

SUMMARY OF THE OFFERING

The following summary is qualified in its entirety by the detailed information appearing elsewhere in this Memorandum. Each prospective investor and his offeree representatives should carefully read this Memorandum in its entirety and should not rely solely on this summary.

Manager:	Ted Rivera
LLC:	WYLD WEST FILM VENTURES, LLC 30 N Gould Street, Ste. R Sheridan, WY 82801 (307) 761-0580 E-mail: mgr@wyldwest.us
State and Date of Organization:	A Wyoming Limited Liability Company formed on October 13, 2020
LLC Term:	The LLC will continue until ten years from the date of its inception, the sale of all its assets, or the occurrence of certain other events. (See Operating Agreement attached hereto).
Tax Ruling:	The Manager has not applied for a tax ruling from the Internal Revenue Service (the "Service") that the LLC will be taxed as a partnership and not as an association taxable as a corporation for federal income tax purposes. The Manager has not requested an opinion of counsel regarding such matters. (See "RISK FACTORS" and "FEDERAL INCOME TAX CONSEQUENCES".)
LLC's Objective:	To arrange for completion of pre-production and financing for a color motion picture tentatively entitled "Lord Timmy & The Mystery of the Last Master" (the "Motion Picture"), a feature film written by Ted Rivera. (See "DESCRIPTION OF THE MOTION PICTURE.") These objectives have the potential of providing cash distributions to the Members in excess of their Capital Contributions. There is no assurance that any or all of these objectives will be obtained. It is not expected that the LLC will generate federal income tax losses of any substantial amount in the initial years of the LLC or thereafter.

The Project:	Any and all rights of the LLC and any and all other agreements related to the Motion Picture are referred to herein as the "Project". On the Closing Date, the LLC will enter into an agreement with the Manager pursuant to which: (i) the Manager will agree to use his best efforts to produce the Motion Picture in accordance with the budget and schedule outlined in this memorandum; and (ii) the Manager will assign to the LLC the right to produce the Motion Picture. The anticipated date of completion and release of the Motion Picture is December 2024. The Motion Picture will be shot largely on location in California.
Compensation and Fees to the Manager:	The Manager will receive substantial fees from this offering. (See "MANAGEMENT - COMPENSATION AND FEES PAYABLE TO THE MANAGER".)
Management of LLC:	The Manager will manage and control the affairs of the LLC. (See "MANAGEMENT".)
Finance, Production, and Exploitation:	In the event that the minimum funding level for the LLC is achieved, the Capital should be sufficient to complete preproduction and principal photography of a Non-Union version of the Motion Picture. In such event, the Manager will defer receipt of funds and reimbursements due them until the LLC has sufficient funds to complete the Motion Picture. No guarantee of exploitation or distribution can be made. However, the Manager believes that distribution of the Motion Picture will occur. (See "PROPOSED LLC OPERATIONS")
Capitalization:	An aggregate amount of \$1,235,000. (See "ESTIMATED APPLICATION OF THE CAPITAL CONTRIBUTIONS".) The Manager may elect to proceed with production when \$24,900 in Capital Contributions have been received. An Escrow account for the film will be opened upon the complete registration requirements of the Funding Portal. (See "ESTIMATED PRODUCTION BUDGET SUMMARY").
Participation in Costs and Revenues of the LLC:	Any revenues of the LLC will be allocated one hundred percent (100%) to the Members prior to receipt by the Members of Distributions equal to one hundred twenty percent (120%) of their Capital Contributions and thereafter two, ten thousandths of

a percent (.0002%) to the Members for each Unit owned. (See “Allocations of Profits, Losses, and Distributions”.)

Membership Interest Units

The Company has authorized a single class of membership interest, of which 3,500 units are issued and outstanding prior to this offering.

Subscriptions:

Twelve Thousand Three Hundred Fifty (12,350) Units are offered for \$100 each with a minimum investment of one Unit (\$100); however, the Manager may accept subscriptions for less than one Unit. Each unit may be purchased in cash. All subscription funds will be deposited in an escrow account at an institution chosen by the Manager. If on such date, on or before April 5, 2024, (the “Closing Date”), offers to purchase two hundred forty-nine (249) Units has not been received and accepted by the Manager and certain other conditions precedent have not been satisfied, all subscription funds will be promptly returned to the investors without interest.

