot-check the business at theaters licensing the film to ensure that appropriate sums are being reported and paid.

Home Video. Domestic and foreign markets for video cassettes and video discs have been growing dramatically. Over 80% of all television households in the United States own VCRs. The estimated number of domestic video rental retail outlets ranges from 25,000 to 40,000.

The basic home video licensing arrangement provides that in return for the right to duplicate and distribute a motion picture on video cassettes or video discs, a home video distributor will retain 15% to 20% of the sales and rental revenues plus an amount sufficient to reimburse its expenses. Alternatively, the video distributor may pay a royalty based on a percentage of wholesale receipts. In either case, the video distributor may provide an advance against expected sales. Films are generally released in this market within four to six months of their initial theatrical release and prior to exhibition on television. Home video royalties are typically generated 90 % the first year of video release and 10% in later years.

Cable/Pay Television. Films are licensed to cable and pay television networks for exhibition during an initial exhibition period generally commencing six to twelve months after initial theatrical release and immediately following the period of video cassette release (usually six months long), and then for subsequent showings. Revenues from this market have also shown significant increases in the last few years.

Network Television and Television Syndication. A limited number of feature films are licensed for broadcast on network television for a limited number of showings during a period which normally commences 24 months after initial theatrical release.

However, revenues from the licensing of feature films to independent (non-network affiliated) television stations has increased materially in recent years. The licensing period for this market generally commences several years after initial theatrical release. Licensing is usually accomplished by independent middlemen (syndicators) who purchase the right to sublicense (syndicate) these films to the independent stations.

Other Ancillary Markets. The right to show the Motion Picture can be licensed to U.S. military installations, domestic and international air carriers, etc. Rights may also be licensed for merchandising purposes, novelization or dramatization of the Screenplay. Music used in a film may be licensed for soundtrack records and tapes, public performance and sheet music publication. The Managing Member has already initiated merchandising activities.

Cross-Collateralization of Markets. If Guaranteed Distribution Commitments are obtained which provide monies paid in advance to the LLC, the distributor is likely to seek the right to utilize revenues from all the above markets to repay the advance and distribution expenses which the distributor incurs prior to the payment of additional amounts to the LLC. Requiring that revenues from one market be used to cover distribution expenses in another market is called cross-collateralization. Cross-collateralization reduces a distributor's risk of loss if a market (the U.S. theatrical market) does not yield sufficient receipts to offset the distributor's fees and expenses. It may also impact the LLC's cash receipts in that the costs of distribution in an underperforming market may be offset against revenues from strong markets.

Allocation of Revenues from Distribution of the Motion Picture Between the LLC and Others

The Member seeks to raise \$19,575,000 from the sale of Units and other sources about production of the Motion Picture, and costs associated with the organization and management of the LLC until the Motion Picture is completed. For a description of the proposed expenditure of Offering Proceeds see "Use of Proceeds."

The LLC has been structured so that the investor Members, assuming the sale of all Units, will receive 99% of LLC Cash Available for distribution in the priority and amount among the "A", "B", "C" Units and "D". The priority of the investing Members respecting the distribution of LLC Cash Available is subject, however, to the payment of the Members' management fee, LLC operating expenses, accounts payable, obligations to outside financing sources, if any, the retention of a \$50,000 operating reserve and payment of Level L Deferrals.

Assuming the sale of all Units, after the return to Members of the amounts provided for and the payment of Level 2 Deferrals, and after the payment of Level 3 Deferrals, the LLC will retain 55 % of LLC Net Film Receipts and pay out 45% of LLC Net Film Receipts to the Production Company. A portion of the LLC Net Film Receipts will be assigned by the Production Company to individuals and entities which provide financing, goods and services to produce the Motion Picture, including the producers, director and writers.

For a graphic presentation of LLC cash flow and cash distribution priorities see "Organization, Management and Structure of the LLC - LLC Cash Flow and Distribution Priorities."

Management of Investment Risk

While investment in the LLC involves risks (see "Risk Factors") the Members have attempted to manage certain of these risks through the following:

- Prior to the commencement of principal photography on the Motion Picture, the LLC will purchase a completion bond to assure completion of the Motion Picture within budget.

- 90% of the Offering Proceeds from the sale of “B” and “C” Units will be escrowed until certain objectives are met, and the LLC has obtained Guaranteed Distribution Commitments.

Employees

As of the date hereof the Managing Member does not intend to hire any full-time employees for the LLC.

Hat Trick, LLC, in its role as the Production Company, will be responsible for hiring all personnel involved in the production of the Motion Picture, including production crew, cast and post-production personnel.

Brad Turner is the Producer.

SUMMARY OF CERTAIN FEDERAL INCOME TAX MATTERS

A more detailed discussion of certain federal income tax matters is included as Attachment ___ which each prospective investor should review carefully as this summary cannot adequately cover the many important tax issues involved in an investment in the LLC. In the event of conflict or apparent, conflict between this summary and this document will control. Furthermore, it is impractical to comment in detail on all aspects of tax laws affecting the tax consequences of an investment in the LLC and, consequently, each prospective investor should consult with such investor's separate tax advisor. Investors are also, encouraged to read the “Risk Factors” section of this Memorandum with respect to tax and other risks to be considered about a purchase of Units.

