Zenith Frame, LLC. Presents
"The Premiere"

Photo from Variety Magazine

A Florida Limited Offering has been filed with the State of Florida. This **Florida Limited Offering Exemption (Section 517.0611, F.S).** is being used to raise seed capital to create the "Producer's Package" to bring to Film Studios.

ZENITH FRAME, LLC is a company made up of individuals who have come together to raise seed money to find a studio who will make the movie, "THE PREMIERE".

Movie Investments: A person makes an investment in a particular movie. That money is used to build a package made up of the casting director, director, screenplay writer, attached actor, and attached agent, who become attached to the film. They then take the package to studios looking for a deal to make the film and distribute it.

Non-Accredited Cap: Non-accredited investors are strictly limited to purchasing a maximum of $10,000 of the units within any 12-month period.

Accredited Exemption: There is no investment cap for accredited investors.

No Cap: There is no cap in how many investors there can be for both accredited and non-accredited investors.

Legal Form The legal form of the company is a limited liability entity and was formed in the State of Florida in 2026. The name ZENITH FRAME, LLC is the registered name with the State of Florida for this project.

Locations The filming is planned to be done at Universal Studios in Florida as well as locations in and around Florida. The cast and crew will be in Florida for the entire filming. We will use all our efforts to only hire crew members from Florida as well. We are a Florida Film Production company in the business of making this feature film.

Escrow Rule According to Florida Law an escrow account must be set up at Regions Bank in Celebration, Florida. An initial $25,000 will be kept in escrow until that goal is reached. When it is reached, the money will be released to Zenith Frame LLC to assemble the package to be brought to the studios. If the goal is not reached within 365 days, the money is returned to the investors. The escrow money will be used for legal fees and office expenses.

Florida Office of Financial Regulation (OFR): A copy of this document was sent to the OFR ten days before this offering began.

Investors Location The members of this investment group are only from Florida. The company was formed as a Florida Limited Liability Company by Robert Taormina, the manager of the company.

Robert Taormina Robert Taormina is a seasoned fundraiser who lives in Florida and has raised funds for many different companies over the years including films, concerts, musicals, plays, and other businesses. He has a PhD in Psychology and has 40 years of experience raising funds. He is the go-to man when you want to get a production funded. Robert lives with his wife of 50 years in Florida. As the manager of ZENITH FRAME, LLC, he will be a tremendous asset to the company and is always eager to get on the phone and chat with members and prospective members.

How A Film Investment Works Before a movie is given the greenlight from a studio, the producer must raise about one million dollars to produce a package that will be brought to the studio. For a studio to decide on the movie, a well-known actor should be attached to the film, a director must be chosen, and a licensed agent must be involved for negotiations. When a studio signs on to the film, they usually pay back to the seed money investors their original investment, plus 20%. The investors also receive a residual income from the movie (negotiated when the studio signs on).

Angel Taormina Angel Katherine Taormina, the filmmaker behind this movie, will have a full cast and crew and plans to make the film at Universal Studios in Florida. The plan is that, once the film is made, it will be distributed to theaters and, afterwards, to streaming.

As per IMDb: “Angel Katherine Taormina is a New York born actress, writer, and filmmaker who has been working in entertainment, experimental film, theatre, photography, and various art forms from the age of seven and who, beginning in 2020, shifted into the world of feature film. In her early years, she was an extra in the films "The Siege" (1998) and "Spider-Man 2" (2004). Angel worked in everything from comedy to drama to live production to experimental film, and pursued her unique perspectives on life through her storytelling. She became the inventor, creator, and author of the Stagebooks series and of Cinétage- which is the name she gave to her experiment that married the styles of theatre and film in live performance, culminating in 2020's "The Saints of the Rue Scribe" which won 29 film festival awards in 13 countries and is streaming now on Apple TV, YouTube Movies, XUMO Play, Relay, and Fawesome. Angel is also the author of eleven novels- The Rose Princess, The Porcelain Doll, Oriana or The Secrets of the Rain, Carving a Life, On the Eve of Maye, The Saints of the Rue Scribe Inspired by A True Story and Events, Laurina The Maiden of Myrdine Manor, Evelyn's Orchard, Love Me Forever, Clementine and Olivien, and The Anniversary (also sometimes referred to as River Lights)- and has also produced both singular photos and photo books throughout the years. In 2024, Angel began to unveil her new path. Angel decided to officially launch into a full-fledged career in feature film as writer, filmmaker, and actress with her new company, FireWing Productions, and her first official feature film, 2025's Best Feature Film, Best Director, Best Dramatic Screenplay, and Best Actress award winning film-festival hit drama, "Resilience", which won 19 film festival awards in 9 countries and is streaming now on Relay and Fawesome.”

The Funds

The Company seeks to raise gross proceeds of $1,000,000 that will be used as follows, subject only to reallocation by Management in the best interests of the Company.

A. Sale of Equity

Category	Maximum Proceeds
Proceeds from Sale	$1,000,000

B. Offering Expenses & Commissions

Category	Maximum Proceeds
Offering Expenses	$50,000
Commissions	$0
Total Offering Fees	$50,000

C. Corporate Application of Proceeds

The Package	$800,000
Corporate Expenses	$150,000

Total Corporate Use	$950,000

D. Total Use of Proceeds

Offering Expenses	$50,000
Corporate Application of Proceeds	$950,000
Total Proceeds	$1,000,000

General Terms of the Offering:

This Private Offering Disclosure Statement is offering units at one hundred thousand dollars per unit (accounts are opened at $10,000), to a select group of Investors who satisfy the Investor Suitability Requirements called Accredited Investors. Non-Accredited Investors by law can only invest up to $10,000 total.

