UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM C

UNDER THE SECURITIES ACT OF 1933

(Mark one.)

☑ Form C: Offering Statement
☐ Form C-U: Progress Update
☐ Form C/A: Amendment to Offering Statement
  ☐ Check box if Amendment is material and investors must reconfirm within five business days.
☐ Form C-AR: Annual Report
☐ Form C-AR/A: Amendment to Annual Report
☐ Form C-TR: Termination of Reporting

Name of Issuer:
Harlin House, LLC

Legal status of Issuer:

Form:
Limited Liability Company

Jurisdiction of Incorporation/Organization:
Delaware

Date of Organization:
October 1, 2026

Physical Address of Issuer:
16030 Ventura Blvd., Suite 320, Encino, CA 91436

Website of Issuer: https://www.harlin.house

Is there a co-issuer? ___ yes _X_ no.

Name of Intermediary through which the Offering will be Conducted:
OpenDeal Portal LLC dba Republic

CIK Number of Intermediary:
0001751525

SEC File Number of Intermediary:
007-00167

CRD Number of Intermediary:
283874

Amount of compensation to be paid to the Intermediary, whether as a percentage of the Offering amount or as a dollar amount, or a good faith estimate if the exact amount is not available at the time of the filing, for conducting the Offering, including the amount of referral and any other fees associated with the Offering:
The Issuer shall pay the Intermediary a cash commission equal to the greater of $15,000.00 or seven percent (7%) of the amount raised in the Offering. The Issuer shall pay the Intermediary an onboarding fee of $10,000.00 within five (5) calendar days after the effective date of the offering agreement and another $10,000.00 within thirty (30) calendar days after the launch of the Offering.

Any other direct or indirect interest in the Issuer held by the Intermediary, or any arrangement for the Intermediary to acquire such an interest:

The Intermediary will also receive compensation in the form of securities equal to two percent (2%) of the total number of the Securities issued in the Offering.

Type of Security Offered:
Revenue Participation Interest

Target Number of Securities to be Offered:
75,000

Price (or Method for Determining Price):
$1.00

Target Offering Amount:
$75,000.00

Oversubscriptions Accepted:
☑ Yes
☐ No

Oversubscriptions will be Allocated:
☐ Pro-rata basis
☑ First-come, first-served basis
☐ Other: At the Intermediary's discretion

Maximum Offering Amount (if different from Target Offering Amount):
$1,000,000.00

Deadline to reach the Target Offering Amount:
January 31, 2027

If the sum of the investment commitments does not equal or exceed the Target Offering Amount at the Deadline to reach the Target Offering Amount, no Securities will be sold in the Offering, investment commitments will be canceled and committed funds will be returned.

Current Number of Employees:
3

	Most recent fiscal year-end (Inception Date 10/1/26)	**Prior fiscal year-end (N/A)**

Total Assets	$0.00	N/A
Cash & Cash Equivalents	$0.00	N/A
Accounts Receivable	$0.00	N/A
Short-term Debt	$0.00	N/A
Long-term Debt	$0.00	N/A
Revenues/Sales	$0.00	N/A
Cost of Goods Sold	$0.00	N/A
Taxes Paid	$0.00	N/A
Net Income/(Loss)	$0.00	N/A

The jurisdictions in which the Issuer intends to offer the securities:

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District Of Columbia, Florida, Georgia, Guam, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virgin Islands, U.S., Virginia, Washington, West Virginia, Wisconsin, Wyoming, American Samoa, and Northern Mariana Islands

A crowdfunding investment involves risk. You should not invest any funds in this Offering unless you can afford to lose your entire investment.

In making an investment decision, investors must rely on their own examination of the Issuer and the terms of the Offering, including the merits and risks involved. These Securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document.

The U.S. Securities and Exchange Commission does not pass upon the merits of any Securities offered or the terms of the Offering, nor does it pass upon the accuracy or completeness of any Offering document or literature.

These Securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these Securities are exempt from registration.

THESE SECURITIES INVOLVE A HIGH DEGREE OF RISK THAT MAY NOT BE APPROPRIATE FOR ALL INVESTORS. THERE ARE ALSO SIGNIFICANT UNCERTAINTIES ASSOCIATED WITH AN INVESTMENT IN THIS OFFERING AND THE SECURITIES. THE SECURITIES OFFERED HEREBY ARE NOT PUBLICLY TRADED. THERE IS NO PUBLIC MARKET FOR THE SECURITIES AND ONE MAY NEVER DEVELOP. AN INVESTMENT IN THIS OFFERING IS HIGHLY SPECULATIVE. THE SECURITIES SHOULD NOT BE PURCHASED BY ANYONE WHO CANNOT BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME AND WHO CANNOT AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT. SEE THE SECTION OF THIS FORM C TITLED "*RISK FACTORS*".

THE SECURITIES OFFERED HEREBY WILL HAVE TRANSFER RESTRICTIONS. NO SECURITIES MAY BE PLEDGED, TRANSFERRED, RESOLD OR OTHERWISE DISPOSED OF BY ANY INVESTOR EXCEPT PURSUANT TO RULE 501 OF REGULATION CF. PROSPECTIVE INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE SECURITIES MAY HAVE FURTHER TRANSFER RESTRICTIONS NOT PROVIDED FOR BY FEDERAL, STATE OR FOREIGN LAW.

NO ONE SHOULD CONSTRUE THE CONTENTS OF THIS FORM C AS LEGAL, ACCOUNTING OR TAX ADVICE OR AS INFORMATION NECESSARILY APPLICABLE TO YOUR PARTICULAR FINANCIAL SITUATION. EACH INVESTOR SHOULD CONSULT THEIR OWN FINANCIAL ADVISER, COUNSEL AND ACCOUNTANT AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING THEIR INVESTMENT.

THIS OFFERING IS ONLY EXEMPT FROM REGISTRATION UNDER THE LAWS OF THE UNITED STATES AND ITS TERRITORIES. NO OFFER IS BEING MADE IN ANY JURISDICTION NOT LISTED ABOVE. PROSPECTIVE INVESTORS ARE SOLELY RESPONSIBLE FOR DETERMINING THE PERMISSIBILITY OF THEIR PARTICIPATING IN THIS OFFERING, INCLUDING OBSERVING ANY OTHER REQUIRED LEGAL FORMALITIES AND SEEKING CONSENT FROM THEIR LOCAL REGULATOR, IF NECESSARY. THE INTERMEDIARY FACILITATING THIS OFFERING IS LICENSED AND REGISTERED SOLELY IN THE UNITED STATES AND HAS NOT SECURED, AND HAS NOT SOUGHT TO SECURE, A LICENSE OR WAIVER OF THE NEED FOR SUCH LICENSE IN ANY OTHER JURISDICTION. THE ISSUER, THE ESCROW AGENT AND THE INTERMEDIARY, EACH RESERVE THE RIGHT TO REJECT ANY INVESTMENT COMMITMENT MADE BY ANY PROSPECTIVE INVESTOR, WHETHER FOREIGN OR DOMESTIC.

SPECIAL NOTICE TO FOREIGN INVESTORS

INVESTORS OUTSIDE OF THE UNITED STATES, TAKE NOTICE IT IS EACH INVESTOR'S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY PURCHASE OF THE SECURITIES, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES. WE RESERVE THE RIGHT TO DENY THE PURCHASE OF THE SECURITIES BY ANY FOREIGN INVESTOR.

NOTICE REGARDING THE ESCROW AGENT

THE ESCROW AGENT SERVICING THE OFFERING, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. THE

ESCROW AGENT MAKES NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

TABLE OF CONTENTS

ABOUT THIS FORM C 1
CAUTIONARY NOTE CONCERNING FORWARD-LOOKING STATEMENTS 1
THE OFFERING AND THE SECURITIES 2
The Offering 2
The Deal Page 2
The Securities 3
Blockchain Instruction Tokens and Holding Arrangements 6
Investment Perks 7
COMMISSION AND FEES 10
Other Compensation 10
RISK FACTORS 10
Risks Related to the Issuer's Business and Industry 10
Risks Related to the Offering 14
Risks Related to the Securities 15
Description of the Business 17
Business Plan 17
Customer Base 18
Intellectual Property 18
Governmental/Regulatory Approval and Compliance 19
Litigation 19
USE OF PROCEEDS 19
MANAGERS, OFFICERS AND KEY PERSONS 20
Biographical Information 20
Indemnification 21
CAPITALIZATION, DEBT AND OWNERSHIP 21
Capitalization 21
Outstanding Debt 22
Ownership 22
FINANCIAL INFORMATION 22
Cash and Cash Equivalents 22
Liquidity and Capital Resources 22
Valuation 23
Previous Offerings of Securities 23
TRANSACTIONS WITH RELATED PERSONS AND CONFLICTS OF INTEREST 23
TAX MATTERS 24
LEGAL MATTERS 25
ADDITIONAL INFORMATION 26
Exhibit A – Financial Statements 28
Exhibit B – Form of Revenue Participation Agreement 39
Exhibit C – Video Transcripts 53

ABOUT THIS FORM C

You should rely only on the information contained in this Form C. We have not authorized anyone to provide any information or make any representations other than those contained in this Form C, and no source other than OpenDeal Portal LLC dba Republic (the "**Intermediary**") has been authorized to host this Form C and the Offering. If anyone provides you with different or inconsistent information, you should not rely on it. We are not offering to sell, nor seeking offers to buy, the Securities (as defined below) in any jurisdiction where such offers and sales are not permitted. The information contained in this Form C and any documents incorporated by reference herein is accurate only as of the date of those respective documents, regardless of the time of delivery of this Form C or the time of issuance or sale of any Securities.

Statements contained herein as to the content of any agreements or other documents are summaries and, therefore, are necessarily selective and incomplete and are qualified in their entirety by the actual agreements or other documents. Prior to the consummation of the purchase and sale of the Securities, the Issuer will afford prospective Investors (defined below) an opportunity to ask questions of, and receive answers from, the Issuer and its management concerning the terms and conditions of this Offering and the Issuer. Potential purchasers of the Securities are referred to herein as "**Investors**" or "**you**". The Issuer is referred to herein as the "**Issuer**", the "**Company**" or "**we**".

In making an investment decision, you must rely on your own examination of the Issuer and the terms of the Offering, including the merits and risks involved. The statements of the Issuer contained herein are based on information believed to be reliable; however, no warranty can be made as to the accuracy of such information or that circumstances have not changed since the date of this Form C. For example, our business, financial condition, results of operations, and prospects may have changed since the date of this Form C. Except as required by applicable law, the Issuer does not expect to update or otherwise revise this Form C or any other materials supplied herewith.

This Form C is submitted in connection with the Offering described herein and may not be reproduced or used for any other purpose.

CAUTIONARY NOTE CONCERNING FORWARD-LOOKING STATEMENTS

This Form C and any documents incorporated by reference herein contain forward-looking statements and are subject to risks and uncertainties. All statements other than statements of historical fact or relating to present facts or current conditions included in this Form C are forward-looking statements. Forward-looking statements give our current reasonable expectations and projections regarding our financial condition, results of operations, plans, objectives, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as "anticipate," "estimate," "expect," "project," "plan," "intend," "believe," "may," "should," "can have," "likely" and other words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events.

The forward-looking statements contained in this Form C and any documents incorporated by reference herein are based on reasonable assumptions we have made in light of our industry experience, perceptions of historical trends, current conditions, expected future developments and other factors we believe are appropriate under the circumstances. As you read and consider this Form C, you should understand that these statements are not guarantees of performance or results. Although we believe that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect our actual operating and financial performance and cause our performance to differ materially from the performance anticipated in the forward-looking statements. Should one or more of these risks or uncertainties materialize, or should any of these assumptions prove incorrect or change, our actual operating and financial performance may vary in material respects from the performance projected in these forward-looking statements.

Investors are cautioned not to place undue reliance on these forward-looking statements. Any forward-looking statements made in this Form C or any documents incorporated by reference herein are accurate only as of the date of those respective documents. Except as required by law, we undertake no obligation to publicly update any forward-looking statements for any reason after the date of this Form C or to conform these statements to actual results or to changes in our expectations.

THE OFFERING AND THE SECURITIES

The Offering

The Issuer is offering a minimum amount of $75,000.00 (the "**Target Offering Amount**") and up to a maximum amount of $1,000,000.00 (the "**Maximum Offering Amount**") of Revenue Participation Interests (the "**Securities**") on a best efforts basis as described in this Form C (this **"Offering**"). The Minimum Individual Purchase Amount is $100.00. The Issuer reserves the right to amend the Minimum Individual Purchase Amount in its sole discretion. In particular, the Issuer may elect to participate in one of the Intermediary's special investment programs and may offer alternative Minimum Individual Purchase Amounts to Investors participating in such programs without notice. The Issuer must raise an amount equal to or greater than the Target Offering Amount by January 31, 2027 (the "**Offering Deadline**"). Unless the Issuer receives investment commitments, which are fully paid for and meet all other requirements set by this Offering, in an amount not less than the Target Offering Amount by the Offering Deadline, no Securities will be sold in this Offering, all investment commitments will be canceled and all committed funds will be returned.

The price of the Securities was determined arbitrarily, does not necessarily bear any relationship to the Issuer's asset value, net worth, revenues or other objective established criteria of value, and should not be considered indicative of the actual value of the Securities.

In order to purchase the Securities, you must make a commitment to purchase by completing the purchase process hosted by the **Intermediary (**as defined above), including complying with the Intermediary's know your customer (KYC) and anti-money laundering (AML) policies. **If an Investor makes an investment commitment under a name that is not their legal name, they may be unable to redeem their Security indefinitely, and neither the Intermediary nor the Issuer are required to correct any errors or omissions made by the Investor.**

Investor funds will be held in escrow with a qualified third party escrow agent meeting the requirements of Regulation CF ("**Escrow Agent**") until the Target Offering Amount has been met or exceeded and one or more closings occur. Investors may cancel an investment commitment until up to 48 hours prior to the Offering Deadline or an intermediate close, using the cancellation mechanism provided by the Intermediary. **Investors using a credit card to invest must represent and warrant to cancel any investment commitment(s) by submitting a request through the Intermediary at least 48 hours prior to the Offering Deadline, instead of attempting to claim fraud or claw back their committed funds. If the Investor does not cancel an investment commitment before the 48-hour period prior to the Offering Deadline, the funds will be released to the Issuer and the Investor will receive their Securities.**

Investment commitments made in this Offering will be represented by a pro rata beneficial interest (based on the amount invested) subject to the terms of the Revenue Participation Agreement (attached as Exhibit B).

The Issuer will notify Investors when the Target Offering Amount has been reached through the Intermediary. If the Issuer reaches the Target Offering Amount prior to the Offering Deadline, it may close the Offering early *provided* (i) the expedited Offering Deadline must be no earlier than twenty-one (21) days from the time the Offering was opened, (ii) the Intermediary must provide at least five (5) business days' notice prior to the expedited Offering Deadline to the Investors and (iii) the Issuer continues to meet or exceed the Target Offering Amount on the date of the expedited Offering Deadline.

The Deal Page

A description of our products, services and business plan can be found on the Issuer's profile page on the Intermediary's website (the **"Deal Page"**). The Deal Page can be used by prospective Investors to ask the Issuer questions and for the Issuer to post immaterial updates to this Form C as well as make general announcements. You should view the Deal Page at the time you consider making an investment commitment. Updates on the status of this Offering can also be found on the Deal Page.

Material Changes

If any material change occurs related to the Offering prior to the current Offering Deadline the Issuer will provide notice to Investors and receive reconfirmations from Investors who have already made commitments. If an Investor does not reconfirm their investment commitment after a material change is made to the terms of the Offering within five (5) business days of

receiving notice, the Investor's investment commitment will be canceled and the committed funds will be returned without interest or deductions.