Classification as a limited liability company. The Sponsor believe that the newly-formed limited liability company will be classified as a LLC for tax purposes because it lacks at least two of the four corporate attributes set forth in applicable IRS regulations. The LLC will not qualify for an IRS ruling as to its LLC classification, but will receive an opinion of counsel respecting its LLC status. See Risk Factors.

Use of Deductions. Deductions allocated from the LLC to a Member may or may not be deductible on such Member's individual tax return depending upon several circumstances, some relating to the LLC and some relating to the individual Member. For example, operations of the LLC may produce portfolio-type income or passive activity-type income/loss depending upon the characterization by the IRS of the LLC's activities and the relationship of the individual Member to those activities. Furthermore, the individual circumstances of the Members will determine whether they are better able to take tax advantage from a portfolio designation or from a passive activity designation.

The impact of several tax rules (including the passive activity rules mentioned above, investment interest limitations, basis limitations and at-risk limitations) will severely impact the timing of the deductibility of losses. Investors should assume that during operation of the LLC they will be unable to deduct losses more than current LLC income and, in virtually all events, deductible losses will never exceed an investor's cash investment in the LLC. Furthermore, if any Limited Member borrows to finance the purchase of a Unit, interest expense incurred about those borrowings will be subject to severe limitations on deductibility.

Taxation of Income. Income of the LLC will be taxed to the Members without regard to whether cash is distributed. Accordingly, in certain circumstances, Members may have tax liability without cash distributions. Investors should assume that all income arising from the activities of the LLC will be taxed as ordinary income even though the LLC may, in certain circumstances, qualify for a more favorable capital gain treatment on the sale of the Motion Picture if such were to occur.

Audit and Administrative Matters. The IRS has been giving increasing attention to the audit of LLCs. If the LLC's returns are audited, the individual returns of the Members are more likely to be audited and, thus, investment in the LLC may increase the chance of audit of non-LLC items on the individual tax returns of Members. With respect to LLC items, audits are conducted at the LLC level, for which the Managing Member will have primary responsibility, although individual Members will have certain rights to participate or seek review. A variety of penalties under the Code may apply to investment in the Units if positions taken by the LLC are successfully challenged by the IRS; these penalties, along with interest on any unpaid tax liability, may aggregate well more than 100% of the actual tax owed.

ERISA Tax Exempt Entities. Any IRA or other plan which is subject to ERISA must carefully consider whether investment in the Units is permitted or appropriate.

Furthermore, any prospective investor which is generally exempt from income tax must carefully consider whether income from the LLC will constitute unrelated business taxable income to such investor. Any prospective investor described in the preceding two sentences should consult both legal and tax advisors prior to investing in the LLC.

ORGANIZATION, MANAGEMENT AND STRUCTURE OF THE LLC

Organization

The LLC was organized in Nevada under the Nevada Uniform Limited Liability Act, as amended ("NULA"). The original Articles of LLC have been amended and restated in their entirety. The LLC will continue until it is dissolved and wound up in accordance with the provisions of the LLC Agreement.

Management

Marketing Completion Fund, Inc. will serve as the Managing Member of the LLC. MCF is a recently-formed Nevada corporation solely owned and controlled by Brad Turner. Brad Turner will also serve as the Individual Managing Member of the LLC.

Under the LLC Agreement the Managing Member is vested with the full power, right and authority to manage the LLC business in all matters and has the sole and exclusive power on behalf of the LLC to control the conduct of the LLC's business. The legal nature of the LLC is such that the Limited Members, if they are to have limited liability as provided in NULA, may take no part in, nor interfere in any manner with, the management or conduct of the LLC's business, other than engaging in those activities expressly allowed under NULA.

The Managing Member will provide all supervisory and administrative services for the LLC's operations (other than the distribution of the Motion Picture). The Managing Member will receive \$50,000 per year for the first two years of the LLC's operations following completion and delivery of the Motion Picture. For subsequent periods the Managing Member will determine the amount of its compensation, which shall be fair and reasonable depending on services provided and shall not exceed \$100,000 unless the Managing Member is materially involved in the distribution of the Motion Picture, exploitation of merchandising rights, etc.

Summary of LLC Agreement

The following is a summary of certain provisions of the LLC Agreement. In the event of a conflict or apparent conflict between such description and the full text of the LLC Agreement, the full text will control.

(a) Units. For a description of the "A", "B", "C" and "D" Units being offered see "Description of Units Offered."

(b) Allocation and Distribution of Cash, Profits, Income and Losses. Section ___ of the LLC Agreement describes and defines the concept of "Cash Available." Cash Available will equal the cash receipts of the LLC in each year less amounts necessary to satisfy LLC operating expenses, accounts payable and other obligations of the LLC, including the Members' management fees, Level 1 Deferrals and to provide a working capital and contingencies reserve of up to \$50,000. Assuming the sale of sufficient Units and subject to the Managing Member's right to retain such a reserve and pay the amounts previously described, the LLC will distribute Cash Available from the prior year's operations 45% to the Managing Member and 55% to the investing Members. Such distribution will be made quarterly as soon as cash flow allows after the close of the Offering in accordance with the Members' respective Percentage Interests and the priorities respecting "A", "B", "C" and "D" Units described in "Summary of Offering," later in this section under "LLC Cash Flow and Distribution Priorities," and "Description of Units Offered."

