

CONFIDENTIAL

SUBSCRIPTION BOOKLET

FOR

BIG SCREEN ENTERTAINMENT GROUP, INC.
A NEVADA CORPORATION

THE SHARES OFFERED HEREUNDER ARE RESTRICTED AND MAY NOT BE TRANSFERRED WITHOUT AN APPLICABLE EXEMPTION. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD.

THIS SUBSCRIPTION BOOKLET HAS BEEN PREPARED SOLELY FOR THE BENEFIT OF PROSPECTIVE INVESTORS IN THE COMPANY AND CONSTITUTES AN OFFER ONLY TO THE PROSPECTIVE INVESTOR TO WHOM IT WAS DELIVERED. DISTRIBUTION OF THIS SUBSCRIPTION BOOKLET TO ANY PERSON OTHER THAN SUCH PROSPECTIVE INVESTOR AND THOSE PERSONS RETAINED TO ADVISE IT WITH RESPECT TO THE INVESTMENT IS UNAUTHORIZED.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

THE SHARES DESCRIBED IN THIS SUBSCRIPTION BOOKLET HAVE NOT BEEN REGISTERED WITH OR APPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "COMMISSION"), NOR HAS THE COMMISSION OR ANY APPLICABLE STATE OR OTHER JURISDICTION'S SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS INFORMATION OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. NONE OF THE SHARES MAY BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS THE TRANSACTION EFFECTING SUCH DISPOSITION IS REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR AN EXEMPTION THEREFROM IS AVAILABLE AND OUR COMPANY RECEIVES AN OPINION OF COUNSEL ACCEPTABLE TO IT THAT SUCH REGISTRATION IS NOT REQUIRED PURSUANT TO SUCH EXEMPTION.

This booklet contains documents that must be read, executed and returned if you wish to invest in Big Screen Entertainment Group, Inc., a Nevada corporation (the “*Company*”). You should consult with an attorney, accountant, investment advisor or other advisor regarding an investment in the Company and its suitability for you.

If you decide to invest, please fill out, sign and return the documents pertinent to you, as listed under each of the headings below.

For *individuals* the documents to be returned are:

- the execution page of the attached Subscription Agreement;
- the accredited investor questionnaire set forth on **Exhibit A**; and
- the Suitability Statement for individuals, which is found in Section 11 of the Subscription Agreement;

For *entities* the documents to be returned are:

- the execution page of the Subscription Agreement, which includes a power of attorney in Section 2 of the Subscription Agreement;
- the accredited investor questionnaire set forth on **Exhibit A**; and
- **Exhibit B** (for partnerships and limited liability companies), **Exhibit C** (for custodians, trustees and agents) or **Exhibit D** (for corporations) to the Subscription Agreement; and

What this booklet contains:

1. A Subscription Agreement and Suitability Statements

The Subscription Agreement is the document by which you agree to subscribe to and purchase your shares of common stock in the Company.

Please read this section carefully.

Investors that are entities must also complete one of the following Exhibits to the Subscription that is relevant to them:

- (1) If the Investor is a partnership or limited liability company, please include a copy of the partnership’s governing instruments and a completed **Exhibit B** in the documents to be returned.
- (2) If the Investor is a custodian, trustee, or agent, please include a copy of the trust or other instrument and a completed **Exhibit C** in the documents to be returned.
- (3) If the Investor is a corporation, please complete **Exhibit D** and include with it the documents to be returned as specified therein.

2. Risk factors associated with the purchase of the Shares attached hereto as **Exhibit E**.

3. The Business Plan of the Company attached hereto as **Exhibit F**

BIG SCREEN ENTERTAINMENT GROUP, INC.

SUBSCRIPTION AGREEMENT

This **SUBSCRIPTION AGREEMENT** (this “**Agreement**”), dated _____, is between **BIG SCREEN ENTERTAINMENT GROUP, INC.**, a Nevada corporation (the “**Company**”), and the purchaser identified on the Subscription Agreement Signature Page hereto (“**Subscriber**”)

RECITALS

A. The Company is a media conglomerate with divisions in film, television, new media, education, merchandising and more.

B. The Company shares are traded on the OTCMarkets Pink share market.

C. The Company is offering (the “**Offering**”), upon the terms and conditions stated in this Agreement, up to a maximum of [Five Hundred Thousand Dollars (\$500,000)] (the “**Maximum Amount**”) in shares of its common stock (the “**Shares**”) in the Company for a price of [\$0.03] per Interest.

D. The Company is conducting the Offering and will sell the Shares in reliance upon the exemption from securities registration afforded by Rule 506(b) of Regulation D (“**Regulation D**”) promulgated by the Interests and Exchange Commission under the Securities Act of 1933, as amended (the “**Securities Act**”).

E. The proceeds from the Offering will be used for general business purposes and to fund the launch of a project crowdfunding financing platform that will be used to raise capital for a variety of projects, which include films under both the “Hallmark” and “Horror” genres as well as other digital entertainment projects and properties.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms, conditions and other agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree to the sale and purchase of the Shares as set forth herein.

1. Subscription.

(a) The undersigned Subscriber hereby irrevocably subscribes for and agrees to purchase the number of Shares set forth on the signature page hereto for the principal amount (the “**Subscription Amount**”) set forth on the signature page.