Intermediate Closings

In the event an amount equal to two (2) times the Target Offering Amount is committed and meets all required terms of the Offering prior to the Offering Deadline on such date or such later time the Issuer designates pursuant to Rule 304(b) of Regulation CF, the Issuer may conduct the first of multiple closings of the Offering early, *provided* (i) the early closing date must be no earlier than twenty-one (21) days from the time the Offering opened and (ii) that all Investors will receive notice of such early closing date at least five (5) business days prior to such new offering deadline (absent a material change that would require an extension of the Offering and reconfirmation of all investment commitments). Investors who committed on the date such notice is provided or prior to the issuance of such notice will be able to cancel their investment commitment until 48 hours before such early closing date.

If the Issuer conducts an initial closing (the "**Initial Closing**"), the Issuer agrees to only withdraw seventy percent (70%) of the proceeds that are in escrow and will only conduct such Initial Closing if there are more than twenty-one (21) days remaining before the Offering Deadline as of the date of the Initial Closing. The Issuer may only conduct another close (a "**Subsequent Closing**") before the Offering Deadline if the amount of investment commitments made as of the date of such Subsequent Closing exceeds two times the Target Offering Amount as of the date of the Initial Closing and there are more than twenty-one (21) days remaining before the Offering Deadline as of the date of such Subsequent Closing.

Any investment commitments received after an intermediate closing will be released to the Issuer upon a subsequent closing and the Investor will receive evidence of the Securities via electronic certificate/PDF in exchange for their investment commitment as soon as practicable thereafter.

The Issuer has agreed to return all funds to Investors in the event a Form C-W is ultimately filed in relation to this Offering, regardless of whether multiple closings are conducted.

Investment commitments are not binding on the Issuer until they are accepted by the Issuer, which reserves the right to reject, in whole or in part, in its sole and absolute discretion, any investment commitment. If the Issuer rejects all or a portion of any investment commitment, the applicable prospective Investor's funds will be returned without interest or deduction.

The Securities

We request that you please review this Form C and the Revenue Participation Agreement attached hereto as Exhibit B (the "**Revenue Participation Agreement**"), in conjunction with the following summary information. As a condition to purchasing the Securities, each Investor will be required to execute, or otherwise become a party to, and be bound by the Revenue Participation Agreement.

Revenue Participation Interests

The Company is offering contractual interests that entitle Investors to a pro rata share of specified amounts received by the Company or, for Sale Participation, its members in connection with the development and exploitation of qualifying films and certain sales, as described below (the "**Revenue Participation Interests**" or "**Securities**").

The Revenue Participation Interests are contractual participation rights only. They do not confer any membership, equity or ownership interest or voting, management or other governance rights in the Company, any project entity or any film, or any ownership of intellectual property.

For purposes hereof, an Investor's "**Participation Purchase Price**" means the aggregate gross amount paid by such Investor for the Revenue Participation Interests purchased in this Offering, without deduction for any intermediary fees, commissions or other offering expenses.

An Investor's "**Participation Percentage**" shall equal the number of Revenue Participation Interests held by that Investor divided by the total number of Revenue Participation Interests issued in connection with this Offering, including those issued to the Intermediary.

As compensation for its services in connection with a successful Offering, the Intermediary shall receive Revenue Participation Interests equal to two percent (2%) of the total Revenue Participation Interests issued as part of this Offering. These Securities shall be of the same class and have the same terms, conditions and rights as the Securities sold to Investors. The Securities issued as compensation do not increase the cash amount raised in the Offering.

Development Projects and Slate Films

The Company intends to source and select film projects for development through its Filmmaker Fellowship and to seek separate production financing or production arrangements for projects it advances. Selection for development does not guarantee that a project will be financed or produced.

A "**Slate Film**" is a film advanced through the Company's development process and greenlit for production within five (5) years from the final closing of this Offering (the "**Final Closing**"). The five-year window applies to all Investors, including those who purchase at an intermediate closing. Investor participation in each Slate Film shall continue for the life of that film. Development funding alone does not qualify a project as a Slate Film; the film must be greenlit within that five-year window. A film shall be considered greenlit on the date the Company receives a definitive written production financing commitment, or equivalent final written authorization from the applicable financier, to proceed into production following satisfaction of the development and packaging requirements. A preliminary or conditional approval shall not cause a film to be considered greenlit.

Investor participation is based on cash actually received by the Company in the categories specified below. Sale Participation also includes qualifying cash consideration received by selling members, as described below. The Company shall account for receipts by film and payment category and count each receipt once. Project-level receipts, such as box office receipts and distributor revenues, may be reduced by applicable costs and prior-ranking claims before the Company receives any cash.

Production financing, loans, new capital contributions, and grants or incentives used to finance a project are excluded from participating receipts. If a portion of a film's production budget is used to pay a reimbursement or fee described below, the amount actually received by the Company for that reimbursement or fee shall be included in the applicable category. Podcast or sponsorship revenue and other general operating receipts are excluded unless they fall within a category specified below.

For Slate Films produced or exploited through project entities or third parties, the Company's right to receive payments and the timing of those receipts will depend on the applicable production, financing, rights and distribution agreements. The Company expects the entity financing a project to reimburse its development costs and pay its producing fees under the applicable project agreements. Films produced or directed by the principals outside the Company's development process are not Slate Films. When the principals attach to a project as a group, they intend to make meaningful efforts to produce it through the Company.

Investor Recoupment and Participation

The Company shall allocate the amounts payable to Investors under each category below in proportion to their respective Participation Percentages. The applicable film or sale agreement shall determine when the underlying reimbursement, fee, profit participation or sale proceeds are payable to the Company or, for Sale Participation, the selling members. The Company shall distribute the Investors' share of amounts actually received in accordance with "Payment to Investors" below.

- Development Reimbursement. For each Slate Film, Investors shall receive their pro rata share of the development costs reimbursed to the Company and the twenty-five percent (25%) premium on those costs, in each case to the extent actually received by the Company. Development costs typically include option fees and scriptwriting fees and may also include other project-specific costs such as budgets and sizzle-reels.

- Producer and Executive Producer Fees. Investors shall share in ten percent (10%) of the producing and executive producing fees actually received by the Company in connection with each Slate Film, including any deferred fees when paid to the Company.

- Film Profit Participation. Investors shall share in fifty percent (50%) of the cash the Company actually receives as its share of profits or similar payments tied to the financial performance of each Slate Film. Cash actually received by the Company as its share of the proceeds from a sale or buyout of rights in a Slate Film, including a sale to a streaming service, or from a sale of its film library to the extent attributable to Slate Films, shall be included in this category at the applicable percentage. Consideration for a library containing both Slate Films and other works shall be reasonably allocated among them. Amounts payable under Sale Participation shall not also be included in this category. This rate shall apply until the aggregate cash actually paid to Investors reaches one hundred twenty percent (120%) of the gross cash amount raised in the Offering (the "**Payment Hurdle**"). Once the Payment Hurdle is met, Investors shall share in twenty-five percent (25%) of those receipts for the remainder of each Slate Film's life. Reaching the Payment Hurdle shall change only the percentage payable under this Film Profit Participation category; the percentages applicable to the other payment categories shall remain unchanged. The Investors' share shall be calculated on amounts the Company receives after deductions and payments that take priority under the applicable film agreements. Amounts included in another payment category shall be excluded from Film Profit Participation. The Company's principals shall collectively receive twenty percent (20%) of the same film profit receipts used to calculate the Investors' share. The principals' participation shall not reduce the receipts used to calculate the Investors' share and shall be paid from the same pool and at the same time as the Investors' share. If payment of the Investors' share is deferred, payment of the principals' share shall also be deferred.

- Sequel Rights Fees. Investors shall share in fifty percent (50%) of the intellectual property rights fee actually received by the Company for any sequel to a Slate Film. The applicable rights agreement determines the amount and timing of the fee payable to the Company.

- Sale Participation. Investors shall share in ten percent (10%) of the net cash consideration actually received by the Company or its members in a Change of Control. A "**Change of Control**" means a sale, merger or other transaction, or series of related transactions, resulting in a third party acquiring more than fifty percent (50%) of the Company's outstanding membership interests or voting power, or all or substantially all of its assets. Net cash consideration means cash sale proceeds after reasonable, documented third-party transaction expenses and indebtedness required to be repaid in the transaction, in each case only to the extent not already deducted from those proceeds and without deduction for the Investors' participation. Cash received by the Company and later distributed to its members shall be counted only once. Proceeds of new equity investments, capital contributions, loans and financing retained by the Company for operations, slate development or film production are excluded; cash paid to members for their interests in a Change of Control is included. A sale limited to films or film-library rights shall instead be treated under Film Profit Participation, including where those rights constitute all or substantially all of the Company's assets, and only amounts attributable to Slate Films shall participate under that category. No amount shall be counted under both categories. The Company shall require selling members to direct payment of the Investors' share from their sale proceeds. The Investors' share of cash sale proceeds received at closing shall be paid at closing. Deferred installments, earnouts and escrowed amounts shall be included and paid as the Company or selling members actually receive them. A sale shall not require Investor consent. The Company shall remain bound by the Revenue Participation Agreement following a transfer of its membership interests. A purchaser or successor acquiring assets or rights subject to continuing Investor participation shall assume the applicable payment and accounting obligations in writing unless those obligations are settled through a separately agreed buyout at closing. Payment of the ten percent (10%) sale participation shall not itself terminate continuing film participation rights.

No Guarantee of Recoupment or Profit Participation

The Revenue Participation Interests are speculative investments. A project selected for development may never be financed, greenlit, produced or distributed. Even if a Slate Film is completed, the Company may receive insufficient cash to return any portion of the Investors' investment or meet the Payment Hurdle.

Development spending does not itself create an obligation to repay Investors. A Slate Film, sequel or sale may never generate any payable amounts. Investors may lose their entire investment.

Payment to Investors

Except for payments due at closing or upon receipt under Sale Participation, the Company shall make payments from qualifying amounts actually received, subject to retaining a cash reserve equal to three (3) months of operating costs based

on its then-current operating budget. The Company may adjust its monthly operating budget without a fixed dollar limit, and the reserve shall be recalculated accordingly. The Company shall not unnecessarily withhold payments to Investors. The reserve is held back from qualifying amounts actually received before payments are made to Investors. It applies only to payments to Investors and does not restrict the Company's use of Offering proceeds. The Company may make payments quarterly but shall not be required to make payments more than once per year. The Company shall make at least one (1) payment per year if the aggregate amount available for payment to Investors after maintaining the reserve is at least $50,000. The minimum aggregate amount for a payment run shall be $50,000, unless the Company elects, in its discretion, to make a payment below that amount after maintaining the reserve. Amounts otherwise payable that are deferred because of the reserve or minimum payment amount shall be carried forward in accordance with the Revenue Participation Agreement.

Not Equity Interests

The Securities are not equity interests but are contractual rights to participate in specified receipts of the Issuer and qualifying sale proceeds received by the Issuer or its members, as set forth above.

Voting and Control

The Securities do not have any voting rights.

The Issuer does not have any voting agreements in place.

The Issuer has an Operating Agreement in place but Investors will not be a party to it.

Anti-Dilution Rights

The Securities do not have anti-dilution rights. An issuance of additional participation interests that share in the same receipts could reduce an Investor's share, to the extent permitted under the Revenue Participation Agreement. Financing at the project level may reduce or delay amounts received by the Company under the applicable film agreements.

Restrictions on Transfer

Any Securities sold pursuant to Regulation Crowdfunding may not be transferred by an Investor during the one-year period beginning on the date the Securities were issued, unless such Securities are transferred: (1) to the Issuer; (2) to an accredited investor, as defined in Rule 501(a) of Regulation D under the Securities Act; (3) as part of an offering registered with the Securities and Exchange Commission; or (4) to a member of the family of the Investor or the equivalent, to a trust controlled by the Investor, to a trust created for the benefit of a member of the family of the Investor or the equivalent, or in connection with the death or divorce of the Investor or other similar circumstances. "Member of the family" means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law or brother-in-law and includes adoptive relationships.

Each Investor should be aware that, even after the expiration of the one-year transfer restriction, there is no established public market for the Securities and there can be no assurance that any purchaser will be available for the Securities.

Investors may be subject to additional transfer restrictions pursuant to the Revenue Participation Agreement.

Blockchain Instruction Tokens and Holding Arrangements

The Securities shall be issued in uncertificated book-entry form. The Securities shall be held directly by Investors and registered in the name of each Investor or its permitted assigns on the books and records maintained by a transfer agent appointed by the Company (the "**Transfer Agent"),** which shall constitute the official record of ownership. Within one hundred and eighty (180) days of a Closing, an Investor may be able to receive one digital blockchain token (each, a "Blockchain Instruction Token" or "**BIT**") in respect of each Security held by or for the benefit of the Investor, to the Investor's eligible wallet address on the applicable blockchain. The Company has the right, but not the obligation, to mint and distribute BITs. BITs, if issued, may serve as a technological means of providing an instruction to the Company or Transfer Agent to register a transfer of a directly registered Security. Ownership or control of a BIT or its wallet shall not, by itself, establish record ownership of, or a security entitlement with respect to, the corresponding Security. Ownership and

rights shall be determined under the books and records maintained by the Transfer Agent. Any transfer remains subject to applicable law, the Revenue Participation Agreement and the applicable procedures of the Company or Transfer Agent.

The Securities will not be held through a custodian. Any transfer of the Securities is subject to applicable law and the procedures, agreements and actions required by the Transfer Agent or other applicable service provider.

Other Material Terms

- The Issuer does not have the right to repurchase the Securities.
- The Securities, when issued, will be fully paid and nonassessable.

Investment Perks

The investment perks below are cumulative; each tier includes everything below it. Cumulative treatment applies to the investment tiers only and does not override the separate eligibility requirements for the early-bird perks.

Ladder

Tier	Name	Core perk
$100	The Membership	Harlin House membership, digital pass
$250	The Study	Free fellowship application, idea calls, the idea pitch
$500	The Library	Companion commentary, members' poster, Q&A priority
$1,000	The Lounge	Premiere invitation, every HH event plus a guest, Blow-Me-Up eligibility
$5,000	The Table	Credit and signed artwork on the first 3 films, small group set visit
$25,000	The House	Credit on every film for 5 years, the annual dinner, development room
$100,000	The EP	Executive Producer credit on one film

Early bird

Who	Perk
Waitlist and HH card holders	48 hours of priority access before the public round opens
First 100 investors, $100 tier	Pitch an idea
First 100 investors, any tier	Founding Member numbers 000–100 on the wall and the digital pass, kept for life
First 48 hours, any tier	The Stuntman: you're eligible!
First 48 hours, any tier	The Blow-Me-Up: you're eligible!

The Surprise Perks

- The Stuntman. One investor will train with the stunt team and perform a stunt in a Harlin House film. The winner will be selected at random from eligible Investors within thirty (30) days after the Final Closing. Eligibility: everyone who invests in the first 48 hours, at any tier, plus all The Table tier members and up.
- The Blow-Me-Up! Renny Harlin blows you up: an unforgettable on-screen (fictitious) death by an epic explosion in a Harlin House film. The winner will be selected at random from eligible Investors within thirty (30) days after the Final Closing. Eligibility: everyone who invests in the first 48 hours, plus all The Lounge tier members and up.

$100: The Membership

- Harlin House membership. You are a member of the house from the day you invest.
- Digital membership pass in Apple/Google Wallet, with your member number.
- Name on the Founding Members wall, numbered in investment order.
- Monthly members' dispatch from Renny and Johanna
- Quarterly members-only town hall with Renny and Johanna.
- Pitch an idea. Send your idea for a film or series. One idea will get picked and Harlin House will buy the rights to it, develop it, and you'll get a "story-by" credit. Cap: 100

$250: The Study

- Free fellowship application. Eligible filmmakers can apply for free.

