FORM 1-A/A

Offering statement under Regulation A [amend]

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FILER

Mr. Mango LLC
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SIC: **7812** Motion picture & video tape production

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An offering statement pursuant to Regulation A (17 CFR 230.251, *et seq.*) relating to the securities described herein (the "***Securities***") has been filed with the U.S. Securities and Exchange Commission. Information contained in this preliminary offering circular (the "***Preliminary Offering Circular***") is subject to completion or amendment. The Securities may not be sold nor may offers to buy be accepted before the Offering Statement is qualified. This Preliminary Offering Circular will not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sales of the Securities in any state in which such offer, solicitation or sale would be unlawful before registration or qualification under the laws of any such state. The issuer of the Securities may elect to satisfy its obligation to deliver a final offering circular ("***Final Offering Circular***") by sending you a notice within two business days after the completion of its sale to you that contains the uniform resource locator where the Final Offering Circular or the Offering Statement in which such Final Offering Circular was filed may be obtained.

Preliminary Offering Circular (Subject to Completion) November 28, 2022

PART II – INFORMATION REQUIRED IN OFFERING CIRCULAR

ITEM 1.
COVER PAGE OF PRELIMINARY OFFERING CIRCULAR

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO PUBLIC:
As soon as practicable after the date as of which the Offering Statement has been qualified by the Commission

Mr. Mango LLC

9570 West Pico Boulevard
Los Angeles, CA 90035
+(310) 746-1400
https://skybound.com (the contents of which do not constitute part of this Offering Circular)

Up to 150,000 Units

Aggregate Offering Amount: $75,000,000

Minimum Investment: $500

Mr. Mango LLC, a Delaware limited liability company ("***we***," "***us***," "***our***," or the "***Company***"), is conducting a Regulation A Tier 2 offering (this "***Offering***") of its limited liability company common equity interests ("***Common Interests***," and also referred to herein as "***Units***" or "***Unit***," as applicable), each of which are subject to the conditions set forth in "Securities Being Offered." The number of Units subject to this Offering is 150,000. Of that amount, we are offering for sale, to the public, up to 150,000 Units at a fixed price of $500 per Unit (the "***Offering Price***"). The minimum purchase per investor is $500 (1 Unit). Additional purchases may be made in multiples of $500 (1 Unit). No investor will be entitled to a fractional Unit. If the purchase price paid, divided by the Offering Price, results in a number of Units that is not a whole number, the number of Units to which the investor is entitled will be rounded down to the nearest whole number.

This Offering, which is not subject to the sale of any minimum number of Units, is being conducted on a "best efforts" basis through a registered broker-dealer, which will be paid (i) a brokerage commission, in cash, of 6% of the first $20,000,000 of the aggregate Offering Price of all Units sold in this Offering, 5% of the next $30,000,000 of the aggregate Offering Price of all Units sold in this Offering, and 1.5% of all dollar value over $50,000,000 of the aggregate Offering Price of all Units sold in this Offering (the "***Brokerage Commission***"); and (ii) a securities commission – that is, a commission paid in Units – of 1.5% of all Units sold in this Offering, provided the aggregate Offering Price of all Units sold in this Offering is equal to or exceeds $25,000,000. 225,000 of Units not being offered for sale in this Offering are being reserved for the

payment of that securities commission. No Company officer or director who introduces friends, family members and business acquaintances to any selling agent in this Offering will receive commissions or any other remuneration from any such sales.

Sale of the Units will commence within two calendar days after the date (the "***Qualification Date***") as of which the Commission qualifies the offering statement (the "***Offering Statement***") related to this offering circular (this "***Offering Circular***"). The Units will be offered for sale on a continuous basis, pursuant to Rule 251(d)(3)(i)(F) of Regulation A ("***Regulation A***") under the Securities Act of 1933, as amended (the "***Securities Act***"), until the earliest of (i) the 240th day after the Qualification Date (though we may, in our sole discretion, extend this Offering one or more times), (ii) the date as of which all Units offered by this Offering Circular have been sold and (iii) any such earlier time as we may determine in our sole discretion, regardless of the number of Units sold and the amount of capital raised. If we sell all of the 150,000 Units we are offering, our gross proceeds will be $75,000,000. All funds raised will become available to us and will be used as described under "Use of Proceeds." Investors are advised that unless their subscriptions are rejected, they will not be entitled to a return of their subscription funds and could lose their entire investment.

Effective on October 24, 2022, we implemented a 1-to-7.18732 split of our issued and outstanding limited liability company equity interests (such split, the "***Unit Split***"). All limited liability company equity interest and per limited liability company equity interest information have been retroactively adjusted to reflect the Unit Split for all periods presented, unless otherwise indicated. The Company's financial statements have not been adjusted to reflect the Unit Split.

If any subscriptions are rejected, the associated sale proceeds will be returned to the related investors, without interest. Otherwise, because this Offering is not conditioned on the sale of any minimum number of Units, proceeds from the sale of Units will be retained by the Company.

Generally, no sale may be made to you in this Offering if the aggregate purchase price you pay is more than 10% of the greater of your annual income or net worth. Different rules apply to accredited investors and non-natural persons. Before making any representation that your investment does not exceed applicable thresholds, we encourage you to review Rule 251(d)(2)(i)(C) of Regulation A. For general information on investing, we encourage you to visit www.investor.gov.

THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "COMMISSION") DOES NOT PASS UPON THE MERITS OF OR GIVE ITS APPROVAL TO ANY SECURITIES OFFERED OR THE TERMS OF THIS OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR OR OTHER SOLICITATION MATERIALS. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE COMMISSION; HOWEVER, THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES OFFERED ARE EXEMPT FROM REGISTRATION.

	Gross Proceeds	Underwriting Discount and Commissions	Proceeds to Company[2]	Proceeds to Other Persons
Total Maximum:	$ 75,000,000	$ 3,075,000[1]	$ 71,625,000	$ 294,995

(1) The Units are being offered on a "best efforts" basis through OpenDeal Broker LLC ("***ODB***"), a broker-dealer registered with the Commission and admitted to membership in the Financial Industry Regulatory Authority ("***FINRA***") and the Securities Investor Protection Corporation ("***SIPC***"). As of the date of this Offering Circular, the Company is a party to a selling agreement with ODB. The Brokerage Commission (defined above) will be paid to ODB with respect to all Units sold in this Offering. In addition to the Brokerage Commission, ODB will also receive a securities commission, payable in Units, equal to 1.5% of all Units sold in this Offering, provided the aggregate Offering Price for all Units sold in this Offering is equal to or exceeds $25,000,000. We may be required to indemnify ODB and possibly other parties with respect to disclosures made in this Offering Circular. We reserve the right, in connection with this Offering, to enter into posting agreements with equity crowdfunding firms not associated with FINRA member firms, for which we may pay non-contingent fees as compensation. See "Plan of Distribution" for details regarding the compensation payable to third-parties in connection with this Offering.

(2) The amounts shown in "Proceeds to the Company" reflect amounts after deducting our offering expenses, which include legal, accounting, printing, and blue sky compliance fees and expenses incurred in this Offering. See "Use of Proceeds" and "Plan of Distribution" for details.

THE UNITS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF CERTAIN STATES. THE UNITS ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH STATE LAWS. THE UNITS MAY BE SUBJECT IN VARIOUS STATES TO RESTRICTION ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND SUCH STATE LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE UNITS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING

AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE OFFERING CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

As of the date of this Offering Circular, no public market exists for the Units, and no such public market may ever develop. If it does, it may not be sustained. As of the date of this Offering Circular, the Units are not traded on any exchange or on the over-the-counter market, and we can provide no assurance that it will ever be quoted on a stock exchange or a quotation service. We anticipate that proceeds from this Offering will be employed as outlined in "Use of Proceeds" and "Description of Business." For more information on the Units, see "Securities Being Offered."

These are speculative securities. Investing in them involves significant risks. You should invest in them only if you can afford a complete loss of your investment. See "Risk Factors" beginning on page 6.

This Offering Circular follows the offering circular disclosure format of Part II of Form 1-A/A.

Offering Circular Dated November 28, 2022

Implications of being an Emerging Growth Company

As an issuer with less than $1 billion in total gross revenues during our last fiscal year, we will qualify as an "emerging growth company" under the Jumpstart Our Business Startups Act of 2012 (the "***JOBS Act***"). This will be significant if and when we become subject to the ongoing reporting requirements of the Securities Exchange Act of 1934 (the "***Exchange Act***"). An emerging growth company may take advantage of certain reduced reporting requirements and is relieved of certain other significant requirements that are otherwise generally applicable to public companies. In particular, as an emerging growth company, we:

- will not be required to obtain an auditor attestation on our internal controls over financial reporting pursuant to the Sarbanes-Oxley Act of 2002;
- will not be required to provide a detailed narrative disclosure discussing our compensation principles, objectives and elements analyzing how these elements compare with our principles and objectives (commonly referred to as "compensation discussion and analysis");
- will not be required to obtain a non-binding advisory vote from our members on executive compensation or golden parachute arrangements;
- will be exempt from certain executive compensation disclosure provisions requiring a pay for performance graph and CEO pay ratio disclosure; and
- may present only two years of financial statements and only two years of related management's discussion and analysis of financial condition and results of operations (or MD&A) disclosure.

We intend to take advantage of all these reduced reporting requirements and exemptions, including the longer phase-in periods for the adoption of new or revised financial accounting standards, and hereby elect to do so. Our election to use the phase-in periods may make it difficult to compare our financial statements to those of non-emerging growth companies and other emerging growth companies that have opted out of the phase-in periods under Section 107 of the JOBS Act.

Under the JOBS Act, we may take advantage of the above-described reduced reporting requirements and exemptions for up to five years after our initial sale of common equity pursuant to a registration statement declared effective under the Securities Act or until such earlier time, if any, as we no longer meet the definition of an emerging growth company. We would no longer be an emerging growth company if our revenues exceeded $1.07 billion; if we issued more than $1.0 billion in nonconvertible debt in a three-year period; or if the market value of the common equity held by the public exceeded $700 million as of our fiscal year-end.

We do not intend to register a class of securities under Section 12 of the Exchange Act.

THIS OFFERING IS SUBJECT TO WITHDRAWAL OR CANCELLATION BY THE COMPANY AT ANY TIME AND WITHOUT NOTICE. THE COMPANY RESERVES THE RIGHT IN ITS SOLE DISCRETION TO REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART NOTWITHSTANDING TENDER OF PAYMENT OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE NUMBER OF SECURITIES SUBSCRIBED FOR BY SUCH INVESTOR.

THE OFFERING PRICE OF THE SECURITIES HAS BEEN DETERMINED 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.

ADVICE OF FORWARD-LOOKING STATEMENTS

Certain statements in this Offering Circular constitute forward-looking statements. When used in this Offering Circular, the words "may," "will," "should," "project," "anticipate," "believe," "estimate," "intend," "expect," "continue," and similar expressions or the negatives thereof are generally intended to identify forward-looking statements. Such forward-looking statements, including the intended actions and performance objectives of the Company, involve known and unknown risks, uncertainties, and other important factors that could cause the actual results, performance, or achievements of the Company to differ materially from any future results, performance, or achievements expressed or implied by such forward-looking statements. No representation or warranty is made as to future performance or such forward-looking statements. The Company expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein to reflect any change in its expectation with regard thereto or any change in events, conditions, or circumstances on which any such statement is based.

You should not place undue reliance on these forward-looking statements. Our actual results could differ materially from those that we anticipate and that are expressed or implied by the use of such forward-looking statements and, for many reasons, are subject to certain risks. All forward-looking statements in this Offering Circular speak only as of this Offering Circular's date, based on information available to us (taking into consideration that certain information is unknown or not available to us) as of the date hereof, and we assume no obligation to update any forward-looking statement or information contained in this Offering Circular.

ITEM 2.

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ITEM 3.

SUMMARY OF OFFERING

This Summary of Offering highlights information contained elsewhere in this Offering Circular and does not contain all of the information you should consider before investing in the Units. Before making an investment decision, you should read the entire Offering Circular carefully, including the "Risk Factors" section, the "Management's Discussion and Analysis of Financial Condition and Results of Operations" section, the financial statements and the notes to the financial statements. ***An investment in the Units presents substantial risks and you could lose all or substantially all of your investment.***

Mr. Mango LLC (the "***Company***," "***we***," "***us***" or "***our***"), is a Delaware limited liability company formed on December 14, 2016. The Company, together with its subsidiaries, is a multiplatform entertainment company that engages with creators and their intellectual properties to create engaging content and deliver one-of-a-kind experiences to fans. The Company extends creator's stories across platforms including comics, television, film, video games, tabletop, books, digital content, audio programming, and beyond. The Company is home to critically acclaimed global franchises including *The Walking Dead, Invincible*, *Superfight*, and *Impact Winter*. The Company maintains key partnerships across the entertainment industry including Universal Pictures and Image Comics, holds a first look development deal with Audible, and has engaged an ongoing strategic business partnership with mobile games publisher and developer 5th Planet Games (OAX: FIVEPG). The Company's capabilities include publishing, production, and global distribution for video games across all genres, including the multi-million unit selling Telltale's The Walking Dead video game series. The Company is also a strategic global marketing and distribution partner of Striking Distance Studios for the highly-anticipated survival-horror game The Callisto Protocol.

The Company is hereby offering up to 150,000 Units, on a "best efforts" basis. As of the date of this Offering Circular, there is no public market for the Company's securities, and no such public market may ever develop. An investment in the Units involves a high degree of risk. You should purchase Units only if you can afford to lose your entire investment (see "Risk Factors" beginning on page 6 of this Offering Circular).

Sale of the Units will commence within two calendar days after the date as of which the Commission qualifies the Offering Statement (the "***Qualification Date***"). The Company will offer the Units for sale until the earliest of (i) the 240th day after the Qualification Date (though we may, in our sole discretion, extend this Offering one or more times), (ii) the date as of which all Units offered by this Offering Circular have been sold and (iii) any such earlier time as we may determine in our sole discretion, regardless of the number of Units sold and the amount of capital raised. The period during which the Company is offering Units for sale is referred to in this Offering Circular as the "***Offering Period***." The Company is offering, for sale, Units with an aggregate Offering Price of $75,000,000 (see "Plan of Distribution"). During the Offering Period, unless the terms of this Offering are revised, Units will be offered at $500 per Unit (the "***Offering Price***"). During the Offering Period (as it may be extended), investor funds, excluding any interest, will be promptly returned if subscriptions are rejected.

The minimum purchase per investor is $500 (1 Unit). Additional purchases may be made in multiples of $500 (1 Unit). No investor will be entitled to a fractional Unit. If the purchase price paid, divided by the Offering Price, results in a number of Units that is not a whole number, the number of Units to which the investor is entitled will be rounded down to the nearest whole number. No member of the Company is selling Units in this Offering.

Tier 2 Reporting Requirements

As the Company is conducting the Offering pursuant to Regulation A Tier 2, the Company will be required to file annual, semiannual, and current reports with the Commission on an ongoing basis.

RISK FACTORS

Investing in the Units involves a high degree of risk and many uncertainties. You should carefully consider the risks described below along with all of the other information contained in this Offering Circular, including our financial statements and the related notes, before deciding whether to purchase the Units. If any of the adverse events described in the following risk factors, as well as other factors which are beyond our control, actually occur, our business, results of operations and financial condition may suffer significantly. The following is a description of what we consider the key challenges and material risks to our business and an investment in our securities.

Risks associated with the Company and its business model.

The Company depends on key personnel to maintain its competitive position.

The ability of the Company to maintain its competitive position depends, to a large degree, on the services of the Company's management team and managers. The loss or diminution in the services of members of the management team or an inability to attract, retain and maintain additional management personnel could have a material adverse effect on the Company's financial performance. Competition for personnel with relevant expertise is intense because of the small number of qualified individuals, and that competition may seriously affect the Company's

ability to retain its existing management and attract additional qualified management personnel, which could have a significant adverse impact on the Company's financial performance.

The Company operates within a highly competitive industry.

Our competition with competing mid-size, multi-platform businesses within the art and entertainment industry such as Skydance Media, Annapurna, Legendary and even large multi-platform entertainment companies such as the Walt Disney Corporation, Netflix, Amazon and Electronic Arts could lead to the Company's being unable to become profitable. This competitive environment may impede the Company's ability to market efficiently and continue building brand awareness.

This competitive industry also witnesses consistent development of new business models, which the Company may struggle to maintain a robust financial position against. Such competition could lead to the Company's inability to continue being profitable or maintain or grow its customer base.

The Company may be unable to maintain brand awareness to the extent necessary to continue being profitable.

We believe developing and maintaining awareness of and consumer engagement with our brand in a cost-effective manner is critical to achieving widespread acceptance of our existing and future services and is an important element in attracting new customers and maintaining old customers. Successful promotion of our brand will depend largely on the effectiveness of our marketing efforts and on our ability to provide attractive products at competitive prices. Our efforts to build our brand will involve significant expense. Brand promotion activities may not yield increased revenue, and even if they do, any increased revenue may not offset the expenses incurred in building our brand. If our efforts to promote and maintain our brand are not successful, we may fail to attract enough new customers and maintain old customers to the extent necessary to realize a sufficient return on our brand-building efforts, and our business could suffer.

The Company operates within a speculative industry.

Certain segments of the entertainment, media and communications industry are highly speculative and have historically involved a substantial degree of risk. For example, if a property is optioned by a studio, the option may not become exercised, or if exercised, a film may still not be made, or even if a film is made, the success of a particular film, video game, program or recreational attraction depends upon unpredictable and changing factors. Such factors include, among other things, the success of promotional efforts, the availability of alternative forms of entertainment and leisure time activities, general economic conditions, public acceptance and other tangible and intangible factors, many of which are beyond our control. Investors should consider the speculative nature of the industry in which we operate in prior to making an investment.

The Company's products may fail to achieve economic success.

We cannot guarantee the economic success of any of our products because such success depends on a variety of factors, none of which are not entirely within our control. Such factors include, among other things, the public's acceptance of the product, critical reviews, competing products on the market, the availability of distribution channels for our products, general economic conditions, and other tangible and intangible factors. If the Company's products fail to achieve economic success, the Company's financial performance will be negatively impacted, and so would the potential value of the Units.

The Company's financial success depends upon consumer reception of its products, which is difficult to predict.

The production and distribution of comic books, online publishing, television programs, motion pictures and other entertainment content are inherently risky businesses because the revenues we derive and our ability to distribute and license rights to our content depend primarily upon its acceptance by the public. Consumer reception of our products is difficult to predict. Audience tastes change frequently and it is a challenge to anticipate what content will be successful at a certain point in time. In addition, the commercial success of our content also depends upon the quality and acceptance of competing programs, motion pictures and other content available or released into the marketplace at or near the same time. Other factors, including the availability of alternative forms of entertainment and leisure time activities, general economic conditions, piracy, digital and on-demand distribution and growing competition for consumer discretionary spending may also affect the audience for our content. Furthermore, the theatrical success of a film may impact not only the theatrical revenues we receive but also those from other distribution channels, such as from online streaming and video-on-demand and DVD sales. A poor theatrical performance may also impact our negotiating strength with distributors and retailers, resulting in less desirable product promotion. Ultimately, reduced public acceptance of our entertainment content can affect all of our revenue streams and may adversely impact our results of operations.

The Company's financial performance may be limited by changes or disruptions in the manner in which its digital content is distributed.

The manner in which consumers access film content has undergone rapid and dramatic changes over the years. For example, some ancillary means of distribution, such as DVDs, have gained importance and then faded. We cannot provide any assurance that new distribution channels will be as profitable for the film industry as today's channels or that we will successfully exploit any new channels. We can also not provide any assurance that current distribution channels will maintain their profitability. In addition, films and related products are distributed internationally and are subject to risks inherent in international trade, including war and acts of terrorism, instability of foreign governments or economies, fluctuating foreign exchange rates and changes in laws and policies affecting the trade of movies and related products.

The Company's financial performance depends, in part, on its ability to respond to and capitalize on rapid changes in consumer behavior resulting from new technologies and distribution platforms.

Technology in the online and mobile arenas changes rapidly. We must adapt to advances in technologies, distribution outlets and content transfer and storage to ensure that our content remains desirable and widely available to our audiences while protecting our intellectual property interests. The ability to anticipate and take advantage of new and future sources of revenue from such technological developments will affect our ability to continue to increase our revenue and expand our business. Similarly, we also must adapt to changing consumer behavior driven by technological advances such as video-on-demand and a desire for more short form and user-generated and interactive content. These technological advances may impact traditional distribution methods, such as reducing the demand for DVD or Blu-Ray products and the desire to see motion pictures in theaters. If we cannot ensure that our content is responsive to the lifestyles of our target audiences and capitalize on technological advances, our revenues will decline and our financial performance may be adversely affected.

Strikes and other union activity may negatively impact the Company's financial performance.

We and our suppliers engage the services of writers, directors, actors and other talent, trade employees and others who are subject to collective bargaining agreements. If we or our suppliers are unable to renew expiring collective bargaining agreements, it is possible that the affected unions could retaliate in the form of strikes or work stoppages. Such actions, higher costs in connection with the collective bargaining agreements, or a significant labor dispute could adversely affect our business by causing delays in the production, the release date or by reducing the profit margins of our media content.

The Company's intellectual property rights could be unenforceable or ineffective, and the Company could be subject to claims for intellectual property infringement.

One of the Company's most valuable assets is its intellectual property. Companies, organizations, or individuals, including competitors, may hold or obtain copyright, trademarks, or other proprietary rights that would prevent, limit, or interfere with the Company's ability to make, use, develop, sell, or market all or portions of its products, which would make it more difficult for the Company to operate its business. These third parties may have applied for, been granted, or obtained copyrights or trademarks that relate to intellectual property that competes with the Company's intellectual property, thereby requiring the Company to develop or obtain alternative products, or obtain appropriate licenses for such products, which may not be available on acceptable terms or at all. Such a circumstance may result in the Company's having to significantly increase development efforts and resources to redesign some of its products in order to safeguard the Company's competitive edge against competitors in the same industry. There is a risk that the Company's means of protecting its intellectual property rights may not be adequate, and weaknesses or failures in this area could adversely affect the Company's business or reputation, financial condition, and/or operating results.

From time to time, the Company may receive communications from holders of copyrights or trademarks regarding their proprietary rights. Companies holding copyrights or other intellectual property rights may bring suits alleging infringement of such rights or otherwise assert their rights and urge the Company to enter into licensing arrangements. In addition, if the Company is determined to have infringed upon a third party's intellectual property rights, the Company may be required to cease offering its products, pay substantial damages, seek a license from the holder of the infringed intellectual property right, which license may not be available on reasonable terms or at all, and/or establish and maintain alternative branding for the Company's products. The Company may also need to file lawsuits to protect its intellectual property rights from infringement from third parties, which could be expensive, and time-consuming; and could distract management's attention from its core operations.

There is a risk that the Company's compliance with personal information and data privacy laws in the United States and internationally may be inadequate or non-compliant.

The Company maintains personal information and data regarding its employees and parties it engages in the course of its business operations. The Company employs measures to ensure that it complies with the personal and data privacy laws in the U.S. regarding the collection, storage, transfer, and use of personal information and data. For instance, the Company engages outside counsel to ensure such compliance. However,

there is no guarantee that the Company's measures will be adequate or fully compliant. Investors should be aware of the risk of the Company's non-compliance, which may lead to financial losses for the Company.

The Company's success is dependent on the performance of our directors, executive officers, and key employees, and the Company does not have key person life insurance policies on any such personnel.

Our success is dependent on the performance of our directors, executive officers and key employees, and our ability to retain and motivate such personnel. The Company's inability to retain such highly qualified personnel could materially adversely affect the Company's business, financial condition, cash flow, and results of operations. Further, although the Company relies on such highly qualified personnel for its financial success, it does not have any key person life insurance policies for such personnel. In the event of such personnel's death or disability, the Company will not receive compensation to ameliorate the financial impact of such personnel's loss. Investors should consider the risk that the Company may fail to retain directors, executive officers, and key employees and the potentially negative impact of such loss on the Company's financial performance.

The distribution of our film and video games could be affected by rating restrictions that may limit their marketability and accessibility to wider audiences, thus potentially reducing our revenue.

Some of our films and video games contain mature content and themes and may be subject to ratings restrictions and censorship. Such restrictions and censorship could limit our ability to commercialize our films and video games. We cannot predict how the Motion Picture Association of America ("***MPAA***") or the Entertainment Software Rating Board ("***ESRB***") will rate our films and video games, respectively. Certain agreements we plan to obtain, including agreements with distribution companies, may be contingent upon our products ultimately receiving a rating classification from MPAA or ESRB no more restrictive than PG or E/E10+/T. Certain distributors may only offer marketing and advertising support for films and video games with certain classifications. If, for any reason, our films and video games do not receive ratings acceptable to such distributors, we may have fewer distribution venues available to us, and thus a smaller audience for our film and video games. Such an occurrence will reduce our revenues and overall profitability.

Additionally, censors in certain foreign jurisdictions might find elements of our films or video games to be objectionable. We may have to make revisions before exhibiting our films or offering our video games in such jurisdictions before their launch, which may further add to our expenses. Further, our films or video games may still be denied regardless of any revisions we make. Such occurrences will reduce our international revenues and overall profitability.

The Company faces risks of malicious cyberattacks, which may damage the Company's reputation, intellectual property, and products.

Like other companies in the entertainment industry, the Company faces risk of malicious cyberattacks. Some of the Company's products are delivered to customers through streaming services and over the internet. A cyberattack may render such streaming or other internet services inaccessible and frustrate customer demands, leading to reputational damage and interrupted revenue for the Company if viewers do not obtain the products they paid for. Additionally, cyberattacks may result in intellectual property theft and leaks, which can also interrupt the Company's revenue stream and lead to reputational damage. Such potential losses may cause the Company to lose its market share and harm the Company's financial performance.

The Company relies on key talent in the entertainment industry, such as writers, actors and performers, for the success of its products.

The Company's film and television products feature creative input from writers and performances from entertainers. If such talent fails to fulfill their duties, the Company may bear additional costs to remedy such failures. Our loss of or inability to retain talent presents the risk of monetary loss for the Company. Additionally, there is no guarantee that performers will not engage in risky or uncomplimentary behaviors that damage the reputation of the Company. Such reputational harm may negatively affect the Company's financial performance.

The Company faces third party liability exposure.

In order to distribute its products to a broad consumer base, the Company often contracts with third parties. Despite the precautions the Company takes and third-party liability insurance, many unforeseen events may occur that result in the Company's third-party liability. The Company may incur losses as a result of such third-party liability exposure.

The recent turmoil in the financial markets may continue and materially adversely affect the Company's economic performance.

Recent turmoil in the financial markets has adversely affected economic activity in the United States and other regions of the world in which the Company's products are offered. It is uncertain whether and for how long this economic turmoil and instability in the economic markets will continue. A continued decline in economic activity could adversely affect our revenue and business. Further, such sustained decline could impact

the performance on the royalties we receive on sales of licensed consumer products and our trade paperbacks, comic books, and advertising. Such economic conditions may also impair the ability of those with whom we do business to satisfy their obligations to us, which may also adversely impact our financial performance.

We may continue to be significantly affected by the worldwide effects of the COVID-19 pandemic.

In December 2019, a novel strain of coronavirus that was reported to have surfaced in Wuhan, China, emerged as the cause of the disease now commonly referred to as COVID-19. It has spread to many countries, including the United States, and was declared to be a pandemic by the World Health Organization. Efforts to contain the spread of COVID-19 intensified and the U.S., Europe and Asia implemented certain shifting travel restrictions and social distancing. The impacts of the outbreak and its waves of variants continue to be felt. The widespread health crisis has adversely affected and could continue to affect the global economy in the near- and long-term, that could negatively impact the value of the Units and investor demand for the Units generally.

The continued spread of COVID-19 and its variants has continued to disrupt the global capital markets, which could increase our cost of capital and/or adversely affect our ability to access the capital markets in the future and could cause a further economic slowdown or recession or other unpredictable events, any of which could adversely affect our business, results of operations or financial condition.

The extent to which COVID-19 continues to affect our financial results will depend on future developments, which are highly uncertain and cannot be predicted at this time. Moreover, the COVID-19 outbreak has had and may continue to have indeterminable adverse effects on general commercial activity and the world economy, and our business and results of operations could be adversely affected to the extent that COVID-19 continues to harm the global economy generally.

The occurrence of natural disasters may adversely affect our business, financial condition and results of operations.

The occurrence of natural disasters, including hurricanes, floods, earthquakes, tornadoes, fires and pandemic disease may adversely affect our business, financial condition or results of operations. The potential impact of a natural disaster on our results of operations and financial position is speculative and would depend on numerous factors. The extent and severity of these natural disasters determines their effect on a given economy. Although the long-term effect of diseases such as the COVID-19 “coronavirus,” H5N1 “avian flu,” or H1N1, the swine flu, cannot currently be predicted, previous occurrences of avian flu and swine flu had an adverse effect on the economies of those countries in which they were most prevalent. We also do not have business interruption or property damage insurance to offset the losses that may stem from events causing disruptions to our business. We cannot assure investors that natural disasters will not occur in the future or that our business, financial condition and results of operations will not be adversely affected.

Our business and operations may experience rapid growth. If we fail to manage our growth, our business and operating results could be adversely affected and we may have to incur significant expenditures to address the additional operational and control requirements of such growth.

We may experience rapid growth in our sales and operations, which may place significant demands on our management, operational, and financial infrastructure. If we fail to manage this growth, the quality of our products could suffer, which could negatively affect our brand and operating results. Improvements to the Company’s operational, financial, and management, as well as its reporting systems and procedures, will have to be implemented to manage such growth. Such improvements may require significant capital expenditures and require valuable management resources. Furthermore, if such improvements are not implemented successfully, our ability to manage potential growth could be impaired and additional expenditures may have to be made to address such impairments. Investors should consider the possibility of the Company’s rapid growth as well as the adverse impact that may result of such growth is not managed successfully.

The Company may incur significant costs complying with regulations.

Although the First Amendment to the U.S. constitution provides strong protection to free speech, the protection is not absolute. Media content falling under unprotected categories could contribute to potential civil or criminal liability for the Company. The production and distribution of media content will also be subject to complex federal, state and local laws, rules and regulations. Compliance with these laws could impose substantial costs on the Company.

Our limited liability operating agreement includes an arbitration and forum selection clause, which could limit our members’ ability to obtain a favorable judicial forum for disputes with us.

Our limited liability operating agreement requires that JAMS arbitration is the sole and exclusive forum for any dispute, claim, or controversy arising out of or relating to the limited liability operating agreement (together with all amendments, the “***Operating Agreement***”) or the Company’s Certificate of Formation. Any person or entity purchasing or otherwise acquiring any Unit is deemed to have notice of and consented

to the foregoing provisions. This forum selection provision in our Operating Agreement may limit our members' ability to obtain a favorable judicial forum for disputes with us. It is also possible that, notwithstanding the forum selection clause included in our Operating Agreement, an arbitrator could rule that such a provision is inapplicable or unenforceable.

Risks associated with this Offering and the Units

There is no direct correlation between the Offering Price of the Units and the Company's asset value, net worth, earnings, or any other established criteria of value.

The Offering Price of $500.00 per Unit has been determined by the management of the Company and bears no direct relationship to the Company's asset value, net worth, earnings or any other established criteria of value. Investors purchasing Units under the incorrect assumption of a direct correlation between Company value and the price at which the Units are being offered for sale may be assuming more risk than intended and must clearly understand that they can lose all or any part of their investment.

The Company is unable to provide assurances that it will successfully raise the funds necessary to achieve its desired use of the proceeds.

Although the Company is attempting to raise $75,000,000 in this Offering, it is engaging in this Offering on a "best efforts" basis and, therefore, the Company is not obligated to raise the full $75,000,000. The Company has, and will have, the right to close on one or more subscriptions for the Units, and to immediately begin using the proceeds of such subscriptions, regardless of the amounts raised, notwithstanding that the Company may not have received subscriptions for all or even substantially all of the amounts that it is seeking to raise. Because the Company cannot ensure that it will be able to (or that it will decide to) sell all or substantially all of the Units offered for sale in this Offering, the Company could close on substantially less than $75,000,000. If the Company decides to terminate this Offering before it has sold all the Units initially offered for sale, it may not have sufficient capital to achieve the desired use of its proceeds.

Even if the Company sells all the Units in this Offering, it may need substantial additional capital to fund working capital needs. There can be no assurance that additional financing will be available to the Company on commercially reasonable or acceptable terms, or at all. In addition, if the Company incurs debt, the risks associated with its business and with owning the Units could increase.

No independent valuation of the Company has been performed in determining the terms of this Offering, and the Offering Price has been arbitrarily determined by the Company and bears no relationship to the Company's assets, earnings, book value, net tangible value, or other generally accepted criteria of value for investment.

No independent valuation of the Company has been performed in determining the terms of this Offering. The Company has determined the Offering Price arbitrarily and, therefore, the Offering Price does not necessarily bear any relationship to the Company's assets, earnings, book value, net tangible value, or other generally accepted criteria of value for investment. The Offering Price is higher than the net tangible book value per Unit immediately before the commencement of this Offering; and even with the inflow of $75,000,000 in capital if this Offering is fully subscribed, the net tangible book value per Unit immediately after the conclusion of this Offering will still be less than the portion of the Offering Price of a Unit.

An investor's ownership interest could be significantly diluted.

An investor's ownership interest in the Company may be subject to future dilution. The Company may, and most likely will, need to raise additional capital in the future. In connection with raising such capital, the Company may issue additional membership interests or other securities, which may include membership interests with liquidation, distribution, voting or other preferential rights that are senior to the rights of the Units. The Company also may enter into strategic partnerships or acquisitions in the future in connection with which it may need to issue additional Units or other securities, and it may issue additional Units or other securities to existing or future officers, directors, employees and consultants as compensation or incentives. As a result of the foregoing, a purchaser of Units in this Offering could find its interest in the Company diluted in the future through a decrease in the purchaser's relative percentage ownership of the Company.

Voting control is in the hands of a few large members.

Voting control of the Company is concentrated in the hands of a small number of members. You will not be able to influence our policies or any other Company matter, including the election of the board of managers, changes to the Company's governance documents, expanding any service provider incentive interest pool, and any merger, consolidation, sale of all or substantially all of our assets, or other major action requiring member approval. See "Securities Being Offered." These few members will make all major decisions regarding the Company. As a minority member, you will not have a say in these decisions.

Certain securities of the Company have a liquidity preference over the Units.

The Company has issued Series A and Series B Preferred Interests, both of which have a liquidity preference to the Units. Thus, in the event of a sale or other disposition of the Company's assets, persons who hold either Series A or Series B Preferred Interests will be paid out prior to holders of the Units. It is possible that in any distribution of assets of the Company the holders of Series A or Series B Preferred Interests would receive a return but the holders of the Units would not.

The Company may sell membership interests concurrently to certain investors on more favorable terms.

Certain investors may negotiate alternative terms for the purchase of the Company's membership interests. The Company is under no obligation to amend and restate any particular unit purchase agreement, subscription agreement, or other selling document based on subsequent agreements executed with the Company on different terms or to notify investors of any alternative terms, including any that may be more favorable for certain investors.

If we fail to maintain an effective system of internal controls, we may not be able to accurately report our financial results or prevent fraud. As a result, current and potential investors could lose confidence in our financial reporting, which may adversely impact our business and the value of the Units.

Effective internal controls are necessary for us to provide reliable financial reports and effectively prevent fraud. If we cannot provide reliable financial reports or prevent fraud, our brand and operating results may be adversely impacted. In the future, we may discover areas of our internal controls that need improvement. We cannot be certain that any measures we implement will ensure that we achieve and maintain adequate controls over our financial processes and reporting in the future. Any failure to implement required, new, or improved controls, or difficulties encountered in their implementation, could harm our operating results or cause us to fail to meet our reporting obligations. Less than ideal internal controls could also cause investors in the Company to lose confidence in our reported financial information, which could adversely impact the value of the Units.

ITEM 4.

DILUTION

Dilution (also known as equity dilution) occurs when a company issues new equity, which results in a decrease of an existing member's ownership percentage of that company. Dilution can also occur when holders of options to purchase membership interests, such as company employees, or holders of other optionable securities, exercise their options. When the number of membership interests outstanding increases, each existing member owns a smaller, or diluted, percentage of the company. Dilution may happen anytime a company needs additional capital and issues equity securities to obtain such additional capital.

Dilution can also occur when a company issues equity as a result of an arbitrary determination of the offering price of the membership interests being offered. In the case of this Offering, because there is no established public market for the Units, the Offering Price and other terms and conditions relating to the Units have been determined by the Company arbitrarily and do not bear any necessary relationship to assets, earnings, book value or any other objective criteria of value. In addition, no investment banker, appraiser or other independent third party has been consulted concerning the Offering Price or its fairness to investors.

From time to time after the termination of this Offering, we may issue additional membership interests to raise additional capital for the Company. Any such issuances may result in dilution of then existing members, including investors in this Offering. If in the future the number of membership interests outstanding increases, each existing member will own a smaller, or diluted, percentage of the Company, which, depending on the amount of capital raised by the issuance of the additional membership interests, could render the membership interests then held by members less valuable than before the new issuance. Dilution may also reduce the value of existing membership interests by reducing such membership interests' profits per membership interest. There is no guarantee that dilution of the Units will not occur in the future.

No Common Interests (voting equity in the Company), or any other form of equity in the Company, have been issued to any officer, director, promoter of the Company in a transaction during the 12 months preceding the date of this Offering Circular.

The Company adopted an Equity Incentive Plan in 2019 ("***Equity Incentive Plan***"), under which options covering 99,300 non-voting membership interests (such interests, "***Incentive Plan Interests***") may be granted to employees, consultants, and members of the Board of Managers. The strike price at which the options may be exercised cannot be lower than the fair market value of the Incentive Plan Interests on the date the option is granted. As of November 28, 2022, the Company has issued unexercised options covering 47,263 Incentive Plan Interests.

The Company has authorized non-voting membership interests that may be granted pursuant to the Company's option plan for service providers (such membership interests, "***Incentive Plan Interests***"). The value of the Units may be diluted if such options are exercised. In addition, the

Company has granted certain Common Interest Appreciation Rights ("***CIARs***") for certain executives. The value of the Units may be diluted if such options and/or CIARs are exercised.

ITEM 5.

PLAN OF DISTRIBUTION

This Offering Circular is part of an Offering Statement that we have filed with the Commission, using a continuous offering process. Periodically, if we have material developments, we will provide an Offering Circular supplement that may add, update or change information contained in this Offering Circular. Any statement that we make in this Offering Circular will be modified or superseded by any inconsistent statement made by us in a subsequent Offering Circular supplement. The Offering Statement we have filed with the Commission includes exhibits that provide more detailed descriptions of the matters discussed in this Offering Circular. You should read this Offering Circular, the related exhibits filed with the Offering Statement, and any Offering Circular supplement, together with additional information contained in the annual reports, semi-annual reports and other reports and information statements that we will file periodically with the Commission.

The Company is offering for sale up to 150,000 Units, at a fixed price of $500 per Unit (the "***Offering***") through OpenDeal Broker LLC, a broker-dealer registered with the Commission and admitted to membership in the Financial Industry Regulatory Authority ("***FINRA***") and the Securities Investor Protection Corporation ("***SIPC***"). This Offering is being conducted on a "best efforts" basis and is not conditioned on the sale of any minimum number of Units. No Company officer or director who introduces friends, family members and business acquaintances to any selling agent in this Offering will receive commissions or any other remuneration from any such sales. No member of the Company is selling Units in this Offering. If investors purchase all of the Units we are offering, our gross proceeds will be $75,000,000.

Sale of the Units will commence within two calendar days after the Qualification Date. This Offering will be made in the United States in as many as all fifty (50) states. It will end on the earliest of (i) the 240th day after the Qualification Date (though we may, in our sole discretion, extend this Offering one or more times), (ii) the date as of which all Units offered by this Offering Circular have been sold and (iii) any such earlier time as we may determine in our sole discretion, regardless of the number of Units sold and the amount of capital raised. The Company has the right to terminate this Offering at any time, regardless of the number of Units that have been sold.

No investor purchasing Units will have any assurance that other purchasers will invest in this Offering. Once Units are subscribed for, subscription funds will become available to us and may be transferred by the Company directly from our administrative account into our operating account for use as described in "Use of Proceeds" as set forth herein. Once subscriptions are accepted during the Offering Period, subscribers have no right to a return of their funds and could lose their entire investment. If the Company should file for bankruptcy protection or a petition for insolvency bankruptcy is filed by creditors against the Company, investor funds may become part of the bankruptcy estate and administered according to the bankruptcy laws.

As of the date of this Offering Circular, the Company is a party to an engagement agreement with OpenDeal Broker LLC, a Commission-registered broker-dealer, member of FINRA and SIPC. Pursuant to such engagement agreement, the Company will pay to ODB, in consideration of ODB's engagement to host this Offering and perform related services, as follows: (a) 6% of the first $20,000,000 raised; (b) 5% of the next $30,000,000 raised; and (c) 1.5% of all dollar value over $50,000,000 raised. In addition, ODB will receive a securities commission, payable in Units, equal to 1.5% of all Units sold in this Offering, provided the aggregate Offering Price of all Units sold in this Offering is equal to or exceeds $25,000,000. In accordance with FINRA Rule 5110(e)(1), for a period of 180 days after the Qualification Date, the Units issued to ODB (the "***ODB Units***") may not be exercised and the ODB Units may not be sold, transferred, assigned, or hypothecated or be the subject of any hedging, short sale, derivative, put or call transaction that would result in the effective economic disposition of the ODB Units by any person. The ODB Units to be received by ODB in connection with this Offering: (i) fully comply with lock-up restrictions pursuant to FINRA Rule 5110(e)(1); and (ii) fully comply with transfer restrictions pursuant to FINRA Rule 5110(e)(2).

Under such engagement agreement with ODB, if the Company provides written consent, ODB may also pass through certain ancillary costs. We may be required to indemnify ODB and possibly other parties with respect to disclosures made in this Offering Circular. Any other fees that we may pay to ODB or other third parties will not be commissions or considered as underwriting compensation. We reserve the right to enter into posting agreements with equity crowdfunding firms not associated with FINRA member firms in connection with this Offering, for which we may pay non-contingent fees as compensation. The Company has not engaged and does not anticipate engaging any other FINRA member firms in connection with this Offering.

In order to subscribe to purchase the Units, a prospective investor must complete, sign and deliver to the Company a subscription agreement (in the form attached as Exhibit 4.1 to the Offering Statement) and either mail or wire funds for the related subscription amount (payable to Mr. Mango LLC) in accordance with the subscription agreement's instructions.

The Company reserves the right to reject any investor's subscription in whole or in part for any reason or no reason. If any prospective investor's subscription is rejected, all funds received from that investor will be returned without interest or deduction.

In addition to this Offering Circular, subject to limitations imposed by applicable securities laws, we may use additional advertising, sales and other promotional materials in connection with this Offering. Such materials may include public advertisements and audio-visual materials, in each case only as authorized by the Company. Although any such materials will be prepared with a view to presenting a balanced discussion of risk and reward with respect to the Units, such materials may not give a complete understanding of this Offering, the Company or the Units and are not to be considered part of this Offering Circular. **This Offering is made ONLY by means of this Offering Circular, and prospective investors must read and rely only on the information provided in this Offering Circular in connection with their decision to invest in the Units.**

Investment Limitations

Generally, no sale may be made to a natural person in this Offering if the aggregate purchase price paid is more than 10% of the greater of that person's annual income or net worth (or, in the case of an investor that is not a natural person, if the aggregate purchase price paid is more than 10% of the greater of that person's revenues or net assets for its most recently completed fiscal year end). Investors must answer certain questions to determine compliance with the investment limitation set forth in Rule 251(d)(2)(i)(C) of Regulation A under the Securities Act.

Before making any representation that your investment does not exceed applicable thresholds, we encourage you to review Rule 251(d)(2)(i)(C) of Regulation A. For general information on investing, we encourage you to visit www.investor.gov.

The above noted investment limitation does not apply to "accredited investors," as that term is defined in Rule 501 under the Securities Act.

A natural person is an accredited investor if he/she meets one of the following criteria:

● his or her individual net worth, or joint net worth with the investor's spouse or spousal equivalent, excluding the "net value" of his or her primary residence, at the time of this purchase exceeds $1,000,000 and he or she has no reason to believe that that net worth will not remain in excess of $1,000,000 for the foreseeable future, with "net value" for such purposes being the fair value of the investor's residence less any mortgage indebtedness or other obligation secured by the residence, but subtracting such indebtedness or obligation only if it is a liability already considered in calculating net worth;[1]

● he or she has individual annual income in excess of $200,000 in each of the two most recent years, or joint annual income with that person's spouse or spousal equivalent in excess of $300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year;

● he or she holds in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status; or

● he or she is a "knowledgeable employee," as defined in Rule 3c-5(a)(4) under the Investment Company Act of 1940 (the "***Investment Company Act***"), of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in Section 3 of the Investment Company Act, but for the exclusion provided by either Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act.

A business entity or other organization is an accredited investor if it is any of the following:

● a corporation, limited liability company, exempt organization described in Section 501(c)(3) of the Internal Revenue Code, business trust or a partnership, which was not formed for the specific purpose of acquiring the securities offered and which has total assets in excess of $5,000,000;

● an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, (i) if the decision to invest is made by a plan fiduciary which is either a bank, savings and loan association, insurance company, or registered investment adviser; (ii) if such employee benefit plan has total assets in excess of $5,000,000; or (iii) if it is a self-directed plan whose investment decisions are made solely by accredited investors;

● a trust, with total assets in excess of $5,000,000, which was not formed for the specific purpose of acquiring the securities offered, and whose decision to purchase such securities is directed by a "sophisticated person" as described in Rule 506(b)(2)(ii) of Regulation D under the Securities Act;

● certain financial institutions such as banks and savings and loan associations, registered broker-dealers, insurance companies, registered investment companies, registered investment advisers; investment advisers relying on certain registration exemptions, and "rural business investment companies";

● any private "business development company" as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the "***Advisers Act***");

● any family office as defined in Rule 202(a)(11)(G)-1 under the Advisers Act with assets under management in excess of $5,000,000, that is not formed for the specific purpose of acquiring the securities offered, and whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment (any such family office, "***Family Office***");

[1] For the purposes of calculating "joint net worth" in the bullet-point paragraph above, joint net worth can be the aggregate net worth of the investor and spouse or spousal equivalent. Assets need not be held jointly to be included in the calculation. Reliance on the joint net worth standard above does not require that the securities be purchased jointly.

● any family client, as defined in Rule 202(a)(11)(G)-1 under the Advisers Act, of a Family Office and whose prospective investment in the issuer is directed by such Family Office;

● any entity, of a type not listed above, which was not formed for the specific purpose of acquiring the securities offered, and which owns investments in excess of $5,000,000; or

● any entity in which all of the equity owners are accredited investors.

Under Rule 251 of Regulation A, an investor that is neither an accredited investor nor a natural person is subject to the investment limitation and may invest funds only to the extent that they do not exceed 10% of the greater of the purchaser's revenue or net assets for the purchaser's most recently completed fiscal year end. A natural person that is not an accredited investor may invest funds only to the extent that they do not exceed 10% of the greater of the purchaser's annual income or net worth.

NOTE: A natural person's net worth is defined as the difference between total assets and total liabilities. This calculation must exclude the value of the person's primary residence and may exclude any indebtedness secured by that residence (up to an amount equal to its value). In the case of fiduciary accounts, net worth and/or income suitability requirements may be satisfied by the beneficiary of the account or by the fiduciary, if the fiduciary directly or indirectly provides funds for the purchase of the Units.

As described above, in order to purchase Units and before the Company may accept any funds from an investor, the investor will be required to represent, to the Company's satisfaction, that he, she, or it is either an accredited investor or is in compliance with the investment limitation described in the second preceding paragraph.

The Company, subject to compliance with Rule 255 of the Securities Act and corresponding state regulations, is permitted to generally solicit investors by using advertising mediums, such as print, radio, television and the Internet. We have plans to solicit investors using the Internet through a variety of existing Internet advertising mechanisms, such as search-based advertising, search engine optimization and our website. We will offer the Units (i) as permitted by Rule 251(d)(1)(ii), whereby offers may be made after the Offering Statement is filed with the Commission but before it is qualified, provided that any written offers are made by means of a preliminary offering circular that complies with Rule 254 and (ii) as permitted by Rule 251(d)(1)(iii), whereby offers may be made after the Qualification Date, provided that any written offers are accompanied with or preceded by the most recent Offering Circular filed with the Commission.

No sales will be made to any investor before the Offering Statement has been qualified by the Commission and a final Offering Circular has been made available to that investor.

Before we accept any investment funds or any subscription agreements, we will determine the states in which the prospective investors reside. Subject to the Company's right to reject any investor's subscription in whole or in part for any reason or no reason, we will process investments on a first-come, first-served basis, up to the maximum aggregate offering amount of $75,000,000.

ITEM 6.

USE OF PROCEEDS

We are offering for sale up to 150,000 Units, subject to the conditions set forth in "Securities Being Offered," each Unit having a fixed price of $500. The Company is not conditioning this Offering on the sale of any minimum number of Units, meaning that we will retain the proceeds from the sale of any of the offered Units. This Offering is being conducted on a "best efforts" basis through a registered broker-dealer that is admitted to membership in FINRA and SIPC. (See "Plan of Distribution").

Sale of the Units will commence within two calendar days after the Qualification Date. This Offering will end on the earliest of (i) the 240th day after the Qualification Date (though we may, in our sole discretion, extend this Offering one or more times), (ii) the date as of which all Units offered by this Offering Circular have been sold and (iii) any such earlier time as we may determine in our sole discretion, regardless of the number of Units sold and the amount of capital raised. If all of the Units offered are purchased, our gross proceeds will be $75,000,000. The following illustrates the Company's estimated application of proceeds. As a point of comparison, we have added a column assuming the sale of half of the offered Units (i.e., 75,000 Units) during the Offering Period.

