

SUBSCRIPTION AGREEMENT  
for the motion picture  
DANCING JOY by Dancing Joy, LLC

Kathleen Tsubata (Managing Member)  
7752 Decatur Road  
Hyattsville, MD USA 20784  
(301) 577-1094

To Dancing Joy LLC:

1. Subscription. The undersigned (the "Member") hereby subscribes for and agrees to purchase Class A Membership Interest and Ownership (the "Class A Units") in Dancing Joy LLC, a West Virginia limited liability company (the "Company"), set forth on the signature page hereto at a suggested buy in of \$1000 per Class A Unit.

2. Purchase of Class A Units. On or before the closing date of the purchase of Class A Units by the Member, the Member shall deliver payment (in the form of a wire transfer, cashier's check or cancellation/conversion of indebtedness) to the Company for the number of Class A Units set forth on the signature page hereto.

3. Acceptance or Rejection of Subscription.

(a) The Member understands and agrees that the Member's subscription for Class A Units evidenced hereby is irrevocable and is conditioned upon acceptance by the Company, and that, at any time prior to the closing of the Member's purchase of a Class A Unit, may be accepted or rejected in whole or in part by the Company, in its sole discretion notwithstanding prior receipt by the Member of notice of acceptance of the Member's subscription, if in the judgment of the Company's manager such action is not in the best interests of the Company.

(b) In the event of a rejection of the Member's subscription, the Member's cash or check will be returned to the Member without interest or deduction and this Subscription Agreement shall have no force or effect. In the event of a partial rejection of the Member's subscription, that portion of the Member's payment relating to the rejected portion will be returned, and this Subscription Agreement will be deemed amended to reflect the reduction by the Company, as the Member's attorney-in-fact.

4. Closing Date; Operating Agreement.

(a) While the Member's subscription for Class A Units is recommended to be at the minimum of \$1000 Dollars, the Company may accept less than such amount in its sole discretion. The Company may accept subscriptions for Class A Units in the amount of up to \$365,000 which, when full when this Company is fully subscribed shall constitute 100 Percent of the Class A Member Units. Member Unit Ownership shall be recoded in terms of a percentage of total ownership (Example: A Member who purchases units in the amount of \$3,650 would own 1% of the total Class A Member Units) as detailed in the Operating Agreement of the Company, the terms of which the member herein agrees. The Final Closing shall occur on or before December 31, 2018, subject to the right of the Company's manager to extend the offering. If the Member's

subscription is not accepted by the Company, the Member's funds shall be returned, without interest or deduction, to the Member.

(b) The Member agrees to be bound by all the terms and provisions of the Limited Liability Company Operating Agreement of the Company (as amended from time to time, the "Operating Agreement"), in the form attached hereto, and, upon acceptance of the Member's subscription and admission of the Member to the Company as a member, the Company may execute and deliver the Operating Agreement on behalf of the Member as the Member's attorney-in-fact.

5. Representations and Warranties of the Member. To induce the Company to accept the Member's subscription for Class A Units, the Member represents and warrants to the Company as follows:

(a) The Member is acquiring the Class A Units for the Member's own account, for investment purposes only and not with a view to or for the resale, distribution or fractionalization thereof, in whole or in part, and no other person has or will have a direct or indirect beneficial interest in the Class A Units. If an entity, the Member was not formed for the purpose of investing in the Company.

(b) The Member acknowledges its/his/her understanding that the offering and sale of the Class A Units is exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), by virtue of sections 3(b) and 4(2) of the Securities Act and Rule 504 of Regulation D promulgated thereunder. In furtherance thereof, the Member represents and warrants to and agrees with the Company and the manager of the Company (the "Manager") that:

(i) The Member has the financial ability to bear the economic risk of the Member's investment in the Company (including its possible loss), has adequate means for providing for the Member's current needs and personal contingencies and has no need for liquidity with respect to the Member's investment in the Company.

(ii) The Member has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Class A Units and protecting the Member's own interests in connection with the investment and has obtained, in the Member's judgment, sufficient information from the Company and the Manager to evaluate the merits and risks of an investment in the Class A Units. The undersigned has not utilized any person as the Member's purchaser representative in connection with evaluating such merits and risks.