(b) By executing this Agreement, Subscriber acknowledges that Subscriber has received this Agreement, a copy of the risk factors (“**Risk Factors**”) attached hereto as **Exhibit E**, a copy of the Company’s annual reports for the two most recent fiscal years (“**Disclosure Statement**”), a copy of which is attached hereto as **Exhibit F** and a copy of the Company’s Business Plan (“**Business Plan**”), a copy of which is attached hereto as **Exhibit G**.

(c) Subscriber’s subscription may be accepted or rejected in whole or in part, at any time prior to a Closing Date (as hereinafter defined), by the Company at its sole discretion. In addition, the Company, at its sole discretion, may allocate to Subscriber only a portion of the number of Shares Subscriber has subscribed for. The Company will notify Subscriber whether this 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 shall terminate.

(d) In the event of rejection of this subscription in its entirety, or in the event the sale of the Shares (or any portion thereof) is not consummated for any reason, this Subscription Agreement shall have no force or effect, except for Section 5 hereof, which shall remain in force and effect.

2. Closings.

(a) First Closing. Subject to the terms and conditions set forth in this Agreement, the Company shall issue and sell to Subscriber, and Subscriber shall purchase from the Company on the First Closing Date (as defined below), that principal number of Shares indicated on the Subscription Agreement Signature Page (the “**First Closing**”). The date of the First Closing is hereinafter referred to as the “**First Closing Date.**” The minimum investment amount that Subscriber may invest in the First Closing or any Subsequent Closing (as defined below) is \$20,000 unless the Company waives this requirement in its sole and absolute discretion and accepts a subscription for a lesser amount of the Shares, which right it hereby reserves.

(b) Subsequent Closing(s). In the event that the Maximum Amount is not raised at the First Closing, the Company may agree to have one or more subsequent closings of the Offering (each, a “**Subsequent Closing**”) until the Maximum Amount is raised, or until such additional amount is raised over and above the Maximum Amount as the Company may decide. There may be more than one Subsequent Closing; provided, however, that the final Subsequent Closing shall take place no later than July 1, 2024. The date of any Subsequent Closing is hereinafter referred to as a “**Subsequent Closing Date.**”

(c) Closing. The First Closing and any applicable Subsequent Closings are each referred to in this Agreement as a “**Closing.**” The First Closing Date and any Subsequent Closing Dates are sometimes referred to herein as a “**Closing Date.**” All Closings shall occur within the time periods set forth in Section 2(b) remotely via the exchange of documents and signatures.

(d) Payment Procedure. The Subscription Amount for the Shares shall be paid simultaneously with the execution and delivery to the Company of the signature page of this Agreement. Subscriber shall deliver the Subscription Amount in accordance with instructions to be provided by the Company, and this amount will be held until the earlier of any Closing of the Offering or the rejection of Subscriber’s subscription.

(e) Closing Deliveries. At a Closing, the Company shall deliver to Subscriber(s) participating in that Closing originally executed Shares in the aggregate principal amount indicated on each Subscriber’s Subscription Agreement Signature page.

3. Representations and Warranties of the Company.

The Company represents and warrants to Subscriber that the following representations and warranties are true and complete in all material respects as of each Closing Date. For purposes of this Agreement, an individual shall be deemed to have “knowledge” of a particular fact or other matter if such individual is actually aware of such fact. 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 such fact or other matter.

(a) Existence. The Company has been duly incorporated and is existing and in good standing under the laws of the State of Nevada, with corporate power and authority to own its properties and conduct the businesses in which it is currently engaged and the Company is duly qualified to do business as a foreign corporation in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be duly qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a material adverse effect.

(b) Capitalization. The authorized capital stock of the Company consists of 385,000,000 shares of Class A common stock, par value \$0.0001 per share (“Common Stock”) and no shares of preferred stock. As of the close of business on July 10, 2023, there were 105,943,397.

(c) Subsidiaries. The Company has no subsidiaries.

(d) No Conflict. The execution, delivery and performance of this Agreement and the issuance and sale of the Shares will not result in a breach or violation of any of the terms and provisions of, or constitute, or with the giving of notice or lapse of time, would constitute, a default under, or result in the imposition of any lien, charge or encumbrance upon any property or assets of the Company pursuant to, (i) its certificate of incorporation, by-laws or similar organizational documents of the Company, (ii) any statute, rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Company or any of its properties, or (iii) any agreement or instrument to which the Company is a party or by which the Company is bound or to which any of the properties of the Company is subject.

(e) Authority. This Agreement has been or will be validly executed and delivered by the Company and, assuming due authorization, execution and delivery by each Subscriber, constitutes, or will constitute, the legal, valid and binding obligations of the Company enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors’ rights and by general principles of equity.

(f) Authorization. The Shares have been duly authorized and, when the Shares have been delivered and paid for in accordance with this Agreement on the Closing Date, such Shares will be validly issued, fully paid and nonassessable; the stockholders of the Company have no preemptive rights with respect to the Shares; and none of the outstanding shares of capital stock of the Company have been issued in violation of any preemptive or similar rights of any security holder. Except as described or disclosed in the Company Disclosure Statement there are no outstanding (A) securities or obligations of the Company convertible into or exchangeable for any capital stock of the Company, (B) warrants, rights or options to subscribe for or purchase from the Company any such capital stock or any such convertible or exchangeable securities or

obligations or (C) obligations of the Company to issue or sell any shares of capital stock, any such convertible or exchangeable securities or obligations or any such warrants, rights or options.