NONTRANSFERABILITY OF UNITS:

This offering will be offered pursuant to an exemption from registration in Florida and is being offered in reliance upon an exemption, **Florida Limited Offering Exemption (Section 517.0611, F.S.)** as amended, and rules and regulations hereunder. Since it is offered using this exemption it has not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), the units have not been registered under the securities laws of any state. These units are not any form of stock to be bought and sold. The units represent membership in the movie where you will be paid from any profits of the movie after expenses are paid in full.

Closing of the Offering:

The units will be delivered to Investors upon acceptance of their subscriptions. All funds collected by investors will be deposited in a designated escrow account until the threshold of $25,000 is reached. Then the money will be released and the company will be able to use the funds accordingly. Investors subscribing to the units may not withdraw or revoke their subscriptions at any time after three days, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable Disclosure Statements to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Disclosure Statement. Management may close in whole or in part or terminate this Offering under any conditions whatsoever.

Offering of Units:

The units will be offered to prospective members by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the units in the Company. These units are offered on a "best efforts" basis, and there is no assurance that any or all the units will be sold.

DESCRIPTION OF UNITS: The Company is offering one unit of the Company to potential investors at one hundred thousand dollars for accredited investors and ten thousand dollars for unaccredited investors, payable in cash at the time of the subscription. A member may purchase less or more than one unit with management's permission.

REPORTS TO MEMBERS: The Company will furnish summary reports to its members ninety (90) days after its fiscal year giving them an update on the film's progress. The Company may issue other interim reports to its members as it seems appropriate. The Company's fiscal year ends on December 31st of each year.

RESULTS OF OPERATIONS: The Company is in pre-production and has not yet gone into production. We are raising the seed money at this time to go to the studios to pitch the movie to them and hopefully make a movie deal with them.

LIQUIDITY AND CAPITAL RESOURCES: The Company's liquidity and capital resources are dependent on its ability to raise sufficient capital to pay for the purchase price of the units.

CONTROL BY MANAGEMENT: Management controls all the company's day-to-day operations as described in the Operating Agreement (See Operating Agreement).

RELIANCE ON MANAGEMENT: All decisions with respect to the management of the Company will be made exclusively by management. The members do not have the right or power to take part in the management of the Company. Accordingly, no person should invest money in the Company unless they are willing to entrust all aspects of the management of the Company to management.

CAPITALIZATION OF THE COMPANY: Prior to this offering, the Company was funded by capital contributions. Independent of the amounts raised in this offering, the Company does not have any other assets available to use to operate the company.

HOW TO INVEST: An Investor who meets the qualifications set forth in this Disclosure Statement may subscribe by carefully reading the entire Disclosure Statement and by then completing and signing a subscription agreement.

INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the investor.

For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, such Investor should include his check made payable to ZENITH FRAME, LLC. along with the SUBSCRIPTION AGREEMENT. Delivery of the signed Disclosure Statements, together with a check to the Company, should be addressed to the Company as follows:

ZENITH FRAME, LLC

Robert Taormina, Producer

1420 Celebration Blvd. Suite 200, Celebration, Florida 34747

(352) 581-9935

INVESTOR SUITABILITY REQUIREMENTS:

INTRODUCTION:
Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

GENERAL SUITABILITY:
Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.
2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her or its current needs and personal contingencies, has no need for liquidity in this investment, and could afford the complete loss of the investment.
3. The Investor is acquiring the units for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the units.
4. The Investor's overall commitment to invest in the units is not disproportionate to his, her or its net worth and the investment in these units will not cause such overall commitment to become excessive.
5. The Investor has read and understands this Disclosure Statement and all its exhibits.

NON- ACCREDITED INVESTORS:
If a person does not meet the requirements for an Accredited Investor, they may invest but are limited to a cap of $10,000 and should still meet the General Suitability stated above.

ACCREDITED INVESTORS:
In addition to satisfying the "General Suitability" as defined above, subscribers for this purchase must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million ($1,000,000) Dollars;
2. Any natural person who had an individual income in excess of Two Hundred Thousand ($200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand ($300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

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

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

5. Any organization described in Section 501(c)(3) of the Internal Revenue Code not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million ($5,000,000) Dollars;

6. Any director, executive officer or general member of the issuer of the securities being offered or sold, or any director, executive officer, or general member of a general member of that issuer;

7. Any trust, with total assets in excess of Five Million ($5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

8. Any entity in which all the equity owners are Accredited Investors.

9. Non-accredited individuals may invest up to ten thousand dollars.

NOTE: Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY:

The Investor Suitability Requirements referred to in this section represents minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors'

Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept fewer Non-accredited Investors in this Offering.

LITIGATION:

The Company and its Managers have no lawsuits pending, no legal actions pending or judgments entered against the Company or Managers, and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Managers.

FORWARD LOOKING INFORMATION:

Some of the statements contained in this Disclosure Statement, including information incorporated by reference, discuss future expectations, or state other forward-looking information. Those statements are subject to known and unknown risks, uncertainties and other factors, several of which are beyond the Company's control, which could cause the actual results to differ materially from those contemplated by the statements. The forward-looking information is based on various factors and was derived using numerous assumptions. Considering the risks, assumptions, and uncertainties involved, there can be no assurance that the forward-looking information contained in this Disclosure Statement will in fact transpire or prove to be accurate.

Important factors that may cause the actual results to differ from those expressed within may include, but are not limited to:

- The success or failure of the Company's efforts to successfully market its products and services as scheduled;
- The Movie being a success;
- The Company's ability to attract and retain quality employees;
- The effect of changing economic conditions;
- The ability of the Company to obtain adequate debt financing if only a fraction of this Offering is sold or being able to raise the entire amount needed to meet its goals.
- The company being able to make a deal with a studio for the making and distribution of the film.