Operating Agreement:

The Operating Agreement of the LLC is set forth in its entirety herein. Various references to the Operating Agreement in this memorandum do not purport to be complete and are qualified in their entirety by reference to the text of the Operating Agreement.

Glossary:

See “DEFINITIONS” section of the Operating Agreement for definitions of key terms used in this memorandum.

SUITABILITY REQUIREMENTS FOR INVESTORS

An unlimited number of shares may be sold to “Accredited Investors” who meet the suitability standards described below. In addition, no more than five hundred (500) Units may be sold to Investors who are not “Accredited Investors” but who meet the suitability standards described below.

Accredited Investors

Accredited Investor shall mean any person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:

(i) Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(ii) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(iii) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

(iv) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(v) Any natural person whose individual net worth, or joint net worth with that person's spouse, exceeds \$1,000,000.

(vi) Except as provided in paragraph (a)(5)(ii) of this section, for purposes of calculating net worth under this paragraph (a)(5):

(A) The person's primary residence shall not be included as an asset;

(B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

(vii) Paragraph (a)(5)(i) of this section will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:

- (A) Such right was held by the person on July 20, 2010;
- (B) The person qualified as an accredited investor on the basis of net worth at the time the person acquired such right; and
- (C) The person held securities of the same issuer, other than such right, on July 20, 2010.
- (viii) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- (ix) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in § 230.506(b)(2)(ii); and
- (x) Any entity in which all of the equity owners are accredited investors.

Non-Accredited Investors

No more than 500 Units may be sold to a Non-Accredited Investor who makes a minimum investment of one Unit (\$100) and represents in writing in their Purchase Offer and Offeree Information Schedule attached as Exhibits A and B that:

(i) They are able to bear the economic risk of an investment in the LLC, which they understand is a speculative venture.

(ii) The Units they are offering to purchase will be purchased solely for their account, for investment purposes only, and not with a view to, or for resale in connection with, any distribution thereof for at least six months after purchase date.

(iii) They are an adult under the laws of the jurisdiction of their residence. Certain states may impose higher or different suitability standards for Accredited and/or Non-Accredited Investors.

If an Investor is an LLC, the net worth standard will be applicable to the LLC and the adjusted gross income standard will be applicable to each of its Members. If an investor is a revocable trust, each grantor of the trust must meet the net worth and adjusted gross income standards. If an investor is purchasing as a custodian for a minor, said standards will be applicable to the minor rather than the custodian.

The LLC will rely upon the accuracy of the representations of each investor to the LLC contained in their Offeree Information Schedule attached as Exhibit B. Any misrepresentation by an investor could have a material adverse effect on the LLC and subject themselves to liability for damage caused to the LLC.

In accordance with Wyoming law, the Manager will undertake all inquiries reasonably necessary to satisfy the Manager that the prerequisites for the exemption have been met, including requiring that each prospective investor fill out and return to the Manager the Offeree Information Schedule and their Offeree Representatives, if any, fill out and return to the Manager the Offeree Representative Information Schedule attached as Exhibit C.

Neither the Manager, nor any of his officers, attorneys, or agents will act as the Offeree Representative of any prospective Investor.

This offer can be withdrawn at any time before consummation and is specifically made subject to the conditions described in this memorandum. In connection with the offering and sale of the Units, the Manager reserves the right in his sole discretion, to reject any subscription, in whole or in part, to waive the minimum investment requirement or to allot to any potential Investor less than the Units applied for by such Investor.

Since there are substantial restrictions on the transferability of the Units, each potential Investor should proceed on the assumption that they must bear the economic risk of the investment for an indefinite period. Since the Units are not registered for sale to the public under the Securities Act of 1933 or the securities laws of any state, the Units may only be sold, transferred or otherwise disposed of by any Investor if, among other things, registration is accomplished or, in the opinion of counsel to the LLC, registration is not required under such laws. There is no public market for the LLC's securities and there can be no assurance any market will ever exist.