(iii) The Member is either (A) an "accredited investor" within the meaning of Regulation D or (B) has (1) a preexisting personal or business relationship with the Company or one or more of its managers, officers or control persons or (2) by reason of the Member's business or financial experience the Member is capable of evaluating the risks and merits of this investment and of protecting the Member's own interests in connection with this investment. The Member has performed all Due Diligence in investigating the risks related to the investment.

(iv) The offer and sale of the Class A Units to the Member has not been accomplished by any form of general solicitation or general advertising, including, but not limited to,

any advertisement, article, notice or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio and any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(c) The Member:

(i) has been furnished with any documents which may have been requested by the Member, has carefully read such documents and acknowledges that (A) the assumptions, estimates, projections and budgets contained in such documents have been included for illustration purposes only, are estimates only and actual results may not correspond with results contemplated by the assumptions set forth therein, and (B) that the information in such documents and any other information provided to the Member by the Company reflects the Company's current intentions and estimates at the current time, and, as with any developing company, the precise elements of the Company's plans can be expected to change from time to time;

(ii) has evaluated and understands the Investment Considerations and Risk Factors related to the purchase of Member Ownership Interest in the Company;

(iii) understands that the information contained in the documents provided to the Member and herein is confidential and non-public and agrees that all such information shall be kept in confidence by the Member and neither used by the Member for the Member's personal benefit (other than in connection with the evaluation and purchase of Class A Units) nor disclosed to any third party for any reason (other than in connection with the evaluation and purchase of Class A Units);

(iv) has been furnished, to the full satisfaction of the Member, with any materials the Member has requested relating to the Company, the offering of Class A Units or any statement made in the documents provided to the Member, and the Member has been afforded the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering of Class A Units and the Operating Agreement and other matters pertaining to an investment in Class A Units, and has been given the opportunity to obtain such additional information in order for the Member to evaluate the merits and risks of an investment in the Company to the extent the Manager or the Company possess such information or can acquire it without unreasonable effort or expense;

(v) has consulted to the extent deemed appropriate by the Member with the Member's own advisers as to the tax, legal and related matters concerning an investment in the Class A Units and on that basis has determined that an investment in the Class A Units is suitable and appropriate for the Member and that at this time the Member could bear a complete loss of Member's investment; and

(vi) acknowledges that the tax consequences of investing in the Company will depend on the Member's particular circumstances, and neither the Company, the Manager nor any of their respective agents, employees, managers, affiliates, consultants or representatives will be responsible or liable for the tax consequences to the Member of an investment in the Company and that the Member will look solely to, and rely upon,

the Member's own advisers with respect to the tax consequences of an investment in the Company.

(d) In making the decision to purchase the Class A Units herein subscribed for, the Member has relied solely upon independent investigations made by the Member and materials furnished by the Company or the Manager as described in Section 2(c) hereof, and no representations or warranties have been made to the Member by the Company, any Manager or any of their respective employees, managers, owners, affiliates or representatives, nor has any person at any time expressly or implicitly represented guaranteed or warranted to the Member that (i) Member may freely transfer the Class A Units, (ii) a percentage of profit and/or amount or type of consideration will be realized as a result of an investment in the Class A Units, (iii) the past performance of the Manager or such Manager's affiliates indicates the predictable results of the ownership of the Class A Units or the operations of the Company, (iv) any cash distributions from the operations of the Company will be made to the Member by any specific date or will be made at all (except as expressly set forth in the Operating Agreement), or (v) any specific benefits will accrue to the Member as a result of an investment in the Company. The Member is not relying on the Company or its Manager with respect to the Member's tax consequences involved in an investment in the Class A Units.

(e) The Member understands and agrees that the Member may not sell or otherwise transfer the Class A Units without registration under the Securities Act or an exemption therefrom. The Member fully understands and agrees that the Member must bear the economic risk of the Member's investment for an indefinite period of time because, among other reasons, the Class A Units have not been registered under the Securities Act or under the securities laws of any state and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless subsequently registered under the Securities Act and under applicable state securities laws of any state or an exemption from such registration is available. The Member understands that the Company is under no obligation to register the Class A Units on the Member's behalf or to assist the Member in complying with any exemption from registration under the Securities Act or any applicable state securities laws. The Member also understands that sales or transfers of the Class A Units are further restricted by the provisions of the Operating Agreement.