Please see the table below for a summary of the Company's intended use of proceeds from this Offering:

	$37,500,000 Comparative	**% Allocation @ $35,000,000**	**$75,000,000 Maximum**	**% Allocation @ $75,000,000**
Strategic partnership for development of anime projects	$ 9,075,000	24.2%	$ 18,000,000	24%
Video game development projects	$ 8,700,000	23.2%	$ 17,250,000	23%
Original television production	$ 6,750,000	18%	$ 14,250,000	19%
Executive compensation	$ 5,250,000	14%	$ 10,500,000	14%
Investing in internal marketing capabilities	$ 3,375,000	9%	$ 7,875,000	10.5%
Investment in internal legal, finance, and human resources capabilities	$ 1,980,005	5 .3%	$ 3,750,000	5%
Subtotals	**$ 35,130,005**	**93.7%**	**$ 71,625,000**	**95.5%**
Offering Expenses (Cash Component)				
Broker Commission	$ 2,075,000	5.5%	$ 3,075,000	4.1%
Accounting and Audit Fees	$ 200,000	0.5%	$ 200,000	0.3%
Legal Fees	$ 70,000	0.2%	$ 70,000	0.1%
Blue Sky Compliance Fees and Expenses	$ 20,000	0.0%	$ 20,000	0.0%
Edgarization Fees	$ 4,995	0.0%	$ 4,995	0.0%
Totals	**$ 37,500,000**	**6.2%**	**$ 75,000,000**	**4.5%**

The above table is intended to provide an overview of the contemplated application (or use) of proceeds over time (approximately 24 months) as a function of the success of this Offering's capital raise.

Assuming a raise of $37,500,000, representing 50% of the maximum offering amount, the net proceeds of this Offering would be approximately $35,130,005 after subtracting estimated offering costs of $2,075,000 to OpenDeal Broker LLC in cash commissions, $200,000 in accounting and audit fees, $70,000 in legal fees, $20,000 in blue sky compliance fees and expenses, and $4,995 in Edgarization fees. We believe that if investors subscribe for Units with an aggregate sale price of at least $37,500,000, the use of proceeds outlined above will be achievable.

Assuming a maximum raise of $75,000,000, the net proceeds of this Offering would be approximately $71,625,000 after subtracting estimated offering costs of $3,075,000 to OpenDeal Broker LLC in cash commissions, $200,000 in accounting and audit fees, $70,000 in legal fees, $20,000 in blue sky compliance fees and expenses, and $4,995 in Edgarization fees. We believe that if the Offering is fully subscribed and we raise $75,000,000, the use of proceeds outlined above will be achievable.

Assuming a raise of less than $37,500,000, we expect that the Company would not pursue spending on executive compensation or original television projects.

The Company reserves the right to change the above use of proceeds.

ITEM 7.

DESCRIPTION OF BUSINESS

Overview of the Company

Mr. Mango LLC is a Delaware limited liability company formed on December 14, 2016. The Company is the holding company for a multi-platform entertainment enterprise which owns and exploits intellectual property across platforms primarily including comics and other books, television, film, video games, tabletop games, digital content and audio programming.

The Company, directly or through its subsidiaries, has majority-owned subsidiaries in the art and entertainment industry.

Directly owned subsidiaries

Bumbio, LLC is a holding company organized in Delaware on January 17, 2017.

Blah Blah Boys, LLC is a production company organized in Delaware on May 4, 2017.

Dark Stories, LLC is a production company organized in California on December 19, 2013, which engages in certain activities related to projects in production for television and film, including engaging writers and is a signatory to the Writers Guild of America collective bargaining agreement.

IBO, LLC is a music publishing company organized in Delaware on December 10, 2018.

Itchy Water, LLC is a limited liability company organized in Delaware on June 30, 2016, which was formerly used for a joint venture but has no active operations.

Skybound, LLC owns certain intellectual property and was organized in California on June 2, 2010.

Tea Hot, LLC is a production company organized in California on March 3, 2016, which engages in certain activities related to projects in production for television and film, including engaging actors, and is a signatory to the SAG-AFTRA collective bargaining agreement.

This is JOJO, LLC is a production company organized in Delaware on December 22, 2016 which engages in certain activities related to projects in production for television and film, including engaging certain and is a signatory to the Directors Guild of America collective bargaining agreement.

Viltrumite Pants, LLC is a production company organized in Delaware on May 25, 2018 and is primarily responsible for the production of the animated television series *Invincible*.

Indirectly owned subsidiaries

Boaty Boat Boat, LLC is a holding company organized in Delaware on May 18, 2018, owned by the Company through Bumbio, LLC. Boaty Boat Boat, LLC owns a marine craft.

El El See LLC is a publishing company organized in Delaware on May 22, 2017, owned by the Company through Bumbio, LLC. El El See LLC is engaged in the publication of literary work.

Fakakta Studios, Inc. is a Delaware corporation owned by the Company through Bumbio, LLC, with no current operations.

HowYaKnow, LLC is a limited liability company organized in Delaware on October 9, 2018, owned by the Company through Boaty Boat Boat, LLC, a subsidiary of Bumbio, LLC. HowYaKnow, LLC owns the video game *Telltale's The Walking Dead*.

Shoe Leather Digital, Inc. is a corporation organized in Delaware on August 30, 2017 owned by the Company through Skybound Interactive, LLC, a subsidiary of Bumbio, LLC. Shoe Leather Digital, Inc. is a production company that creates and distributes original digital content.

Skybound Game Studios, Inc. is a corporation organized in Delaware on September 7, 2017, owned by the Company through Bumbio, LLC. Skybound Game Studios, Inc. is a company which publishes and distributes video games. The entity also owns two subsidiaries in Europe, Skybound Games Europe B.V., which was organized in the Netherlands, and handles video game distribution in Europe and Skybound Games UK Limited, which was organized in England and Wales and engages certain employees in the United Kingdom. In addition, Skybound Game Studios, Inc. holds an investment in 5th Planet Games AS.

Skybound Interactive, LLC is a limited liability company organized in Delaware on March 11, 2014, owned by the Company through Bumbio, LLC. Skybound Interactive, LLC is an interactive entertainment company that licenses certain of the Company's intellectual property rights to third parties for the development of video games.

The Competitive Landscape

The market for entertainment products is intensely competitive and subject to rapid change. We compete against providers of different sources of entertainment, such as movies, television, video games and other interactive entertainment, comic books, online casual entertainment and music that our customers could enjoy in their free time. Important competitive factors in our industry include the ability to attract and maintain strong relationships with creators, quality and creative integrity of our products, brand recognition, reputation, price and marketing. We compete against other content creators for distribution of the Company's content across varied media and platforms. We also against other entertainment video, streaming and interactive providers, such as multichannel video programming distributors, streaming entertainment providers (including those that provide pirated content), video gaming providers and more broadly against other sources of entertainment that our customers could choose in their moments of free time. The Company's merchandise licensing, publishing and retail businesses compete with other licensors, publishers and retailers of character, brand and celebrity names. Operating results for the merchandise business are influenced by seasonal consumer purchasing behavior and by the timing and performance of programming broadcasts, publication and game and theatrical releases.

We also compete against streaming entertainment providers and content producers in developing new relationships with creators and acquisitions or licenses of new content for exploitation by the Company according to its model across various media.
The Company's internet web sites and digital content products compete with other web sites and entertainment products in their respective categories.

While consumers may maintain simultaneous relationships with multiple entertainment sources, we strive for ongoing engagement with a dedicated audience of fans of the Company's intellectual property.

Sources of Revenue

The Company's revenue stems from the exploitation of intellectual property owned or licensed by the Company. Revenue is derived from (1) sales of entertainment products such as video games, comic books, merchandise, tabletop games and more, which includes direct-to-consumer sales and sales through third party distributors, (2) licensing and royalties from the exploitation of the Company's intellectual property by third parties across diverse media platforms, and (3) the Company's provision of professional services to third parties related to the exploitation of intellectual property in the entertainment industry, including marketing services, digital content production services and other producing and executive producing services.

The Company's Team

As of the date of this Offering Circular, the Company employs 175 full-time employees and 4 part-time employees.

Legal Proceedings

From time to time, the Company may be involved in legal proceedings or may be subject to other claims against it. The results of such legal proceedings and the resolution of such claims cannot be predicted with certainty; but in either case, they could have an adverse impact on the Company's business because of defense and settlement costs, diversion of resources and other factors. The Company is not currently subject to any material claims against it, nor is it involved in any material legal proceedings.

ITEM 8.

DESCRIPTION OF PROPERTY

The Company, through its subsidiaries, leases (1) office space located at 9750 W Pico Blvd., Los Angeles, California (the "***Pico Office***") and (2) an office and studio production space located at 10911 Riverside Drive in Los Angeles, California (the "***Riverside Drive Office***"). The lessor of the Pico Office is Blueberry & Chicken, LLC, an entity owned and controlled by David Alpert and Robert Kirkman. The lessor of the Riverside Drive Office is Spicy Sauce, LLC, an entity owned and controlled by David Alpert, Jon Goldman and Robert Kirkman.

ITEM 9.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This section regarding "Management's Discussion and Analysis of Financial Condition and Results of Operations" includes a number of forward-looking statements that reflect the Company management's current views with respect to future events and financial performance. You can identify these statements by forward-looking words such as "may" "will," "expect," "anticipate," "believe," "estimate" and "continue," or similar words. Those statements include statements regarding the intent, belief or current expectations of the Company and members of its management team as well as the assumptions on which such statements are based. Prospective investors are cautioned that any such forward-looking statements are not guarantees of future performance and involve risk and uncertainties, and that actual results may differ materially from those contemplated by such forward-looking statements.

Readers are urged to carefully review and consider the various disclosures made by the Company in this report and in its other reports filed with the Commission. Important factors currently known to the Company could cause actual results to differ materially from those in forward-looking statements. The Company undertakes no obligation to update or revise forward-looking statements to reflect changed assumptions, the occurrence of unanticipated events, or any changes in the future operating results over time. The Company believes that its assumptions are based upon reasonable data derived from and known about its business and operations. No assurances are made that actual results of operations or the results of the Company's future activities will not differ materially from its assumptions. Factors that could cause differences include, but are not limited to, expected market demand for the Company's services, fluctuations in pricing for materials, and competition.

Unless otherwise indicated or the context requires otherwise, the words "we," "us," "our," the "Company" or "our Company" refer to Mr. Mango LLC, and its subsidiaries.

Business Overview

The Company, together with its subsidiaries, is a multiplatform entertainment company that engages with creators and their intellectual properties to create engaging content and deliver one-of-a-kind experiences to fans. The Company extends creator's stories across platforms including comics, television, film, video games, tabletop, books, digital content, audio programming, music publishing and beyond. The Company is home to critically acclaimed global franchises including *The Walking Dead, Invincible, Superfight, and Impact Winter*. The Company maintains key partnerships across the entertainment industry including Universal Pictures and Image Comics, holds a first look development deal with Audible, and has engaged an ongoing strategic business partnership with mobile games publisher and developer 5th Planet Games (OAX: FIVEPG). The Company's capabilities include publishing, production, and global distribution for video games across all genres, including the multi-million unit selling Telltale's The Walking Dead video game series. The Company is also a strategic global marketing and distribution partner of Striking Distance Studios for the highly-anticipated survival-horror game, *The Callisto Protocol*.

Sources of Revenue

The Company's revenue stems from the exploitation of intellectual property owned or licensed by the Company. Revenue is derived from (1) sales of entertainment products such as video games, comic books, merchandise, tabletop games and more, which includes direct-to-consumer sales and sales through third party distributors, (2) licensing and royalties from the exploitation of the Company's intellectual property by third parties across diverse media platforms, and (3) the Company's provision of professional services to third parties related to the exploitation of intellectual property in the entertainment industry including marketing services, digital content production services and other producing and executive producing services.

Operating Results

	December 31, 2021	December 31, 2020
Revenue	$ 64,386,320	$ 42,877,688
Cost of Revenue	$ 33,863,197	$ 26,845,712
Total operating expenses	$ 22,144,200	$ 17,594,375
Other income	$ 2,997,101	$ 2,152,353
Interest income	$ 11,034	$ 18,398
Interest expense	$ (108,047)	$ (247,759
Income tax	$ 2,347,149	$ 231,395
Net Income	$ 9,028,875	$ 358,559
Loss from Minority Interests	$ (546,801)	$ (877,619)

Net Income attributable to Mr Mango LLC and subsidiaries	$ 9,585,676	$ 1,236,178
Foreign currency exchange	$ 66,981	$ 93,198
Earnings per Common Interest, basic	$ 11.25	$ 1.44
Earnings per Common Interest, diluted	$ 9.85	$ 1.36

	Six months ended June 30, 2022	Year ended December 31, 2021
Revenue	$ 48,208,209	$ 64,386,320
Cost of Revenue	$ 25,681,119	$ 33,863,197
Total operating expenses	$ 16,366,085	$ 22,144,200
Other income	$ 13,176,556	$ 2,997,101
Interest income	$ 541	$ 11,034
Interest expense	$ (35,336)	$ (108,047
Income tax	$ 7,279,147	$ 2,347,149
Net Income	$ 12,058,414	$ 9,028,875
Loss from Minority Interests	$ (240,544)	$ (546,801)
Net Income attributable to Mr Mango LLC and subsidiaries	$ 12,298,958	$ 9,585,676
Foreign currency exchange	$ 358	$ 66,981
Earnings per Common Interest, basic	$ 14.47	$ 11.25
Earnings per Common Interest, diluted	$ 10.71	$ 9.85

Revenue

The Company generates revenue primarily through the sale of physical and digital product, licensing & royalties, and certain services, including production and marketing services.

For the fiscal year ended December 31, 2021, the Company had revenue of $64,386,320 compared to $42,877,688 in the fiscal year ending on December 31, 2020. The increase in net sales was due to increased business and production activity and sales volume across the entertainment industry after emergence from the height of the COVID-19 pandemic lock down in 2020 as well as the Company's increasing strategic focus on publishing and distribution of video games in light of the changing global entertainment landscape.

For the six months ending on June 30, 2022, the Company had revenue of $48,208,209, which is an average of $8,034,702 per month, compared to $64,386,320 in the fiscal year ending on December 31, 2021, which is an average of $5,365,527 per month. This monthly increase was due to better than expected performance of our licensing as well as our back catalogue in video games.

Cost of Revenue

During the year ending on December 31, 2021, cost of revenue totaled $33,863,197. During the year ending on December 31, 2020, cost of revenue totaled $26,845,712. The reason for such increase in cost of revenue in 2021 was increased sales volume across the entertainment industry after the Company's emergence from the height of the COVID-19 pandemic lock down in 2020.

For the six months ending on June 30, 2022, cost of revenue was $25,681,119, which is an average of $4,280,187 per month compared to $33,863,197 in the fiscal year ending on December 31, 2021, which is an average $2,821,933 per month. This increase is driven by our increase in revenues.

Operating Expenses

The Company's operating expenses increased from $17,594,375 in the year ending on December 31, 2020 to $22,144,200 in the year ending on December 31, 2021. The primary reason for such increase in operating expenses in 2021 is the return to a more normal level of operations after the height of the COVID-19 pandemic lock down in 2020, including increased use of the Company's facilities and business-related travel, as well as costs associated with outfitting the Company's workforce with the necessary resources for a hybrid in-person and work-from-home work environment.

For the six months ending on June 30, 2022, operating expenses were $16,366,085, which is an average of $2,727,681 per month, compared to $22,144,200, the fiscal year ending on December 31, 2021, which is an average of $1,845,350 per month. This increase was due to an increase in our development as well as increasing our staff resources to handle the growth.

Sales and marketing expenses

During the year ending on December 31, 2021, sales expenses totaled $6,392,231. During the year ending on December 31, 2020, sales expenses totaled $4,495,531. The Company increased in marketing activities in 2021 after the Company's emergence from the height of the COVID-19 pandemic lockdown in 2020.

For the six months ending on June 30, 2022, sales and marketing expenses were $4,254,129, compared to $6,392,231 in the fiscal year ending on December 31, 2021.

Other Income and Expenses

During the year ending on December 31, 2021, interest income was $11,034 with an interest expense of ($108,047). During the year ending on December 31, 2020, interest income was $18,398 with an interest expense of ($247,759).

For the period ending on December 31, 2021, the Company generated other income of $2,997,101. For the period ending on December 31, 2020, the Company recorded a gain on other income of $2,152,353.

For the six months ending on June 30, 2022, the Company generated other income of $13,176,556, compared to $2,997,101 in the fiscal year ending on December 31, 2021. The reason for this increase is an unrealized gain related to the acquisition of warrants.

For the year ending on December 31, 2021, the Company generated income on foreign currency exchange of $66,981. For the year ending on December 31, 2020, the Company recorded a gain on foreign currency exchange of $93,198.

Income Tax

Income taxes were $2,347,149 for the year ending on December 31, 2021. Income taxes were $231,395 for the year ending on December 31, 2020.

Net Income

The Company's net income for the year ending on December 31, 2021 was $9,028,875, compared to $358,559 for the year ending on December 31, 2020. Such increase in the net income in 2021 was primarily due to sales of video games published by the Company's subsidiaries, services income from two significant new engagements (i) as the strategic global marketing and distribution partner of Striking Distance Studios for the highly-anticipated survival-horror game The Callisto Protocol and (ii) as the production partner of Genvid Entertainment and Facebook for The *Walking Dead: Last MILE*, a massively interactive live event (MILE) Facebook Gaming and Facebook Watch exclusive, and royalty revenue from the newly published *The Walking Dead: Survivors* mobile game.

For the six months ending on June 30, 2022, net income was $12,058,414, compared to $9,028,875 for the year ending on December 31, 2021.

Total Assets

For the year ending on December 31, 2021, the Company possessed assets totaling $60,011,768, primarily consisting of cash and cash equivalents, receivables, inventories, software development costs, and prepaid expenses and other current assets. For the year ending on December 31, 2020, the Company possessed assets totaling $29,460,101, primarily consisting of cash and cash equivalents, receivables, inventories, software development costs, and prepaid expenses and other current assets. This increase in assets in 2021 was primarily due to the Company's Series B Preferred Interest financing and an increase in sales volume.

For the six months ending on June 30, 2022, the Company possessed assets totaling $86,787,079, compared to $60,011,768 for the year ending on December 31, 2021. The reason for this increase is primarily due to positive operating cash flow and the increase in investments.

Total Liabilities

For the year ending on December 31, 2021, liabilities totaled $19,604,365, primarily consisting of short-term debt. For the year ending on December 31, 2020, liabilities totaled $13,809,241, primarily consisting of short-term debt. The increase in liabilities in 2021 is primarily due to accrued royalties that are not payable until cash is received.

For the six months ending on June 30, 2022, liabilities totaled $30,571,508, compared to $19,604,365 for the year ending on December 31, 2021. The reason for this increase is primarily due to the increase in deferred contract revenue.

Cash Flows from Operating Activities

Net cash used in operating activities was ($229,930) for the period ending on December 31, 2021 and net cash used in operating activities for the period ending on December 31, 2020 was ($3,182,721).

The net cash provided by operating activities for the six months ending on June 30, 2022 was $11,782,184, compared to ($229,930) for the period ending on December 31, 2021.

Cash Flows from Investing Activities

During the period for the year ending on December 31, 2021, net cash used in investing activities was ($1,934,111), and during the period for the year ending on December 31, 2020, net cash used in investing activities was ($96,579).

The net cash used in investing activities for the six months ending on June 30, 2022 was ($4,186,272), compared to ($1,934,111) for the period ending on December 31, 2021.

Cash Flows from Financing Activities

Net cash provided by financing activities was $15,136,981 for the period ending on December 31, 2021, and during the period for the year ending on December 31, 2020, net cash provided by financing activities was $4,628,976.

The net cash provided by financing activities for the six months ending on June 30, 2022 was $2,181,094, compared to $15,136,981 for the period ending on December 31, 2021.

Equity Financing

To date, the Company has raised a total of $40,407,403 through membership interests, including preferred membership interests, common membership interests, options, and warrants. The Company has used the capital raised from equity financing for an aggregate equity investment of $10,500,000 in the mobile games developer 5th Planet Games, which the Company is investing through a subsidiary of Bumbio, LLC, Skybound Game Studios, Inc., over an approximately 2-year period starting in September 2021 as well as other costs associated with such investment transaction, investment in video game publishing and distribution and future strategic investment opportunities.

Liquidity and Capital Resources

The proceeds of this Offering are not essential to the continuing operations of the Company; however, they are essential to the growth of the Company's operations. As a result, the majority of the proceeds from this Offering will be used to fund the Company's sales and marketing efforts, as well as to fund the cost of future development and expansion. The Company plans to use the proceeds of this Offering as set forth in the section titled "Use of Proceeds." As the Company is operating in one of the fastest growing industries, the demand for content is growing and it is essential for the Company to expand its product offering to capture a market in order to establish the Company as a content leader.

As of December 31, 2021, the Company has a current ratio of 2.77 and operating expenses of $22,144,201. The Company expects to be able to meet anticipated cash operating expenses and capital expenditures for 12 months. The primary sources of the Company's liquidity are cash from its 2021 Series B Preferred Interest financing and cash resulting from ongoing operations. The Company also has access to an $8M line of credit. The Company also has potential access to additional sources of capital through additional rounds of private capital funding.

In the past two years, the bulk of the Company's capital expenditures have been to develop smaller original video games of about $5,000,000 a year. As of December 31, 2021, the Company had a remaining obligation of $9,000,000 related to the acquisition of 5th Planet Games. However, with two successful pieces of creative work, timing is of the essence and the Company plans on making the most of the current popularity to develop AAA games and along with growing the sales, marketing and social media teams to increase sales. Upon the closing of this Offering, the Company does intend to have material capital expenditures in the future. See "Use of Proceeds."

Off-Balance Sheet Arrangements

The Company does not have any off-balance sheet arrangements.

Revenue Trends

During 2020, the Company's television and film productions were paused and the Company used this as an opportunity to pivot resources towards video games. Video game revenue is categorized into four types: 1) physical product 2) digital product, 3) licensing/royalty, and 4) distribution/publishing. In addition, if an opportunity presents itself, the Company also provides video game marketing services. Both physical and digital product revenue are recognized upon sale. Licensing and royalty revenue are recognized in line with performance obligations along with any service revenue. Video games represented about 70% of revenue in 2020 and 80% in 2021 and we expect it to represent 80% of revenue going forward.

Costs and Expenses Trends

The Company expects operating expenses to increase for the fiscal year ending December 31, 2022, primarily due to an increase in general and administrative costs associated with the addition of personnel to support the Company's growth and legal, accounting and audit expenses due to costs associated with this Offering, an increase in sales and marketing costs, primarily due to increased marketing event costs and increased marketing and social media campaigns to support the targeted revenue growth.

Trend Information

Over the next 12 months, the Company anticipates that it will continue its current strategy of bringing creator's visions for their intellectual property to life across media platforms including comics, television, film, video games, tabletop, books, digital content, audio programming and music publishing, including:

- continuing to expand Company's publishing and distribution of both independent video game titles and video games based on Company-owned IP such as *Invincible* and *Impact Winter*;
- strengthening the strategic relationship with 5th Planet Games through co-financing video games and increasing the Company's engagement with audiences in Europe;
- pursuing new strategic partnership opportunities including for development of anime projects;
- expanding productions of original television;
- building robust capabilities internally to address the growing needs of the business in the area of marketing and community management; and
- strengthening internal legal, finance and HR resources.

ITEM 10.

DIRECTORS AND MANAGEMENT

The Company's managers, executive officers and other significant individuals, their positions and ages as of November 28, 2022, their terms of office, and their approximate hours of work per week are as follows:

Name	Position	Age	Term of Office
David Alpert	Chief Executive Officer, Secretary, and Manager	47	Began July 2018*
Jon Goldman	Co-Chairman and Manager	56	Began July 2018**
Robert Kirkman	Co-Chairman, Chief Creative Officer, and Manager	43	Began July 2018***
Byung Joon Song	Manager	41	Began November 2016
Kevin D. Irwin, Jr.	Manager	46	Began June 2021
Ian Livingstone	Manager	72	Began February 2022
Carmen Carpenter	Manager	48	Began July 2022

* Mr. Alpert has been the CEO of Skybound, LLC and certain other subsidiaries of the Company since 2010; Mr. Alpert served as the sole Manager of the Company from May 2017 to July 2018.
** Mr. Goldman has been an executive officer of Skybound, LLC and certain other subsidiaries of the Company since 2013.
*** Mr. Kirkman has been an executive officer of Skybound, LLC and certain other subsidiaries of the Company since 2010.

Executive Officers

David Alpert: As CEO, Mr. Alpert oversees operations, creative development and production, and strategic business initiatives for the company and its ventures. Mr. Alpert is also a prolific producer across television, film, and digital series. His television credits include *The Walking Dead*, (and its spinoffs), *Outcast*, *Dirk Gently*, *Locke & Key, Dead by Dawn* (the first-ever nature horror docu-series), and *Super Dinosaur* (an

animated children's series based on Robert Kirkman's comic book of the same name). Alpert will also be serving as an executive producer on the upcoming series *Psi Cops* with Adult Swim Canada, *Demon In The White House* for Discovery, and the feature film *Renfield* directed by Chris McKay with Universal. His other film credits include *American Ultra*, *AIR*, and *Spare Parts*. He also serves as executive producer on the animated hit series, *Invincible*, which has been renewed for a 2nd and 3rd season at Amazon and is in development for a live-action film adaptation at Universal. Alpert was a winner of the 2021 EY Entrepreneur Of The Year award. He is a member of the Young Presidents' Organization (YPO) and is an honors graduate of Harvard University and New York University School of Law.

Jon Goldman: As Co-Chairman, Mr. Goldman is focused on new businesses initiatives for the company. He has an extensive knowledge of emerging technologies and the confluence of content. He has been instrumental in developing the interactive game business of the Company, including the development and production of highly successful games including: Scopely's *The Walking Dead: Road to Survival* and *Overkill's The Walking Dead*. In addition to his guiding role at Skybound, Jon is a Board Partner at Greycroft Partners. Greycroft is a venture capital investment company focused on high tech and innovative business startups. In this capacity he is an advisor to several startups and a board member of the largest children's participatory philanthropy program in the US. Previously, Jon served as board member and CEO for two portfolio companies of Jerusalem Venture Partners in videogames and online video. He was a Founder, Chairman and CEO of Foundation 9 Entertainment, the largest independent videogame developer in the world with 11 studios and 1000 employees, ultimately selling the company in 2006. Mr. Goldman started his career at a boutique investment bank focused on US-Asia strategic deals. Mr. Goldman attended Harvard University and graduated *magna cum laude* in Asian Studies, Phi Beta Kappa, as well as the University of Kyoto and an entrepreneurial management program at UCLA Anderson School.

Robert Kirkman: Mr. Kirkman, an advocate for creator rights, co-founded the Company alongside his long-time business and producing partner David Alpert in an effort to ensure creators are able to maintain their intellectual property rights and creative control. Mr. Kirkman continues to develop and produce multiple personal projects and has collaborations with an extensive list of creators across the Company including comics, video games, film and television (traditional and digital platforms), licensing, and merchandising. First and foremost a comic creator himself, Mr. Kirkman has seen ground-breaking success in the adaptation of his comic book titles into major franchises in all forms of content. In 2010, his Eisner award winning series, The Walking Dead, was developed into an AMC television series. It has become a worldwide phenomenon as the highest-rated basic cable drama of all time. The property has also been extended into a successful game franchise, licensing business and ongoing publishing success. Kirkman's popular demonic-exorcism comic, Outcast, was adapted, produced and airs on Cinemax. Mr. Kirkman has also served as writer and producer on various other television a film projects, including the upcoming film Renfield. Additional Kirkman comics include Oblivion Song, Die!Die!Die!, Super Dinosaur, Battle Pope, Astounding Wolf-Man, and Thief of Thieves.

Board of Managers

The board of managers of the Company (the "***Board of Managers***" or the "***Board***") consists of the following members: David Alpert, Jon Goldman, Kevin D. Irwin, Jr., Robert Kirkman, Ian Livingstone, Byung Joon Song, and Carmen Carpenter.

Please see above for biographies of David Alpert, Jon Goldman, and Robert Kirkman.

Kevin D. Irwin, Jr.: Mr. Irwin serves as Chief Investment Officer at Knollwood Investment Advisory. Mr. Irwin served as Treasurer at Bunting Family Foundation. He is also the Founder of Irwin Tax & Financial Services. He served as Advisor to Spring Capital Partners. He also served as Board Member at Highfive Technologies. Mr. Irwin has a Masters of Science and Finance from Loyola University Maryland and a Bachelor of Science in Accounting & Economics from University of Delaware.

Ian Livingstone: Mr. Livingstone is a pioneer and legend of the global video game industry and was made a Commander of the British Empire (CBE) for his services to the UK video games industry. He co-founded two billion-dollar games companies, Games Workshop (Warhammer) and Eidos (Lara Croft: Tomb Raider) for whom, as Executive Chairman, he led the successful London IPO. He was angel investor and chairman of Playdemic, creator of the global top 10 mobile game Golf Clash. Mr. Livingstone co-founded Hiro Capital, a venture capital fund. As well as his role in Hiro, Mr. Livingstone is Non-Executive Chairman of Sumo Group PLC, a leading London-listed cross-platform games developer. He co-created the multi-million-selling *Fighting Fantasy* series of role-playing game books. He has been an angel Investor and advisor to multiple leading games studios, including Mediatonic, Bossa Studios, Fusebox and many more. Mr. Livingstone is also co-founder of the Livingstone Academy, a next generation UK Academy School focused on a 21st century digital creative curriculum.

Byung Joon Song: Byung-Joon Song holds the position of Chief Executive Officer & Director at Com2uS Corp., Chief Executive Officer & Director at GAMEVIL Inc., Chief Executive Officer for Gamevil China, Inc. (a subsidiary of GAMEVIL Inc.) and Chief Executive Officer at Com2uS Usa, Inc. Mr. Song is also on the board of Korea Internet & Digital Entertainment Association and Gamevil USA, Inc. He received an undergraduate degree from Seoul National University.

Carmen Carpenter: Carmen Carpenter is a Partner at Investment Bank Evolution Media Capital ("***EMC***"), an affiliate of Creative Artists Agency, focusing on the media, entertainment, and sports industries. EMC has advised on transactions with value in excess of $80 billion for its clients. Prior to joining EMC, Carmen served as Senior Vice President at Bank of America Merrill Lynch in the Entertainment Industries Group, where she oversaw the bank's portfolio of more than $1 billion in direct commitments to companies in the content production and distribution sector. Carmen held similar positions at Royal Bank of Scotland and GE Capital. Ms. Carpenter received a Bachelor of Science degree from the University of Southern California.

ITEM 11.

COMPENSATION OF DIRECTORS AND EXECUTIVE OFFICERS

The following table indicates the annual compensation of each of the two highest-paid persons who were executive officers or members of the Board during the issuer's last completed fiscal year:

Name	Capacities in which compensation was received	Cash compensation (2021)	Other compensation (2021)	Total compensation (2021)
David Alpert*	Chief Executive Officer	$ 450,000	$ 0	$ 450,000
Jon Goldman	Co-Chairman	$ 450,000	$ 0	$ 450,000

* David Alpert is compensated via D. D. Tuercas Entertainment Inc, a corporation solely owned by David Alpert and his wife.

The Managers did not receive any compensation in the fiscal year ending on December 31, 2021, in their capacity as Managers of the Company.

ITEM 12.

SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN SECURITYHOLDERS

The following table sets forth the information concerning the number of outstanding shares of our Common Interests owned beneficially as of the date of this Offering Circular by (i) all Company executive officers and members of the Board as a group and (ii) each person who beneficially owns more than 10% of our Common Interests. All shares shown in the table as beneficially owned are owned directly by the named beneficial owner(s). The Company has no other class of voting securities.

Unless otherwise indicated, the stockholders listed below possess sole voting and investment power with respect to the shares of Common Interests they own.

Name and address of beneficial owner	Amount of beneficial ownership	Amount of beneficial ownership acquirable	Percent of class
Directors and executive officers as a group	845,013	0	72.60%
David Alpert (through the Peanut & Pookie Family Trust) [1]	281,671	0	28.20%
Robert Kirkman (through the Kirman Family 2014 Trust)[2]	281,671	0	28.20%
Jon Goldman[3]	281,671	0	28.20%

[1] 9570 West Pico Boulevard, Los Angeles, CA 90035
[2] 9570 West Pico Boulevard, Los Angeles, CA 90035
[3] 9570 West Pico Boulevard, Los Angeles, CA 90035

Changes in Control

There are no present arrangements or pledges of any of our securities, equity or debt, that may result in a change in our control.

Legal and Disciplinary History of Our Executive Officers and Directors

None of our executive officers or directors have any legal or disciplinary history.

ITEM 13.

INTEREST OF MANAGEMENT IN CERTAIN TRANSACTIONS.

Robert Kirkman, via his entity Robert Kirkman, LLC, is party to a Master License Agreement with the Company pursuant to which he grants an exclusive license to the Company to commercialize all comic books created by Robert Kirkman as merchandise, comic books and video games, and as the exclusive administrator in connection with any motion picture or television projects based on any of those titles. Robert Kirkman, LLC has also entered into several material agreements with the Company regarding the exploitations of certain intellectual property rights. Robert Kirkman is a partner at Image Comics, which publishes the Company's comic books.

The Company has leased (1) office space located at 9750 West Pico Boulevard, Los Angeles, California (the "***Pico Office***") and (2) an office and studio production space located at 10911 Riverside Drive in Los Angeles, California (the "***Riverside Drive Office***"). The lessor of the Pico Office is Blueberry & Chicken, LLC, an entity owned and controlled indirectly by David Alpert and Robert Kirkman. The lessor of the Riverside Drive Office is Spicy Sauce, LLC, an entity owned and controlled by David Alpert, Jon Goldman and Robert Kirkman.

The Company entered into a loan agreement with its employee, Ian Howe, in July 2021, in the principal amount of $300,000, which is payable by Mr. Howe on demand by the Company.

In connection with the issuance of the outstanding Series A Preferred Interests and Series B Preferred Interests (collectively, the "***Preferred Interests***") of the Company, David Alpert (through the Peanut & Pookie Family Trust), Robert Kirkman (through the Kirman Family 2014 Trust) and Jon Goldman each entered into redemption agreements with the Company pursuant to which the Company redeemed in aggregate amount of Common Interests equal to 12.5% of the aggregate purchase price of the applicable Preferred Interests purchased.

The Company and certain of its subsidiaries have entered into standard indemnification agreements with their respective directors and officers, as applicable.

One or all of Robert Kirkman, David Alpert, Richard Jacobs (an employee of the Company), and potentially other employees of the Company serve as Executive Producers or Producers for television or film projects and, accordingly, may receive fees or other compensation for such services. The Company expects for the fees payable to such Executive Producers or Producers to, in the aggregate, not exceed 20% of the production fees received by the Company for each such project. David Alpert is a partner at Circle of Confusion, a talent management company. Talent that may partner with the Company on projects may also be represented by Circle of Confusion. Robert Kirkman is represented as an artist by Circle of Confusion.

ITEM 14.

SECURITIES BEING OFFERED

General

The following description summarizes important terms of the Units. This summary does not purport to be complete and is qualified in its entirety by the provisions of the Operating Agreement, which have been filed as exhibits to the Offering Statement. For more detailed information, please refer to these exhibits.

As of the date of this Offering Circular, the Company has 847,299 Common Interests issued and outstanding; 117,784 Incentive Plan Interests issued and outstanding; 80,210 Series A Preferred Interests issued and outstanding; and 71,313 Series B Preferred Interests issued and outstanding.

We have recently undergone a 1-to-7.18732 membership interest split. We have not paid distributions on the membership interests; effected a recapitalization of our securities; entered into a merger; acquired any material asset, partnership or corporation; effected a spin-off; or performed a reorganization from the date of our formation. With the exception of the contemplated acquisition of material assets, as described in this Offering Circular, no such acts or activities are being contemplated for the future.

This Offering relates to the sale of up to 150,000 Units, as described below.

Units

The number of Units subject to this Offering is 150,000, each at a fixed price of $500 per Unit. The minimum purchase per investor is $500 (1 Unit). Additional purchases may be made in multiples of $500 (1 Unit). No investor will be entitled to a fractional Unit. If the purchase price paid, divided by the Offering Price, results in a number of Units that is not a whole number, the number of Units to which the investor is entitled will be rounded down to the nearest whole number. For example, and by way of illustration only, an investor making a purchase of $83,650 will be entitled to receive 167 Units, not 167.3 Units (the number that would result from dividing $83,650 by the Offering Price of $500).

Voting Rights. The holders of the Units are entitled to one vote for each Unit held of record on all matters submitted to a vote of the members. Under the Operating Agreement, any action to be taken by vote of the members other than the Board is authorized by the affirmative vote of a majority of the votes cast. Only certain members owning Common Interests, Series A Preferred Interests, Series B Preferred Interests may vote for members of the Board, subject to the terms of the Operating Agreement.

Distribution Rights. Holders of Units are entitled to receive, ratably, those dividends, if any, that may be declared from time to time by the Board out of legally available funds.

Liquidation Rights. In the event of our liquidation, dissolution or winding up, holders of Units will be entitled to share ratably in the net assets legally available for distribution to members after the payment of all of our debts and other liabilities.

Other Rights. Holders of Units have no conversion or subscription rights, nor do any redemption or sinking fund provisions apply to the Units. The holders of Units have preemptive rights to purchase Series B Preferred Interests or any equity securities with a liquidation preference or dividend, redemption, or voting rights senior or on parity with Series B Preferred Interests as well as rights, options or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities. The rights, preferences and privileges of the holders of Units are subject to, and could be adversely affected by, the rights of the holders of shares of any future class or series of the preferred membership interests.

If all Units are sold, 997,299 Common Interests will be outstanding.

Lock-up and Market Stand-Off Agreements

There are no lock-up or market stand-off agreements currently in effect with respect to the Common Interests.

Litigation Forum

Section 10.23 of the Operating Agreement provides that JAMS will be the exclusive forum for certain any disputes, claims, or controversies arising out of or relating to the Operating Agreement. This provision is limited by Section 27 of the Exchange Act, which creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder, and Section 22 of the Securities Act, which creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder.

Trading Suspensions; Administrative Actions

Neither the Company nor its officers or directors are, nor at no time have any of them been, subject to any trading suspension order or any other type of administrative action or order issued by the Commission or FINRA.

LEGAL MATTERS

Certain legal matters with respect to the Units will be passed upon by the law firm of Ross Law Group, PLLC, New York, New York.

EXPERTS

The Company's financial statements for the years ended December 31, 2021 and December 31, 2020, included in this Offering Circular, are audited financial statements prepared by dbbmckennon, an independent registered public accounting firm.

MR. MANGO LLC AND SUBSIDIARIES
CONSOLIDATED FINANCIAL STATEMENTS
AND

MR. MANGO LLC AND SUBSIDIARIES
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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Mr. Mango LLC and subsidiaries:

Opinion

We have audited the accompanying consolidated financial statements of Mr. Mango LLC and subsidiaries, which comprise the consolidated balance sheet as of December 31, 2021 and 2020, and the related consolidated statements of comprehensive income, changes in members' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Mr. Mango LLC and subsidiaries, as of December 31, 2021 and 2020, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of Mr. Mango LLC and subsidiaries and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

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

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Mr. Mango LLC and subsidiaries' ability to continue as a going concern within one year after the date that consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of

assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Mr. Mango LLC and subsidiaries' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Mr. Mango LLC and subsidiaries' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

/s/ dbbmckennon
Newport Beach, California
October 24, 2022

MR. MANGO LLC AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

AS OF DECEMBER 31,	**2021**	**2020**
ASSETS		
Current assets:		
Cash and cash equivalents	$ 20,901,009	$ 8,009,677
Accounts receivable, net	15,973,195	7,167,282
Due from related parties	1,542,499	1,918,570
Inventories, net	3,933,297	2,090,610
Software development costs, net	456,700	190,000
Contract costs to related parties	792,857	900,000
Prepaid expenses and other current assets	853,863	521,633
Total current assets	44,453,420	20,797,772
Property and equipment, net	577,683	548,555
TV / Film development costs, net	469,639	-
Non-current software development costs, net	1,863,730	-
Deferred tax asset	4,326,679	5,800,247
Equity-method investment	1,609,162	-
Derivative asset	4,129,874	-

Investment other	80,000	30,000
Other non-current assets	2,501,581	2,283,527
Total assets	$ 60,011,768	$ 29,460,101
LIABILITIES AND MEMBERS' EQUITY		
Current liabilities:		
Accounts payable	$ 1,820,266	$ 568,653
Accrued liabilities	3,503,777	3,508,644
Accrued royalties to related parties	1,911,705	2,339,873
Deferred revenue, short-term	7,675,444	2,279,877
Tax liabilities	441,052	32,045
Other current liabilities	647,252	126,652
Total current liabilities	15,999,496	8,855,744
Notes payable, short-term	-	1,953,497
Deferred revenue, long-term	3,604,869	3,000,000
Total liabilities	19,604,365	13,809,241
Commitments and contingencies (see Note 11)		
Members' equity:		
Preferred Interests	41,385,952	23,253,839
Common Interests	667,331	97,331
Additional paid-in capital	207,694	-
Accumulated other comprehensive loss	(20,664)	(46,302)
Accumulated deficit	(2,775,262)	(7,892,847)
Members' equity of Mr. Mango LLC and subsidiaries	39,465,051	15,412,021
Noncontrolling interest	942,352	238,839
Total members' equity	40,407,403	15,650,860
Total liabilities and members' equity	$ 60,011,768	$ 29,460,101

See accompanying notes to consolidated financial statements.

MR. MANGO LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME AND COMPREHENSIVE INCOME

FOR THE YEARS ENDED DECEMBER 31,	**2021**	**2020**
Revenue	$ 64,386,320	$ 42,877,688
Cost of revenue	33,863,197	26,845,712
Gross profit	30,523,123	16,031,976
Operating expenses:		
Sales and marketing	6,392,231	4,495,531
General and administrative	13,020,589	9,969,149
Research and development	2,731,380	3,129,695
Total operating expenses	22,144,200	17,594,375
Income (loss) from operations	8,378,923	(1,562,399)
Other income (expenses):		
Interest income	11,034	18,398
Interest expense	(108,047)	(247,759)

Foreign currency exchange	66,981	93,198
Settlement income	-	2,000,000
Paycheck protection program loan forgiveness	1,587,951	270,000
Change in fair value of derivative	1,415,471	-
Other non-operating income (expense)	23,711	18,516
Total other income	2,997,101	2,152,353
Income before income taxes	11,376,024	589,954
Income taxes	2,347,149	231,395
Net Income	**$ 9,028,875**	**$ 358,559**
Net loss attributable to noncontrolling interests	(546,801)	(877,619)
Net Income Attributable to Mr. Mango LLC and subsidiaries	**$ 9,575,676**	**$ 1,236,178**
Other comprehensive income (loss), net of provision for income taxes:		
Foreign currency translation gain/(loss)	25,638	(46,302)
Comprehensive income	$ 9,601,314	$ 1,189,876
Basic net income (loss) per Common Interest	$ 11.25	$ 1.44
Diluted net income (loss) per Common Interest	$ 9.85	$ 1.36
Weighted average shares outstanding - basic	851,414	856,518
Weighted average shares outstanding - diluted	972,026	909,245

See accompanying notes to consolidated financial statements.

MR. MANGO LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN MEMBERS' EQUITY
FOR YEARS ENDED DECEMBER 31, 2020 AND 2021

	Preferred Interest		Common Interest		Additional paid-in	Accumulated	Accumulated other comprehensive	Total Mr. Mango LLC	Noncontrolling	Total Members'
	Shares	Amount	Shares	Amount	capital	deficit	Loss	Equity	Interests	Equity
Balance, December 31, 2019	37,519	$ 15,500,000	857,519	$ 0	$ 0	$ (8,441,525)	$ 0	$ 7,058,475	$ 1,116,458	$ 8,174,933
Proceeds from sales of preferred shares	29,324	7,499,995		0	0	0	0	7,499,995	0	7,499,995
Redemption of common shares	0	0	(2,372)	0	0	(687,500)	0	(687,500)	0	(687,500)
Warrants issued for services	1,315	253,844	0	0	0	0	0	253,844		253,844
Warrants issued for backstop	0	0	1,725	97,331	0	0	0	97,331	0	97,331
Foreign currency translation	0	0	0	0	0	0	(46,302)	(46,302)	0	(46,302)

adjustment, net										
Net income	0	0	0	0	0	1,236,178	0	1,236,178	(877,619)	358,559
Balance, December 31, 2020	68,158	$ 23,253,839	856,872	$ 97,331	$ 0	$ (7,892,847)	$ (46,302)	$ 15,412,021	$ 238,839	$ 15,650,860
Share-based compensation (see Note 10)		0		0	207,694	0	0	207,694	0	207,694
Proceeds from sales of preferred shares	61,982	18,128,208		0	0	0	0	18,128,208	0	18,128,208
Redemption of common shares		0	(9,034)	0	0	(2,625,680)	0	(2,625,680)	0	(2,625,680)
Acquisition of noncontrolling interest		0	2,286	570,000	0	(1,820,314)	0	(1,250,314)	1,250,314	0
Vesting of warrants	460	3,905		0	0	0	0	3,905	0	3,905
Foreign currency translation adjustment, net		0		0	0	0	25,638	25,638	0	25,638
Other		0		0	0	(12,097)	0	(12,097)	0	(12,097)
Net income		0		0	0	9,575,676	0	9,575,676	(546,801)	9,028,875
								0		
Balance, December 31, 2021	130,600	$ 41,385,952	850,124	$ 667,331	$ 207,694	$ (2,775,262)	$ (20,664)	$ 39,465,051	$ 942,352	$ 40,407,403

See accompanying notes to consolidated financial statements.

MR. MANGO LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31,	**2021**	**2020**
Cash Flows from Operating Activities:		
Net income	$ 9,028,875	$ 358,559
Adjustments to reconcile net income to net cash used in operating activities:	-	
Depreciation and amortization	990,877	281,095
Unrealized gain	(1,415,471)	-
PPP loan forgiveness	(1,587,951)	(270,000)
Realized foreign currency exchange gains	(66,981)	(93,198)
Share based compensation	207,694	-
Amortization of prepaid	2,503,368	2,944,738
Changes in operating assets and liabilities:	-	-
Accounts receivable, net	(8,429,841)	(4,502,462)
Inventory	(1,840,527)	(10,363)
Prepaid expenses and other current assets	(2,933,778)	(1,170,773)
Capitalized software development costs	(2,306,934)	(190,000)
Capitalized TV /film development costs	(469,639)	-
Accounts payable	(1,268,323)	(5,193,491)
Accrued liabilities and other liabilities	(780,225)	3,659,756
Tax liabilities	783,013	-

Deferred revenue	7,355,913	1,003,418
Net cash used in operating activities	(229,930)	(3,182,721)
Cash Flows from Investing Activities		
Purchase of property and equipment	(292,644)	(96,579)
Purchase of equity method investments	(1,641,467)	-
Net cash used in investing activities	(1,934,111)	(96,579)
Cash Flows from Financing Activities		
Repayment of line of credit	(595,716)	(2,600,003)
Repayment of note payable	-	(1,211,300)
Proceeds from PPP loans	230,170	1,627,781
Proceeds from sale of preferred shares	18,128,207	7,499,995
Redemption of common shares	(2,625,680)	(687,500)
Net cash provided by financing activities	15,136,981	4,628,973
Effect of exchange rate changes on cash	(81,608)	866
Net increase in cash	12,891,332	1,350,539
Cash - Beginning of Year	8,009,677	6,659,138
Cash - End of Year	$ 20,901,009	$ 8,009,677

See accompanying notes to combined financial statements.

MR. MANGO LLC AND SUBSIDIARIES
NOTES TO UNAUDITED INTERIM CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

1. ORGANIZATION AND NATURE OF BUSINESS

Mr. Mango LLC and subsidiaries (the "Company"), formed on June 2, 2010 as a California limited liability company ("LLC"), is a multi-platform entertainment company distributing intellectual property (IP) across comics, games, books, television shows, and movies and serves customers worldwide.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation The accompanying consolidated financial statements include the accounts of Mr. Mango LLC and its wholly owned subsidiaries: Bumbio LLC, Dark Stories LLC, Viltrumite Pants LLC, This is JoJo LLC, Boaty Boat Boat LLC, El El See LLC, Itchy Waters LLC, Blah Blah Boys LLC, Tea Hot LLC, HowYaKnow LLC, Fakakta Inc, Shoe Leather Digital Inc, Skybound Game Studios Inc., Skybound Exp LLC, Skybound Interactive LLC and Skybound LLC and are prepared in conformity with accounting principles generally accepted in the United States of America ("US GAAP").

The Company, directly or through its subsidiaries, have majority owned subsidiaries including the accounts of Skybound Galactic, LLC and Skybound Stories, Inc. The ownerships interest not held by the Company are reflected as noncontrolling interest in these consolidated financial statements.

Collectively, all the companies above are referred to as the "Company" throughout these consolidated financial statements and accompanying notes. All significant intercompany accounts and transactions have been eliminated in consolidation.

The Company leases office space from Blueberry & Chicken, LLC (B&C), a related party owned by two members of the Company. The Company consolidates all entities which the Company holds a controlling financial interest. For voting interest entities, the Company is considered to hold a controlling financial interest when the Company is able to exercise control over investees' operating and financial decisions. For Variable Interest Entities (VIE), the Company is considered to hold a controlling financial interest when it is determined to be the primary beneficiary. A primary beneficiary is a party that has both: (1) the power to direct the activities of a VIE that most significantly impact that entity's economic performance, and (2) the obligation to absorb losses, or the right to receive benefits, from the VIE that could potentially be significant to the VIE. The Company does not have the power to direct activities of B&C. The Company

does not have the obligation to absorb losses or rights to receive benefits. The Company has a variable interest in B&C through a loan guarantee (see Note 8).

The determination of whether an entity is a VIE is based on the amounts and characteristics of the entity's equity discussed in New Developments Summary 2017-03, "Step-by-step approach to applying the VIE consolidation model: Updated for ASU 2015-02, *Amendments to the Consolidation Analysis,*" discusses a step-by-step approach to determining whether a legal entity is a VIE and, if so, whether a reporting entity is the primary beneficiary of the VIE and should, therefore, consolidate the VIE under the guidance in ASC 810. Following this guidance, B&C would not need to be reflected in the consolidated financial statements.