The LLC Agreement describes and defines the concept of "LLC Net Film Receipts." LLC Net Film Receipts equal the cash receipts of the LLC in each fiscal year after expenses of production, distribution and managing the LLC have been paid (including accounts payable, advances, Members' management fees, LLC debt, production financing and all Production Deferrals), reserves have been retained and the holders of "A", "B", "C" and "D" Units have received distributions of Cash Available in accordance with the priorities and amounts allocated to the respective holders of "A", "B", "C" and "D" Units. The Managing Member may allow Participations in LLC Net Film Receipts to certain individuals for producing the Motion Picture and for compensating persons and entities participating in financing, producing and distributing the Motion Picture, or providing consulting services to the LLC or the Members.

See graphic presentation of "LLC Cash Flow and Distribution Priorities" in this section.

For income tax purposes, net income or loss, all items of income or gain, and all items of loss, deduction and credit of the LLC shall be allocated among the Members in accordance with their respective Percentage Interests.

(c) **Transferability of Interests.** Except as provided in the LLC Agreement, the Members may not assign, sell or otherwise dispose of their interests as Members, or enter any agreement because of which any person or entity may become a Member with them or in their place.

The Members may not assign, pledge, mortgage, sell or otherwise dispose of their respective interests in the LLC, nor substitute assignees in their respective places, except as provided in Section the LLC Agreement. The LLC Agreement sets forth certain conditions which must be met for such assignment or transfer, and provides that Units may be transferred only with the consent of the Managing Member which may be withheld in its sole and absolute discretion. In no event, will the Managing Member give its consent absent an opinion of counsel that a proposed assignment will not violate the Act or applicable State Laws.

(d) **Dissolution and Liquidation.** The LLC shall continue until December 31, 2068 unless dissolved upon (a) 90 days' notice of dissolution by a Member, (b) the bankruptcy of either Member, or the making of a general assignment for the benefit of creditors by a Member, entry of an adverse judgment against a General Member with a levy of execution thereon returned unsatisfied, or having similar orders entered against a Member, (c) an assignment by a Member of its LLC interest in violation of the LLC Agreement, or (d) upon the sale by the LLC of substantially all of its rights in and to the Motion Picture, and substantially all other assets. In the event of the dissolution of the LLC, the LLC will be wound up and terminated unless the continuing or remaining Member(s) (if any) elects to reconstitute and continue the LLC without the Member(s) which was affected by one of the events stated above. The LLC also may be reconstituted and continued in the case where there is no remaining Member upon the agreement of all Limited Members to continue the LLC. In the case of any continuation of the LLC after a dissolution, the LLC is required by the LLC Agreement to purchase the interest of any departing Member.

Upon dissolution of the LLC, the Managing Member will wind up the affairs of the LLC. LLC assets, including proceeds from the liquidation of assets, shall be applied in the following order of priority:

- (i.) To repay debts and liabilities of the LLC to creditors other than Members, excluding holders of Production Deferrals, and to pay expenses of liquidation and winding up;
- (ii.) To pay Level 1 Deferrals, if any;
- (iii.) To set up reasonable reserves, if any, deemed necessary to provide for contingent liabilities of the LLC;
- (iv.) To repay debts and liabilities of the LLC to Members, other than for their interest in capital and income;
- (v.) To the distribution to Members of their respective proportionate interests in LLC Cash Available so that total distributions to Limited Members from inception are in the amounts indicated elsewhere for the holders of "A", "B", "C" and "D" Units, and to pay Level 2 Deferrals pro rata and simultaneously with such distributions to Members;

- (vi.) To pay Level 3 Deferrals, if any; and
- (vii.) To the distribution to holders of Participations in LLC Net Film Receipts in accordance with such Participations, and simultaneously to Members in accordance with their respective Percentage Interests.

(e) Amendment of LLC Agreement. The LLC Agreement may be amended pursuant to a procedure which allows the Managing Member to propose an amendment to the Limited Members. If written objection to such proposal is received from 75% by Percentage Interest or more of the Members, the Managing Member may call for a vote of the Limited Members on such matter by written solicitation of proxies or may call a meeting of the Limited Members and may solicit proxies about such meeting. In the event a Limited Member does not respond to such solicitation within 20 days, that Limited Member is deemed to have granted to the Managing Member his, her or its proxy to vote as the Managing Member determines on the amendment. Except as specified in the LLC Agreement, amendments require the approval of the Members and a majority in interest of the Members. If fewer than 75% by Percentage Interest of the Limited Members object to a proposed amendment, the amendment is deemed to be approved.

(f) Right to Remove a Member. Section 8.3 of the LLC Agreement permits the removal of a Member by vote of 75%, by Percentage Interest, of the Members (if such removal is proposed before Guaranteed Distribution Commitments are obtained there must first have been a determination of fraud, intentional wrongdoing or gross negligence by the Member being removed). Such removal, if undertaken by the Limited Members, would result in either (1) the termination and winding up of the LLC, or (2) the continuation of the LLC with the non-removed Members or a newly appointed Member followed by the purchase of the removed Member's Percentage Interest by the LLC as described in Article 8 of the LLC Agreement. The Units held by a Member, if any, being removed shall be counted in determining whether the 75 % requirement has been met.