The Company makes no representation and undertakes no obligation to update the forward-looking information to reflect actual results or changes in assumptions or other factors that could affect those statements.

Full Disclosure: Investing in a film is risky. You should be able to bear a complete loss of your investment. You should carefully consider the following factors.

Pre-Production: ZENITH FRAME, LLC was formed in 2026 and is organized as an LLC under the laws of the State of Florida. Accordingly, the Company was formed to help to get this film produced. The Company's proposed operations are subject to all business risks associated with making a film. The likelihood of the Company's success must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the marketing of the film to a studio, operation in a competitive industry, and the continued development of advertising, promotions and a corresponding customer base. There is a possibility that the Company could sustain losses in the future. There can be no assurances that the Company will even operate profitably.

Inadequacy of Funds:

Gross offering proceeds of $1,000,000 may be realized. Management believes that such proceeds will capitalize and sustain the Company sufficiently to allow for the implementation of the Company's business plans. If only a fraction of this Offering is sold, or if certain assumptions contained in Management's business plans prove to be incorrect, the Company may have inadequate funds to fully develop its business and may need debt financing or other capital investment to fully implement the Company's business plans.

Dependence on Management:

In the early stages of development, the Company's business will be significantly dependent on the Company's manager. The Company's success will be particularly dependent upon Robert Taormina. The loss of this individual could have a material adverse effect on the Company.

Customer Base and Market Acceptance:

While the Company believes the movie it picked will be produced and be a success, the failure of this movie to produce enough profits could have a material adverse effect on the Company. Although the Company believes that the movie it has picked will offer advantages over competitive movies and products, no assurance can be given that the Company's pick will attain a degree of market acceptance on a sustained basis or that it will generate revenues sufficient for sustained profitable operations. The success of this film depends on the making of a deal with a movie studio who will supply the additional amounts of money needed to make the movie. If a studio cannot be found who will invest in this movie, the company may not be able to make the movie.

Competition:

At any given time, only 30-40 movies are produced and released in theatres and streaming. Some of these are super successful, some make some money, some may break even, and some lose money. Many films are made each year, and only some get distributed to theaters or streaming. Of the movies that make it to theaters or streaming only a small percentage make huge profits.

Trend in Consumer Preferences and Spending:

The Company's operating results may fluctuate significantly from period to period because of a variety of factors, including purchasing patterns of customers, competitive pricing, debt service and principal reduction payments, and general economic conditions. There is no assurance that the movie picked will be successful, or that the revenues from the sale of such movie will be significant. Consequently, the Company's revenues may vary, and the Company's operating results may experience fluctuations.

Borrowing:

If the Company incurs indebtedness, a portion of its cash flow will have to be dedicated to the payment of principal and interest on such indebtedness. Typical loan agreements also might contain restrictive covenants, which may impair the Company's operating flexibility. Such loan agreements would also provide for default under certain circumstances, such as failure to meet certain financial covenants. A default under a loan agreement could result in the loan becoming immediately due and payable and, if unpaid, a judgment in favor of such lender which would be senior to the rights of members of the Company. A judgment creditor would have the right to foreclose on any of the Company's assets resulting in a material adverse effect on the Company's business, operating results or financial condition.

Unanticipated Obstacles to Execution of the Business Plan:

The Company's business plans may change significantly. Many factors about the movie may change. Management believes that the Company's chosen activities and strategies are achievable in light of current economic and legal conditions with the skills, background, and knowledge of the Company's principals and advisors. Management reserves the right to make significant modifications to the Company's stated strategies depending on future events.

Management Discretion as to Use of Proceeds:

The net proceeds from this Offering will be used for the purposes described under "Use of Proceeds." The Company reserves the right to use the funds obtained from this Offering for other similar purposes not presently contemplated which it deems to be in the best interests of the Company and its members in order to address changed circumstances or opportunities. As a result of the foregoing, the success of the Company will be substantially dependent upon the discretion and judgment of Management with respect to application and allocation of the net proceeds of this Offering. Investors for the units offered hereby will be entrusting their funds to the Company's Management, upon whose judgment and discretion the investors must depend.

Return on Profits:

The Company intends to retain any initial earnings to fund operations. A member will be entitled to receive profits when the company makes profits on the film invested in.

Dilution:

Additional units issued by the Company in the future may dilute a purchaser's investment in the Company.

Limited Transferability and Liquidity:

To satisfy the requirements of certain exemptions from registration under the Securities Act, and to conform with applicable state securities laws, each investor must acquire his units for investment purposes only and not with a view towards distribution. No public market exists for the units and no market is expected to develop. Consequently, owners of the units may have to hold their investment indefinitely and may not be able to liquidate their investments in the Company or pledge them as collateral for a loan in the event of an emergency.

Long Term Nature of Investment:

An investment in the units may be long term and illiquid. As discussed above, the offer and sale of the units will not be registered under the Securities Act or any foreign or state securities laws by reason of exemptions from such registration, which depends in part on the investment intent of the investors. Prospective investors will be required to represent in writing that they are purchasing the units for their own account for long-term investment and not with a view towards resale or distribution. Accordingly, purchasers of units must be willing and able to bear the economic risk of their investment for an indefinite period. It is likely that investors will not be able to liquidate their investment in the event of an emergency.

No Current Market for Units:

There is no current market for the units offered in this Offering because these are not stocks to be bought and sold. It is a membership where you as the member own a percentage of the film the company is getting produced and receive income from the profits of the film produced.

Compliance with Securities Laws:

The units are being offered for sale in reliance upon certain exemptions from the registration requirements of the Securities Act, applicable Florida Securities Laws, and other applicable state securities laws. If the sale of units were to fail to qualify for these exemptions, purchasers may seek rescission of their purchases of Units. If a number of purchasers were to obtain rescission, the Company would face significant financial demands, which could adversely affect the Company as a whole, as well as any non-rescinding purchasers.