Noncontrolling Interests The Company accounts for the noncontrolling interests in consolidated subsidiaries under the provisions of Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 810, *Consolidation*, which requires that noncontrolling interests be reported as a separate component of members' equity and that net income or loss attributable to the noncontrolling interests and net income or loss attributable to the members of the Company be presented separately on the consolidated statements of income and comprehensive income.

Use of Estimates The preparation of consolidated financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of certain assets, liabilities, revenues, expenses, and disclosures as of the date of the consolidated financial statements and for the years then ended. Significant estimates affecting the consolidated financial statements, capitalization and recovery of development costs, such as the allowance for doubtful accounts, reserve for excess and obsolete inventories, certain accrued expenses, valuation of equity related grants, derivative assets, estimates related to revenue recognition when recognition is based on the inputs/time spent on the project and deferred tax assets have been prepared based on the most current and best available information. However, actual results from the resolution of such estimates and assumptions may vary from those used in the preparation of the consolidated financial statements.

Revenue Recognition Effective January 1, 2020, the Company adopted FASB ASC Topic 606, *Revenue from Contracts with Customers* ("ASC 606"), using the modified retrospective transition method. ASC 606 outlines a comprehensive five-step principles-based framework for recognizing revenue under US GAAP. Revenue recognition is evaluated through the following five steps:

1. *Identify the Contract(s) with a Customer:* A contract with a customer exists when (i) the Company enters into an enforceable contract with a customer that defines each party's rights regarding the goods or services to be transferred and identifies the payment terms related to those goods or services, (ii) the contract has commercial substance and, (iii) the Company determines that collection of substantially all consideration for goods or services that are transferred is probable based on the customer's intent and ability to pay the promised consideration. The Company applies judgment in determining the customer's intent and ability to pay, which is based on a variety of factors including the customer's historical payment experience and for new customers credit and financial information pertaining to the customer.

2. *Identify the Performance Obligations in the Contract:* Performance obligations promised in a contract are identified based on the goods or services that will be transferred to the customer that are both capable of being distinct, whereby the customer can benefit from the good or service either on its own or together with other resources that are readily available from third parties or from the Company, and are distinct in the context of the contract, whereby the transfer of the goods or services is separately identifiable from other promises in the contract. To the extent a contract includes multiple promised goods or services, the Company must apply judgment to determine whether promised goods or services are capable of being distinct and distinct in the context of the contract. If these criteria are not met the promised goods or services are accounted for as a combined performance obligation.

3. *Determine the Transaction Price:* The transaction price is determined based on the consideration to which the Company will be entitled in exchange for transferring goods or services to the customer. To the extent the transaction price includes variable consideration, the Company estimates the amount of variable consideration that should be included in the transaction price utilizing either the expected value method or the most likely amount method depending on the nature of the variable consideration.

4. *Allocate the Transaction Price to the Performance Obligations in the Contract:* If the contract contains a single performance obligation, the entire transaction price is allocated to the single performance obligation. Contracts that contain multiple performance obligations require an allocation of the transaction price to each performance obligation based on a relative standalone selling price (SSP) basis unless the transaction price is variable and meets the criteria to be allocated entirely to a performance obligation or to a distinct good or service that forms part of a single performance obligation. The consideration to be received is allocated among the separate performance obligations based on relative SSP' s. The Company determines standalone selling price based on the price at which the performance obligation is sold

separately. If the standalone selling price is not observable through past transactions, the Company estimates the standalone selling price taking into account available information such as market conditions and internally approved pricing guidelines related to the performance obligations. For subscription-based sales, if not sold stand-alone, the Company uses the residual method. Under the residual method, obligations with a SSP are first allocated their portion of consideration based on SSP and the amount remaining is applied to the remaining obligations.

5. *Recognize Revenue:* The Company disaggregates its revenue streams by type of service into three major categories that depict the nature, amount, timing, and uncertainty of revenues and related cash flows. The following depicts the primary revenue streams and recognition policies:

The Company generates revenue from the following sources:

- Product Sales: The sale of physical and digital products are earned by the Company based on a predetermined sales price, The product is delivered to customers in exchange for the stated rate, and as such these revenues are recognized by the Company when control of the promised goods or services are transferred to the customer, in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services, which is generally on delivery to the customer. After that point in time, the Company does not have remaining performance obligations related to the product sales.

- Licensing and Royalties from the sales of licensed intellectual property (IP): Licensing revenues are based on the functionality of the IP. When the IP is fully functional, the Company records revenues at the time the license is granted. If the license is deemed symbolic or is not yet functional, revenues are recorded over time when the customer begins deriving the benefits of the Company's IP over the estimated term of the contract period of benefit. The granting of a license for IP is often coupled with services co-publishing, production and marketing services (see paragraph below). The license and services fees require the Company to allocate the transaction price to the deliverables based on cost inputs and comparable fees. Royalty revenue is generally recognized at a point in time when merchandise is sold, as it is considered a sales-based royalty in accordance with ASC 606. After the term of the agreement, the Company does not have remaining performance obligations related to licensing.

- Production and marketing services: Services revenues are fixed and determinable and is earned by the Company based on a predetermined amount. The service is delivered to the customers throughout the production schedule in exchange for stated rate, and as such this revenue is earned by the Company over time and recognized as a % of completion against actual costs. After production wraps, the Company does not have the remaining performance obligations related to producing services.

The adoption of ASC 606 did not result in an adjustment to the opening balance of members' equity at January 1, 2020.

Impact of Coronavirus Pandemic In December 2019, a novel strain of coronavirus disease ("COVID- 19") was first reported in Wuhan, China. On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic. The global and domestic response to the COVID-19 outbreak continues to rapidly evolve. To date, certain responses to the COVID-19 outbreak have included mandates from federal, state and/or local authorities to mitigate the spread of the virus, which have adversely impacted global commercial activity and have contributed to significant volatility in financial markets. The COVID-19 outbreak and associated responses could result in a material impact to the Company's future results of consolidated operations, cash flows and financial condition; however, at this time the extent to which COVID-19 may impact the Company's consolidated financial condition or results of operations is uncertain.

Cash and Cash Equivalents Cash and cash equivalents include all cash balances and highly liquid investments with original maturities of three months or less.

Accounts Receivable and Allowance for Doubtful Accounts Accounts receivable are stated at amounts due from customers, net of an allowance for doubtful accounts, and the Company generally does not require collateral. As a general policy, the Company determines an allowance for doubtful accounts by considering a number of factors, including the length of time trade accounts receivable are past due, the Company's previous loss history, the customer's current ability to pay its obligation to the Company, and the condition of the general economy and industry as a whole. Receivables are written off against the allowance for doubtful accounts in the year deemed uncollectible after all reasonable methods of collection have been exhausted. No allowance for doubtful accounts was deemed necessary as of December 31, 2021 and December 31, 2020.

Financial Instruments and Concentrations of Business and Credit Risk Financial instruments that potentially subject the Company to concentrations of business and credit risk consist primarily of cash and cash equivalents and accounts receivable.

The Company maintains cash and cash equivalents balances that at times exceed amounts insured by the Federal Deposit Insurance Corporation. The Company has not experienced any losses in these accounts and believes it is not exposed to any significant credit risk in this area.

The Company's accounts receivable, which are unsecured, expose the Company to credit risks such as collectability and business risks such as customer concentrations. The Company mitigates credit risks by investigating the creditworthiness of customers prior to establishing relationships with them, performing periodic reviews of the credit activities of those customers during the course of the business relationship, and recording allowances for doubtful accounts when these receivables become uncollectible.

The Company's supplier concentrations expose the Company to business risks which the Company mitigates by attempting to diversify its supply chain. No individual supplier accounted for at least 10% of the Company's purchases for the years ended December 31, 2021 and 2020.

Inventories Inventories, work-in-process and finished goods, are stated at the lower of cost or net realizable value, net of a reserve. Cost is determined using standard costs, which approximates average costing. The Company evaluates the need for reserves on inventories associated with obsolete, slow-moving, and non-sellable inventories by reviewing estimated net realizable values on a periodic basis.

Property and Equipment Property and equipment are stated at cost, net of accumulated depreciation and amortization. Depreciation and amortization are provided for using the straight-line method over the estimated useful lives of the related assets, ranging from three to fifteen years.

Property and equipment	**Useful lives**
Leasehold improvements	Lesser of lease life or asset life
Equipment and vehicles	Five to ten years

Betterments, renewals, and extraordinary repairs that materially extend the useful life of the asset are capitalized; other repairs and maintenance charges are expensed as incurred.

The cost and related accumulated depreciation and amortization applicable to assets retired are removed from the accounts, and the gain or loss on disposition, if any, is recognized in the consolidated statement of income for that period.

Recoverability of Long-Lived Assets The Company accounts for the impairment and disposition of long-lived assets in accordance with FASB ASC Subtopic 360-10-35, *Property, Plant, and Equipment – Overall – Subsequent Measurement* ("ASC 360"). In accordance with ASC 360, the Company reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The Company measures recoverability of assets to be held and used by comparing the carrying amount of an asset to future undiscounted net cash flows that it expects the asset to generate. When an asset is determined to be impaired, the Company recognizes the impairment amount, which is measured by the amount that the carrying value of the asset exceeds its fair value. No impairment losses were recognized for the years ended December 31, 2021, and 2020.

Software Development Costs Software development costs include payments made to independent software developers under development agreements for various digital games. Software development costs are capitalized once technological feasibility of a product is established and such costs are determined to be recoverable. Technological feasibility of a product requires both technical

design documentation and game design documentation, or the completed and tested product design and a working model. For products where proven technology exists, this may occur early in the development cycle. Significant management judgments and estimates are applied in assessing when capitalization commences for software development costs and the evaluation is performed on a product-by-product basis. Prior to a product's release, if and when we believe capitalized costs are not recoverable, we expense the amounts as part of research and development costs. Capitalized costs for products that are canceled or are expected to be abandoned are charged to Development Costs.

Commencing upon a product's release, capitalized software development costs are amortized to "Cost of sales" based on the ratio of current revenues to total projected revenues.

Software development costs are stated at cost. Once a game is released, amortization of capitalized production costs is computed based on actual revenues achieved as a percentage of the expected lifetime revenue. As the lifetime revenue amount is a project that can change with updated expectations, amortization can fluctuate each month. Our software development costs are generally amortized in full within 12 months.

Film and TV Costs Film and TV costs include direct costs incurred in the production of a film, including costs related to the creation of the story. These costs are capitalized. Amortization begins once a project is completed and starts generating revenue.

Equity-Method Investments The Company has investments accounted for under equity method because management believes the Company has significant influence, but not control. During the year ended December 31, 2021, the Company recognized $62,605 in losses resulting from the portion of net losses attributable to its ownership interest.

At-Cost Investments In accordance with FASB ASC Subtopic 321-10-35-2, *Investments – Others – Cost Method Investments*, investments where the Company does not have a significant influence are accounted for at cost. The Company reviews all material investments on an annual basis to determine whether a significant event or change in circumstances has occurred that may have an adverse effect on the fair value of the investment. In the event the fair value of the investment declines below the cost basis, the Company will determine if the decline is other than temporary. If the decline is determined to be other than temporary, an impairment charge is recorded. There was no impairment recorded for the years ended December 31, 2021 and 2020. During the years presented, our investments, at cost, were not significant.

Derivative Instruments The Company accounts for free-standing derivative instruments in accordance with ASC 815, which establishes accounting and reporting standards for derivative instruments and hedging activities, including certain derivative instruments embedded in other financial instruments or contracts and requires recognition of all derivatives on the consolidated balance sheet at fair value. Changes in fair value of the derivative instruments are recorded in the consolidated statement of income and comprehensive income.

Fair-Value of Financial instruments Three different asset levels were introduced by the U.S. FASB to bring clarity to corporations' balance sheets. Level 1 assets include listed stocks, bonds, funds, or any assets that have a regular mark-to-market mechanism for setting a fair market value. These assets are considered to have a readily observable, transparent prices, and therefore a reliable fair market value. Level 2 assets are financial assets and liabilities that do not have regular market pricing, but whose fair value can be determined based on other data values or market prices. Level 3 assets are financial assets and liabilities considered to be the most illiquid and hardest to value. They are not traded frequently, so it is difficult to give them a reliable and accurate market price.

The Company's forward purchase contract to acquire equity shares of 5th Planet Games is considered a free-standing derivative reported at fair value. 5th Planet Games shares are traded at Euronext, thus their shares are considered to have a readily determinable fair value. We estimated the fair value based on the fixed price per share and the closing price per share. We determine this derivative is a Level 2 instrument. We initially recorded the derivative at $2,714,403 and increased it by $1,415,471 million to $4,129,874 at December 31, 2021.

Deferred Issuance Costs Deferred issuance costs paid in connection with obtaining long-term financing are capitalized and amortized using the straight-line method, which approximates the effective-interest method over the term of the related financing. The Company complies with the requirements of ASC 340, Other Assets and Deferred Costs, with regards to offering costs. Prior to the completion of an offering, offering costs are capitalized. The deferred offering costs are charged to additional paid-in capital or as a discount to debt, as applicable, upon the completion of an offering or to expense if the offering is not completed.

Leases and Deferred Rent The Company categorizes non-cancellable leases at their inception as either operating or capital leases in accordance with FASB ASC Topic 840, *Leases*. Costs for operating leases that include payment escalations or incentives, such as rent abatements, are recognized on a straight-line basis over the term of the lease, which results in a deferred rent liability and is recorded on the consolidated balance sheets. Additionally, inducements received from lessors are treated as a reduction of costs over the term of the agreement. The Company recorded a deferred rent liability of $109,018 and $64,983 related to future rent payment escalations and rent abatements as of December 31, 2021, and 2020, respectively. Costs for capital leases are capitalized at the present value of the future minimum lease payments, less any taxes and fees, with the corresponding obligation recorded in liabilities. The capital leases are amortized in accordance with the Company's property and equipment policies and the corresponding obligations are reduced as lease payments are made.

Advertising Advertising costs are expensed as incurred and amounted to $2,073,428 and $1,377,210 for the years ended December 31, 2021 and 2020, respectively. Advertising costs are included in operating expenses on the accompanying consolidated statements of income and comprehensive income.

Equity Incentive Plan During 2018, the Company adopted an incentive interest plan, in which the Company may grant certain incentive interests to key employees and board members. The incentive interests are subject to vesting over time or based on the Company's financial performance. FASB ASC Topic 718, *Compensation – Stock Compensation* ("ASC 718"), requires that all share-based payments to employees and board members be recognized in the consolidated statement of income and comprehensive income over their vesting period based on the fair value of those awards calculated using an option valuation model on the grant date. However, the Company did not issue any awards or grants for the years ended December 31, 2021 and December 31, 2020.

Foreign Currency Matters The functional currency of the Company is the United States dollar. The functional currency of the Skybound Games Europe BV is the Euro and Skybound Games UK Limited is the British Pound. The financial statements of the Company's subsidiaries were translated to United States dollars in accordance with ASC 830, Foreign Currency Translation Matters, using period-end rates of exchange for assets and liabilities, and average rates of exchange for the year for revenues and expenses. Gains and losses arising on foreign currency denominated transactions are included in consolidated statements of income and comprehensive income.

Income Taxes The Company's operations consist of an LLC, which is taxed as a corporation, and certain corporate subsidiaries, which are subject to taxation under the provisions of the Internal Revenue Code. Certain LLC subsidiaries have elected to be taxed as partnerships and any associated tax obligations for those entities flows to the members of those entities.

The Company uses the asset and liability method in accounting for income taxes. Under this method, deferred income tax assets and liabilities are determined based on differences between financial reporting and tax basis of assets and liabilities and are measured using the enacted tax rates that are expected to be in effect when the differences reverse.

The effect on deferred income tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Deferred income tax assets are recognized subject to management's judgment that realization is more likely than not.

The Company follows the provisions of uncertain tax positions as addressed in "ASC 740", *Income Taxes* which provides guidance for how uncertain income tax positions should be recognized, measured, presented, and disclosed in the consolidated financial statements. The Company is required to evaluate the income tax positions taken or expected to be taken to determine whether the positions are "more-likely-than-not" to be sustained upon examination by the applicable tax authority. Management believes the Company does not have uncertain tax positions pursuant to ASC 740 and accordingly no accruals were made for the year ended December 31, 2021.

The Company recognizes interest accrued related to unrecognized tax benefits and penalties in operating expenses. As of December 31, 2020 and December 31, 2021, the Company had no accruals for interest and penalties, and no such interest or penalties were recognized for the year then ended.

With few exceptions, the Company is subject to examination by federal tax authorities for returns filed for the prior three years and by state tax authorities for returns filed for the prior four years, and no examinations are currently pending.

Sales Taxes Sales and similar taxes collected by the Company are netted with the corresponding sale to the customer. The Company collects said sales tax from customers and remits the entire amount to the state.

VAT Taxes The Company tracks collected and paid VAT tax. The Company nets the collections with the payments and files returns quarterly.

Delivery Costs All costs of delivery are included in Cost of Sales. Delivery costs were $3,200,142 and $2,410,588 for the years ended December 31, 2021 and 2020, respectively.

Basic and Diluted Income (Loss) Per Common Interest The Company follows Financial Accounting Standards Board ("FASB") ASC 260 Earnings per Common Interest to account for earnings per Common Interest. Basic earnings per Common Interest ("EPS") calculations are determined by dividing net income (loss) by the weighted average number of shares of Common Interests outstanding during the year. Diluted earnings per Common Interest calculations are determined by dividing net income by the weighted average number of common shares and dilutive common share equivalents outstanding. Dilutive common share equivalents include the dilutive effect of in-the-money share equivalents, which are calculated, based on the average share price for each period.

The following is a summary of outstanding securities which have been included in the calculation of diluted net income per Common Interest and reconciliation of net income to net income available to common stockholders for the years ended December 31, 2021 and December 31, 2020, respectively.

As of December 31,	2021	2020
Weighted average common shares outstanding used in calculating basic earnings per Common Interest	851,414	856,518
Effect of Series A and B Preferred Interests	101,624	52,727
Effect of Common Interest Appreciation Rights	18,988	-
Weighted average common shares outstanding used in calculating diluted earnings per Common Interest	972,026	909,245
Net income as reported	$ 9,575,676	$ 1,236,178
Diluted income per Common Interest	$ 9.85	$ 1.36

Recently Issued Accounting Pronouncements In February 2016, the FASB issued Accounting Standards Update ("ASU") 2016-02, *Leases* (*Topic 842*) ("ASU 2016-02"). The new standard establishes a right-of-use ("ROU") model that requires a lessee to record a ROU asset and a lease liability, measured on a discounted basis, on the consolidated balance sheets for all leases with terms greater than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the consolidated statements of income. A modified retrospective transition approach is required for capital and operating leases existing at the date of adoption, with certain practical expedients available. The Company is currently in the process of evaluating the potential impact of this new guidance, which is effective for the Company beginning on January 1, 2022.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments - Credit Losses (Topic 326)* (*"*ASU 2016-13*"*), which in conjunction with subsequent amendments issued by FASB amends the FASB's guidance on the impairment of financial instruments. The ASU adds to US GAAP an impairment model (known as the "current expected credit loss model") that is based on expected losses rather than incurred losses. For private companies, ASU 2016-13 is effective for annual reporting periods beginning after December 15, 2022. Early adoption is permitted. The Company is currently evaluating the timing and impact of adoption on the Company's consolidated financial statements.

3. INVENTORIES

Inventories consist of the following:

As of December 31,	2021	2020
Finished goods	$ 2,797,089	$ 1,788,378
Work-in-process	1,136,208	302,232
Inventories, net	$ 3,933,297	$ 2,090,610

4. SOFTWARE DEVELOPMENT AND CAPITALIZED PRODUCTION COSTS

The following table summarizes the components of software development and capitalized production cost balances:

		December 31, 2021		
	Average Life (in years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Software development costs completed	less than one year	$ 456,700	$ -	$ 456,700
Software development costs in process	n/a	2,582,362	(718,632)	1,863,730
Capitalized TV/Film production in process	1-2	797,814	(328,175)	469,639
Total capitalized development and production costs		$ 3,836,876	$ (1,046,807)	2,790,069

The software development costs in process pertain to video games that are expected to launch in 2023.

		December 31, 2020		
	Average Life (in years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Software development costs in process	n/a	$ 190,000	$ -	$ 190,000
Capitalized TV/Film production in process	1-2	328,175	(328,175)	-
Total capitalized development and production costs		$ 518,175	$ (328,175)	$ 190,000

5. PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

As of December 31,	2021	2020
Leasehold improvements	$ 59,028	$ 35,518
Furniture and fixtures	291,822	266,822
Computers	369,164	185,380
Machinery and equipment	927,782	867,433
Vehicles	300,000	300,000
Less: accumulated depreciation	(1,370,113)	(1,106,598)
Property and equipment, net	$ 577,683	$ 548,555

Depreciation expense related to property and equipment was $263,470 and $247,776 for the years ended December 31, 2021 and December 31, 2020, respectively.

6. EQUITY INVESTMENT

In August 2021, the Company entered into a multi-tranche investment in 5th Planet Games A/S, a Danish interactive game company publicly listed on the Euronext stock exchange. The investment provides an opportunity for the Company and 5th Planet Games to

bring other games to market. The Company has entered into separate commercial deals outside of the investment agreement. In August 2021, we purchased 21,677,765 shares at $0.069 per share or $1,500,000. As of December 31, 2021 the Company's ownership in 5th Planet Games was 16.9%.

The Company has the right and obligation to purchase additional interests as follows:

	Investment Shares	Cost/Share in NOK	Estimated investment in NOK	$USD Exchange Rate	Estimated investment in USD	Upon
Tranche 2	36,129,608	0.61	$ 22,039,061	0.1118	$ 2,463,967	April 2022
Tranche 3	43,355,530	0.61	26,446,873	0.1118	2,956,760	August 2022
Tranche 4	50,581,452	0.61	30,854,686	0.1118	3,449,554	August 2023
	130,066,590		**$ 79,340,620**		**$ 8,870,281**	

The Company has the opportunity to acquire additional shares at NOK 0.90, per share, in the event 5th Planet Games' market capitalization reaches the following amounts:

	Milestone Warrants	Upon Market Value of (NOK)	Upon Market Value of (USD equiv)
Tranche 1	4,241,438	$ 60,000,000	$ 6,708,000
Tranche 2	4,241,438	75,000,000	8,385,000
Tranche 3	4,241,438	100,000,000	11,180,000
Tranche 4	4,241,438	125,000,000	13,975,000
Tranche 5	14,138,130		
	31,103,882		

In August 2022, the Company has completed it's three tranche investment, increasing the Company's ownership to 47.1%. The final tranche payment will be in 2023 at which point the Company will have control over 5th Planet Games. See Note 19 Subsequent Events for discussion of additional investments made in 2022.

This forward purchase agreement is accounted for as a derivative. We determined the estimated fair value in August 2021 to be approximately $2.7 million on the date of commitment. Such value was ascribed to the license of IP. We believe that the expected license term will be approximately five years. As of December 31, 2021, the estimated fair value was $4,129,874.

7. ACCRUED LIABILITIES

The Company accrues for all expenses incurred but not billed.

As of December 31,	2021	2020
Accrued royalties and commissions	$ 1,169,484	$ 1,846,967
Accrued software development	881,892	573,138
Accrued compensation and related benefits	613,250	528,151
Accrued TV/film development	493,784	-
Accrued professional fees	201,426	300,000
Accrued sales taxes, VAT and other	143,941	260,388
Accrued other liabilities	$ 3,503,777	$ 3,508,644

The Company has a royalty agreement with one of its members (see note 11).

8. LINE OF CREDIT

On September 25, 2020, the Company entered into a credit agreement with East West Bank for a revolving line of credit which permits borrowings up to $8,000,000. The rate of interest will fluctuate based on an applicable margin plus the Prime Rate or LIBOR, as applicable. The interest rate shall in no event be less than 3.75% per annuum. The current rate is 0.25% less than the Prime Rate (effective rate of 3.75% on December 31, 2021) and no interest is charged on the unused balance. The agreement is secured by substantially all the Company's negotiable collateral and intellectual property collateral, is subject to certain financial covenants, and expires on September 25, 2023. On December 31, 2021, the outstanding balance on the line was $0. The Company believes it is in compliance with or has received waivers for all of the restrictive covenants on December 31, 2021.

Loan fees are being amortized using the straight-line method, which approximates the effective interest rate method over the term of the Loan. Amortization of loan fees is included in interest expense.

9. BACKSTOP ARRANGEMENT

On September 25, 2020, the Company entered into an unsecured agreement with one of its members to advance up to $5,000,000 to East West Bank, the lender on the Company's revolving line of credit ("Backstop Note"). The Backstop Note accrues interest at 7% per annum and, unless converted to equity, would be due at the six-month anniversary of the line of credit or March 25, 2024. The advances would be in effect if the Company is unable to repay its line of credit with East west Bank as lender and the lender calls for borrowings under the Backstop Note. Any borrowings and any unpaid interest on the Backstop Note are able to be converted into an equivalent amount of the Company's equity at 80% of the then-current Series A Preferred Unit price.

In addition to the convertible note and as part of the Backstop arrangement, the Company issued 1,725 warrants to purchase Common Interests in the Company for an exercise price of $10.00. The Company recorded the fair value of the warrant issued to the member as a deferred issuance cost associated on the date when the warrant was granted. Fair value of the warrants was $97,331, as determined using a market approach valuation.

The deferred issuance cost will be amortized on a straight-line basis over the stated term of the line of credit, i.e., the access period.

10. MEMBERS' EQUITY

Series A Preferred Interests During the year ended December 31, 2021, the Company issued Series A Preferred Interests at a value of $290 per Unit. Certain Series A Preferred Interests were also issued in 2020 for the same purchased value of $290. Preferred Interests will receive preference in liquidation over Common Interests up to $290 per unit, and then pro-rata with all members of the company, and their total return is capped at two times the liquidation preference. Holders of Series A Preferred Interests are entitled to participate in non-liquidating distributions in proportion to each member pro-rata share. Preferred Interests can convert into Common Interests on a one-to-one basis, subject to certain anti-dilution adjustments upon the consent of the holders of at least two-thirds of the outstanding Series A Preferred Interests or mandatorily upon Initial Public Offering. Series A Preferred Interests also have certain voting privileges such as approval of mergers, liquidation of the company, creation of new securities, incurrence or guarantee of debt, changing the primary business of the Company, dividends or distributions, among others.

Series B Preferred Interests During the year ended December 31, 2021, the Company issued 55,098 Series B Preferred Interests at a value of $290 per Unit. Series B Preferred Interests have liquidation, dividend, conversion and voting rights similar to Series A Preferred Interests except for conversion of Series B in Common Interests is subject to approval by the holders of a majority of the outstanding Series B Preferred Interests.

Common Interests Common Interests were granted to the founding members of the Company. Once the liquidation preference has been met, Common Interests can receive distribution pro-rata with all members according to the number of Units held. The Company redeemed 9,034 and 2,372, Common Interests in 2021 and 2020 on a pro rata basis, respectively.

Warrants In connection with the issuance of Preferred Interests with one of its members, in December 2019, the Company issued 1,826 warrants to purchase Series A Preferred Interests. The warrants have an exercise price per unit of $548 and an aggregate purchase price of $1,000,000. The warrants vest over four years in the following manner: 460 units at December 13, 2020; 453 units at December 31, 2021; 460 units at December 31, 2022; and 453 units at December 13, 2023. At December 31, 2021, the company had 913 warrants outstanding and 913 that are exercisable. The fair value of the warrants was estimated at issuance date using a market approach valuation. The grant date fair value of the outstanding warrants was $7,750, recorded in members' equity upon issuance as the warrants will be settled with Series A Preferred Interests. The company recorded $7,750 and will record $3,844 and $3,905 in 2022 and 2023, respectively.

Acquisition on Noncontrolling Interests On November 24, 2021 Mr. Mango LLC increased its interest in Skybound Games Studios, Inc. from 70% to 100% by issuing "Common Interests" to the holders of the minority interests. Common interests are equivalent to common equity units in the LLC per LLC Operating Agreement. The amount of Common Interests issued by the Company to both parties amount to 2,286.

On November 24, 2021 the Company also issued the sellers stock appreciation rights referred to as Common Interest Appreciation Right Units (CIARs). Each seller received 13,031 CIAR Units. 20% of CIAR vest immediately on the grant date, at the fair market value of $290, while 80% of granted CIARs vest quarterly over the period through July 1, 2025, according to the terms of Common Interest Appreciation Rights Agreement (CIAR Agreement). As of December 31, 2021, the CIARs were 28.33% vested. The grant date fair value of $5,561,206 was based on a market approach valuation of which $3,892,844 is yet to be amortized as of December 31, 2021.

The Company recognizes the vesting of CIARs, post acquisition date on November 24, 2021 as compensation expense for post-acquisition services, measured at fair value on the grant date The Company recognized $92,687 of expense in December 2021. The Company will recognize the compensation expense ratably from the grand date of November 24, 2021 through the end of the vesting period of July 1, 2025.

Terms of CIAR agreement define certain contingent redemption by the Company including potential redemption of vested CIARs in cash.

Incentive Plan The Company has reserved 99,300 Common Interests for issuance under the Mr. Mango LLC 2019 Equity Incentive Plan. As of December 31, 2021, there were no issuances under the Plan.

11. RELATED PARTY TRANSACTIONS

The Company is a guarantor on a mortgage loan for B&C. The loan balance as of December 31, 2021 amounted to $19,643,240. The note is secured by a building owned by B&C and leased to the Company. The Company may be required to perform under the note should B&C default on its obligations. Management does not anticipate any requirement to pay in the near future. Management believes the Company and B&C are following any covenants and restrictions related to the loan in B&C.

The Company leases a building under an operating lease agreement from B&C. The Company currently makes monthly payments until December 31, 2026. The monthly lease payments for 2021 were $ 89,032. The agreement provides for annual increases of 2% of base rent in the immediately preceding year. Rent due to B&C totaled $0 as of December 31, 2021.

The Company incurs expenses to make building improvements which are reimbursed by B&C. As of December 31, 2021, B&C owes the Company $217,201 for building improvements recorded in Due from Related Parties on the consolidated balance sheet.

The Company has a royalty agreement with one of its members for 15% on sales of comics, and sales at conventions and merchandise sold, 30% on local licensing and 70% on international comic licensing. Total royalty expense to related parties of $4,881,000 and $3,271,132 was incurred for the years ended December 31, 2021 and December 31, 2020, respectively.

As of December 31, 2021 the Company had an outstanding, related party, loan receivable in the amount of $300,000. The Company calculates interest at 2.05% per annum. The loan can be paid off any time prior to the due date of July 23, 2026.

12. COMMITMENTS AND CONTINGENCIES

Operating Leases The Company is obligated under non-cancellable operating leases for certain facilities and equipment which expire on various dates through December 2026. Total rent expense to related parties was $1,112,419 for the year ended December 31, 2021 (see Note 11). Total rent expense including tax expense to unaffiliated parties was $1,299,016 and $893,309 for the years ended December 31, 2021 and 2020, respectively (see Note 10). Rent expense is included in cost of goods sold and operating expenses on the accompanying consolidated statements of income.

The following is a summary of future annual minimum lease payments on all operating leases as of December 31, 2021:

	Related Party (see Note 9)	Straight-Line Rent Expense	Deferred Rent Ending Balance
2022	$ 1,089,752	$ 1,112,419	$ (131,685)
2023	1,111,547	1,112,419	(132,557)
2024	1,133,778	1,112,419	(111,198)
2025	1,156,454	1,112,419	(67,164)
2026	1,179,583	1,112,419	-
Total	$ 5,671,114	$ 5,562,095	

Litigation the Company is subject to certain legal proceedings and claims that arise in the normal course of business. The Company does not believe the amount of liability, as a result of these types of proceedings and claims will have a materially adverse effect on the Company's consolidated financial position, results of operations, and cash flows.

From time to time, the Company encounters content and items for sale that may infringe their copyrights, trademarks, and domain names available on various online retail and streaming platforms and other websites, such as unauthorized fan reviews featuring extensive copying of Company-owned properties, unauthorized shows that copy the look and feel of Company owned digital content and unauthorized t-shirts bearing the Skybound logo or free downloads of comic book issues. The company addresses such possible infringement in the ordinary course of business consistent with advice of the Company's counsel.

In connection with a third-party software development contract breach, the Company received a settlement of $2,000,000, in 2020, recorded as Settlement Income in Other Income on the consolidated statement of income and comprehensive income. The counterparty failed to develop a game by a certain release date which created missed opportunities for the Company in terms of publishing and other opportunities.

The corporate headquarters was served with a civil lawsuit on January 15, 2021 alleging negligence that led to a trip and fall on the sidewalk outside of the corporate headquarters building. Neither the Company nor any Company Subsidiary is a party to any material litigation at this time. The Company is making this disclosure for informational purposes.

13. REVENUES

The company generates revenue primarily through the sale of physical and digital product, licensing and royalties, and certain services, including production and marketing services. In accordance with ASC 606, the following table represents a disaggregation of the Company's revenue for the years ended December 31, 2021 and 2020:

For the Year Ended December 31,	2021	%	2020	%
Physical product sales	$ 24,581,346	38%	$ 20,149,832	47%
Digital product sales	5,315,468	8%	6,292,410	15%
Licensing and royalty	22,675,181	35%	6,355,834	15%
Services	10,242,561	16%	9,814,886	23%
Other	1,571,764	3%	264,726	-%
Net sales	$ 64,386,320	100%	$ 42,877,688	100%

The following table represents the Company's revenue for the years ended December 31, 2021 and 2020, The percentage of our consolidated net revenues that are recognized from revenue sources that are recognized at a "point-in-time" and from sources that are recognized "over-time and other" were as follows:

For the Year Ended December 31,	2021	2020
Point in time (1)	49%	62%
Over time and other (2)	51%	38%
Net sales	100%	100%

(1) Revenue recognized at a "point-in-time" is primarily comprised of the portion of revenue from software and physical products sales that are recognized when the customer takes control of the product (i.e., upon delivery of the product), as well as royalties from revenues generated from sales of products and use of IP.

(2) Revenue recognized "over-time and other revenue" is primarily comprised of licensing and services which are contract balances. The Company accepts advance payments, primarily from newer customers ranging from 25% to 50% of the transaction price. Upon receipt of an advance payment, the Company recognizes deferred revenue, which is included on the accompanying consolidated balance sheets.

The following table breaks out the Company's sales by geographical region for the years ended December 31, 2021 and 2020:

As of December 31,	2021	%	2020	%
Asia	$ 11,267,284	17%	$ 4,391,639	10%
Europe	9,033,097	14%	9,790,510	23%
Middle East	176,057	0%	11,540	0%
North America	43,509,420	68%	28,239,243	66%
Oceania	400,462	1%	444,756	1%
Total sales	$ 64,386,320	100%	$ 42,877,688	100%

In accordance with ASC 606, the following table represents a disaggregation of the Company's revenue for the years ended December 31, 2021 and 2020, which is recognized over time:

Deferred revenue rollforward for year ending December 31,

	2020			
	Beginning Balance	New Transactions	Revenue	Ending Balance
Physical product	$ 3,776,459	$ 1,368,237	$ (3,776,459)	$ 1,368,237
Licensing and royalties	500,000	2,600,000	-	3,100,000
Services	-	811,640	-	811,640
	$ 4,276,459	**$ 4,779,877**	**$ (3,776,459)**	**$ 5,279,877**

Deferred revenue rollforward for year ending December 31,

	2021			
	Beginning Balance	New Transactions	Revenue	Ending Balance
Physical product	$ 1,368,237	$ 1,152,867	$ (523,761)	$ 1,997,343
Licensing and royalties	3,100,000	3,642,657	(3,100,000)	3,642,657
Services	811,640	5,123,766	(295,093)	5,640,313
	$ 5,279,877	**$ 9,919,290**	**$ (3,918,854)**	**$ 11,280,313**

The Company engages in kickstarter campaigns that generate revenue on unfulfilled campaigns. The Company classifies these revenues as deferred and recognizes the revenue at the point the campaign reaches fulfillment. The average length of a Kickstarter is fifteen months.

Future annual revenues from deferred revenues are as follows:

2022	2023	2024	2025	2026
$ 8,218,324	**$ 1,592,881**	**$ 609,547**	**$ 542,881**	**$ 316,680**

15. INCOME TAXES

The total current tax and provision for income tax expense consists of the following as of December 31, 2021 and 2020:

As of December 31,	**2021**	**2020**
Current tax expense:		
Federal	$ 206,386	$ 37,709
State and local	310,205	60,323
Foreign	356,991	19,423
Total current tax expense	$ 873,582	$ 117,455
Deferred tax expense:		
Federal	1,274,509	53,617
State and local	199,058	60,323
Total deferred tax expense	$ 1,473,567	$ 113,940
Total income tax expense	**$ 2,347,149**	**$ 231,395**

Deferred tax assets consist of the following as of December 31, 2021 and 2020:

As of December 31,	**2021**	**2020**
Deferred tax asset attributable to:		
Federal	$ 2,387,657	$ 3,198,754
State and local	1,532,029	1,423,604
Foreign tax credit	267,036	-
Difference in book/tax carrying value	139,957	1,177,889
Net deferred tax asset	$ 4,326,679	$ 5,800,247

Consideration of whether a valuation allowance should be recorded against deferred tax assets is based on the likelihood that the benefits of the deferred tax assets will or will not ultimately be realized in future periods. Accounting standards require that all available evidence, both positive and negative, be considered to determine whether, based on the weight of that evidence, a valuation allowance is needed. Realization of the future benefits related to the deferred tax assets is dependent on many factors, including the company's ability to generate taxable income within the near to medium term and tax planning strategy. The Company has considered these factors in determining the amount of the valuation allowance.

The Company had no valuation allowance as of December 31, 2021 and 2020, as net deferred tax assets are expected to be fully utilized in future periods.

The federal and blended state income tax rates used in determining the provision for the year ended December 31, 2021 is 21.00% and 8.84%, when applicable, respectively. The Company's effective tax rate was less than the statutory rate due to net operating losses ("NOLs") applied against income.

As of December 31, 2021, the Company's federal NOLs were approximately $11,360,000 for Fed NOLs which may be carried forward indefinitely until used. The utilization of NOL carryforwards is subject to annual limitations under Section 382 of the Internal Revenue Code. The Company has determined that a valuation allowance against deferred tax assets is not necessary in any jurisdictions.

For the years ended December 31, 2021, and 2020, the Company did not take any material uncertain tax positions.

The Company has not received any notice or indication of federal income tax examination and as such the tax years 2017 through 2021 remain open to examination for federal income tax purposes and by other major taxing jurisdictions to which the Company is subject.

16. SUPPLEMENTAL CASH FLOW INFORMATION

As of December 31,	2021	2020
Supplemental disclosures of cash flow information:		
Cash paid for interest	$ 12,269	$ 201,830
Cash paid for income taxes	$ 917,092	$ 523,697
Non cash investing and financing activities:		
Warrants issued for financing costs	$ -	$ 97,300
Preferred Interests issued for prepaid services	$ -	$ 250,000
Common interest issued to acquire noncontrolling interest	$ 570,000	$ -
Common interest appreciation rights issued to acquire NCI	$ 1,668,362	$ -
Derivatives received in exchange of license	$ 2,714,403	$ -

17. EMPLOYEE BENEFIT PLAN

The Company maintains a 401(k) retirement plan (the "Plan") that covers eligible employees of the Company. Under the terms of the Plan, employees may make voluntary contributions, subject to certain limitations, and the Company may make discretionary contributions to the Plan. The Company contributed $210,215 and $196,666 for the years ended December 31, 2021, and December 31, 2020, respectively. which is included in operating expenses on the accompanying consolidated statements of income and comprehensive income. The contributions represent 100% match of the employee's 401(k) contributions after three months of employment, based on contributions up to 4%.

18. PAYCHECK PROTECTION PROGRAM LOAN

Between April 5, 2020 and April 29, 2020, the Company received a total of six loans between East West Bank and City National Bank in the amount of $1,627,781 to fund payroll, rent, utilities, and interest on mortgages and existing debt through the Paycheck Protection Program (the PPP Loan) for the Company and its subsidiaries.

The original loan agreements were written prior to the PPP Flexibility Act of 2020 (June 5) and were due over 24 months deferred for six months. Subsequently, the law changed the loan deferral terms retroactively. The PPP Flexibility Act and subsequent regulations supersede the loan agreements. The PPP Loans bear interest at a fixed rate of 1.0% per annum, have a term of two years, and are unsecured and guaranteed by the U.S. Small Business administration ("SBA"). Payments of principal and interest were deferred until the date on which the amounts of forgiveness were remitted to the lender or, if the Company failed to apply for forgiveness within 10 months after the covered period, then payments of principal and interest would begin on those dates. These amounts may be forgiven subject to compliance and approval based on the timing and use of these funds in accordance with the program. The covered periods ranged from April 5, 2020 to May 31, 2020 and from April 29, 2020 to June 24, 2020, respectively, representing the time that the receiving business had to spend its PPP Loan funds. The Company is following ASC 470, *Debt,* to account for the initial receipts related to the PPP Loans.

On December 16, 2020, the SBA processed one of the Company's PPP Loan forgiveness applications and notified East West Bank that the $270,000 PPP Loan qualified for full forgiveness. Loan proceeds were received by the bank from the SBA on this date. Therefore,

the Company was legally released from this debt and the loan forgiveness was recorded as a gain on extinguishment of debt, which is included in Other Income during the year ended December 31, 2020.

The Company classified the remaining loans as current liabilities in accordance with the terms of the agreement and current PPP program provisions. The Company did not accrue interest as of December 31, 2020.

In March of 2021, Skybound Games Inc was granted a second PPP loan of $230,170, pursuant to the PPP Loan under Division A, Title I of the CARES Act, which was enacted March 27, 2020. The Company used these funds towards payroll and rent expenses. The loan was later forgiven in 2021.

As of December 31, 2021, the SBA determined the remaining loans including the second PPP loan for Skybound Games, all qualified for full forgiveness. The Company was legally released from all debt and the Company recorded $1,587,951 of loan forgiveness as a gain on extinguishment of debt, which is included in Other Income during the year ended December 31, 2021.

The SBA may review funding eligibility and usage of funds for compliance with program requirements based on dollar threshold and other factors. The amount of liability, if any, from potential noncompliance cannot be determined with certainty; however, management is of the opinion that any review will not have a material adverse impact on the Company's financial position.

19. SUBSEQUENT EVENTS

The Company evaluated subsequent events that occurred from January 1, 2022 through the date of the independent auditor's report, which is the date that the consolidated financial statements were available to be issued, and determined that there were no subsequent events or transactions that required recognition or disclosure in the consolidated financial statements, except as noted below:

In January 2022, a lawsuit was filed in federal court against a principle of Mr. Mango LLC by a colorist who performed services on a comic book. Neither Mr. Mango LLC nor any of its subsidiaries are parties to the lawsuit, however, the lawsuit does list a principle of Mr. Mango LLC and the Company's subsidiaries commercialize the involved IP.

On February 22, 2022, the Company issued additional Series B funding in the amount of $1,998,943 for 6,885 of Series B Preferred Interests.

On February 28, 2022, the Company issued additional Series B funding in the amount of $575,896.08 for 1,984 of Series B Preferred Interests

On March 1, 2022, the three Company founders each redeemed 367 Common Interests for $107,291 cash.

In March of 2022 the Company entered into an agreement to issue 959 options under The Mr. Mango LLC 2019 Equity Incentive Plan. In April 2022, 450 of those options were exercised.

On May 8, 2017, the Company ("Seller") sold contract rights and IP assets to a private company for the total of $16.5 million and upon the earlier of (1) as of immediately prior to the consummation of a Liquidation Event or (2) May 8, 2022, the purchasing company would issue Seller a warrant for 481,824 shares of the purchasing company's common stock at an exercise price of $0.01 per share. According to the agreement, the purchase price of $16.5 million as allocated as follows; $8,085,000 to the contract rights with a remaining term of approximately two years recognized as royalty income and $8,415,000 for purchase of IP rights recognized as other income. As the future warrants had an uncertain date of issuance and uncertain valuation, the value was deemed indeterminable and was not recorded May 2017. On May 8, 2022 the Company elected to use the fair method valuation to record the warrants, reflecting a market-approach valuation for the issuing private company as of October 31, 2021 with a value of $30.85 per share. On May 8, 2022, the Company received the warrants of 481,824 shares of stock and recorded an unrealized gain, net of commission fees, of $10,401,616 and recorded federal taxes net of expenses of $3,123,149 and recorded state taxes net of expense of $1,314,002.

In August 2022, the Company entered into a multi-tranche investment and made the first tranche payment of $2,000,000 in Mega Cat Studios, a private video game development company. Game development resources are extremely tight, so this investment allows the Company to lock in future product flow more reliably.

In April and August 2022, the Company paid an aggregate of $5,142,257 for the second and third tranche of its investment in 5th Planet Games, increasing the Company ownership to 47.1% (see note 6).

On October 24, 2022 the managing members approved a forward unit split for which 7.18732 limited liability company equity interests will be exchanged for each Common and Preferred Interest held. All limited liability company equity interests and related amounts have been retroactively restated for all periods presented.

SUPPLEMENTAL SCHEDULES

MR. MANGO LLC AND SUBSIDIARIES
RECONCILIATION OF EARNINGS BEFORE INCOME TAXES, DEPRECIATION AND AMORTIZATION (EBITDA) TO NET INCOME (LOSS)

	6 months ending June 30, 2022	Year ending December 31, 2021	Year ending December 31, 2020
Net Income Attributable to Mr. Mango LLC and subsidiaries	$ 12,298,958	$ 9,575,676.00	$ 1,236,178.00
EXPENSES TO ADD BACK			
Depreciation, depletion, accretion, and amortization	228,664	974,827.00	287,047.00
Taxes	7,279,147	2,347,149.00	231,395.00
Interest expense	35,336	108,047.00	247,759.00
OTHER FINANCIAL DATA			
EBITDA (1)	$ 19,842,105	$ 13,005,699	$ 2,002,379

(1) EBITDA is a non-GAAP supplemental financial measure used by management and by external users of financial statements such as investors, research analysts, and others, to assess the financial performance of our assets and their ability to sustain distributions over the long term without regard to financing methods, capital structure, or historical cost basis.

EBITDA is defined as net income (loss) before interest expense, income taxes, and depreciation, depletion, and amortization.

EBITDA does not represent and should not be considered an alternative to, or more meaningful than, net income (loss), income from operations, cash flows from operating activities, or any other measure of financial performance presented in accordance with U.S. GAAP as measures of financial performance. EBITDA has important limitations as an analytical tool because it excludes some but not all items that affect net income (loss), the most directly comparable U.S. GAAP financial measure. The computation of EBITDA may differ from computations of similarly titled measures of other companies.

MR. MANGO LLC AND SUBSIDIARIES
UNAUDITED
INTERIM CONSOLIDATED FINANCIAL STATEMENTS
JANUARY 1, 2022 THROUGH JUNE 30, 2022

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Consolidated Financial Statements:	

MR. MANGO LLC AND SUBSIDIARIES
UNAUDITED INTERIM CONSOLIDATED BALANCE SHEETS

FOR THE 6 MONTHS ENDING JUNE 30,	**2022**
ASSETS	
Current assets:	
Cash and cash equivalents	$ 30,644,554
Accounts receivable, net	12,045,297
Due from related parties	1,105,457
Inventories, net	2,948,266
Software development costs, net	426,674
Contract costs to related parties	407,143
Prepaid expenses and other current assets	862,912
Total current assets	48,440,303
Property and equipment, net	500,231
TV / Film development costs, net	469,639
Non-current software development costs, net	3,433,723
Deferred tax asset	4,326,679
Equity-method investment	6,799,521
Derivative asset	4,129,874
Stock warrants	14,859,452
Investment other	830,000
Other non-current assets	2,997,657
Total assets	$ 86,787,079
LIABILITIES AND MEMBERS' EQUITY	
Current liabilities:	
Accounts payable	$ 1,395,329
Accrued liabilities	7,259,056
Accrued warrant expense to related parties	4,457,836
Accrued royalties to related parties	2,733,298
Deferred revenue, short-term	9,344,601
Tax liabilities	1,178,676
Other current liabilities	69,283
Total current liabilities	26,438,079
Notes payable, short-term	250,000
Deferred revenue, long-term	3,883,429
Total liabilities	30,571,508
Commitments and contingencies (see Note 12)	
Members' equity:	
Preferred Interests	43,960,792
Common Interests	830,819
Additional paid-in capital	167,424
Accumulated other comprehensive loss	(54,125)

Accumulated deficit	10,608,860
Members' equity of Mr. Mango LLC and subsidiaries	55,513,770
Noncontrolling interest	701,801
Total members' equity	56,215,571
Total liabilities and members' equity	$ 86,787,079

See accompanying notes to consolidated financial statements.

MR. MANGO LLC AND SUBSIDIARIES
UNAUDITED INTERIM CONSOLIDATED STATEMENTS OF INCOME AND COMPREHENSIVE INCOME

FOR THE 6 MONTHS ENDING JUNE 30,	**2022**
Revenue	$ 48,208,209
Cost of revenue	25,681,119
Gross profit	22,527,090
Operating expenses:	
Sales and marketing	4,254,129
General and administrative	9,732,717
Research and development	2,379,239
Total operating expenses	16,366,085
Income (loss) from operations	6,161,005
Other income (expenses):	
Interest income	541
Interest expense	(35,336)
Foreign currency exchange	358
Settlement income	5,059
Investment income	10,401,616
Change in fair value of derivative	1,415,471
Other non-operating income (expense)	1,388,847
Total other income	13,176,556
Income before income taxes	19,337,561
Income taxes	7,279,147
Net Income	**$ 12,058,414**
Net loss attributable to noncontrolling interests	(240,544)
Net Income Attributable to Mr. Mango LLC and subsidiaries	**$ 12,298,958**
Other comprehensive income (loss), net of provision for income taxes:	
Foreign currency translation gain/(loss)	(7,823)
Comprehensive income	$ 12,291,135
Basic net income (loss) per share	$ 14.47
Diluted net income (loss) per share	$ 10.71
Weighted average shares outstanding - basic	850,208

Weighted average shares outstanding - diluted	1,148,024

See accompanying notes to consolidated financial statements.