- Idea calls. While a film or series is in development, members get asked for ideas for a scene, a character or an episode. Your idea can make it into a film or help shape the story!
- Pitch an idea. Send your idea for a film or series. One idea will get picked and Harlin House will buy the rights to it, develop it, and you'll get a "story-by" credit.
- Plus everything above

$500: The Library

- Renny's companion commentary. A members-only podcast episode for each Harlin House film, made to play alongside it while you watch.
- The members' poster. A numbered limited-edition poster for each film, made just for members.
- Questions priority on the members' Q&A with Renny after each release.
- Plus everything above

$1,000: The Lounge

- The Blow-me-up! surprise perk eligibility (no 48h limit)
- An invitation for a Harlin House premiere each year (RSVP required)
- Every Harlin House event, plus a guest. Guaranteed entry for you and one guest at the events Harlin House hosts.
- Plus everything above

$5,000: The Table

- Founding Members credit in the end credits of the first 3 films Harlin House develops.
- Signed numbered artwork from the first 3 films, signed by Renny and the director.
- Small group set visit on a Harlin House production.
- "The Stuntman" eligibility
- Plus everything above

$25,000: The House

- Named in the end credits of every film Harlin House develops for 5 years.
- The annual dinner at a festival: one table with Renny, Johanna and a fellow.
- A day in the development room: a slate session, or observing a fellowship jury day.
- Signed poster from every film developed in 5 years, signed by Renny and the director.
- Plus everything above

$100,000: The EP

- Executive Producer credit on one film Harlin House develops.
- Plus everything above

HH card holders

- The HH card is free. 500 numbered cards are handed out at Harlin House, Helsinki on 13 November, first come first served to RSVPs. The first 50 are reserved for VIPs, Friends & Family.
- Card holders get into every future Harlin House event, with priority at the door.
- Card holders get early access to the investment window, before the public round opens.
- For card holders, a fellowship application is included at any investment level (normally $250 min).
- Investing is separate from the card. For everyone else, membership starts with a $100 investment.
- The HH card does not require an investment and is not offered or sold through this Offering. Card holders can claim a digital version of the card using the code printed on it.
- The HH card is separate from the digital membership pass that every Investor receives from the $100 tier. The card carries no investment perks on its own; card holders who invest receive the same digital membership pass and tier perks as other Investors.

Disclaimers

- Perks are cumulative and based on your total investment. They lapse if an investment is cancelled or refunded, and they can't be transferred.
- Capped perks go first come first served. The Founding Members wall lists the first 500 investors, and the Executive Producer credit is limited to 5 investors.

- The annual dinner seats 8, first come first served by RSVP. Set visits are in small groups and scheduled around the shoot.
- A day in the development room may be held in person or online, depending on the production.
- Travel and hotel are at the member's expense for every in-person perk. Events are those Harlin House hosts, subject to capacity.
- Physical items ship by coupon code, and members pay shipping.
- Harlin House sets the content, timing and frequency of members' updates, sessions and diaries, which can change with production schedules.
- Credits are subject to customary studio, distributor, financier and guild requirements.
- On-screen and surprise perks stay the filmmakers' creative call. Official rules for the surprise perks are published on the offering page. Participation in any on-screen or stunt activity is subject to applicable production, safety, insurance and third-party approval requirements. The Stuntman and Blow-Me-Up perks cannot be fulfilled if no Harlin House film is produced.
- Every idea and fellowship application stays private and remains the sender's unless it wins. Nothing submitted is posted or put to a vote. Everyone who submits agrees to a release, and a submission creates no ownership, payment or credit entitlement unless it wins.
- Any acquisition of rights to a selected idea is subject to a separately negotiated agreement with the submitter, including compensation and other applicable terms, and is not an unconditional commitment by Harlin House to acquire those rights.
- Investment plays no part in fellowship selection.
- Perks carry no voting, governance or creative-approval rights.
- Harlin House is solely responsible for delivering and administering perks. The Intermediary does not administer or deliver perks. Investors may need to take additional steps requested by Harlin House to receive certain perks, such as providing a shipping address, RSVPing for events or signing a release before submitting an idea.

COMMISSION AND FEES

Cash Commission

The Issuer shall pay the Intermediary a cash commission equal to the greater of $15,000.00 or seven percent (7%) of the aggregate dollar amount of Securities sold in a successful Offering. The Issuer shall also pay two nonrefundable onboarding fees of $10,000.00 each, due within five (5) calendar days after the effective date of the offering agreement and within thirty (30) calendar days after campaign launch, respectively, plus applicable payment processing fees.

Other Compensation

The Intermediary will also receive compensation in Revenue Participation Interests equal to two percent (2%) of the total Securities issued in a successful Offering.

RISK FACTORS

Investing in the Securities involves a high degree of risk and may result in the loss of your entire investment. Before making an investment decision with respect to the Securities, we urge you to carefully consider the risks described in this section and other factors set forth in this Form C. In addition to the risks specified below, the Issuer is subject to the same risks that all companies in its business, and all companies in the economy, are exposed to. These include risks relating to economic downturns, political and economic events and technological developments (such as hacking and the ability to prevent hacking). Additionally, early-stage companies are inherently riskier than more developed companies. Prospective Investors should consult with their legal, tax and financial advisors prior to making an investment in the Securities. The Securities should only be purchased by persons who can afford to lose all of their investment.

Risks Related to the Issuer's Business and Industry

We have no operating history upon which you can evaluate our performance, and accordingly, our prospects must be considered in light of the risks that any new company encounters.
We are a newly formed company with no operating history and are in the initial stages of developing and implementing our business plan. There can be no assurance that we will ever operate profitably. The likelihood of our success should be considered in light of the problems, expenses, difficulties, complications and delays usually encountered by new companies. The Issuer may not be successful in attaining the objectives necessary for it to overcome these risks and uncertainties.

The Company is dependent on additional capital to carry out its business plan.
The Company is newly formed and expects to incur costs for operations and development before realizing any substantial film-related receipts. The timing of such receipts is uncertain. If its available cash or financing is insufficient, the Company may curtail or defer the Fellowship and project development or cease operating. The independent accountants' review report dated November 9, 2026 identifies substantial doubt about the Company's ability to continue as a going concern. As of inception, the Company had no cash or other recorded assets to fund operations, and management's financing plans do not alleviate that substantial doubt. See Note 6 to the financial statements.

Global crises and geopolitical events, including without limitation, COVID-19 can have a significant effect on our business operations and revenue projections.
A significant outbreak of contagious diseases, such as COVID-19, in the human population could result in a widespread health crisis. Additionally, geopolitical events, such as wars or conflicts, could result in global disruptions to supplies, political uncertainty and displacement. Each of these crises could adversely affect the economies and financial markets of many countries, including the United States where we principally operate, resulting in an economic downturn that could reduce the demand for our products and services and impair our business prospects, including as a result of being unable to raise additional capital on acceptable terms, if at all.

The amount of capital the Issuer is attempting to raise in this Offering may not be enough to sustain the Issuer's current business plan.
In order to achieve the Issuer's near and long-term goals, the Issuer may need to procure funds in addition to the amount raised in the Offering. There is no guarantee the Issuer will be able to raise such funds on acceptable terms or at all. If we are not able to raise sufficient capital in the future, we may not be able to execute our business plan, our continued operations will be in jeopardy and we may be forced to cease operations and sell or otherwise transfer all or substantially all of our remaining assets, which could cause an Investor to lose all or a portion of their investment.

The Issuer's success depends on its management and creative team.
The Company depends on Max Michael for management and operations and on Renny Harlin and Johanna Harlin for creative leadership, mentorship, producing and community engagement. The principals may have other business commitments. The departure, unavailability or competing commitments of any of them could materially impair the Company's ability to source projects, secure financing or carry out the Fellowship.

The Fellowship may fail to attract suitable filmmakers or material.
The Fellowship depends on the Company's ability to attract submissions, identify commercially viable material and engage filmmakers on acceptable terms. The podcast and industry relationships may not produce a sufficient flow of viable projects. Development resources committed to projects that do not proceed may be unrecoverable.

Damage to our reputation could negatively impact our business, financial condition and results of operations.
Our reputation and the quality of our brand are critical to our business and success in entertainment industry. Any incident that erodes consumer loyalty for this brand could significantly reduce its value and damage our business. We may be adversely affected by any negative publicity, regardless of its accuracy. Also, there has been a marked increase in the use of social media platforms and similar devices, including blogs, social media websites and other forms of internet-based communications that provide individuals with access to a broad audience of consumers and other interested persons. The availability of information on social media platforms is virtually immediate as is its impact. Information posted may be adverse to our interests or may be inaccurate, each of which may harm our performance, prospects or business. The harm may be immediate and may disseminate rapidly and broadly, without affording us an opportunity for redress or correction.

The Issuer is not subject to Sarbanes-Oxley regulations and may lack the financial controls and procedures of public companies.

The Issuer may not have the internal control infrastructure that would meet the standards of a public company, including the requirements of the Sarbanes Oxley Act of 2002. As a privately-held (non-public) issuer, the Issuer is currently not subject to the Sarbanes Oxley Act of 2002, and its financial and disclosure controls and procedures reflect its status as a development stage, non-public company. There can be no guarantee that there are no significant deficiencies or material weaknesses in the quality of the Issuer's financial and disclosure controls and procedures. If it were necessary to implement such financial and disclosure controls and procedures, the cost to the Issuer of such compliance could be substantial and could have a material adverse effect on the Issuer's results of operations.

Dependence to secure domestic and international distribution.

Each Slate Film will depend on securing distribution or other exploitation arrangements on acceptable terms. A production or sales partner may control those arrangements. The Company may not secure a buyer or distributor, and any distributor may fail to account or remit amounts in full or on time.

Uncertain Economic Conditions.

The entertainment business and market is unpredictable. Changes in world, national and local economic conditions affect such business and markets. These could include, for example, the impact on economic conditions of terrorist attacks or the escalation or further outbreak of armed conflict involving the United States. Any negative change in the general economic conditions in the United States, or in any other material portion of the worldwide economy could adversely affect revenues from Slate Films and, therefore, investment returns to Investors. The economic performance of a film cannot be assured because the revenue derived from the distribution of a motion picture (which does not necessarily bear any correlation to the production or distribution costs incurred) depends primarily upon its acceptance by the public, which cannot be accurately predicted. The economic performance of a motion picture also depends upon the public's acceptance of competing films, the availability of alternative forms of entertainment and leisure time activities, general economic conditions and other tangible and intangible factors, all of which can change and cannot be predicted with certainty.

The Company may never receive any film profit participation payments.

A Slate Film may generate revenue without generating any profit participation payments to the Company. Production costs, sales and distribution fees and expenses, collection fees, repayment of senior debt, repayment of production investors' investments and other amounts entitled to priority under the applicable film agreements may be paid before the Company receives any share of film profits. The Company may have limited control over these payment priorities or the accounting and reporting practices of the parties collecting and distributing the film's revenues.

Commercial results may vary substantially across Slate Films.

A slate may include few or no qualifying films. The performance of any one Slate Film may account for a substantial portion of the Company's receipts. The Company cannot predict whether any film will generate a development reimbursement, fee, film profit participation or sequel rights fee, or whether any sale proceeds will be received.

Competition.

The number of feature films or television series released by competitors may create a situation of oversupply in the market, and may make it more difficult for Slate Films to succeed. Should the supply of feature films or television series exceed audience demand, it will be more difficult to find distribution for Slate Films or generate revenues from their release. If the distributor for Slate Films is less successful than its competitors at convincing exhibitors to show its films, and the Company's competitors increase the number of films available for distribution and the number of exhibition screens remains static, it could be more difficult for the distributor of a Slate Film to release it during optimal release periods, which could reduce the Company's profit participation and have an adverse effect on the Company's revenues and therefore on the Company's business, financial condition and results of operations.

Piracy.

Motion picture piracy is extensive in many parts of the world and is made easier by technological advances and the conversion of motion pictures into digital formats. This trend facilitates the creation, transmission and sharing of high-quality unauthorized copies of motion pictures in theatrical release, on videotapes and DVDs, from pay-per-view through set top boxes and other devices and through unlicensed broadcasts on free TV and the internet. The proliferation of unauthorized copies of these products will likely continue, and if it does, will have an adverse effect on the Company's business, because these products could reduce the revenue generated by Slate Films. Additionally, in order to contain this problem, a Slate

Film's distributor may have to implement elaborate and costly security and anti-piracy measures, which could result in significant expenses and losses of revenue. There can be no assurance that even the highest levels of security and anti-piracy measures will prevent piracy. In particular, unauthorized copying and piracy are prevalent in countries outside of the U.S., whose legal systems may make it difficult for the Company to enforce its intellectual property rights. While the U.S. government has publicly considered implementing trade sanctions against specific countries that, in its opinion, do not make appropriate efforts to prevent copyright infringements of U.S. produced motion pictures, there can be no assurance that any such sanctions will be enacted or, if enacted, will be effective. In addition, if enacted, such sanctions could impact the amount of revenue generated from the international exploitation of Slate Films. If no embargoes or sanctions are enacted, or if other measures are not taken, the Company may lose revenue as a result of motion picture piracy. Any of these occurrences could have a material adverse effect on the commercial performance of Slate Films.

Intellectual Property infringement claims.
One of the risks of the entertainment business is the possibility that others may claim that the production of a project misappropriates or infringes the intellectual property rights of third parties with respect to their previously developed films, stories, characters, other entertainment or intellectual property. Any such assertions or claims may materially adversely affect the Company's ability to develop and finance its projects. Irrespective of the validity or the successful assertion of such claims, the Company could incur significant costs and diversion of resources in defending against them, which could have a material adverse effect on the Company's business, financial condition or results of operations. If any claims or actions are asserted against the Company, the Company may seek to settle such claim by obtaining a license from the plaintiff covering the disputed intellectual property rights. The Company cannot provide any assurances, however, that under such circumstances a license, or any other form of settlement, would be available on reasonable terms or at all. Any of these occurrences could have a material adverse effect on the Company's ability to develop, produce and distribute Slate Films.

Third parties may control marketing and release of Slate Films.
The timing, scope and effectiveness of a distributor's release and marketing decisions may materially affect receipts. The Company may have limited or no control over those decisions or the funds spent by a distributor to promote a film.

Entertainment investments.
The production, distribution and other exploitation of entertainment productions are highly speculative, and traditionally have involved a high degree of risk. The record for independent (non-major) productions may not be much better. Only a small percentage of projects seeking production funding ever receive full production funding and are made. Further, it is generally believed in the entertainment industry that only a relatively small percent of projects is sufficiently successful to recover production and distribution costs. The success of entertainment productions is dependent upon a variety of factors over which the Company will have limited or no control, such as public taste, critical reviews, promotion and distribution, and the popularity of other entertainment productions then being financed or distributed.

Changes in government regulation could adversely impact our business.
The motion picture and entertainment industry is subject to extensive legislation and regulation at the federal and local levels and, in some instances, at the state level. The Company and the production, distribution and exploitation of Slate Films may be affected by laws and regulations concerning intellectual property, employment, immigration, workplace safety, taxation, production incentives and other matters in the jurisdictions in which the Company operates or Slate Films are produced or exploited. We expect that court actions and regulatory proceedings will continue to refine our rights and obligations under applicable federal, state and local laws, which cannot be predicted. Modifications to existing requirements or imposition of new requirements or limitations could have an adverse impact on the Company, Slate Films and amounts available for distribution to Investors.