(g) Compensation to the Members for Services. In addition to their share of LLC income and cash distributions under the LLC Agreement, the Members are entitled to receive compensation for the performance of their management services after the completion of the Motion Picture as previously described.

(h) Conflicts of Interest and Other Activities of Members. Any Member and any entity in which any Member has an interest may engage in or possess any interest in any other ventures or businesses of any nature or description, regardless of whether such other ventures or businesses compete with the business of the LLC or of any other Member. The Managing Member, on behalf of the LLC, may employ persons or corporations to perform services for or on behalf of the LLC although any Member may have, directly or indirectly, an interest in any such firm or corporation and notwithstanding the fact that a Member or a member of a Member's family is employed by or interested in, or connected with any such person, firm or corporation. Such transactions or business relationships with related or affiliated parties shall, however, be commercially reasonable.

(i) Voting by Limited Members: Meetings. With respect to votes, consents, ratifications, or actions on the part of the Members which are required or permitted by the LLC Agreement such may be obtained by written action or a meeting of the Members. Regular meetings of the Members are not required or anticipated. The Managing Member may call meetings of the Members upon written notice. Attendance at the meeting may be in person or by proxy. A majority by Percentage Interest of

the Units outstanding, represented in person or by proxy, constitutes a quorum for the transaction of business at any meeting. A majority by Percentage Interest of the Units present is sufficient for the taking of action at a meeting, unless the LLC Agreement requires a higher percentage for that action. Any action which may be taken at a meeting of the Members may be taken without a meeting upon execution of a written consent signed by that number of Limited Members, or on their behalf by proxies, sufficient to take the action if a meeting had been held.

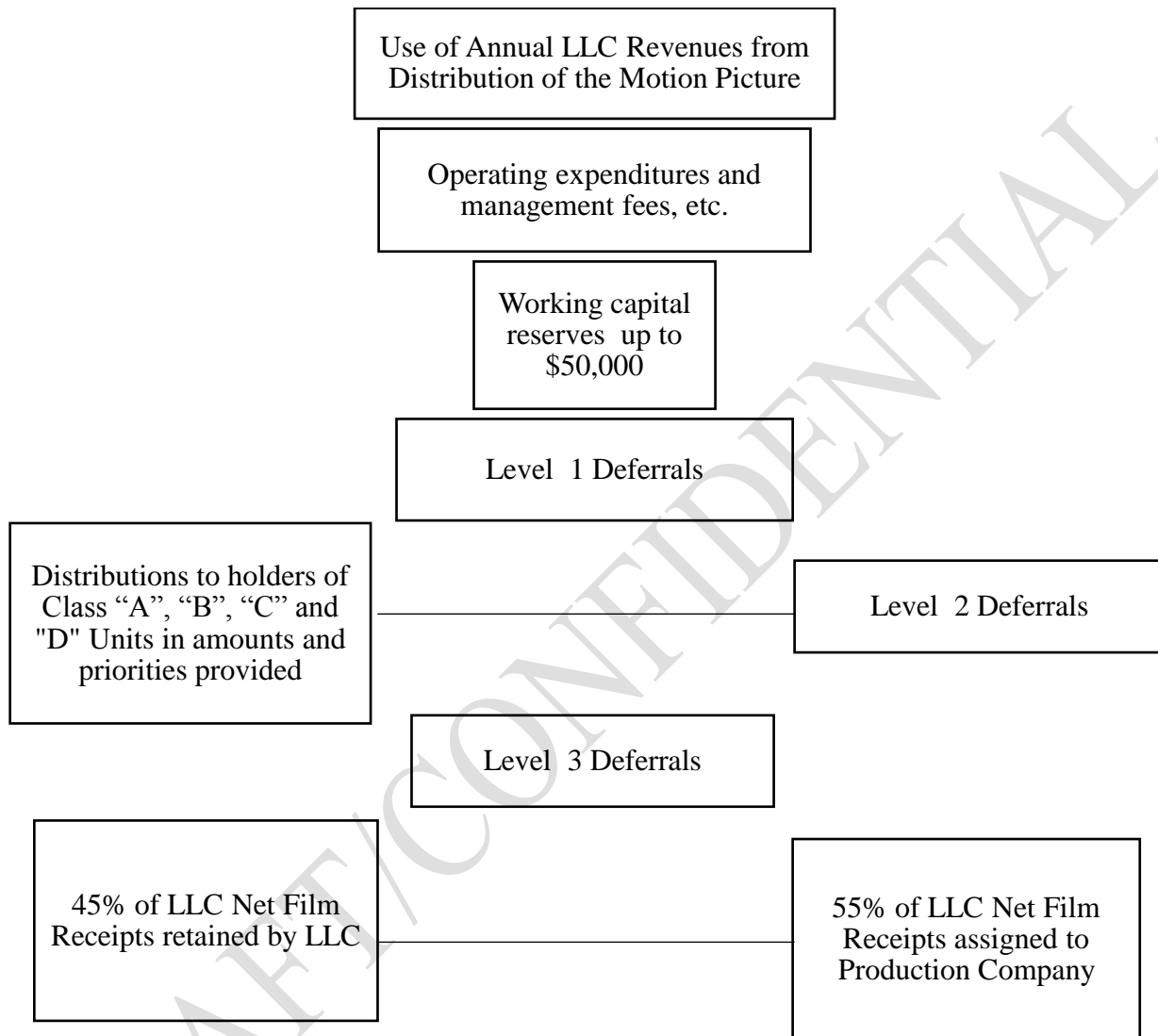
The LLC Agreement allows the Managing Member to solicit proxies appointing the Managing Member as proxy of the Limited Members for purposes of attending a meeting or taking written action on any proposal. If proxy is returned executed the Managing Member may act in accordance with the authority granted. If within 20 days after the mailing of a solicitation for proxies, the Managing Member has not received a response from a Member, such Member is deemed to have granted the proxy requested to the Managing Member and the Managing Member may thereafter proceed as if it had received an executed proxy from such Member. Any proxy granted or deemed to be granted to the Managing Member may be revoked at any time prior to the taking of the action for which the proxy was granted or deemed to be granted by written notice from the affected Member delivered to the Managing Member.