MR. MANGO LLC AND SUBSIDIARIES
UNAUDITED INTERIM CONSOLIDATED STATEMENTS OF CASH FLOWS

FOR THE 6 MONTHS ENDING JUNE 30,	**2022**
Cash Flows from Operating Activities:	
Net income	$ 12,058,414
Adjustments to reconcile net income to net cash used in operating activities:	
Depreciation and amortization	228,664
Unrealized gain warrants	(14,859,452)
Unrealized gain derivative asset	(3,500,531)
Realized foreign currency exchange gains	(357)
Share based compensation	977,567
Changes in operating assets and liabilities:	
Accounts receivable, net	4,368,843
Inventory	985,029
Prepaid expenses and other current assets	761,993
Capitalized software development costs	(841,794)
Accounts payable	(48,279)
Accrued liabilities and other liabilities	9,714,517
Tax liabilities	(10,148)
Deferred revenue	1,947,718
Net cash provided by operating activities	11,782,184
Cash Flows from Investing Activities	
Purchase of property and equipment	(1,746,444)
Purchase of equity method investments	(2,439,828)
Net cash used in investing activities	(4,186,272)
Cash Flows from Financing Activities	
Repayment of line of credit	250,000
Proceeds from sale of preferred shares	2,252,967
Redemption of common shares	(321,873)
Net cash provided by financing activities	2,181,094
Effect of exchange rate changes on cash	(33,464)
Net increase in cash	9,743,542
Cash - Beginning of Year	20,901,012
Cash - End of Year	$ 30,644,554

See accompanying notes to combined financial statements.

MR. MANGO LLC AND SUBSIDIARIES
NOTES TO UNAUDITED INTERIM CONSOLIDATED FINANCIAL STATEMENTS
JANUARY 1, 2022 THROUGH JUNE 30, 2022

1. ORGANIZATION AND NATURE OF BUSINESS

Mr. Mango LLC and subsidiaries (the "Company"), formed on June 2, 2010 as a California limited liability company ("LLC"), is a multi-platform entertainment company distributing intellectual property (IP) across comics, games, books, television shows, and movies and serves customers worldwide.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation The accompanying consolidated financial statements include the accounts of Mr. Mango LLC and its wholly owned subsidiaries: Bumbio LLC, Dark Stories LLC, Viltrumite Pants LLC, This is JoJo LLC, Boaty Boat Boat LLC, El El See LLC, Itchy Waters LLC, Blah Blah Boys LLC, Tea Hot LLC, HowYaKnow LLC, Fakakta Inc, Shoe Leather Digital Inc, Skybound Game Studios Inc., IBO, Skybound Interactive LLC and Skybound LLC and are prepared in conformity with accounting principles generally accepted in the United States of America ("US GAAP").

The Company, directly or through its subsidiaries, have majority owned subsidiaries including the accounts of Skybound Galactic, LLC and Skybound Stories, Inc. The ownerships interest not held by the Company are reflected as noncontrolling interest in these consolidated financial statements.

Collectively, all the companies above are referred to as the "Company" throughout these consolidated financial statements and accompanying notes. All significant intercompany accounts and transactions have been eliminated in consolidation.

The Company leases office space at 9570 W. Pico Blvd., Los Angeles CA 90035, from Blueberry & Chicken, LLC (B&C), a related party owned by two members of the Company and office space at 10911 Riverside Dr., North Hollywood CA 91602, from Spicy Sauce LLC (Spicy), a related party owned by three members of the Company. The Company consolidates all entities which the Company holds a controlling financial interest. For voting interest entities, the Company is considered to hold a controlling financial interest when the Company is able to exercise control over investees' operating and financial decisions. For Variable Interest Entities (VIE), the Company is considered to hold a controlling financial interest when it is determined to be the primary beneficiary. A primary beneficiary is a party that has both: (1) the power to direct the activities of a VIE that most significantly impact that entity's economic performance, and (2) the obligation to absorb losses, or the right to receive benefits, from the VIE that could potentially be significant to the VIE. The Company does not have the power to direct activities of B&C or Spicy. The Company does not have the obligation to absorb losses or rights to receive benefits. The Company has a variable interest in B&C and Spicy through a loan guarantee (see Note 8).

The determination of whether an entity is a VIE is based on the amounts and characteristics of the entity's equity discussed in New Developments Summary 2017-03, "Step-by-step approach to applying the VIE consolidation model: Updated for ASU 2015-02, *Amendments to the Consolidation Analysis,*" discusses a step-by-step approach to determining whether a legal entity is a VIE and, if so, whether a reporting entity is the primary beneficiary of the VIE and should, therefore, consolidate the VIE under the guidance in ASC 810. Following this guidance, B&C would not need to be reflected in the consolidated financial statements.

Noncontrolling Interests The Company accounts for the noncontrolling interests in consolidated subsidiaries under the provisions of Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 810, *Consolidation*, which requires that noncontrolling interests be reported as a separate component of members' equity and that net income or loss attributable to the noncontrolling interests and net income or loss attributable to the members of the Company be presented separately on the consolidated statements of income and comprehensive income.

Use of Estimates The preparation of consolidated financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of certain assets, liabilities, revenues, expenses, and disclosures as of the date of the consolidated financial statements and for the years then ended. Significant estimates affecting the consolidated financial statements, capitalization and recovery of development costs, such as the allowance for doubtful accounts, reserve for excess and obsolete inventories, certain accrued expenses, valuation of equity related grants, derivative assets, estimates related to revenue recognition when recognition is based on the inputs/time spent on the project and deferred tax assets have been prepared based on the most current and best available information. However, actual results from the resolution of such estimates and assumptions may vary from those used in the preparation of the consolidated financial statements.

Revenue Recognition Effective January 1, 2020, the Company adopted FASB ASC Topic 606, *Revenue from Contracts with Customers* ("ASC 606"), using the modified retrospective transition method. ASC 606 outlines a comprehensive five-step principles-based framework for recognizing revenue under US GAAP. Revenue recognition is evaluated through the following five steps:

1. *Identify the Contract(s) with a Customer:* A contract with a customer exists when (i) the Company enters into an enforceable contract with a customer that defines each party's rights regarding the goods or services to be transferred and identifies the payment terms related to those goods or services, (ii) the contract has commercial substance and, (iii) the Company determines that collection of substantially all consideration for goods or services that are transferred is probable based on the customer's intent and ability to pay the promised consideration. The Company applies judgment in determining the customer's intent and ability to pay, which is based on a variety of factors including the customer's historical payment experience and for new customers credit and financial information pertaining to the customer.

2. *Identify the Performance Obligations in the Contract:* Performance obligations promised in a contract are identified based on the goods or services that will be transferred to the customer that are both capable of being distinct, whereby the customer can benefit from the good or service either on its own or together with other resources that are readily available from third parties or from the Company, and are distinct in the context of the contract, whereby the transfer of the goods or services is separately identifiable from other promises in the contract. To the extent a contract includes multiple promised goods or services, the Company must apply judgment to determine whether promised goods or services are capable of being distinct and distinct in the context of the contract. If these criteria are not met the promised goods or services are accounted for as a combined performance obligation.

3. *Determine the Transaction Price:* The transaction price is determined based on the consideration to which the Company will be entitled in exchange for transferring goods or services to the customer. To the extent the transaction price includes variable consideration, the Company estimates the amount of variable consideration that should be included in the transaction price utilizing either the expected value method or the most likely amount method depending on the nature of the variable consideration.

4. *Allocate the Transaction Price to the Performance Obligations in the Contract:* If the contract contains a single performance obligation, the entire transaction price is allocated to the single performance obligation. Contracts that contain multiple performance obligations require an allocation of the transaction price to each performance obligation based on a relative standalone selling price (SSP) basis unless the transaction price is variable and meets the criteria to be allocated entirely to a performance obligation or to a distinct good or service that forms part of a single performance obligation. The consideration to be received is allocated among the separate performance obligations based on relative SSP's. The Company determines standalone selling price based on the price at which the performance obligation is sold separately. If the standalone selling price is not observable through past transactions, the Company estimates the standalone selling price taking into account available information such as market conditions and internally approved pricing guidelines related to the performance obligations. For subscription-based sales, if not sold stand-alone, the Company uses the residual method. Under the residual method, obligations with a SSP are first allocated their portion of consideration based on SSP and the amount remaining is applied to the remaining obligations.

5. *Recognize Revenue:* The Company disaggregates its revenue streams by type of service into three major categories that depict the nature, amount, timing, and uncertainty of revenues and related cash flows. The following depicts the primary revenue streams and recognition policies:

The Company generates revenue from the following sources:

- Product Sales: The sale of physical and digital products are earned by the Company based on a predetermined sales price, The product is delivered to customers in exchange for the stated rate, and as such these revenues are recognized by the Company when control of the promised goods or services are transferred to the customer, in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services, which is generally on delivery to the customer. After that point in time, the Company does not have remaining performance obligations related to the product sales.

- Licensing and Royalties from the sales of licensed intellectual property (IP): Licensing revenues are based on the functionality of the IP. When the IP is fully functional, the Company records revenues at the time the license is granted. If the license is deemed symbolic or is not yet functional, revenues are recorded over time when the customer begins deriving the benefits of the Company's IP over the estimated term of the contract period of benefit. The granting of a license for IP is often coupled with services co-publishing, production and marketing services (see paragraph below). The license and services fees require the Company to allocate the transaction price to the deliverables based on cost inputs and comparable fees. Royalty revenue

is generally recognized at a point in time when merchandise is sold, as it is considered a sales-based royalty in accordance with ASC 606. After the term of the agreement, the Company does not have remaining performance obligations related to licensing.

- Production and marketing services: Services revenues are fixed and determinable and is earned by the Company based on a predetermined amount. The service is delivered to the customers throughout the production schedule in exchange for stated rate, and as such this revenue is earned by the Company over time and recognized as a % of completion against actual costs. After production wraps, the Company does not have the remaining performance obligations related to producing services.

The adoption of ASC 606 did not result in an adjustment to the opening balance of members' equity at January 1, 2020.

Impact of Coronavirus Pandemic In December 2019, a novel strain of coronavirus disease ("COVID-19") was first reported in Wuhan, China. On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic. The global and domestic response to the COVID-19 outbreak continues to rapidly evolve. To date, certain responses to the COVID-19 outbreak have included mandates from federal, state and/or local authorities to mitigate the spread of the virus, which have adversely impacted global commercial activity and have contributed to significant volatility in financial markets. The COVID-19 outbreak and associated responses could result in a material impact to the Company's future results of consolidated operations, cash flows and financial condition; however, at this time the extent to which COVID-19 may impact the Company's consolidated financial condition or results of operations is uncertain.

Cash and Cash Equivalents Cash and cash equivalents include all cash balances and highly liquid investments with original maturities of three months or less.

Accounts Receivable and Allowance for Doubtful Accounts Accounts receivable are stated at amounts due from customers, net of an allowance for doubtful accounts, and the Company generally does not require collateral. As a general policy, the Company determines an allowance for doubtful accounts by considering a number of factors, including the length of time trade accounts receivable are past due, the Company's previous loss history, the customer's current ability to pay its obligation to the Company, and the condition of the general economy and industry as a whole. Receivables are written off against the allowance for doubtful accounts in the year deemed uncollectible after all reasonable methods of collection have been exhausted. No allowance for doubtful accounts was deemed necessary as of June 30,2022.

Financial Instruments and Concentrations of Business and Credit Risk Financial instruments that potentially subject the Company to concentrations of business and credit risk consist primarily of cash and cash equivalents and accounts receivable.

The Company maintains cash and cash equivalents balances that at times exceed amounts insured by the Federal Deposit Insurance Corporation. The Company has not experienced any losses in these accounts and believes it is not exposed to any significant credit risk in this area.

The Company's accounts receivable, which are unsecured, expose the Company to credit risks such as collectability and business risks such as customer concentrations. The Company mitigates credit risks by investigating the creditworthiness of customers prior to establishing relationships with them, performing periodic reviews of the credit activities of those customers during the course of the business relationship, and recording allowances for doubtful accounts when these receivables become uncollectible.

The Company's supplier concentrations expose the Company to business risks which the Company mitigates by attempting to diversify its supply chain. No individual supplier accounted for at least 10% of the Company's purchases for the six-month period ending June 30, 2022.

Inventories Inventories, work-in-process and finished goods, are stated at the lower of cost or net realizable value, net of a reserve. Cost is determined using standard costs, which approximates average costing. The Company evaluates the need for reserves on inventories associated with obsolete, slow-moving, and non-sellable inventories by reviewing estimated net realizable values on a periodic basis.

Property and Equipment Property and equipment are stated at cost, net of accumulated depreciation and amortization. Depreciation and amortization are provided for using the straight-line method over the estimated useful lives of the related assets, ranging from three to fifteen years.

Property and equipment	Useful lives
Leasehold improvements	Lesser of lease life or asset life
Equipment and vehicles	Five to ten years

Betterments, renewals, and extraordinary repairs that materially extend the useful life of the asset are capitalized; other repairs and maintenance charges are expensed as incurred.

The cost and related accumulated depreciation and amortization applicable to assets retired are removed from the accounts, and the gain or loss on disposition, if any, is recognized in the consolidated statement of income for that period.

Recoverability of Long-Lived Assets The Company accounts for the impairment and disposition of long-lived assets in accordance with FASB ASC Subtopic 360-10-35, *Property, Plant, and Equipment – Overall – Subsequent Measurement* ("ASC 360"). In accordance with ASC 360, the Company reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The Company measures recoverability of assets to be held and used by comparing the carrying amount of an asset to future undiscounted net cash flows that it expects the asset to generate. When an asset is determined to be impaired, the Company recognizes the impairment amount, which is measured by the amount that the carrying value of the asset exceeds its fair value. No impairment losses were recognized for the six-month period ending June 30, 2022..

Software Development Costs Software development costs include payments made to independent software developers under development agreements for various digital games. Software development costs are capitalized once technological feasibility of a product is established and such costs are determined to be recoverable. Technological feasibility of a product requires both technical design documentation and game design documentation, or the completed and tested product design and a working model. For products where proven technology exists, this may occur early in the development cycle. Significant management judgments and estimates are applied in assessing when capitalization commences for software development costs and the evaluation is performed on a product-by-product basis. Prior to a product's release, if and when we believe capitalized costs are not recoverable, we expense the amounts as part of research and development costs. Capitalized costs for products that are canceled or are expected to be abandoned are charged to Development Costs.

Commencing upon a product's release, capitalized software development costs are amortized to "Cost of sales" based on the ratio of current revenues to total projected revenues.

Software development costs are stated at cost. Once a game is released, amortization of capitalized production costs is computed based on actual revenues achieved as a percentage of the expected lifetime revenue. As the lifetime revenue amount is a project that can change with updated expectations, amortization can fluctuate each month. Our software development costs are generally amortized in full within 12 months.

Film and TV Costs Film and TV costs include direct costs incurred in the production of a film, including costs related to the creation of the story. These costs are capitalized. Amortization begins once a project is completed and starts generating revenue.

Equity-Method Investments The Company has investments accounted for under equity method because management believes the Company has significant influence, but not control. During the year ended December 31, 2021, the Company recognized $62,605 in losses resulting from the portion of net losses attributable to its ownership interest.

MR. MANGO LLC AND SUBSIDIARIES
NOTES TO UNAUDITED INTERIM CONSOLIDATED FINANCIAL STATEMENTS
JANUARY 1, 2022 THROUGH JUNE 30, 2022

At-Cost Investments In accordance with FASB ASC Subtopic 321-10-35-2, *Investments – Others – Cost Method Investments*, investments where the Company does not have a significant influence are accounted for at cost. The Company reviews all material investments on an annual basis to determine whether a significant event or change in circumstances has occurred that may have an

adverse effect on the fair value of the investment. In the event the fair value of the investment declines below the cost basis, the Company will determine if the decline is other than temporary. If the decline is determined to be other than temporary, an impairment charge is recorded. There was no impairment recorded for the six-month period ending June 30, 2022. During the years presented, our investments, at cost, were not significant.

Derivative Instruments The Company accounts for free-standing derivative instruments in accordance with ASC 815, which establishes accounting and reporting standards for derivative instruments and hedging activities, including certain derivative instruments embedded in other financial instruments or contracts and requires recognition of all derivatives on the consolidated balance sheet at fair value. Changes in fair value of the derivative instruments are recorded in the consolidated statement of income and comprehensive income.

Fair-Value of Financial instruments Three different asset levels were introduced by the U.S. FASB to bring clarity to corporations' balance sheets. Level 1 assets include listed stocks, bonds, funds, or any assets that have a regular mark-to-market mechanism for setting a fair market value. These assets are considered to have a readily observable, transparent prices, and therefore a reliable fair market value. Level 2 assets are financial assets and liabilities that do not have regular market pricing, but whose fair value can be determined based on other data values or market prices. Level 3 assets are financial assets and liabilities considered to be the most illiquid and hardest to value. They are not traded frequently, so it is difficult to give them a reliable and accurate market price.

The Company's forward purchase contract to acquire equity shares of 5th Planet Games is considered a free-standing derivative reported at fair value. 5th Planet Games shares are traded at Euronext, thus their shares are considered to have a readily determinable fair value. We estimated the fair value based on the fixed price per share and the closing price per share. We determine this derivative is a Level 2 instrument.

Deferred Issuance Costs Deferred issuance costs paid in connection with obtaining long-term financing are capitalized and amortized using the straight-line method, which approximates the effective-interest method over the term of the related financing. The Company complies with the requirements of ASC 340, Other Assets and Deferred Costs, with regards to offering costs. Prior to the completion of an offering, offering costs are capitalized. The deferred offering costs are charged to additional paid-in capital or as a discount to debt, as applicable, upon the completion of an offering or to expense if the offering is not completed.

Leases and Deferred Rent The Company categorizes non-cancellable leases at their inception as either operating or capital leases in accordance with FASB ASC Topic 840, *Leases*. Costs for operating leases that include payment escalations or incentives, such as rent abatements, are recognized on a straight-line basis over the term of the lease, which results in a deferred rent liability and is recorded on the consolidated balance sheets. Additionally, inducements received from lessors are treated as a reduction of costs over the term of the agreement. The Company recorded a deferred rent liability of $129,084.54 related to future rent payment escalations and rent abatements as of June 30, 2022. Costs for capital leases are capitalized at the present value of the future minimum lease payments, less any taxes and fees, with the corresponding obligation recorded in liabilities. The capital leases are amortized in accordance with the Company's property and equipment policies and the corresponding obligations are reduced as lease payments are made.

Advertising Advertising costs are expensed as incurred and amounted to $1,469,577 for the six-month period ending June 30, 2022. Advertising costs are included in operating expenses on the accompanying consolidated statements of income and comprehensive income.

Equity Incentive Plan During 2018, the Company adopted an incentive interest plan, in which the Company may grant certain incentive interests to key employees and board members. The incentive interests are subject to vesting over time or based on the Company's financial performance. FASB ASC Topic 718, *Compensation – Stock Compensation* ("ASC 718"), requires that all share-based payments to employees and board members be recognized in the consolidated statement of income and comprehensive income over their vesting period based on the fair value of those awards calculated using an option valuation model on the grant date. The Company issued it's first two grants in January.

Foreign Currency Matters The functional currency of the Company is the United States dollar. The functional currency of the Skybound Games Europe BV is the Euro and Skybound Games UK Limited is the British Pound. The financial statements of the Company's subsidiaries were translated to United States dollars in accordance with ASC 830, Foreign Currency Translation Matters, using period-end rates of exchange for assets and liabilities, and average rates of exchange for the year for revenues and expenses. Gains

and losses arising on foreign currency denominated transactions are included in consolidated statements of income and comprehensive income.

Sales Taxes Sales and similar taxes collected by the Company are netted with the corresponding sale to the customer. The Company collects said sales tax from customers and remits the entire amount to the state.

VAT Taxes The Company tracks collected and paid VAT tax. The Company nets the collections with the payments and files returns quarterly.

Delivery Costs All costs of delivery are included in Cost of Sales. Delivery costs were $2,065,012 for the six-month period ending June 30, 2022.

Basic and Diluted Income (Loss) Per Share The Company follows Financial Accounting Standards Board ("FASB") ASC 260 Earnings per Share to account for earnings per share. Basic earnings per share ("EPS") calculations are determined by dividing net income (loss) by the weighted average number of shares of common shares outstanding during the year. Diluted earnings per share calculations are determined by dividing net income by the weighted average number of common shares and dilutive common share equivalents outstanding. Dilutive common share equivalents include the dilutive effect of in-the-money share equivalents, which are calculated, based on the average share price for each period.

The following is a summary of outstanding securities which have been included in the calculation of diluted net income per share and reconciliation of net income to net income available to common stockholders for the six months ending June 30, 2022:

As of June 30, 2022		
Weighted average common shares outstanding used in calculating basic earnings per share		850,208
Effect of Series A and B Preferred Interests		110,500
Effect of Common Interest Appreciation Rights		187,316
Weighted average common shares outstanding used in calculating diluted earnings per share		1,148,024
Net income as reported	$	12,291,135
Diluted income per Share	$	10.71

Recently Issued Accounting Pronouncements In February 2016, the FASB issued Accounting Standards Update ("ASU") 2016-02, *Leases* (*Topic 842*) ("ASU 2016-02"). The new standard establishes a right-of-use ("ROU") model that requires a lessee to record a ROU asset and a lease liability, measured on a discounted basis, on the consolidated balance sheets for all leases with terms greater than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the consolidated statements of income. A modified retrospective transition approach is required for capital and operating leases existing at the date of adoption, with certain practical expedients available. The Company is currently in the process of evaluating the potential impact of this new guidance, which is effective for the Company beginning on January 1, 2022.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments - Credit Losses (Topic 326)* (*"*ASU 2016-13*"*), which in conjunction with subsequent amendments issued by FASB amends the FASB's guidance on the impairment of financial instruments. The ASU adds to US GAAP an impairment model (known as the "current expected credit loss model") that is based on expected losses rather than incurred losses. For private companies, ASU 2016-13 is effective for annual reporting periods beginning after December 15, 2022. Early adoption is permitted. The Company is currently evaluating the timing and impact of adoption on the Company's consolidated financial statements.

3. INVENTORIES

Inventories consist of the following:

As of June 31, 2022	
Finished goods	$ 2,250,950
Work-in-process	697,316
Inventories, net	$ 2,948,266

4. SOFTWARE DEVELOPMENT AND CAPITALIZED PRODUCTION COSTS

The following table summarizes the components of software development and capitalized production cost balances:

		June 30, 2022		
	Average Life (in years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Software development costs completed	less than one year	$ 526,315	$ (99,641)	$ 426,674
Software development costs in process	n/a	4,152,355	(718,632)	3,433,723
Capitalized TV/Film production in process	1-2	797,814	(328,175)	469,639
Total capitalized development and production costs		$ 5,476,484	$ (1,146,448)	4,330,036

5. PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

As of June 30, 2022	
Leasehold improvements	$ 59,028
Furniture and fixtures	291,822
Computers	416,609
Machinery and equipment	927,782
Vehicles	300,000
Less: accumulated depreciation	(1,495,010)
Property and equipment, net	$ 500,231

Depreciation expense related to property and equipment was $125,463 for the six-month period ending June 30, 2022.

6. EQUITY INVESTMENT

In August 2021, the Company entered into a multi-tranche investment in 5th Planet Games A/S, a Danish interactive game company publicly listed on the Euronext stock exchange. The investment provides an opportunity for the Company and 5th Planet Games to bring other games to market. The Company has entered into separate commercial deals outside of the investment agreement. In August 2021, we purchased 21,677,765 shares at $0.069 per share or $1,500,000. As of June 30, 2022 the Company's ownership in 5th Planet Games was 35.51%.

The Company has the right and obligation to purchase additional interests as follows:

	Investment Shares	Cost/Share in NOK	Estimated investment in NOK	$USD Exchange Rate	Estimated investment in USD	Upon
Tranche 3	43,355,530	0.61	26,446,873	0.1118	2,956,760	August 2022
Tranche 4	50,581,452	0.61	30,854,686	0.1118	3,449,554	August 2023
	93,936,982		**$ 57,301,559**		**$ 6,406,314**	

The Company has the opportunity to acquire additional shares at NOK 0.90, per share, in the event 5th Planet Games' market capitalization reaches the following amounts:

	Milestone Warrants	Upon Market Value of (NOK)	Upon Market Value of (USD equity)
Tranche 1	4,241,438	$ 60,000,000	$ 6,708,000
Tranche 2	4,241,438	75,000,000	8,385,000
Tranche 3	4,241,438	100,000,000	11,180,000
Tranche 4	4,241,438	125,000,000	13,975,000
Tranche 5	14,138,130		
	31,103,882		

In August 2022, the Company completed its three tranche investment, increasing the Company's ownership to 47.1%. The final tranche payment will be in 2023 at which point the Company will have control over 5th Planet Games. See Note 19 Subsequent Events for discussion of additional investments made in 2022.

This forward purchase agreement is accounted for as a derivative. We determined the estimated fair value in August 2021 to be approximately $2.7 million on the date of commitment. Such value was ascribed to the license of IP. We believe that the expected license term will be approximately five years. As of June 30, 2022, the estimated fair value was $4,129,874.

On May 8, 2017, the Company sold contract rights and IP assets to a private company for the total of $16.5 million and upon the earlier of (1) as of immediately prior to the consummation of a Liquidation Event or (2) May 8, 2022, the purchasing company would issue Seller a warrant for 481,824 shares of the purchasing company's common stock at an exercise price of $0.01 per share and otherwise with substantially the same terms as the Warrants. According to the agreement, the purchase price of $16.5 million as allocated as follows; $8,085,000 to the contract rights with a remaining term of approximately two years recognized as royalty income and $8,415,000 for purchase of IP rights recognized as other income. As the future warrants had an uncertain date of issuance and uncertain valuation, the value was deemed indeterminable and was not recorded May 2017. On May 8, 2022, the Company received the warrants of 481,824 shares of stock at an exercise price of $0.01.

7. ACCRUED LIABILITIES

The Company accrues for all expenses incurred but not billed.

As of June 30, 2022	
Accrued tax liability	$ 4,435,498
Accrued royalties and commissions	1,546,226
Accrued compensation and related benefits	1,086,113
Accrued marketing services	150,000
Accrued other	41,219
Accrued other liabilities	$ 7,259,056

The Company has a royalty agreement with one of its members (see note 11).

8. LINE OF CREDIT

On September 25, 2020, the Company entered into a credit agreement with East West Bank for a revolving line of credit which permits borrowings up to $8,000,000. The rate of interest will fluctuate based on an applicable margin plus the Prime Rate or LIBOR, as applicable. The interest rate shall in no event be less than 3.75% per annuum. The current rate is 0.25% less than the Prime Rate (effective rate of 3.75% on June 30, 2022) and no interest is charged on the unused balance. The agreement is secured by substantially all the Company's negotiable collateral and intellectual property collateral, is subject to certain financial covenants, and expires on September 25, 2023. On June 30, 2022, the outstanding balance on the line was $250,000. The Company believes it is in compliance with or has received waivers for all of the restrictive covenants on June 30, 2022.

Loan fees are being amortized using the straight-line method, which approximates the effective interest rate method over the term of the Loan. Amortization of loan fees is included in interest expense.

9. BACKSTOP ARRANGEMENT

On September 25, 2020, the Company entered into an unsecured agreement with one of its members to advance up to $5,000,000 to East West Bank, the lender on the Company's revolving line of credit ("Backstop Note"). The Backstop Note accrues interest at 7% per annum and, unless converted to equity, would be due at the six-month anniversary of the line of credit or March 25, 2024. The advances would be in effect if the Company is unable to repay its line of credit with East west Bank as lender and the lender calls for borrowings under the Backstop Note. Any borrowings and any unpaid interest on the Backstop Note are able to be converted into an equivalent amount of the Company's equity at 80% of the then-current Series A Preferred Unit price.

In addition to the convertible note and as part of the Backstop arrangement, the Company issued 1,725 warrants to purchase Common Interests in the Company for an exercise price of $10.00. The Company recorded the fair value of the warrant issued to the member as a deferred issuance cost associated on the date when the warrant was granted. Fair value of the warrants was $97,331, as determined using a market approach valuation.

The deferred issuance cost will be amortized on a straight-line basis over the stated term of the line of credit, i.e., the access period.

10. MEMBERS' EQUITY

Series A Preferred Interests During the year ended December 31, 2021, the Company issued Series A Preferred Interests at a value of $290 per Series A Preferred Interest. Certain Series A Preferred Interests were also issued in 2020 for the same purchased value of $290. Preferred Interests will receive preference in liquidation over Common Interests up to $290 per Series A Preferred Interest, and then pro-rata with all members of the company, and their total return is capped at two times the liquidation preference. Holders of Series A Preferred Interests are entitled to participate in non-liquidating distributions in proportion to each member pro-rata share. Preferred Interests can convert into Common Interests on a one-to-one basis, subject to certain anti-dilution adjustments upon the consent of the holders of at least two-thirds of the outstanding Series A Preferred Interests or mandatorily upon Initial Public Offering. Series A Preferred Interests also have certain voting privileges such as approval of mergers, liquidation of the company, creation of new securities, incurrence or guarantee of debt, changing the primary business of the Company, dividends or distributions, among others.

Series B Preferred Interests During the year ended December 31, 2021, the Company issued 55,098 Series B Preferred Interests at a value of $290 per Series B Preferred Interest. Series B Preferred Interests have liquidation, dividend, conversion and voting rights similar to Series A Preferred Interests except that conversion of Series B Preferred Interests into Common Interests is subject to approval by the holders of a majority of the outstanding Series B Preferred Interests.

Common Interests Common Interests were granted to the founding members of the Company. Once the liquidation preference has been met, Common Interests can receive distribution pro-rata with all members according to the number of Common Interests held. The Company redeemed 9,034 and 2,372, Common Interests in 2021 and 2020 on a pro rata basis, respectively.

Warrants In connection with the issuance of Preferred Interests with one of its members, in December 2019, the Company issued 1,826 warrants to purchase Series A Preferred Interests. The warrants have an exercise price per Series A Preferred Interest of $548 and an aggregate purchase price of $1,000,000. The warrants vest over four years in the following manner: 460 Series A Preferred Interests at December 13, 2020; 453 Series A Preferred Interests at December 31, 2021; 460 Series A Preferred Interests at December 31, 2022;

and 453 Series A Preferred Interests at December 13, 2023. At December 31, 2021, the company had 913 warrants outstanding and 913 that are exercisable. The fair value of the warrants was estimated at issuance date using a market approach valuation. The grant date fair value of the outstanding warrants was $7,750, recorded in members' equity upon issuance as the warrants will be settled with Series A Preferred Interests. The company recorded $7,750 and will record $3,844 and $3,905 in 2022 and 2023, respectively.

Acquisition on Noncontrolling Interests On November 24, 2021 Mr. Mango LLC increased its interest in Skybound Games Studios, Inc. from 70% to 100% by issuing "Common Interests" to the holders of the minority interests. Common interests are equivalent to common equity units in the LLC per LLC Operating Agreement. The amount of Common Interests issued by the Company to both parties amount to 2,286.

On November 24, 2021 the Company also issued the sellers stock appreciation rights referred to as Common Interest Appreciation Right Units (CIARs). Each seller received 13,031 CIAR Units. 20% of CIAR vest immediately on the grant date, at the fair market value of $290, while 80% of granted CIARs vest quarterly over the period through July 1, 2025, according to the terms of Common Interest Appreciation Rights Agreement (CIAR Agreement). As of June 30, 2022, the CIARs were 40% vested. The grant date fair value of $5,561,206.

The Company recognizes the vesting of CIARs, post acquisition date on November 24, 2021 as compensation expense for post-acquisition services, measured at fair value on the grant date The Company recognized $92,687 of expense in December 2021. The Company will recognize the compensation expense ratably from the grand date of November 24, 2021 through the end of the vesting period of July 1, 2025.

Terms of CIAR agreement define certain contingent redemption by the Company including potential redemption of vested CIARs in cash.

Incentive Plan The Company has reserved 99,300 Common Interests for issuance under the Mr. Mango LLC 2019 Equity Incentive Plan. The Company started making issuances under this plan starting in January of 2022.

11. RELATED PARTY TRANSACTIONS

The Company is a guarantor on a mortgage loan for B&C and Spicy. The loan balance as of June 30, 2022 amounted to $19,413,019 and $8,024.000, respectively. Both notes are secured by buildings owned by B&C and Spicy and leased to the Company. The Company may be required to perform under the notes should B&C and/or Spicy default on its obligations. Management does not anticipate any requirement to pay in the near future. Management believes the Company, B&C and Spicy are following any covenants and restrictions related to both loans.

The Company leases 9570 W. Pico Blvd., Los Angeles CA 90035, under an operating lease agreement from B&C and 10911 Riverside Dr., North Hollywood CA 91602, under an operating lease from Spicy. The Company currently makes monthly payments until March 2029. The 2022 monthly lease payments to B&C and Spicy are $90,812 and $46,920, respectively. The agreement provides for annual increases of 2% of base rent in the immediately preceding year. Rent due to B&C and Spicy totaled $0 as of June 30, 2022.

The Company incurs expenses to make building improvements which are reimbursed by B&C and Spicy. As of June 30, 2022, B&C and Spicy owes the Company $287,286 and $528,171, respectively, for building improvements recorded in Due from Related Parties on the consolidated balance sheet.

The Company has a royalty agreement with one of its members for 15% on sales of comics, and sales at conventions and merchandise sold, 30% on local licensing and 70% on international comic licensing. Total royalty expense to related parties of $3,278,750 was incurred for the six-month period ending June 30, 2022.

As of June 30, 2022, the Company had two outstanding, related party, loan receivables totaling in the amount of $290,000. The Company calculates interest at 2.05% per annum. The loans can be paid off any time prior to their due dates of May 23, 2023, and July 23, 2026

12. COMMITMENTS AND CONTINGENCIES

Operating Leases The Company is obligated under non-cancellable operating leases for certain facilities and equipment which expire on various dates through December 2026. Total rent expense to related parties, B&C and Spicy was $19,413,019 and $8,024,000, respectively for the six months ending June 30, 2022 (see Note 11). Total rent expense including tax expense to unaffiliated parties was $787,310 for the six months ending June 30, 2022 (see Note 10). Rent expense is included in cost of goods sold and operating expenses on the accompanying consolidated statements of income.

The following is a summary of future annual minimum lease payments on all operating leases as of:

	Related Party (see Note 9)	Straight-Line Rent Expense	Deferred Rent Ending Balance
2022	$ 1,512,032	$ 1,560,898	$ (157,884)
2023	1,683,033	1,710,391	(185,241)
2024	1,716,694	1,710,391	(178,938)
2025	1,751,027	1,710,391	(138,302)
2026	1,786,048	1,710,391	(62,644)
2027	618,594	597,971	(42,021)
2028	630,966	597,971	(9,024)
2029	158,519	149,492	-
Total	$ 9,856,913	$ 9,747,896	$ -

Litigation the Company is subject to certain legal proceedings and claims that arise in the normal course of business. The Company does not believe the amount of liability, as a result of these types of proceedings and claims will have a materially adverse effect on the Company's consolidated financial position, results of operations, and cash flows.

From time to time, the Company encounters content and items for sale that may infringe their copyrights, trademarks, and domain names available on various online retail and streaming platforms and other websites, such as unauthorized fan reviews featuring extensive copying of Company-owned properties, unauthorized shows that copy the look and feel of Company owned digital content and unauthorized t-shirts bearing the Skybound logo or free downloads of comic book issues. The company addresses such possible infringement in the ordinary course of business consistent with advice of the Company's counsel.

In connection with a third-party software development contract breach, the Company received a settlement of $2,000,000, in 2020, recorded as Settlement Income in Other Income on the consolidated statement of income and comprehensive income. The counterparty failed to develop a game by a certain release date which created missed opportunities for the Company in terms of publishing and other opportunities.

The corporate headquarters was served with a civil lawsuit on January 15, 2021 alleging negligence that led to a trip and fall on the sidewalk outside of the corporate headquarters building. Neither the Company nor any Company Subsidiary is a party to any litigation at this time. The Company is making this disclosure for informational purposes.

13. REVENUES

The company generates revenue primarily through the sale of physical and digital product, licensing and royalties, and certain services, including production and marketing services. In accordance with ASC 606, the following table represents a disaggregation of the Company's revenue for the six-month period ending June 30, 2022:

For the six-month period ending June 30, 2022		%
Physical product sales	$ 7,275,915	15%
Digital product sales	3,442,275	7%
Licensing and royalty	14,442,624	30%
Services	22,350,167	47%
Other	697,228	1%
Net sales	$ 48,208,209	100%

In accordance with ASC 606, the following table represents a disaggregation of the Company's revenue for the six months ending June 30, 2022, which is recognized over time:

Deferred revenue rollforward for the six-month period ending June 30, 2022

	Beginning Balance	New Transactions	Revenue	Ending Balance
Physical product	$ 1,997,343	$ 263,722	$ (1,580,312)	$ 680,753
Licensing and royalties	3,642,657	2,692,000	(3,499,154)	2,835,503
Services	5,640,313	20,758,528	(16,687,067)	9,711,774
	$ 11,280,313	**$ 23,714,250**	**$ (21,766,533)**	**$ 13,228,030**

The Company engages in kickstarter campaigns that generate revenue on unfulfilled campaigns. The Company classifies these revenues as deferred and recognizes the revenue at the point the campaign reaches fulfillment. The average length of a Kickstarter is fifteen months.

Future annual revenues from deferred revenues are as follows:

2022	2023	2024	2025	2026
$ 8,218,324	**$ 1,592,881**	**$ 609,547**	**$ 542,881**	**$ 316,680**

14. EMPLOYEE BENEFIT PLAN

The Company maintains a 401(k) retirement plan (the "Plan") that covers eligible employees of the Company. Under the terms of the Plan, employees may make voluntary contributions, subject to certain limitations, and the Company may make discretionary contributions to the Plan. The Company contributed $135,187 for the six-month period ending June 30, 2022, which is included in operating expenses on the accompanying consolidated statements of income and comprehensive income. The contributions represent 100% match of the employee's 401(k) contributions after three months of employment, based on contributions up to 4%.

15. SUBSEQUENT EVENTS

The Company evaluated subsequent events that occurred from July 1, 2022 through the date of the independent auditor's report, which is the date that the consolidated financial statements were available to be issued, and determined that there were no subsequent events or transactions that required recognition or disclosure in the consolidated financial statements, except as noted below:

In August 2022, the Company entered into a multi-tranche investment and made the first tranche payment of $2,000,000 in Mega Cat Studios, a private video game development company. Game development resources are extremely tight, so this investment allows the Company to lock in future product flow more reliably

.

In September 2022 we created a new subsidiary, Skybound Japan. The purpose of this entity is to explore opportunities in Anime TV development.

In August 2022, the Company paid $2,702,429 for the third tranche of its investment in 5th Planet Games, increasing the Company ownership to 47.1% (see note 6).

On October 24, 2022 the managing members approved a forward limited liability company equity interest split for which 7.18732 limited liability company equity interests will be exchanged for each Common Interest and Preferred Interest held. All limited liability company equity interests and related amounts have been retroactively restated for all periods presented.

Items 16/17

Index to Exhibits/Description of Exhibits

Exhibit Number	Description
1.1	Engagement Agreement with OpenDeal Broker LLC
2.1	Sixth Amended and Restated Limited Liability Operating Agreement*
2.2	First Amendment to the Sixth Amended and Restated Limited Liability Operating Agreement*
2.3	Second Amendment to the Sixth Amended and Restated Limited Liability Operating Agreement*
2.4	Third Amendment to the Sixth Amended and Restated Limited Liability Operating Agreement*
3.1	Warrant to Purchase Shares of Common between Bumbio LLC, Skybound Interactive, LLC, and Scopely, Inc.
4.1	Subscription Agreement
6.1	Secured Loan Agreement between Mr. Mango LLC and Ian Howe
6.2	Investment Agreement between 5th Planet Games A/S and Skybound Game Studios, Inc.
6.3	Master Agreement between East West Bank and Skybound Game Studios
11.1	Consent of dbbmckennon
12.1	Legal Opinion of Ross Law Group, PLLC

* Previously filed

SIGNATURES

Pursuant to the requirements of Regulation A, the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form 1-A/A and has duly caused this offering statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on November 28, 2022.

MR. MANGO LLC

By: */s/ David Alpert*
Name: David Alpert
Title: CEO (Principal Executive Officer)

Pursuant to the requirements of the Securities Act of 1933, this Form 1-A/A has been signed by the following persons in the capacities and on the dates indicated.

/s/ David Alpert
Name: David Alpert
Title: CEO, Secretary, and Manager
Date: November 28, 2022

/s/ Jon Goldman
Name: Jon Goldman
Title: Chairman and Manager
Date: November 28, 2022

/s/ Robert Kirkman
Name: Robert Kirkman

Title: Chairman, Chief Creative Officer, and Manager
Date: November 28, 2022

/s/ Carmen Carpenter

Name: Carmen Carpenter
Title: Manager
Date: November 28, 2022

Exhibit 1.1

DRAFT ENGAGEMENT AGREEMENT

This Engagement Agreement (this "Agreement") is effective as of July 25, 2022 and amended August 22, 2022 (the "Effective Date") by and among Mr. Mango LLC ("Issuer"), and OpenDeal Broker LLC dba the Capital R ("ODB"), a New York limited liability company. Issuer and ODB are hereby referred to collectively as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, ODB is a FINRA registered private placement broker-dealer;

WHEREAS, Issuer intends to issue certain securities in compliance with the Securities Act including, but not limited to, exemptions from registration under the Securities Act, such as Rule 506(b), 506(c), Regulation S, and Regulation A/A+ to the extent described on Schedule A ("Private Security(ies)"); and

WHEREAS, Issuer wishes to engage ODB, and ODB wishes to accept such engagement, to host the offering(s) of the Private Securities (each an "Offering" and if multiple, collectively the "Offerings") and to perform related services with respect thereto.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions set forth herein, and intending to be legally bound, the Parties hereby agree as follows:

1 DEFINITIONS

1.1 "Action" shall have the meaning set forth in Section 7.2 of this Agreement.

1.2 "Affiliate" means any person that is directly or indirectly, through one or more intermediaries, Controlling, Controlled by, or under common Control with, one of the Parties hereto. For purposes of this definition, "Control" shall mean possessing, directly or indirectly, the power to direct or cause the direction of the management, policies, and operations of a person, whether through ownership of voting securities, by contract, or otherwise.

1.3 "Books and Records" shall have the meaning set forth in Schedule B-1.

1.4 "Branding" means trademarks, service marks, domain names, logos, links, navigation, and other indicators of origin.

1.5 "Content" means any or all text, images, video, audio, graphics, and other data, products, materials, services, text, pointers, technology, code, language, functions, and software, including Branding.

1.6 "Close" and "Closing" means the time at which the terms of the Offering are met for any Subscriber and the investment is deemed accepted and irrevocable.

1.7 "Disclosing Party" shall have the meaning set forth in Section 5.1.

1.8 "Exchange Act" means the Securities Exchange Act of 1934, as amended.

1.9 "Escrow Agent" means either a (i) registered broker or dealer that carries customer or broker or dealer accounts and holds funds or securities for those persons; or (ii) bank or credit union (where such credit union is insured by National Credit Union Administration) that has agreed in writing either to hold the funds in escrow for the persons who have the beneficial interests therein and to transmit or return such funds directly to the persons entitled thereto when so directed by ODB, or to maintain a bank or credit union account (or accounts) for the exclusive benefit of investors and the issuer.

1.10 "Escrow Account" means an account managed by an Escrow Agent for the benefit of the Offering.

1.11 "Fees" shall have the meaning set forth in Section 3.1 of this Agreement.

1.12 "FINRA" means the Financial Industry Regulatory Authority, Inc. or any successor thereto.

1.13 "Investor(s)" means persons who subscribe to Issuer's Offering and a Closing on such Offering occurs.

1.14 "Issuer Branding" means all Branding (other than from ODB) used by Issuer and includes any Branding provided by Issuer to ODB for use on the Private Placements Platform .

1.15 "Issuer Content" means the Content owned by, licensed for use by, or otherwise permitted to be used by Issuer in any manner, which for the avoidance of doubt shall in no event include ODB Content.

1.16 "Issuer Indemnified Parties" shall have the meaning set forth in Section 7.3 of this Agreement.

1.17 "Issuer Name" means, and includes, the name of Issuer or any of its Affiliates, or the name of any member, stockholder, partner, manager, or employee of Issuer or any of its Affiliates, or any trade name, trademark, logo, service mark, symbol or any abbreviation, contraction, or simulation thereof owned or used by Issuer or any of its Affiliates.

1.18 "Issuer Site" means those internet sites as set forth on Schedule A maintained by the Issuer or an Affiliate of the Issuer for the purpose of offering the Private Securities.

1.19 "Law" or "Legal Requirement" means any statute, law, ordinance, rule, or regulation, or any order, judgment, directions, guidance or plan, of any court, arbitrator, department, agency, authority, instrumentality, or other body, whether federal, state, municipal, foreign, self-regulatory, or other that governs the activities of either of the Parties.

1.20 "Losses" shall have the meaning set forth in Section 7.2 of this Agreement.

1.21 "Material" means information that a reasonable Investor would consider important in deciding whether or not to purchase the Private Securities.

1.22 "ODB Branding" means all Branding (other than from Issuer) used by ODB and includes any Branding provided by ODB to Issuer for use on the Issuer Site.

1.23 "ODB Content" means the Content owned by, licensed for use by, or otherwise permitted to be used by ODB in any manner, which for the avoidance of doubt shall in no event include Issuer Content.

1.24 "ODB Indemnified Parties" shall have the meaning set forth in Section 7.2 of this Agreement.

1.25 "ODB Name" means, and includes, the name of ODB or any of its Affiliates, or the name of any member, stockholder, partner, manager, or employee of ODB or any of its Affiliates, or any trade name, trademark, logo, service mark, symbol or any abbreviation, contraction, or simulation thereof owned or used by ODB or any of its Affiliates.

1.26 "Offering" means the offering, pursuant to a registration statement or an offering statement under the Securities Act or an exemption therefrom, of Private Securities to Investors.

1.27 "Private Placements Platform" means such technology owned, operated, or made available by ODB, or an Affiliate of ODB, for Issuer's use in the Offering on the website located at https://republic.com.

1.28 "Private Security(ies)" shall have the meaning set forth in the Recitals. This definition does not restrict the Parties to expand the scope of securities that may also include various public offerings.

1.29 "SEC" means the U.S. Securities and Exchange Commission.

1.30 "Securities Act" means the Securities Act of 1933, as amended.

1.31 "Services" shall have the meaning set forth in Section 2.1 of this Agreement.

1.32 "Subscriber" means a prospective Investor that has not been Closed upon. Subscriber may be used interchangeably with "Investor" in this Agreement.

1.33 "Term" shall have the meaning set forth in Section 8.1 of this Agreement.

2 INTRODUCED CUSTODIAL AND RELATED SERVICES

2.1 Offering Listing and Broker-Dealer Services. ODB shall provide a dedicated landing page (the "Landing Page") to Issuer's Offering on the Private Placements Platform and shall perform related services, including broker- dealer services, with respect to the Issuer to the extent explicitly contemplated by specific provisions contained in Schedule B-1 of this Agreement, and shall not be responsible for any duties or obligations not specifically allocated to ODB pursuant to this Agreement, which services shall be contingent upon Issuer meeting its obligations as outlined in this Agreement including Schedule B-2, and as limited by Schedule C of this Agreement (the "Services"). ODB may also, in its sole discretion, take such actions as it deems reasonably necessary to perform due diligence or investigation with respect to the Issuer and/or any Offering at any time and from time to time.

2.2 Exclusivity. During the Term, Issuer shall not establish, maintain, or permit any other person to establish or maintain on its behalf a similar relationship with a broker, dealer, funding portal, custodian, clearing broker, or transfer agent to perform the Services with respect to the Private Securities or other securities of the Issuer without ODB's written consent.

2.3 Modifications to ODB Systems, Platforms and Operations. ODB upgrades and enhances its platform and amends, modifies, and changes its operations and procedures on a consistent basis. ODB reserves the right, therefore, in its sole discretion, to change or modify the Private Placements Platform at any time and from time to time, provided such change or modification does not have a material adverse effect on Issuer.

2.4 No Discretionary Authority. Unless and only to the extent specifically described in any separate agreement between ODB and the Issuer: (a) ODB shall, at all times, act solely in a passive, non-discretionary capacity with respect to the Issuer and each Investor and shall not be responsible or liable for any investment decisions or recommendations with respect to the purchase or disposition of any Private Security or other assets; (b) ODB shall not be responsible for questioning, investigating, analyzing, monitoring, or otherwise evaluating any of the investment decisions of any Investor or reviewing the prudence, merits, viability, or suitability of any investment decision made by any Investor, including the decision to purchase or hold the Private Securities or such other investment decisions or direction that may be provided by any individual or entity with authority over the relevant Investor; and (c) ODB shall not be responsible for directing investments or determining whether any investment by an Investor or any person or entity with authority to make investment decisions on Investor's behalf is acceptable under applicable Law.

However, ODB reserves the right to perform due diligence on and review suitability of each investor as required by regulation. Additionally, ODB reserves the right to deny or oppose the transaction if ODB, in its sole discretion, believes or has reason to believe that the investment is unsuitable for the investor, or if ODB believes or has reason to believe that the investor violated or may violate securities or anti-money laundering laws, and the Issuer shall indemnify ODB for any such action taken by ODB.

2.5 Offering Terms. ODB will provide the Services in conformance with the terms of the Offering, including providing the Services in conjunction with (i) an Escrow Agent or (ii) in conjunction with another third party mutually agreed to by the Parties associated with such Offering.

3 FEES

3.1 Fees. Issuer shall pay to ODB the fees specified in Schedule D to this Agreement (collectively, "Fees"). Issuer agrees to pay any invoice provided by ODB within seven (7) calendar days of receipt and understands that failure to make timely payment may result in the Services being suspended, discontinued or withdrawn.