We face risks relating to competition for the leisure time and discretionary spending of audiences, which has intensified in part due to advances in technology and changes in consumer expectations and behavior.
Our business is subject to risks relating to increasing competition for the leisure time and discretionary spending of consumers. We compete with all other sources of entertainment and information delivery. Technological advancements, such as new video formats and internet streaming and downloading of programming that can be viewed on televisions, computers and mobile devices have increased the number of entertainment and information delivery choices available to consumers and intensified the challenges posed by audience fragmentation. The increasing number of choices available to audiences, including low-cost or free choices, could negatively impact consumer demand for Slate Films. Our failure to effectively anticipate or adapt to new technologies and changes in consumer expectations and behavior could significantly adversely affect our competitive position.

Film production may be delayed, interrupted or abandoned.
Even if a project is authorized to proceed, cast availability, financing shortfalls, cost overruns, labor issues, force majeure and failures by production partners may prevent completion. Completion protection, if required or obtained for a project, may be unavailable or may not cover a particular loss.

The Company's collections may depend on other parties.
Project entities, production partners, distributors, sales agents and other third parties may collect and administer film receipts. A third party's failure to account, remit or perform under a contract, or the absence of an independent collection arrangement, could delay or reduce amounts payable to the Company and Investors.

The Company has limited control over greenlighting and the Slate Film window.
The Company's selection of a project for development does not assure its production. The production decision depends on the applicable producers, financing parties or other counterparties. A project may be abandoned, delayed beyond the five-year qualification window or produced on terms that generate little or no cash for the Company.

The Company may be unable to secure or retain the rights it needs.
Project options and licenses may expire or revert or may restrict territories, media, sublicensing, sequel rights or assignments. The Company's interest in a film and any receipts may depend on completing chain of title and negotiating project-specific rights, fees and film profit participation in enforceable agreements.

European production and incentives expose the Company to additional risks.
The Company expects to pursue projects with a European focus. Local production and co-production requirements, labor rules, currency fluctuations, cross-border taxation and withholding, changes to incentives, qualification failures and delays in rebate payments may raise costs, prevent a film from closing financing or reduce amounts available to the Company.

Risks Related to the Offering

The U.S. Securities and Exchange Commission does not pass upon the merits of the Securities or the terms of the Offering, nor does it pass upon the accuracy or completeness of any Offering document or literature.
You should not rely on the fact that our Form C is accessible through the U.S. Securities and Exchange Commission's EDGAR filing system as an approval, endorsement or guarantee of compliance as it relates to this Offering. The U.S. Securities and Exchange Commission has not reviewed this Form C, nor any document or literature related to this Offering.

Neither the Offering nor the Securities have been registered under federal or state securities laws.
No governmental agency has reviewed or passed upon this Offering or the Securities. Neither the Offering nor the Securities have been registered under federal or state securities laws. Investors will not receive any of the benefits available in registered offerings, which may include access to periodic reports and annual financial statements audited by an independent accounting firm. A review of financial statements by an independent certified public accountant is more limited in scope than an audit and does not provide an audit opinion. Investors must therefore assess the adequacy of disclosure and the fairness of the terms of this Offering based on the information provided in this Form C and the accompanying exhibits.

The Issuer may have broad discretion in how the Issuer uses the net proceeds of the Offering.
Subject to the purposes and allocations described under "Use of Proceeds," the Issuer will have considerable discretion over the use of proceeds from the Offering. You may not have the opportunity, as part of your investment decision, to assess whether the proceeds are being used appropriately.

The Issuer has the right to limit individual Investor commitment amounts based on the Issuer's determination of an Investor's sophistication.
The Issuer may prevent any Investor from committing more than a certain amount in this Offering based on the Issuer's determination of the Investor's sophistication and ability to assume the risk of the investment. This means that your desired investment amount may be limited or lowered based solely on the Issuer's determination and not in line with relevant investment limits set forth by the Regulation CF rules. This also means that other Investors may receive larger allocations of the Offering based solely on the Issuer's determination.

The Issuer has the right to extend the Offering Deadline.
The Issuer may extend the Offering Deadline beyond what is currently stated herein. This means that your investment may continue to be held in escrow while the Issuer attempts to raise the Target Offering Amount even after the Offering Deadline stated herein is reached. While you have the right to cancel your investment in the event the Issuer extends the Offering Deadline, if you choose to reconfirm your investment, your investment will not be accruing interest during this time and will simply be held until such time as the new Offering Deadline is reached without the Issuer receiving the Target Offering Amount, at which time it will be returned to you without interest or deduction, or the Issuer receives the Target Offering Amount, at which time it will be released to the Issuer to be used as set forth herein. Upon or shortly after the release of such funds to the Issuer, the Securities will be issued and distributed to you.

The Issuer may also end the Offering early.
If the Target Offering Amount is met after 21 calendar days, but before the Offering Deadline, the Issuer can end the Offering by providing notice to Investors at least 5 business days prior to the end of the Offering. This means your failure to participate in the Offering in a timely manner, may prevent you from being able to invest in this Offering – it also means the Issuer may limit the amount of capital it can raise during the Offering by ending the Offering early.

The Issuer has the right to conduct multiple closings during the Offering.
If the Issuer meets certain terms and conditions, an intermediate close (also known as a rolling close) of the Offering can occur, which will allow the Issuer to draw down on seventy percent (70%) of Investor proceeds committed and captured in the Offering during the relevant period. The Issuer may choose to continue the Offering thereafter. Investors should be mindful that this means they can make multiple investment commitments in the Offering, which may be subject to different cancellation rights. Investors may cancel an investment commitment until forty-eight (48) hours before the closing applicable to that commitment, subject to the procedures and notices described in this Form C. For example, if an intermediate close occurs and later a material change occurs as the Offering continues, Investors whose investment commitments were previously closed upon will not have the right to re-confirm their investment as it will be deemed to have been completed prior to the material change.

No Guarantee of Return on Investment
There is no assurance that an Investor will realize a return on its investment or that it will not lose its entire investment. For this reason, each Investor should read the Form C and all Exhibits carefully and should consult with its own attorney and business advisor prior to making any investment decision.

The Target Offering Amount may not fund Fellowship or project development activities.
At the $75,000.00 Target Offering Amount, the $15,000.00 minimum cash commission leaves $60,000.00, which is allocated to repayment of founder advances. No separate amount is allocated to Fellowship or project development activities at that level. The Company may need to defer expenses, reallocate available funds or obtain additional funding to undertake those activities. Each film will depend on separate production arrangements and financing. See "Use of Proceeds."

Risks Related to the Securities

The reserve and timing of receipts may delay investor payments.
Except for Sale Participation, the Company's ability to pay Investors depends on actual cash receipts, the three-month operating reserve, the $50,000 minimum aggregate payment amount and the payment schedule under the Revenue Participation Agreement. The Company may increase its operating budget without a fixed dollar limit, which may increase the reserve. The Company may make payments below $50,000 in its discretion. Receipts may be irregular. As a result, an amount may accrue and remain unpaid, and the Payment Hurdle may never be met. New financing retained by the Company is excluded from Sale Participation. Sale proceeds may be reduced by transaction expenses and debt repayments, and payment on deferred or contingent sale consideration depends on its actual receipt.

Investors will not have voting rights.
Investors are not equity owners of the Issuer and, therefore, have no voting rights. Thus, by participating in the Offering, Investors will not be able to vote upon matters related to the governance and affairs of the Issuer nor take or effect actions that might otherwise be available to holders of the equity securities of the Issuer.

The Securities will not be freely tradable under the Securities Act until one year from when securities are issued. Although the Securities may be tradable under federal securities law, state securities regulations may apply, and each Investor should consult with their attorney.

You should be aware of the long-term nature of this investment. There is not now and likely will not ever be a public market for the Securities. Because the Securities have not been registered under the Securities Act or under the securities laws of any state or foreign jurisdiction, the Securities have transfer restrictions and cannot be resold in the United States during the first year after issuance except pursuant to the exceptions in Rule 501 of Regulation CF. After that period, transfers remain subject to applicable securities laws and the Revenue Participation Agreement. It is not currently contemplated that registration under the Securities Act or other securities laws will be effected. Limitations on the transfer of the Securities may also adversely affect the price that you might be able to obtain for the Securities in a private sale. Investors should be aware of the long-term nature of their investment in the Issuer. Each Investor in this Offering will be required to represent that they are purchasing the Securities for their own account, for investment purposes and not with a view to resale or distribution thereof.

The use of Blockchain Instruction Tokens and related technology may be subject to cybersecurity, operational and technology risks.

The Company may issue Blockchain Instruction Tokens ("**BIT**s") as a technological means by which Investors may provide instructions regarding transfers of the Securities. BITs, digital wallets, blockchain networks and related software and systems may be subject to hacking, theft, loss of private keys or other access credentials, network disruptions, software bugs, coding errors, malicious attacks and other technological or operational failures. The systems and procedures of the Company's transfer agent may also experience errors, delays or interruptions. Any such event could delay, disrupt or prevent an Investor from using a BIT to effect a transfer of Securities and could adversely affect the liquidity or transferability of the Securities. A BIT does not itself constitute or determine ownership of the corresponding Security. Ownership of, or a security entitlement with respect to, the Securities shall be determined under the books and records maintained by the Transfer Agent. Accordingly, the loss, theft or compromise of a BIT or an Investor's digital wallet would not, by itself, result in the loss of ownership of, or a security entitlement with respect to, the underlying Security, although it could interfere with or delay the Investor's ability to transfer the Security.

Investors are not equity holders of the Issuer.

Investors are not equity holders of the Issuer and will not have an ownership claim to the Issuer or to any of its assets.

There is no present market for the Securities and we have arbitrarily set the price.

The offering price was not established in a competitive market. We have arbitrarily set the price of the Securities with reference to the general status of the securities market and other relevant factors. The offering price for the Securities should not be considered an indication of the actual value of the Securities and is not based on our asset value, net worth, revenues or other established criteria of value. We cannot guarantee that the Securities can be resold at the offering price or at any other price.

The Securities are unsecured contractual obligations and Investors may have limited recovery in the event of the Company's bankruptcy or dissolution.

The Securities do not constitute equity interests in the Company and are not secured by any lien on the Company or any Slate Film or its assets. Investors' rights to payment are unsecured contractual claims and are subject to the rights of secured creditors, lenders and other creditors having priority under applicable law. In the event of the Company's bankruptcy, insolvency, liquidation or dissolution, there may be insufficient assets to satisfy the Company's obligations to Investors, and Investors may recover little or nothing.

Investors will have limited inspection or information rights.

Investors are not "members" of the Issuer and will not have the right to inspect the books and records of the Issuer or to receive financial or other information from the Company, other than as may be required by law or provided in the Revenue Participation Agreement. Members of the Company may have such rights. Regulation CF requires annual reports on Form C-AR until the Company becomes eligible to terminate its ongoing reporting obligations, as well as certain offering-related disclosures and updates. Additionally, there are numerous methods by which the Company can terminate annual report obligations, after which Investors may receive only the information required by the Revenue Participation Agreement or other applicable law. This lack of information could put Investors at a disadvantage in general and with respect to other security holders of the Company. In addition, the Company is not currently subject to the reporting requirements of the U.S. Securities Exchange Act of 1934 (the "Exchange Act"). Therefore, Investors may not have access to information to which

they would have access if the investment were made in a publicly held company whose securities were registered under the Exchange Act, and which is subject to the reporting regulations provided by the Exchange Act.

IN ADDITION TO THE RISKS LISTED ABOVE, RISKS AND UNCERTAINTIES NOT PRESENTLY KNOWN, OR WHICH WE CONSIDER IMMATERIAL AS OF THE DATE OF THIS FORM C, MAY ALSO HAVE AN ADVERSE EFFECT ON OUR BUSINESS AND RESULT IN THE TOTAL LOSS OF YOUR INVESTMENT.

BUSINESS

Description of the Business

Harlin House, LLC (the "**Company**" or the "**Issuer**") is a Delaware limited liability company formed on October 1, 2026. The Company was formed to develop, package and participate in the production and exploitation of motion pictures, with a focus on European action and genre features and emerging filmmakers.

The Company has no operating history and is in the early stages of implementing its business plan. The Offering is intended to fund development and Company operations, including the Filmmaker Fellowship described below. The Company expects each film to depend on separate production financing and arrangements with financing, production and distribution partners.

The Company's principals, Renny Harlin, Johanna Harlin and Max Michael, bring experience in filmmaking, producing, packaging and international entertainment business. Renny and Johanna Harlin host the Harlin House podcast, which the Company intends to use to build an audience, attract submissions and develop relationships with filmmakers.

The Company expects to seek reimbursement of its development costs and to negotiate producing fees, film profit participation and rights fees for individual films. It may also seek podcast sponsorship or endorsement revenue. The terms of Investors' participation in specified amounts received by the Company are described in "The Securities."

Business Plan

The Company intends to operate a program to identify and mentor emerging filmmakers and develop and package their projects for financing and production (the "**Filmmaker Fellowship**"). Its objective is to build a pipeline of action and genre features that the Company can advance from development into separately financed productions.

Submissions and Selection. The Company expects to source material and filmmakers through submissions from emerging filmmakers, referrals, industry relationships and the audience around its podcast. It intends to evaluate the filmmaker's experience, the quality of the material, its fit with the Company's action and genre focus and the feasibility of producing it within the anticipated budget and location parameters. Investment shall play no part in Fellowship selection. Fellowship applications and the idea-pitch opportunity described under "Investment Perks" are separate submission tracks.

Film Mandate. The Company's film mandate calls for action and genre features with at least fifty percent (50%) of the story set in Europe or capable of being filmed there, emerging directors making their second or third feature and a net production budget of approximately €1,000,000.00 to €5,000,000.00 per film after anticipated production incentives. Eligible filmmakers must hold a passport issued by a European country and must not be members of the Writers Guild of America or Directors Guild of America.

Rights and Development. For projects it chooses to advance, the Company intends to negotiate an option or other development rights with the rights holder. Depending on the project, it may fund script work, budgeting, scheduling, casting or talent outreach, and preparation of pitch or presentation materials. Renny Harlin is expected to provide creative mentorship, and the team intends to assist with packaging and production planning.

Production Financing and Greenlight. The Company intends to present developed projects to European production and co-production partners, financiers and potential distribution partners. Whether a project moves into production depends on securing financing, rights and talent, satisfying other project requirements, and obtaining approval from the party or parties with authority to greenlight the film. Selection for development does not commit any party to finance or produce the film.

Production and Exploitation. Production may be carried out by third-party production partners or through project-specific arrangements or entities. The Company intends to negotiate its producing role, development reimbursement, fees, film profit participation and rights fees in the applicable agreements. Whether the Company receives any of those amounts, and how much it receives, will depend on the terms negotiated and the progress and performance of each film.

Development Risk. The Company may stop developing a project or allow an option to lapse if it cannot secure rights, talent, financing or commercially acceptable terms. Development costs for a project that is abandoned, delayed or never produced may not be recovered. The Company currently has no film in production and has identified no committed production financing.

Audience Development. The Company intends to use the Harlin House podcast, digital promotion and community events to reach filmmakers and action and genre-film audiences. Those activities are intended to support project sourcing and awareness of the Company and its slate. Audience engagement may not translate into financing, distribution or film revenues.

Products and Services

The Company's principal planned activities are the following:

Film Development and Packaging. Sourcing projects and filmmakers, securing development rights, mentoring filmmakers and preparing projects for presentation to prospective production and financing partners.

Producing and Rights Exploitation. Providing producing and related services and seeking negotiated fees, film profit participation and rights in individual productions and any applicable sequels.

Podcast and Community Activities. Developing audience and filmmaker relationships through the podcast and events and pursuing related sponsorship or endorsement opportunities.

