

Dread Warriors Productions

BUSINESS GROUPS AGREEMENT FOR UNITS

Dread Warriors Productions
Attn: David & Michele Wood
365 Burchett St. Unit #322
Glendale, CA 91203
310-717-4164

Dear David & Michele Wood:

I hereby make application for the number of the Group or pre-formation company interests ("Units") set forth below, which are being offered in the Group, pursuant to the Confidential Private Placement Offering Agreement associated with such Offering and dated _____.

I am herewith tendering payment for the subscribed for Units by delivering a cheque or services or goods or equipment, payable to Dread Warrior Productions in the amount of \$ _____ (\$100,000 per Unit) or an approved purchase of a fractional Unit in barter as stated of \$ _____.

I understand that the offering of Units will terminate on or before _____ Unless extended by the Managers. In the event that my subscription is not accepted all documents and funds delivered by me will be returned promptly to me without deduction. Upon receipt of such funds I will forthwith return the Agreement to the Managers. In the sole discretion of the Managers, less than the full number of Units subscribed for by me may be accepted, whereupon the excess funds tendered by me will be returned promptly.

It is understood that this agreement is not binding unless and until the Managers accept it. I also understand and agree that my subscription for Units shall not be deemed binding upon the Managers until the funds paid by me clear and are credited to the interest-bearing account set up by the Managers.

I further acknowledge that no representations or warranties have been made to me, or to my advisors, by the Managers or by any person acting on behalf of the Managers, with respect to the proposed business contemplated by the Group, the deductibility of any item for tax purposes, and/or the economic, tax, or any other aspects or consequences of a purchase of Units, and that I have not relied upon any information concerning the Offering, written or oral, other than that contained in this document.

I further represent and warrant to the Managers and its Counsel as follows:

I can bear the economic risk of this investment and can afford a complete loss thereof; and I (i) have sufficient liquid assets to pay the full purchase price for the Units representing my interest in the Group (ii) have adequate means of providing for my current needs and possible personal contingencies, and have no present need for liquidity of this investment.

I have also talked to a corporation, partnership, or other organization (an "entity"), who (either alone or together with a Purchaser Representative) has such knowledge and experience in financial and business matters that I (or together with my Purchaser Representative) am capable of evaluation the merits and risks of an investment in the Plan.

I have been represented by such legal and tax counsel and others, of whom has been personally selected by me, as I have found necessary to consult concerning this transaction, and such representation has included an examination of applicable documents and an analysis of all tax, financial, recording and securities law aspects thereof. I, my counsel, my advisors, and such other persons with whom I have found it necessary or advisable to consult, have sufficient knowledge and experience in business and financial matters to evaluate the information set forth in the Agreement, and the risks of the investments, and to make an informed investment decision with respect thereto.

With respect to the tax aspects of my investment, I am relying solely upon the advice of my own personal tax advisors, and upon my own knowledge with respect thereto.

By signing this Subscription Agreement, I hereby specifically consent to the methods set forth in the Operating Agreement and Application by which allocations of net income, net loss, tax credits and other items are made as an express condition to becoming a Unit Holder.

The Managers have made available to me, my counsel and my advisors, prior to the date hereof, the opportunity to ask questions of, and to receive from, its principles and their representatives, concerning the terms and conditions of the Offering and access to any information, documents, plans, records and books (i) relating to the Group, the Manager, the business, the Offering and an investment in the Units, and (ii) necessary to verify the accuracy of any information furnished to me. All materials and information required by either me, my counsel, my advisors, or others representing me, including any information required to verify any information furnished, have been made available and examined. I have been advised that the plans, books and records of the Manager as such related to the Group, will be available upon reasonable notice, for inspection by purchasers during reasonable business hours at the Group principal place of business.

My execution and delivery of the Agreement have been duly authorized by all necessary action. I will not transfer or assign this Agreement or any of my interest herein without complying with the procedure set forth in the Agreement. I am acquiring the Units hereunder for my own account and not for the account of others and for the investment purposes only and not with a view to or for the transfer, assignment, resale, or distribution thereof, in whole or in part. I have no present plans to enter into any such contract, undertaking, agreement or arrangement.

I agree that I shall not cancel, terminate or revoke this Application or any agreement of the undersigned made hereunder and that this Application shall survive the death or disability of the undersigned, except provided above, or pursuant to the laws of the applicable jurisdiction.

I am aware that even though the Managers have a financial and operating history, the Plan and the Units are still speculative investments involving a high degree of risk.

I recognize that a certain amount of flexibility in such a program is necessary and I understand that the Managers have reserved, and I hereby specifically authorize, a considerable amount of discretion to be exercised by the Manager in numerous matters relating to the Group as described in the Agreement.