4 NAMES, BRANDS, WEBSITES AND CONTENT

4.1 Use of ODB Name, ODB Branding and ODB Content. Issuer shall not, and shall cause its representatives not to, without the prior written consent of ODB: (a) use in advertising, publicity, or otherwise any ODB Name, ODB Branding, or ODB Content, or (b) represent, directly or indirectly, that Issuer, any Affiliate of Issuer, or any representative of Issuer or the Private Securities have been approved, endorsed, or recommended by ODB or any of its Affiliates. In addition, all use of the ODB Name, ODB Branding, or ODB Content and all descriptive materials about the Services used by the Issuer on the Issuer Site or elsewhere, must be reviewed and approved by ODB, as to appearance, substance, and placement, prior to use by Issuer. ODB may also require a "jump" or other interstitial page in connection with any links or references to ODB or any of its websites or otherwise if deemed necessary by ODB to ensure clear demarcation between any websites or content of ODB and any websites or content of Issuer. Issuer understands that any breach hereof may also cause a breach of Law, and Issuer will be liable hereunder for any failure to obtain such prior approval or otherwise comply with these provisions.

4.2 Use of Issuer Name, Issuer Branding, and Issuer Content. ODB shall not, and shall cause its representatives not to, without the prior written consent of Issuer use in advertising, publicity, or otherwise any Issuer Name, Issuer Branding, or Issuer Content. In addition, all use of the Issuer Name, Issuer Branding, or Issuer Content on the Private Placements Platform must be reviewed and approved by Issuer, as to appearance, substance, and placement, prior to use by ODB. Issuer may also require a "jump" or other interstitial page in connection with any links or references to Issuer or any of its websites or otherwise to ensure clear demarcation between any websites or content of Issuer and any websites or content of ODB. ODB understands that any breach hereof may also cause a breach of Law, and ODB will be liable hereunder for any failure to obtain such prior approval or otherwise comply with these provisions.

4.3 No Responsibility for Issuer Site or Issuer Content. ODB is not preparing, endorsing, adopting, reviewing, or approving in any way the Issuer Site or Issuer Content or any offering material, including any offering memorandum, or any other materials of any kind prepared by Issuer or on behalf of Issuer (even if prepared by ODB on behalf of Issuer) wherever it may appear, except to the extent that the Issuer Site, Issuer Content, or other material specifically references ODB, and has been approved by ODB in writing, and then only to the limited extent of such reference. Notwithstanding the foregoing, in the event any of the information Issuer provided on or through the Issuer Site, in Issuer Content, offering materials, or otherwise, proves incorrect, outdated, or otherwise materially deficient, Issuer shall notify ODB within twenty-four (24) hours of gaining knowledge of such occurrence and work in good faith to amend the Issuer Site, Issuer Content, offering materials, and the like to the Parties' mutual satisfaction.

4.4 No License of Intellectual Property. No license or grant of any intellectual property of any nature whatsoever, including any Branding or Content, or any data, business method, patents or applications thereof, or similar material shall be deemed granted, licensed, or otherwise from either Party (or any Affiliate thereof) to the other (or any Affiliate thereof) under this Agreement, *provided* in the event of a successful Offering, ODB may use Issuer's name and/or current logo to inform the general public of those certain clients ODB has provided Services to.

5 CONFIDENTIAL INFORMATION

5.1 Either Party or their Affiliate (in either case a "Disclosing Party") may disclose to the other thereof (the recipient being the "Receiving Party") certain technical or other business information that is not generally available to the public, the specific terms of this Agreement, and/or personal information relating to any person (specifically including in the case of ODB, information relating to an Investor). All such information is referred to herein as "Confidential Information". Notwithstanding the foregoing, the Books and Records as they pertain to the Private Securities (and with the permission of the Investors with respect to any personally identifying information), will be made available to Issuer, and shall be Confidential Information as to ODB, and may only be used by Issuer in accordance with Law or as otherwise authorized by the Investor to whom the information pertains by affirmative or negative consent, as permitted. The Parties severally agree that before a Disclosing Party shares Confidential Information with an Affiliate, such Affiliate shall be bound by at least the same or greater confidentiality obligations with respect to the Confidential Information, and at such time as the Affiliate is bound, the Affiliate may also be considered a "Receiving Party".

5.2 The Receiving Party agrees to use Confidential Information solely in conjunction with its performance under this Agreement, in conducting an Offering, and or as otherwise authorized by the Investor to whom the information pertains by affirmative or negative consent, as permitted, and not to disclose or otherwise use such information in any other fashion and to maintain such information with at least the standard of care it uses to protect its own Confidential Information, but in no event less than a reasonable standard of care.

5.3 The Receiving Party will not be required to keep confidential such Confidential Information to the extent that it: (a) becomes generally available without fault on its part; (b) is already rightfully in the Receiving Party's possession prior to its receipt from the disclosing Party; (c) is independently developed by the Receiving Party; (d) is rightfully obtained by the Receiving Party from third parties; or (e) is otherwise required to be disclosed by Law or judicial process.

5.4 Information related to this Agreement shall be deemed Confidential Information, but in the event either Party wishes to disclose such information, such Party shall seek the prior written consent of the other, and such consent shall not be unreasonably withheld.

5.5 Each Party agrees not to disclose the Confidential Information without the prior written consent of the other Party, which consent shall not be unreasonably withheld, unless required by Law, including, but not limited to, regulatory or judicial requests for information (whether formal or informal), or to assert its rights under this Agreement, and except for disclosure on a "need to know basis" to its own employees, and its legal, investment, and financial advisers, other professional advisers, or others as authorized by the Investor to whom the information pertains by affirmative or negative consent, as permitted, on a confidential basis (in each case pursuant to written agreements with each such person requiring it to maintain such information as confidential to the same extent as if it were a party to this Agreement).

5.6 This Section 5 shall survive for a period of three (3) years beyond termination of this Agreement, except with respect to Confidential Information that is a trade secret or is personal or identifying information regarding or relating to an Investor, in which case this Section 5 shall be indefinite, unless in the case of Issuer, such disclosure is authorized by the relevant Investor in connection with the Private Securities and in the case of ODB, is otherwise permitted by Law.

6 REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Mutual Representations, Warranties and Agreements. Each Party represents and warrants to the other Party that:

a. it is duly organized and validly existing under the laws of the jurisdiction of its establishment;

b. it has the full power and authority to enter into this Agreement and to perform its obligations under this Agreement;

c. it has obtained all material consents and approvals and taken all actions necessary for it to validly enter into and give effect to this Agreement and to engage in the activities contemplated and perform its obligations under this Agreement;

d. this Agreement will, when executed, constitute lawful, valid, and binding obligations on it, enforceable in accordance with its terms;

e. it is understood that no sale of the Private Securities shall be regarded as effective unless and until accepted by the Issuer and the Issuer reserves the right, in its sole discretion, to reject any subscription for Private Securities under a subscription agreement in whole or in part; and

f. neither the execution and delivery of this Agreement, nor the performance by such Party of its obligations hereunder, will (i) violate any Legal Requirement; (ii) require any authorization, consent, approval, exemption or other action by or notice to any government entity; or (iii) violate or conflict with, or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default), under the governing documents of such Party or any contract, commitment, understanding, arrangement, agreement, or restriction of any kind or character to which such Party is a party to or by which such Party or any of its assets or properties may be bound or affected.

6.2 Issuer Representations, Warranties and Covenants. Issuer represents, warrants, and covenants to ODB that:

a. the Private Securities are, and during the Term shall remain, registered or exempt from the registration requirements of the Securities Act, and the rules and regulations promulgated thereunder, and are, and during the Term shall remain, registered or exempt from the registration requirements of any state where Issuer from time to time will offer such securities;

b. it will not, during the Term, either (i) act as a "broker" or "dealer" as those terms are defined under the Exchange Act or otherwise act in a capacity under any other Law that is not permitted, unless pursuant to an applicable exemption, or provide investment advice with respect to any Investor or (ii), with respect to any Investor, hold or have access to any funds or securities, or extend credit for the purpose of purchasing securities through ODB, including specifically the Private Securities; and

c. Issuer owns the Issuer Branding, Issuer Site, and Issuer Content and/or has the right to grant the licenses and/or rights of use as contemplated by this Agreement.

6.3 ODB Representations, Warranties and Covenants. ODB represents, warrants, and covenants to Issuer that:

a. it is, and during the term of this Agreement will remain, duly registered and in good standing as a broker- dealer with the SEC and is a member firm in good standing with FINRA;

b. it has obtained and currently maintains all applicable state licenses and registrations necessary to perform the services described herein and to receive compensation hereunder, and, in performing such services, will comply with all applicable state laws relating to the Offering;

c. neither ODB, nor any managing member of ODB, nor any director or executive officer of ODB, or other officer of ODB participating in the Offering, is subject to the disqualification provisions of Rule 262 of Regulation A under the Securities Act. No registered representative of ODB or any other person being compensated by or through ODB for the solicitation of investors, is subject to the disqualification provisions of Rule 262 of Regulation A; and

d. ODB, with its Affiliates, owns the ODB Branding, Private Placements Platform, and ODB Content and/or has the right to grant the licenses and/or rights of use as contemplated by this Agreement.

6.4 Disclaimer of Warranties. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ODB SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES FOR THE SERVICES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER ODB NOR ANY AFFILIATE OF ODB WARRANTS THAT THE SERVICE WILL MEET ISSUER'S OR ANY INVESTOR'S REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NO ORAL OR WRITTEN INFORMATION GIVEN BY ODB OR ITS AFFILIATES SHALL CREATE ANY WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF ODB'S OBLIGATIONS HEREUNDER.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANOTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY NATURE, EVEN IF SUCH PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF ANY PARTY AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OFLIABILITY.

7.2 ODB Indemnification. Issuer agrees to indemnify, defend, and hold ODB and its Affiliates and their respective officers, directors, agents, and employees (each a "ODB Indemnified Party" or, collectively, "ODB Indemnified Parties") harmless against any investigation, claim, action, or proceeding (including a regulatory inquiry, whether formal or informal, or any arbitration or court action) ("Action") brought by an Investor, court, regulator, or self-regulatory organization asserting jurisdiction over the ODB Indemnified Party or by any other party against any ODB Indemnified Party if such Action relates to the Issuer, any Affiliate of Issuer, the Private Securities, the Offering, the marketing and advertising thereof, or that results from any action, inaction, omission, misstatement, or statement of Issuer or any person acting in connection with Issuer or on Issuer's behalf (other than any misstatement or statement about ODB provided by ODB) arising out of or based upon (a) the Issuer Site or the offering circular, including any amended versions thereof; (b) any material breach or alleged Material breach of any of Issuer's representations, warranties, covenants, or agreements hereunder and including any representations, warranties, covenants, or agreements contained in the Schedules to this Agreement; (c) any breach or alleged breach of confidentiality or privacy relating to Issuer's failure or alleged failure to treat any Investor's personal or

identifying information as confidential pursuant to Section 5; and (d) infringement or misappropriation by Issuer of any third party's property and/or intellectual property rights, including, but not limited to, patents, trademarks, copyrights, trade secrets, and publicity rights. Further, Issuer shall indemnify and defend the ODB Indemnified Parties against all expenses, fees (including reasonable attorney's fees and other legal expenses), losses, claims, damages, demands, liabilities, judgments (including fines and settlements), costs of investigation, or responding to inquiries or otherwise ("Losses") incurred by or levied or brought against the ODB Indemnified Parties arising out of, or related to, Actions warranting indemnification pursuant to this Section 7.2 as such Losses arise.

Promptly after receipt by a ODB Indemnified Party of notice of any claim or the commencement of any Action with respect to which a ODB Indemnified Party is entitled to indemnity hereunder, ODB will notify Issuer in writing of such claim or of the commencement of such Action, and the Issuer, if requested by the ODB Indemnified Party, will assume the defense of such Action and will employ counsel reasonably satisfactory to the ODB Indemnified Party and will pay the fees and expenses of such counsel, provided that any failure to promptly notify Issuer shall not affect the indemnification right of a ODB Indemnified Party, except to the extent that the Issuer is materially prejudiced by such failure. Notwithstanding the preceding sentence, the ODB Indemnified Party will be entitled to employ counsel separate from counsel for the Issuer and from any other party in such action if counsel for the ODB Indemnified Party reasonably determines that it would be inappropriate or ill-advised for the same counsel to represent both Parties. In such event, the reasonable fees and disbursements of no more than one such separate counsel will be paid by the Issuer, in addition to local counsel. If the ODB Indemnified Party elects the Issuer to assume the defense of such Action, Issuer will have the exclusive right to settle the claim or proceeding, provided that Issuer will not settle any such claim or Action without the prior written consent of the ODB Indemnified Party, which consent shall not be unreasonably withheld. If the ODB Indemnified Party assumes the defense (with payment of any related costs and expenses by Issuer), the ODB Indemnified Party will have the exclusive right to settle the claim or proceeding, provided that the ODB Indemnified Party will not settle any claim or Action without the prior written consent of the Issuer, which consent shall not be unreasonably withheld.

7.3 Issuer Indemnification. ODB agrees to indemnify, defend, and hold Issuer and its Affiliates and their respective officers, directors, agents, and employees (each an "Issuer Indemnified Party" and, collectively, "Issuer Indemnified Parties") harmless against any Action brought by an Investor, Investor, court, or regulator asserting jurisdiction over the Issuer Indemnified Party or by any other party against any Issuer Indemnified Party relating to ODB, any Affiliate of ODB or the Services, insofar as the Action arises out of or is based upon (a) the ODB Site, excluding misstatements and omissions by the Issuer on the Landing Page; (b) any material misstatement about ODB provided by ODB to the Issuer in connection with this Agreement; (c) any material breach of ODB's representations, warranties, covenants, or agreements hereunder and including any representations, warranties, covenants, or agreements contained in the Schedules to this Agreement; (d) any material breach of confidentiality or privacy relating to ODB's failure to treat any Investor's personal or identifying information as confidential pursuant to Section 5; (e) any and all material breaches of commitments, representations, warranties or material misstatements by ODB to any third party regarding the use of the ODB Site; and (f) infringement or misappropriation by ODB of any third party's property and/or intellectual property rights, including, but not limited to, patents, trademarks, copyrights, trade secrets, and publicity rights. Further, ODB shall indemnify the Issuer Indemnified Parties against all Losses incurred by or levied or brought against the Issuer Indemnified Parties arising out of, or related to, Actions warranting indemnification pursuant to this Section 7.3 as such Losses arise.

Promptly after receipt by an Issuer Indemnified Party of notice of any claim or the commencement of any Action with respect to which an Issuer Indemnified Party is entitled to indemnity hereunder, Issuer will notify ODB in writing of such claim or of the commencement of such Action, and ODB, if requested by the Issuer Indemnified Party, will assume the defense of such Action and will employ counsel reasonably satisfactory to the Issuer Indemnified Party and will pay the fees and expenses of such counsel, provided that any failure to promptly notify ODB shall not affect the indemnification rights of an Issuer Indemnified Party except to the extent that ODB is materially prejudiced by such failure. Notwithstanding the preceding sentence, the Issuer Indemnified Party will be entitled to employ counsel separate from counsel for ODB and from any other party in such action if counsel for the Issuer Indemnified Party reasonably determines that it would be inappropriate or ill-advised for the same counsel to represent both Parties. In such event, the reasonable fees and disbursements of no more than one such separate counsel will be paid by ODB, in addition to local counsel. If the Issuer Indemnified Party elects ODB to assume the defense of such Action, ODB will have the exclusive right to settle the claim or proceeding, provided that ODB will not settle any such claim or Action without the prior written consent of the Issuer Indemnified Party, which consent shall not be unreasonably withheld. If the Issuer Indemnified Party assumes the defense (with payment of any related costs and expenses by ODB), the Issuer Indemnified Party will have the exclusive right to

settle the claim or proceeding, provided that the Issuer Indemnified Party will not settle any claim or Action without the prior written consent of ODB, whichconsent shall not be unreasonably withheld, delayed, or conditioned.

7.4 No Claim Preclusion. Nothing in this Section shall be construed to preclude either Party from making any claim against the other arising out of a failure to perform obligations under this Agreement. Neither Party shall be precluded from claiming or commencing an action for contribution to any amounts the other may be required or otherwise agreed to be paid to an Investor or other third party, including a regulator, with jurisdiction over the Services.

8 TERM AND TERMINATION

8.1 Term. This Agreement shall be effective on the Effective Date and continue in force until the later of (i) so long as the Private Securities remain on the Private Placements Platform or (ii) all fees due to ODB pursuant to Section 3 have been remitted in full (the "Term"), unless otherwise terminated pursuant to the provisions of this Section 8. For the avoidance of doubt, an Offering's failure to meet its terms shall constitute the time at which ODB may elect, without recourse, to remove the Private Securities from the Private Placements Platform.

8.2 Termination Without Cause. This Agreement may be terminated without cause by either Party, upon thirty (30) days prior written notice.

8.3 Termination for Regulatory, Legal, Reputational, or Other Risks.

a. In the event that any due diligence or investigation results in findings that would pose regulatory, legal, reputational, or other risks to ODB, ODB shall provide Issuer notice of such risks and a reasonable opportunity to cure them. If the risks are not addressed or cured to ODB's reasonable satisfaction, ODB may terminate this Agreement.

b. In ODB's sole discretion, if the risks described in Section 8.3(a) are of sufficient size, significance, or immediacy that a delay in termination of this Agreement would be inappropriate, ODB may terminate this Agreement immediately.

8.4 Termination for Cause or Insolvency. Either Party may terminate this Agreement immediately if the other Party:

a. is in breach of any material obligation herein or in the Schedules attached to this Agreement, and (i) such breach is incapable of being cured, or (ii) if such breach is capable of cure, such breach is not cured within thirty (30) days after receipt of written notice of such breach from the non-breaching Party, or within such additional cure period as the non-breaching Party may authorize;

b. voluntarily or involuntarily becomes the subject of a petition in bankruptcy or of any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors;

c. admits in writing its inability to pay its debts as they become due;

d. fails to provide notice and take corrective action, as specified in Section 4.3.

8.5 Termination for Force Majeure. In the event of a force majeure that lasts longer than thirty (30) days from the date that a Party claiming relief due to the force majeure event gives notice to the other Party, the Party not claiming relief under the force majeure event may terminate this Agreement upon written notice to the other Party. For the avoidance of doubt, the COVID-19 pandemic does not constitute a force majeure event.

8.6 Compliance with Laws. If at any point during the Term, either Party's performance under this Agreement conflicts or threatens to conflict with any Legal Requirement, such Party may suspend performance under this Agreement and negotiate in good faith to amend this Agreement so that each Party's performance hereunder complies with such Legal Requirement. If after thirty (30) days, the Parties are unable to agree on a mutually acceptable amendment, either Party may immediately terminate this Agreement upon written notice to the other Party.

8.7 Actions Upon Termination. Upon the termination of this Agreement, Issuer shall remove all references to any ODB Name, ODB Branding, and ODB Content from the Issuer Site or Issuer Content and shall terminate all links on the Issuer Site

to any Private Placements Platform. ODB shall remove all references to Issuer Name, Issuer Branding, and Issuer Content and shall terminate all links on the Private Placements Platform to any Issuer Site. Each Party shall promptly return all Confidential Information, documents, manuals, and other materials stored in any form or media (including, but not limited to, electronic copies) belonging to the other Party, except as may be otherwise provided in this Agreement or required by Law.

8.8 Termination Fee. Termination Fees are set forth in Schedule D.

8.9 Cooperation. In all events, if there are one or more Investors at the time of termination, the Parties will cooperate in planning and implementing an orderly transition of the custody of the Private Securities to such person designated by the Issuer authorized under applicable Law to assume custody of the securities, or to the Issuer itself if it is authorized to hold such securities in custody, or to such other person selected by ODB if Issuer does not so select such person within a reasonable period, but not to exceed ninety (90) days. In all events, Issuer shall pay the reasonable costs of such transition. As part of such a transition, the Parties agree to seek the affirmative or negative consent of Investors to the sharing of Confidential Information necessary for their transition.

9 ARBITRATION

9.1 **Arbitration Proceedings Disclosure.** The Parties hereby agree that any controversy under or in connection with this Agreement will be subject to arbitration and agree and acknowledge the following with respect to arbitration proceedings:

a. Arbitration is final and binding on the Parties;

b. The Parties are waiving their right to seek remedies in court, including the right to a jury trial;

c. Pre-arbitration discovery generally is more limited than and different from court proceedings;

d. The arbitrators' award is not required to include factual findings or legal reasoning;

e. A Party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited; and

f. The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.

9.2 **Arbitration Agreement. Any controversy between the Parties arising out of this Agreement shall be submitted to arbitration and conducted before FINRA Dispute Resolution before a panel of three arbitrators and in accordance with FINRA rules. Arbitration must be commenced by service upon the other Party of a written demand for arbitration or a written notice of intention to arbitrate. Proceedings and hearings will take place in New York, New York. Both Parties waive any right that either of them may have to institute or conduct litigation or arbitration in any other forum or location, or before any other body. Arbitration is final and binding on both Parties. An award rendered by the arbitrator(s) may be entered in any court of applicable jurisdiction over the Parties.** Each party shall bear its own expenses, including legal fees and disbursements, and the costs of that arbitrator shall be borne one half by each party. Each party shall choose one arbitrator and the chosen arbitrators shall select the third arbitrator; provided that if the chosen arbitrators are unable to select the third arbitrator, such arbitrator shall be selected in accordance with the rules of FINRA. An award rendered by the arbitrator(s) shall be selected in any court of applicate jurisdiction of the Parties.

10 GENERAL TERMS AND CONDITIONS

10.1 Compliance with Law. Each Party shall comply with any Legal Requirement applicable to the performance of its obligations hereunder.

10.2 Non-exclusive ODB Relationship. ODB reserves the right, without obligation or liability to the Issuer, to market and provide either directly, through other parties, or through any other type of distribution channel, services to others that are the same as or similar to the Services.

10.3 No Agency. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for or on behalf of, or to incur any obligation or liability for, or to otherwise bind the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture, co-ownership, co-authorship, or partnership between the Parties or to impose any partnership obligation or liability upon either Party.

10.4 Amendments and Modifications. No change, amendment, or modification of any provision of this Agreement will be valid unless set forth in writing and signed by the Parties.

10.5 Assignment. Issuer shall not assign, sublicense, or otherwise transfer this Agreement or any right, interest, or benefit hereunder, except by operation of law, without the prior written consent of ODB, which consent may be withheld in ODB's sole discretion. ODB shall have the right to assign, sublicense, or otherwise transfer this Agreement or any right, interest, or benefit hereunder, including an assignment by operation of law, to any affiliate of ODB that is properly authorized under applicable Law to provide the Services by giving notice to Issuer within thirty (30) days of any of the actions listed herein. In the event ODB merges with or is otherwise combined with another registered broker dealer, upon reasonable notice, this Agreement shall automatically transfer to the successor of ODB provided such transfer, in the reasonable discretion of the Issuer, does not materially prejudice the Issuer.

10.6 Governing Law. This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of New York, except with respect to the choice of law provisions therein or to the extent inconsistent with FINRA Rules applicable to an arbitration proceeding under Section 9 above.

10.7 No Waiver. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather the same shall be and remain in full force and effect.

10.8 Notice. Any notice required or permitted under this Agreement shall be in writing and delivered to the receiving Party's principal place of business as set forth on the signature block to this Agreement in a manner contemplated in this Section and addressed to the attention of its General Counsel, Chief Compliance Officer, or equivalent. Notice shall be deemed duly given (a) if delivered by hand, when received; (b) if transmitted by email, upon confirmation that the entire document has been successfully received; (c) if sent by recognized overnight courier service, on the business day following the date of deposit with such courier service so long as the deposit was made by that overnight courier service's deadline or on the second business day following the date of deposit if after that overnight courier service's deadline; or (d) if sent by certified mail, return receipt requested, on the third business day following the date of deposit in the United States mail.

10.9 Entire Agreement. This Agreement and the Schedules hereto and incorporated herein by reference constitute the entire agreement between the Parties and supersede any and all prior agreements or understandings between the Parties with respect to the subject matter hereof. Neither Party shall be bound by, and each Party specifically objects to, any term, condition, or other provision or other condition which is different from or in addition to the provisions of this Agreement (whether or not it would Materially alter this Agreement) and which is proffered by the other Party in any purchase order, correspondence, or other document, unless the Party to be bound thereby specifically agrees to such provision in writing.

10.10 Severability; Survival. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any such provision is held invalid by a court with jurisdiction over the Parties to this Agreement, such provision shall be deemed to be restated to reflect as closely as possible the original intentions of the Parties in accordance with applicable Law, and the remainder of this Agreement shall remain in full force and effect. All provisions herein that by their terms or intent are to survive the termination of this Agreement shall so survive, specifically including Sections 3, 5, 6, 7 and 9.

10.11 Headings. The headings used in this Agreement are for convenience only and are not to be construed to have legal significance.

10.12 Third Parties. This Agreement is between the Parties hereto and is not intended to confer any benefits on third Parties including, but not limited to, Investors.

10.13 Force Majeure. Neither Party will be liable for delay or default in the performance of its obligations under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, storm, acts of war, riot, acts of terrorism, government interference, strikes and/or walk-outs. For the avoidance of doubt, the COVID-19 pandemic does not constitute a force majeure event. In addition, ODB shall not be responsible for downtime or other problems with any website, including the ODB website, caused by any public or third-party private network, including the Internet or any communications carrier network, or computer hardware or software problems regardless of whether they arise in the ordinary course of business or constitute extraordinary events.

This Agreement contains an arbitration agreement.

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed by duly authorized officers or representatives as of the Effective Date.

ODB:

OpenDeal Broker LLC d/b/a the Capital R

By: */s/ Gerard Visci*
Gerard Visci, Chief Compliance Officer
Address: 1345 Avenue of the Americas, Floor 15, New York, NY 10105
Email: Gerard@thecapitalr.co

Issuer:

Mr. Mango LLC

By: */s/ David Alpert*
David Alpert, Chief Executive Officer
Address: 9570 W. Pico Blvd. Los Angeles, CA 90035
Email: da@skybound.com

SCHEDULE A – Private Securities and Internet Sites Used for Offering Such Securities

1. Description of the Securities and the registration exemptions such Private Securities are offered under.

Securities: Equity Securities
Regulation Exemption: Regulation A+

2. URLs for Internet Sites Used for directing potential Investor to the Offering of such Securities or N/A: To be determined.

SCHEDULE B-1 – Private Placement Platform

Pursuant to Section 2.1 of the Agreement, ODB agrees to provide, perform, or make available the following to Issuer:

1. Execution of Private Securities. After the Issuer has successfully closed on an Investor's subscription, ODB will, in the ordinary course and consistent with ODB's policies and procedures as in existence from time to time, provide technical services to allow the Issuer to execute and deliver evidence of the Private Securities to the relevant Investor.

2. Use of the ODB Private Placements Platform. ODB will make tools available to Issuer for the Issuer to perform, or ODB to perform on behalf of Issuer, the following activities with respect to the Private Placements Platform:

   a. display information regarding the Offering as provided and instructed by the Issuer or an agent of the Issuer, including, but not limited to, the number of units of the Private Securities available, price, and terms *provided* ODB shall not update such

Offering information more frequently than every thirty (30) calendar days unless there has been a Material change requiring such;

b. enable Investors to view such documents as the Issuer has created and determined to make available to potential investors relating to the Private Securities, including, but not limited to, an offering circular or a private placement memorandum and subscription agreement or other similar offering materials;

c. provide Issuer with Investors' (i) information relating to their qualifications to purchase the Private Securities and (ii) completed subscription requests;

d. verify that an Investor has the appropriate status to purchase the Private Securities based on the status requirements specified by the Issuer on the Private Placement Platform (in connection with such verification, ODB relies solely on the information or documents with respect to net worth or income as provided by such Investor to ODB, on the representation of verified status from a certified public accountant, licensed attorney, or other person reasonably capable of providing such attestation, or such other third party services that ODB reasonably believes can provide such verification. ODB cannot and will not represent or warrant that such information or documents are accurate or complete, and disclaims liability for any determination by ODB of such status in reliance on such information, documents, or representations to the extent that ODB has a reasonable belief that it has relied in good faith on such information or attestation or service); ODB will provide a mechanism for the Issuer to review, accept, or reject subscribers to its offering;

e. provide Investors with a mechanism to view the status of their subscription and the date that the issuer has set for cash required for closing;

f. record identifying information regarding Investors and their holdings; and

g. provide services that allow an Investor to send consideration for the Private Securities either to an escrow agent (in which case a separate escrow fee agreement between such escrow agent, or other payments processor, and the Parties must be entered into) or directly to the Issuer, as determined by the Parties *provided* in the event consideration is sent to an escrow agent, unless waived by ODB, closings shall (i) occur no more frequently than every twenty eight (28) calendar days and (ii) when no less than (A) $50,000 is dispersible (if the Offering is conducted pursuant to Reg D or S), (B) $100,000 is dispersible (if the Offering is conducted pursuant to Reg A/A+) or (C) such other amount mutually agreed to by ODB and Issuer.

3. Broker Services. ODB will provide the following additional services, as required:

a. To the extent that there are Investors in Alabama, Arizona, Florida, New Jersey, North Dakota, Texas, Washington, or any other state in which the Issuer would be required to register as an "Issuer Dealer" prior to making any offers or sales in such state, ODB will act as accommodating broker of record with respect to sales of the Private Securities in those states; and

b. review investor information, including KYC (Know Your Customer) data, perform AML (Anti-Money Laundering) and other compliance background checks, and provide a recommendation to the Issuer, vis a vis KYC and AML standards, as to whether or not to accept an investor's subscription for Private Securities.

SCHEDULE B-2 – Obligations of Issuer in Connection with Services

Notwithstanding the Services as provided under the Agreement, Issuer is solely responsible for maintaining all records of Private Securities and for maintaining accurate and complete records of the aggregate total units of Private Securities sold and redeemed by Issuer through the ODB Private Placements Platform. Pursuant to its obligations, Issuer shall:

1. based upon the data, documents, and materials ("collectively the "Books and Records") provided by ODB or an Affiliate of ODB, or contracted third-party vendor from time to time, maintain an accurate and complete record on its official books and records of the number of units (which may be in aggregate if permitted by Law) of Private Securities held by Investors;

2. maintain an accurate and complete record on its official books and records of the number of units of Private Securities, if any, held by ODB for ODB's own benefit, or if certificated, deliver to ODB an original, duly issued, and outstanding unit certificate in the name of "ODB Capital Corporation" in an amount equal to the number of units of Private Securities held by ODB;

3. provide ODB, pursuant to such methods as ODB may reasonably require, with the details of, and all monies associated with any dividend, interest, principal, or other payment due to Investors and a detailed record of the recipients and amounts to be credited thereto, along with any tax reporting codes, in a manner required by ODB from time to time in order for ODB to credit Investors with such payments on a timely basis and to produce relevant tax documentation therefrom (it is agreed that Issuer shall produce or cause to be produced by third parties on behalf of Issuer, at Issuer's expense, any Schedule K-1's or similar documents for delivery by ODB to Investors), and;

4. provide to ODB, in such form and at such time as ODB may reasonably request, a copy of any documentation, memoranda, agreements, or other documents or information that ODB believes is necessary for it to satisfy any filing, reporting, or other applicable legal requirements it may have relating to the custody of the Private Securities.

SCHEDULE C – Services Specifically NOT Provided

Notwithstanding anything to the contrary contained in these Schedules or this Agreement, unless otherwise specifically agreed to in this Agreement or in a separate written agreement between the Parties, the following services specifically are NOT provided by ODB or any Affiliate of ODB under this Agreement:

1. No Investment Banking, Underwriting, Advice, or Advisory Service. ODB is not providing investment banking or underwriter services to Issuer, acting as an underwriter or selling group member, and has no role in the issuance of the Private Securities. ODB is not providing any advice or advisory services in connection with the Services as set forth in Schedule B, is not recommending the Private Securities or the Offering, and is not making any suitability determinations with respect to any Investor. ODB is not committing to and does not intend to purchase any of the Private Securities for its own account or that of an Affiliate.

2. No Approval of Issuer Content. ODB is not preparing, endorsing, adopting, or approving in any way any offering memoranda or other offering documents, SEC, state, or other regulatory filings, or any sales or marketing material or Issuer Content, specifically including any Issuer Sites, or any other material or Content of any kind wherever they may appear except to the extent that such websites, material, or Content specifically reference the ODB Name, ODB Branding, ODB Content, or descriptive materials about the Services, and then only to the extent of such references, and specifically not including other portions of such website or materials, *provided* ODB reserves the right to reject Issuer Content it deems non-compliant.

3. No Setting, Reviewing, or Guaranteeing of Price, Tax, or Other Data. ODB is not setting, calculating, creating, approving, endorsing, adopting, reviewing, recommending, or guaranteeing any price for the Private Securities or giving any opinion with respect to the accuracy, reliability, or completeness of any data or information about the Private Securities appearing on a Private Placements Platform or elsewhere. ODB is relying on the Issuer for all such data and information. ODB is not preparing or calculating any tax statements or documentation on behalf of Issuer, specifically including Schedule K-1s, except for those tax documents normally and usually included as part of a brokerage account (including, but not limited to, 1099s).

4. No Offering of Issuer Securities. Except with respect to acting as accommodating broker in accordance with the provisions of Schedule B-1 of this Agreement, ODB is not selling, distributing, offering for sale or marketing, or participating in any sale, distribution, offer, or marketing, in any way the Private Securities under this Agreement.

SCHEDULE D – Fees and Other Costs

1) Cash Commission. A percentage of the dollar value of the Private Securities issued to Investors pursuant to each Offering at the time of closing shall be paid as a cash commission to ODB (the "Cash Commission") as follows:

a) Six percent (6%) of the first twenty million dollars ($20,000,000);

b) Five percent (5%) of the next thirty million dollars ($30,000,000); and

c) One and one half percent (1.5%) of all dollar value over fifty million dollars ($50,000,0000).

2) Private Securities Commission. In the event that dollar value of the Private Securities issued to Investors pursuant to each Offering (calculated on an aggregate basis) at the time of closing is equal to or exceeds $25,000,000, ODB will be entitled to a Securities commission (the "Private Securities Commission") equivalent to one and one half percent (1.5%) of the dollar value of the Private Securities issued to Investors pursuant to each Offering at the time of closing. ODB will comply with Lock-Up Restriction required by FINRA Rule 5110(e)(1), not selling, transferring, assigning, pledging, or hypothecating, or subjecting such to any hedging, short sale, derivative, put, or call transaction that would result in the effective economic disposition of the Private Securities Commission for a period of 180 days beginning on the date of commencement of sales of the public equity offering with respect to the Private Securities Commission, unless FINRA Rule 5110(e)(2) applies. Pursuant to FINRA Rule 5110(g), ODB will not accept a Private Securities Commission in options, warrants, or convertibles which violates 5110(g) including, but not limited to, (a) is exercisable or convertible more than five (5) years from the commencement of sales of the public offering; (b) has more than one demand registration right at the issuer's expense; (c) has a demand registration right with a duration of more than five (5) years from the commencement of sales of the public offering; (d) has a piggyback registration right with a duration of more than seven (7) years from the commencement of sales of the public offering; (e) has anti- dilution terms that allow the participating members to receive more shares or to exercise at a lower price than originally agreed upon at the time of the public offering, when the public shareholders have not been proportionally affected by a stock split, stock dividend, or other similar event; or (f) has anti-dilution terms that allow the participating members to receive or accrue cash dividends prior to the exercise or conversion of the security.

3) Fee for Termination Prior to Closing. Reserved.

1. Termination Fees. Termination Fees. For terminations pursuant to Sections 8.2(a), 8.3(a) or 8.4(a), Issuer shall at the date of termination pay the greater of (a) $25,000, or (b) the current number of Investors of Private Securities as established at the time of transition, multiplied by $25 *provided* that no Termination Fee shall be due under this provision in the event termination is for cause due to ODB's uncured breach.

4)

1. Non-Accountable Expenses: Administrative Expenses are limited to FINRA fees and processing fees and shall be evidenced by the invoices third-parties sent to ODB for the incurrence of such Administrative Expenses.

5)

1. Ancillary Fees; Financial Consulting and Advisory Fees. No ancillary fees will be payable by Issuer without its written consent.

6)

7) Marketing Fee. None.

8) Payment Processing Fees and Escrow Agent Fees. The Issuer shall be responsible for all fees associated with payment processing. For the avoidance of doubt, payment processing fees associated with Stripe Inc., BitPay Inc., and other third party service providers shall be pass through directly to the Issuer without markup. In the event Issuer's Offering requires an Escrow Account, Issuer shall pay a fee of fifteen hundred dollar ($1,500) to ODB, which is the cost ODB incurs to open and facilitate such Escrow Account, such fee to be passed through to an affiliate which manages an omnibus Escrow Agent relationship.

9) Fees to Investors. ODB generally will not charge fees to Investors unless otherwise agreed to by the Parties.

Exhibit 3.1

THIS WARRANT AND THE SECURITIES ISSUABLE UPON THE EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SUCH ACT OR UNLESS SOLD PURSUANT TO RULE 144 UNDER SUCH ACT.

Date of Issuance

May 8, 2022

SCOPELY, INC.
WARRANT TO PURCHASE SHARES OF COMMON STOCK

Reference is made to that certain Membership Interest Purchase Agreement (the "Agreement") dated as of May 8, 2017 by and among Bumbio LLC, a Delaware limited liability company ("Bumbio"), Skybound Interactive, LLC, a Delaware limited liability company ("Skybound"), and Scopely, Inc., a Delaware corporation (the "Company"), on the other hand.

In accordance with Section 2.02 of the Agreement, this Warrant is issued to Bumbio (hereinafter referred to as the "Holder"), by the Company.

1. Purchase of Shares.

(a) Number of Shares. Subject to the terms and conditions set forth herein, the Holder is entitled, upon surrender of this Warrant at the principal office of the Company (or at such other place as the Company shall notify the Holder in writing upon not less than ten (10) days' prior notice to the Holder), to purchase from the Company up to 481,824 fully paid and nonassessable shares of the Company's Common Stock, par value $0.00001 per share (the "Common Stock").

(b) Exercise Price. The exercise price for the shares of Common Stock issuable pursuant to this Warrant (the "Shares") shall be $0.01 per share (the "Exercise Price"). The number of Shares and the Exercise Price shall be subject to adjustment pursuant to Section 8 hereof.

2. Exercise Period. This Warrant shall be exercisable, in whole or in part, during the period (the "Exercise Period") commencing on the Date of Issuance and ending upon the date which is one (1) year after the expiration of the Term (as defined in that certain Scopely Publication Agreement, dated as of May 21, 2014, by and among Skybound, Robert Kirkman, LLC and the Company, as amended (the "Publication Agreement")); provided, however, that this Warrant and the Exercise Period shall terminate upon (a) the consummation of the Company's sale of its Common Stock or other securities pursuant to a registration statement under the Securities Act of 1933, as amended (the "Act") (other than a registration statement relating either to sale of securities to employees of the Company pursuant to any stock option, stock purchase or similar plan or a SEC Rule 145 transaction) (an "Initial Public Offering") or (b) the consummation of a "Liquidation Event" (as such term is defined in Section 3(f) of Article V of the Company's Amended and Restated Certificate of Incorporation as filed with the Delaware Secretary of State's Office on December 1, 2021, as may be amended). For purposes of this Warrant, any of the transactions described in subsections (a) and (b) shall be referred to herein as a "Corporate Transaction." In the event of a Corporate Transaction, the Company shall notify the Holder in writing at least ten (10) business days prior to the occurrence of such Corporate Transaction so as to enable to the Holder to exercise this Warrant (to the extent it may validly do so) prior to the consummation thereof. Additionally, this Warrant shall no longer be exercisable and shall become null and void, at the election of the Company, if the Publication Agreement is terminated if pursuant to Section 7(b) thereof by reason of the breach or default by the Licensor (as defined in the Publication Agreement). Notwithstanding the foregoing, the occurrence of any of the events described in this provision shall not affect the Holder's rights with respect to any Shares issued upon exercise of this Warrant, in whole or in part, prior to such occurrence.

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3. Method of Exercise.

(a) While this Warrant remains outstanding and exercisable in accordance with Section 2 above, the Holder may exercise, in whole or in part, the purchase rights evidenced hereby. Such exercise shall be effected by:

(i) the surrender of this Warrant, together with a duly executed copy of the Notice of Exercise attached hereto, to the Secretary of the Company at its principal office (or at such other place as the Company shall notify the Holder in writing upon not less than ten (10) days' prior notice to the Holder); and

(ii) the payment to the Company of an amount equal to the aggregate Exercise Price for the number of Shares being purchased.

(b) Each exercise of this Warrant shall be deemed to have been effected immediately prior to the close of business on the day on which this Warrant is surrendered to the Company as provided in Section 3(a) above. At such time, the person or persons in whose name or names any certificate for the Shares shall be issuable upon such exercise as provided in Section 3(c) below shall be deemed to have become the holder or holders of record of the Shares represented by such certificate.

(c) As soon as practicable after the exercise of this Warrant in whole or in part the Company at its expense will cause to be issued in the name of, and delivered to, the Holder, or as such Holder (upon payment by such Holder of any applicable transfer taxes) may direct:

(i) a certificate or certificates for the number of Shares to which such Holder shall be entitled, and

(ii) in case such exercise is in part only, a new warrant or warrants (dated the date hereof) of like tenor, calling in the aggregate on the face or faces thereof for the number of Shares equal to the number of such Shares described in this Warrant minus the number of such Shares purchased by the Holder upon all exercises made in accordance with Section 3(a) above or Section 4 below.

4. Net Exercise. In lieu of exercising this Warrant for cash, the Holder may elect to receive Shares equal to the value of this Warrant (or the portion thereof being exercised) by surrender of this Warrant at the principal office of the Company together with notice of such election (a "Net Exercise"). A Holder who Net Exercises shall have the rights described in Sections 3(b) and 3(c) hereof, and the Company shall issue to such Holder a number of Shares computed using the following formula:

$$X = \frac{Y(A - B)}{A}$$

Where

X = The number of Shares to be issued to the Holder.

Y = The number of Shares purchasable under this Warrant or, if only a portion of the Warrant is being exercised, the portion of the Warrant being cancelled (at the date of such calculation).

A = The fair market value of one (1) Share (at the date of such calculation).

B = The Exercise Price (as adjusted to the date of such calculation).

For purposes of this Section 4, the fair market value of a Share shall mean the average of the closing prices of the Shares quoted in the over-the-counter market in which the Shares are traded or the closing price quoted on any exchange or electronic securities market on which the Shares are listed, whichever is applicable, as published in *The Wall Street Journal* for the thirty (30) trading days prior to the date of determination of fair market value (or such shorter period of time during which such Shares were traded over-the-counter or on such exchange). In the event that this Warrant is exercised pursuant to this Section 4 in connection with the Initial Public Offering, the fair market value per Share shall be the per share offering price to the public of the Initial Public Offering. If the Shares then are not traded on the over-the-counter market, an exchange or an electronic securities market, the fair market value shall be the price per Share that the Company could obtain from a willing buyer for Shares sold by the Company from authorized but unissued Shares, as such price shall be determined in good faith by the Company's Board of Directors.

5. Representations and Warranties of the Company. In connection with the transactions provided for herein, the Company hereby represents and warrants to the Holder that:

(a) Organization, Good Standing, and Qualification. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties.

(b) Authorization. The Company has full power and authority to enter into this Warrant. This Warrant constitutes the Company's valid and legally binding obligation, enforceable in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization, or similar laws relating to or affecting the enforcement of creditors' rights and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies. All corporate action has been taken on the part of the Company, its officers, directors, and stockholders necessary for the authorization, execution and delivery of this Warrant. The issuance of this Warrant will not be subject to preemptive rights of any stockholders of the Company that have not been waived. The Company has authorized and reserved for issuance sufficient shares of Common Stock to allow for the exercise of this Warrant.

(c) Compliance with Other Instruments. The authorization, execution and delivery of the Warrant will not constitute or result in a material default or violation of any law or regulation applicable to the Company or any material term or provision of the Company's current certificate of incorporation or bylaws, or any material agreement or instrument by which it is bound or to which its properties or assets are subject.

(d) Valid Issuance of Common Stock. The Shares, when issued, sold, and delivered in accordance with the terms of the Warrant for the consideration expressed herein, will be duly and validly issued, fully paid and nonassessable and, based in part upon the representations and warranties of the Holder in this Warrant, will be issued in compliance with all applicable federal and state securities laws.

6. Representations and Warranties of the Holder. In connection with the transactions provided for herein, the Holder hereby represents and warrants to the Company that:

(a) Authorization. Holder represents that it has full power and authority to enter into this Warrant. This Warrant constitutes the Holder's valid and legally binding obligation, enforceable in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization, or similar laws relating to or affecting the enforcement of creditors' rights and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(b) Purchase Entirely for Own Account. The Holder acknowledges that this Warrant is issued by the Company in reliance upon such Holder's representation to the Company that the Warrant and the Shares (collectively, the "Securities") will be acquired for investment for the Holder's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Holder has no present intention of selling, granting any participation in or otherwise distributing the same. By acknowledging this Warrant, the Holder further represents that the Holder does not 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 the Securities.

(c) Disclosure of Information. The Holder acknowledges that it has received all the information it considers necessary or appropriate for deciding whether to acquire the Securities. The Holder further represents that it has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Securities.

(d) Investment Experience. The Holder is an investor in securities of companies in the development stage and acknowledges that it is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Securities. If other than an individual, the Holder also represents it has not been organized solely for the purpose of acquiring the Securities.

(e) Accredited Investor. The Holder is an "accredited investor" within the meaning of Rule 501 of Regulation D, as presently in effect, as promulgated by the Securities and Exchange Commission (the "SEC") under the Act.

(f) Restricted Securities. The Holder understands that the Securities are characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and

that under such laws and applicable regulations such securities may be resold without registration under the Act, only in certain limited circumstances. In this connection, the Holder represents that it is familiar with Rule 144, as presently in effect, as promulgated by the SEC under the Act ("Rule 144"), and understands the resale limitations imposed thereby and by the Act.

(g) Further Limitations on Disposition. Without in any way limiting the representations set forth above, the Holder further agrees not to make any disposition of all or any portion of the Shares unless and until the transferee has agreed in writing for, the benefit of the Company to be bound by the terms of this Section 6(g), Section 20 of this Warrant, and :

(i) there is then in effect a registration statement under the Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) the Holder shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and if reasonably requested by the Company, the Holder shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such shares under the Act. It is agreed that the Company will not require opinions of counsel for transactions made pursuant to Rule 144 except in extraordinary circumstances.

(h) Legends. It is understood that the Shares may bear the following legend:

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SUCH ACT OR UNLESS SOLD PURSUANT TO RULE 144 UNDER SUCH ACT."

The foregoing legend shall be removed from the certificates representing the Shares, at the request of the holder thereof, if the Company has completed its Initial Public Offering under the Act and the holder shall have obtained an opinion of counsel (which counsel may be counsel to the Company) to the effect that the securities proposed to be disposed of may lawfully be so disposed without registration, qualification and legend.

7. State Commissioners of Corporations. THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS WARRANT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION FOR SUCH SECURITIES PRIOR TO SUCH QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM QUALIFICATION BY SECTION 25100, 25102 OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS WARRANT ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

8. Adjustment of Exercise Price and Number of Shares. The number and kind of Shares purchasable upon exercise of this Warrant and the Exercise Price shall be subject to adjustment from time to time as follows:

(a) Subdivisions, Combinations and Other Issuances. If the Company shall at any time after the issuance but prior to the expiration of this Warrant subdivide its Common Stock, by split-up or otherwise, or combine its Common Stock, or issue additional shares of its Preferred Stock or Common Stock as a dividend with respect to any shares of its Common Stock, the number of Shares issuable on the exercise of this Warrant shall forthwith be proportionately increased in the case of a subdivision or stock dividend, or proportionately decreased in the case of a combination. Appropriate adjustments shall also be made to the Exercise Price payable per share, but the aggregate Exercise Price payable for the total number of Shares purchasable under this Warrant (as adjusted) shall remain the same. Any adjustment under this Section 8(a) shall become effective at the close of business on the date the subdivision or combination becomes effective, or as of the record date of such dividend, or in the event that no record date is fixed, upon the making of such dividend.

(b) Reclassification, Reorganization and Consolidation. In case of any reclassification, capital reorganization or change in the capital stock of the Company (other than as a result of a subdivision, combination or stock dividend provided for in Section 8(a) above), or a merger or consolidation of the Company with or into another entity (other than a merger or consolidation constituting a Corporate Transaction), then, as a condition of such reclassification, reorganization, change, merger or consolidation, lawful provision shall be made, and duly executed documents evidencing the same from the Company or its successor shall be delivered to the Holder, so that the Holder shall have the right at any time prior to the expiration of this Warrant to purchase, at a total price equal to that payable upon the exercise of this Warrant, the kind and amount of shares of stock and other securities or property receivable in connection with such reclassification, reorganization, change, merger or consolidation by a holder of the same number and type of securities as were purchasable as Shares by the Holder immediately prior to such reclassification, reorganization, change, merger or consolidation. In any such case appropriate provisions shall be made with respect to the rights and interest of the Holder so that the provisions hereof shall thereafter be applicable with respect to any shares of stock or other securities or property deliverable upon exercise hereof, and appropriate adjustments shall be made to the Exercise Price per Share payable hereunder, provided the aggregate Exercise Price shall remain the same.

(c) Notice of Adjustment. When any adjustment is required to be made in the number or kind of shares purchasable upon exercise of the Warrant, or in the Exercise Price, the Company shall promptly notify the Holder of such event and of the number of Shares or other securities or property thereafter purchasable upon exercise of this Warrant.

(d) In the event of any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any security or right convertible into or entitling the holder thereof to receive or any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, the Company shall mail to the Holder at least twenty (20) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution, security or right, and the amount and character of such dividend, distribution, security or right.

(e) The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the exercise of this Warrant, such number of its shares of Common Stock as shall from time to time be sufficient to effect the exercise of this Warrant in full and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the exercise in full of this Warrant, the Company will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to the Certificate of Incorporation of the Company.

9. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant, but in lieu of such fractional shares the Company shall make a cash payment therefor on the basis of the Exercise Price then in effect.

10. No Stockholder Rights. Prior to exercise of this Warrant, the Holder shall not be entitled to any rights of a stockholder with respect to the Shares, including (without limitation) the right to vote such Shares, receive dividends or other distributions thereon, exercise preemptive rights or be notified of stockholder meetings, and, except as otherwise provided in this Warrant, such Holder shall not be entitled to any stockholder notice or other communication concerning the business or affairs of the Company.