(f) The Member is authorized and qualified to become a member in, and authorized to make the Member's capital contribution to, the Company, and, if the Member is an entity, the person signing this Subscription Agreement on behalf of the Member has been duly authorized by the Member to do so.

(g) The execution and performance of the terms and obligations of the Operating Agreement will not cause the Member to violate any judgment, order, law, ordinance, rule, agreement, charter, organizational document or indenture to which the Member or the Member's property is subject.

(h) This Subscription Agreement has been duly authorized, executed and delivered by the Member and constitutes the valid and legally binding obligation of the Member, subject to bankruptcy, insolvency, reorganization and other similar laws affecting the enforcement of creditors' rights generally and to general equity principles.

(i) If the Member is a corporation, partnership, limited liability company, trust, IRA, Keogh or other employee benefit plan, or other entity, the Member is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized.

(j) The information which the Member has furnished herewith to the Company or the Manager with respect to the Member's financial position and business experience, including without limitation the information set forth in the Member Questionnaire, is correct and complete as of the date hereof and if there should be any material change in such information prior to the Member's admission to the Company as a member, the Member will immediately furnish such revised or corrected information to the Company.

6. Tax Information. The Member represents and warrants to the Company that (i) the Member's name, taxpayer identification or social security number and address provided in the Member Questionnaire is correct, (ii) the Member will complete and return with this Subscription Agreement IRS Form W-9, Payer's Request for Taxpayer Identification Number and Certification, attached hereto as Exhibit A, (iii) the Member is not a non-resident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate (as defined in the Internal Revenue Code (the "Code")) and (iv) the Member will notify the Company within thirty (30) days of a change to foreign status. The Member agrees to execute properly and provide to the Company in a timely manner any tax documentation that may be reasonably required by the Manager in connection with the Company.

7. Further Advice and Assurances. All information which the Member has provided to the Company is correct and complete as of the date hereof, and the Member agrees to notify the Company and the Manager promptly if any representation or warranty contained in this Subscription Agreement, including the Member's status as an accredited investor, becomes untrue prior to the Member's admission to the Company. The Member agrees to provide such information and execute and deliver such documents as the Company may reasonably request to verify the accuracy of the Member's representations and warranties herein or to comply with any law or regulation to which the Company may be subject.

8. Power of Attorney. The Member hereby constitutes and appoints the Company, with full power of substitution and resubstitution, as the Member's true and lawful attorney-in-fact, with full power and authority for the Member, and in the Member's name, place and stead and either personally or by attorney-in-fact, to make, execute, sign, acknowledge, publish, file and record, and to swear to in the execution, delivery, acknowledgment, filing and recording of the following, after receipt of any necessary approval or consents of the Manager and/or members of the Company:

(a) The Operating Agreement (unless such agreement has been personally executed by Member), any Certificate of Formation and any certificate of amendment, certificate of dissolution, certificate of cancellation of certificate of formation, certificate of continuation, certificate of merger, restated certificate of formation and such other instruments, documents or certificates which may from time to time be required by the laws of the United States of America, the State of Delaware, or any political

subdivision thereof or any other state or political subdivision in which the Company shall do business;

(b) Any certificates, counterparts, instruments and documents, and any amendments thereto, including without limitation, fictitious name certificates, as may be required by, or may be appropriate under, the laws of the State of West Virginia or of any jurisdiction in which the Company is doing or intends to do business;

(c) Any other instrument which may be required to be filed by the Company under the laws of any jurisdiction or by any governmental agency, or which such attorney-in-fact deems advisable to file;

(d) Any documents which may be required to effect the admission of an additional manager, an additional or substituted member, or the dissolution and termination of the Company, in accordance with the terms of the Operating Agreement; and

(e) Any agreement or instrument which the Manager deems appropriate to (i) admit the Member as a member of the Company in accordance with the terms of the Operating Agreement, or (ii) effect an amendment or modification to the Operating Agreement adopted in accordance with the terms of the Operating Agreement.

The foregoing grant of authority:

(i) is a Special Power of Attorney coupled with an interest, and is irrevocable;

(ii) may be exercised by such attorney-in-fact by executing an instrument as attorney-in-fact for the Member, and Member's name shall be listed in the instrument as a member;

(iii) shall survive the Member's delivery of an assignment of the Class A Units, except that where the assignee thereof has been approved by the Manager for admission to the Company as a substituted member as provided for in the Operating Agreement, the Power of Attorney in this Section 8 shall survive the delivery of such assignment for the sole purpose of enabling such attorney-in-fact to execute, acknowledge and file any instrument necessary to effect such substitution; and

(iv) shall terminate upon the complete withdrawal of the Member from participation as a member of the Company.

