

**Canuck Productions, LLC
Subscription Agreement**

If and when accepted by Canuck Productions, LLC, this Subscription Agreement shall constitute a binding subscription for the Interest evidenced hereby in Canuck Productions, LLC. By execution of this Subscription Agreement, _____ acknowledges that Canuck Productions, LLC is relying upon the accuracy and completeness hereof in complying with its obligations under applicable federal and state securities laws.

THE INTEREST IN THE LIMITED LIABILITY COMPANY REFERRED TO HEREIN HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR APPLICABLE STATE SECURITIES LAWS, AND CANNOT BE RESOLD UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT AND SUCH STATE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATIONS ON TRANSFERS OF THE INTEREST IMPOSED BY THE OPERATING AGREEMENT REFERRED TO HEREIN.

THIS SUBSCRIPTION AGREEMENT, dated as of _____, 2010, is made and entered into by and between Canuck Productions, LLC, a Virginia limited liability company (the "Company"), and _____ (the "Investor"), who is subscribing hereby to invest \$_____ in the Class B Economic Units of the Company, which shall entitle Investor to receive _____ Units of said Class B Economic Units and which is equivalent to _____ (____%) percentage membership Interest in Company. Such Class B Economic Units shall represent Investor's membership interest ("Interest") in Company. Investor's Percentage Membership Interest in Company, from time to time, shall be the ratio of total Economic Units held by Investor to the total Economic Units issued by Company and held by all Members from time to time. Upon admission of Investor as a member of the Company, the Investor's Interest shall include (i) the right to pro rata share of the income, gain, losses and deductions of the Company, and (ii) a right to a distributive share of assets of the Company, in accordance with the Operating Agreement (as defined below), but does not include the right to vote on any Member matters except as explicitly provided in the Operating Agreement.

This private offering is limited to \$1,000,000 and issuance of up to 50% of the total Percentage Membership Interests (Economic Units in the Company). The offering shall close on the first to occur of (i) the receipt by the Company of Subscriptions in the amount of \$1,000,000 and actual receipt of such subscribed amount or (ii) Subscriptions resulting in subscribed Percentage Membership Interests of 50% actually issued; provided that the Company reserves the right, in its sole discretion, to issue additional Membership Interests and Economic Units of varying classes at any time after the close of this offering and such issuance of additional Membership interests and Economic Units after the closing of this offering will dilute Investor's Percentage Membership Interest in Company. During this offering, Canuck Media Management, LLC ("CMM") shall be deemed to have surrendered to Company Class A Economic Units held in an amount equivalent to the number of Class B Economic Units purchased and issued to Investor pursuant to this Agreement. The Company shall cancel on the books and records of the Company the Class A Economic Units deemed surrendered by CMM.

Each Investor shall receive as his/her/its base percentage interest a 0.02% Class B Membership Interest in the Company represented by 200 Economic Units for each \$1,000 invested; provided that an Investor shall receive as an incentive for a larger dollar investment a multiple of said Investor's base Percentage Membership Interest and number of Economic Units in accordance with the following schedule:

Amount Invested	Incentive Multiplier
\$1,000 to 4,999	1
\$5,000 to 9,999	1.1
\$10,000 to 24,999	1.2
\$25,000 to 49,999	1.4
\$50,000 to 74,999	1.8
\$75,000 to 99,999	2.1
\$100,000 and over	2.5

For example: an Investor investing \$1,000 would be entitled to receive 200 Economic Units, which would be the equivalent of a 0.02% Percentage Membership Interest. An Investor investing \$5,000 would be entitled to receive 1,100 Economic Units, which would be equivalent a 0.11% Percentage Membership Interest.

In addition, the Class B Economic Unit holders shall be entitled to receive, from Net Distributable Cash (as defined in the Company Operating Agreement), distributions equal to the Investor's capital contribution (Unit Purchase Price) plus 25% of said capital contribution before any distributions to Class A Unit holders or other Unit holders.

1. SUBSCRIPTION

Investor hereby applies to become a Member of the Company and hereby subscribes to contribute to the capital of the Company an amount equal to _____ and 00/100 U.S. Dollars (\$_____) (the "Contribution"), and, in consideration thereof, Investor shall own _____ Class B Economic Units in the Company, which equates to _____ (____%) percentage Interest in the Company, which Interest shall be set forth in Schedule A to the Operating Agreement. Investor hereby acknowledges that additional Membership Interests may be sold to other third parties and that such sales after the close of this Offering may result in the dilution of Investor's percentage Membership Interest. Simultaneously with the execution of this Subscription Agreement, Investor is paying to the Company his Contribution by credit card, check or wire transfer to the Company's account.