Customer Base

The Company expects to engage action and genre-film audiences, independent-film viewers and audiences interested in the work of emerging European filmmakers. The podcast is also intended to reach filmmakers, writers and other industry participants who may bring projects to the Company.

Potential counterparties include producers and co-producers, financiers, production service companies, sales agents, distributors, broadcasters, streaming platforms and licensees. Commercial opportunities will depend on the rights the Company obtains and the agreements negotiated for each project.

Intellectual Property

The Company has identified no intellectual property it currently owns in any film project. It intends to obtain rights for individual projects through options, licenses, assignments or other agreements and to negotiate rights for development, production, licensing and, where available, sequels or other exploitation.

The scope, term, territory, transferability and reversion of those rights will depend on each agreement. Ownership of underlying material may remain with its existing owner. The Company's ability to earn rights fees or retain an interest in a project depends on the rights secured under the applicable agreements.

The Company's Operating Agreement addresses ownership and assignment of certain work product created for the Company. Rights in the podcast, branding, submissions and other materials depend on the relevant assignments, licenses and other agreements.

Competition

The Company competes with independent film production companies, entertainment studios and other companies developing, producing and commercializing original motion pictures and entertainment intellectual property. The market for

motion picture financing, production, distribution and audience attention is highly competitive, and the Company will compete with companies that may have substantially greater financial, production, distribution and marketing resources.

The Company intends to distinguish its business through its focus on European action and genre filmmaking, hands-on mentorship, relationships with potential production and financing partners, and a community built around the Harlin House podcast. Competing businesses may have more funding, existing rights, distribution access and established production capacity.

Governmental/Regulatory Approval and Compliance

The Company is subject to applicable federal, state and local laws in the United States and to the laws of other jurisdictions where it conducts activities. Productions may be subject to local permits, employment and labor rules, immigration requirements, co-production requirements and other regulations.

Any production incentives included in the financing plan remain subject to the applicable approvals, eligibility requirements, production deadlines, qualifying expenditures and other conditions.

Litigation

There are no existing legal suits pending, or to the Company's knowledge, threatened against the Company.

USE OF PROCEEDS

The following table sets out the intended allocation of gross Offering proceeds. It separates the cash commission from the funds available for development and Company operations.

Use of Proceeds	% of Proceeds if Target Offering Amount Raised	Amount if Target Offering Amount Raised	% of Proceeds if Maximum Offering Amount Raised	Amount if Maximum Offering Amount Raised
Intermediary Cash Commission	20%	$15,000	7%	$70,000
Fellowship and Project Development	0%	$0	15%	$150,000
Principal Compensation, Affiliated Services and Reimbursements	0%	$0	17%	$172,000
Podcast, Community and Marketing	0%	$0	10%	$99,000
Working Capital and General Operating Expenses	0%	$0	44%	$436,720
Offering Expense Reimbursements and Founder Advance Repayments	80%	$60,000	7%	$72,280
Total	**100%**	**$75,000**	**100%**	**$1,000,000**

The Intermediary's cash commission will be $15,000 (20%) at the $75,000 Target Offering Amount and $70,000 (7%) at the $1,000,000 Maximum Offering Amount. These amounts exclude separate onboarding and payment processing fees. Compensation payable in Securities does not reduce gross cash proceeds.

At the Target Offering Amount, the Company intends to allocate the $60,000 remaining after the Intermediary's cash commission to repayment of founder advances. At the Maximum Offering Amount, the allocations include $150,000 for Fellowship and project development, $100,000 for principal compensation and $72,000 for affiliated services. Podcast, community and marketing activities include podcast production, publicity and events. Working capital includes payroll costs, professional services, compliance, insurance, travel, contingency and funds for continuing operations. Offering expense reimbursements and founder advance repayments are estimated from the Company's financial model and include setup costs and modeled interest; they do not establish the amount of debt currently outstanding.

MANAGERS, OFFICERS AND KEY PERSONS

The managers, officers and key persons of the Company are listed below along with all positions and offices held at the Company and their principal occupation and employment responsibilities for the past three (3) years.

Name	**Positions and Offices Held at the Company**	**Principal Occupation and Employment Responsibilities for the Last Three (3) Years**
Max Michael	Co-Founder, Managing Partner and Manager	Co-Founder and Manager of Harlin House, LLC since October 1, 2026, responsible for packaging, financing and operations. Founder and Chief Executive Officer of M3 Global Strategy, a consulting business, 2025–present. Head of Asia Business at United Talent Agency, a talent and entertainment agency, 2008–2025.
Renny Harlin	Founder and Chief Creative Officer	Founder and Chief Creative Officer of Harlin House, LLC since October 1, 2026, responsible for creative development and filmmaker mentorship. Film director and producer throughout the past three (3) years, responsible for directing and creative oversight of international motion-picture productions. Recent projects include *The Beast, Deep Water, Black Tides* and *The Strangers* trilogy.

Johanna Harlin	Co-Founder and President	Co-Founder and President of Harlin House, LLC since October 1, 2026, responsible for producing, the podcast and community activities. Film producer and media entrepreneur during the past three (3) years, with work in creative development, production and international collaboration. Her work includes producing *Deep Water* and the Harlin House podcast.

Biographical Information

Max Michael serves as the Company's Manager and Managing Partner and oversees operations, business affairs, financing and packaging. He has served as Founder and Chief Executive Officer of M3 Global Strategy since 2025. From 2008 to 2025, he served as Head of Asia Business at United Talent Agency, a talent and entertainment agency.

Renny Harlin is a Finnish film director and producer with more than four decades of experience in Hollywood and international filmmaking. His directing credits include *Die Hard 2*, *Cliffhanger*, *The Long Kiss Goodnight*, *Deep Blue Sea* and *A Nightmare on Elm Street 4: The Dream Master*. His recent projects include *The Bricklayer*, *The Strangers* trilogy, *Deep Water* and *The Beast*. His work has included productions in the United States, China and Europe. As the Company's Founder and Chief Creative Officer, he is responsible for creative development and filmmaker mentorship.

Johanna Harlin is a film producer, entrepreneur and media personality with experience in film, television, podcasting and digital entertainment. Her film work includes *The Strangers trilogy*, *The Bricklayer*, *Deep Water* and *The Beast*. She previously worked in Finnish television and media and as a teacher, including in special education, and holds a master's degree in education. As the Company's Co-Founder and President, she is responsible for producing, community activities and the Harlin House podcast.

Indemnification

The Company's Operating Agreement provides for indemnification and advancement of expenses for specified persons to the extent permitted by applicable law and subject to the conditions and exceptions set forth therein.

CAPITALIZATION, DEBT AND OWNERSHIP

Capitalization

The Issuer is a manager-managed Delaware limited liability company with one class of membership interests. MMichael HHouse, LLC holds one-third and Tammio Movie Company, LLC holds two-thirds of the outstanding membership interests. Max Michael serves as sole Manager. Under the Operating Agreement, the Manager oversees the Company's day-to-day business and the members retain approval rights over specified material matters.

Outstanding Capital Interests

As of the date of this Form C, the Issuer's outstanding capital interests consist of:

Type	Membership Interests
Amount Outstanding	100%
Voting Rights	Max Michael manages the Company. The two members hold voting interests in the percentages shown below and both must approve the material matters reserved to members under the Operating Agreement.
Anti-Dilution Rights	No
How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF	The Securities issued pursuant to this Offering are not membership interests in the Company, and do not confer ownership or voting rights in the Company. The holders of the membership interests control the Company, subject to applicable law and the Company's contractual obligations, including under the Revenue Participation Agreement.
Percentage ownership of the Issuer by the holders of such security (assuming conversion prior to the Offering if convertible securities).	100%

Outstanding Options, SAFEs, Convertible Notes, Warrants

As of the date of this Form C, the Issuer does not have any options, SAFEs, convertible notes or warrants outstanding.

Outstanding Debt

Max Michael has made founder advances of approximately $70,000 to fund the Company's formation, Offering preparation and initial operations. These advances bear interest at eight percent (8%) per annum, with estimated interest of approximately $2,780, and shall be repaid from Offering proceeds.

Ownership

The table below identifies the direct owners of twenty percent (20%) or more of the Issuer's outstanding voting interests and the individuals who beneficially own those interests.

Name and Individual Beneficial Owners	**Amount and Type or Class Held**	**Percentage Ownership (in terms of voting power)**
Tammio Movie Company, LLC	Two-thirds of the Company's membership interests	66⅔%
MMichael HHouse, LLC	One-third of the Company's membership interests	33⅓%

Tammio Movie Company, LLC is owned jointly by Renny Harlin and Johanna Harlin. MMichael HHouse, LLC is wholly owned by Max Michael.

FINANCIAL INFORMATION

Please see the financial information listed on the cover page of this Form C and attached hereto in addition to the following information. Financial statements are attached hereto as Exhibit A.

Cash and Cash Equivalents

As of October 1, 2026, the Company had $0.00 in cash and cash equivalents.

Liquidity and Capital Resources

As of October 1, 2026, the Company had no recorded assets or liabilities and had generated no revenue or operating expenses. The Company expects to rely on Offering proceeds and founder funding to pay development and operating expenses. At the Target Offering Amount, all $60,000 remaining after the cash commission is allocated to founder advance repayments, and no separate amount is allocated to Fellowship or project development activities. The three-month operating reserve described under "Payment to Investors" applies only to payments to Investors from qualifying receipts and does not restrict the Company's use of Offering proceeds.

The Company has incurred costs in connection with formation, the Offering and initial operations. Certain expenses have been advanced by or on behalf of Max Michael. See "Outstanding Debt" and "Transactions with Related Persons and Conflicts of Interest."

The Company's financial model budgets annual operating and development expenditures of $585,795.00, or approximately $48,816.25 per month, before additional startup and Offering costs. Actual expenditures shall depend on the funds raised and the pace of development. The Target Offering Amount will not support this full operating plan. At the Maximum Offering Amount, after the $70,000.00 cash commission and the model's estimated $72,280.00 of founder repayments, approximately $857,720.00 would remain, equivalent to approximately seventeen and one-half (17.5) months of spending at the modeled rate before additional receipts. This estimate assumes no increase in spending and is not a statement of cash currently available.

The Company expects film-related receipts to depend on separate project agreements and on projects progressing into production or exploitation. The Company has identified no committed financing for a specific production.

The Company cannot predict when or whether it will generate material revenues. Development costs may precede receipts by several years, and some projects may produce no receipts.

Production financing is expected to be arranged separately for each film. The structure may vary by film and could include co-production financing, project equity, distribution advances or pre-sales, and applicable production incentives.

Potential sources of project-level financing include:

Production partners and equity. The Company expects to seek arrangements with producers, co-producers, film financiers and strategic partners. Those parties may receive repayment or a share of project receipts before any film profit participation becomes payable to the Company.

Distribution and pre-sales. A project may seek advances against future distribution rights or pre-sales in specific territories, subject to the project's package, market conditions and negotiated terms.

Production incentives. A project may seek available rebates or incentives and related bridge financing, subject to eligibility, approvals, timing and conditions.

Valuation

Although the Securities provide certain terms, the Intermediary has ascribed no pre-Offering valuation to the Issuer; the Securities are priced arbitrarily and the Issuer makes no representations as to the reasonableness of the price of the Securities.

Trends and Uncertainties

The Company's ability to implement its plan depends on the net proceeds available for development, the results of project sourcing and development, and its ability to arrange third-party rights, financing and production agreements. See "Risk Factors."

Material Changes and Other Information

None

Previous Offerings of Securities

The Company issued its outstanding membership interests to MMichael HHouse, LLC and Tammio Movie Company, LLC in connection with its formation under Section 4(a)(2) of the Securities Act of 1933. Each member's initial capital contribution was $0.00. The Company has not conducted any other prior securities offerings.

TRANSACTIONS WITH RELATED PERSONS AND CONFLICTS OF INTEREST

From time to time the Issuer may engage in transactions with related persons. Related persons are defined as any director, manager or officer of the Issuer; any person who is the beneficial owner of twenty percent (20%) or more of the Issuer's outstanding voting Equity Securities, calculated on the basis of voting power; any promoter of the Issuer; any immediate family member of any of the foregoing persons or an entity controlled by any such person or persons. Additionally, the Issuer will disclose here any transaction since the beginning of the issuer's last fiscal year, or any currently proposed transaction, to which the issuer was or is to be a party and the amount involved exceeds five percent (5%) of the aggregate amount of capital raised by the issuer in reliance on section 4(a)(6) during the preceding twelve-month period, including the amount the Issuer seeks to raise in this Offering, in which any of the following persons had or is to have a direct or indirect material interest: (i) any director, manager or officer of the issuer; (ii) any person who is, as of the most recent practicable date but no earlier than 120 days prior to the date the offering statement or report is filed, the beneficial owner of twenty percent (20%) or more of the issuer's outstanding voting Equity Securities, calculated on the basis of voting power; (iii) if the issuer was incorporated or organized within the past three years, any promoter of the issuer; or (iv) any member of the family of any of the foregoing persons, which 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, and shall include adoptive relationships. The term *spousal equivalent* means a cohabitant occupying a relationship generally equivalent to that of a spouse.

The Company has undertaken or proposes to undertake the following transactions with related persons:

- Max Michael, the Company's Manager and one-third beneficial owner, has advanced funds for the Company's formation, Offering preparation and initial operations. The Company expects to repay these advances from Offering proceeds. See "Outstanding Debt."

- The Company's initial operating budget provides for consulting fees of $6,000.00 per month, or $72,000.00 annually, to M3 Global Strategy, a company owned by Max Michael, for operations coordination and investor relations services. These fees are separate from Mr. Michael's budgeted compensation for his services to the Company.

- The Company's initial annual operating budget also provides for principal compensation of $25,000.00 to Max Michael, $25,000.00 to Renny Harlin and $50,000.00 to Johanna Harlin. These amounts represent planned compensation and do not reflect amounts already paid or accrued.

- The Company's principals shall collectively receive twenty percent (20%) of the Company's film profit receipts from Slate Films, as described under "The Securities." Their participation shall be calculated without reducing the receipts used to calculate the Investors' share and shall be paid from the same pool and at the same time as the Investors' film profit participation. If payment of the Investors' film profit participation is deferred, payment of the principals' participation shall also be deferred.

The Operating Agreement requires approval of specified related-party arrangements and disclosure of the relevant interests. A related person may have interests that differ from those of the Company and Investors.

The Company's principals and their affiliates may pursue outside entertainment or other activities. Those activities can compete for their time, material, financing and other opportunities. The Operating Agreement addresses the circumstances in which outside activities are permitted.

TAX MATTERS

EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH THEIR OWN TAX AND ERISA ADVISOR AS TO THE PARTICULAR CONSEQUENCES TO THE INVESTOR OF THE PURCHASE, OWNERSHIP AND SALE OF THE INVESTOR'S SECURITIES, AS WELL AS POSSIBLE CHANGES IN THE TAX LAWS.

TO ENSURE COMPLIANCE WITH THE REQUIREMENTS IMPOSED BY THE INTERNAL REVENUE SERVICE, WE INFORM YOU THAT ANY TAX STATEMENT IN THIS FORM C CONCERNING UNITED STATES FEDERAL TAXES IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING ANY TAX-RELATED PENALTIES UNDER THE UNITED STATES INTERNAL REVENUE CODE. ANY TAX STATEMENT HEREIN CONCERNING UNITED STATES FEDERAL TAXES WAS WRITTEN IN CONNECTION WITH THE MARKETING OR PROMOTION OF THE TRANSACTIONS OR MATTERS TO WHICH THE STATEMENT RELATES. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

Potential Investors who are not United States residents are urged to consult their tax advisors regarding the United States federal income tax implications of any investment in the Issuer, as well as the taxation of such investment by their country of residence. Furthermore, it should be anticipated that distributions from the Issuer to such foreign investors may be subject to United States withholding tax.