THE OFFERING

12,350 membership interest units are being offered in Units of \$100 each (the "Units"). The minimum investment is one Unit (\$100); however, the Manager may accept subscriptions for less than one Unit.

The Manager of the LLC will be Ted Rivera.

The Manager will maintain the LLC's principal business office at WYLD WEST FILM VENTURES, LLC, 30 N Gould Street, Ste. R, Sheridan, WY, (307) 761-0580. e-mail: mgr@wyldwest.us

All subscription funds will be deposited and held in an interest-bearing Escrow Account for the benefit of the LLC. Funds deposited in such account will be released and paid to the LLC only for the purposes described in this Memorandum. If on the Closing Date, offers to purchase a minimum number of the Units totaling \$24,900 have not been received and accepted by the Manager and certain other conditions have not been satisfied, all subscription funds will be promptly returned to the Investors without charge, deduction or interest. It is anticipated that this amount of LLC Capital will be sufficient to enable the LLC to acquire the resources necessary to complete principal photography and a rough cut of the Motion Picture.

The LLC may continue to sell Units until all have been sold or April 5, 2024, whichever is earlier.

The LLC will pay or provide for all organization, legal and accounting costs in connection with the offering.

The LLC will continue until either ten (10) years from the Closing Date, the sale or other disposition of all its assets, or the occurrence of certain other events set forth in the OPERATING AGREEMENT.

Allocations of Profits, Losses, and Distributions

All items of LLC profits and taxable losses, deductions and tax credits will be allocated one hundred percent (100%) to the Members in their respective pro-rata Shares and zero percent (0%) to the Manager until the Members have received repayment of one hundred twenty (120%) of their initial investments ("Payout"). Thereafter, the Members will receive two, ten thousandths of a percent (0.0002%) for each Unit owned, with the balance to the Manager, as set forth in the Operating Agreement. (0.0002 x 2500 = .50)

All of the foregoing allocations will be subject to adjustment as set forth in the Operating Agreement.

The Units to be sold represent a fifty percent (50%) interest in the Net Profits realized from the Motion Picture's distribution to foreign and domestic theaters and television and to cable and pay TV, Video on demand, as well as video cassettes, music and other copyrights, merchandising rights, and other proprietary interests and rights acquired by the LLC with respect to the Motion Picture after Payout. To the extent the LLC income exceeds the LLC's costs of distribution and advertising of the Motion Picture, and releasing costs, that income will be distributed in the following order of priority: (1) to pay unpaid liabilities incurred in the production of the Motion Picture and to pay loans and/or advances and deferrals required to be paid prior to Payout; (2) to the Members until they have received return of two hundred percent (150%) of their investment ("Payout"); (3) after Payout, to payment of remaining deferrals required to be paid after Payout; and (4) thereafter, each Member will receive two, ten thousandths of a percent (0.0002%) of Net Profits as provided in the Operating Agreement.

The Manager currently intends to make monthly or quarterly determinations of the cash position of the LLC depending upon the accounting periods from the distributor. At such times, any cash which is available for distribution pursuant to the terms contained in the Offering will be distributed to the Members. The timing or amounts of such distributions (if any) cannot be predicted by the Manager and will most likely not occur at all until the Motion Picture is released and placed in distribution.

No Overall

None of the Units to be sold are subject to calls for additional Capital Contributions. No Member shall have preemptive rights.

Use of Proceeds

LLC Capital will be used solely in connection with LLC business and is intended by the Manager to be allocated in the manner set forth under "ESTIMATED APPLICATION OF THE CAPITAL CONTRIBUTIONS."

Description of the Motion Picture

The Motion Picture is slated for production in 4K Digital Format with complete music & effects tracks, subtitles, and Dolby Sound Mix.

Synopsis of the Motion Picture

Lord Timmy & the Mystery of the Last Master is *Back to the Future* meets *The Usual Suspects* where a mad professor and an autistic student use a quantum computer build from a refrigerator to find the mythological city of Shambala using an ancient code and accidentally create Bitcoin, only to have it stolen by the evil billionaire Satoshi Nakamoto who wants to use it to enslave the world in the metaverse. Meanwhile, back at Area 51, The Men in Black are deployed to retrieve an escaped Cyborg-Alien who has the code downloaded in a brain implant and is on the way to meet Satoshi in an energy vortex on Mt. Shasta. Together, the Professor, Timmy,

and the Men in Black must capture the Alien and retrieve the code to empower humanity to combat the New World Order.