(g) Approvals. No consent, approval, authorization, or order of, or filing or registration with, any person (including any governmental agency or body or any court) is required to be obtained or made by the Company for the consummation of the transactions contemplated by this Agreement, except such as have been made or as may be required under state or foreign securities or “Blue Sky” laws.

(h) Compliance with Laws. The Company is not in violation of any law or regulation applicable to the Company. The Company possess all certificates, authorizations and permits issued by the appropriate regulatory authorities necessary to conduct their respective businesses, and the Company has not received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit.

(i) Periodic Reports. All forms, reports, schedules and statements required to be filed by the Company under the “Pink Basic Disclosure Guidelines” (all such documents, including the exhibits thereto, prior to the date hereof, collectively the “Disclosure Documents”) have been filed with the OTCMarkets on a timely basis. The Disclosure Documents, including, without limitation, the Company’s Disclosure Statement, at the time filed (a) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading and (b) complied as to form in all material respects with the applicable requirements, as the case may be.

(j) Certain Fees. No fees or commissions are or will be payable by the Company to brokers, finders, or investment bankers with respect to the sale of any of the Purchased Shares or the consummation of the transaction contemplated by this Agreement. The Company agrees that it will indemnify and hold harmless the Subscriber from and against any and all claims, demands, or liabilities for broker’s, finder’s, placement, or other similar fees or commissions incurred by the Company in connection with the sale of the Purchased Shares or the consummation of the transactions contemplated by this Agreement.

(k) No Registration Required. Assuming the accuracy of the representations and warranties of each Subscriber contained in this Section 3, the issuance and sale of the Shares pursuant to this Agreement is exempt from registration requirements of the Securities Act under Rule 506(b) of Regulation D of the Securities Act, and neither the Company nor, to the knowledge of the Company, any authorized representative acting on its behalf has taken or will take any action hereafter that would cause the loss of such exemption.

(l) Proceeds. The Company shall use the proceeds from the issuance and sale of the Shares as set forth in the business plan.

(m) Litigation. 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 (a) against the Company or (b) 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.

(n) No Untrue Statement. Neither the Business Plan nor the Disclosure Statement contains any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

4. Representations and Warranties of Subscriber. By executing this Subscription Agreement, Subscriber (and, if Subscriber is purchasing the Shares subscribed for hereby in a fiduciary capacity, the person or persons for whom Subscriber is so purchasing) represents and warrants, which representations and warranties are true and complete in all material respects as of the date of each Closing Date:

(a) Requisite Power and Authority. Such Subscriber has all necessary power and authority under all applicable provisions of law to execute and deliver this Subscription Agreement and other agreements that may be required hereunder and to carry out their provisions. All action on Subscriber's part required for the lawful execution and delivery of this Subscription Agreement and other agreements required hereunder (including internal authorizations) have been or will be effectively taken prior to the Closing. 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 terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

(b) Illiquidity and Continued Economic Risk. Subscriber acknowledges and agrees that there is no ready public market for the Shares 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 Shares on any market or take any steps (including registration under the Securities Act or the Securities Exchange Act of 1934, as amended) with respect to facilitating trading or resale of the Shares. Subscriber acknowledges that Subscriber is able to bear the economic risk of losing Subscriber's entire investment in the Shares. Subscriber also understands that an investment in the Company involves significant risks, including the risk factors set forth in the section of the Memorandum titled "Risk Factors," and has taken full cognizance of and understands all of the risk factors relating to the purchase of Shares.

(c) Accredited Investor Status. Subscriber is an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act and has completed the representations on **Exhibit C** and **Exhibit D** and represents and warrants that the information set forth in response to question (c) on the signature page hereto concerning Subscriber is true and correct. Subscriber represents that it has sought professional advice. Subscriber has the requisite knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Company. Subscriber agrees to provide any additional documentation the Company may reasonably request, or as may be required by the administrators or regulators of any state or federal authority, to confirm that Subscriber meets any applicable minimum financial suitability standards.

(d) Shareholder information. Within five days after receipt of a request from the Company, Subscriber hereby agrees to provide such information with respect to its status as a shareholder (or potential shareholder) and to 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 it transfers any Shares, it will require the transferee of such Shares to agree to provide such information to the Company as a condition of such transfer.

(e) Company Information. Subscriber has read the Business Plan, Disclosure Statement and Risk Factors. 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 Risk Factors, Disclosure Statement and Business Plan (together, the “**Offering Materials**”). Subscriber has had an opportunity 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.

(f) Valuation. Subscriber acknowledges that the price of the Shares was set by the Company on the basis of the Company’s recent closing price as set forth on the OTC Markets and no warranties are made as to value. Subscriber further acknowledges that future offerings of Shares may be made at lower valuations, with the result that Subscriber’s investment will bear a lower valuation.

(g) Advice. Subscriber has either consulted its own investment advisor, attorney or accountant about the investment and proposed purchase of Shares and its suitability to Subscriber or chosen not to do so, despite the recommendation of that course of action by the Company. Any special acknowledgment set forth below shall not be deemed to limit the generality of this representation and warranty.