(j) Reports. Within 90 days after the end of each calendar year, the Managing Member is required to deliver to all Members accurate and complete financial statements, including a balance sheet, profit and loss statement, a statement showing the Capital Accounts of each Member, and the amounts of net income and net loss reportable for federal income tax purposes, including all IRS required reports and, if relevant, statements showing the computations for determining Cash Available and its distribution, and LLC Net Film Receipts and payment of Participations. During the first two years after completion of the Motion Picture the Managing Member is also required to make interim semi-annual reports respecting the financial condition and business of the LLC.

(k) Books, Records and Accounts. The Managing Member is required to maintain accurate and complete books and records for the LLC. For proper purposes, all Members shall have full access and right to inspect, examine and copy (at their expense) such books at all reasonable times upon five (5) business days' written notice to the Managing Member. The Managing Member is required to open and maintain in the name of the LLC separate bank accounts for the LLC in which must be deposited all monies of the LLC and no other monies.

LLC Cash Flow and Distribution Priorities

The following chart illustrates the flow of revenues through the LLC and the priorities for distribution of such revenues.



Rights and Preferences of Units:

Dividend Rights: Persons acquiring Units in this Offering ("Unitholders") will be entitled to the following distributions:

1. Tax Distributions. All owners of the Company and Members will receive distributions equaling their estimated federal income tax liability (roughly 35%) on taxable income generated by the Company ("Tax Distributions"). The Tax Distributions will be paid to Members quarterly out of operating cash flow on a pro rata basis. Because MCF is a "C" Corporation, distributions will be made AFTER corporate taxation while the "Iron Ice" film itself is a limited liability company, Members will be taxed on a pass-through basis for their individual pro rata shares of the Company's taxable income. The purpose of the Tax Distributions is to provide funds to Members to pay their share of the federal income tax. Members will also be sent IRS Form K-1 on an annual basis to enable tax preparers to compute and pay the tax.

2. Preferential Return Features.

Each Membership will begin to receive distributions upon cash flow of pre-production merchandising, advances on distributions and net film receipts payable to the LLC. Cash distributions will begin six months after a total of \$350,000 in net proceeds from all "Iron Ice" film revenue streams are achieved. However, interest will accrue for investors in each category of Units upon acceptance as a Member (Unitholder).

- a) After Tax Distributions, "A" Unitholders will receive a Preferential Return each year of 8% of the principal amount of their investment in the "Iron Ice" film (less any prior distributions other than Tax Distributions). The Preferential Return will be paid out of cash available for distribution, on a quarterly basis, but only until the Unitholders' principal investment is returned in full. After their capital is returned, Unitholders will receive distributions on a pro rata basis with all other Members, with no preference. In the event distributions (other than Tax Distributions) are not made in any quarter, the Preferential Return payable in that quarter (2%) will accrue to the next quarter, such that the Company will pay current and accrued preferred returns out of cash available for distribution before making any other distribution, except Tax Distributions.
- b) After Tax Distributions, "B" Unitholders will receive a Preferential Return each year of 6% of the principal amount of their investment in the "Iron Ice" film (less any prior distributions other than Tax Distributions). The Preferential Return will be paid out of cash available for distribution, on a quarterly basis, but only until the Unitholders' principal investment is returned in full. After their capital is returned, Unitholders will receive distributions on a pro rata basis with all other Members, with no preference. In the event distributions (other than Tax Distributions) are not made in any quarter, the Preferential Return payable in that quarter (1.5%) will accrue to the next quarter, such that the Company will pay current and accrued preferred returns out of cash available for distribution before making any other distribution, except Tax Distributions.
- c) After Tax Distributions, "C" Unitholders will receive a Preferential Return each year of 4% of the principal amount of their investment in the "Iron Ice" film (less any prior distributions other than Tax Distributions). The Preferential Return will be paid out of cash available for

distribution, on a quarterly basis, but only until the Unitholders' principal investment is returned in full. After their capital is returned, Unitholders will receive distributions on a pro rata basis with all other Members, with no preference. In the event distributions (other than Tax Distributions) are not made in any quarter, the Preferential Return payable in that quarter (1%) will accrue to the next quarter, such that the Company will pay current and accrued preferred returns out of cash available for distribution before making any other distribution, except Tax Distributions.

d) "D" Units will receive a combination of all of the above Tax Distributions at the same time as each of the "A", "B" and "C" Unitholders.