Principal Personnel

Ted Rivera is the writer, producer, and director of this micro to low budget feature-length film. A retired Producer with multiple Roger Corman credits, Ted first learned about Bitcoin and distributed ledger technology in 2016. After reading the Bitcoin White Paper, and IBM's Blockchain for Dummies, Ted immediately understood that there was now a technology where accountability and transparency was guaranteed if the financial accounting of the production was managed on a mathematically distributed ledger. He has spent the last four years creating Block Chain Studios, which will provide Wyld West Film Ventures, LLC, the technological means by which purchasers of the shares of *Lord Timmy* can monitor and enjoy the day to day operations of The Company. He has spent the last year developing *Lord Timmy* and has extensive business experience and contacts in the Hollywood Movie Industry.

His feature film experience includes production, development, and distribution and he has worked on several films for Roger Corman. His last \$1,000,000 feature was Roger Corman's *Dinocroc*, and it is currently distributed world wide by MGM. Ted was a script reader on the Disney Lot for Academy Award Nominated Producer, Alexandra Rose (*Frankie and Johnnie, Overboard*). Prior to that he was the Development Assistant to the Academy Award Winning Producer, Jana Sue Memel of Chanticleer Films.

His student film, *Night of the Chupacabra*, was a \$20,000 35mm Feature length film with complete music and effects track. Ted understands the film industry and the Bitcoin industry extensively. He was the first to stream a movie for Bitcoin. He was the first to execute a Bitcoin pay or play offer for services of the Screen Actor's Guild Union Actor, Erin Rhea.

Ted has studied Graduate International Finance at The George Washington University School of Business. He has both an M.B.A. in Business and a B.S. in Economics from The University of Santa Clara. He is veteran of the U.S. Navy, a former International Economist for the US Foreign Agricultural Service, and a Team Leader for Americorp National Community Service program. Since coming out of retirement, Ted has developed the first Bitcoin-based movie studio, a Bitcoin video on demand and live streaming service, and a social media crowdfunding site for Movie Investors and Fans alike. This movie is the culmination of his original vision that if enough fans like a movie poster, its cast, and screenplay, they can join them in the fun and excitement that is filmmaking.

TERMS OF OFFERING

Required Capital Contributions

A total of 12,350 Units are being offered. Each Unit is valued at \$100. Each Investor will be required to purchase a minimum of one Unit, unless otherwise agreed to by the Manager. The purchase price for each Unit must be paid in cash, certified or bank check.

Prior to the Closing Date, all subscription funds will be deposited and held in an interest bearing escrow account for the benefit of the LLC. Funds deposited in such account will be released from escrow and paid to the LLC only for the purposes described in this Memorandum. If on the Closing Date, offers to purchase a minimum

number of the Units totaling \$24,900 have not been received and accepted by the Manager and certain other conditions have not been satisfied, all subscription funds will be promptly returned to the Investors without charge, deduction or interest.

The Manager may elect to commence production of the Motion Picture at such time as \$24,900 in Units have been invested in and agreed to with the LLC. The Manager believes that this amount is sufficient to complete principal photography and complete edit of the Motion Picture.

To the extent possible deferred amounts will be payable after Payout. The Manager's deferrals will be payable only after Payout. However, the Manager expects that many deferrals for equipment, cast, and crew may be required to be paid prior to Payout.

Method of Purchasing Units

A prospective Investor may make an offer to purchase Units by registering with the Silicon Prairie Portal & Exchange, llc and establishing an account through which to purchase, or by completing, signing and returning to the Manager his Purchase Offer, Offeree Information Schedule and Offeree Representative Information Schedule, if applicable, and making payment by cash or certified or bank check payable to the LLC in the amount of the required capital contribution for the total number of Units offered to be purchased. The Manager reserves the right to reject any Purchase Offer in its entirety, to waive the minimum investment requirements or to allocate to any prospective Investor a smaller number of Units than he has offered to purchase. In the former event, the Manager will return to the prospective Investor his subscription funds. In the latter event, the prospective Investor may either withdraw his Purchase Offer or complete, sign and return to the Manager a new Purchase Offer and a new subscription check in the appropriate amount.