11. Transfer of Warrant. Subject to Section 6(g) above, this Warrant and all rights hereunder are transferable in whole or in part by the Holder only with the prior written consent of the Company (which consent shall not be unreasonably withheld or delayed). Within a reasonable time after a Company approved transfer and receipt of an executed Assignment Form in substantially the form attached hereto, the transfer shall be recorded on the books of the Company upon the surrender of this Warrant, properly endorsed, to the Company at its principal offices, and the payment to the Company of all transfer taxes and other governmental charges imposed on such transfer. In the event of a partial transfer, the Company shall issue to the new holders one (1) or more appropriate new warrants.

12. Governing Law. This Warrant shall be governed by and construed under the laws of the State of California as applied to agreements among California residents, made and to be performed entirely within the State of California.

13. Successors and Assigns. The terms and provisions of this Warrant shall inure to the benefit of, and be binding upon, the Company and the Holder and their respective successors and assigns.

14. Titles and Subtitles. The titles and subtitles used in this Warrant are used for convenience only and are not to be considered in construing or interpreting this Warrant.

15. Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at the following addresses (or at such other addresses as shall be specified by notice given in accordance with this Section 15):

If to the Company:

Scopely, Inc.
3530 Hayden Avenue, Suite A
Culver City, CA 90232
Attention: Walter Driver

If to Holder:

At the address shown on the signature page hereto.

16. Finder's Fee. Each party represents that it neither is or will be obligated for any finder's fee or commission in connection with this transaction. The Holder agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which the Holder or any of its officers, partners, employees or representatives is responsible. The Company agrees to indemnify and hold harmless the Holder from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

17. Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of this Warrant, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

18. Entire Agreement: Amendments and Waivers. This Warrant and any other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. Nonetheless, any term of this Warrant may be amended and the observance of any term of this agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Company and the Holder; or if this Warrant has been assigned in part, by the holders or rights to purchase a majority of the shares originally issuable pursuant to this Warrant.

19. Severability. If any provision of this Warrant is held to be unenforceable under applicable law, such provision shall be excluded from this Warrant and the balance of the Warrant shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

20. "Market Stand-Off" Agreement. The Holder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the Company's Initial Public Offering and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (180) days) (i) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of the Company's capital stock acquired through the exercise of this Warrant, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Company's capital stock acquired through the exercise of this Warrant, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of securities, in cash or otherwise. The underwriters in connection with the Company's Initial Public Offering are intended third party beneficiaries of this Section and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in the Company's Initial Public Offering that are consistent with this Section 20 or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer

instructions with respect to the Shares until the end of such period. Notwithstanding anything to the contrary contained in this Section 20, this Section 20 shall be of no force or effect unless all licensors, officers and directors of the Company are subject to substantively similar "market stand off" provisions.

Holder agrees that a legend reading substantially as follows shall be placed on all certificates representing the Shares:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK-UP PERIOD AFTER THE EFFECTIVE DATE OF THE ISSUER'S REGISTRATION STATEMENT FILED UNDER THE ACT, AS AMENDED, AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THESE SECURITIES, A COPY OF WHICH MAY BE OBTAINED AT THE ISSUER'S PRINCIPAL OFFICE. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SHARES.

The foregoing legend shall be removed from the certificates representing the Shares, at the request of the holder thereof, at such time as the lock-up period described above shall have expired.

IN WITNESS WHEREOF, the parties have executed this Warrant as of the date first written above.

SCOPELY, INC.

By: */s/ Walter Driver III*
Walter Driver III
Chief Executive Officer

Address:

3530 Hayden Avenue, Suite A
Culver City, CA 90232

IN WITNESS WHEREOF, the parties have executed this Warrant as of the date first written above.

ACKNOWLEDGED AND AGREED:

HOLDER:

BUMBIO LLC,
A Delaware limited liability company

By: */s/ David Alpert*
Name: David Alpert
Title: CEO

Address:

9570 W. Pico Blvd.
Los Angeles, CA 90035
With a copy via email to: legalish@skybound.com

NOTICE OF EXERCISE

SCOPELY, INC.

Attention: Corporate Secretary

The undersigned hereby elects to purchase, pursuant to the provisions of the Warrant, as follows:

☐ _____ shares of Common Stock pursuant to the terms of the attached Warrant, and tenders herewith payment in cash of the Exercise Price of such Shares in full, together with all applicable transfer taxes, if any.

☐ Net Exercise the attached Warrant with respect to _____ Shares.

The undersigned hereby represents and warrants that Representations and Warranties in Section 6 of the Warrant are true and correct as of the date hereof.

HOLDER:

Date: _____

By:

Address: _____

_____

_____

Name in which shares should be registered:

_____

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name: _____
(Please Print)

Address: _____
(Please Print)

Dated: _____

Holder's Signature: _____

Holder's Address: _____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant Officers of corporations and those acting in a fiduciary or other representative capacity should provide proper evidence of authority to assign the foregoing Warrant.

Exhibit 4.1

FORM OF SUBSCRIPTION AGREEMENT

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK. THIS INVESTMENT IS SUITABLE ONLY FOR PERSONS THAT CAN BEAR THE ECONOMIC RISK FOR AN INDEFINITE PERIOD OF TIME AND THAT CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. FURTHERMORE, INVESTORS MUST UNDERSTAND THAT THEIR INVESTMENT IS ILLIQUID AND IS EXPECTED TO CONTINUE TO BE ILLIQUID FOR AN INDEFINITE PERIOD OF TIME. NO PUBLIC MARKET EXISTS FOR THE UNITS (AS DEFINED BELOW), AND NO PUBLIC MARKET IS EXPECTED TO DEVELOP FOLLOWING THE OFFERING (AS DEFINED BELOW).

THE SALE OF THE UNITS HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "SECURITIES ACT") OR ANY STATE SECURITIES OR BLUE SKY LAWS, AND THE UNITS ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND STATE SECURITIES OR BLUE SKY LAWS. ALTHOUGH A REGULATION A OFFERING STATEMENT HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), IT DOES NOT INCLUDE THE SAME INFORMATION THAT WOULD BE INCLUDED IN A REGISTRATION STATEMENT UNDER THE SECURITIES ACT. THE UNITS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THE OFFERING OR THE ADEQUACY OR ACCURACY OF THIS SUBSCRIPTION AGREEMENT OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO SUBSCRIBER (AS DEFINED BELOW) IN CONNECTION WITH THE OFFERING OVER THE WEB-BASED PLATFORM MAINTAINED BY OPENDEAL BROKER LLC. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

INVESTORS THAT ARE NOT "ACCREDITED INVESTORS" (AS THAT TERM IS DEFINED IN SECTION 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT) ARE SUBJECT TO LIMITATIONS ON THE AMOUNT THEY MAY INVEST, AS SET FORTH IN SECTION 4. THE COMPANY (AS DEFINED BELOW) IS RELYING ON THE REPRESENTATIONS AND WARRANTIES SET FORTH BY SUBSCRIBER IN THIS SUBSCRIPTION AGREEMENT AND THE OTHER INFORMATION PROVIDED BY SUBSCRIBER IN CONNECTION WITH THE OFFERING TO DETERMINE THE APPLICABILITY TO THE OFFERING OF EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

THE OFFERING MATERIALS MAY CONTAIN FORWARD-LOOKING STATEMENTS AND INFORMATION RELATING TO, AMONG OTHER THINGS, THE COMPANY, ITS BUSINESS PLAN AND STRATEGY, AND ITS INDUSTRY. THESE FORWARD-LOOKING STATEMENTS ARE BASED ON THE BELIEFS OF, ASSUMPTIONS MADE BY, AND INFORMATION CURRENTLY AVAILABLE TO THE COMPANY'S MANAGEMENT. WHEN USED IN THE OFFERING MATERIALS, THE WORDS "ESTIMATE," "PROJECT," "BELIEVE," "ANTICIPATE," "INTEND," "EXPECT" AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. THESE STATEMENTS REFLECT MANAGEMENT'S CURRENT VIEWS WITH RESPECT TO FUTURE EVENTS AND ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE THE COMPANY'S ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTAINED IN THE FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE ON WHICH THEY ARE MADE. THE COMPANY DOES NOT UNDERTAKE ANY OBLIGATION TO REVISE OR UPDATE THESE FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS OR CIRCUMSTANCES AFTER SUCH DATE OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS.

THE COMPANY MAY NOT BE OFFERING THE UNITS IN EVERY STATE. THE OFFERING MATERIALS DO NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR JURISDICTION IN WHICH THE UNITS ARE NOT BEING OFFERED.

THE COMPANY RESERVES THE RIGHT IN ITS SOLE DISCRETION AND FOR ANY REASON WHATSOEVER TO MODIFY, AMEND AND/OR WITHDRAW ALL OR A PORTION OF THE OFFERING AND/OR ACCEPT OR REJECT IN WHOLE OR IN PART ANY PROSPECTIVE INVESTMENT IN THE UNITS OR TO ALLOT TO ANY PROSPECTIVE

INVESTOR FEWER THAN THE NUMBER OF UNITS THE INVESTOR DESIRES TO PURCHASE. EXCEPT AS OTHERWISE INDICATED, THE OFFERING MATERIALS SPEAK AS OF THEIR DATE. NEITHER THE DELIVERY NOR THE PURCHASE OF THE UNITS WILL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THAT DATE.

TO: Mr. Mango LLC
9570 West Pico Boulevard
Los Angeles, California 90035

Ladies and Gentlemen:

1. Subscription.

(a) The undersigned ("**Subscriber**") hereby irrevocably subscribes for and agrees to purchase limited liability company common equity interests ("**Units**"), at a purchase price of $500.00 per Unit, of Mr. Mango LLC, a Delaware limited liability company (the "**Company**"), upon the terms and conditions set forth herein. The minimum subscription is $500.00 (1 Unit).

(b) Subscriber understands that the Units are being offered pursuant to an offering circular dated [_____], 2022 (the "**Offering Circular**") included in the offering statement of the Company filed with the SEC (the "**Offering Statement**"). By executing this Subscription Agreement, Subscriber acknowledges that he, she or it has received this Subscription Agreement, copies of the Offering Circular and Offering Statement, including exhibits thereto and any other information required by Subscriber to make an investment decision.

(c) Subscriber's subscription may be accepted or rejected in whole or in part, by the Company, in its sole discretion, at any time before a Closing Date (as defined below). In addition, the Company, in its sole discretion, may allocate to Subscriber only a portion of the number of Units for which Subscriber has subscribed. The Company will notify Subscriber whether his, her or its subscription is accepted (whether in whole or in part) or rejected. If Subscriber's subscription is rejected, Subscriber's payment (or portion thereof, if partially rejected) will be returned to Subscriber without interest and all of Subscriber's obligations hereunder will terminate.

(d) The aggregate number of Units sold will not exceed 150,000. The Company may accept subscriptions until the earliest of (i) the 240th day after the date as of which the SEC qualifies the Offering Statement (or such later day as the Company determines, if, in its sole discretion, it extends the offering of the Units (the "**Offering**"), (ii) the date as of which all Units offered by the Offering Circular have been sold and (iii) any such earlier time as the Company may determine in its sole discretion, regardless of the number of Units sold and the amount of capital raised (the earliest of such dates, the "**Termination Date**"). The Company may elect at any time to close all or any portion of the Offering, on various dates at or before the Termination Date (each, a "**Closing Date**").

(e) In the event of rejection of this subscription in its entirety, or if the sale of the Units (or any portion thereof) is not consummated for any reason, this Subscription Agreement will have no force or effect, except for this Section 1(e) and Section 5 hereof (and, to the extent relevant thereto, Sections 4 and 6), each of which will remain in force and effect.

2. Purchase Procedure.

(a) Payment. The purchase price for the Units will be paid simultaneously with the execution and delivery to the Company of the signature page of this Subscription Agreement. Subscriber shall deliver a signed copy of this Subscription Agreement along with payment for the aggregate purchase price of the Units by debit card, credit card, ACH electronic transfer, wire transfer, or check to an account designated by the Company, or by any combination of such methods.

(b) Recordkeeping. Subscriber will receive notice of the Units owned by Subscriber, as reflected on the Company's books and records, which will bear a notation that the Units were sold in reliance upon Regulation A.

3. Representations and Warranties of the Company.

The Company represents and warrants to Subscriber as follows:

(a) Organization and Standing. The Company is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware. The Company has all requisite power and authority to own and operate its properties and assets, to execute

and deliver this Subscription Agreement and any other agreements or instruments required hereunder. The Company is duly qualified and is authorized to do business and is in good standing as a foreign limited liability company in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business.

(b) Issuance of the Units. The issuance, sale and delivery of the Units in accordance with this Subscription Agreement have been duly authorized by all necessary corporate action on the part of the Company. The Units, when so issued, sold and delivered against payment therefor in accordance with the provisions of this Subscription Agreement, will be duly and validly issued, fully paid and non-assessable.

(c) Authority. The execution and delivery by the Company of this Subscription Agreement and the consummation of the transactions contemplated hereby (including the issuance, sale and delivery of the Units) are within the Company's powers and have been duly authorized by all necessary corporate action on the part of the Company. Upon its execution, this Subscription Agreement will constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with this Subscription Agreement's terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and (iii) with respect to provisions relating to indemnification and contribution, as limited by considerations of public policy and by federal or state securities laws.

(d) No filings. Assuming the accuracy of Subscriber's representations and warranties set forth in Section 4 hereof, no order, license, consent, authorization or approval of, or exemption by, or action by or in respect of, or notice to, or filing or registration with, any governmental body, agency or official is required by or with respect to the Company in connection with its execution, delivery and performance of this Subscription Agreement, except (i) for such filings as may be required under Regulation A or under any applicable state securities laws, (ii) for such other filings and approvals as have been made or obtained, or (iii) where the failure to obtain any such order, license, consent, authorization, approval or exemption or give any such notice or make any filing or registration would not have a material adverse effect on the ability of the Company to perform its obligations hereunder.

(e) Capitalization. Disclosure of the number of authorized and outstanding securities of the Company immediately before the initial investment in the Units is as set forth under "Securities Being Offered" in the Offering Circular. Except as set forth in the Offering Circular, the Company has no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal), or agreements of any kind (oral or written) for the purchase or acquisition from the Company of any of its securities.

(f) Financial statements. Complete copies of the Company's financial statements (consisting of (i) the audited balance sheet of the Company as at December 31, [YEAR] and [YEAR] and the related statements of income, members' equity and cash flows for the years ending December 31, [YEAR] and [YEAR] (the "**Audited Statements**") and (ii) the unaudited balance sheet of the Company as at [DATE] and [DATE] and the related statements of income, members' equity and cash flows for the period of ___ months ending [DATE] and [DATE] (the Audited Statements, together with the financial statements described in clause (ii) of this Section 3(f), the "**Financial Statements**") have been made available to Subscriber and appear in the Offering Circular. The Financial Statements are based on the books and records of the Company and fairly present in all material respects the financial condition of the Company as of the respective dates they were prepared and the results of the operations and cash flows of the Company for the periods indicated. dbbmckennon, which has audited the Audited Statements, is an independent accounting firm within the rules and regulations adopted by the SEC.

(g) Proceeds. The Company shall use the proceeds from the issuance and sale of the Units as set forth in "Use of Proceeds" in the Offering Circular.

(h) Litigation. Except as set forth in the Offering Circular, there is no pending action, suit, proceeding, arbitration, mediation, complaint, claim, charge or investigation before any court, arbitrator, mediator or governmental body, or to the Company's knowledge, currently threatened in writing (i) against the Company or (ii) against any consultant, officer, manager, director or key employee of the Company arising out of his or her consulting, employment or board relationship with the Company or that could otherwise materially impact the Company.

4. Representations and Warranties of Subscriber. By executing this Subscription Agreement, Subscriber (and, if Subscriber is purchasing the Units subscribed for hereby in a fiduciary capacity, the person or persons for whom or for which Subscriber is so purchasing) represents and warrants to the Company as follows, in each case as of Subscriber's respective Closing Date(s):

(a) Requisite Power and Authority. Subscriber has all necessary power and authority under all applicable provisions of law to execute and deliver this Subscription Agreement and other agreements required hereunder and to carry out their provisions. All actions on Subscriber's part required for the lawful execution and delivery of this Subscription Agreement and other agreements required hereunder have been or will be effectively taken before Subscriber's Closing Date. Upon their execution and delivery, this Subscription Agreement and other agreements required hereunder will be valid and binding obligations of Subscriber, enforceable in accordance with their respective terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (ii) as limited by general principles of equity that restrict the availability of equitable remedies.

(b) Investment Representations. Subscriber understands that the sale of the Units has not been registered under the Securities Act and that the Units are being offered and sold pursuant to an exemption from registration contained in the Securities Act and, in part, upon Subscriber's representations contained in this Subscription Agreement.

(c) Illiquidity and Continued Economic Risk. Subscriber acknowledges and agrees that there is no ready public market for the Units and that there is no guarantee that a market for their resale will ever exist. Subscriber must bear the economic risk of this investment indefinitely, and the Company has no obligation to list the Units on any market or take any steps (including registration under the Securities Act or the Securities Exchange Act of 1934) with respect to facilitating trading or resale of the Units. Subscriber acknowledges that Subscriber is able to bear the economic risk of losing Subscriber's entire investment in the Units. Subscriber also understands that an investment in the Company involves significant risks, and Subscriber has taken full cognizance of and understands all of the risk factors relating to the purchase of Units.

(d) Accredited Investor Status or Investment Limits. Subscriber represents that:

> EITHER (i) Subscriber is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act (in which case Subscriber has truthfully indicated, on the signature page of this Subscription Agreement, the numbered paragraph(s) of Appendix A (attached hereto) corresponding to Subscriber's accredited investor status);
>
> OR (ii) The purchase price set forth in paragraph (b) of the signature page to this Subscription Agreement, together with any other amounts previously used to purchase Units in the Offering, does not exceed (A) 10% of the greater of Subscriber's annual income or net worth (if Subscriber is a natural person) or (B) 10% of the greater of Subscriber's annual revenue or net assets at fiscal year end (if Subscriber is not a natural person).

(e) Professional advice. To the extent that Subscriber has any questions with respect to his, her or its status as an accredited investor, or as to the application of the investment limits, Subscriber has sought professional advice.

(f) Member information. Within five days after receipt of a request from the Company, Subscriber hereby shall provide such information with respect to its status as a member (or potential member) of the Company and execute and deliver such documents as may reasonably be necessary to comply with any and all laws and regulations to which the Company is or may become subject. **Subscriber further agrees that in the event he, she or it transfers any Units, Subscriber will require the transferee of such Units to agree to provide such information to the Company as a condition of such transfer.**

(g) Company Information. Subscriber understands that the Company is subject to all the risks that apply to early-stage companies, whether or not those risks are explicitly set out in the Offering Circular. Subscriber has had such opportunity as he, she or it deems necessary (which opportunity may have presented through online chat or commentary functions) to discuss the Company's business, management and financial affairs with managers, officers and management of the Company and has had the opportunity to review the Company's operations and facilities. Subscriber has also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of this investment. Subscriber acknowledges that except as set forth herein, no representations or warranties have been made to Subscriber, or to Subscriber's advisors or representative, by the Company or others with respect to the business or prospects of the Company or its financial condition.

(h) Valuation. Subscriber acknowledges that the price of the Units was set by the Company on the basis of the Company's internal valuation and no warranties are made as to value. Subscriber further acknowledges that future offerings of Units may be made at lower valuations, with the result that Subscriber's investment will bear a lower valuation.

(i) Domicile. Subscriber maintains Subscriber's domicile (and is not a transient or temporary resident) at the address shown on the signature page.

(j) No Brokerage Fees. There are no claims for brokerage commission, finders' fees or similar compensation in connection with the transactions contemplated by this Subscription Agreement or related documents based on any arrangement or agreement binding upon Subscriber.

(k) Foreign Investors. If Subscriber is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986), Subscriber hereby represents that he, she or it has satisfied himself, herself or itself, as the case may be, as to the full observance of the laws of Subscriber's jurisdiction in connection with any invitation to subscribe for the Units or any use of this Subscription Agreement, including (i) the legal requirements within his, her or its jurisdiction for the purchase of the Units, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Units. Subscriber's subscription and payment for and continued beneficial ownership of the Units will not violate any applicable securities or other laws of Subscriber's jurisdiction.

5. Survival of Representations and Indemnity. The representations, warranties and covenants made by Subscriber herein and the rights and agreements set forth in Section 6 will survive the Termination Date. Subscriber agrees to indemnify and hold harmless the Company and its respective officers, directors and affiliates, and each other person, if any, that controls the Company within the meaning of Section 15 of the Securities Act against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all reasonable attorneys' fees, including attorneys' fees on appeal) and expenses reasonably incurred in investigating, preparing or defending against any false representation or warranty or breach of failure by Subscriber to comply with any covenant or agreement made by Subscriber herein or in any other document furnished by Subscriber to any of the foregoing in connection with this transaction.

6. Market Stand-off. Subscriber shall not sell or otherwise transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale of, any Unit (or other securities of the Company) held by Subscriber during the one hundred eighty (180) day period following the effective date of a registration statement filed under the Securities Act (or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including the restrictions contained in NYSE Rule 472(f)(4) or any successor provisions or amendments thereto). The Company may impose stop-transfer instructions and may notate each such certificate, instrument or book entry with a legend indicating that the securities represented by such certificate, instrument or book entry are subject to the foregoing restriction until the end of such one hundred eighty (180) day (or other) period. Subscriber agrees to execute a market stand-off agreement with the underwriters in the related offering in customary form consistent with the provisions of this Section 6.

7. Governing Law; Jurisdiction. This Subscription Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware.

EACH OF SUBSCRIBER AND THE COMPANY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED WITHIN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS RELATING TO THIS SUBSCRIPTION AGREEMENT NOT ARISING UNDER THE FEDERAL SECURITIES LAWS MAY BE LITIGATED IN SUCH COURTS. EACH OF SUBSCRIBER AND THE COMPANY ACCEPTS FOR HIMSELF, HERSELF OR ITSELF, AS APPLICABLE, AND IN CONNECTION WITH SUBSCRIBER'S AND THE COMPANY'S RESPECTIVE PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS SUBSCRIPTION AGREEMENT NOT ARISING UNDER THE FEDERAL SECURITIES LAWS. EACH OF SUBSCRIBER AND THE COMPANY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN THE MANNER AND IN THE ADDRESS SPECIFIED IN SECTION 8 AND THE SIGNATURE PAGE OF THIS SUBSCRIPTION AGREEMENT.

8. Notices. Notice, requests, demands and other communications relating to this Subscription Agreement and the transactions contemplated herein are to be in writing and deemed duly given if and when (a) delivered personally, on the date of such delivery; (b) mailed by registered or certified mail, postage prepaid, return receipt requested, in the third day after the posting thereof; or (c) emailed,

upon the posting of a record of such communication as "received" in the email system of the recipient party, to the address of the respective parties as follows:

If to the Company, to:	with a required copy to:
Mr. Mango LLC 570 West Pico Boulevard Los Angeles, California 90035	Ross Law Group, PLLC 1430 Broadway, Suite 1804 New York, New York 10018
Attention: Ned Sherman, Esq. Email: NSherman@skybound.com	Attention: Gary J. Ross, Esq. Email: Gary@RossLawGroup.co

If to Subscriber, to Subscriber's address as shown on the signature page hereto or to such other address as may be specified by written notice from time to time by the party entitled to receive such notice. Any notices, requests, demands or other communications by telecopy or cable are to be confirmed by letter given in accordance with Section 8(a) or 8(b) above.

9. Miscellaneous.

(a) All pronouns and any variations thereof will be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons or entity or entities may require.

(b) This Subscription Agreement is not transferable or assignable by Subscriber.

(c) The representations, warranties and agreements contained herein will be deemed to be made by and be binding upon Subscriber and his, her or its heirs, executors, administrators and successors and will inure to the benefit of the Company and its successors and assigns. With respect to any representation or warranty made in this Subscription Agreement, (i) an individual shall be deemed to have "knowledge" of a particular fact or other matter if the individual is actually aware of that fact and (ii) the Company will be deemed to have "knowledge" of a particular fact or other matter if one of the Company's current officers has, or at any time had, actual knowledge of that fact or other matter.

(d) None of the provisions of this Subscription Agreement may be waived, changed or terminated orally or otherwise, except as specifically set forth herein or except by a writing signed by the Company and Subscriber.

(e) In the event any part of this Subscription Agreement is found to be void or unenforceable, the remaining provisions are intended to be separable and binding with the same effect as if the void or unenforceable part were never the subject of agreement.

(f) The invalidity, illegality or unenforceability of one or more of the provisions of this Subscription Agreement in any jurisdiction will not affect the validity, legality or enforceability of the remainder of this Subscription Agreement in such jurisdiction or the validity, legality or enforceability of this Subscription Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder will be enforceable to the fullest extent permitted by law.

(g) This Subscription Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof.

(h) The terms and provisions of this Subscription Agreement are intended solely for the benefit of each party hereto and their respective successors and assigns, and it is not the intention of the parties to confer, and no provision hereof will confer, third-party beneficiary rights upon any other person.

(i) The headings used in this Subscription Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

(j) This Subscription Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(k) If the Company effects any recapitalization or other transaction affecting its equity, any new, substituted or additional securities or other property which is distributed with respect to the Units will immediately become subject to this Subscription Agreement, to the same extent that the Units, immediately prior thereto, will have been covered by this Subscription Agreement.

(l) No failure or delay by any party in exercising any right, power or privilege under this Subscription Agreement will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided will be cumulative and not exclusive of any rights or remedies provided by law.

[SIGNATURE PAGE FOLLOWS]

MR. MANGO LLC

SUBSCRIPTION AGREEMENT SIGNATURE PAGE

Subscriber, desiring to purchase Units of Mr. Mango LLC, hereby executes the Subscription Agreement to which this signature page is attached.

(a) If Subscriber is an accredited investor (as that term is defined in Regulation D under the Securities Act), because Subscriber meets the criteria set forth in one or more of the numbered paragraph(s) of Appendix A, then print the applicable paragraph number(s) from Appendix A: _____).

(b) Subscriber is paying an aggregate purchase price of $_____ for _____ Units.

(c) The Units being subscribed for will be owned by, and should be recorded on the Company's books as held in the name of:

_____
(print name of owner or names of joint owners)

_____
Signature of Subscriber

_____
Name (please print)

_____
Email address

_____
Address

_____
Telephone Number

_____
Social Security Number/EIN

_____
Date

If the Units are to be purchased in joint names, both Subscribers must sign:

_____
Signature of Subscriber

Name (please print)

Email address

Address

Telephone Number

Social Security Number/EIN

Date

This subscription is accepted by the Company on _____, 202_.

MR. MANGO LLC

By: _____
Name: David Alpert
Title: Manager

Subscription Agreement
Signature Page

APPENDIX A

An accredited investor includes the following categories of investor. Please initial next to the number or numbers below that describe Subscriber. Additional verification may be required:

(1) Subscriber is a natural person whose individual net worth (or combined net worth with Subscriber's spouse if Subscriber is married) as of the date hereof exceeds $1,000,000. Except as set forth below, in calculating a person's net worth, (i) a person's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of the Units, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of the Units exceeds the amount outstanding sixty (60) days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of the Units shall be included as a liability.

(2) Subscriber is a natural person who had an individual "income" exceeding $200,000 during both of the two most recently completed calendar years (or a joint income with Subscriber's spouse in excess of $300,000 in each of those years) and who has a reasonable expectation of reaching the same income level in the current calendar year.

(3) Subscriber is a natural person who holds any of the following licenses from the Financial Industry Regulatory Authority (FINRA): a General Securities Representative license (Series 7), a Private Securities Offerings Representative license (Series 82), or a Licensed Investment Adviser Representative license (Series 65).

(4) Subscriber is a natural person who is a "knowledgeable employee" of the Company, if the Company were an "investment company" within the meaning of the Investment Company Act of 1940 (the "**ICA**") but for Section 3(c)(1) or Section 3(c)(7) of the ICA.

(5) Subscriber is a "business development company," as defined in Section 2(a)(48) of the Investment Company Act of 1940 (the "**ICA**").

(6) Subscriber is an investment adviser registered under the Investment Advisers Act of 1940 (the "**Advisers Act**") or the laws of any state.

(7) Subscriber is an investment adviser described in section 203(l) (venture capital fund advisers) or section 203(m) (exempt reporting advisers) of the Advisers Act.

(8) Subscriber is a trust with total assets in excess of $5,000,000 that was not formed for the specific purpose of acquiring the securities offered hereby, and the investment decisions for which are made by a sophisticated person capable of evaluating the merits and risks of the proposed investment.

(9) Subscriber is a revocable trust that may be amended or revoked at any time by the grantors thereof, and all of the grantors are accredited investors.

(10) Subscriber is a Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or Section 301(d) of the Small Business Investment Act of 1958.

(11) Subscriber is a "private business development company" as defined in Section 202(a)(22) of the Advisers Act.

(12) Subscriber is a bank, insurance company, registered investment company, business development company, small business investment company, or rural business development company.

(13) Subscriber is a "family office," as defined in rule 202(a)(11)(G)-1 under the Advisers Act, if the family office (i) has assets under management in excess of $5,000,000, (ii) was not formed for the specific purpose of acquiring the securities offered, and (iii) is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

(14) Subscriber is a "family client," as defined in rule 202(a)(11)(G)-1 under the Advisers Act, of a family office meeting the requirements above, whose investment in the Company is directed by such family office.

(15) Subscriber is a corporation, a limited liability company, a Massachusetts or similar business trust, a partnership, or a non-profit organization of the type described in Internal Revenue Code section 501(c)(3), in each case not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000.

(16) Subscriber is an "employee benefit plan" (within the meaning of Title I of the Employee Retirement Income Security Act of 1974) and either (i) the decision to invest in the Company was made by a plan fiduciary that is a bank, savings and loan association, insurance company, or registered investment adviser; (ii) the plan has total assets exceeding $5,000,000; or (iii) if a self-directed plan, investment decisions are made solely by persons who, if executing this document, would qualify as an accredited investor under one or more of the numbered paragraphs above.

(17) Subscriber is a plan established and maintained by a State, its political subdivisions, or an agency or instrumentality of a State or its political subdivisions, for the benefit of its employees, and the plan has assets in excess of $5,000,000.

(18) Subscriber is an entity, including Indian tribes, governmental bodies, funds, and entities organized under the laws of foreign countries, that was not formed to invest in the securities offered and own investment assets in excess of $5 million.

(19) Subscriber is an entity. Each of Subscriber's equity investors, if executing this document, would qualify as an accredited investor under one or more of the numbered paragraphs above.

Exhibit 6.1

SECURED PROMISSORY NOTE
("NOTE")

$300,000 July 23, 2021

For value received, Ian Howe ("***Maker***"), unconditionally promises to pay to the order of Mr. Mango LLC, a Delaware limited liability company ("***Payee***"), the principal amount of Three Hundred Thousand Dollars ($300,000) (the "***Principal***"), together with interest thereon calculated in accordance with the provisions of this Note and all other obligations payable hereunder (collectively, the "***Indebtedness***"). The Principal and all other Indebtedness shall be due and payable in full on demand (such date the "***Demand Date***") or upon the occurrence of an Event of Default and acceleration of the Principal by Payee thereafter.

Interest shall accrue from the date hereof at the rate of 2.05% per annum during the term hereof; provided, however, that after the earlier of (i) the Demand Date or (ii) the occurrence of an Event of Default (as hereinafter defined), interest shall accrue on the principal amount of this Note at the rate of 4.05% (the "***Default Rate***") per annum until, in the case of clause (i) the principal amount hereof plus interest accrued thereon is paid in full in cash and/or, in the case of clause (ii), any such Event of Default has been cured or waived.

Accrued but unpaid interest owing on the Principal hereunder shall be due and payable in arrears upon the Demand Date. Interest shall be calculated on the basis of a 360-day year for the actual number of days in which any Principal, accrued but unpaid interest, or any other sum due from Maker to Payee pursuant to this Note remains outstanding.

Maker may prepay all or any portion of the Indebtedness without premium or penalty at any time. All payments on account of the Indebtedness, including prepayments, if any, shall be applied first to Payee's costs of collecting the Indebtedness, if any, then to accrued and unpaid interest (including any accrued and unpaid interest at the Default Rate) and lastly to payment of outstanding Principal. Payments of the Indebtedness shall be delivered to Payee by wire transfer of immediately available funds to an account designated by Payee or such other method as Payee may designate in writing from time to time.

As security for the full and timely payment of the Indebtedness, Maker hereby pledges, assigns, delivers and transfer to Payee, and grant to Payee a continuing security interest in (a) all of the outstanding shares of common stock of Skybound Game Studios, Inc., a Delaware corporation, owned by Maker, which are uncertificated, (b) all contract rights, voting rights and other management rights in connection therewith, (c) all documents, instruments, contracts or other writings executed in connection therewith, (d) any instruments, documents, general intangibles, payment intangibles, and supporting obligations; (e) any books and records in connection with the foregoing and (f) additions and accessions to, substitutions for and replacements, products and cash and non-cash proceeds of all of the foregoing property (all of the foregoing personal property is collectively, the "***Pledged Collateral***"). Terms used in the definition of Pledged Collateral shall have the meaning ascribed to such terms in the Uniform Commercial Code as adopted by the State of New York and as amended or restated from time to time (the "***UCC***").

Maker hereby authorizes Payee to, at the expense of Maker, file UCC financing statements and amendments to, renewals and continuations of UCC financing statements and other filings or recordings in all jurisdictions where Payee determines appropriate and authorizes Payee to describe the Pledged Collateral in such financing statements in any manner as Payee determines appropriate. Maker further agrees not to sell, lease, assign, or encumber the Pledged Collateral (including the grant of any further security interest in the Pledged Collateral) outside the ordinary course of its business without Payee's prior written consent.

Maker represents and warrants to Payee, as of the date hereof and as of the date of any Advance, that (a) Maker has all the requisite power and authority to execute, deliver and perform all of its obligations under this Note, (b) Maker's obligations under this Note have been duly authorized and approved by all necessary actions, (c) this Note constitutes a valid and binding obligation of Maker, enforceable against Maker in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles and (d) Maker is the sole legal and beneficial owner of all Pledged Collateral, which collateral is free from any liens or encumbrances.

The occurrence of any one of the following events shall constitute a default by Maker (an "***Event of Default***") under this Note: (a) Maker fails to pay when and as required to be paid herein any amount due under or in connection with this Note; (b) Maker fails to perform or observe any other covenant or agreement (not specified in subsection (a) above) contained in this Note or any other document executed in connection herewith or therewith on its part to be performed or observed and such failure continues for more than three days; (c) any representation, warranty, certification or statement of fact made or deemed made by or on behalf of Maker herein or in any document delivered in connection herewith or therewith shall be incorrect or misleading when made or deemed made in any material respect and such representation, warranty certification or statement shall not have been cured within five (5) business days; (d) Maker institutes or consents to the institution of any proceeding under any insolvency law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such person and the appointment continues undischarged or unstayed for 15 calendar days; or any proceeding under any insolvency law relating to any such person or to all or any material part of its property is instituted without the consent of such person and continues undismissed or unstayed for 15 calendar days, or an order for relief is entered in any such proceeding; (e) Maker becomes unable or admits in writing its inability or fails generally to pay its debts as they become due; or (f) this Note or any lien granted hereunder at any time after its execution and delivery and for any reason, other than as expressly permitted hereunder or upon payment in full in cash of this Note, ceases to be in full force and effect.

Upon the occurrence and during the continuance of any Event of Default, Payee may cause all Indebtedness hereunder to be immediately due and payable and shall be entitled to exercise any and all of its rights and remedies under applicable law, including but not limited to its rights and remedies hereunder with respect to the Pledged Collateral. Upon the occurrence and during the continuance of any Event of Default, Payee, as a "secured party" (as such term is defined in the UCC), may proceed to enforce payment of same and to exercise any and all rights and remedies afforded to a "secured party" under the UCC.

Maker, for itself and for its successors and assigns, hereby irrevocably: (a) waives diligence, presentment and demand for payment, protest, notice, notice of protest and nonpayment, dishonor and notice of dishonor and all other demands or notices of any kind whatsoever and (b) agrees that this Note and any or all payments coming due hereunder may be extended from time to time in the discretion of Payee without in any way affecting or diminishing Maker's liability hereunder.

No delay in exercise of any right or remedy hereunder by Payee shall be deemed to be a waiver of any such right or remedy, nor shall the exercise of any right or remedy hereunder by Payee be deemed an election of remedies or a waiver of any other right or remedy. No waiver or limitation of any right or remedy hereunder by Payee shall be effective unless (and any such waiver or limitation shall be effective only to the extent) expressly set forth in a writing, signed and delivered by Payee to Maker. No amendment to this Note shall be effective unless expressed in a writing signed by Payee and Maker.

All notices or other communications hereunder shall be given in writing and shall be delivered personally or by messenger, transmitted via email, mailed, U.S. certified mail return receipt requested, or delivered by overnight courier service to the addresses of Payee and Maker set forth on the signature pages hereto, or such other address as any party hereto designates by written notice to the other party hereto, and shall be deemed to have been given upon delivery, if delivered personally or by messenger, upon confirmed receipt if transmitted by email, three (3) days after mailing, if sent by certified mail, or one (1) business day after delivery to the courier, if delivered by overnight courier service.

Time is hereby declared to be of the essence of this Note and of every part hereof.

This Note shall be governed by, interpreted under and construed in accordance with the laws and decisions of the State of New York without giving effect to the conflicts of laws principles thereof. This Note shall inure to the benefit of Payee and its successors, assigns and legal representatives, and shall be binding upon Maker and its successors and assigns; provided that Maker shall not assign any of its rights or obligations under this Note without the prior written consent of Payee.

It is the intention of Maker and Payee to conform to applicable usury laws, if any. Accordingly, notwithstanding anything to the contrary in this Note or any other agreement entered into in connection herewith, it is agreed as follows: (i) the aggregate of all interest and any other charges constituting interest under applicable law and contracted for, chargeable, or receivable under this Note or otherwise in connection with the obligation evidenced hereby shall under no circumstances exceed the maximum amount of interest permitted by applicable law, if any, and any excess shall be deemed a mistake and cancelled automatically and, if theretofore paid, shall be credited on the principal amount of this Note; and (ii) in the event that the entire unpaid balance of this Note is declared due and payable by Payee, then earned interest may never include more than the maximum amount permitted by applicable law, if any, and any unearned interest

shall be cancelled automatically and, if therefore paid, shall at the option of Maker, be credited, to the extent permitted by law, on the principal amount of this Note outstanding.

Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective, valid and enforceable under applicable law, but if any provision of this Note is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this Note, the balance of which shall remain in and have its intended full force and effect; provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

MAKER AND PAYEE IRREVOCABLY AGREE, AND HEREBY CONSENT AND SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS LOCATED IN NEW YORK, NEW YORK OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, LOCATED IN NEW YORK, NEW YORK, WITH REGARD TO ANY ACTIONS OR PROCEEDINGS ARISING FROM, RELATING TO OR IN CONNECTION WITH INDEBTEDNESS OR THIS NOTE. MAKER AND PAYEE HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY.

[Signature Page Follows]

IN WITNESS WHEREOF, Maker has executed and delivered this Note to Payee as of the date first above written.

Ian Howe,
as Maker

/s/ Ian Howe
Ian Howe
Address:

Mr. Mango LLC
as Payee

By: */s/ David Alpert*
Name: David Alpert
Title: CEO
Address: 9570 W. Pico Blvd. Los Angeles, CA 90035

Exhibit 6.2

EXECUTION VERSION

INVESTMENT AGREEMENT
REGARDING 5TH PLANET GAMES A/S

LAW FIRM
WWW.KROMANNREUMERT.COM
CENTRAL BUSINESS REGISTER
(CVR) NO. DK 62 60 67 11

JEPPE BUSKOV

08 AUGUST 2021
MATTER ID. 1060762 JBU/CBG
DOC. NO. 1060762-1962870347-1178-0.1

COPENHAGEN
SUNDKROGSGADE 5
DK-2100 COPENHAGEN Ø

AARHUS
RÅDHUSPLADSEN 3
DK-8000 AARHUS C

LONDON
65 ST. PAUL'S CHURCHYARD
LONDON EC4M 8AB

CONTENTS

SCHEDULES

KROMANN REUMERT

INVESTMENT AGREEMENT

BETWEEN

5th Planet Games A/S
Company reg. no.: 33597142

Gothersgade 11
1123 København K
(the "**Company**")

and

Skybound Game Studios, Inc.
Company reg. no.: 201015810223
9750 W. Pico Blvd.
Los Angeles, CA 90035 (the "**Investor**")

(the Company and the Investor together the "**Parties**")

concerning the Investor's subscription for shares and exercise of warrants in the Company against cash consideration.

RECITALS

(A) The Company is a limited liability company duly incorporated and registered under Danish law. The Group (as defined below) and the Investor are both engaged in the gaming industry.

(B) As of the date of Signing (defined below), the Company has an issued share capital of nominal DKK 5,315,910.50 divided into shares each with a nominal value of DKK 0.05 in one share class. The shares of the Company are listed on Euronext Expand Oslo, a regulated market in Norway.

(C) The Investor and the Company have on the date hereof entered into binding term sheets regarding the Company's co-publishing rights and obligations relating to the games Walking Dead Season 5 and Before Your Eyes.

(D) The Investor wishes to invest in the Company by way of subscribing for 151,744,355 shares at a share price of NOK 0.60968 per share equivalent to (i) approx. 58.8 per cent of the total share capital in the Company on an undiluted basis and (ii) approx. 54.3 per cent of the total share capital in the Company on a fully diluted basis, and the Company wishes to offer the Investor to make such investment. In addition, the Investor wishes to subscribe for certain Milestone Warrants (as defined below) and Indemnification Warrants (as defined below), and the Company wishes to offer the Investor to subscribe for such Milestone Warrants and Indemnification Warrants.

KROMANN REUMERT

1. CERTAIN DEFINITIONS

In this Agreement the following words and expressions have the following meaning, unless the context otherwise requires:

1.1 "**Accounting Policies**" means the accounting principles set forth in Schedule 1.1;

1.2 "**Agreement**" means this Investment Agreement, including the Schedules;

1.3 "**Annual Report**" means the audited annual report of the Company for the financial year 2020, including the consolidated financial statement for the financial year 2020 as well as the audited consolidated balance sheet of the Company as of 31 December 2020, attached hereto as Schedule 1.3;

1.4 "**Articles of Association**" means the Company's revised articles of association, attached hereto as Schedule 1.4, to be adopted by the Company's general meeting at the EGM;

1.5 "**Basket**" has the meaning ascribed to it in Clause 13.3.4 b);

1.6 "**Board of Directors**" means the Company's board of directors from time to time;

1.7 "**Business Day**" means a day other than Saturday, a Sunday or any other day on which commercial banks in Denmark, Norway and the United States of America are generally open for business (other than internet banking business);

1.8 "**Closing**" means the completion of Tranche 1 Subscription by way of the deliveries and actions set forth in Clauses 5.2 and 5.3;

1.9 "**Company's Bank Account**" means the Company's USD client account with Horten Advokatpartnerselskab with the following account details: Jyske Bank A/S, Denmark, account and registration number: 5011 000 133 2016, IBAN: DK9150110001332016, SWIFT/BIC: JYBADKKK or another Danish law firm client account with a reputable credit institution notified by the Company to the Investor after Closing and no later than 5 Business Days before payment is to be made;

1.10 "**Company's Knowledge**" means the knowledge of each of Henrik Nielsen and Peter Ekman as of Signing, including such knowledge they ought to have after having made due enquiries;

1.11 "**Conditions Precedent**" has the meaning ascribed to it in Clause 4.1;

1.12 **"Control**" means the - direct or indirect - (i) possession of more than 50 (fifty) per cent of the ownership interest or the voting rights in a legal entity, (ii) the right to appoint or remove the majority of the members of the board of directors (disregarding such members who are elected or appointed by the employees of such legal entity or by organisations of employees) or the similar management level of a legal entity, and/or (iii) the power to otherwise control the financial and operating policies of a legal entity;

1.13 "**Data Room**" means the virtual data room established with Dropbox in connection with the Investment;

1.14 "**De Minimis Threshold**" has the meaning ascribed to it in Clause 13.3.4 a);

1.15 "**Disclosed**" means any matter or fact fairly disclosed to the Investor in this Agreement or in the Due Diligence Documentation in such manner and in the relevant context that would enable a professional and prudent investor to identify and assess such matter or fact prior to Signing;

1.16 "**Dispute**" means any dispute, demand, action, claim, cross-claim, suit, investigation, audit, charge, enforcement, arbitration, litigation or other proceeding by or before any Public Authority;

1.17 "**DKK**" means Danish kroner, the lawful currency of Denmark;

1.18 "**Due Diligence Documentation**" means the documentation listed in the folders indicated in Schedule 1.18 made available in the Data Room;

1.19 "**EGM**" means the extraordinary general meeting of the Company to be held prior to Closing in accordance with EGM Minutes for the purpose of resolving on (i) the issuance of the Investment Shares, (ii) the issuance of the Investment Warrants, (iii) the issuance of Milestone Warrants, (iv) the issuance of the Indemnification Warrants, (v) the adoption of the Articles of Association and (vi) the appointment of a Board of Directors comprised of Henrik Nielsen, Søren Kokbøl Jensen, Jon Goldman and David Alpert;

1.20 "**EGM Minutes**" means the form of minutes of the EGM attached hereto as Schedule 1.20;

1.21 "**Fundamental Warranties**" means the Company's Warranties set out in Clauses 10.4, 10.5 and 10.6;

1.22 "**Group**" means the Company and its Subsidiaries;

1.23 "**Group Company**" means any of the Company and the Subsidiaries and "**Group Companies**" means the Company and all its Subsidiaries;

1.24 "**Indemnification Warrants**" has the meaning ascribed to it in Clause 2.9.1;

1.25 "**Investment**" means all of the Tranche 1 Subscription, the Tranche 2 Subscription, Tranche 3 Subscription and the Tranche 4 Subscription;

1.26 "**Investment Shares**" means in aggregate 151,744,355 Shares to be subscribed by the Investor in connection with the Investment equivalent to approx. 58.8 per cent of the total share capital in the Company on an undiluted basis upon subscription;

1.27 "**Investment Warrants**" has the meaning ascribed to it in Clause 2.7.1;

1.28 "**IPR**" means copyrights (including software rights), trade, business and domain names, trademarks, design rights, patents, utility models, know-how and other intellectual property rights;

1.29 "**Law**" means any constitution, law, statute, treaty, rule, ordinance, permit, certificate, directive, requirement, regulation, decree, order or similar requirement enacted, adopted, promulgated or applied by governmental authority or any judgment, injunction or settlement of the same;

1.30 "**Leakage**" means:

a) any dividend or other distribution (whether in cash or in kind) declared, paid and/or made by any Group Company to any Group Company's shareholders and/or any of such shareholders' Related Parties (other than a Group Company);

b) any payments made (or future benefits granted) to and/or assets transferred to, and/or liabilities and/or obligations incurred and/or assumed by any Group Company for the benefit of, any Group Company's shareholders and/or any of such shareholders' Related Parties (other than a Group Company);

c) the waiver, deferral and/or release by any Group Company of any amount owed to it by any Group Company's shareholders and/or any of such shareholders' Related Parties (other than a Group Company);

d) any payment, including in-kind payments, effected by any Group Company on behalf of, as well as any loans and/or cash advances to, any Group Company's shareholders and/or any of such shareholders' Related Parties (other than a Group Company);

e) any transactions between any Group Company and any Group Company's shareholders and/or any of such shareholders' Related Parties (other than a Group Company) not on arm's length terms, except as Disclosed; and

f) any Tax liability for any Group Company arising as a result of a) - e) above;

in each case provided that it occurs after 31 December 2020 and before Closing, but excluding (i) any Permitted Leakage, and (ii) any Tax for any Group Company arising as a result of a Permitted Leakage;

1.31 "**Loss**" means any loss, claim, liability, cost or expense recoverable under and to be calculated in accordance with the Laws of Denmark and this Agreement;

1.32 "**Management Accounts**" means the unaudited management accounts of the Group with a consolidated profit and loss statement from 1 January 2021 until 31 May 2021 and a consolidated balance sheet as of 31 May 2021 attached as Schedule 1.32;

1.33 "**Mandatory Tender Offer**" means a mandatory tender offer as contemplated by Article 5 of the Directive 2004/25/EC of the European Parliament and of the Council of 21 April 2004 on takeover bids as transposed into Norwegian and Danish Law, as applicable;

1.34 "**Material Adverse Change**" means any change or effect having a material adverse effect on the business, operations, assets (tangible and intangible), liabilities, results of operations or financial condition of the Group; provided that, none of the following shall be deemed to constitute a "Material Adverse Change", nor shall any of them be considered in determining whether a "Material Adverse Change" has occurred:

a) changes in general economic or political conditions;

b) changes in any Law;

c) changes affecting generally the industries or markets in which the Group conducts their respective businesses; and

d) changes, reduction, termination or shut down relating to (i) Vikings, (ii) Tintin, and/or (iii) the Berlin office, provided that any such changes, reduction, termination or shut down are made with the Investor's prior express written consent;

(provided, that, the matters described in clauses (a), (b) and (c) shall constitute a "Material Adverse Change" to the extent any such matter has a disproportionate, materially adverse impact on the business, assets, financial condition or results of operations of the Group, taken as a whole, relative to other participants in the same business or industry);

1.35 "**Material Agreements**" means the agreements listed in Schedule 1.35;

1.36 "**Milestone Warrants**" has the meaning ascribed to it in Clause 2.8.1;

1.37 "**NOK**" means norske kroner, the lawful currency of Norway;

1.38 "**Per Share Price**" means the price of NOK 0.60968 payable for the subscription of each share of nominally DKK 0.05;

1.39 "**Permitted Leakage**" means

a) settlement of any liability recognised or specifically accrued or reserved for in the Annual Report;

b) any payment of salary, remuneration, bonus and other payments to management, employees, and directors in accordance with their relevant employment and service agreements or terms made in the ordinary course of business;

c) any transaction or payment on arm's length terms made in the ordinary course of business; and

d) any compensation for expenses to management, employees, and directors in the ordinary course of business (such as cost for travel, hotel, meeting, food, and subsistence allowance costs, etc.).