3. Priority Distribution Feature. After Tax Distributions and payment of the Preferential Return, any other distributions made in a quarter will be allocated 2% to "A" Unitholders, "1.5% to "B" Unitholder, 1% to "C" Unitholders and a combination of all of the "A", "B" and "C" Unitholders: but only until each Unitholders' principal investment is returned in full. Both Preferential Returns and Priority Distributions will be applied to reduction of capital. After their capital is returned, Unitholders will receive distributions on a pro rata basis with all other Members, with no preference.

4. Special Equity Holder Investment Preference Feature. Holders of equity Common Shares in Brand Builders will be entitled to invest in subsequent LLC Offerings by the Company at 85% of the offering price to the public on a subscription basis with a preference deadline of 30 days before the Effective Date of such Offering. Common Shareholders will be under no obligation to make any investment in any future proposed securities offering. The decision to not invest in any subsequent offering does not preclude the investor from taking advantage of an initial Common Shareholders preference any other subsequent securities offerings.

5. Cash Available for Distribution. Notwithstanding anything set forth above, Equity Holders in MCF and Members in the "Iron Ice" film are not entitled to receive any distributions except when and as declared by the Company's manager, at his sole discretion, and out of funds legally available. There is no guarantee that any distribution will ever be made, that any distribution will be made in any quarter, that the amount of any quarterly distribution will be sufficient to pay the full amount of Preferential Return accruing for that quarter, that the Company will have funds legally available for distribution to Unitholders, or that the Company will have cash available for distribution after allocating for operating expenses, working capital, and prudent reserves. The Company currently believes it will distribute 75% of all available cash not needed in the business, after Tax Distributions to all Members. In the event distributions are declared, but only in such event, Unitholders will be given the preferences set forth above.

e) Conversion from Priority Distribution to Percentage of Cash Flow. Once the "A" investors receive an Internal Rate of Return ("IRR") of 30%, they will receive 60% of the funds available for distribution for the life of the LLC. Once the "B" investors receive an Internal Rate of Return ("IRR") of 20%, they will receive 25% of the funds available for distribution for the life of the LLC. Once the "C" investors receive an Internal Rate of Return ("IRR") of 10%, they will receive 15% of the funds available for distribution for the life of the LLC. "D" Unitholders will receive the Internal Rate of Return at the same time as each of the "A", "B" and "C" Unitholders.

Liquidation Preference: None.

Dilution: Ownership interests in the Company will be diluted based on further Offerings and sale of LLC units by the Company. There are no preemptive rights.

Voting Rights: Yes, as set forth in the Operating Agreement of the Company.

Protective Provisions: Nevada law permits the Manager of the Company to amend the operating agreement, admit new Members (owners), approve new financing, and many other matters without approval of the members. There are no protective provisions. You are strongly encouraged to read and understand the Operating Agreement.

OFFERING PLAN

The LLC, through the Managing Member and the Placement Agent, is offering to sell Class “A”, “B”, “C” and “D” Units at \$7.25 each. Fractional Units may be made available in the discretion of the Managing Member. Each subscriber per Unit subscription will be due and payable at the time of delivery to the LLC of an executed Subscription Agreement Including Investment Representations.

The Managing Member and Affiliates are not licensed as securities brokers or dealers under state or federal law and will receive no commissions or fees for the sale of any Units. The Managing Member will seek to engaged licensed securities brokers, and may engage investment banking firms and/or finders, to assist it in the sale of Units”. Commissions due will be fully paid on the sale of “A” Units. Commissions on the sale of “B”, “C” and “D” Units initially will be paid only on funds immediately available to the LLC. The balance of the commissions due on the sale of “B”, “C” and “D” Units will be paid when certain milestones have been achieved. Proceeds will remain in escrow until Guaranteed Distribution Commitments have been obtained.

The Offering of Units will terminate on the earlier of the following:

- Sale, or commitments for the sale, of all Membership Units; or
- Failure of the LLC to close the Offering by December 31, 2019 unless extended; or
- Any date prior to completion of the Offering as the Managing Member deems appropriate.

Further, there is no Minimum Offering, but if the Guaranteed Distribution Commitments have not been obtained by December 31, 2019, all escrowed Proceeds shall be returned to investors, with interest. In the event, escrowed Proceeds are returned, investors shall remain Limited Members of the LLC with respect to invested funds utilized by the LLC.

The Managing Member will forward all payments received from the sale of “B”, “C” “D” Units for deposit in an escrow account at _____. Ninety percent of such Proceeds will be

held pursuant to the terms of escrow agreements (which will be provided to investors for review about their investment), pending obtaining of Guaranteed Distribution Commitments. Ten percent of the Proceeds from the sale of “B” and “C” Units will be immediately transferred to the LLC's checking account to be used by the Managing Member.

Once certain Offering Proceeds are released from escrow, holders of Class “A”, “B”, “C” and “D” Units will bear their pro rata share of all LLC expenditures, regardless of when made.