Conditions to Closing

The Closing is subject to the satisfaction of the following conditions precedent on or before the expiration date of this Offering (as amended from time to time), a minimum number of the Units totaling \$24,900 will have been paid for and accepted by the Manager, and the Manager will have assigned the Motion Picture rights to the screenplay to the LLC (the "Closing Conditions").

Following Closing Until Termination Date

In the event the minimum Units have been sold and all other conditions to the Closing have occurred, the funds of all Investors shall be released to the LLC on the Closing Date. Following that date, the Manager may continue to offer Units until the earlier of: (i) sale of all Units; or (ii) the expiration date of this Offering, as amended from time to time (the "Termination Date"). Funds from subscribers to any Units sold during such periods shall be made available to the LLC. Investors purchasing Units during such period shall become and be deemed Members of the LLC as of the date that their cash payments are made available to the LLC.

DISTRIBUTION OF CASH FLOW AND ALLOCATION OF TAX BENEFITS

Timing of Distributions to the Members

The Manager intends to make either a monthly or quarterly determination of the cash position of the LLC depending upon the reporting practices of the distributor of the Motion Picture. The Manager will distribute Available Cash to the Members. The Manager anticipates that no distribution (if any) will be made until the Motion Picture is released and placed in distribution.

Deferments

At the discretion of the Manager, in lieu of paying cash to Persons, firms or corporations (including, without limitation, any Affiliate of the Manager) for rights, services, capital or materials furnished in connection with the Motion Picture, said entities will receive Deferments. Their order of payment shall be solely within the discretion of the Manager except that, Deferments payable to the Manager shall be payable only after Payout.

Division of Cash Distributions Among Members

Subject to the semi-annual or annual determination by the Manager as provided in the Operating Agreement that cash is available for distribution to the Members, and subject to deferments, all LLC Revenues received by the LLC in excess of production and distribution expenses (including expenses incurred in the distributing and advertising of the Motion Picture, and releasing costs) will be distributed in the following order:

- (1) to pay unpaid liabilities incurred in the production of the Motion Picture and to pay loans and/or advances and deferments required to be paid prior to Payout;
- (2) one hundred percent (100%) to the Members until the Members have received return of one hundred twenty percent (120%) of their Capital Contributions ("Payout");
- (3) after Payout, to payment of remaining deferments required to be paid after Payout; and
- (4) thereafter, the Members will receive two, ten thousandths of a percent (0.0002%) of the Net Profit for each Unit owned, with the balance going to the Manager.

Tax Allocations

Net loss shall be allocated first to the Manager and Members in proportion to their respective positive Capital Account balances until such balances are reduced to zero, and thereafter one hundred percent (100%) to the Members (which shall be allocated in proportion to the Members' respective Pro Rata Shares) and zero percent (0%) to the Manager.

Net Income shall be allocated on a quarterly or other basis not less often than annually first to the Manager and Members in proportion to and to the extent of the cumulative Net Losses previously allocated to them and not matched by allocations of Net Income, and second, zero percent (0%) to the Manager and one hundred percent

(100%) to the Members prior to Payout, and thereafter two, ten thousandths of a percent (.0002%) to the Members for each Unit owned, with the balance to the Manager.

The allocation among the Members of the LLC's income, gains, losses, deductions and credits ("Tax Items") will be determined under the Operating Agreement except to the extent an allocation: (i) lacks "substantial economic effect"; and (ii) is not in accordance with the Members' "Interests in the LLC," as determined under all the facts and circumstances. See Code Section 704(b).

Treasury Regulations issued on December 24, 1985, define the term "substantial economic effect" and describe a Member's "Interest in the Partnership" for purposes of Code Section 704(b). Treas. Reg. 1.704-1(b)(2)(3).