Offering Price:

The price of the units offered has been arbitrarily established by the Company, considering such matters as the state of the Company's business development and the general condition of the industry in which it operates. The Offering price bears little relationship to the assets, net worth, or any other objective criteria of value applicable to the Company.

Lack of Firm Underwriter:

The Units are offered on a "best efforts" basis by the Manager of the Company without compensation and on a "best efforts" basis through certain NASD registered broker-dealers, which enter into Participating Broker-Dealer Agreements with the Company. Accordingly, there is no assurance that the Company, or any NASD broker-dealer, will sell the maximum Units offered or any lesser amount.

Projections: Forward Looking Information:

Management has prepared projections regarding the Company's anticipated financial performance. The Company's projections are hypothetical and based upon a presumed financial performance of the Company, the addition of a sophisticated and well-funded marketing plan, and other factors influencing the business of the Company. The projections are based on Management's best estimate of the probable results of operations of the Company, based on present circumstances, and have not been reviewed by independent accountants. These projections are based on several assumptions, set forth therein, which Management believes are reasonable. Some assumptions upon which the projections are based, however, invariably will not materialize due to the inevitable occurrence of unanticipated events and circumstances beyond Management's control. Therefore, actual results of operations will vary from the projections, and such variances may be material. Assumptions regarding future changes in sales and revenues are necessarily speculative in nature. In addition, projections do not and cannot take into account such factors as general economic conditions, unforeseen regulatory changes, the entry into the Company's market of additional competitors, the terms and conditions of future capitalization, and other risks inherent to the Company's business. While Management believes that the projections accurately reflect possible future results of the Company's operations, those results cannot be guaranteed.

Additional Information:

Reference materials described in this Disclosure Statement are available for inspection at the company office during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the units being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Disclosure Statement. All contracts entered by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

THIS OFFERING IS BASED ON AN EXEMPTION FROM REGISTRATION AS SET FORTH THE UNITS OFFERED HEREBY IN THIS DISCLOSURE STATEMENT ACCORDING TO **Florida Limited Offering Exemption (Section 517.0611, F.S.)** THEY HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH UNITS OR THIS DISCLOSURE STATEMENT BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL.

THE INVESTMENT DESCRIBED IN THIS DISCLOSURE STATEMENT INVOLVES RISKS AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE UNITS ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO PUBLIC MARKET FOR THE UNITS ISSUED PURSUANT TO THIS DISCLOSURE STATEMENT. THE RESALE OF THE UNITS ARE LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE UNITS AS DESCRIBED IN THIS DISCLOSURE STATEMENT HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING DISCLOSURE STATEMENT.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS DISCLOSURE STATEMENT, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS DISCLOSURE STATEMENT. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING OR WHO DESIRE ADDITIONAL INFORMATION OR DISCLOSURE STATEMENTS TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS OFFERING, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS DISCLOSURE STATEMENT ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

FORECASTS OF FUTURE OPERATING RESULTS:

Any forecasts and financial information which may be furnished by the Company to prospective Investors, or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

- The Company reserves the right to waive the Unit and dollar minimum subscription for any investor. The company also gives management the right to offer special arrangements, giving more units for the dollar minimum or units for less than the minimum subscription. The Offering is not underwritten. The units are offered on a "best efforts" basis by the Company through its officers and directors. All proceeds from the sale will be delivered directly to the Company's corporate account and be available for use by the Company at its discretion after the $25,000 amount is reached.
- THIS OFFERING IS NOT UNDERWRITTEN. THE OFFERING PRICE HAS BEEN ARBITRARILY SET BY THE MANAGEMENT OF THE COMPANY. THERE CAN BE NO ASSURANCE THAT ANY OF THE SECURITIES WILL BE SOLD.

THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, NOR HAS ANY SUCH REGULATORY BODY REVIEWED THIS OFFERING FOR ACCURACY OR COMPLETENESS. BECAUSE THESE SECURITIES HAVE NOT BEEN SO REGISTERED, THERE MAY BE RESTRICTIONS ON THEIR TRANSFERABILITY OR RESALE BY AN INVESTOR. EACH PROSPECTIVE INVESTOR SHOULD PROCEED ON THE ASSUMPTION THAT HE MUST BEAR THE ECONOMIC RISKS OF THE INVESTMENT FOR AN INDEFINITE PERIOD, SINCE THE SECURITIES MAY NOT BE SOLD UNLESS, AMONG OTHER THINGS, THEY ARE SUBSEQUENTLY REGISTERED UNDER THE APPLICABLE SECURITIES ACTS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. THERE IS NO TRADING MARKET FOR THE COMPANY'S MEMBERSHIP UNITS AND THERE CAN BE NO ASSURANCE THAT ANY MARKET WILL DEVELOP IN THE FUTURE OR THAT THE UNITS WILL BE ACCEPTED FOR INCLUSION ON NASDAQ OR ANY OTHER TRADING EXCHANGE AT ANY TIME IN THE FUTURE. THE COMPANY IS NOT OBLIGATED TO REGISTER FOR SALE UNDER EITHER FEDERAL OR STATE SECURITIES LAWS THE UNITS PURCHASED PURSUANT HERETO, AND THE ISSUANCE OF THE UNITS IS BEING UNDERTAKEN PURSUANT TO **Florida Limited Offering Exemption (Section 517.0611, F.S.)**. ACCORDINGLY, THE SALE, TRANSFER, OR OTHER DISPOSITION OF ANY OF THE UNITS, WHICH ARE PURCHASED PURSUANT HERETO, MAY BE RESTRICTED BY APPLICABLE FEDERAL OR STATE SECURITIES LAWS AND BY THE PROVISIONS OF THE SUBSCRIPTION AGREEMENT REFERRED TO HEREIN. THE OFFERING PRICE OF THE SECURITIES TO WHICH THE CONFIDENTIAL TERM SHEET RELATES HAS BEEN ARBITRARILY ESTABLISHED BY THE COMPANY AND DOES NOT NECESSARILY BEAR ANY SPECIFIC RELATION TO THE ASSETS, BOOK VALUE OR POTENTIAL EARNINGS OF THE COMPANY OR ANY OTHER RECOGNIZED CRITERIA OF VALUE.