EACH POTENTIAL INVESTOR SHOULD CONSULT THEIR OWN TAX ADVISOR CONCERNING THE POSSIBLE IMPACT OF STATE TAXES.

LEGAL MATTERS

Any Investor should consult with its own counsel and advisors in evaluating an investment in the Offering and conduct independent due diligence.

The Issuer has certified that all of the following statements are TRUE for the Issuer in connection with this Offering:

- Is organized under, and subject to, the laws of a State or territory of the United States or the District of Columbia;
- Is not subject to the requirement to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 (the "**Exchange Act**") (15 U.S.C. 78m or 78o(d));
- Is not an investment company, as defined in Section 3 of the Investment Company Act of 1940 (the "**Investment Company Act**")(15 U.S.C. 80a-3), or excluded from the definition of investment company by Section 3(b) or Section 3(c) of the Investment Company Act (15 U.S.C. 80a-3(b) or 80a-3(c));
- Is not ineligible to offer or sell securities in reliance on Section 4(a)(6) of the Securities Act of 1933 (the "**Securities Act**") (15 U.S.C. 77d(a)(6)) as a result of a disqualification as specified in § 227.503(a);
- Has filed with the SEC and provided to investors, to the extent required, any ongoing annual reports required by law during the two years immediately preceding the filing of this Form C; and
- Has a specific business plan, which is not to engage in a merger or acquisition with an unidentified company or companies.

Bad Actor Disclosure

The Issuer is not subject to any bad actor disqualifications under any relevant U.S. securities laws.

The Issuer is not subject to any matters that would have triggered disqualification but occurred prior to May 16, 2016.

Ongoing Reporting

Following the first sale of the Securities, the Issuer will file a report electronically with the Securities & Exchange Commission annually and post the report on its website, no later than 120 days after the end of the Issuer's fiscal year.

Once posted, the annual report may be found on the Issuer's website at https://www.harlin.house.

The Issuer must continue to comply with the ongoing reporting requirements until:

- the Issuer is required to file reports under Section 13(a) or Section 15(d) of the Exchange Act;
- the Issuer has filed at least three annual reports pursuant to Regulation CF and has total assets that do not exceed $10,000,000;
- the Issuer has filed at least one annual report pursuant to Regulation CF and has fewer than 300 holders of record;
- the Issuer or another party repurchases all of the Securities issued in reliance on Section 4(a)(6) of the Securities Act, including any payment in full of debt securities or any complete redemption of redeemable securities; or
- the Issuer liquidates or dissolves its business in accordance with applicable state law.

Neither the Issuer nor any of its predecessors (if any) previously failed to comply with the ongoing reporting requirement of Regulation CF.

ADDITIONAL INFORMATION

The summaries of, and references to, various documents in this Form C do not purport to be complete and in each instance reference should be made to the copy of such document which is either an appendix to this Form C or which will be made available to Investors and their professional advisors upon request.

Prior to making an investment decision regarding the Securities described herein, prospective Investors should carefully review and consider this entire Form C. The Issuer is prepared to furnish, upon request, a copy of the forms of any documents referenced in this Form C. The Issuer's representatives will be available to discuss with prospective Investors and their representatives and advisors, if any, any matter set forth in this Form C or any other matter relating to the Securities described in this Form C, so that prospective Investors and their representatives and advisors, if any, may have available to them all information, financial and otherwise, necessary to formulate a well-informed investment decision. Additional information and materials concerning the Issuer will be made available to prospective Investors and their representatives and advisors, if any, at a mutually convenient location upon reasonable request.

SIGNATURE

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), the Issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form C and has duly caused this Form C to be signed on its behalf by the duly authorized undersigned.

Harlin House, LLC
(Issuer)

By:

/s/ Max Michael
(Signature)

Max Michael
(Name)

Manager (Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer)
(Title)

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), this Form C has been signed by the following persons in the capacities and on the dates indicated.

/s/ Max Michael
(Signature)

Max Michael
(Name)

Manager (Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer)
(Title)

11/18/26
(Date)

Instructions.

1. The form shall be signed by the issuer, its principal executive officer or officers, its principal financial officer, its controller or principal accounting officer and at least a majority of the board of managers or persons performing similar functions.

2. The name of each person signing the form shall be typed or printed beneath the signature. Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.

EXHIBIT A

Financial Statements

HARLIN HOUSE, LLC

FINANCIAL STATEMENTS

AS OF AND FOR THE ONE DAY ENDED OCTOBER 1, 2026
(INCEPTION DATE)

(Unaudited)

INDEX TO FINANCIAL STATEMENTS

(UNAUDITED)

Page

INDEPENDENT ACCOUNTANTS' REVIEW REPORT 1

FINANCIAL STATEMENTS:

Balance Sheet 2

Statement of Operations 3

Statement of Changes in Member's Equity 4

Statement of Cash Flows 5

Notes to Financial Statements 6

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Member and Manager of
Harlin House, LLC
Wilmington, Delaware

We have reviewed the accompanying financial statements of Harlin House LLC (the "Company,"), which comprise the balance sheet as of October 1, 2026 (Inception Date), and the related statements of operations, member's equity, and cash flows for the one day then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Substantial Doubt About the Company's Ability to Continue as a Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 6 to the financial statements, the Company was formed on October 1, 2026, had not commenced revenue-generating operations as of that date, and had no cash or other recorded assets to fund its planned operations. The Company is dependent on obtaining additional financing to support its future activities. These conditions raise substantial doubt about the Company's ability to continue as a going concern. Management's evaluation of these conditions and its plans to obtain additional financing are described in Note 6. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our conclusion is not modified with respect to this matter.

SetApart Accountancy Corp.

November 9, 2026
Calabasas, California

HARLIN HOUSE LLC
BALANCE SHEET
(UNAUDITED)

As of Inception	October 1, 2026
(USD)	
ASSETS	
Current Assets:	
Cash	$ -
Total Current Assets	**-**
TOTAL ASSETS	**$ -**
LIABILITIES AND MEMBER'S EQUITY	
Total Liabilities	$ -
MEMBER'S EQUITY	
Member's Equity	-
Total Member's Equity	**-**
Total Liabilities and Member's Equity	**$ -**

See accompanying notes to financial statements.

HARLIN HOUSE LLC
STATEMENT OF OPERATIONS
(UNAUDITED)

For the one day ended	October 1, 2026
(USD)	
Net Revenue	$ -
Cost Of Goods Sold	-
Gross Profit/(Loss)	**-**
Operating Expenses	
General and Administrative	-
Total Operating Expenses	**-**
Operating Income/(Loss)	**-**
Interest Expense	-
Other Loss/(Income)	-
Income/(Loss) Before Provision For Income Taxes	**-**
Provision/(Benefit) For Income Taxes	-
Net Income/(Loss)	**$ -**

See accompanying notes to financial statements.

HARLIN HOUSE LLC
STATEMENT OF CHANGES IN MEMBER'S EQUITY
(UNAUDITED)

(USD)	Member's Equity
Inception Date- October 1, 2026	**$ -**
Net income/(loss)	-
Balance—October 1, 2026	**$ -**

See accompanying notes to financial statements.

HARLIN HOUSE LLC
STATEMENT OF CASH FLOWS
(UNAUDITED)

For the one day ended	October 1, 2026
(USD)	
CASH FLOW FROM OPERATING ACTIVITIES	
Net Income/(Loss)	$ -
Net Cash Provided By /(Used In) Operating Activities	**-**
CASH FLOW FROM INVESTING ACTIVITIES	
Net Cash Provided By /(Used In) Investing Activities	**-**
CASH FLOW FROM FINANCING ACTIVITIES	
Net Cash Provided By /(Used In) Financing Activities	**-**
Change In Cash	**-**
Cash—Beginning Of The Day	-
Cash—End Of The Day	**$ -**
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION	
Cash Paid For Interest	**$ -**
Cash Paid for Tax	**$ -**

See accompanying notes to financial statements.

1. NATURE OF OPERATIONS

Harlin House, LLC (which may be referred to as the "Company", "we", "us", or "our") is a limited liability company formed in the State of Delaware on October 1, 2026. The financial statements of the Company are prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The Company's headquarters are located in Wilmington, Delaware.

The Company was organized to develop, finance, produce, license, distribute, market, and otherwise exploit motion pictures, audiovisual productions, projects, materials, and intellectual property (collectively, the "Property"). Additionally, the Company operates the "Filmmaker Fellowship," a program designed to identify, mentor, and package projects for emerging filmmakers, as well as manage slate financing and derivative entertainment assets.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies is presented to assist in understanding the Company's financial statements. The accounting policies conform to accounting principles generally accepted in the United States of America ("GAAP" and "US GAAP").

Basis of Presentation
The accounting and reporting policies of the Company conform to accounting principles generally accepted in the United States of America ("US GAAP"). The Company has adopted a calendar year as its basis of reporting.

Use of Estimates
The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes
The Company is classified as a partnership for U.S. federal and state income tax purposes. Under partnership tax rules, the Company is not subject to entity-level federal income tax; instead, items of taxable income, gain, loss, deduction, and credit flow through and are reported on the individual tax returns of the Members in proportion to their Percentage Interests. Accordingly, no provision for federal income tax has been recorded in these financial statements.

Related Party Transactions
The Company may enter into related-party arrangements with its Members or affiliated entities. Significant related-party transactions and arrangements are disclosed in the accompanying notes to the financial statements, as applicable.

Subsequent Events
The Company considers events or transactions that occur after the balance sheet date, but prior to the issuance of the financial statements to provide additional evidence relative to certain estimates or to identify matters that require additional disclosure. Subsequent events have been evaluated through the date the financial statements are issued.

3. MEMBER'S EQUITY

The Company is a Delaware manager-managed limited liability company. The Company is owned by MMichael HHouse, LLC and Tammio Movie Company, LLC, which hold membership interests of 33.33% (one-third) and 66.66% (two-thirds), respectively. As of October 1, 2026, initial capital contributions for both Members were $0.00

The business and affairs of the Company are managed by the Manager, subject to certain matters reserved to the Members. The Manager may be removed only for Cause by the written approval of Members holding a majority of the Percentage Interests (excluding the Manager and his controlled affiliates). The admission of any additional member and the issuance of any additional membership interests require the prior written approval of all Members. A Member may transfer all or any portion of its membership interest only with the prior written approval of each nontransferring Member, except for certain permitted transfers specified in the Operating Agreement. A transferee is admitted as a member only upon satisfying the conditions set forth in the Operating Agreement.

Distributions of Distributable Cash are made to Members in proportion to their respective percentage interests, subject to adequate provision for operating expenses, debt service, revenue participation commitments, and working capital reserves as determined by the Manager.

4. RELATED PARTY

In accordance with ASC 850, Related Party Disclosures, the Company identifies and discloses its significant related-party relationships and transactions.

Tammio Movie Company, LLC owns 66.66% of the Company, while MMichael HHouse, LLC owns the remaining 33.33%. Renny Harlin and Johanna Harlin are the principal owners of Tammio Movie Company, LLC and serve as Co-Founder and Chief Content Officer and Co-Founder and President of the Company, respectively. Max Michael is the principal of MMichael HHouse, LLC and serves as the Company's sole Manager.

The Company may enter into transactions with its Members, Manager, and their respective affiliates in the ordinary course of business. These transactions may include reimbursements of business expenses, production-related arrangements, and other services. Such transactions are subject to the Company's approval requirements. The Company may also reimburse the Manager for reasonable and documented expenses incurred on behalf of the Company. Advances made by Members, the Manager, or their affiliates for Company expenses may be recorded as loans, subject to approval and repayment terms.

As of October 1, 2026, there are no related party transactions.

5. COMMITMENTS AND CONTINGENCIES

Contingencies

The Company’s operations are subject to a variety of local and state regulations. Failure to comply with one or more of those regulations could result in fines, restrictions on its operations, or loss of permits that could result in the Company ceasing operations.

Litigation and Claims

From time to time, the Company may be involved in litigation relating to claims arising out of operations in the normal course of business. As of October 1, 2026, there were no pending or threatened lawsuits that could reasonably be expected to have a material effect on the results of the Company’s operations.

6. GOING CONCERN

The Company was formed on October 1, 2026, and had not commenced operations or generated revenue as of its inception date. The Company has no reported cash or other assets and expects to require financing to support its planned development and operating activities. These conditions raise substantial doubt about the Company's ability to continue as a going concern within one year after the date the financial statements are issued.

Management intends to fund the Company's operations through future capital contributions from its members, financing arrangements, and other funding opportunities, including a possible offering under Regulation Crowdfunding. However, the Company's ability to obtain sufficient funding is dependent on future events. Accordingly, management has concluded that its plans do not alleviate the substantial doubt about the Company's ability to continue as a going concern within one year after the date these financial statements are issued.

The financial statements have been prepared on a going concern basis and do not include adjustments that might result from the outcome of this uncertainty.

7. SUBSEQUENT EVENTS

The Company evaluated events occurring after the balance sheet date through the date these financial statements were issued and determined that no events or transactions occurred during this period that would require adjustment to or disclosure in the financial statements.

EXHIBIT B

Form of Revenue Participation Agreement

HARLIN HOUSE, LLC

REVENUE PARTICIPATION AGREEMENT

THE SECURITIES ARE BEING OFFERED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933 (THE "ACT") AND HAVE NOT BEEN REGISTERED UNDER THE ACT OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NO FEDERAL OR STATE SECURITIES ADMINISTRATOR HAS REVIEWED OR PASSED ON THE ACCURACY OR ADEQUACY OF THE OFFERING MATERIALS FOR THESE SECURITIES. THERE ARE SIGNIFICANT RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES DESCRIBED HEREIN AND NO RESALE MARKET MAY BE AVAILABLE AFTER SUCH RESTRICTIONS EXPIRE. THE PURCHASE OF THESE SECURITIES INVOLVES A HIGH DEGREE OF RISK, INCLUDING THE RISK OF LOSS OF THE INVESTOR'S ENTIRE INVESTMENT.

This Revenue Participation Agreement (this "Agreement") is made effective as of the date of the Investor's execution or electronic acceptance and is entered into by and between Harlin House, LLC, a Delaware limited liability company (the "Company"), and the undersigned investor (the "Investor" or "Purchaser"). The Investor may execute this Agreement manually, electronically through the Intermediary's platform or by any other method accepted by the Company and the Intermediary. The Investor and any permitted transferee of a Security that becomes bound by this Agreement are each referred to herein as a "Holder."

The parties hereby agree as follows:

1. The Offering.

1.1. Offering Terms. The Company is conducting an offering pursuant to Section 4(a)(6) of the Act and Regulation Crowdfunding ("Regulation CF") of up to $1,000,000 of revenue participation interests (the "Revenue Participation Interests" or the "Securities") at a purchase price of $1.00 per Security (the "Offering"). The Target Offering Amount is $75,000 and the Offering Deadline is January 31, 2027. The Offering is being conducted through OpenDeal Portal LLC d/b/a Republic (the "Intermediary") pursuant to the Company's Form C filed with the U.S. Securities and Exchange Commission, as amended or supplemented from time to time (the "Form C"). Capitalized terms used but not defined herein have the meanings given to them in the Form C. The Investor understands that the Securities are being offered without registration under the Act.