Units are being offered only to Accredited Investors pursuant to an exemption from the registration provisions of the Act and applicable provisions of the laws of the states listed on Attachment A. Investors must make representations and warranties concerning their financial condition, financial and business experience, and access to information concerning the LLC set forth in the Subscription Agreements including Investment Representations which will be made available to them and which they must execute at the time they make their investment.

CAPITALIZATION

The following table summarizes the LLC's General and Limited LLC Interests currently outstanding and as adjusted for the sale of all the Interests offered hereby:

	Currently Outstanding	As Adjusted
Member Interests		
“A” Units	\$0.00	\$ 3,625,000
“B” Units	\$0.00	\$ 6,525,000
“C” Units	\$0.00	\$ 3,625,000
“D” Units	\$ Undetermined	\$ Undetermined

PENDING LITIGATION

There are no legal proceedings pending or, to the best of the LLC's knowledge, threatened to which the LLC or Managing Member and Affiliates are or may be a party or to which any of its property is or may be subject.

ATTACHMENTS

The Attachments to this Offering Memorandum are deemed to be a part hereof.

ADDITIONAL MATERIALS AVAILABLE ON REQUEST

The following items are considered material or informative with respect to the Units being offered hereby, and, upon request made to the Managing Member, specifying the items desired, will be made available to Offerees during this Offering:

1. Form of Production Services Agreement between the LLC and Hat Trick Productions.
2. Form of Agreement and Assignment of certain Screenplay option rights between Brad Turner and the LLC.
3. Information regarding, and credits of, certain cast and production personnel (as available).
4. Agreements between the Production Company and Brad Turner, the Producer of the Motion Picture.
5. Detailed production budgets for the Motion Picture.

INDEMNIFICATION

The LLC Agreement (in the case of MCF and Brad Turner) and the Production Services Agreement provide that the LLC shall indemnify each entity (and its officers and directors) against any expenses (including reasonable attorneys' fees), claims or liabilities incurred by the Managing Member in performing their duties as Managing Member, or about the business of the LLC, and Hat Trick Productions, LLC (and its officers and directors) about Hat Trick's performing its duties in producing the Motion Picture; provided, however, that such indemnification shall not apply in the event of fraud, intentional wrongdoing, or gross negligence by the Managing Members.

It is anticipated that selling agreements with licensed brokers will contain reciprocal covenants of indemnity pursuant to which the broker and the LLC agree to indemnify each other against specified liabilities which may arise out of or be related to the Offering, including liabilities under the Act and applicable State Laws.

The Escrow Agreements for "A", "B", "C" and "D" Unit Offering Proceeds with _____ require that the LLC indemnify the Bank for any loss, damage, claim, charge, liability or expense, including attorneys' fees incurred, arising out of or about serving as escrow agent unless occasioned by _____ Bank's gross negligence or willful misconduct.

GLOSSARY

"A" Units: Up to 500,000 Units in the LLC at \$7.25 each as to which 100% of Offering Proceeds are escrowed at _____ pursuant to an Escrow Agreement provided to each "A" Unit investor at the time of investment, and 0% of Offering Proceeds are available for other purposes. Upon the initial raise of \$275,000 (The Minimum Offering), escrowed funds will be available for transfer to escrow accounts at talent agencies to secure key talent. Release of escrowed funds is contingent upon obtaining of Guaranteed Distribution Commitments. "A" Unitholders will receive an 8% Preferred Return from Cash Available paid to the LLC, plus a pro rata share of

400,000 Common Shares of Marketing Completion Fund, Inc. based on percent of the Units invested in.

Accredited Investor: Persons and entities defined as accredited investors in Rule 502(c) of Regulation "D" under the Act. See page __ of this Offering Memorandum.

Act: The Securities Act of 1933, as amended.

Ancillary Rights: A term referring to rights sold in all markets for the Motion Picture excepting domestic and foreign theatrical, television and home video.

"B" Units: Up to 900,000 Units in the LLC at \$7.25 each as to which 100% of Offering Proceeds are escrowed at _____ pursuant to an Escrow Agreement provided to each "B" Unit investor at the time of investment, and 10% of Offering Proceeds are available for other purposes. Upon achievement of certain milestones, escrowed funds will be available for transfer to escrow accounts at talent agencies to secure key talent. Release of escrowed funds is contingent upon obtaining of Guaranteed Distribution Commitments. "B" Unitholders will receive a 6% Preferred Return from Cash Available paid to the LLC, plus a pro rata share of 300,000 Common Shares of Marketing Completion Fund, Inc. based on percent of the Units invested in.

Cash Available: Cash receipts of the LLC reduced by incurred expenses of the LLC, capital or operating, Level I Deferrals and up to a \$50,000 reserve for working capital.

"C" Units: Up to 500,000 Units in the LLC at \$7.25 each as to which 100% of Offering Proceeds are escrowed at _____ pursuant to an Escrow Agreement provided to each "C" Unit investor at the time of investment, and 10% of Offering Proceeds are available for other purposes. Escrowed funds will be available for transfer to escrow accounts at talent agencies to secure key talent. Release of escrowed funds is contingent upon obtaining of Guaranteed Distribution Commitments. "C" Unitholders will receive a 4% Preferred Return from Cash Available paid to the LLC, plus a pro rata share of 200,000 Common Shares of Marketing Completion Fund, Inc. based on percent of the Units invested in.