1.40 "**Public Authority**" means any supranational entity, nation, state, province, county, municipality or other jurisdiction or public entity of any nature and any agency, authority, court, tribunal, judicial authority, department, commission, bureau, governmental, quasi-governmental or regulatory authority of any of the aforementioned as well as any court of arbitration;

1.41 "**Related Parties**" means any Person related to any shareholder of any Group Company within the meaning of Section 2 of the Danish Bankruptcy Act (in Danish: "*konkursloven*");

1.42 "**Shares**" means shares in the Company from time to time;

1.43 "**Signing**" means the signing of this Agreement by the Parties;

1.44 "**Subscription Amounts**" means the Tranche 1 Subscription Amount, Tranche 2 Subscription Amount, Tranche 3 Subscription Amount and the Tranche 4 Subscription Amount collectively;

1.45 "**Subsidiaries**" means 5th Planet Games Development ApS, Ivanoff Interactive A/S and 5th Planet Games GmbH;

1.46 "**Taxes**" means any and all taxes of whatever nature imposed by and/or payable to any Public Authority, including corporate income taxes (including payments under the Danish joint taxation regime), capital gain taxes, withholding taxes, sales and transfer taxes, energy and real estate taxes, labour market and social contribution taxes, customs duties, VAT and similar levies, duties, charges, stamps and imposts of whatever nature as well as any penalty, fine, surcharge or interest relating thereto;

1.47 "**Third Party Rights**" means any lien, mortgage, deed of trust, deed to secure debt, pledge, charge, security interest, right of first refusal, easement, restriction, and other third party right;

1.48 "**Tranche 1 Shares**" has the meaning ascribed to it in Clause 2.4.1;

1.49 "**Tranche 2 Shares**" has the meaning ascribed to it in Clause 2.5.1;

1.50 "**Tranche 3 Shares**" has the meaning ascribed to it in Clause 2.6.1;

1.51 "**Tranche 4 Shares**" has the meaning ascribed to it in Clause 2.7.2;

1.52 "**Tranche 1 Subscription**" has the meaning ascribed to it in Clause 2.4.1;

1.53 "**Tranche 2 Subscription**" has the meaning ascribed to it in Clause 2.5.1;

1.54 "**Tranche 3 Subscription**" has the meaning ascribed to it in Clause 2.6.1;

1.55 "**Tranche 4 Subscription**" has the meaning ascribed to it in Clause 2.7.1

1.56 "**Tranche 1 Subscription Amount**" has the meaning ascribed to it in Clause 2.4.1;

1.57 "**Tranche 2 Subscription Amount**" has the meaning ascribed to it in Clause 2.5.1;

1.58 "**Tranche 3 Subscription Amount**" has the meaning ascribed to it in Clause 2.6.1;

1.59 "**Tranche 4 Subscription Amount**" has the meaning ascribed to it in Clause 2.7.2;

1.60 "**USD**" means United States dollars, the lawful currency of the United States of America;

1.61 "**Warrant Cap Table**" has the meaning ascribed to it in Clause 10.5.4; and

1.62 "**Warranties**" means the warranties given by the Company and the Investor respectively pursuant to Clauses 10 and 11.

1.63 Definitions in the singular include the plural and vice versa.

1.64 The headings of the Agreement are for guidance only and have no legal effect for the understanding or interpretation of the provisions of the Agreement.

1.65 The Parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provision of this Agreement.

2. INVESTMENT STRUCTURE

2.1 The number of Investment Shares to be subscribed for has been fixed on Signing, while the Subscription Amounts are subject to the applicable USD/NOK exchange rate as announced by Norges Bank (the central bank of Norway) the day before the Investor subscribes for the relevant Shares.

2.2 If the Company carries out a share split or reverse share split before the subscriptions contemplated by Tranche 1, Tranche 2, and/or Tranche 3 have been consummated, the number of Shares and the Per Share Price (i.e., the subscription price) for the relevant Tranche shall be adjusted in such a way that the Investor is treated as if the Company had not carried out the share split or reverse share split, as applicable.

2.3 On the terms and subject to the satisfaction (or waiver) of conditions in this Agreement, the Investor shall invest in the Company by subscribing for the Investment Shares, and the Company shall accept the Investor's investment, as follows:

2.4 Tranche 1 Subscription

a) Subject to the terms of this Agreement (including the Conditions Precedent), the Investor shall at Closing subscribe for 21,677,765 Investment Shares ("**Tranche 1 Shares**") at the Per Share Price against the Investor's transfer of an amount in USD that equals NOK 13,216,500.00 calculated in accordance with in Clause 2.1 ("**Tranche 1 Subscription Amount**") to the Company's Bank Account and on such other terms and conditions as are set out in the EGM Minutes (the "**Tranche 1 Subscription**").

2.5 Tranche 2 Subscription

a) Subject to the terms of this Agreement (including the Conditions Precedent and the occurrence of Closing), the Investor shall no later than six months after Closing subscribe for 36,129,608 Investment Shares ("**Tranche 2 Shares**") at the Per Share Price against the transfer of an amount in USD that equals NOK 22,027,500.00 calculated in accordance with in Clause 2.1 ("**Tranche 2 Subscription Amount**") to the Company's Bank Account ("**Tranche 2 Subscription**") and on such other terms and conditions as are set out in the EGM Minutes.

2.6 Tranche 3 Subscription

a) Subject to the terms of this Agreement (including the Conditions Precedent and the occurrence of Closing), the Investor shall no later than 51 (fifty-one) weeks after Closing subscribe for 43,355,530 Investment Shares ("**Tranche 3 Shares**") at the Per Share Price against the Investor's transfer of an amount in USD that equals NOK 26,433,000,00 calculated in accordance with in Clause 2.1 ("**Tranche 3 Subscription Amount**") to the Company's Bank Account ("**Tranche 3 Subscription**") and on such other terms and conditions as are set out in the EGM Minutes.

2.7 Tranche 4 Subscription (Investment Warrants)

a) Subject to the terms of this Agreement (including the Conditions Precedent and the occurrence of Closing), the Company shall at Closing resolve to issue 50,581,452 warrants to the Investor each entitling the Investor to subscribe for one Investment Share without pre-emptive right for the existing shareholders and on such other terms and conditions as are set out in the EGM Minutes and with a strike price equal to the Per Share Price and otherwise subject to the terms set out in Schedule 2.7.1 (the "**Investment Warrants**").

b) Upon the Investor's exercise of the Investment Warrants against transfer of an amount in USD that equals NOK 30,838,500.00 calculated in accordance with Clause 2.1 ("**Tranche 4 Subscription Amount**") which will be payable by the Investor by way of payment of cash consideration against the issuance of a corresponding number of Investment Shares ("**Tranche 4 Shares**") to the Investor ("**Tranche 4 Subscription**").

c) Subject to the terms of this Agreement (including the Conditions Precedent and the occurrence of Closing), the Investor is obligated to exercise the relevant number of Investment Warrants (all at once and not in part) to complete the Tranche 4 Subscription no later than on the second anniversary of Closing.

2.8 Milestone Warrants

a) At Closing the Company shall issue 31,103,882 warrants (corresponding to 11 per cent of the Company's share capital on a fully diluted basis taking into account the Investment) to the Investor, each warrant entitling the Investor to subscribe for one Share without pre-emptive right for the existing shareholders and on such other terms and conditions as are set out in the EGM Minutes and with a strike price equal to NOK 0.90 and otherwise subject to the terms set out in Schedule 2.8.1 (the "**Milestone Warrants**").

b) The Milestone Warrants shall in accordance with the terms set out in Schedule 2.8.1 be exercisable at NOK 0.90 in the following tranches in a period of 12 (twelve) months after the Company reaching the following financial milestones:

1. 1.5/11 of the Milestone Warrants upon the Company having a market capitalization of USD 60,000,000 or more on a trading day based on the volume-weighted average price on such trading day announced by Euronext Expand Oslo.

2. 1.5/11 of Milestone Warrants upon the Company having a market capitalization of USD 75,000,000 or more on a trading day based on the volume-weighted average price on such trading day announced by Euronext Expand Oslo.

3. 1.5/11 of Milestone Warrants upon the Company having a market capitalization of USD 100,000,000 or more on a trading day based on the volume-weighted average price on such trading day announced by Euronext Expand Oslo.

4. 1.5/11 of Milestone Warrants upon the Company having a market capitalization of USD 125,000,000 or more on a trading day based on the volume-weighted average price on such trading day announced by Euronext Expand Oslo.

5. 5.0/11 of Milestone Warrants upon the Company having a consolidated revenue of at least DKK 62,756,000 in any of the financial years 2022, 2023 or 2024 as recorded in the Company's audited consolidated financial statements.

2.9 Indemnification Warrants Relating to the Warrant Cap Table

a) The Company shall at Closing issue 2,200,000 warrants to the Investor each entitling the Investor to subscribe for one Share without pre-emptive right for the existing shareholders and on such other terms and conditions as are set out in the EGM Minutes and with a strike price equal to DKK 0.05 (at par value) and otherwise subject to the terms set out in Schedule 2.9.1 (the "**Indemnification Warrants**").

b) As further set out in the terms in Schedule 2.9.1, in connection with any Loss suffered by the Investor resulting from any breach of the Company's Warranties set out in Clause 10.5.4 (Warrant Cap Table), the Investor shall have the right (but not the

obligation) to settle such Loss of the Investor by exercising such number of Indemnification Warrants as is necessary for the Investor to maintain the ownership percentage in the Company that the Investor would have had, and to cover any other Loss of the Investor that the Investor would not have had, if the Company's Warranties set out in Clause 10.5.4 (Warrant Cap Table) had been true, accurate and not misleading. For the avoidance of doubt the Investor shall not be deemed to have suffered a Loss unless a current warrant holder in the Company makes a claim, which is ultimately settled in favour of the warrant holder, for warrants/shares in excess of what is provided for in the Warrant Cap Table or other Losses of the Investor, including the Company's payment of damages to such warrant holder.

3. SIGNING

3.1 Prior to or at Signing the Company has delivered the following to the Investor:

1. Copies of such corporate documents, which in the reasonable opinion of the Investor are required to evidence the authority of the individuals having signed this Agreement on behalf of the Company.

2. Evidence in form and substance satisfactory to the Investor that Henrik Nielsen, Peter Ekman and Mogens Agger have irrevocably waived all rights to exercise warrants issued to them on the basis of the Investor obtaining Control over the Company.

3. Evidence in form and substance satisfactory to the Investor that Henrik Nielsen, Peter Ekman and Mogens Agger have irrevocably waived all rights to accept a Mandatory Tender Offer.

4. Agreements attached hereto as Schedule 3.1.4 executed by 94% of all existing warrant holders who hold warrants issued in the Company prior to 27 November 2019 which are still outstanding as of Signing, in each case confirming that each of their warrants gives the right to subscribe for Shares in the Company with a nominal value of DKK 0.05.

3.2 Prior to or at Signing the Investor has delivered to the Company:

1. Copies of such corporate documents, which in the reasonable opinion of the Company are required to evidence the authority of the individuals having signed this Agreement on behalf of the Investor.

2. A signed financial comfort letter from a well reputed bank, stating that the Investor has the ability to carry out the Investment and pay all of the Subscription Amounts set out in the Agreement.

3.3 Immediately after Signing, the Company shall:

1. Announce the signing of this Agreement in accordance with the company announcement attached as Schedule 3.3.1.

2. Convene an extraordinary general meeting in the Company for the purpose of resolving the matters included in the EGM Minutes in accordance with the notice to convene extraordinary general meeting attached hereto as Schedule 3.3.2.

4. CONDITIONS PRECEDENT

4.1 Closing of the transactions contemplated by this Agreement, including the Investor's subscription for the Investment Shares, shall be conditional upon the following conditions (the "**Conditions Precedent**"):

a) (i) The decision to issue the Investment Shares, the Investment Warrants, the Milestone Warrants and the Indemnification Warrants, (ii) the appointment of a Board of Directors comprised of Henrik Nielsen, Søren Kokbøl Jensen, Jon Goldman and David Alpert and (iii) the adoption of the Articles of Association have been resolved by the Company's general meeting

by the majority required by applicable Law and the Articles of Association in accordance with this Agreement, including the EGM Minutes.

b) All the Company's Warranties being materially true and correct as at the date of Closing and that the Company has complied with its obligations under this Agreement in the period between Signing and Closing.

c) No Material Adverse Change has occurred.

d) There is no effective injunction, writ or preliminary restraining order or any order of any nature issued by any Public Authority of competent jurisdiction to the effect that the transactions contemplated by this Agreement may not be consummated as provided in this Agreement.

4.2 If any of the Conditions Precedent are not satisfied and are not reasonably capable of being satisfied as part of Closing (and such Condition(s) Precedent are not waived by the Parties) on the date falling three months after the date of this Agreement at the latest, or on such other date as the Parties may subsequently agree upon, each Party may terminate this Agreement with immediate effect by written notice to the other Party; provided, that, the Agreement may not be terminated by a Party whose breach of or failure to perform in any material respect any of the warranties, covenants or other agreements contained in this Agreement has been a cause of, or has resulted in, the failure of the Conditions Precedent to be so satisfied on or before such date.

4.3 For the avoidance of doubt, the rights and obligations of the Investor to subscribe for the Tranche 2 Shares, Tranche 3 Shares and Tranche 4 Shares shall be conditional upon the occurrence of Closing.

5. CLOSING

5.1 Closing shall take place electronically by way of exchange of documents via email on the date all the Conditions Precedent have been satisfied, waived or are capable of being satisfied at Closing (and are so satisfied at Closing) or, if not a Business Day, on the next Business Day or on such other Business Day that the Parties may agree, unless this Agreement has been terminated as set forth herein prior thereto.

5.2 At Closing, the Investor shall deliver the following documents and take the following actions in favour of the Company:

a) the subscription list in the form set out in the EGM Minutes evidencing the Tranche 1 Subscription duly signed by the Investor;

b) the subscription list in the form set out in the EGM Minutes evidencing the subscription of (i) the Investment Warrants (and the Investment Shares to be issued on that basis), (ii) the Milestone Warrants (and the Shares to be issued on that basis) and (iii) the Indemnification Warrants (and the Shares to be issued on that basis) duly signed by the Investor;

c) cause the payment of the Tranche 1 Subscription Amount to be received at the Company's Bank Account, which shall be held in escrow for the benefit of the Company and shall be released immediately after Closing;

d) such other documents and/or perform such actions that the Company may reasonably request in order to consummate and perfect the transactions contemplated by this Agreement.

5.3 At Closing, the Company shall deliver the following documents and take the following actions in favour of the Investor:

a) a copy of the EGM Minutes duly signed by the chairman of the general meeting, including a copy of the duly adopted Articles of Association;

b) evidence of the registration of the Tranche 1 Subscription, including the issue of the Tranche 1 Shares;

c) evidence that the Tranche 1 Shares have been registered with Verdipapirsentralen ASA in the name of the Investor, free and clear of any Third Party Rights;

d) evidence that the Investment Warrants, the Milestone Warrants and the Indemnification Warrants have been registered in the Company's register of warrants, free and clear of any Third Party Rights;

e) a certificate signed by the Board of Directors of the Company as to whether the Company's Warranties are true and correct as at the date of Closing and whether the Company has complied with its obligations under this Agreement in the period between Signing and the Closing;

f) a written statement by Norne Securities AS in the form attached hereto as Schedule 5.3(f) confirming that the transactions contemplated by this Agreement will not trigger any broker's fee or other payments payable by the Company to Norne Securities AS, including under the engagement letter signed by the Company on 19 April 2021 and Norne Securities AS on 23 April 2021;

g) an electronic copy of the Due Diligence Documentation; and

h) such other documents and/or perform such actions that the Investor may reasonably request in order to consummate and perfect the transactions contemplated by this Agreement.

5.4 The performance by the Parties of their respective obligations in Clauses 5.2 and 5.3 shall be deemed to occur simultaneously so that no action is deemed to have occurred and no document is deemed to have been delivered unless and until all other actions required to be taken by such Party have occurred and all such documents required to be delivered by such Party have been delivered.

5.5 If a Party fails to comply with any of its obligations on Closing, the non-defaulting Party shall (without prejudice to any other rights or remedies that may be available, including the right to claim damages or other compensation) be entitled by written notice to the defaulting Party to (i) proceed to Closing as far as practicable; or (ii) defer the date for Closing to a later date (provided that such date is not less than 5 (five) Business Days and not more than ten (10) Business Days after the initially proposed date of Closing); or (iii) provided that the right to defer Closing under (ii) above has been exercised, terminate this Agreement.

5.6 Subject to the occurrence of Closing, the Parties agree as soon as reasonably possible and no later than 30 days after Closing to procure that the Company's board of directors replaces Caspar Rose as CEO of the Company and appoints Mark Stanger as new CEO of the Company.

6. CONSUMMATION OF THE TRANCHE 2 SUBSCRIPTION

6.1 Subject to the occurrence of Closing, the Tranche 2 Subscription shall be completed 10 Business Days after the Company has received written notice thereof from the Investor, provided that the Tranche 2 Subscription shall in no event occur later than 6 (six) months after Closing (or if this is not a Business Day, on the first Business Day after such day).

6.2 Notwithstanding Clause 6.1, the Investor shall have the right to defer completion of the Tranche 2 Subscription for 45 (forty-five) Business Days beyond the 6 (six) months' deadline after Closing as set out in Clause 6.1 for the purpose of obtaining a guarantee for all consideration payable in connection with a Mandatory Tender Offer in the Company in accordance with applicable Law.

6.3 In connection with the consummation of the Tranche 2 Subscription, the Investor shall deliver the following documents and take the following actions in favour of the Company:

a) the subscription list in the form set out in the EGM Minutes evidencing the Tranche 2 Subscription duly signed by the Investor;

b) cause the payment of the Tranche 2 Subscription Amount to be received at the Company's Bank Account, which shall be held in escrow for the benefit of the Company and shall be released immediately after the Tranche 2 Subscription; and

6.4 In connection with the consummation of the Tranche 2 Subscription, the Company shall deliver the following documents and take the following actions in favour of the Investor:

a) evidence of the registration of the Tranche 2 Subscription, including the issue of the Tranche 2 Shares, with the Danish Business Authority; and

b) evidence that the Tranche 2 Shares have been registered with Verdipapirsentralen ASA in the name of the Investor, free and clear of any Third Party Rights.

6.5 Clause 5.4 shall apply *mutatis mutandis* with respect to the actions referred to in Clauses 6.3 and 6.4.

7. CONSUMMATION OF THE TRANCHE 3 SUBSCRIPTION

7.1 Subject to the occurrence of Closing, the Tranche 3 Subscription shall be completed 10 Business Days after the Company has received written notice hereof from the Investor, provided that the Tranche 3 Subscription shall in no event occur later than the date falling 51 (fifty-one) weeks after the date of the EGM Minutes (or if this is not a Business Day, on the first Business Day after such day).

7.2 In connection with the consummation of the Tranche 3 Subscription, the Investor shall deliver the following documents and take the following actions in favour of the Company:

a) the subscription list in the form set out in the EGM Minutes evidencing the Tranche 3 Subscription duly signed by the Investor; and

b) cause the payment of the Tranche 3 Subscription Amount to be received at the Company's Bank Account, which shall be held in escrow for the benefit of the Company and shall be released immediately after the completion of the Tranche 3 Subscription.

7.3 In connection with the consummation of the Tranche 3 Subscription, the Company shall deliver the following documents and take the following actions in favour of the Investor:

a) evidence of the registration of the Tranche 3 Subscription, including the issue of the Tranche 3 Shares, with the Danish Business Authority; and

b) documentary evidence that the Tranche 3 Shares have been registered with Verdipapirsentralen ASA in the name of the Investor, free and clear of any Third Party Rights.

7.4 Clause 5.4 shall apply *mutatis mutandis* with respect to the actions referred to in Clauses 7.2 and 7.3.

8. CONSUMMATION OF THE TRANCHE 4 SUBSCRIPTION

8.1 Subject to the occurrence of Closing, the Tranche 4 Subscription shall be completed 10 Business Days after the Company has received written notice hereof from the Investor, provided that the Tranche 4 Subscription shall in no event occur later than on the second anniversary of Closing (or if this is not a Business Day, on the first Business Day after such day).

8.2 In connection with the consummation of the Tranche 4 Subscription, the Investor shall deliver the following documents and take the following actions in favour of the Company:

a) give notice of exercise of the Investment Warrants in accordance with the terms and procedure set out in Schedule 2.7.1; and

b) cause the payment of the Tranche 4 Subscription Amount to be received at the Company's Bank Account, which shall be held in escrow for the benefit of the Company and shall be released immediately after the completion of the Tranche 4 Subscription.

8.3 In connection with the consummation of the Tranche 4 Subscription, the Company shall deliver the following documents and take the following actions in favour of the Investor:

c) evidence of the registration of the Tranche 4 Subscription, including the issue of the Tranche 4 Shares, with the Danish Business Authority; and

d) evidence that the Tranche 4 Shares have been registered with Verdipapirsentralen ASA in the name of the Investor free and clear of any Third Party Rights.

8.4 Clause 5.4 shall apply *mutatis mutandis* with respect to the actions referred to in Clauses 8.2 and 8.3.

9. LISTING OF THE INVESTMENT SHARES

9.1 The Company shall between Signing and Closing initiate the preparation, approval and passporting of a simplified listing prospectus, and shall procure that without undue delay after Closing all necessary steps are taken to ensure that the Tranche 1 Shares are subject to admission to trading on Euronext Expand Oslo without unnecessary delay after registration of the Tranche 1 Subscription with the Danish Business Authority, including by having the simplified listing prospectus, finally approved and passported.

9.2 Clause 9.1 shall apply *mutatis mutandis* in respect of the admission to trading of all other Investment Shares and Shares issued pursuant to this Agreement.

10. COMPANY REPRESENTATIONS AND WARRANTIES

10.1 The Company represents and warrants to the Investor that each of the warranties listed in this Clause 10 ("**Company's Warranties**") are true, accurate and not misleading as at Signing and that the Fundamental Warranties and the warranties listed in Clauses 10.7, 10.8.1, 10.9, 10.10 (except 10.10.3), 10.11, 10.12, 10.15 and 10.16 are also true, accurate and not misleading as of Closing.

10.2 The Company's Warranties, except for the Fundamental Warranties, are subject to the documentation Disclosed in the Due Diligence Documentation on the date hereof.

10.3 The Company gives no representation or warranty and accepts no liability whatsoever, and for the avoidance of doubt has no obligation to indemnify the Investor, in respect of information on prospects concerning the future or otherwise of a forward-looking nature, regardless of whether such information is included in the Due Diligence Documentation.

10.4 Power and authority

10.4.1 The Company has full right, power and authority to enter into and to perform its obligations under this Agreement.

10.4.2 This Agreement has been duly authorised by all requisite actions on the part of the Company and has been duly executed and delivered by the Company and constitutes a legally valid and binding agreement of the Company enforceable against the Company in accordance with its terms.

10.4.3 The execution and entering into, and the performance of, and compliance with, this Agreement and the consummation of the transactions contemplated hereby, will not:

a) violate any corporate documents, including the articles of associations, or any statute, law or regulation applicable to the Company;

b) result in a breach of, or constitute a default under, any instrument by which the Company is bound; or

c) violate any order, judgment, injunction, award or decree of any court or arbitrator, governmental agency or regulatory body by which the Company or its assets are bound.

10.4.4 No actions, claims, lawsuits, investigations, legal or other proceedings are pending or threatened against the Company before any court, arbitration tribunal, administrative body that, which individually or in the aggregate, may affect the validity or enforcement of this Agreement or, prevent or delay the Company's consummation of the transactions contemplated by this Agreement.

10.4.5 Except as provided for in this Agreement, no clearance or approval of any governmental entity, or any other consent, waiver, approval, order, permit or authorization of, or declaration or filing with (except the Danish Business Authority,the Danish Financial Supervisory Authority and Euronext Expand Oslo), or notification to, any person, corporate entity or governmental entity is required to be obtained or made by or with respect to the Company in connection with the consummation of the transactions contemplated by this Agreement.

10.5 Capital structure

10.5.1 Except as contemplated by this Agreement, no proposal has been made, and no resolution has been adopted by any Group Company to issue additional shares, since 31 December 2020.

10.5.2 The Investment Shares that the Investor subscribes for pursuant to this Agreement are issued in accordance with Danish law, free and clear from any and all Third Party Rights.

10.5.3 No dividends or other distributions to the shareholders of the Company have been declared but not paid.

10.5.4 The warrant cap table attached hereto as Schedule 10.5.4 (the "**Warrant Cap Table**") contains a true and correct (i) calculation of the number of all the warrants issued by the Company, (ii) identification of the warrant holders and(iii) description of the terms included in the Warrant Cap Table, including exercise price and vesting terms.

10.5.5 Except as set out in the Articles of Association, there are no options, warrants or other securities or agreements, undertakings or rights of any kind obliging any Group Company to allot, issue or transfer any shares in or securities of the Group Companies and no proposal has been made or resolution adopted to issue such instruments, nor is there any agreement or undertaking to which any Group Company is bound which may entitle the holder to receive any dividends or proceeds from a sale of any Group Company.

10.5.6 No Group Company has been granted any conditional contribution by any shareholder or other person which implicates a repayment obligation of a Group Company to such person.

10.6 The Group

10.6.1 Each Group Company is a limited liability company duly organised and validly existing under the Law of its jurisdiction of incorporation.

10.6.2 The Company has no subsidiaries (other than the Subsidiaries) and none of the Group Companies have any equity interests in other company or undertakings.

10.6.3 The Company is – directly or indirectly – the sole owner of all the shares in the Subsidiaries free and clear of any Third Party Right.

10.6.4 No Group Company has suspended payments nor taken any similar action in consequence of insolvency, and has not and, to the Company's Knowledge, no third party has, filed an application for such action.

10.6.5 Each of 5th Planet Games LTD and Hugo Games Inc. have been properly dissolved and have no remaining assets or liabilities or other obligations of any kind.

10.7 Financial information

10.7.1 The Annual Report has been prepared in accordance with the mandatory provisions of the Danish Financial Statements Act (in Danish "*Årsregnskabsloven*") and the Accounting Policies.

10.7.2 The Annual Report gives a true and fair view (in Danish "*retvisende billede*") as set forth in the Danish Financial Statements Act of the Company's and of the group's (as defined in the Annual Report) assets, liabilities and financial position as per the 31 December 2020 and of the results of the Company and of the group (as defined in the Annual Report) for the financial year 1 January 2020 until 31 December 2020.

10.7.3 The Annual Report has as of 31 December 2020 made provisions for all liabilities of the Group in accordance with applicable Law and the Accounting Policies.

10.7.4 The Management Accounts have been derived from the books and records of the Group and reasonably present the results of operation, assets, liabilities and financial position of the Group for the relevant period and as of the relevant date covered by the Management Accounts, and the Management Accounts have been prepared on a consistent basis with the management accounts for the twelve (12) months preceding the Management Accounts.

10.7.5 The accounting and bookkeeping material of the Group is in all material respects up-to-date and contains reasonably complete details of the business activities of the Group, and all entries to the bookkeeping material of any Group Company required to be made pursuant to applicable Law, regulations or, in respect of the Annual Report, the Accounting Policies, have been made.

10.7.6 The Company has no external debt financing and has not provided any security to any person.

10.8 Intellectual property rights

10.8.1 The Group Companies hold valid title or license to use the IPR that is relevant for the conduct of their business as such business is presently conducted.

10.8.2 To the Company's Knowledge, none of the activities of the Group infringes or makes unauthorised use of any third party's IPR. None of the Group Companies are engaged in any Dispute in which any third party is claiming that any Group Company infringes the IPR of the third party and, to the Company's Knowledge, no such Dispute is threatened.

10.9 Information Technology (IT)

10.9.1 All information technology including third party software used by the Group, is in all material respects validly owned or licensed by the applicable Group Companies.

10.9.2 To the Company's Knowledge, all information technology that is material and necessary to conduct the business of the Group as such business is conducted on the date of Signing is supported by maintenance and support services which to the Company's Knowledge are adequate for the operation of the Group's business as such business is conducted on the date of Signing.

10.9.3 In the 12 month's period prior to the date of Signing, the Group has not suffered any material failures or bugs in or break-downs of any computer hardware or software used in connection with the business of the Group which have caused any substantial disruption or interruption in the supply by the Group of services to its customers.

10.9.4 To the Company's Knowledge all license fees which have become due and payable have been paid.

10.10 Material Agreements

10.10.1 The Material Agreements have been entered into in the ordinary course of business, are valid and binding in accordance with their respective terms, save for any limitations under applicable mandatory Law, and all material terms of such Material Agreements have been Disclosed.

10.10.2 Each Group Company has complied with its obligations under the Material Agreements to which it is party and, to the Company's Knowledge, no third party to any of the Material Agreements is in breach of any of its obligations under the Material Agreements.

10.10.3 No written notice of termination, avoidance or repudiation of a Material Agreement has been received and, to the Company's Knowledge, no grounds for termination, avoidance or repudiation of any Material Agreement exist.

10.10.4 No Group Company is party to any Material Agreement in relation to which the execution of this Agreement or the consummation of the transactions provided for herein result in a breach of any of the terms and provisions of, or constitute a default under or conflict with, such agreement, or give any other party the right to terminate or cancel, or change, in any way which is adverse to the Group, the terms or conditions of such agreement, result in any acceleration of any right or obligation or in a loss of any benefit of the Group under such agreement or require any consent or other action by any party under any such agreement, save for the Lego agreement which contains a change of control clause.

10.11 Employees

10.11.1 The Group has in all material respects fulfilled its obligations under applicable Law and collective bargaining agreements relating to employment, including in respect of pension, insurance, retirement, mandatory severance indemnity payments, death and disability benefits, in all material respects, it being understood, that the Company gives no representation or warranty in relation to compliance with the Danish Act on the employer's obligation to inform the employee about the conditions of the employment (in Danish: Ansættelsesbevisloven).

10.11.2 No Group Company has any defined benefit pension plans or similar defined benefit schemes regarding occupational pensions.

10.11.3 The Group Companies have properly operated all applicable systems of payroll deduction at source, social insurance and pension schemes required by Law.

10.12 Taxes

10.12.1 All returns and all notices and information required to be filed or given by each Group Company in respect of any Taxes have been properly and correctly prepared, signed and duly filed or given within applicable time limits pursuant to applicable Law, and (i) all Taxes which have become due and payable by the Group Companies with respect to any period ending on or prior to 31 December 2020 have been paid or provision for payment has been made in the Annual Report, (ii) all Taxes which have become due and payable by the Group Companies during the period from the 31 December 2020 until the Closing Date have been paid by the relevant Group Company not later than at Closing, and (iii) adequate reserves have been made in the Annual Report for all Taxes not yet due by the Group Companies as at 31 December 2020, and no Group Company is liable for any additional Tax, whether known or unknown, actual or potential, pertaining to a period ending on or prior to 31 December 2020.

10.12.2 None of the Group Companies are involved in a Dispute in relation to Tax, and to the Company's Knowledge no such Dispute or investigation is expected or planned for.

10.12.3 No Group Company has concluded any agreement, ruling or compromise with any tax authority, which may affect its Tax position.

10.13 Events since 31 December 2020

10.13.1 Since 31 December 2020:

1. to the Company's Knowledge there has been no change, event, circumstance, condition, fact or other matter which has had a material adverse effect on the results of operations or financial position of the Group;

2. the business of the Group has in all material respects been carried out in the ordinary course of business and in the same manner (including nature and scope) as in the past, except for the activities in connection with the process that led to the execution of this Agreement;

3. no Group Company has increased or promised to increase the rates of compensation (including bonuses) to the employees of the Group, other than increases due to agreements with such employees entered into in the ordinary course of business;

4. no Group Company has acquired or sold any shares or other interest in any company or partnership, or merged with another company;

5. no Group Company has made any changes in its accounting systems, policies, principles or practices, other than as required by applicable Law; and/or

6. no Group Company has agreed or committed to do or arranged for any of the foregoing.

10.14 Compliance

10.14.1 The Group has during the past three (3) years in all material respects acted in compliance with applicable Law, including terms and conditions set out in any permit, approval, certification, license, registration or authorisation governing the business of the relevant Group Companies.

10.14.2 The Group has obtained all material permits, approvals, certifications, licenses, registrations or authorisations that are necessary for the carrying on of its business in the places and the manner in which its business is presently carried out, and all product specifications and related written material are in all material respects compliant with applicable Law.

10.14.3 The Company has in the three years prior to Signing in all material respects complied with applicable Law relating to the Company's Shares being listed on Euronext Expand Oslo, including the requirement immediately to make public any inside information.

10.15 No brokers, etc.

10.15.1 No Group Company has, directly or indirectly, retained or hired anyone acting in the capacity of a finder or broker in respect of the transactions contemplated by this Agreement and has not incurred any obligations for any finder's or broker's fee or similar fee or commission in connection with the transactions contemplated by this Agreement.

10.16 Litigation

10.16.1 No Group Company is engaged in any litigation, arbitration or other similar legal proceeding where the claimant in the individual case has raised a claim against the relevant Group Company, nor has any such litigation, arbitration or other similar proceeding, to the Company's Knowledge, been threatened against any Group Company.

10.17 Information

10.17.1 The Due Diligence Documentation is in all material respects correct, true and not misleading.

10.17.2 No information exists which, in accordance with the Company's general duty of disclosure under Danish Law (In Danish: "*loyale oplysningspligt"*), should have been disclosed to the Investor as a potential investor in the Company, but has not been Disclosed in the Due Diligence Documentation. The Company has as at Signing disclosed all inside information and has not delayed the disclosure of any inside information, other than the fact that the transactions contemplated by this Agreement have been considered.

11. INVESTOR REPRESENTATIONS AND WARRANTIES

11.1 The Investor hereby represents and warrants to the Company that the following warranties are true and correct and not misleading as at the date of Signing:

a) the Investor has the power, authority and capacity to enter into this Agreement and to consummate the transactions contemplated hereby;

b) the execution, delivery and performance by the Investor of this Agreement does not (i) violate, conflict with or result in the breach of any corporate documents of the Investor, (ii) conflict with or constitute a violation of any law or regulation applicable to the Investor, or (iii) conflict with or result in breach of any agreement to which the Investor is a party, in each case which will or is reasonable likely to prevent or delay the Investor's consummation of the Investment; and

c) this Agreement has been duly executed by the Investor and this Agreement constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with its terms.

12. SPECIFIC INDEMNITIES

12.1 The Company shall fully, unconditionally, irrespective of any information Disclosed (thus, it being specifically acknowledged by the Company that no information shall be considered by the Investor to be Disclosed against these matters) and the knowledge

of the Investor to indemnify, reimburse and hold harmless the Investor on an USD for USD basis, against any Loss in excess of USD 100,000 incurred by the Investor arising out of or relating to any non-compliance as of Signing by any Group Company under the General Data Protection Regulation (EU) 2016/679) and all other applicable Law relating to processing of personal data and privacy that may exist in any jurisdictions applicable to the Group in connection with mobile games published by the Group.

13. LIABILITY FOR BREACHES, LIMITATIONS AND CLAIMS PROCEDURE

13.1 Liability for breaches

13.1.1 In the event of a breach by a Party of its obligations pursuant to this Agreement, the breaching Party shall indemnify and hold the non-breaching Party harmless against and from any Loss sustained by the non-breaching Party in accordance with the general rules of Danish law, subject to the limitations stated in this Clause 13.

13.2 As set out in Clause 2.9 and Schedule 2.9.1, the Investor shall be entitled (but not obligated) to exercise part or all of its Indemnification Warrants in connection with any Loss suffered by the Investor resulting from any breach of the Company's Warranties set out in Clause 10.5.4 (Warrant Cap Table).

13.2.1 Notwithstanding anything herein to the contrary, the breaching Party shall not be liable for any indirect or consequential loss (in Danish: indirekte tab og følgeskader).

13.2.2 Any Loss shall be calculated on a USD for USD basis without regard to any methods of calculation (P/E, EBITDA multiple or similar method) used for the determination of the valuation of the Company.

13.2.3 When calculating a Loss, the non-breaching Party must take into account any amount and any benefit that the non-breaching Party or the Group Companies have received from a third party as a result of the breach or the Loss, and any such amount and benefit must be set off against the non-breaching Party's claim, including (i) any net tax benefit that the non-breaching Party or the Group Companies has received or is entitled to receive as a result of such breach or Loss and (ii) any insurance payment that the non-breaching Party or the Group Companies has received in respect of such Loss (net of recovery costs and any Taxes).

13.2.4 Any loss will not be considered a Loss under the Agreement to the extent that it is caused or increased as a direct result of negligent acts or omissions of the non-breaching Party after Closing or to the extent that it would not have arisen but for changes in laws, regulations or practices of any governmental authority not finally enacted and published on the date of Signing.

13.2.5 Each Party is required to mitigate any Loss in accordance with the general rules of Danish law.

13.2.6 If the non-breaching Party receives payment from a third party in respect of a Loss subsequent to an indemnification payment by the breaching Party against which the breaching Party have already indemnified the non-breaching Party, the non-breaching Party shall promptly reimburse the breaching Party up to the amount paid by the breaching Party in indemnification less any costs or Taxes incurred.

13.3 Limitations

13.3.1 Subject to Clause 13.3.2, no Party shall have an obligation to indemnify the other Party in respect of any Loss in respect of a breach if the non-breaching Party fails to give notice (in accordance with Clause 16.1) of a claim to the breaching Party no later than 11:59 pm CET on the date that is 18 months following Closing.

13.3.2 Notwithstanding clause 13.3.1,

a) any claim for breach of (i) Fundamental Warranties and (ii) the specific indemnity in Clause 12.1 shall be made no later than three (3) months from expiration of the statutory limitations period in respect of such claim; and

b) any claim for breach of Clause 10.12 (Taxes) shall expire on the relevant statute of limitation applicable to such type of claim plus 30 Business Days.

13.3.3 The limitations in Clauses 13.3.1 and 13.3.2 shall apply regardless of whether the non-breaching Party were aware of such fact and/or circumstance constituting the breach prior to expiry of such periods.

13.3.4 A breaching Party shall have no obligation to indemnify the non-breaching Party in respect of any Loss caused by a breach of any of Warranties unless;

a) the amount of such Loss arising from a single breach of any Warranties exceeds USD 10,000 (the "**De Minimis Threshold**"). Claims arising out of events or circumstances of identical or similar nature must be aggregated and deemed to constitute one claim for the purpose of this clause 13.3.4 a); and

b) the total amount of the Loss in respect of all such breaches of the Warranties (each exceeding the De Minimis Threshold) exceeds USD 40,000 (the "**Basket**"), and in such case the full amount shall be indemnified (tipping basket).

13.3.5 The maximum liability for a Party's Losses in respect of all such breaches by the other Party of the Warranties shall in no event exceed 75 % of the total Subscription Amount paid at the time of such breach, provided that when the Tranche 1-4 Subscriptions have been completed the maximum liability for a Party's Losses shall instead in no event exceed USD 7,500,000.

13.3.6 After Closing, the rights described in clauses 10, 11, 12 and 13 are to be the Parties' exclusive remedy for breach. The Parties are not entitled to rescind the Agreement (in Danish: hæve) or demand a proportionate reduction of the Subscription Amounts (in Danish: forholdsmæssigt afslag i tegningsbeløbet), except in the event of fraud, wilful misconduct or gross negligence.

13.3.7 To the extent that either Party will enforce a claim for breach, the Parties are to seek their remedy solely against the other Party and exclusively under the provisions of the Agreement and, accordingly, the Parties expressly waive any right to claim damages from the present or former members of the board of directors or any employee of the Group Companies with respect to any act or omissions of such persons, in each case, in their aforementioned capacities prior to Closing.

13.3.8 None of the limitations on the Company's indemnification obligations contained in this Clause 13 shall apply in the event of a Loss being caused by fraud, wilful misconduct and/or gross negligence. In such case, the Company shall be obliged to indemnify the Investor in accordance with generally applicable Danish Law.

13.4 Claims procedure

13.4.1 The non-breaching Party shall give notice to the breaching Party promptly and in any event within forty five (45) Business Days after obtaining actual knowledge of the events or circumstances giving rise to the claim. The notice must include (i) a reasonably detailed description of the claim, (ii) its actual and legal basis and (iii) a calculation of the Loss or the estimated Loss together with reasonable supporting documentation, to the extent reasonably available. Failure to observe the deadline shall not release the breaching Party from its obligations under this Agreement, except to the extent the non-breaching Party's failure to notify within the time period has adversely affected the breaching Party's ability to defend against such claim or has increased the amount of Losses (but not for any other part of the claim for which the breaching Party shall remain liable).

13.4.2 The allegedly breaching Party shall have a period of forty five (45) Business Days from receipt of the notice to dispute such claim by providing notice to the non-breaching Party that the claim is being disputed. In the absence of such timely notice, the claim shall be deemed valid and binding.

13.4.3 If the allegedly breaching Party provides timely notice that it disputes such claim, in full or in part, the non-breaching Party may request arbitration in accordance with Clause 17 and if it so, shall serve its written complaint (in Danish: klageskrift) within six (6) months after have received notice that the claim is being disputed. If the written complaint is not served within such period, the allegedly breaching Party will be released from any and all obligations to indemnify the non-breaching Party against Loss arising from the claim in question or any other alleged Loss based on substantially the same events or circumstances

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14. COVENANTS

14.1 Operations pending Closing

14.1.1 Except as otherwise permitted by this Agreement or required by Law, pending Closing, the Company shall use its reasonable efforts to cause that the business of the Group is carried out in the ordinary course of business consistent with past practice so as to maintain the Group as a going concern. In particular, the Company shall cause that each Group Company shall refrain from taking any of the following actions without the prior written consent of the Investor (to the extent permitted under applicable Law), which consent shall not be unreasonably withheld or delayed:

a. take any actions that will materially affect the equity ownership in any Group Company other than provided for in this Agreement, including but not limited to:

(i) amending its capital structure and/or its articles of association;

(ii) issuing any shares or other instruments convertible into shares;

(iii) merging or consolidating with any other entity;

(iv) adopting a plan or otherwise take any steps towards a dissolution or liquidation;

b. take any actions that will materially affect the cash position of the Group; and

c. initiate any plans or discussions, agreeing, authorizing or committing to take any of the aforementioned actions.

14.1.2 Notwithstanding the foregoing, the Company will not be bound by the foregoing obligations in the event the Company is in financial distress and, after consultation with, and based upon advice of its financial advisors and outside legal counsel, the Company is required to take any action that the Company determines in good faith is necessary for the Board of Directors to comply with its fiduciary duties to its shareholders under applicable Law.

14.2 No Leakage

14.2.1 No Leakage has occurred in respect any Group Company's shareholders and such shareholders' Related Parties (other than a Group Company) in the period between 31 December 2020 and Signing.

14.2.2 The Company shall ensure that no Leakage, occurs in favour of any Group Company's shareholders and such shareholders' Related Parties (other than a Group Company) from Signing until and including Closing.

14.3 Further assurances; collaboration

Subject to the limitations under applicable Law, the Parties shall collaborate and shall provide information, sign and deliver such documents and take such actions as may reasonably be required by the other Party in order to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby, including with respect to a Mandatory Tender Offer.

15. CONFIDENTIALITY

15.1 The fact that the Investment is contemplated, the existence and terms of the Agreement and any and all information exchanged by the Parties and/or disclosed in connection with the negotiations for, the execution and completion of the Agreement and the Investment, including any transactions ancillary to the Investment, shall be deemed to be confidential information, which the Parties are prevented from passing on to any third party or otherwise disclosing or using except (i) with the prior written consent of the other Party; (ii) to its shareholders or equity holders, limited partners, directors, officers, investment committee members and employees who need to know such information in order to complete the transactions contemplated by this Agreement; (iii) as may be required by Law, regulation, applicable accounting or stock exchange regulations or an order of a court of competent jurisdiction; (iv) to its sources of finance, auditors, legal and other advisers in relation to the Investment; or (v) in connection with any litigation, arbitration or similar legal proceeding relating to the Agreement (provided, that, such Party will provide prompt notice of such requirement to disclose in connection therewith to the other Party to the extent permitted by Law and reasonably cooperate with the other Party at the other Party's expense in obtaining a protective order or other appropriate remedy to limit such disclosure) and (vi) if and to the extent it is customary information in the Parties' reporting such as the Company's name, investments, share of ownership and brief reports/statements regarding the Company.

15.2 The restrictions set out in Clause 15.1 shall not apply to any information which (i) was generally available to the public at the time of the use or disclosure thereof; (ii) has subsequently become generally available to the public other than as a result of non-compliance with Clause 15.1; (iii) is independently developed by the Party using the information; (iv) is provided to the disclosing Party (or the Party using the information) by a third party in lawful possession of such information and entitled to make general disclosure thereof; or (v) was in the possession of the disclosing Party (or the Party using the information) at the time of the execution of this Agreement provided that the information had not been obtained from the other Parties.

16. MISCELLANEOUS

16.1 Any notice or other communication required or permitted under the Agreement shall be in writing and delivered by hand or sent by registered mail, or by email to following addresses:

For the Company	5th Planet Games A/S Attn: Henrik Nielsen and Peter Ekman Company reg. no.: 33597142 Gothersgade 11 1123 København K E-mail:henrik@dknielsen.net and ekman@5thplanetgames.com
with a copy to:	Horten Advokatpartnerselskab Attn: Jacob Kornerup Philip Heymans Alle 7, 2900 Hellerup E-mail: JK@horten.dk
For the Investor	Skybound LLC Attn.: Candisse Williamson, General Counsel Company reg. no.: 201015810223 9750 W. Pico Blvd. Los Angeles, CA 90035 E-mail: CWilliamson@skybound.com and legalish@skybound.com

with a copy to:	King & Spalding LLP Attn.: Justin King 1180 Peachtree Street, NE Suite 1600 Atlanta, GA 30309 E-mail: jking@kslaw.com
and	Kromann Reumert Attn.:Jeppe Buskov Sundkrogsgade 5 2100 Copenhagen Ø E-mail: jbu@kromannreumert.com

16.2 The Agreement cannot be terminated other than in accordance with Clauses 4.2 and 5.5.

16.3 Neither this Agreement nor any of the rights, interests or obligations hereunder can be assigned by any Party without the prior written consent of the other Party.

16.4 This Agreement may not be amended, modified, altered or supplemented other than by means of an instrument in writing signed by each of the Parties.

16.5 Each Party shall be responsible for its own costs incurred in connection with preparation, negotiating, execution and performance of the arrangements contemplated by this Agreement.

16.6 The provisions of this Agreement are independent and separable from each other, and no provision will be affected or rendered invalid or unenforceable by virtue of the fact that, for any reason, any other provision may be invalid or unenforceable in whole or in part. If one or more of the provisions of this Agreement are held to be contrary to the Laws of Denmark or the Laws of any other competent jurisdiction, the Parties agree that the non-complying provision(s) will be amended in such a way as may be necessary for them not to be contrary to such Laws and in a manner which maintains the contents of such clauses as closely as possible to the contents thereof originally intended by the Parties.

16.7 Clauses 13 (Liability for breaches), 15 (Confidentiality), 16 (Miscellaneous) and 17 (Law and arbitration) shall survive termination of this Agreement irrespective of the cause of such termination. Termination shall not prejudice the accrued rights of the Parties in respect of any breach of this Agreement committed prior to such termination.

17. LAW AND ARBITRATION

17.1 This Agreement is governed by and will be interpreted in accordance with Danish Law, excluding its conflicts of Law rules.

17.2 Any Dispute between or claim made by any of the Parties arising out of or in connection with this Agreement, including any Dispute regarding the existence, validity or termination thereof, shall be finally settled by arbitration arranged by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

The Court of Arbitration shall be composed of three arbitrators. The Investor and the Company shall each appoint one arbitrator and The Danish Institute of Arbitration shall appoint the third arbitrator, who shall be the chairman of the Court of Arbitration, if the arbitrators appointed by the Parties have not jointly appointed the third arbitrator within 15 days of their appointment. If

the Investor or the Company have/has not appointed an arbitrator within 15 days of having requested or received notice of the arbitration, The Danish Institute of Arbitration shall appoint such arbitrator.

The place of arbitration shall be Copenhagen. The language of the arbitration proceedings shall be English.

18. SIGNATURES

18.1 This Agreement has been signed with electronical signatures, all copies representing genuine copies of the original Agreement.

Date: 10 August 2021

[Signature page follows]

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[*Signature page to Investment Agreement*]

FOR 5th Planet Games A/S

Signature */s/ Kim Friland*
Name: Kim Friland
Position: Chairman of the Board

Signature */s/ Henrik Nielsen*
Name: Henrik Nielsen
Position: Board member

FOR Skybound Game Studios, Inc.

Signature
Name:
Position:

Signature
Name:
Position:

[*Signature page to Investment Agreement*]

FOR 5th Planet Games A/S

Signature
Name:
Position:

Signature
Name:
Position:

FOR Skybound Game Studios, Inc.

Signature */s/ Ian Howe*
Name: Ian Howe
Position: Chief Executive Officer

Exhibit 6.3

International Swaps and Derivatives Association, Inc.

SCHEDULE

to the

2002 Master Agreement
dated as of 1/28/2022
between
EAST WEST BANK, a banking corporation organized under the laws of the State of California ("Party A")

and

Skybound Game Studios Inc
_____**("Party B")**

Part 1. Termination Provisions.

(a) ***"Specified Entity"*** means in relation to Party A for the purpose of: Section 5(a)(v), None

Section 5(a)(vi), None
Section 5(a)(vii), None
Section 5(b)(v), None

and in relation to Party B for the purpose of:

Section 5(a)(v), the Credit Parties, as defined in the Credit Agreement (as defined below)
Section 5(a)(vi), the Credit Parties, as defined in the Credit Agreement (as defined below)
Section 5(a)(vii), the Credit Parties, as defined in the Credit Agreement (as defined below)
Section 5(b)(v), the Credit Parties, as defined in the Credit Agreement (as defined below)

(b) ***"Specified Transaction"*** will have the meaning specified in Section 14 of this Agreement.

(c) The *"**Cross-Default"*** provisions of Section 5(a)(vi) will apply to both parties and are hereby amended by

(i) deleting the words ", or becoming capable at such time of being declared," in the seventh line of clause (1); and

(ii) adding the following at the end thereof:

"provided, however, that, notwithstanding the foregoing, an Event of Default shall not occur under either (1) or (2) above if (A) (I) the default, or other similar event or condition referred to in (1) or the failure to pay or deliver was caused by an error or omission of an administrative or operational nature, and (II) funds or the asset to be delivered were available to such party to enable it to make the relevant payment or delivery when due and (III) such payment or delivery is made within three (3)

Local Business Days following receipt of written notice from an interested party of such failure to pay, or (B) such party was precluded from paying, or was unable to pay, using reasonable means, through the office of the party through which it was acting for purposes of the relevant Specified Indebtedness by reason of force majeure, act of State, illegality or impossibility."