(h) Investment Representation and Warranty. Subscriber is acquiring Shares for its own account or for one or more separate accounts maintained by Subscriber or for the account of one or more pension or trust funds of which Subscriber is trustee. Subscriber hereby agrees that it will not, directly or indirectly, assign, transfer, offer, sell, pledge, hypothecate or otherwise dispose of all or any part of such Shares (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of all or any part of the Shares) except in accordance with the registration provisions of the Securities Act or an exemption from such registration provisions, with any applicable state or other securities laws. If Subscriber is purchasing for the account of one or more pension or trust funds, Subscriber represent that (except to the extent you have otherwise advised the Company in writing prior to the date hereof) Subscriber is acting as sole trustee for the assets being contributed hereunder and has sole investment discretion with respect to the acquisition of the Shares to be purchased by Subscriber pursuant to this Agreement, and the determination and decision on your behalf to purchase such Shares for such pension or trust funds is being made by the same individual or group of individuals who customarily pass on such investments, so that Subscriber’s decision as to purchases for all such funds is the result of such study and conclusion.

(i) Representation of Investment Experience and Ability to Bear Risk. Subscriber (i) is knowledgeable and experienced with respect to the financial, tax and business aspects of the ownership of Shares and of the business contemplated by the Company and are capable of evaluating the risks and merits of purchasing Shares and, in making a decision to proceed with this investment, has not relied upon any representations, warranties or agreements, other than those set forth in this Agreement and the Operating Agreement; and (ii) can bear the economic risk of an investment in the Company for an indefinite period of time, and can afford to suffer the complete loss thereof..

(j) Suitability. Subscriber has evaluated the risks involved in investing in the Shares and have determined that the Shares are a suitable investment for Subscriber. Specifically, the aggregate amount of

the investments Subscriber has in, and your commitments to, all similar investments that are illiquid is reasonable in relation to your net worth, both before and after the subscription for and purchase of the Shares pursuant to this Agreement.

(k) Transfers and Transferability. Subscriber understands and acknowledge that the Shares have not been registered under the Securities Act or any state securities laws and are being offered and sold in reliance upon exemptions provided in the Securities Act and state securities laws for transactions not involving any public offering and, therefore, cannot be resold or transferred unless they are subsequently registered under the Securities Act and such applicable state securities laws or unless an exemption from such registration is available. Subscriber also understands that the Company does not have any obligation or intention to register the Shares for sale under the Securities Act, any state securities laws or of supplying the information which may be necessary to enable Subscriber to sell Shares; and that Subscriber has no right to require the registration of the Shares under the Securities Act, any state securities laws or other applicable securities regulations. Subscriber also understands that sales or transfers of Shares are further restricted by the provisions of the Operating Agreement.

Subscriber represents and warrants further that Subscriber has no contract, understanding, agreement or arrangement with any person to sell or transfer or pledge to such person or anyone else any of the Shares for which Subscriber hereby subscribes (in whole or in part); and Subscriber represents and warrants that Subscriber has no present plans to enter into any such contract, undertaking, agreement or arrangement.

Subscriber understands that the Shares cannot be sold or transferred without the prior written consent of the Company, which consent may be withheld in its sole and absolute discretion and which consent will be withheld if any such transfer could cause the Company to become subject to regulation under federal law as an investment company or would subject the Company to adverse tax consequences.

Subscriber understands that there is no public market for the Shares; any disposition of the Shares may result in unfavorable tax consequences to Subscriber.

Subscriber is aware and acknowledge that, because of the substantial restrictions on the transferability of the Shares, it may not be possible for Subscriber to liquidate the investment in the Company readily, even in the case of an emergency.

(l) Capacity to Contract. If Subscriber is an individual, Subscriber represents that it is over 21 years of age and has the capacity to execute, deliver and perform this Subscription Agreement. If Subscriber is not an individual, Subscriber represents and warrants that it is a corporation, partnership, association, joint stock company, trust or unincorporated organization, and was not formed for the specific purpose of acquiring Shares.

(m) Power, Authority; Valid Agreement. (i) Subscriber has all requisite power and authority to execute, deliver and perform your obligations under this Agreement and to subscribe for and purchase or otherwise acquire the Shares; (ii) Subscriber's execution of this Agreement has been authorized by all necessary corporate or other action on Subscriber behalf; and (iii) this Agreement are each valid, binding and enforceable against Subscriber in accordance with their respective terms.

(n) No Brokerage Fees. There are no claims for brokerage commission, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement or related documents based on any arrangement or agreement binding upon Subscriber. The undersigned will indemnify and

hold the Company harmless against any liability, loss or expense (including, without limitation, reasonable attorneys' fees and out-of-pocket expenses) arising in connection with any such claim.

(o) No Guaranty. At no time has it been expressly or implicitly represented, guaranteed or warranted to Subscriber by the Company or any other person that: (i) A percentage of profit and/or amount or type of gain or other consideration will be realized as a result of this investment, (ii) The past performance or experience on the part of the management of the Company indicates the predictable or probable results of the ownership of the Shares or the overall Company venture. (iii) That the Company's operations will generate sufficient cash flow to make payments to Subscriber or even to result in the return of a Subscriber's investment.