No person is authorized to give any information or make any representation not contained in the Disclosure Statement and any information or representation not contained herein must not be relied upon. Nothing in this Disclosure Statement should be construed as legal or tax advice.

The Management of the Company has provided all the information stated herein. The Company makes no express or implied representation or warranty as to the completeness of this information or, in the case of projections, estimates, future plans, or forward-looking assumptions or statements, as to their attainability or the accuracy and completeness of the assumptions from which they are derived, and it is expected that each prospective investor will pursue his, her, or its own independent investigation. It must be recognized that estimates of the Company's performance are necessarily subject to a high degree of uncertainty and may vary materially from actual results.

General solicitation or advertising may be employed in the offering of the units. Other than the Company's Management, no one has been authorized to give any information or to make any representation with respect to the Company or the Units that is not contained in this Disclosure Statement. Prospective investors should not rely on any information not contained in this Disclosure Statement.

This Disclosure Statement does not constitute an offer to sell or a solicitation of an offer to buy to anyone in any jurisdiction in which such offer or solicitation would be unlawful or is not authorized or in which the person making such offer or solicitation is not qualified to do so.

This Disclosure Statement does not constitute an offer if the prospective investor is not qualified under applicable securities laws.

This offering is subject to withdrawal, cancellation, or modification by the Company without notice and solely at the Company's discretion. The Company reserves the right to reject any subscription or to allot to any prospective investor less than the number of units subscribed for by such prospective investor.

This Disclosure Statement has been prepared solely for the information of the person to whom it has been delivered by or on behalf of the Company. Distribution of this Disclosure Statement to any person other than the prospective investor to whom this Disclosure Statement is delivered by the Company and those persons retained to advise them with respect thereto is unauthorized. Any reproduction of this Disclosure Statement, in whole or in part, or the divulgence of any of the contents without the prior written consent of the Company is strictly prohibited. Each prospective investor, by accepting delivery of this Disclosure Statement, agrees to return it and all other Disclosure Statements received by them to the Company if the prospective investor's subscription is not accepted or if the Offering is terminated.

By acceptance of this Disclosure Statement, prospective investors recognize and accept the need to conduct their own thorough investigation and due diligence before considering a purchase of the Units. The contents of this Disclosure Statement should not be considered to be investment, tax, or legal advice and each prospective investor should consult with their own counsel and advisors as to all matters concerning an investment in this Offering.

NASAA LEGEND
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 BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DISCLOSURE STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES MAY BE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER FEDERAL AND STATE SECURITIES LAWS. INVESTORS SHOULD BE AWARE THAT THEY

MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR FLORIDA RESIDENTS:
EACH FLORIDA RESIDENT WHO SUBSCRIBES FOR THE PURCHASE OF SECURITIES HEREIN HAS THE RIGHT, PURSUANT TO SECTION 517.061(11)(A)(5) OF THE FLORIDA SECURITIES ACT, TO WITHDRAW HIS SUBSCRIPTION FOR THE PURCHASE AND RECEIVE A FULL REFUND ON ALL MONIES PAID WITHIN THREE BUSINESS DAYS AFTER THE EXECUTION OF THE SUBSCRIPTION AGREEMENT OR PAYMENT FOR THE PURCHASE HAS BEEN MADE, WHICHEVER IS LATER. WITHDRAWAL WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH THIS WITHDRAWAL, A SUBSCRIBER NEED ONLY SEND A LETTER OR TELEGRAM TO THE COMPANY AT THE ADDRESS SET FORTH IN THIS CONFIDENTIAL TERM SHEET INDICATING HIS, HER, OR ITS INTENTION TO WITHDRAW.

SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED THIRD BUSINESS DAY. IT IS ADVISABLE TO SEND SUCH LETTER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME IT WAS MAILED. IF THE REQUEST IS MADE ORALLY, IN PERSON OR BY TELEPHONE TO AN OFFICER OF THE COMPANY, A WRITTEN CONFIRMATION THAT THE REQUEST HAS BEEN RECEIVED SHOULD BE REQUESTED.

NO OTHER PERSON LIVING IN ANY OTHER STATE OTHER THAN FLORIDA CAN ENTER THIS INVESTMENT. YOU MUST LIVE IN FLORIDA TO BE A PART OF THIS INVESMENT.

During the course of the Offering and prior to any sale, each person shown this material and his or her professional advisor(s), if any, are invited to ask questions concerning the terms and conditions of the Offering and to obtain any additional information necessary to verify the accuracy of the information set forth herein. Such information will be provided to the extent the Company possess such information or can acquire it without unreasonable effort or expense.

EACH PROSPECTIVE INVESTOR WILL BE GIVEN AN OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, MANAGEMENT OF THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORTS OR EXPENSE, NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT. IF YOU HAVE ANY QUESTIONS WHATSOEVER REGARDING THIS OFFERING, OR DESIRE ANY ADDITIONAL INFORMATION OR DISCLOSURE STATEMENTS TO VERIFY OR SUPPLEMENT THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, PLEASE WRITE OR CALL THE COMPANY AT THE ADDRESS AND NUMBER LISTED WITHIN THIS DISCLOSURE STATEMENT.