1.2. Slate Films. A "Slate Film" is a film advanced through the Company's development process and greenlit for production within five (5) years from the final closing of the Offering (the "Final Closing"). A film shall be considered greenlit on the date the Company receives a definitive written production financing commitment, or equivalent final written authorization from the applicable financier, to proceed into production following satisfaction of the development and packaging requirements. A preliminary or conditional approval shall not cause a film to be considered greenlit. The five-year window applies to all Investors, including those who purchase at an intermediate Closing. Investor participation in each Slate Film shall continue for the life of that film. Development funding alone does not qualify a project as a Slate Film; the film must be greenlit within that five-year window. Films produced or directed by the Company's principals outside the Company's development process are not Slate Films.

1.3. Participation Purchase Price. The Investor's "Participation Purchase Price" means the aggregate gross amount paid by the Investor for the Revenue Participation Interests purchased in the Offering, without deduction for intermediary fees, commissions or other offering expenses. The aggregate Participation Purchase Price paid by all Investors in the Offering excludes Revenue Participation Interests issued to the Intermediary as compensation because no cash purchase price is paid for such interests.

1.4. Participation Percentage. The "Participation Percentage" with respect to any Holder means the number of Revenue Participation Interests held by such Holder divided by the aggregate number of Revenue Participation Interests issued in connection with the Offering, including the Revenue Participation Interests issued to the Intermediary as described in Section 1.5. Each Investor shall be entitled to its Participation Percentage of the amounts payable under Section 3.4.

1.5. Intermediary Securities. As compensation for its services in connection with the Offering, the Intermediary will receive Revenue Participation Interests equal to two percent (2%) of the total number of Revenue

Participation Interests issued in the Offering. Such Revenue Participation Interests will be of the same class and have the same terms, conditions and rights as the Revenue Participation Interests sold to Investors and will be included in determining each Holder's Participation Percentage. The Securities issued as compensation do not increase the cash amount raised in the Offering.

2. Purchase and Sale of Securities; Closing.

2.1. Purchase and Sale. The Company agrees to issue, sell and deliver to the Investor, and the Investor agrees to purchase from the Company, the number of Revenue Participation Interests set forth on the Investor Signature Page or otherwise reflected in the Investor's accepted investment commitment on the Intermediary's platform, in exchange for the Participation Purchase Price.

2.2. Acceptance of Investment Commitments. Investment commitments are not binding on the Company until accepted in accordance with the Offering procedures described in the Form C and on the Intermediary's platform. The Company reserves the right, subject to applicable law and the Form C, to reject an investment commitment in whole or in part. If an investment commitment is rejected or cancelled in accordance with Regulation CF, the applicable funds will be returned in accordance with the Offering procedures described in the Form C. The Investor's execution or electronic acceptance of this Agreement constitutes the Investor's subscription for the Securities and does not limit any cancellation or reconfirmation right available under Regulation CF, the Form C or the Offering procedures. If the investment commitment is timely cancelled or is not accepted by the Company, this Agreement will terminate with respect to that commitment and no Securities will be issued.

2.3. Closing. The closing of the purchase and sale of the Securities (each, a "Closing") will occur on the Offering Deadline or at such earlier or intermediate closing as may be conducted in accordance with Regulation CF and the Form C. The Investor's funds will be held by the escrow agent identified in the Form C (the "Escrow Agent") and released at the applicable Closing in accordance with the Offering procedures. Upon a Closing, the Company will issue the applicable Revenue Participation Interests in uncertificated book-entry form and cause the Securities to be registered and held in accordance with the applicable holding arrangement described in Section 4.3. The Company shall appoint a transfer agent for the Securities (the "Transfer Agent"). Payment for the Securities shall be received by the Escrow Agent from the Investor by wire transfer of immediately available funds or other means approved by the Company at least two (2) days prior to the applicable Closing, in the amount of the Participation Purchase Price. Upon the Closing, the Investor shall receive notice and evidence of the entry of the number of Securities owned by or held for the benefit of the Investor reflected on the books and records maintained pursuant to the applicable holding arrangement described in Section 4.3, which shall bear a notation that the Securities were sold in reliance upon an exemption from registration under the Act.

3. Revenue Participation Rights.

3.1. Participating Receipts. "Participating Receipts" means cash actually received by the Company in the payment categories specified in Section 3.4 and, for Sale Participation under Section 3.4(e), qualifying cash consideration actually received by its members. Participation is limited to those categories and is subject to the payment provisions of Section 3.6.

Project-level receipts, such as box office receipts and distributor revenues, may be reduced by applicable costs and payments that take priority under the applicable project agreements before the Company receives any cash. The Investors' share shall be calculated on the amounts actually received by the Company or, for Sale Participation, the selling members in the applicable category.

Production financing, loans, new capital contributions, and grants or incentives used to finance a project are excluded from Participating Receipts. If a portion of a film's production budget is used to pay a reimbursement or fee described in Section 3.4, the amount actually received by the Company for that reimbursement or fee shall be included in the applicable category.

Podcast or sponsorship revenue and other general operating receipts are excluded from Participating Receipts unless they fall within a category specified in Section 3.4.

For Slate Films produced or exploited through project entities or third parties, the Company's right to receive payments and the timing of those receipts shall depend on the applicable production, financing, rights and distribution agreements. The applicable film or sale agreement shall determine when the underlying reimbursement, fee, profit participation or sale proceeds are payable to the Company or, for Sale Participation, the selling members.

3.2. Payment Hurdle. The "Payment Hurdle" is reached when the aggregate cash actually paid to Investors under all payment categories in Section 3.4 equals one hundred twenty percent (120%) of the gross cash amount raised in the Offering. The Payment Hurdle applies across all Slate Films and is not calculated separately for each film.

Only amounts actually paid to Investors shall count toward the Payment Hurdle; amounts merely accrued, earned or deferred shall not count. Reaching the Payment Hurdle shall change only the percentage payable under the Film Profit Participation category in Section 3.4(c); the percentages applicable to the other payment categories shall remain unchanged.

If a payment includes Film Profit Participation and would cause the Payment Hurdle to be met, the fifty percent (50%) rate shall apply to the portion of the applicable film profit receipts needed to reach the Payment Hurdle, taking into account amounts actually paid under the other payment categories in that payment, and the twenty-five percent (25%) rate shall apply to the remaining portion of those film profit receipts.

3.3. Allocation to Investors. The amounts payable under each category in Section 3.4 shall be allocated to Investors in proportion to their respective Participation Percentages. The Company shall distribute the Investors' share of amounts actually received in accordance with Section 3.6, except that Sale Participation shall be paid as provided in Section 3.4(e).

The Company shall account for receipts by film and payment category and count each receipt only once. Amounts included in one payment category shall not also be included in another payment category.

The Company may obtain additional financing for Slate Films at any time without notice to or the consent of the Investors. Such financing shall not change the percentages payable under Section 3.4, although project-level financing may have repayment or other rights that take priority before the Company receives cash.

3.4. Investor Recoupment and Participation. Subject to the terms of this Agreement, Investors collectively shall be entitled to the following amounts, allocated in accordance with Section 3.3:

(a) Development Reimbursement. For each Slate Film, Investors shall receive their pro rata share of the development costs reimbursed to the Company and the twenty-five percent (25%) premium on those costs, in each case to the extent actually received by the Company. Development costs typically include option fees and scriptwriting fees and may also include project-specific budgeting and sizzle-reel costs.

(b) Producer and Executive Producer Fees. Investors shall share in ten percent (10%) of the producing and executive producing fees actually received by the Company in connection with each Slate Film, including any deferred fees when paid to the Company.

(c) Film Profit Participation. Investors shall share in fifty percent (50%) of the cash the Company actually receives as its share of profits or similar payments tied to the financial performance of each Slate Film until the Payment Hurdle is met. Cash actually received by the Company as its share of the proceeds from a sale or buyout of rights in a Slate Film, including a sale to a streaming service, or from a sale of its film library to the extent attributable to Slate Films, shall be included in this category at the applicable percentage. Consideration for a library containing both Slate Films and other works shall be reasonably allocated among them. Amounts payable under Sale Participation shall not also be included in this category. Once the Payment Hurdle is met, Investors shall share in twenty-five percent (25%) of those receipts for the remainder of each Slate Film's life, subject to Section 3.2. The Investors' share shall be calculated on amounts the Company receives after deductions and payments that take priority under the applicable film agreements. Amounts included in another payment category shall be excluded from Film Profit Participation.

(d) Sequel Rights Fees. Investors shall share in fifty percent (50%) of the intellectual property rights fee actually received by the Company for any sequel to a Slate Film. The applicable rights agreement shall determine the amount and timing of the fee payable to the Company.

(e) Sale Participation. Investors shall share in ten percent (10%) of the net cash consideration actually received by the Company or its members in a Change of Control. A "Change of Control" means a sale, merger or other transaction, or series of related transactions, resulting in a third party acquiring more than fifty percent (50%) of the Company's outstanding membership interests or voting power, or all or substantially all of its assets. Net cash consideration means cash sale proceeds after reasonable, documented third-party transaction expenses and indebtedness required to be repaid in the transaction, in each case only to the extent not already deducted from those proceeds and without deduction for the Investors' participation. Cash received by the Company and later distributed to its members shall be counted only once.

Proceeds of new equity investments, capital contributions, loans and financing retained by the Company for operations, slate development or film production are excluded; cash paid to members for their interests in a Change of Control is included. A sale limited to films or film-library rights shall instead be treated under Film Profit Participation, including where those rights constitute all or substantially all of the Company's assets, and only amounts attributable to Slate Films shall participate under that category. No amount shall be counted under both categories.

The Company shall obtain from each selling member, before the closing of a Change of Control, a written undertaking to pay the Investors their share of that member's net cash sale consideration and irrevocable payment instructions directing the person disbursing the sale proceeds to pay that share to the Investors in accordance with the applicable holding arrangement under Section 4.3. The Investors' share of cash sale proceeds received at closing shall be paid at closing. Deferred installments, earnouts and escrowed amounts shall be included and paid as the Company or selling members actually receive them. These payments shall not be subject to the operating reserve, minimum payment amount or periodic payment schedule in Section 3.6. A sale shall not require Investor consent. The Company shall remain bound by this Agreement following a transfer of its membership interests. Payment of the ten percent (10%) sale participation shall not itself terminate continuing film participation rights. A purchaser or successor acquiring assets or rights subject to continuing Investor participation shall assume the applicable payment and accounting obligations in writing unless those obligations are settled through a separately agreed buyout at closing, as provided in Section 6.8. Any such buyout shall require the written agreement of the Company and each affected Holder in accordance with Section 6.14; no unilateral buyout right is created by this Agreement. The financing exclusion in this Section 3.4(e) shall not affect Investors' participation in reimbursements, fees or other receipts covered by the other payment categories in this Section 3.4.

3.5. Principals' Profit Participation. The Company's principals shall collectively receive twenty percent (20%) of the same film profit receipts used to calculate the Investors' share under Section 3.4(c). The principals' participation shall not reduce the receipts used to calculate the Investors' share and shall be paid from the same pool and at the same time as the Investors' share. If payment of the Investors' share is deferred, payment of the principals' share shall also be deferred.

3.6. Payment to Investors. Except for payments due at closing or upon receipt under Section 3.4(e), the Company shall make payments from Participating Receipts, subject to retaining a cash reserve equal to three (3) months of operating costs based on its then-current operating budget. The Company may adjust its monthly operating budget without a fixed dollar limit, and the reserve shall be recalculated accordingly. The Company shall not unnecessarily withhold payments to Investors. The reserve is held back from qualifying amounts actually received before payments are made to Investors. It applies only to payments to Investors and does not restrict the Company's use of Offering proceeds. The Company may make payments quarterly but shall not be required to make payments more than once per year. The Company shall make at least one (1) payment per year if the aggregate amount available for payment to Investors after maintaining the reserve is at least $50,000.00. The minimum aggregate amount for a payment run shall be $50,000.00, unless the Company elects, in its discretion, to make a payment below that amount after maintaining the reserve. Amounts otherwise payable that are deferred because of the reserve or minimum payment amount shall be carried forward. Each payment will be accompanied by a statement setting forth in reasonable detail the calculation of the amount paid. The Company may withhold from any payment amounts required to be withheld under applicable law, and any amount so withheld and remitted to the applicable governmental authority will be treated as paid to the applicable Investor for purposes of this Agreement, including calculation of the Payment Hurdle.

3.7. **No Guaranteed Return.** The Revenue Participation Interests are speculative investments. A project selected for development may never be financed, greenlit, produced or distributed. Even if a Slate Film is completed, the Company may receive insufficient cash to return any portion of the Investors' investment or meet the Payment Hurdle. Development spending does not itself create an obligation to repay Investors. A Slate Film, sequel or sale may never generate any payable amounts. An Investor may lose its entire investment.

3.8. **Priority; Unsecured Obligation.** The Revenue Participation Interests are unsecured contractual obligations of the Company and do not create a lien or security interest in any asset of the Company or any Slate Film. Payments under this Agreement are subject to the priority of financing and other obligations described in Sections 3.1, 3.4(e) and 3.6, and applicable creditor-priority, insolvency and bankruptcy laws will control in the event of insolvency or dissolution. For the avoidance of doubt, all payments under this Agreement are payable only from amounts available for distribution in accordance with this Agreement and do not constitute an unconditional obligation to repay principal or a debt payable on a fixed maturity date.

3.9. **Non-Financial Perks.** Any non-financial investment perks offered in connection with the Offering, as described in the Form C or on the Intermediary's platform, are promotional benefits separate from the Revenue Participation Interests and do not increase or otherwise modify a Holder's Participation Percentage, economic rights, voting rights, management rights, creative approval rights or other rights under this Agreement. Eligibility, availability and fulfillment of such perks will be governed by the disclosures in the Form C and on the Intermediary's platform, as applicable.

4. Transferability and Record Ownership.

4.1. **Regulation CF Transfer Restrictions.** During the one-year period beginning on the date the Securities are issued, a Holder may not transfer the Securities except as permitted by Rule 501 of Regulation CF, including transfers (a) to the Company, (b) to an accredited investor as defined in Rule 501(a) of Regulation D under the Act, (c) as part of an offering registered with the U.S. Securities and Exchange Commission, or (d) to a member of the family of the Holder or the equivalent, to a trust controlled by the Holder, to a trust created for the benefit of a member of the family of the Holder or the equivalent, or in connection with the death or divorce of the Holder or other similar circumstances. For purposes of this Section, "member of the family" has the meaning provided in Regulation CF.

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

4.3. **Holding and Registration of Securities.**

4.3.1. Direct Registered Holding. The Securities shall be held directly by Investors and issued as uncertificated securities in book-entry form and registered on the books and records maintained by the Transfer Agent in the name of the applicable Holder or its permitted assigns. The Transfer Agent will maintain the official record of ownership of the Securities and will record issuances and transfers in accordance with applicable law and its applicable procedures. The Company and the Transfer Agent may treat the person reflected in such books and records as the Holder for all purposes, including payment of amounts under this Agreement, until a permitted transfer is properly recorded. In such case, a transfer of a BIT may constitute an instruction to register a corresponding transfer of the Security, but the BIT and blockchain records shall not independently constitute the official record of ownership. No physical certificate is required.

4.3.2. Applicable Holding Arrangement. The Securities will not be held through a custodian. Any transfer of the Securities is subject to applicable law and the procedures, agreements and actions required by the Transfer Agent or other applicable service provider.

4.4. **Blockchain Instruction Tokens.**

4.4.1. Within one hundred and eighty (180) days of a Closing, a Holder may be able to receive one digital blockchain token (each, a "Blockchain Instruction Token" or "BIT") in respect of each Security held by or for the benefit of the Holder, to the Holder's eligible wallet address on the applicable blockchain. The Company has the right, but not the obligation, to mint and distribute BITs to or for the benefit of Holders. BITs, if issued, may serve as a technological means of providing an instruction to the Company or Transfer Agent to register a transfer of the corresponding Security. A BIT does not independently determine record ownership of the corresponding Security. Ownership of, and rights with respect to, the corresponding Security shall be determined in accordance with the applicable holding arrangement described in Section 4.3.