5. Indemnity. The representations, warranties and covenants made by Subscriber herein shall survive the closing of this Agreement. Subscriber agrees to indemnify and hold harmless the Company and its respective officers, directors and affiliates, and each other person, if any, who 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. Governing Law; Jurisdiction. This Subscription Agreement shall be governed and construed in accordance with the laws of the State of Nevada.

EACH OF SUBSCRIBERS AND THE COMPANY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED WITHIN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES AND NO OTHER PLACE AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS RELATING TO THIS SUBSCRIPTION AGREEMENT MAY BE LITIGATED IN SUCH COURTS. EACH OF SUBSCRIBERS AND THE COMPANY ACCEPTS FOR ITSELF AND HIMSELF AND IN CONNECTION WITH ITS AND HIS 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. EACH OF SUBSCRIBERS 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.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE ACTIONS OF EITHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF, EACH OF THE PARTIES HERETO ALSO WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF SUCH PARTY. EACH OF THE PARTIES HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER

WITH ITS LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS SUBSCRIPTION AGREEMENT. IN THE EVENT OF LITIGATION, THIS SUBSCRIPTION AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

7. Notices. Notice, requests, demands and other communications relating to this Subscription Agreement and the transactions contemplated herein shall be in writing and shall be deemed to have been duly given if and when (a) delivered personally, on the date of such delivery; or (b) mailed by registered or certified mail, postage prepaid, return receipt requested, in the third day after the posting thereof; or (c) emailed, telecopied or cabled, on the date of such delivery to the address of the respective parties as follows:

If to the Company, to:

6565 E Washington Blvd
Los Angeles, CA 90040

If to a 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 shall be confirmed by letter given in accordance with (a) or (b) above.

8. RISK FACTORS AND DISCLAIMERS. THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK. THIS INVESTMENT IS SUITABLE ONLY FOR PERSONS WHO CAN BEAR THE ECONOMIC RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. FURTHERMORE, SUBSCRIBERS MUST UNDERSTAND THAT SUCH INVESTMENT IS ILLIQUID AND IS EXPECTED TO CONTINUE TO BE ILLIQUID FOR AN INDEFINITE PERIOD OF TIME. NO PUBLIC MARKET EXISTS FOR THE SHARES, AND NO PUBLIC MARKET IS EXPECTED TO DEVELOP FOLLOWING THIS OFFERING.

THE SHARES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE ACT, OR ANY STATE SHARES OR BLUE SKY LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND STATE SHARES OR BLUE SKY LAWS. ACCORDINGLY, THE SHARES CANNOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE ACT. IN ADDITION, THE SHARES CANNOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE APPLICABLE STATE REGULATIONS OR BLUE SKY LAWS. THE SHARES 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 THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE SUBSCRIPTION AGREEMENT OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO SUBSCRIBER IN CONNECTION WITH THIS OFFERING BY THE COMPANY OR THE PLACEMENT AGENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE SHARES MAY ONLY BE PURCHASED BY PERSONS WHO ARE “ACCREDITED INVESTORS” (AS THAT TERM IS DEFINED IN SECTION 501 OF REGULATION D PROMULGATED UNDER THE ACT). THE COMPANY IS RELYING ON THE REPRESENTATIONS AND WARRANTIES SET FORTH BY EACH SUBSCRIBER IN THIS SUBSCRIPTION AGREEMENT AND THE OTHER INFORMATION PROVIDED BY SUBSCRIBER IN CONNECTION WITH THIS OFFERING TO DETERMINE THE APPLICABILITY TO THIS OFFERING OF EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE ACT.

PROSPECTIVE INVESTORS MAY NOT TREAT THE OFFERING MATERIALS OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY OR ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS AS INVESTMENT, LEGAL OR TAX ADVICE. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND THE RISKS INVOLVED. EACH PROSPECTIVE INVESTOR SHOULD CONSULT THE INVESTOR’S OWN COUNSEL, ACCOUNTANT AND OTHER PROFESSIONAL ADVISOR AS TO INVESTMENT, LEGAL, TAX AND OTHER RELATED MATTERS CONCERNING THE INVESTOR’S PROPOSED INVESTMENT.

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, WHICH CONSTITUTE 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 INFORMATION CONTAINED IN THE OFFERING MATERIALS MAY CHANGE OR VARY AFTER IN THE FUTURE. THE COMPANY UNDERTAKES TO MAKE AVAILABLE TO EVERY INVESTOR DURING THE COURSE OF THIS TRANSACTION AND PRIOR TO SALE OF SHARES THE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING AND TO OBTAIN ANY APPROPRIATE ADDITIONAL INFORMATION NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THE OFFERING MATERIALS.

THE COMPANY MAY NOT BE OFFERING THE SHARES IN EVERY STATE. THE OFFERING MATERIALS DO NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR JURISDICTION IN WHICH THE SHARES ARE NOT BEING OFFERED.

THE INFORMATION PRESENTED IN THE OFFERING MATERIALS WAS PREPARED BY THE COMPANY SOLELY FOR THE USE BY PROSPECTIVE INVESTORS IN CONNECTION WITH THIS OFFERING. NO REPRESENTATIONS OR WARRANTIES ARE MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN ANY OFFERING MATERIALS, AND NOTHING CONTAINED IN THE OFFERING MATERIALS IS OR SHOULD BE RELIED UPON AS A PROMISE OR REPRESENTATION AS TO THE FUTURE PERFORMANCE OF THE COMPANY.