I have read and agree to all the Disclosure Statement, Operating Agreement, and Subscription Agreement for ZENITH FRAME, LLC and agree with all their parts.

Operating Agreement

Upon valuable consideration, the persons named below as members hereby covenant and agree to be bound to the following as their Operating Agreement as of the date this agreement is signed (this "Agreement" or "Operating Agreement") for ZENITH FRAME, LLC organized under the laws of the State of Florida (hereinafter known as "the Company").

This Agreement supersedes all written and oral agreements or discussions with this Company or any of its staff or members prior to the date of this Agreement.

AS IN ANY BUSINESS THERE IS A RISK OF NOT BEING SUCCESSFUL AND OF NOT MAKING ANY PROFITS ON THE MONEY YOU HAVE INVESTED IN THE COMPANY. DO NOT BECOME A MEMBER UNLESS YOU ARE WILLING TO TAKE THIS RISK AND CAN AFFORD TO LOSE ALL THE MONEY YOU INVESTED.

Article I

Definitions

As used in this Operating Agreement, the following terms are to have meaning(s) as stated below:

1.1 "Accountant" shall mean the individual, company, or entity designated by the Company to provide accounting services to the Company.

1.2 "Manager" shall mean the manager of the Company.

1.3 "Operating Agreement" shall mean this agreement by and between ZENITH FRAME, LLC and its members.

1.4 "Company" shall mean ZENITH FRAME, LLC.

1.5 "Control of the Company" shall be the Manager of the Company.

1.6 "Member", "member" shall mean a person who has contributed to the company the amount designated in this agreement and who abides by this Operating Agreement.

1.7 "Unit" shall mean each $100,000 invested.

Article II

General Provisions

2.1 Formation. Articles of Organization have been filed with the appropriate State office in Florida.

2.2 Company Name. The name of the Company is ZENITH FRAME, LLC.

2.3 Purpose of the Company. The purpose of the company is to engage in any lawful act or activity for which an LLC may be organized under the laws of the State of Florida including, but not limited to, investing in films.

2.4 Place of Business. The current mailing address of the company shall be 1420 Celebration Blvd. Suite 200, Celebration, Florida 34747.

2.5 Registered Agent. The registered agent and registered office shall be as follows: Robert Taormina, same address as office.

2.6 Business Transactions of a Member with the Company. A member may lend money to, borrow money from, act as a surety, guarantor, or endorser for, guarantee or assume one or more obligation of, provide collateral for, and transact other business with, the Company and, subject to applicable law, shall have the same rights and obligations with respect to any such matter as a person who is not a member.

2.7 Company Property. No real-estate property of the Company shall be deemed to be owned by any member individually, but shall be owned by, and title shall be vested solely in, the Company.

2.8 Term of Existence. The Company's existence shall commence on the date of the filing of the Article of Organization with the State of Florida, and thereafter, the Company existence shall continue at the discretion of the Manager of the LLC.

2.9 Accounting Period. The closure of the Company year for financial state and federal tax purposes shall be at the close of the year.

Article III

Members

3.1 New Members. New Members may be admitted to the Company at the discretion of the Manager of the Company at any time during the twelve-month period.

Article IV

Management

4.1 Management of the Company. The members, by signing this Operating Agreement, vote to have as Manager, Robert Taormina. As Manager, he will be responsible for the policy setting, direction, decisions, production, and all business matters of the Company including, but not limited to, the following list of matters as voted and agreed upon by the members of the Company by the signing of this operating agreement. By signing this Operating Agreement, the members vote in agreement to the following list of job requirements for Manager. The Manager of the Company will implement these matters to the best of his abilities.

- The declaration or payment, directly or indirectly, or any distribution whether in cash, property, or securities, or a combination thereof, with respect to any Company Unit (whether by reduction of capital or otherwise);
- Approval of the annual budget of the Company;
- Approval of all expenses and salaries;
- Approval of any capital expenditure;
- Approval of the leasing of any asset;
- Approval of the incurrence of any indebtedness or obligations;
- Approval of any contract or agreement;
- Any matter in the course of doing business in an LLC, whether financial or otherwise.

4.2 No Liability of Management. All debts, obligations and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company; and no Manager shall be obligated personally for any such debt, obligation, or liability of the Company, solely by reason of being a Manager. This section does not prevent a Manager, should he or she choose, from separately agreeing to guarantee or to otherwise become liable for a debt which is also one of the Company.

Article V

Capital Structure

5.1 Capital Structure. The capital structure of the company shall consist of one class of Company Units, each having equal rights under all provisions of this Operating Agreement.

5.2 Company Units. Units shall be issued to the members by the management of the Company. One unit is $100,000. Fractions of units may be purchased.

5.3 Additional Capital. Accredited Investors may make additional capital contributions. Non-Accredited Investors have a cap of $10,000.

5.4 No Withdraw from Capital. Members have the right to withdraw their capital contributions within three days from making their contribution. After the three days their contributions are non-refundable.

5.5 Each member was informed that, like any start up business, there is always the risk that the money contributed can be lost. We are attempting to get a major motion picture funded by a "Hollywood Studio". We may or may not be able to accomplish this.

Article VI

Allocations and Distributions

6.1 Allocations to Capital Accounts. Except as may be required by law, net profits and other items of income, gain, loss, deduction, and credit of the Company, shall be allocated among the members ratably in proportion to each member's Unit percentage for any tax year. Management (with the Accountant of the Company) will make distributions of profits on a yearly basis (at the end of the year) to members. No distribution will be made, however, if the Company is not able to pay its debts as they become due in the usual course of business, or if the Company assets are less than the sum of its total liabilities.