"D" Units: A combination of all the benefits of Units "A", "B" and "C" described herein.

Guaranteed Distribution Commitments: A term referring to either (i) the procuring of bankable presale commitments from one or more distributors for foreign or other distribution rights, or (ii) the procuring of distribution commitments from one or more established distributors for all or a portion of the distribution rights to the Motion Picture. "Bankable" means that the commitment is acceptable as collateral against which the accepting bank will lend a certain percentage of the face value of the commitment. "Bank" means a bank or other commercial financial institution regulated by the Federal Reserve System or Comptroller of the Currency of the United States. Commitments must be in United States dollars.

Hat Trick Productions, LLC: A Nevada LLC organized to serve as the Production Company.

Individual Managing Member: Brad Turner.

IRC or Code: Internal Revenue Code of 1986, as amended.

IRS: Internal Revenue Service.

Level 1 Deferrals: A term referring to obligations which must be paid from cash receipts of the LLC after operating expenses, operating reserves and accounts payable and before distributions of Cash Available are made to Partners.

Level 2 Deferrals: A term referring to obligations which may be paid from cash receipts of the LLC simultaneously and pro rata with the distribution to the Partners of their specified distribution amounts.

Level 3 Deferrals: A term referring to obligations which may be paid from cash receipts of the LLC after the distribution to the Partners of their specified distribution amounts.

LLC Agreement: The Amended and Restated Articles of Limited LLC.

LLC Member: Owner of a Unit featuring an interest in the Limited Liability Company (LLC).

LLC Net Film Receipts: A term referring to annual cash receipts of the LLC after deducting LLC cash expenses, a reserve for working capital of up to \$50,000, payments of Production Deferrals, and after Partners have received their specified aggregate distributions.

Maximum Offering: Offering Proceeds from the sale of Common Stock/Limited LLC Interests and bankable pre-sales of distribution rights and/or territories, and/or co-production arrangements aggregating \$14,500,000.

Member: (See “LLC Member” above.)

Motion Picture: The feature-length motion picture entitled “Iron Ice” to be produced for the LLC by Hat Trick Productions, LLC.

NULPA: Nevada Uniform Limited LLC Act, as amended.

Nontheatrical Distribution: A term referring to the rental and sale of the Motion Picture for use for exhibition other than in commercial movie theaters before paying audiences.

Offering: The offering of Units pursuant to the Offering Memorandum dated January 10, 2018, as amended or supplemented.

Offering Proceeds or Proceeds: Proceeds from the sale of Units.

Participations: Percentage allocations of LLC Net Film Receipts.

Percentage Interests: The percentage ownership of Members’ interests in the LLC.

Production Company: Hat Trick Productions, LLC, which will produce the Motion Picture with the LLC.

Production Deferrals: A term referring to Level 1, 2 and 3 Deferrals.

Screenplay: The screenplay developed from a story by Brad Turner and written by Ryan Turner and Jesse Peppe for the feature-length motion picture currently entitled “Iron Ice”.

State Laws: State securities laws.

Theatrical Distribution: A term referring to distribution to that domestic or foreign market for the Motion Picture comprised of commercial movie theaters, or other exhibition situations where individual members of the public pay to view the Motion Picture.

Turner, Brad: Producer of the Motion Picture; officer, director and sole shareholder Marketing Completion Fund, Inc. and of Hat Trick Productions; officer, director and the Managing Member of the LLC.

Units or Interests: Units of LLC ownership (“A”, “B”, “C” or “D” Units)

DRAFT/CONFIDENTIAL

Exhibits

DRAFT/CONFIDENTIAL

Iron Ice Film Budget (\$10 Million)

Acct #	Category Title	Total
1100	Continuity	194,150
1200	Producers Unit	649,300
1300	Direction	325,900
1400	Cast	1,990,655
1500	Travel & Living	351,403
Total Fringes		263,869
TOTAL ABOVE-THE-LINE		3,775,277
2000	Production Staff	313,752
2100	Extra Talent	217,050
2200	Art Dept	101,450
2300	Set Construction	220,750
2400	Set Striking	15,500
2500	Set Operations	191,014
2600	Special Effects	38,050
2700	Set Dressing	220,210
2800	Property	184,875
2900	Wardrobe	230,548
3100	Makeup & Hair	64,485
3200	Lighting	182,360
3300	Camera	202,850
3400	Sounds	52,280
3500	Transportation	387,949
3600	Location	500,918
3700	Film & Lab	148,390
3900	Rehearsals	70,600
4000	Second Unit	29,550
4100	Tests	3,000
4200	Facilities	1,000
Total Fringes		163,763
TOTAL PRODUCTION		3,540,344
4500	Film Editing	362,925
4600	Music	275,000
4700	Post Prod Sound	190,400
4800	Film & Lab	106,086
4900	Titles	100,500
Total Fringes		20,412
TOTAL POST PRODUCTION		1,055,323
6500	Publicity	66,500
6800	General Expense	186,200
8800	Delivery Charges	100,000
Total Fringes		922
TOTAL OTHER		353,622
Total Below-The-Line		4,949,289
Total Above and Below-The-Line		8,724,566
Completion Bond		294,837
Contingency		849,457
Insurance		131,155
GRAND TOTAL		10,000,015