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 SHARES OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE AMOUNT OF SHARES SUCH INVESTOR DESIRES TO PURCHASE. EXCEPT AS OTHERWISE INDICATED, THE OFFERING MATERIALS SPEAK AS OF THEIR DATE. NEITHER THE DELIVERY NOR THE PURCHASE OF THE SHARES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THAT DATE.

9. Miscellaneous.

(a) All pronouns and any variations thereof shall 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 shall be deemed to be made by and be binding upon Subscriber and its heirs, executors, administrators and successors and shall inure to the benefit of the Company and its successors and assigns.

(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 shall 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 shall 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 shall 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 any recapitalization or other transaction affecting the stock of the Company is effected, then any new, substituted or additional Shares or other property which is distributed with respect to the Shares shall be immediately subject to this Subscription Agreement, to the same extent that the Shares, immediately prior thereto, shall 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 shall operate as a waiver thereof nor shall 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 shall be cumulative and not exclusive of any rights or remedies provided by law.

[SIGNATURE PAGE FOLLOWS]

BIG SCREEN ENTERTAINMENT GROUP, INC.

SUBSCRIPTION AGREEMENT SIGNATURE PAGE

The undersigned, desiring to purchase the Shares of Big Screen Entertainment Group, Inc. by executing this signature page, hereby executes, adopts and agrees to all terms, conditions and representations of this Subscription Agreement.

(a) The principal amount of Shares the undersigned hereby irrevocably subscribes for is:

_____ (print dollar amount) (\$[0.03] per Share). Total Number of Shares _____

Subscriber Information

Subscriber Name (Please print)

Residence or Office Address

City, State, Zip Code

Mailing Address (include only if different from residence/office address above)

City, State, Zip Code

Signature of Subscriber

Name of Subscriber (Print): _____

Signature of Subscriber, or by an Authorized Representative if Subscriber is not an Individual

Date of execution by Subscriber: _____

Social Security or Taxpayer I.D. No. (Must be completed): _____

This Subscription is accepted

BIG SCREEN ENTERTAINMENT GROUP, INC.

on _____

By: _____

Name:

Title:

EXHIBIT A

EXHIBIT _____
TO
SUBSCRIPTION AGREEMENT

The undersigned is an “accredited investor,” as that term is defined in Rule 501(a) of Regulation D under the Securities Act because you are **[CHECK EACH OF THE FOLLOWING ACCREDITED INVESTOR CATEGORIES THAT APPLY TO YOU]:**

- _____ (1) A bank as defined in section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in an individual or fiduciary capacity; a broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; an insurance company as defined in section 2(a)(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of the Investment Company Act of 1940; a Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; a plan established and maintained by a state of the United States of America, its political subdivisions, or any agency or instrumentality of a state of the United States of America or its political subdivisions, for the benefit of its employees that has total assets in excess of \$5,000,000; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”) if the investment decision is made by a plan fiduciary, as defined in section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- _____ (2) A private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;
- _____ (3) An organization described in section 501(c)(3) of the Internal Revenue Code, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring Shares, with total assets in excess of \$5,000,000;
- _____ (4) A natural person and your individual net worth, or joint net worth with your spouse, at the time of your purchase exceeds \$1,000,000 (**Note:** For purposes of calculating net worth: (i) your primary residence shall not be included as an asset; (ii) indebtedness that is secured by your primary residence, up to the estimated fair market value of your primary residence at the time of the sale of Shares, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of Shares exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of your primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by your primary residence in excess of the estimated fair market value of your primary residence shall be included as a liability). Further, you have adequate means of providing for all of your current and foreseeable needs and personal contingencies and have no need for liquidity in this investment;
- _____ (5) A natural person who had an individual income in excess of \$200,000 in each of the two most recent years, or joint income with your spouse in excess of \$300,000 in each of those years, and you reasonably expect to reach the same income level in

the current year. Further, you have adequate means of providing for all of your current and foreseeable needs and personal contingencies and have no need for liquidity in this investment;

(6) A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Shares, and this purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D promulgated under the Securities Act; or

(7) An entity of which all of the equity owners are accredited investors as defined by any of the above subsections (1) through (6).

(7)(a) *If you checked subsection (7), how many persons own equity in the subscriber?* _____.

(8) A director, executive officer, or general partner of the Company as the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of the issuer

(9) An entity that owns investments in excess of \$5 million and that was not formed for the specific purpose of investing in the securities offered;

(10) An investment adviser registered under federal or state law (and Exempt Reporting Advisers relying on Section 203(m) or 203(l) of the Investment Advisers Act of 1940);

(11) A Rural Business Investment Company (RBIC) as defined in section 384A of the Consolidated Farm and Rural Development Act;

(12) An individual who has a professional certification, designation or credential from an accredited educational institution that the Commission designates as qualifying for accredited investor status;

(13) An individual who is a “knowledgeable employee” of a “private fund,” which is defined to include an issuer that would be an investment company, but for the exclusions provided by Section 3(c)(1) or 3(c)(7) of the Investment Company Act of 1940;

(14) A “family office” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 with at least \$5 million in assets under management and that was not formed for the specific purpose of acquiring the securities offered, and whose investment is directed by a person capable of evaluating the merits and risks of the prospective investment; or

(15) Any “family client”, as defined in rule 202(a)(11)(G)-1 of the Investment Advisers Act of 1940, of a “family office” whose prospective investment is directed by that family office.