Article VII

Transfers of Units, Death, Sale, Removal of Member

7.1 No members shall have the right to sell, convey, assign, transfer, pledge, grant a security interest in, or otherwise dispose of, all or any part of its Units.

Article VIII

Dissolution of the Company

8.1 Dissolution. The Company shall be dissolved only by a determination of Management. No other event, including, but not limited to, the death, removal, insolvency, liquidation, dissolution, expulsion, bankruptcy, or physical or mental incapacity of a member, shall cause the existence of the Company to terminate.

8.2 Liquidation. Should liquidation occur, the Company shall then be liquidated and its affairs shall be wound up– including preparation of final financial statements and an accounting by the manager. All proceeds from the liquidation shall be distributed in accordance with Florida law, and all the Company Units shall, thereafter, be canceled. Distributions to the members shall be made in accordance and proportion with the member's relative Capital Account balances. Final distribution to members shall not be made until all liabilities have been satisfied and any contingent claims against the Company have been resolved. Upon termination, the completion of the liquidation and distribution of the Company assets, the

Company shall be terminated, and the Manager shall cause the Company to execute and file a certificate of dissolution in accordance with Florida law.

Article IX

Exculpation of Liability: Indemnification

9.1 Exculpation of Liability. Unless otherwise provided by law, a person who is a member or Manager shall not be liable for the acts, debts, or liabilities of the Company to third parties.

9.2 Indemnification. The Company shall indemnify any Member or Manager of the Company who was, or is, a party, or is threatened to be made a party to a potential, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Company.

Article X

Miscellaneous

10.1 Amendment of Operating Agreement. This Agreement may be amended by, and only by, a written instrument executed by Management of the Company and the member signing the agreement. A member is only a member when both Management and a member have both executed this agreement by both signing it.

10.2 Counterparts. This Operating Agreement may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

10.3 Governing Law. This Operating Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each member, by signing this Operating Agreement, hereby submits to personal and subject matter jurisdiction in the State of Florida, the city of Kissimmee, of any dispute between or among the members, the Company, and/or the management, connected to, or regarding, the business of, or contribution in, the Company.

10.4 Severability; Standard for Interpretation. If it shall be determined by a court or other competent body that any provision or wording of this Operating Agreement shall be invalid or unenforceable under State or other applicable law, such invalidity or unenforceability shall not invalidate the entire Operating Agreement. Whenever two or more interpretations of the provisions or wording of this Operating Agreement shall be possible, the interpretation or construction which leads to the enforcement and validity of any provision of this Operating Agreement shall be favored and deemed to be the intended interpretation of the parties to this Agreement.

10.5 Understanding. You hereby warrant and represent that you have had the opportunity to consult independent counsel before signing this Disclosure Statement and have either consulted independent counsel or have voluntarily waived your right to do so.

10.6 All statements regarding financial projections are based upon information gathered by ZENITH FRAME, LLC from industry and cannot be guaranteed for its accuracy and content regarding this particular project. I understand and agree with the above disclosures.

10.7 I am financially able to take the risks associated with this investment and I can suffer a complete loss of the investment capital contributed to this membership.

10.8 I am a full-time resident of Florida of the address enclosed.

10.9 I have read the entire Operating Agreement of the Company and understand and agree with all its parts.

I have read and agree to all the articles in the Disclosure Statement, Subscription Agreement, and Operating Agreement and agree with all their parts.

ZENITH FRAME, LLC

1420 Celebration Blvd. Suite 200, Celebration, Florida 34747

ZENITH FRAME, LLC

Subscription Agreement

ZENITH FRAME, LLC

Agreement of the parties:

I have been informed (the "Purchaser") that ZENITH FRAME, LLC., a Florida, LLC (the "Company") wishes to raise One Million Dollars. This Subscription Agreement is one of several such subscriptions for units. By signing this Subscription Agreement, I offer to purchase and subscribe from the Company the number of units set forth below on the terms specified herein. The Company reserves the right, in its complete discretion, to reject any subscription offer or to reduce the number of units allotted to me. If this offer is accepted, the Company will execute a copy of this Subscription Agreement and return it to me. All proceeds from the sale of units will be delivered directly to the Company and be available for its use after the initial $25,000 is raised.

1. <u>Accredited Investor</u>. I am an Accredited Investor because I qualify within one of the following categories:

Please Check the Appropriate Category

_____ $1,000,000 Net Worth.

A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000 (excluding the value of the person's primary residence).

_____ $200,000/$300,000 Income.

A natural person who had an individual income in excess of $200,000 (including contributions to qualified employee benefit plans) or joint income with such person's spouse in excess of $300,000 per year in each of the two most recent years and who reasonably expects to attain the same individual or joint levels of income (including such contributions) in the current year.

_____ Director or Officer of Issuer.

Any director or executive officer of the Company.

_____ All Equity Owners In Entity Are Accredited.

An entity, (i.e. corporation, membership, trust, IRA, etc.) in which all of the equity owners are Accredited Investors as defined herein.

_____ Corporation.

A corporation not formed for the specific purpose of acquiring the Units offered, with total assets in excess of $1,000,000.

_____ Other Accredited Investor.

Any natural person or entity which qualifies as an Accredited Investor pursuant to Rule 501(a) of Regulation D promulgated under the Act; specify basis for qualification.

_______ I AM A NON-ACCREDITED MEMBER ALLOWED TO INVEST UP TO TEN THOUSAND DOLLARS IN THIS INVESTMENT.

____

2. Representations and Warranties. I represent and warrant to the Company that:

- I have adequate means of providing for my current needs and possible contingencies and I have no need for liquidity of my investment in the units, and I can bear the economic risk of losing the entire amount of my investment in units, and I have such knowledge and experience that I am capable of evaluating the relative risks and merits of this investment; The purchase of units is consistent, in both nature and amount, with my overall investment program and financial condition.