I understand that by completing this Agreement and by signing below that I am specifically authorizing my vote to be cast by proxy for the election of David and Michele Wood as Managers of the Group.

The address set forth below is my true and correct residence, and I have no present intention of becoming a resident of any other province, state or jurisdiction.

Intense competition among emerging companies to establish a recognizable brand in the internet entertainment space also will likely lead to increased distribution opportunities, and a new class of buyers to whom independent producers may license their product so to retain greater leverage and creative control over how their Projects are marketed and released, and, in the process, reap higher profits from the intellectual property they create. However, given rapidly changing technological developments and shifting consumer tastes, it is not possible to predict with any certainty, what effect, if any, this or other new distribution channels will have on potential overall revenue for Projects.

Managers Discretion Regarding Production and Distribution Matters

The Managers have reserved in the Operating Agreement the specific authority to enter into agreements on behalf of the Group with motion picture or television studios, distributors or other third-parties pursuant to which the Group in exchange for such studios, distributors or other third-parties assistance in financing, producing, distributing, marketing and/or otherwise exploiting the Plan may commit to pay such parties out of revenues generated by the Plan at a point in the Plans revenue stream prior to the calculation of the Distributable Cash. Such agreements may include but are not limited to flat fee arrangements, negative pickup deals or an outright sale of some Projects (see "OPERATING AGREEMENT"), if in the judgment of the Manager's owner; such a sale would be in the best interest of the Group. In addition, the Managers have reserved the right (1) to Plan and seek the most advantageous distribution agreement for the Group's Projects (2) to modify the budget of the Group's Projects to adapt to changing contingencies, so long as in the judgment of the Managers such budget changes improve the Group's ability to produce better Projects (3) to choose locations for shooting such Projects other than the locations disclosed herein, (4) to enter into agreements on behalf of the Group which provide that persons providing financing, rendering services or furnishing literary material or other materials or facilities in connection with the development, production, distribution or other exploitation of the Plan or Projects shall receive as salary or other compensation, deferred amounts or a percentage participation in the Group and (5) to make agreements on Projects with star talent to pay Deferrals prior to Investor Recoupment. SUCH RELIANCE ON THE JUDGEMENT AND DISCRETION OF THE MANAGERS PLACES A GREATER EMPHASIS ON THE SKILLS AND JUDGEMENT OF THE MANAGER AND ADVISORS AND THEREFORE MAKES IT IMPERATIVE THAT PROSPECTIVE INVESTORS CAREFULLY EXAMINE THE ABILITIES OF SUCH MANAGERS AND ITS ASSOCIATES BEFORE CHOOSING TO INVEST IN THE DEAL.

I understand the meaning and legal consequences of the foregoing representation and warranties, which are true and correct as of the date hereof and will be true and correct as of the date of my purchase of the Units subscribed for herein. Each such representation and warranty shall survive such purchase.

I hereby agree to indemnify and hold harmless the Manager and its affiliated persons including the Manager's counsel from any and all damages, losses, costs and expenses (including reasonable attorney's fees) that they, or any of them, may incur by reason of my failure, or alleged failure, to fulfill any of the terms and conditions of this subscription or by reason of my breach of any of my representations and warranties contained herein.

All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, to the undersigned at my address set forth below to the Managers, Attn: David & Michele Wood, 365 Burchett St. Unit #322,

Glendale, CA 91203.

Notwithstanding the place where this agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of California.

This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties.

As a purchaser of the above referenced Units, I hereby represent that I either have a pre-existing personal or business relationship with the offer, or one of its partners, officers, directors or controlling persons, or have the capacity to protect my own interests in connection with this transaction by reason of my own business or financial experience. I further represent that I am purchasing for my own account and not with a view to or for sale in connection with any distribution of the security.

IN WITNESS WHEREOF, I have executed this agreement this ____ day of _____, _____.

Individuals Entities:

Name Name of Entity

Signature Signature and Title

Name of Joint Tenant or Resident State or Province
Tenant-in-Common (if any)

TO BE COMPLETED BY ALL APPLICANTS:

Of Units _____

Price per Unit is \$100,000, payable in
Full to: Dread Warriors

Name of Purchaser _____

Street Address Telephone Number

City & State or Province Social Security and Insurance

Productions Social Security or Employer ID#

Paid \$ _____ in Cash, Services, Goods, Gifts Representative,

if any: _____

APPROVED AND ACCEPTED this _____ day of _____, _____.

Dread Warriors

By _____
David & Michele Wood