(16) Subscriber is not an accredited investor.

EXHIBIT B

CERTIFICATE TO BE GIVEN BY ANY PURCHASER THAT IS A PARTNERSHIP OR LIMITED LIABILITY COMPANY

CERTIFICATE OF _____ (the “Company”)
(Name of Company)

The undersigned, constituting all of the partners/members of the Partnership that must consent to the proposed investment by the Partnership hereby certify as follows:

1. That the Company commenced business on and was established pursuant to a Partnership/Operating Agreement dated _____ (the “Agreement”).
2. That, as the partners/members of the Company, we have the authority to determine, and have determined, (i) that the investment in, and the purchase of Shares in Big Screen Entertainment Group, Inc., a Nevada corporation of benefit to the Company, and (ii) to make such investment on behalf of the Partnership.
3. That _____ is authorized to execute all necessary documents in connection with our investment in Big Screen Entertainment Group, Inc., a Nevada corporation.

IN WITNESS WHEREOF, we have executed this certificate as the partners of the Company effective as of _____, 20____, and declare that it is truthful and correct.

(Name of Company)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**EXHIBIT C
TO
SUBSCRIPTION AGREEMENT**

CERTIFICATE TO BE GIVEN BY ANY PURCHASER THAT IS A TRUST

CERTIFICATE OF _____ (the “Trust”)
(Name of Trust)

The undersigned, constituting all of the trustees of the Trust, hereby certify as follows:

- 1. That the Trust was established pursuant to a Trust Agreement dated _____ (the “Agreement”).

- 2. That, as the trustee(s) of the Trust, we have determined that the investment in, and the purchase of, Shares in Big Screen Entertainment Group, Inc., a Nevada corporation is of benefit to the Trust and have determined to make such investment on behalf of the Trust.

- 3. That _____ is authorized to execute, on behalf of the Trust, any and all documents in connection with the Trust’s investment in Big Screen Entertainment Group, Inc., a Nevada corporation.

IN WITNESS THEREOF, we have executed this certificate as the trustee(s) of the Trust this ____ day of _____, 20____, and declare that it is truthful and correct.

(Name of Trust)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**EXHIBIT D
TO
SUBSCRIPTION AGREEMENT**

CERTIFICATE TO BE GIVEN BY ANY PURCHASER THAT IS A CORPORATION

CERTIFICATE OF _____ (the “*Corporation*”)
(Name of Corporation)

The undersigned, being the duly elected and acting Secretary or Assistant Secretary of the Corporation, hereby certifies as follows:

1. That the Corporation commenced business on and was incorporated under the laws of the State of _____ on _____.

2. That the Board of Directors of the Corporation has determined, or appropriate officers under authority of the Board of Directors have determined, that the investment in, and purchase of, Shares in Big Screen Entertainment Group, Inc., a Nevada corporation is of benefit to the Corporation and has determined to make such investment on behalf of the Corporation. Attached hereto is a true, correct and complete copy of resolutions of the Board of Directors (or an appropriate committee thereof) of the Corporation duly authorizing this investment, and said resolutions have not been revoked, rescinded or modified and remain in full force and effect.

3. That the following named individuals are duly elected officers of the Corporation, who hold the offices set opposite their respective names and who are duly authorized to execute any and all documents in connection with the Corporation’s investment in Big Screen Entertainment Group, Inc., a Nevada corporation and that the signatures written opposite their names and titles are their correct and genuine signatures.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of the Corporation this _____ day of _____ 20____, and declared that it is truthful and correct.

(Name of Corporation)

By: _____
Name: _____
Title: _____

EXHIBIT E

RISK FACTORS

The purchase of Shares in the Company involves a high degree of risk including, but not necessarily limited to, the risks described below. Before subscribing for the Shares, the Subscriber should consider carefully the following risk factors, as well as the other information contained in the Agreement.

Risks Relating to the Company

Investors Have Limited Control over the Company. The Company is managed by its Board of Directors and appointed officers, who are solely responsible for the operation and management of the Company. The investors will have a minority stake in the Company and as such will have limited rights to with respect to the election of Directors and therefore will not participate in the management of the Company. The Board is under no obligation to make its decision with respect to such prospective sale in accordance with the wishes of the investors.

No Decision Rights regarding disposition for a Company investment; No Guaranteed Return. The investors will not have any vote or decision-making authority with respect to the disposition of a Company property. If the Sponsor determines, in its sole discretion, that the disposition of a Company property is reasonable, then the Company may sell a Company property. The investors will not have any decision or voting rights with respect to when a disposition is made, even if the Investors believe a different return would be preferable considering market conditions and other factors.

Our ability to grow and compete in the future will be adversely affected if adequate capital is not available to us or not available on terms favorable to us.

The ability of our business to continue its normal and planned operations and to grow and compete will depend on the availability of adequate capital. We cannot assure you that we will be able to obtain equity or debt financing on acceptable terms, or at all, to continue our normal and planned operations and to implement our growth strategy. As a result, we cannot assure you that adequate capital will be available to continue our normal and planned operations and to finance our current growth plans, take advantage of business opportunities, or respond to competitive pressures, any of which could harm our business.