2. AGREEMENT TO BE BOUND BY OPERATING AGREEMENT

The undersigned hereby acknowledges receipt of the Company Operating Agreement of Canuck Productions, LLC (the "Operating Agreement"), and hereby expressly accepts and adopts each and every provision of the Operating Agreement and agrees to be bound thereby upon the execution and delivery of the Operating Agreement.

3. ACKNOWLEDGEMENTS OF THE INVESTOR

Investor understands and acknowledges that:

- (a) There are certain risks of loss of investment incident to an investment in the Interest.
- (b) There is no established market for the Interest evidenced hereby, and no public market for such Interest is expected to develop.
- (c) The Operating Agreement contains substantial restrictions on transferability of this Interest.
- (d) The Company has only recently been organized and has a limited financial and operating history.
- (e) Any transfer of this Interest may result in substantial adverse tax consequences to the undersigned.
- (f) This subscription may be accepted or rejected in whole or in part by the Company in its sole and

absolute discretion. In the event that Investor's subscription is not accepted, Investor's subscription payment shall be returned promptly to Investor and this Subscription Agreement shall be terminated for all purposes.

- (g) No federal or state agency has made any finding or determination as to the fairness of this offering for investment, nor any recommendation or endorsement of the Interest evidenced hereby.
- (h) There are material federal, state and local tax risks associated with the purchase of the Interest. The undersigned is not relying on the Company for tax considerations of an investment in this Interest and understands that there will be no tax opinion concerning the tax effects of such investment. Any tax effects which may be expected by the Company are not susceptible of absolute prediction, and audit adjustments to Company income tax returns, new rulings of the Internal Revenue Service, court decisions or legislative changes may have an adverse effect on one or more of the tax consequences sought by the Company. The undersigned understands that it will be required to report its allocable share of the Company's taxable income for income tax purposes, whether or not it receives distributions from the Company. Further, if the undersigned is a foreign investor, it understands that allocations and distributions of income to it may be subject to U.S. withholding taxes. PROSPECTIVE INVESTORS, PARTICULARLY FOREIGN INVESTORS, ARE URGED TO CONSULT THEIR OWN TAX ADVISORS WITH SPECIFIC REFERENCE TO THE TAX EFFECTS OF AN INVESTMENT IN THE COMPANY AND THEIR OWN TAX SITUATIONS. FOREIGN INVESTORS ARE URGED TO SEEK ADVICE IN PARTICULAR WITH RESPECT TO THE APPLICATION AND EFFECT OF BOTH UNITED STATES TAX LAWS AND TREATIES AND THE TAX LAWS OF THE COUNTRIES IN WHICH THEY ARE ORGANIZED OR CONDUCT BUSINESS.
- (i) The Interest evidenced hereby has not been registered under the Securities Act of 1933 (the "Securities Act") or the securities act of any state, and thus the undersigned must bear the economic risk of the investment indefinitely because (i) this Interest may not be sold unless subsequently registered under the Securities Act and the applicable state securities acts or an exemption from such registration is available, and (ii) such registration under the Securities Act and applicable state securities acts is unlikely at any time in the future. The undersigned understands that, in addition to complying with substantial transfer restrictions set forth in the Operating Agreement, the Company is not obligated to register the Interest under the Securities Act or to assist the undersigned in complying with the Securities Act.
- (j) Any assignment, sale, transfer, exchange or other disposition of the Interest, in whole or part, may be made only with the prior written consent of the Company, and the Company is not required to consent to any such transfer. Any transferee of this Interest may, at a minimum, be required to satisfy the investor standards and restrictions that have been applied to the undersigned. The undersigned acknowledges, warrants and agrees that, in addition to complying with substantial transfer restrictions set forth in the Operating Agreement, the undersigned will not sell, transfer or otherwise dispose of (each disposition referred to herein as a "transfer") the Interest without:
 - (i) The registration of the Interest under the Securities Act or until the Company shall have received, at the undersigned's expense, evidence satisfactory to the Company (which may include, among other things, a "no-action" substance satisfactory to the Company) that such transfer is exempt from registration under the Securities Act.
 - (ii) Registration or qualification of the Interest under applicable state securities laws or until the Company shall have received, at the undersigned's expense, evidence satisfactory to the Company (which may include, among other things, a written opinion in form and substance satisfactory to the Company of legal counsel acceptable to the Company) that such transfer is exempt from registration or qualification under applicable state securities laws;
 - (iii) A written opinion in form and substance satisfactory to the Company of legal counsel acceptable to the Company, to the effect that any such contemplated transfer, alone or in conjunction with past

transfers or likely future transfers, will not cause the undersigned to be deemed to be an underwriter or engaged in a distribution with respect to such Interest;