The Operating Agreement provides for the maintenance of Capital Accounts in accordance with the regulations and for the distribution of liquidation proceeds in accordance with the Members' respective capital account balances. Although no Member is required to restore a deficit in his capital account balance following the distribution of liquidation proceeds, the Operating Agreement contains a "qualified income offset" provision. Accordingly, the allocations of LLC Tax Items contained in the Operating Agreement should have "economic effect" under the regulations to the extent such allocations do not create or increase a Member's deficit capital account balance. It is not anticipated that the capital account of any Member will become negative. Further, the Operating Agreement does not specially allocate items of income or loss to Members based on their individual tax attributes or provide for disproportionate and offsetting allocations of income and loss from year to year. As a result, the "economic effect" of the allocations contained in the Operating Agreement should also be "substantial." Accordingly, the Manager believes that allocation of LLC Tax Items to investors with positive capital account balances should be respected under existing Treasury Regulations.

FEDERAL INCOME TAX CONSEQUENCES

The federal, state and other income tax consequences of an investment in the LLC are uncertain and complex, and will not be the same for all Members.

THE TAX BENEFITS TO BE DERIVED FROM THE PURCHASE, OWNERSHIP OR SALE OF UNITS CANNOT COMPENSATE ANY MEMBER FOR THE TOTAL LOSS OF HIS INVESTMENT. NO PROSPECTIVE INVESTOR SHOULD PURCHASE UNITS UNLESS HE HAS A REASONABLE EXPECTATION OF AN ECONOMIC PROFIT APART FROM THE TAX BENEFITS FROM THE PURCHASE, OWNERSHIP OR SALE OF UNITS. SEE RISK FACTORS - PRINCIPAL TAX RISKS

Classification as a Partnership

The Manager believes that the LLC will be classified as a partnership for federal income tax purposes, and have attempted to ensure the LLC has more non-corporate characteristics than corporate characteristics as defined in applicable Treasury Regulations.

Under current Treasury Regulations, the classification of an organization as a partnership or an association taxable as a corporation is determined on the basis of the presence or absence of the following corporate characteristics: (i) continuity of life; (ii) centralization of management; (iii) free transferability of interests; and

(iv) limited liability, subject further to other “characteristics which are significant” in making such determinations. However, the Manager has not sought an opinion from the Internal Revenue Service, nor an opinion of tax counsel.

General Tax Treatment of the Members

A. Partnership vs. Corporate Status. If the LLC is classified as a partnership for federal income tax purposes, it will not be subject to federal income taxation (although it will file an annual information tax return with the Service) and the Members will be deemed to have realized, and will be required to report on their personal income returns, their respective distributive shares of each item of income, gain, loss, deduction, credit and tax preference of the LLC for the taxable year of the LLC ending with or within each taxable year of the respective Members without regard to whether they have received or will receive any actual distribution from the LLC for such taxable years. Thus, the Members may be required to report as taxable income in a given year an amount in excess of actual distribution to them from the LLC. The characterization of an item of expense, profit or loss will generally be the same for the Members as it is for the LLC; items of loss, deduction and credit may not be deductible by Members.

B. Tax Reform Act of 1986. Under the Tax Reform Act of 1986 deductions from business activities in which the taxpayer’s participation is passive to the extent that they exceed income from all such activities (exclusive of portfolio income) generally may not be deducted against other income of the taxpayer. Similarly, credits from passive activities are generally limited to the tax allocable to the passive activities. Disallowed losses and credit are carried forward and treated as deductions and credits against income and tax from passive activities in the following taxable year(s). Upon the disposition by taxpayer of his entire interest in a passive activity the suspended losses (but not credits) are allowed in full. Passive activities include trade or business activities in which a taxpayer does not materially participate (e.g., a Limited Liability Company interest is such an activity). This provision is effective for taxable years beginning after December 31, 1986, and accordingly will apply to investments in the LLC.

C. Deductions. The LLC will attempt to write off all the deductible items at as early a time as it believes the law permits. However, there are many factual and legal questions involved with respect to the availability and timing of deductions, and there can be no assurance that deductions claimed by the LLC will be accepted by the Internal Revenue Service in any, some or all instances. A Member will not be entitled to deduct any share of LLC losses incurred prior to his admission to the LLC.