The Member hereby agrees to be bound by all of the representations of the Member's attorney-in-fact and waives any and all defenses which may be available to the Member to contest, negate or disaffirm the actions of such attorney-in-fact under the Power of Attorney in this Section 8, and hereby ratifies and confirms all acts which said attorney-in-fact may take on behalf of the Member in compliance herewith and the Operating Agreement.

In the event of any conflict between a provision of the Operating Agreement and any document executed or filed by the attorney-in-fact pursuant to the Power of Attorney in this Section 8, the Operating Agreement shall govern.

9. Indemnity. The Member understands that the information provided herein will be relied upon by the Company for the purpose of determining the eligibility of the Member to purchase Class A Units. The Member agrees to provide, if requested, any additional information that may reasonably be required to determine the eligibility of the Member to purchase Class A Units. The Member agrees to indemnify and hold harmless the Company, any Manager, the officers of the Company and each member of the Company from and against any loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the Member contained in this Subscription Agreement or in any other document provided by the Member to the Company or in any agreement executed by the Member with the Company or the Manager in connection with the Member's investment in Class A Units.

10. Miscellaneous.

(a) This Subscription Agreement shall be governed by the laws of the State of Delaware without application of principles of conflicts of laws.

(b) Any claim or dispute arising from or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker® Ministries as amended by Peacemakers Ministries from time to time. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

(c) The representations, warranties, covenants and agreements made herein shall survive the closing of the transactions contemplated hereby.

(d) This Subscription Agreement is not assignable by the Member without the consent of the Company. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

(e) This Subscription Agreement and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. Neither this Subscription Agreement nor any provisions hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

(f) Unless otherwise expressly provided herein, the rights of the Member hereunder are several rights, not rights jointly held with any of the other Members in Class A Units. Any invalidity, illegality or limitation on the enforceability of any part of this Agreement, whether arising by reason of the law of the Member's domicile or otherwise, shall in no way affect or impair the validity, legality or enforceability of this Subscription Agreement with respect to any other Member in Class A Units. In case any provision of this Subscription Agreement shall be invalid, illegal or unenforceable,

the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(g) The titles of the paragraphs and subparagraphs of this Subscription Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

(h) The representations and warranties made by the Member in this Subscription Agreement and the Member Questionnaire, shall survive the closing of the transactions contemplated hereby and any investigation made by the Company or the Manager. The Member Questionnaire, including without limitation the representations and warranties contained therein, is an integral part of this Subscription Agreement and shall be deemed incorporated by reference herein.

(i) This Subscription Agreement may be executed in one or more counterparts, all of which together shall constitute one instrument.



IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement on the date set forth below.

Date: \_\_\_\_\_

Number of Class A Units Subscribed For: \_\_\_\_\_

Total Amount of Investment: \$ \_\_\_\_\_

INDIVIDUAL MEMBER:

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print spouse's name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature of spouse)

Acknowledgment of Individual

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date) by \_\_\_\_\_ (name or names of person or persons acknowledging).

\_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

ACCEPTED: Dancing Joy LLC:

\_\_\_\_\_ Date: \_\_\_\_\_

Kathleen Tsubata, for Dancing Joy LLC

OR PARTNERSHIP, CORPORATION, TRUST, LIMITED LIABILITY COMPANY,  
CUSTODIAL ACCOUNT, OR OTHER MEMBER:

\_\_\_\_\_  
(print name of entity)

By:

\_\_\_\_\_  
(signature of person signing on behalf of entity)

Acknowledgment of Corporation, Trust, LLC, Custodial Account, or Other Entity

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date) by  
\_\_\_\_\_ (name of officer),  
\_\_\_\_\_ (title of officer) of  
\_\_\_\_\_ (name of corporation or entity)

acknowledging) a \_\_\_\_\_ (state of  
incorporation or registration) corporation or entity, on behalf of said corporation or  
entity.

\_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

ACCEPTED: Dancing Joy LLC:

\_\_\_\_\_ Date: \_\_\_\_\_  
Kathleen Tsubata., for Dancing Joy LLC