"Specified Indebtedness" will have the meaning specified in Section 14 of this Agreement.

With regard to Party A, ***"Threshold Amount"*** means, at any time, three percent (3%) of shareholders' equity of Party A (as calculated in accordance with generally accepted accountancy principles applicable to Party A).

With regard to Party B, any applicable Specified Entity of Party B or any Credit Support Provider of Party B ***"Threshold Amount"*** means $50,000.

(d) The ***"Credit Event Upon Merger"*** provisions of Section 5(b)(v) will apply to PartyA and will apply to Party B; provided that, with respect to Party B, under no circumstances shall any Designated Event permitted under the Credit Agreement give rise to a "Credit Event Upon Merger" hereunder

(e) The ***"Automatic Early Termination"*** provision of Section 6(a) will not apply to Party Aand Party B.

(f) ***"Termination Currency"*** means United States Dollars.

(g) ***Additional Termination Event.*** Additional Termination Event applies to Party B. If Party A and Party B enter into a Transaction under this Agreement in relation to which Party B's obligations to Party A are intended to be secured by the collateral securing obligations under the Credit Agreement, as defined below (each such Transaction, a ***"Credit Agreement Transaction"***), then an Additional Termination Event shall occur with respect to Party B (which will be the sole Affected Party) upon the occurrence of any of the following events:

(i) (A) the payment in full of all loans, advances, indebtedness and other obligations of Party B to Party A and its Affiliates, other than obligations under this Agreement (collectively, the "***Loans***");

(B) the termination, cancellation or expiration of all commitments (including revolving loan commitments and letters of credit) of Party A and its Affiliates to extend credit to Party B, other than under this Agreement, whether as the result of the repayment, discharge, acceleration or satisfaction of such commitments, or otherwise;

(C) the failure of Party A to remain a party to, or to have any remaining commitments under, the Credit Agreement, or the failure of Party A to remain entitled to the benefits of the Credit Support Documents;

(D) the failure of Party B to remain a party to the Credit Agreement or any Collateral Document;

(E) the failure at any time of Party B's obligations to Party A under this Agreement to be secured by a first priority security interest on all collateral which secures Party B's loan obligations to Party A (the ***"Collateral"***); or

(F) anynotice or consent is given or anyaction is taken that (I) would cause all or substantially all the Collateral, or the security interest in or lien on all or substantially all the Collateral, to be released, realized upon, liquidated, sold, transferred, conveyedor otherwisedisposedof, whether as the result of any repayment of the loan or pursuant to the terms of the Credit Agreement or any Collateral Document, or otherwise, and irrespective of whether or not Party A or any of its Affiliates gives such notice or consent or takes such action, or (II) would adversely alter or impair any of Party A's rights, interests or benefits in or pertaining to the Collateral under the Credit Agreement, any Collateral Document or any other document executed in connection therewith (whether such action is in the form of an amendment, modification, waiver, approval, consent or otherwise).[1]

"Credit Agreement" means that certain Credit, Security, Guaranty and Pledge Agreement, dated as of September 25, 2020 (as modified, amended, and supplemented from time to time), among *inter alia* Party A and Party B.

"Collateral Document" means each and every security agreement, pledge agreement, mortgage, guarantee, control agreement, or any other document, granting one or more liens on collateral to secure, or otherwise providing credit support for, obligations under the Credit Agreement.

For the purpose of each of the foregoing Termination Events, all Transactions shall be Affected Transactions.

(h) ***Events of Default.*** (A) Section 5 of this Agreement is hereby amended as follows: (i) by replacing the word "first" Section 5(a)(i) (in both instances where it appears) with the word "third"; (ii) by replacing the words "one Local Business Day" in Section 5(a)(v)(2) with the words "three Local Business Days"; and (iii) by replacing the number "15" in Section 5(a)(vii) (in both instances where it appears) with the number "30".

Part 2. Tax Representations. [Subject to tax review]

(a) ***Payer Representations.*** For the purpose of Section 3(e) of this Agreement Party A and Party B make the following representations to the other:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue. authority, of any Relevant Jurisdiction to make any deduction or withholding for an account of any Tax form any payment (other than interest under Section 9(h) of this Agreement) to made by it to the other party under this Agreement.

In making this representation, each party may rely on:

(i) the accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement; (ii) the satisfaction of the agreement of the other party contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document" provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement; and (iii) the satisfaction of the agreement of the other party contained in Section 4(a)(iii) of this Agreement; *provided* that it shall not be a breach of this representation where reliance is placed on clause (ii) and the other party does not deliver a form or document under Section 4(a)(iii) by; reason material prejudice to its legal or-commercial position.

[1] Additional Termination Events to be discussed.

(b) ***Payee Tax Representations.*** For purposes of Section 3(f) of this Agreement

(i) Party A makes the following representations:

(A) It is a banking corporation organized and existing under the laws of the state of California.

(B) It is a US person for US federal income tax purposes.

(ii) Party B makes the following representation:

(A) It is fully eligible for the benefits of the "Business Profits" provision, "Industrial and Commercial Profits" provision, "Interest" provision, or "Other Income" provision, if any, of the Specified Treaty with respect to any payment described in such provisions and received or to be received by it in connection with this Agreement, and no such payment is attributable a trade or business carried on by it through a permanent establishment in the Specified Jurisdiction.

(B) Each payment received or to be received by it in connection with this Agreement will be effectively connected with its conduct of a trade or business in the Specified Jurisdiction.

(C) It is a US person for US federal income tax purposes.

(D) It is non-US branch of a foreign person for US federal income tax purposes.

(E) With respect to payments made to an address outside the United States or made by a transfer of funds to an account outside the United States, it is a non-US branch of a foreign person for US federal income tax purposes.

(F) It is a foreign person for U.S. federal income tax purposes.[1]

Part 3. Agreement to Deliver Documents.

For the purpose of Sections 4(a)(i) and 4(a)(ii) of this Agreement, each party agrees to deliver the following documents, as applicable:

(a) Tax forms, documents or certificates to be delivered are: none. For the purpose of Section 4(a)(i), the tax forms, documents or certificates to be delivered are:

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered
Party A	A correct, complete and properly executed United States Internal Revenue Service Form W-9 (or any successor thereto).	(i) upon execution of this Agreement, (ii) promptly reasonable demand by Party B and (iii) promptly upon learning that any such form previously provided by Party A has become obsolete or incorrect.
Party B	A correct, complete and properly executed United States Internal Revenue Service Form W-9, Form W-8BEN, Form W-8BEN-E, Form W-8ECI, Form W-8EXP (or any successor thereto) from Party B (or, where Party B is not the beneficial owner for US federal income tax purposes, from each beneficial owner of Party B, together with a valid and complete Form W-8IMY (or any successor thereto), with the allocation statement required to be delivered in connection therewith from Party B, as relevant).	(i) Upon execution of this Agreement, (ii) promptly upon reasonable demand by Party A and (iii) promptly upon learning that any such form previously provided by Party B has become obsolete or incorrect.

[1] Appropriate US person or non-US person representations to be provided by Party B.

(b) For the purposes of Section 4(a)(ii), the other documents to be delivered (which will be covered by the representation in Section 3(d) the Agreement if specified) are:

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered	Covered by Section 3(d) Representation
Party A and Party B	Evidence of the authority, incumbency and specimen signature of each person executing this Agreement or any Confirmation, Credit Support Document or other document entered into in connection therewith.	Upon execution of this Agreement or any Confirmation (or, alternatively in relation to a Confirmation, upon request), Credit Support Document or other document entered into in connection therewith, as the case may be.	Yes

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered	Covered by Section 3(d) Representation
Party A and Party B	A copy of the most recent annual report containing audited consolidated financial statements, certified by independent public accountants and prepared in accordance with generally accepted accounting principles of such party or its Credit Support Provider, if any, and such other public information respecting the condition or operations financial or otherwise of such party or its Credit Support Provider, if any, as the other party may reasonably request from time to time.	On such date as such financial statements are posted to the SEC Edgar site or posted to such party's official website.	Yes
Party B	Copies of all documents reasonably required by Party A to evidence the authority ofParty B (and, if applicable, Party B's Credit Support Provider) to enter into this Agreement and the Transactions (and, if applicable, Credit Support Documents) contemplated hereunder, in each case certified by an authorized officer of Party B (or its Credit Support Provider, as the case may be)that such documents are in full force and effect.	Upon execution of this Agreement.	Yes
Party A and Party B	A copy of its (or its Credit Support Provider's, if any) most recently prepared quarterly consolidated financial statements prepared in accordance with generally accepted accounting principles.	On such date as such financial statements are posted to the SEC Edgar site.	Yes
Party B	A duly executed and delivered copy of each Credit Support Document.	Upon execution of Yes this Agreement.	Yes

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered	Covered by Section 3(d) Representation
Party B	In connection with any Credit Agreement Transaction, any document requested by Party A in its sole discretion to cross-collateralize (or evidencing the cross-collateralization of) all of the debts, obligations and liabilities of Party B under this Agreement with all collateral pledged to Party A under any Credit Support Document.	Upon execution of this Agreement	Yes

Part 4. Miscellaneous.

(a) ***Addresses for Notices***. For the purpose of Section 12(a) of this Agreement: Address for notice or communications to Party A:

East West Bank
135 N. Los Robles Ave., Suite 600 Pasadena, CA 91101
Tel: 626-768-6599
Attention: Michael Hayashida, Senior MD Global FX Risk Management
Email: Michael.Hayashida@eastwestbank.com

Address for notice or communications to Party B:

Skybound Game Studios Inc
9570 W Pico Blvd, Los Angeles CA 90035-0000
Tel: (310) 746-1400
Attention: David Alpert, CEO and Corp Secretary
Email: da@skybound.com

(b) ***Process Agent.*** For the purpose of Section 13(c) of this Agreement: Party A appoints as its Process Agent: not applicable.

Party B appoints as its Process Agent: not applicable.

(c) ***Offices.*** The provisions of Section 10(a) will apply to this Agreement.

(d) ***Multibranch Party***. For the purpose of Section l 0(b) of this Agreement:

Party A is a Multibranch Party and may act through an office in California or its office in Hong Kong.

Party B is not a Multibranch Party.

(e) ***Calculation Agent***. The Calculation Agent shall be Party A, unless an Event of Default has occurred and is continuing to occur with respect to Party A, in which case Party B may appointa Leading Dealer to act as substitute Calculation Agent for so long as such Event of Default is continuing. A "Leading Dealer" means a leading dealer in the relevant market that is not anAffiliate of either of the parties. In the event the Calculation Agent, in instances where it is required to act in good faith and in a commercially reasonable manner, makes any calculationsor determinations pursuant to a Confirmation or the Agreement, the Calculation Agent shall promptly provide an explanation in reasonable detail of the basis for and determination of anydeterminations or calculations if requested by Party B. No failure by Party A to perform anyduties of the Calculation Agent under this Agreement shall be construed as an Event of Defaultunder this Agreement.

(f) ***Credit Support Document.*** Credit Support Document is not applicable in relation to Party A. Credit Support Document is applicable in relation to Party B and shall mean the Collateral Documents.

(g) ***Credit Support Provider.*** Credit Support Provider is not applicable in relation to Party A. Credit Support Provider is applicable in relation to Party B and means each Guarantor, as defined in the Credit Agreement (each, a "Guarantor") (other than any Guarantor with respect to which the guarantee of the obligations of Party B under this Agreement or any Transaction is or becomes illegal or unlawful under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act).

(h) ***Governing Law.*** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York (without reference to its choice of law doctrine).

(i) ***Netting of Payments.*** "Multiple Transaction Payment Netting" will apply for the purpose of Section 2(c) of this Agreement to all Transactions.

(j) ***"Affiliate"*** will have the meaning specified in Section 14 of this Agreement.

(k) ***Absence of Litigation.*** For the purpose of Section 3(c):

"Specified Entity" means in relation to Party A, Party A's Affiliates
"Specified Entity" means in relation to Party B, Party B's Affiliates

(l) ***No Agency.*** The provisions of Section 3(g) will apply to this Agreement.

(m) ***Additional Representation*** will apply. For the purpose of Section 3 of this Agreement, each of the following will constitute an Additional Representation:

(i) ***Representations of Both Parties.*** Each party will be deemed to represent to the other party on the date that it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

(A) ***Non-Reliance.*** It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered to be investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that Transaction.

(B) ***Assessment and Understanding.*** It is capable of assessing the merits and understanding (on its own behalf or through independent professional advice), and understands and accepts the terms and conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.

(C) ***Status of Parties.*** The other party is not acting as fiduciary for or adviser to it in respect of that Transaction.

(D) ***Principal.*** It is entering into this Agreement and all related documentation as principal, and not as agent or in any other capacity, fiduciary or otherwise.

(ii) ***Eligible Contract Participant.*** Each party represents to the other party on and as of the date hereof and on each date on which it enters into any Transaction that it is an "eligible contract participant" within the meaning of Section 1a(l8) of the Commodity Exchange Act, as amended (the "CEA") .

(iii) ***Additional Representations of Party B.*** Party B represents to Party A on and as of the date hereof and at all times until the termination of this Agreement that:

(A) Party B is not a "special entity", as such term is defined in Section 4s(h)(2)(C) of the CEA (7 USC Section 6s(h)(2)(C)) or Commodity Futures Trading Commission ("CFTC**")** Rule 23.401(c);

(B) with respect to each source of funds to be used by it to enter: into such Transactions (each such source being referred to herein as a "Source"), the Source is not the asset of any "plan" (at such term is defined in Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code")) subject to Section 4975 of the Code or any "employee benefit plan" (as such term is defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (ERISA")) subject to Title I of ERISA, or otherwise out of "plan assets" within the meaning of Section 3(42) of ERISA and the regulations thereunder;

(C) Each Transaction is intended to be exempt from, or otherwise not subject to regulation under, the Investment Company Act of 1940 and Party B is exempt from regulation under such act;[2]

(D) Party B is entering into each Transaction as a hedging instrument in order to hedge or mitigate commercial risk incurred in the conduct of its business;

(E) Party B is not, and does not act on behalf of, a "Municipal Entity" or an "Obligated Person," as defined in Section 15B of the Securities Exchange Act of 1934, as amended and the municipal advisor registration rules of the U.S. Securities and Exchange Commission (the "SEC"), 17 C.F.R. Section 240.15Ba1-1, et seq., the rules and regulations of the Municipal Securities Rulemaking Board ("MSRB") as well as any formal interpretations thereof by the SEC, the MSRB, the Financial Industry Regulatory Authority or any other competent regulatory authority with respect to municipal advisor registration; and

(F) Party B is a professional investor (as defined in Schedule 1 to the Securities and Futures Ordinance, Cap. 571 of the Laws of Hong Kong).

(n) ***Recording of Conversations.*** Each party (i) consents to the recording of telephone conversations between the trading, marketing and other relevant personnel of the parties in connection with this Agreement or any potential Transaction, (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel and (iii) agrees, to the extent permitted by applicable law, that recordings may be submitted in evidence in any Proceedings.

(o) ***Settlement Information.*** Party B agrees to provide duly authorized standing instructions regarding the account or accounts of Party B where each Transaction shall settle ("Settlement Instructions"). Party B agrees that all Settlement Instructions provided to Party A have been or shall be provided by individuals duly authorized to do so.

(p) ***Confidentiality.*** Each party shall maintain the confidentiality of all Transactions in accordance with its policies and procedures and subject to applicable law. No information arising from or related to any Transaction shall be disclosed to any third party (including affiliates) except on a strict need to know basis, to a regulatory agency or auditor in the regular course of business or pursuant to legal process, order or directive, and in no event will any such information be sold, transferred, disseminated or conveyed to any third person (including affiliates) for any reason including, without limitation, marketing or research purposes. If either party learns of a hacking incident or other compromise of such information, it shall immediately inform the other party in detail.

[2] Party B to confirm correct.

Part 5. Other Provisions.

(a) ***2006 ISDA Definitions.*** Unless otherwise specified in a Confirmation, this Agreement incorporates, and is subject to and governed by, the 2006 ISDA Definitions (the "2006 Definitions"), as published by the International Swaps and Derivatives Association, Inc. Any terms used and not otherwise defined in this Agreement that are contained in the 2006 Definitions shall have the respective meanings specified therein (without regard to any amendments thereto after the date of this Agreement). Any reference to a "Swap Transaction" in the 2006 ISDA Definitions is deemed to be a reference to a "Transaction" for purposes of this Agreement or any Confirmation, and any reference to a "Transaction" in this Agreement or any Confirmation is deemed to be a reference to a "Swap Transaction" for purposes of the 2006 ISDA Definitions. In the event of any inconsistency between the provisions of this Agreement and the 2006 Definitions, this Agreement will prevail.

(b) ***Confirmations; Electronic Execution.*** For each Transaction entered into hereunder, Party A shall promptly send to Party B a Confirmation, via email or facsimile transmission; provided, that failure by Party A to send, or Party B to execute or return, a Confirmation shall not invalidate the terms of the related Transaction. Party B agrees to respond to such Confirmation within 2 Business Days, either confirming agreement thereto or requesting a correction of any error(s) contained therein. Failure by Party B to respond within such periodshall not affect the validity or enforceability of such Transaction and shall be deemed to be an affirmation of the terms contained in such Confirmation, absent manifest error. Each of Party A and Party B may execute by email, pdf copy or other electronic means this Agreement,each Confirmation and any other documents relating to this Agreement, each of which whenso executed shall be deemed an original.

(c) ***Waiver of Right to Trial by Jury.*** **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION HEREUNDER.**

(d) ***Limitation of Liability.*** To the fullest extent permitted by law but, for the avoidance of doubt, without prejudice to Section 6 of the Agreement, no claim may be made by either Party against the other Party or any affiliate, director, officer, employee, attorney or agent of such Party forany special, indirect, consequential or punitive damages in respect of any claim arising from or relating to this Agreement, any Credit Support Document or any Transaction or any statement, course of conduct, act, omission or event in connection with any of the foregoing (whether based on breach of contract, tort or any other theory of liability); and each Party herebywaives, releases and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist.

(e) ***No Obligation.*** Neither party to this Agreement shall be required to enter into any Transaction with theother.

(f) ***Escrow.*** On any date on which both parties are required to make payments hereunder, either party may at. its option and in sole discretion notify the other party that payments on that date are to be made in escrow. In this case of the payment due earlier on that date shall be made by 2:00 p.m. (local time at the place for the earlier payment if there is a time difference between the cities in which payments to be made) on that date with an escrow agent selected by the party giving the notice and reasonably acceptable to the other party, accompanied by irrevocable payment instructions (i) to release the deposited payments to the intendedrecipient upon receipt by the escrow agent of the required deposit of corresponding paymentfrom the other party on the date accompanied by irrevocable payment instructions to the sameeffect or (ii) if the required deposit of the corresponding payment is not made on that same date, to return the payment deposited to the party that paid it into escrow at such party's request. The party that elects to have payments made in escrow shall pay the costs of the escrow arrangements and shall cause those arrangements to provide that the intended recipient of the payment due to be deposited first shall be entitled to interest on that deposited payment for each day in the period of its deposit at the rate offered by the escrow agent for that day for overnight deposits in the relevant currency in the office where it holds that deposited payment (at 11:00 a.m. local time on that day) if that payment is not released by 5:00 p.m. local time on the date it is deposited for any reason other than the intended recipient's failure to make the escrow deposit it is required to make hereunder in a timelyfashion.

(g) ***2002 Master Agreement Protocol.*** Annexes 5 and Section 6 of the ISDA 2002 Master Agreement Protocol as published by the International Swaps and Derivatives Association, Inc. on July 15, 2003 are incorporated into and apply to this Agreement. References in those definitions and provisions to any ISDA Master Agreement will be deemed to be references to this Master Agreement.

(h) ***Accuracy of Specified Information.*** Section 3(d) is hereby amended by adding in the third line thereof after the word "respect" and before the period: "or, in case of financial statements, a fair presentation of the financial condition of the relevant party".

(i) ***Severability.*** If any term, provision, covenant, or condition of this Agreement, or the application thereof to any party or circumstance, shall be held to be invalid or unenforceable (in whole or in part) for any reason, the remaining terms, provisions, covenants, and conditions hereof shall continue in full force and effect as if the Agreement had been executed with the invalid or unenforceable portion eliminated so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter of this Agreement and the deletion of such portion of this Agreement will not substantially impair the respective benefits or expectations of the parties.

The parties shall endeavor to engage in good faith negotiations to replace any invalid or unenforceable term, provision, covenant or condition with a valid or enforceable term, provision or covenant or condition, the economic effect of which comes as close as possible to that of the invalid or unenforceable term, provision, covenant or condition.

(j) ***Change of Account***. Any account designated by a party pursuant to Section 2(b) shall be in the same legal and tax jurisdiction as the original account.

(k) ***Notice of Event of Default***. Each party agrees, upon learning of the occurrence of any event or commencement of any condition that constitutes (or that with the giving of notice or passage of time or both would constitute) an Event of Default with respect to that party, promptly to give the other party notice of such event or condition.

(l) ***Status of Agreement and Transactions***. In connection with each Credit Agreement Transaction, Party B represents and warrants to Party A at all times with respect to this Agreement and any Transaction outstanding hereunder that: (i) this Agreement and all Transactions hereunder are permitted under the Credit Agreement and all Collateral Documents related thereto and are not inconsistent with or in violation of any representations, warranties, covenants or other terms and conditions contained in the Credit Agreement or such Collateral Documents, (ii) the obligations of Party B to Party A under this Agreement and the Transactions constitute "Obligations" (howsoever defined) under the Credit Agreement and such Collateral Documents, (iii) the obligations of Party B to Party A under this Agreement and the Transactions are, together with all other such Obligations under the Credit Agreement, secured pursuant to the Collateral Documents and (iv) Party B has executed and delivered all documents and taken all other actions are as necessary or required under the Credit Agreement and such Collateral Documents (including, without limitation, providing any notices and/or certifications to any agent, lender or other party) to cause the obligations of Party B under this Agreement and the Transactions to be secured under such Collateral Documents on a basis that does not result in any Event of Default or Additional Termination Event hereunder.

(m) ***Guarantor Eligibility***. The ISDA Non-ECP Guarantor Exclusionary Terms, published by the International Swaps and Derivatives Association, Inc. on April 18, 2013 (the "***Exclusionary Terms***"), are hereby incorporated by reference into this Agreement and apply to the entry into each Transaction hereunder by the parties within the meaning of §2(e) of the Act. For the avoidance of doubt, the Exclusionary Terms will not apply, in respect of any Guarantor (as defined in the Exclusionary Terms), to any unwind, termination, transferor other disposition of a Transaction, whether in whole or in part, to the extent such Transaction is lawfully guaranteed by such Guarantor, whether or not such Guarantor is an ECP (as defined in the Exclusionary Terms) when such unwind, termination, transfer or other disposition is agreed or effected.

(n) ***Mandatory Clearing; U.S. End-User Exception.***

(i) If (a) Party B proposes to enter into a Transaction that is of a type that is required by applicable rules or regulations to be cleared and (b) Party B, in its sole discretion and only if such election is available, wishes to elect the end-user exception to clearing under the CFTC's rules, then Party B shall notify Party A of such election and shall be deemed to represent that (x) it is not a "financial entity" as defined in Section 2(h)(7)(C)(i) of the CEA, (y) it is using such Transaction to hedge or mitigate commercial risk as defined in CFTC Regulation 50.50(c); and (z) it generally meets its financial obligations associated with entering into non-cleared Transactions through a written credit support agreement and/or its available financial resources.

(ii) If Party B is a SEC filer or is controlled by an SEC filer, by notifying Party A of its election of the end-user exception Party B will be deemed to represent to Party A that an appropriate committee of Party B's board of directors (or equivalent body) has reviewed and approved Party B's decision to make such election.

(iii) Party B acknowledges that Party A, as the reporting party, may be required to report the substance of the representations referenced in this Part 5(n), and any additional information required by CFTC Regulation 50.50(b)(1)(iii), to a swap data repository ("SDR") unless Party B notifies Party A in writing that (a) it has reported all information required by CFTC Regulation 50.50(b)(1)(iii) in an annual filing made pursuant to CFTC Regulation 50.50(b)(2) no more than 365 days prior to entering into the Transaction; (b) such information has been amended as necessary to reflect any material changes thereto; (c) such annual filing covers the particular Transaction for which such exception is being claimed; and (d) such information in such filing is true, accurate, and complete in all material respects. Party B agrees that, if Party A, as the reporting party, is required to report such information, Party B shall timely provide to Party A any additional information that may be required, including, without limitation, the relevant SEC Central Index Key number for Party B.

(iv) Party B acknowledges and agrees that the representations and deemed representation contained in this Part 5(n) will be relied upon by Party A in representing to the CFTC that Party B is eligible to claim the exception to clearing Transactions under CFTC Regulation 50.50.

(v) Party B acknowledges that if Party A records a Transaction in the books of its Hong Kong office, a clearing requirement with respect to such Transaction may arise in Hong Kong even if clearing is not required (by reason of

the end-user exception or otherwise) as a matter of United States law. If Party B proposes to enter into a Transaction that is of a type required to be cleared under applicable law, rules or regulations of Hong Kong, Party A may be required to report related information to the authorities in Hong Kong. Party B agrees that in such event, Party B shall timely provide to Party A any information that may be so required.

(o) ***Regulatory Reporting***. Party A and Party B acknowledge and agree that Party A is the "reporting counterparty" or the "reporting party", as applicable, for purposes of Parts 43, 45, 46 and 50 of Title 17, Chapter I of the United States Code of Federal Regulations ("CFTC Reporting Regulations"); and that Party A may also have regulatory reporting obligations in respect of any Transaction pursuant to applicable Hong Kong laws and regulations, including the Securities and Futures Ordinance and regulations made thereunder. However, no Event of Default, Termination Event or similar event shall occur under this Agreement, any Credit Support Document or any other contract between the parties based on Party A's noncompliance with any of its reporting obligations under the CFTC Reporting Regulations or any other applicable laws or regulations.

(p) ***Consent to Disclosure.*** Notwithstanding anything to the contrary in this Agreement or in any non-disclosure, confidentiality or similar agreement between the parties, each party consents to the disclosure of information to the extent required by applicable laws, rules and regulations, including regulations of the CFTC (such as the CFTC Reporting Regulations), the Hong Kong Monetary Authority or any other applicable governmental agency, which mandated reporting of information may related to Transactions and similar information, including the election of the end-user exception to mandatory clearing of swaps in the United States. Each party acknowledges that disclosures made pursuant to such regulations may include, without limitation, the disclosure of trade information including a party's identity (by name, identifier or otherwise) to a data repository, including an SDR as defined in Section 1a(48) of the CEA and relevant regulations, and that such disclosures could result in certain anonymous Transaction and pricing data becoming available to the public. For purposes of complying with the reporting obligations under the CFTC Reporting Regulations, each party further acknowledges that an SDR may engage the services of a global trade repository regulated by one or more governmental regulators, provided that such regulated global trade repository is subject to comparable confidentiality provisions as is an SDR registered with the CFTC. For the avoidance of doubt, to the extent that applicable non- disclosure, confidentiality, bank secrecy or other law imposes non-disclosure requirements on information regarding Transactions and similar information required to bedisclosed pursuant to the CFTC Reporting Regulations or any other applicable governmentalregulations but permits a party to waive such requirements by consent, the consent and acknowledgements provided by such party in this Part 5(p) shall be a consent by it for purposes of such other applicable law.

(q) ***Notifications.*** Each party agrees to promptly provide the other party any information reasonably requested by such other party to enable such other party to comply with the CEA and the CFTC Reporting Regulations, and any other applicable laws, rules and regulations, in connection with any Transaction outstanding between the parties under this Agreement or any Credit Support Document.

(r) ***Life Cycle Events.*** Party B agrees that, upon the occurrence of any "life cycle event" (as defined in CFTC Regulation 45.1) relating to a corporate event in respect of Party B and any Transaction, Party B will, as soon as practicable, but in no event later than 10:00 a.m. on the second "business day" (as defined in CFTC Regulation 45.1) following the day on which such life cycle event occurs, notify Party A of the occurrence of such life cycle event, with sufficient detail regarding such life cycle event to allow Party A to comply with any reporting requirements imposed on it as the reporting counterparty. The provisions of this paragraph shall also apply with necessary amendments to any "subsequent event" required to be disclosed by Party A pursuant to the Securities and Futures (OTC Derivative Transactions – Reporting and Record Keeping Obligations) Rules of Hong Kong as amended from time to time.

(s) ***Legal Entity/Transaction Identifier.*** Party B will be deemed to represent to Party A on the date on which it enters into a Transaction and all times until the termination of this Agreement that Party B's "legal entity identifier" (as defined in the CFTC Reporting Regulations, and including any interim identifier required by applicable law such as a CFTC Interim Compliant Identifier, collectively "LEI") is [549300AKY262X0UU2381]. PartyB acknowledges that an LEI must be maintained in accordance with CFTC-designated requirements at least annually and agrees to maintain its LEI at its own expense. Where a unique transaction identifier is required in respect of any Transaction pursuant to the Securities and Futures Ordinance of Hong Kong and regulations made thereunder, Party B authorizes Party A to determine such identifier.

(t) ***Generic Risk Disclosure for Rate Management Transactions and Related Transactions***. Party B represents that it has read and fully understands this paragraph and each other disclosure statement provided by Party A to Party B, including, without limitation, as may be applicable, any Foreign Exchange Risk Disclosure Statement delivered by Party A to Party B ("Risk

Disclosure"). As is common with many other financial instruments and transactions, over-the-counter derivative transactions, including, but not limited to, interest rate swaps, options, forwards, foreign exchange transactions and other similar derivatives and related products (each, a "Rate Management Transaction"), in addition to providing significant benefits, may in certain cases involve a variety of significant risks. Party B acknowledges that before entering into any Rate Management Transaction, Party B shall have carefully considered whether such transaction is appropriate in light of Party B's objectives, experience, financial and operational resources, and other relevant circumstances. Party B also acknowledges that it fully understands the nature and extent of its exposure to risk of loss, if any, which in some circumstances may significantly exceed the amount of any initial payment made to or by Party B.

Rate Management Transactions permit precise customization to accomplish particular financial and risk management objectives that might otherwise be unachievable. The specific risks presented by a particular transaction necessarily depend upon the terms of that transaction and Party B's circumstances. Common to all, however, is their nature as legally binding contractual commitments, which, once agreed to, cannot be altered other than by termination or modification upon written agreement by the parties. Party B understands that such termination or modification may, in certain circumstances, result in significant losses and may include additional amounts required to be paid by Party B to cover relevant costs. As in any financial transaction, Party B understands the requirements, if any, applicable to Party B that are established by regulators or by Party B's board of directors or other governing body. Party B should also consider the legal, tax, accounting, and economic implications of entering into any Rate Management Transaction, independently, and if necessary, through consultation with such advisors as may be appropriate to assist it in understanding the risks involved.

In entering into any Rate Management Transaction with, or arranged by, Party A, Party B understands that Party A is acting solely in the capacity of an arm's length contractual counterparty and not in the capacity of Party B's financial advisor or fiduciary unless Party A has so explicitly agreed in writing and then only to the extent so provided.

The statements in this paragraph do not purport to disclose all of the risks or other relevant considerations of entering into Rate Management Transactions.

(u) ***Scope.*** This Agreement shall supersede and replace any previous foreign exchange agreement between the parties. Unless otherwise agreed in writing by the parties, any "Specified Transaction" (other than a physical commodity transaction, repurchase transaction, reverse repurchase transaction, buy/sell back transaction or securities lending transaction) now existing or hereafter entered into between the parties shall constitute a "Transaction" under this Agreement and shall be subject to, governed by, and construed in accordance withthe terms of this Agreement, even if the Confirmation in respect thereof does not state that such Specified Transaction is subject to or governed by this Agreement or does not otherwise reference this Agreement.

(v) ***Disclosure Regarding Early Termination***. Pursuant to the terms of this Agreement, including any Confirmation entered into hereunder, Party B may be required to make a termination payment to Party A should a Transaction or Transactions be terminated prior to the specified Termination Date thereof, either at the option of Party B or as a result of an unexpected event, such as an Event of Default or Termination Event. The amount of any termination payment may be substantial and is dependent upon the market value of the relevant Transaction(s) at the time of termination. Over the life of a Transaction, the marketvalue of such Transaction will fluctuate depending on market conditions and may be positiveor negative to Party B at the time of termination. Consequently, depending on prevailing market rates at the time of termination, Party B may be required to make a payment to PartyA if any Transaction is terminated prior to its Termination Date.

(w) ***Applicable Rules and Regulations.*** Notwithstanding the provisions of this Agreement, if there shall be any conflict or inconsistency between them and (a) any applicable law, rule, regulation, banking practice or custom of the place where any Transaction hereunder is booked by Party A or any payment or currency settlement is effected hereunder, or (b) Party A's rules, regulations, procedures and policies from time to time in force, then Party A may, in its absolute discretion and without assuming any liability to Party B, take or refuse to take any action, or require Party B to take or refrain from taking any action, to ensure compliance with the latter.

(x) ***"Withholding Tax imposed on payments to non-US counterparties under the United States Foreign Account Tax Compliance Act.*** "Tax" as used in Part 2(a) of this Schedule (Payer Tax Representation) and "Indemnifiable Tax" as defined in Section 14 of

this Agreement shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a "FATCA Withholding Tax"). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of this Agreement."

(y) ***Limitation on Right to Withhold Performance Under Section 2(a)(iii).***

Without otherwise limiting the rights of a Non-defaulting Party or non-Affected Party ("X"), in the event that X suspends payments or deliveries in accordance with the condition precedent specified in Section 2(a)(iii)(1) of this Agreement following the occurrence of an Event of Default or Potential Event of Default other than in connection with Section 5(a)(vii) (an "Occurrence"), X agrees that with respect to such Occurrence such condition precedent contained in Section 2(a)(iii)(1) shall be deemed to expire on the date (the "Performance Date") which is sixty (60) calendar days after the date on which the other party has given written notice citing this provision. Unless X has designated an Early Termination Date as a result of a particular Occurrence on or before the Performance Date attributable to such Occurrence, such Occurrence shall cease to constitute an Event of Default or Potential Event of Default for purposes of Section 2(a)(iii)(1). For the avoidance of doubt, (i) this Part 5(y) shall not apply to any Event of Default under Section 5(a)(vii) and (ii) nothing contained in this Part 5(y) shall limit the right of X to suspend payments or deliveries prior to the Performance Date.

(z) ***Limitation on Designation of Early Termination Date.***

If a party ("X") receives written Notice from the other party ("Y") specifically stating that there has occurred an Event of Default as to which Y is the Defaulting Party, or a Termination Event under Section 5(b)(iv) or Additional Termination Event as to which Y is the sole Affected Party and that Y is requesting a waiver of X's right to designate an Early Termination Date as specified therein, then, notwithstanding anything in Section 9(f) of this Agreement to the contrary, X shall have no right to designate an Early Termination Date by reason of the Event of Default or Termination Event specified in such notice after the date that is ninety (90) calendar days following the date on which X receives such notice; provided, however, that in no event shall (i) any waiver provided or deemed provided by X in accordance with this Part 5(z) constitute a waiver with respect to X's right to designate an Early Termination Date with respect to any Event of Default or Termination Event other than the Event of Default or Termination Event specified in a notice provided by Y to X and (ii) this Part 5(z) be understood to limit the right of X to designate an Early Termination Date with respect to an Event of Default or Termination Event specified in a notice provided by Y to X on any date on or prior to the date that is ninety (90) calendar days following the date on which X receives such notice from Y.

Part 6. Additional Terms for FX Transactions and Currency Options

(a) ***Incorporation of Definitions; Confirmations.*** The 1998 FX and Currency Option Definitions, published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and The Foreign Exchange Committee, including Annex A thereto as in effect on the Trade Date of the relevant Transaction (the "FX Definitions"), are hereby incorporated by reference. Each FX Transaction or Currency Option Transaction between Party A and Party B shall constitute a "Transaction" for purposes of this Agreement. Any Confirmation between the parties relating to an FX Transaction or Currency Option Transaction, whether or not it is expressed to be, shall constitute a "Confirmation" as referred to in this Agreement and shall be understood to incorporate and be subject to the FX Definitions. In the event of any inconsistency between the provisions of this Agreement and the FX Definitions, this Agreement will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Agreement or the FX Definitions, such Confirmation will prevail for the purposes of the relevant Transaction. For the avoidance of doubt, the Transactions subject to this Agreement may include "spot" FX Transactions with a Settlement Date (as defined in the FX Definitions) which is (x) on or before the second Local Business Day following the day on which the parties entered into such FX Transaction, or (y) within the customary settlement timeline of the relevant spot market for the relevant currencies.

(b) ***Netting of FX Transactions.*** Section 2(c) shall not apply to FX Transactions. Instead, the following provision will apply to FX Transactions:

If amounts in the same currency would be due by both parties in respect of the same Settlement Date (or other payment or delivery date) under one or more FX Transactions between the same pair of Offices of the parties (assuming satisfaction of each condition precedent), then the obligations of the parties for those amounts will be discharged

automatically, and if one party's obligation in that currency would have been greater, replaced by an obligation of that party to pay or deliver the amount of that difference to the other party on that Settlement Date ordate.

(c) Currency Option Transactions.

(i) ***Currency Option Transaction Premiums.*** If any Premium of a Currency Option Transaction is not received on the Premium Payment Date, then the Seller may elect to either (A) accept late payment of that Premium, or (B) give written notice of that nonpayment and, if that payment is not received within three Local Business Days of that notice, either (1) treat the related Currency Option Transaction as void, or (2) treat that non-payment as an Event of Default under Section 5(a)(i) of this Agreement. If the Seller elects to act under clause (A) or (B)(l) of the preceding sentence, then the Buyer shall pay on demand all out-of-pocket costs and actual damages incurred by the Seller in connection with that unpaid or late Premium or void Currency Option Transaction, including, without limitation, interest on that Premium in the same currency as that Premium at the Default Rate and any other costs or expenses incurred by the Seller to compensate it for its loss of bargain, cost of funding or loss incurred as a result of terminating, liquidating, obtaining or re-establishing a delta hedge or other related trading position with respect to that Currency Option Transaction.

(ii) ***Netting of Currency Option Transactions.*** Section 2(c) of this Agreement shall not apply to Currency Option Transactions. Instead, the following provisions will apply to Currency Option Transactions:

(A) If Premiums in the same currency would be due by both parties in respect of the same Premium Payment Date under two or more Currency Option Transactions between the same pair of Offices of the parties (assuming satisfaction of each condition precedent), then the obligations of the parties for those Premiums will be discharged automatically, and if one party's obligation in that currency would have been greater, replaced by an obligation of that party to pay or deliver the amount of that difference to the other party.

(B) If amounts in the same currency (other than Premiums) would be due by both parties in respect of the same Settlement Date (or other payment or delivery date) under two or more Currency Option Transactions between the same pair of Offices of the parties (assuming satisfaction of each condition precedent), then the obligations of the parties for those amounts will be discharged automatically, and if one party's obligation in that currency would have been greater, replaced by an obligation of that party to pay or deliver the amount of that difference to the other party on that Settlement Date or date.

(C) For matching Currency Option Transactions, any unexercised Call or Put written by a party will automatically be terminated and discharged, in whole or in part, as applicable, against any unexercised Call or Put, respectively, written by the other party upon the payment in full of both Currency Option Transaction Premiums. Currency Option Transactions are "matching" only if both (i) are granted for the same Put Currency, Call Currency, Expiration Date, Expiration Time, and Strike Price, (ii) have the same exercise style (e.g., American, European or Asian), and (iii) are entered into by the same pair of Offices of the parties. For any partial termination and discharge (where the Currency Option Transactions are for different amounts of the Currency Pair), the remaining portion of the Currency Option Transaction shall continue to be a Currency Option Transaction under this Agreement.

(d) In relation to each FX Transaction and each Currency Option Transaction, Party B represents to Party A on and as of the date hereof and at all times until the termination of this Agreement that Party B is entering into the same for the purpose of hedging its exposure to currency exchange risks in connection with its business, and its principal business does not include dealing in currency in any form.

(e) Online FX Platforms and Platform Transactions.

(i) ***Definitions***. For purposes of this Part 6(e):

"EWB Trading Platform" means an electronic or automated trading system maintained and operated by Party A.

"Online FX Platform" means either the EWB Trading Platform or a Third Party Trading Platform, pursuant to which Party B has the capability to enter into Platform Transactions, as further described in related materials and agreements.

"Platform Transaction" means a FX Transaction or a Currency Option Transaction, as applicable, entered into by Party B by means of an Online FX Platform

"Third Party Trading Platform" means an electronic or automated trading system maintained and operated by or under the auspices of a third party.

(ii) ***Representations***. In respect of each Platform Transaction, Party B represents and warrants as of the date hereof and as of the date any Platform Transaction is entered into that:

(A) Party B, and each person acting on its behalf in entering into a Platform Transaction, is duly authorized to use an Online FX Platform to enter into the relevant Platform Transaction; and

(B) solely with respect to a Platform Transaction entered into through a Third Party Trading Platform

(1) Party B is a member or registered customer of such Third Party Trading Platform;

(2) Party B is in compliance with all applicable rules of such Third Party Trading Platform; and

(3) Party B is in compliance with all obligations applicable to Party B under all agreements entered into by Party B in connection with such Third Party Trading Platform.

(iii) ***Covenants and Agreements.***

(A) Solely with respect to Party B's use of a Third Party Trading Platform to enter into a Platform Transaction, Party B covenants and agrees that Party B will be solely responsible for Party's compliance with all rules and obligations set of such Third Party Trading Platform.

(B) Solely with respect to Party B's use of the EWB Trading Platform to enter into a Platform Transaction, Party B covenants and agrees that Party B will (1) execute and deliver an electronic services disclosure and agreement in the form provided by EWB prior to entering into any Platform Transaction thereon; and (2) comply with all applicable rules of the EWB Trading Platform.

(C) Party B acknowledges and agrees that Party A shall not be liable to Party B for any loss, damage, liability, cost or expense (including, but not limited to, loss of profits, loss of use, incidental or consequential damages) incurred or sustained by Party B and arising, in whole or in part, directly or indirectly, from any fault, delay, omission, impairment, disruption, inaccuracy, or termination of any Online FX Platform, or from Party B's inability to enter, cancel or modify a Transaction on or through any Online FX Platform. The provisions of this Part 6(e)(iii)(C) shall apply regardless of whether any claim by Party B arises in contract, negligence, tort, strict liability, breach of duty or otherwise.

(iv) ***No Further Representations or Warranties.*** Party A makes no representation or warranty (A) that any Online FX Platform will operate uninterrupted or error-free; (B) regarding the non-infringement of third party rights by any Online FX Platform; and (C) regarding the security of sending Confirmations or any other communication via email or the internet. Party B acknowledges and accepts the risks of sending such electronic communications. Party B agrees that Party A shall have no liability related to security breaches or unauthorized access to such electronic Confirmations.

(f) Notwithstanding any other provision contained in the Agreement, the FX Definitions or otherwise, if Party B maintains with Party A a deposit account in a currency in which Party B is required to make a payment to Party A in connection with an FX Transaction or Currency Option Transaction under this Agreement, Party A may debit such deposit account for any amount required to be paid by Party B in connection with such FX Transaction or Currency Option Transaction.

(g) Notwithstanding any other provision contained in the Agreement, the FX Definitions or otherwise, in connection with each FX Transaction in relation to which each party is required to make a payment to the other party, Party A may, in its discretion, require Party B to make such payment to Party A two Local Business Days prior to the Settlement Date.

Part 7. Additional Terms for Commodity Transactions.

(a) ***Definitions***. The 2005 ISDA Commodity Definitions as published by the International Swaps and Derivatives Association, Inc. and otherwise as amended, supplemented or modified from time to time (the "Commodity Definitions"), are incorporated by reference in this Agreement and the relevant Confirmations with respect to "Transactions", as defined by the Commodity Definitions, except as otherwise specifically provided in the relevant Confirmation; *provided* that in the event of any inconsistency between the provisions of the Commodity Definitions and the provisions of this Schedule, this Schedule will prevail. Any such Transaction shall constitute a "Transaction" for purposes of this Agreement and this Schedule, but shall be referred to in this Part 7 as a "Commodity Transaction".

(b) ***Market Disruption for Commodity Transactions.***

(i) Market Disruption Event(s): The Market Disruption Events specified in section 7.4(d)(i) of the Commodity Definitions shall apply, except as otherwise specifically provided in the Confirmation.

(ii) The following "Disruption Fallbacks" specified in Section 7.5(c) of the Definitions shall apply, in the following order, except as otherwise specified in the relevant Confirmation:

[(i) "Fallback Reference Price";

(ii) "Postponement", with two (2) Commodity Business Days as the Maximum Days of Disruption;

(iii) Negotiated Fallback;

(iv) "Fallback Reference Dealers"; and

(v) "Calculation Agent Determination".] [(i) "Fallback Reference Price"

(ii) "Negotiated Fallback"

(iii) "Delayed Publication or Announcement"

(iv) "Fallback Reference Dealers"

(v) "Calculation Agent Determination"

(vi) "No Fault Termination"]

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

Accepted and Agreed:

EAST WEST BANK	Skybound Game Studios Inc
By: */s/ Michael Hayashida*	By: */s/ David Alpert*
Name: Michael Hayashida	Name: David Alpert

Title: Sr. MD & Hd of FX Risk Mgmt. • FX Risk Management

Title: CEO and Corp Secretary

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO ISDA SCHEDULE]

Exhibit 11.1

dbbmckennon

Certified Public Accountants
Registered Firm - Public Company Accounting Oversight Board

CONSENT OF INDEPENDENT AUDITOR

We consent to the use, in this Amended Offering Statement on Form 1-A, of our report dated October 24, 2022, with respect to our audit on the consolidated financial statements of Mr. Mango, LLC and subsidiaries as of and for the years ended December 31, 2021 and 2020.

Very truly yours,

/s/ dbbmckennon

Newport Beach, California
November 28, 2022

20321 SW Birch Street, Suite 200 Newport Beach, California 92660-1756 P: 949.200.3280 F: 949.200.3281 www.dbbmckennon.com
Santa Monica Newport Beach San Diego

Exhibit 12.1

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www.RossLawGroup.co

Gary J. Ross, Esq. **Email: Gary@RossLawGroup.co**

November , 2022

Mr. Mango LLC
9570 West Pico Boulevard
Los Angeles, CA 90035

Re: Mr. Mango LLC - Offering Statement on Form 1-A

Ladies and Gentlemen:

We have acted as counsel to Mr. Mango LLC, a Delaware limited liability company (the "**Company**"), in connection with the Company's offer and sale (the "**Offering**") of up to 150,000 limited liability company common equity interests (the "**Units**"), which are the subject of the Company's offering statement on Form 1-A (as amended, the "**Offering Statement**") filed by the Company with the U.S. Securities and Exchange Commission (the "**Commission**") pursuant to Regulation A ("**Regulation A**") under the Securities Act of 1933, as amended (the "**Securities Act**").

In connection with the opinions expressed herein, we have examined the originals, or certified, conformed or reproduction copies, of all such agreements, instruments, documents and records as we have deemed relevant or necessary for purposes of such opinions, including, without limitation: (i) the Offering Statement; (ii)(A) the certificate of formation of the Company and (B) its limited liability company operating agreement (the "**Operating Agreement**"), each as amended to date; (iii) the form of subscription agreement included as an exhibit to the Offering Statement and relating to the Units (the "**Subscription Agreement**"); and (iv) resolutions adopted by the board of managers of the Company (either at meetings or by unanimous written consent) approving the Company's filing of the Offering Statement and the Company's offer, sale and issuance of the Units. In all such examinations, we have assumed the authenticity of all documents submitted to us as originals, the conformity (with the originals) of all documents submitted to us as copies, the genuineness of all signatures on the originals, and the legal competence of all signatories to the originals. As to various questions of fact relevant to the opinions expressed herein, we have relied upon, and have assumed the accuracy of, certificates and oral or written statements and other information of or from public officials, officers or representatives of the Company, and others.

On the basis of the foregoing, and subject to the assumptions, qualifications and limitations set forth herein, we are of the opinion that:

1. The Units are validly issued limited liability company interests in the Company.

2. When the Units have been issued and delivered by the Company, and paid for by the purchasers of those Units (each, a "**Purchaser**"), in the manner described in the Offering Statement and the Subscription Agreement, no Purchaser will be obligated under the Delaware Limited Liability Company Act, as currently in effect (the "**LLC Act**"), to make further payments for his, her or its purchase of Units, or to make contributions to the Company, solely by reason of the Purchaser's ownership of Units or his, her or its status as a member of the Company, except, in each case, as may otherwise be provided in the Purchaser's Subscription Agreement or in the Operating Agreement and except for the obligation to repay any funds distributed to the Purchaser other than in accordance with the LLC Act and the Operating Agreement.

The opinions expressed herein are limited to the LLC Act, and no opinion is expressed with respect to any other laws or any effect that any such other laws may have on the opinions expressed herein.

This opinion letter has been prepared, and is to be understood, in accordance with the customary practice of lawyers who regularly give and regularly advise recipients regarding opinion letters of this kind, is limited to the matters expressly stated herein and is provided solely for purposes of complying with the requirements of Regulation A, and no opinions may be inferred or implied beyond the matters expressly stated herein. The opinions expressed herein speak only as of the date hereof, and we specifically disclaim any responsibility to update it or supplement it to reflect any changes in law or of fact after the date hereof or to advise you of subsequent developments that may affect it.

We hereby consent to the filing of this opinion letter as an exhibit to the Offering Statement and each amendment thereto that relates to the Offering and to the reference to our firm under the caption "Legal Matters" in the offering circular constituting a part of the Offering Statement. In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

If you have any questions about this opinion letter, please do not hesitate to contact us.

Sincerely yours,

/s/ Gary J. Ross, on behalf of Ross Law Group, PLLC

Gary J. Ross, Esq.