D. Sale or Other Disposition of an LLC. Interest In general, upon the sale or other disposition of a LLC interest, gain or loss will be recognized by the selling Member to the extent of the difference between the amount realized and the adjusted tax basis of such LLC interest.

E. Cash Distributions. Each Member is required to take into account in determining his Federal income tax his distributive share of the income, gains, losses, deductions and credits of the LLC, irrespective of any cash distributions made to such Member during the taxable year.

Cash distributions by the LLC to a Member generally will not be taxable as income to a Member to the extent of his adjusted basis in his LLC interest immediately before the distribution, but the amount received will reduce the basis of such interest (but not below zero). Cash distributions in excess of such basis generally will

be considered to be gain from the sale or exchange of the Member's LLC interest. Any reduction in a Member's share of LLC liabilities will be treated as a distribution of cash to such Member.

A complete in-depth discussion of the federal income tax consequences of an investment in the LLC is beyond the scope of this Memorandum, and no tax opinion has been requested of counsel.

THEREFORE, EACH PROSPECTIVE INVESTOR IS URGED TO CONSULT WITH HIS OWN TAX ADVISOR WITH RESPECT TO SUCH IMPLICATIONS.

F. State and Local Taxes. The LLC and the Members may be subject to various state and local income, business and sales taxes, and estate, inheritance or intangible taxes which may be imposed by jurisdictions in which the LLC may be deemed to be doing business or in which it owns or leases property, including the State of Wyoming. A Member may also be subject to various state and local taxes imposed by jurisdictions where he resides or has other contacts.

LITIGATION

The Manager knows of no litigation, present, threatened or contemplated, or unsatisfied judgments against the Manager or any proceeding in which either Manager is a party.

FINANCIAL STATEMENTS

See Question 29 herein.

ACCESS TO INFORMATION

The Manager will make available to prospective investors any materials reasonably available to the LLC or the Manager. This could include, but not be limited to, information regarding the LLC, the Manager, the LLC's proposed operations, the offering of the units, anything set forth in the Private Placement Memorandum, or any other matter deemed by the prospective Member to be material in his decision to purchase LLC units. The Manager will make available all financial and production related activity by using distributed ledger technology.

The LLC and the Manager will answer all inquiries from prospective Members and their advisors concerning these matters and will afford prospective Members and their advisors the opportunity to obtain any additional information necessary to verify the accuracy of any representations or information set forth in this Private Placement Memorandum to the extent that the Manager can acquire information without unreasonable effort or expense.

LEGAL MATTERS

Legal matters in connection with the Units offered hereby shall be directed to the Manager, Wyld West Film Ventures, LLC, 30 N Gould Street, Ste. R, Sheridan WY 82801, (307) 761-0580.

14. Do the securities offered have voting rights? Yes No

15. Are there any limitations on any voting or other rights identified above? Yes No

Explain: See Operating Agreement

16. How may the terms of the securities being offered be modified?

Any material changes to this offering will be communicated through the Funding Portal giving unsubscribed investors an opportunity to positively accept the modifications, reject them, or have their investment commitment automatically refunded.

Restrictions on Transfer of the Securities Being Offered

The securities being offered may not be transferred by any purchaser of such securities during the one year period beginning when the securities were issued, unless such securities are transferred:

(1) to the issuer;

(2) to an accredited investor;

(3) as part of an offering registered with the U.S. Securities and Exchange Commission; or

(4) to a member of the family of the purchaser or the equivalent, to a trust controlled by the purchaser, to a trust created for the benefit of a member of the family of the purchaser or the equivalent, or in connection with the death or divorce of the purchaser or other similar circumstance.

NOTE: The term “accredited investor” means any person who comes within any of the categories set forth in Rule 501(a) of Regulation D, or who the seller reasonably believes comes within any of such categories, at the time of the sale of the securities to that person.

The term “member of the family of the purchaser or the equivalent” includes a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the purchaser, and includes adoptive relationships. The term “spousal equivalent” means a cohabitant occupying a relationship generally equivalent to that of a spouse.

Description of Issuer’s Securities

17. What other securities or classes of securities of the issuer are outstanding? Describe the material terms of any other outstanding securities or classes of securities of the issuer.