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

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

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

4.5. No Repurchase Right. The Company has no obligation or contractual right under this Agreement to repurchase or redeem the Securities.

5. Representations, Warranties and Covenants.

5.1. By the Company. As of each applicable Closing, the Company represents, warrants and covenants to the Investor as follows:

5.1.1. The Company is duly formed and validly existing under the laws of the State of Delaware and has the limited liability company power and authority necessary to conduct its business as currently conducted and to enter into and perform this Agreement.

5.1.2. The execution and delivery of this Agreement and the issuance, sale and delivery of the Securities have been duly authorized by all necessary action on the part of the Company.

5.1.3. When issued and paid for in accordance with this Agreement, the Securities will be validly issued, fully paid and nonassessable contractual interests of the Company and will conform in all material respects to the description of the Securities in the Form C.

5.1.4. Upon the Company's acceptance of the Investor's investment commitment and the applicable Closing, this Agreement will constitute a valid and binding obligation of the Company, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally and to general principles of equity.

5.1.5. Assuming the accuracy of the Investor's representations and warranties, no consent, authorization, approval, filing or registration is required in connection with the execution and performance of this Agreement other than filings and actions contemplated by Regulation CF, applicable state securities laws, the Form C or the Offering

procedures, or such other matters the absence of which would not materially impair the Company's ability to perform this Agreement.

5.1.6. The execution, delivery and performance of this Agreement and the issuance of the Securities do not conflict in any material respect with the Company's organizational documents, any material agreement binding on the Company or any judgment, order or decree applicable to the Company, except for any conflict that would not materially impair the Company's ability to perform its obligations under this Agreement.

5.1.7. The Company has the right and authority, with respect to the rights in the Slate Films and their underlying intellectual property owned or controlled by the Company, to grant the contractual revenue participation rights contemplated by this Agreement, subject to the financing, distribution, licensing and other exploitation arrangements permitted by the Form C and this Agreement.

5.1.8. The Company makes no representation, warranty, guarantee or assurance, express or implied, regarding future earnings, commercial success of the Slate Films, the amount or timing of any payment under this Agreement or the value or future market value of the Securities.

5.2. By the Investor. As a material inducement for the Company to enter into this Agreement, the Investor represents, warrants and covenants to the Company as follows:

5.2.1. The Investor has the legal capacity and authority to purchase the Securities, enter into this Agreement and perform the obligations required to be performed by the Investor hereunder, and the purchase will not violate any law, rule, regulation, agreement or investment restriction binding on the Investor.

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

5.2.3. If the Investor is a natural person, the Investor is at least eighteen (18) years of age. If the Investor is an entity, the person accepting or signing this Agreement on its behalf has authority to bind the entity.

5.2.4. Including the Participation Purchase Price, the Investor has not exceeded the investment limits applicable to the Investor under Rule 100(a)(2) of Regulation CF during the applicable twelve-month period.

5.2.5. The Investor has received or had access to the Form C and the other offering materials made available through the Intermediary and has had an opportunity to review the information the Investor considers necessary to make an informed investment decision. The Investor understands that the Form C may be amended or supplemented in accordance with Regulation CF and that the Investor's rights to cancel or reconfirm an investment commitment will be governed by Regulation CF and the Offering procedures. The Investor is familiar with the Company's business, financial condition and operations as generally described in the Form C and has relied only on the information contained in the Form C and the materials incorporated therein in deciding to purchase the Securities. Each of the Investor's representations and warranties in this Agreement shall be deemed reaffirmed and confirmed as of the applicable Closing, taking into account all information received by the Investor.

5.2.6. The Investor understands and accepts the risks of an investment in the Securities, including the risks described in the Form C, and is able to bear the loss of the Investor's entire investment. The Investor acknowledges that the offering price was set by the Company and does not reflect an established market valuation of the Company, the Slate Films or the Securities. Investor has such knowledge, skill and experience in business, financial and investment matters that Investor is capable of evaluating the merits and risks of an investment in the Securities. With the assistance of Investor's own professional advisors, to the extent that Investor has deemed appropriate, Investor has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Securities and the consequences of this Agreement. Investor has considered the suitability of the Securities as an investment in light of its own circumstances and financial condition and Investor is able to bear the risks associated with an investment in the Securities.

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

5.2.8. The Investor is acquiring the Securities for the Investor's own beneficial account and not with a view to or for resale in connection with an unlawful distribution of the Securities. The Investor understands that the Securities are subject to significant transfer restrictions and that no public or secondary market may develop. The Investor is a resident of the jurisdiction identified on the Investor Signature Page or otherwise provided to the Intermediary, and is not acquiring the Securities as nominee or agent for another person. Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. Investor further represents that it does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Securities. Investor understands that the Securities have not been registered under the Act or any applicable state securities laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of Investor and of the other representations made by Investor in this Agreement. Investor understands that the Company is relying upon the representations and agreements contained in this Agreement (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions. The Investor understands that the Company has no obligation or intention to register the Securities for resale or otherwise facilitate their resale, that a secondary market may never develop and that the Investor may be required to bear the economic risks of this investment for an indefinite period. The Investor shall not sell, assign, pledge, give, transfer or otherwise dispose of the Securities or any interest therein, or offer or attempt to do so, except as permitted by Rule 501 of Regulation CF and Section 4 of this Agreement.

5.2.9. The Investor understands that no federal or state securities administrator has passed upon the merits or risks of the Securities or made any finding or determination concerning the fairness or advisability of the investment.

5.2.10. The Investor understands that the Securities are contractual revenue participation rights only, are not membership interests or other equity or ownership interests in the Company, do not provide any ownership interest in any Slate Film or its underlying intellectual property, and do not provide voting, management, creative approval, greenlight or other governance rights. Following the applicable Closing, the Investor shall have no right to withdraw or receive a refund of the Participation Purchase Price, in whole or in part, except as provided in this Agreement or required by applicable law. Nothing in this paragraph limits the Investor's cancellation or reconfirmation rights under Regulation CF before the applicable Closing.

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

5.2.12. The Investor understands that the Securities do not provide anti-dilution or preemptive rights and that the Company may obtain additional financing for Slate Films without notice to or consent of the Investor. Additional project-level financing may have repayment or other rights that take priority before the Company receives cash and may delay or reduce payments to Investors, but shall not change the percentages payable under Section 3.4.

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

5.2.14. The Investor is solely responsible for implementing reasonable measures to secure any digital wallet, private key or other credential used to receive or hold BITs. Loss or compromise of a private key or other access credential may cause the Investor to lose access to the applicable BIT; provided that ownership of the corresponding Security shall be determined pursuant to the applicable holding arrangement described in Section 4.3.

5.2.15. Any action contemplated by this Agreement and requested by the Company shall be completed by the Investor within thirty (30) calendar days after receipt of the relevant notice, whether actual or constructive, by the Investor.

6. General Provisions.

6.1. Entire Agreement. This Agreement, together with the Form C and the documents and instruments expressly incorporated by reference herein, constitutes the entire agreement between the Company and the Investor with respect to the Securities purchased by the Investor and supersedes prior agreements, representations or understandings relating to such Securities. Nothing in this Section limits any rights or obligations arising under applicable securities laws.

6.2. Voluntary Agreement; Independent Advice. Each party acknowledges that it has read and considered this Agreement, understands its contents and is entering into this Agreement voluntarily and based upon its own judgment. Each party has had the opportunity to obtain independent legal, tax, accounting and financial advice regarding this Agreement and the transactions contemplated hereby.

6.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles.

6.4. No Injunctive Relief. No Holder will be entitled to enjoin, restrain or otherwise interfere with the development, financing, production or completion of the Slate Films or the distribution, exhibition, advertising, marketing or other exploitation of the Slate Films or any allied, ancillary or derivative rights relating thereto. In the event of any breach or alleged breach of this Agreement, a Holder's remedies will be limited to an action at law for monetary damages, an accounting or such other relief as does not enjoin, restrain or otherwise interfere with the foregoing activities. Nothing in this Section is intended to waive any right or remedy that cannot lawfully be waived under applicable federal or state securities laws. The Company's distributors, licensees, exhibitors, sales agents, financiers and other persons engaged in the development, production, distribution or exploitation of the Slate Films are intended third-party beneficiaries of this Section solely for purposes of enforcing the foregoing restrictions.

6.5. Indemnification. The Investor will indemnify, defend and hold harmless the Company and its affiliates, officers, directors, managers, members, employees and agents from and against any losses, claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from (a) any material breach by the Investor of any representation, warranty, covenant or agreement contained in this Agreement or (b) any materially false or misleading information provided by the Investor to the Company or the Intermediary in connection with the Investor's purchase or ownership of the Securities; provided that the foregoing will not require the Investor to indemnify any person for such person's fraud, gross negligence, willful misconduct or violation of applicable securities laws.

6.6. Notices. Notices and other communications under this Agreement must be in writing and may be delivered personally, by nationally recognized overnight courier, by registered or certified mail, by electronic mail or through the Intermediary's platform where permitted by the Offering procedures. Notices to the Investor may be sent to the contact information reflected in the Company's or Intermediary's records, as applicable, as updated by the Investor. Notices to the Company may be sent to its principal address reflected in the Form C or to such other address designated by the Company.

6.7. Binding Effect; Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns. A permitted transferee of Securities that becomes bound by this Agreement will succeed to the rights and obligations of the transferor with respect to the transferred Securities.

6.8. Assignment by the Company. The Company may assign this Agreement in connection with a merger, consolidation, reorganization, conversion, sale of all or substantially all of its assets or other successor transaction only if the successor or assignee assumes the Company's obligations under this Agreement in writing, unless those obligations have been fully settled through a separately agreed buyout at closing under Section 3.4(e). The Company may assign administrative or performance obligations under this Agreement upon written notice to the Holders. The Company will not transfer all or substantially all of its rights in a Slate Film in a manner that would cause amounts otherwise constituting Participating Receipts to be received by another person without requiring such person to assume in writing the applicable payment and accounting obligations under this Agreement, unless those obligations have been fully settled as provided in Section 3.4(e). The foregoing will not restrict ordinary-course distribution, licensing, sales agency, collection account, financing or similar exploitation arrangements that do not transfer all or substantially all of the Company's rights in a Slate Film, provided that amounts payable to or for the account of the Company remain subject to this Agreement.

6.9. No Third-Party Beneficiaries. Except as expressly provided in this Agreement and for permitted successors and assigns and Holders of Securities that become bound by this Agreement, nothing in this Agreement is intended to confer any rights or remedies upon any person other than the parties hereto.

6.10. Construction. The terms "including," "include" and "includes" are not terms of limitation and will be deemed followed by "without limitation." Words in the singular include the plural and vice versa as the context requires. References to a person include its permitted successors and assigns. Headings are for convenience only and do not affect interpretation.

6.11. Counterparts; Electronic Signatures. This Agreement may be executed or accepted in counterparts and by electronic means, including through the Intermediary's platform, DocuSign, PDF or other electronic signature method permitted by applicable law. Each counterpart and electronic acceptance will be deemed an original and together will constitute one instrument.

6.12. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect, and the invalid or unenforceable provision will be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties' intent as closely as possible.

6.13. Further Assurances. Each party will execute and deliver such further documents and take such further actions as may be reasonably necessary to effectuate the purchase, issuance, transfer and administration of the Securities in accordance with this Agreement and applicable law.

6.14. Amendments and Waivers. Any amendment, termination or waiver of this Agreement as between the Company and a Holder must be in writing or electronically accepted by the Company and such Holder, except for administrative, ministerial or non-material changes that do not adversely affect the Holder's economic rights and are reasonably necessary to conform this Agreement to applicable law, the Offering procedures or changes in the Intermediary's administrative processes. No waiver of any breach will be deemed a waiver of any other or subsequent breach.

6.15. Delays or Omissions. No delay or omission by a party in exercising any right, power or remedy under this Agreement will operate as a waiver of that right, power or remedy. All rights and remedies under this Agreement are cumulative unless otherwise expressly provided.

6.16. Privacy. The Company may collect nonpublic personal information regarding Investors from the Offering process, this Agreement, the Intermediary and communications with Investors. The Company may use and disclose such information as reasonably necessary to administer the Securities, make payments, comply with law and obtain legal, accounting, tax, banking, recordkeeping and other services, subject to applicable privacy obligations.

(signature page follows)

IN WITNESS WHEREOF, the parties have executed this Revenue Participation Agreement as of the date of the Investor's execution or electronic acceptance.

COMPANY:

HARLIN HOUSE, LLC

By: _____
Name: Max Michael
Title: Manager

[INVESTOR SIGNATURE PAGE FOLLOWS]

HARLIN HOUSE, LLC

REVENUE PARTICIPATION AGREEMENT INVESTOR SIGNATURE PAGE

Individual Investor:	**Entity Investor:**
Signature	Name of Entity
Print Name	Type of Entity and State of Formation
	Signature of Authorized Representative
	Print Name of Authorized Representative
	Capacity of Authorized Representative

Informational Fields

Full Legal Name: _____

Full Legal Name of Spouse/Partner, if subscribing as community property, tenancy in common or joint tenancy: _____

Mailing Address: _____

_____

Telephone Number: _____

Email Address: _____

Form of Entity and State of Formation, if subscribing as an entity: _____

Participation Purchase Price: _____

Number of Securities to be Purchased: _____

EXHIBIT C

Video Transcripts

Video Transcript: Harlin House Trailer

Renny Harlin: More than 40 years ago, I was a kid in Finland with a pretty ridiculous dream. I wanted to go to Hollywood and make movies. I didn't know anybody. I didn't have money. I just wanted in. Eventually, somebody opened the door, and somehow I've spent the next 40 years making movies all over the world. Now, now I want to open that door to somebody else. That's Harlin House. We are building a production company to discover the next generation of European filmmakers, our Harlin House fellows, and give them their first real shot. We'll develop original action and genre movies with them and put them in the director's chair. I'll personally give them the experience and support will catapult them to the limelight of Hollywood. Johanna calls me the godfather. A little sinister perhaps, but I like it. And there's another part of Harlin House we haven't told you about yet. We are opening that door wider, this time for you. We are letting fans invest directly in Harlin House. This isn't a donation. It's an investment in the company and our future films, so that when our films succeed, we share in that success together. And I want Harlin House to feel like an actual house, a place where filmmakers, investors, and people who simply love movies can get closer to this world. For investors, this means screenings, events, set visits, and other ways of experiencing how movies actually get made. At certain investment levels, you may even have the opportunity to train for a stunt in one of our movies, or how about getting blown up in a blaze of glory in a real action movie? If you're going to invest in an action and genre movie company, you might as well get some action.

Movie clip: Yippee-ki-yay, motherfucker.

Renny Harlin: At Harlin House, we are all about action and genre because, well, I know something about it. I've spent half my life crashing airplanes, blowing up buildings, and asking actors to do things their agents probably weren't thrilled about. The studios still make gigantic franchise movies, but there's a real opening for smart, original action and genre at a reasonable budget. And these type of films travel. Everybody understands a great chase or a jump scare.

Movie clip: Fresh meat.

Renny Harlin: Our plan is 10 movies over the next five years, with the first film going into production next year. Maybe you invest $100 because you love movies. Maybe you're a serious investor who sees the potential in building a slate of original films and discovering new talent. Either way, you can be there at the beginning. Forty-something years ago, somebody opened the door for me. Now, Johanna and I are opening ours to you. Step inside. Let's find some great filmmakers, and let's make some great movies. Harlin House. Invest, step inside. Welcome to Harlin House.