- (iv) Receiving, for the express benefit of the Company and other subscribers, the representations and warranties that are set forth in this Subscription Agreement, in writing from any person to whom such Interest is sold, transferred or otherwise disposed of; and
 - (v) Furnishing the Company with an undertaking, in form and substance satisfactory to the Company, indemnifying the Company and its Affiliates (as defined in Rule 501(b) of Regulation D) against any costs, losses, claims, liabilities or expenses incurred by the Company in connection with the proposed offer, sale, transfer or other disposition of the Interest.
- (k) The Company is relying upon the information and representations concerning Investor in this Subscription Agreement. Investor affirms that all such information is accurate and complete and may be relied upon in determining whether Investor is qualified to participate in the Initial Financing and otherwise for purposes of determining the availability of an exemption from registration for the offer and sale of the Interest.

4. REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

Investor hereby represents, warrants and agrees that:

- (a) Investor is acquiring the Interest for his, her or its own account as principal, for long-term investment and not with a view to distribution within the meaning of the Securities Act, and Investor agrees not to sell, hypothecate or otherwise dispose of the Interest unless (i) such Interest has been registered under the Securities Act and applicable state securities laws or an exemption from the registration requirements of the Securities Act and such laws is available, and (ii) such transfer is in compliance with the Operating Agreement.
- (b) (i) Investor is an "accredited investor" as such term is defined in Rule 501 of Regulation D, promulgated under the Securities Act; (ii) Investor's overall commitment to investments that are not readily marketable is reasonable in relation to his net worth, and Investor's acquisition of the Interest will not cause such overall commitment to become excessive; (iii) Investor has adequate net worth and means of providing for his, her or its current needs and personal contingencies to sustain a complete loss of its investment in the Company, and has no need for liquidity in his, her or its investment in the Interest; (iv) Investor alone is capable of understanding and has evaluated the merits and risks of investing in the Company; (v) Investor is aware that his, her or its right to transfer the Interest is restricted by the Securities Act and applicable state securities laws and the terms of the Operating Agreement, and of the absence of a market for the Interest; and (vi) Investor has substantial experience in making investment decisions of this type or is relying on a person or professional with such experience.
- (c) Investor has carefully reviewed and fully understands the operations and financial condition of the Company. Investor has had the opportunity to ask questions of the officers of the Company concerning the Company, the terms and conditions of the investment in the Interest. The Company has made available to Investor and/or his attorney or accountant all documents that it or they have requested relating thereto and has provided answers to all of such questions. In evaluating the suitability of an investment in the Interest, Investor has not relied upon any representations or other information (whether oral or written) other than as contained in any documents or answers to questions furnished to Investor by the Company. Investor also understands and acknowledges that the Company cannot provide assurances with respect to any projections or predictions as to the future business or financial performance of the Company or its legal affairs.
- (d) Investor recognizes that an investment in the Company involves a high degree of risk, and it has taken full cognizance of and understands all of the risk factors related to the purchase of the Interest.

- (e) If needed, Investor has discussed with his professional legal, tax, and/or financial advisors the suitability of an investment in the Company for his particular tax and financial situation. All information that Investor has provided to the Company concerning Investor and its financial position is correct and complete as of the date set forth below, and if there should be any material change in such information prior to sale of the Interest Investor will immediately provide such changed information to the Company.
- (f) Investor either alone or with its representative has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of an investment in the Company.
- (g) The foregoing representations and warranties are true and accurate as of the date hereof and will be true and accurate as of the date of the acceptance hereof by the Company and the sale of the Interest to Investor. If in any respect such representations and warranties shall not be true and accurate at any time prior thereto, Investor promptly shall give written notice of such fact to the Company specifying which representations and warranties are not true and accurate and providing correct and current information with respect thereto.

5. RESERVED

6. MISCELLANEOUS

- (a) Notices. Notices required or permitted to be given hereunder shall be in writing and shall be deemed to be given when personally delivered (including delivery by an express or overnight delivery service), when received by facsimile transmission or when sent by registered mail, return receipt requested, addressed, if to Investor, at the address appearing on the signature page hereof, and if to the Company: Canuck Productions, LLC, c/o Law Offices of Max E. Miller, PC, 9746 South Park Circle, Fairfax Station, VA 22039 Attn.: Max Miller, or to such other address as may be furnished from time to time by notice given in accordance with this Section.
- (b) Pronouns. All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.
- (c) Waiver. Failure of the Party to exercise any right or remedy under this Subscription Agreement, or delay by the Party in exercising same, will not operate as a waiver thereof. No waiver by the Party will be effective unless and until it is in writing and signed by the Party.
- (d) Governing Law; Binding Effect; Severability. This Subscription Agreement shall be enforced, governed and construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of laws principles or rules. This Subscription Agreement and the rights, powers and duties set forth herein shall be binding upon the Investor, its heirs, estate, legal representatives, successors and assigns, and shall inure to the benefit of the Company, its successors and assigns. In the event that any term or provision of this Subscription Agreement is invalid or unenforceable under any applicable statute or rule of law, then such term or provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute or rule of law. Any term or provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other term or provision hereof.
- (e) Definitions. All capitalized terms used in this Subscription Agreement but not defined herein shall have the meanings ascribed to such terms in the Operating Agreement.