- The address set forth below is my true and correct residence, and I have no intention of becoming a resident of any other state or jurisdiction.
- I have not utilized the services of a “Purchaser Representative” (as defined in Regulation D promulgated under the Securities Act) because I am a sophisticated, experienced investor, capable of determining and understanding the risks and merits of this investment.

- I have received and read, and am familiar with the Offering Disclosure Statements, including the Disclosure Statement, Subscription Agreement, and the Operating Agreement of the Company. All Disclosure Statements, records and books pertaining to the Company and the units requested by me, including all pertinent records of the Company, financial and otherwise, have been made available or delivered to me.

- I have had the opportunity to ask questions of and receive answers from the Company's officers and representatives concerning the Company's affairs generally and the terms and conditions of my proposed investment in the units.

- I understand the risks implicit in the business of the Company. Among other things, I understand that there can be no assurance that the Company will be successful in obtaining the funds necessary for its success. If only a fraction of the maximum amount of the Offering is raised, the Company may not be able to expand as rapidly as anticipated, and proceeds from this Offering may not be sufficient for the Company's long-term needs.

- Other than as set forth in the Disclosure Statement, no person or entity has made any representation or warranty whatsoever with respect to any matter or thing concerning the Company and this Offering, and I am purchasing the units based solely upon my own investigation and evaluation.

- I understand that no units have been registered under the Securities Act, nor have they been registered pursuant to the provisions of the securities or other laws of applicable jurisdictions. I also understand that the Company will not register and go public with the company.
- The units for which I subscribe are being acquired solely for my own account, for investment and are not being purchased with a view to or for their resale or distribution. In order to induce the Company to sell units to me, the Company will have no obligation to recognize the ownership, beneficial or otherwise, of the units by anyone but me.

I am aware of the following:

- **The units are a speculative investment which involves a high degree of risk; and**
- My investment in the units is not readily transferable; it may not be possible for me to liquidate my investment.

- The financial statements of the Company have merely been compiled and have not been reviewed or audited.

- There are substantial restrictions on the transferability of the units registered under the Securities Act; and

- No federal or state agency has made any finding or determination as to the fairness of the units for public investment nor any recommendation or endorsement of the units.

As stated in the Disclosure Statement, none of the following information has ever been represented, guaranteed, or warranted to me expressly or by implication, by any broker, the Company, or management or employees of the foregoing, or by any other persons:

- The appropriate or exact length of time that I will be required to hold the units;

- The percentage of profit and/or amount or type of consideration, profit, or loss to be realized, if any, as a result of an investment in the units; or that the past performance or experience of the Company, or associates, management, affiliates, or employees of the Company or any other person, will in any way indicate or predict economic results in connection with the purchase of units;

- The amount of dividends or distributions that the Company will make;

- I have not distributed these Disclosure Statements to anyone, no other person has used the Disclosure Statement, and I have made no copies of the Disclosure Statement; and

- I hereby agree to indemnify and hold harmless the Company, its managers, directors, and representatives from and against all liability, damage, cost or expense, including reasonable attorney's fees, incurred on account of or arising out of:

- Any inaccuracy in the declarations, representations, and warranties set forth above;

- The disposition of any of the units by me which is contrary to the foregoing declarations, representations, and warranties; and

- Any action, suit or proceeding based upon (1) the claim that said declarations, representations, or warranties were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Company; or (2) the disposition of any of the units.

- By entering into this Subscription Agreement, I acknowledge that the Company is relying on the truth and accuracy of my representations.

The foregoing representation and warranties are true and accurate as of the date hereof, shall be true and accurate as of the date of the delivery of the funds to the Company and shall survive such delivery. If, in any respect, such representations and warranties are not true and accurate prior to delivery of the funds, I will give written notice of the fact to the Company, specifying which representations and warranties are not true and accurate and the reasons therefore.

- Transferability. I understand that I may not sell or otherwise transfer my units.

• Indemnification. I understand the meaning and legal consequences of the representations and warranties contained in Paragraph 2 hereof, and I will indemnify and hold harmless the Company, its officers, directors, and representatives involved in the offer or sale of the units to me, as well as each of the managers and representatives, employees and agents and other controlling persons of each of them, from and against any and all loss, damage or liability due to or arising out of a breach of any representation or warranty of mine contained in this Subscription Agreement.

• Revocation. I will not cancel, terminate or revoke this Subscription Agreement or any agreement made by me hereunder and this Subscription Agreement shall survive my death or disability.

• Termination of Agreement. If this subscription is rejected by the Company, then this Subscription Agreement shall be null and void and of no further force and effect, no party shall have any rights against any other party hereunder, and the Company shall promptly return to me the funds delivered with this Subscription Agreement.

Miscellaneous.

- This Subscription Agreement shall be governed by and construed in accordance with the substantive law of the State of Florida.
- This Subscription Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only in writing and executed by all parties.
- By purchasing the units in ZENITH FRAME, LLC. I hereby agree to the terms and provisions as included in this Subscription Agreement.
- All legal disputes will be handled in the city of Kissimmee, in the State of Florida.
- This agreement supersedes and replaces any and all other agreements made between the purchaser and Company signing this agreement.

I have read and agree to all of the Disclosure Statement, Operating Agreement, and Subscription Agreement for ZENITH FRAME, LLC and agree with all their parts.

Member's Signature ______________________________

Print Name ______________________________________

Address ____

Amount Enclosed ___________________________________

Phone Number _______________________________________

Date Signed ________________________

Management's Name: Robert Taormina

Management's Signature ___________________________

Date Signed by Management ____________________________