IN WITNESS WHEREOF, _____ has executed this Subscription Agreement as of _____, 2010.

Name in which Interest is to be titled:

Signature of Investor or Entity

Signature Title (if any)

Print Name

Mailing Address

Telephone / Email

EIN or Social Security Number

Subscription for purchase of an Interest in the Company, upon the terms and conditions set forth above, is accepted as of _____, 2010.

CANUCK PRODUCTIONS, LLC

Mike Gravel, President

**Canuck Productions, LLC
Operating Agreement**

1. DEFINITIONS

This section provides definitions which are applicable throughout the Operating Agreement

2. ORGANIZATION; BUSINESS; POWER

Provides that the name of the Company is Canuck Productions, LLC and details various administrative organizational procedures and obligations, the Company's purposes and powers.

3. MANAGEMENT; RIGHTS AND OBLIGATIONS OF MEMBERS AND MANAGER(S)

Provides that all decisions related to or arising out of the conduct of the business of the Company, or any matters set forth in this Agreement or relating to the purposes of the Company, except as otherwise expressly provided in the Operating Agreement or otherwise required by law, is vested exclusively in the managers, as defined in the Operating Agreement. It also provides that the Company shall have two classes of managers, referred to, respectively, as (i) the "Manager(s)," and (ii) the "Officers". The Managers or the functionally equivalent to a corporation's Board of Directors and the Officers are functionally equivalent to officers in a corporation. The Manager or Managers appoint the Officers.

Provides further that, the Members shall have no voting or management rights except as expressly provided in the Articles of Organization or the Operating Agreement or as otherwise required by law; provides for Classes of Membership Interests the rights of those Classes (presently Class A and Class B). Except as otherwise provided in the Articles of Organization (the "Articles") or the Operating Agreement, only Members who hold Class A Units (the "Class A Members") shall be authorized to vote on or consent to any member matter or to take any action concerning the Company – generally the Class A Members elect the Manager or Managers, however there are certain other matters that could arise from time to time that would require the vote of the Class of Members - for example, any proposed change to the Articles of the Operating Agreement that substantively or materially changed the rights or obligations of a Class of Members.

Provides in detail the rights of the Managers with respect to management of the Company. Also provides for the number of and election of Managers and for their removal. Provides further the rights and duties of Officers.

Provides for meetings of the Managers (if more than one) and for meetings of Members.

Provides that the Company may enter into contracts with managers, officers, members generally or other affiliated persons.

Provides for the Manager's standard of care in performance of their duties.

Provides for limitation of liability of Managers and Officers and for indemnification of Managers and Officers with respect to the performance of their duties.

Provides that any Manager or Member may own or engage in other business interests.

Provides that Members may not use the Company's confidential information for their own use.

4. CAPITAL CONTRIBUTIONS; LIABILITIES OF MEMBERS

Describes how each Member's capital contribution is recorded and reported and describes the economic structure of the Company.

Provides that no Member is obligated to make additional capital contributions (no capital calls) and that the liability of each Member is limited to his/her/its capital contributed. Provides further that no Member is

entitled to withdraw their capital contribution and that no Member is entitled to receive interest on their capital contribution.

5. ALLOCATIONS AND DISTRIBUTIONS

Provides for how the Company allocates Company profits and losses for tax purposes and how distributions of available cash are to be made including a mandatory “tax” distribution if sufficient cash reserves are available to cover such distribution.

6. BOOKS AND RECORDS; ACCOUNTING; TAX MATTERS

Describes general and administrative items and procedural aspects of handling certain of those items.

7. TRANSFERS OF MEMBERS’ INTERESTS; ADDITIONAL MEMBERS

Provides that no Member may assign all or any part of their Membership Interest except with the Initial Manager or the President’s written approval and that such approval shall not be unreasonably withheld. Also provides for the administrative aspects of an approved transfer. Provides for admission of new Members.

8. DISSOLUTION AND TERMINATION

Provides for what causes a dissolution and termination of the Company and the procedures for effecting the dissolution.

9. CONVERSION

Provides for the process of converting the Company to a corporation – this would occur only under a very limited set of circumstances.

10. MISCELLANEOUS

Contains various other provisions necessary to have a clear and complete agreement.