We may not be able to raise capital when needed, if at all, which could cause us to have insufficient funds to pursue our operations, or to delay, reduce or eliminate our development of new programs or commercialization efforts.

We expect that we will need to obtain substantial additional funding in order to continue our operations. To date, we have financed our operations entirely through equity and debt investments and the incurrence of debt, and we expect to continue to do so in the foreseeable future. Additional funding from those or other sources may not be available when or in the amounts needed, on acceptable terms, or at all. If we raise additional capital through the incurrence of additional indebtedness, we would likely become subject to further covenants that could restricting our business activities, and holders of debt instruments will likely have rights and privileges senior to those of our equity investors. In addition, servicing the interest and principal repayment obligations under debt facilities could divert funds that would otherwise be available to support development of new programs and marketing to current and potential new clients. If we are unable to raise capital when needed or on acceptable terms, we could be forced to delay, reduce or eliminate development of new programs or future marketing efforts. Any of these events could significantly harm our business, financial condition and prospects.

We will need substantial additional funding to continue our operations, which will result in dilution to our stockholders.

We expect to incur additional costs associated with continuing to operate as a public company and to require substantial additional funding to continue to pursue our business and continue with our expansion plans. We have limited assets and will require additional funding to acquire additional assets, including mineral leases and oil and gas investments. If we raise capital through the sale and issuance of equity, or securities convertible into equity, it would result in dilution to our existing stockholders, which could be significant depending on the price at which we may be able to sell and issue our securities.

Unfavorable general economic conditions may materially adversely affect our business.

While it is difficult for us to predict the impact of general economic conditions on our business, these conditions could reduce customer demand for some of our products or services which could cause our revenue to decline. Also, our customers that are especially reliant on the credit and capital markets may not be able to obtain adequate access to credit or equity funding, which could affect their ability to make timely payments to us. Moreover, we rely on obtaining additional capital and/or additional funding to provide working capital to support our operations. We regularly evaluate alternative financing sources. Further changes in the commercial capital markets or in the financial stability of our investors and creditors may impact the ability of our investors and creditors to provide additional financing. For these reasons, among others, if the economic conditions stagnate or decline, our operating results and financial condition could be adversely affected.

Our management may have conflicts of interest.

Some members of our management are employed on a full-time basis by other businesses involved in a range of business activities. Consequently, there are potential inherent conflicts of interest in their acting as officers and directors of our Company. We believe that none currently exist but it is the intent of the management to keep any transactions free of conflicts of interest. Management is also working on the creation of job specific tasking as well as non-compete agreements that will be deployed as possible and as related to our existing and future team members.

Our current officers and directors have other interests outside of our business and contract negotiations are still in process with them.

While we have contract agreements with our officers and directors that define these relationships in a manner that provides sufficient motivation to such officers and directors to remain an ongoing part of our business, there are no assurances that these agreements will be honored. Loss of any of our members of management will have a negative impact upon our business efforts and results of operations.

Risks Related to the Securities Markets and Ownership of our Equity Securities

The market price of shares of our common stock may be volatile.

The market price of our common stock may be highly volatile. Some of the factors that may materially affect the market price of our common stock are beyond our control, such as changes in financial estimates by industry and securities analysts, conditions or trends in the industry in which we operate, or sales of shares of our common stock. These factors may materially adversely affect the market price of shares of our common stock, regardless of our performance. In addition, public stock markets have experienced extreme price and trading volume volatility. This volatility has significantly affected the market prices of securities of many companies for reasons frequently unrelated to the operating performance of the specific companies. These broad market fluctuations may adversely affect the market price of shares of our common stock.

Our board of directors is authorized to issue additional shares of our common stock that would dilute existing stockholders.

We are currently authorized to issue up to 385,000,000 shares of common stock. We have issued 105,943,397 shares of common stock as of July 10, 2023. We expect to seek additional financing in order to provide working capital to our business. Our board of directors has the power to issue any or all of such authorized but unissued shares at any price it considers sufficient, without stockholder approval. The issuance of additional shares of common stock in the future will reduce the proportionate ownership and voting power of then current stockholders.

Trading on the OTC Pink Sheets may be volatile and sporadic, which could depress the market price of our common stock and make it difficult for our stockholders to resell their shares.

Our common stock is quoted on the Over the Counter Pink Sheets (an interdealer quotation system that is used by subscribing FINRA members) operated by the OTC Markets Group, Inc. Trading in stock quoted on these markets is often thin and characterized by wide fluctuations in trading prices, due to many factors that may have little to do with our operations or business prospects. This volatility could depress the market price of our common stock for reasons unrelated to our operating performance. Moreover, neither of these markets is a “stock exchange,” and trading of securities on these markets is often more sporadic than the trading of securities listed on a national securities exchange like The NASDAQ Stock Market or the NYSE American. Accordingly, stockholders may have difficulty reselling any of our shares owned by them.

A decline in the price of our common stock could affect our ability to raise further working capital, it may adversely impact our ability to continue operations and we may go out of business.

A prolonged decline in the price of our common stock could result in a reduction in the liquidity of our common stock and a reduction in our ability to raise capital. Because we may attempt to acquire a significant portion of the funds we need in order to conduct our planned operations through the sale and issuance of equity securities, a decline in the price of our common stock could be detrimental to our liquidity and our operations because the decline may cause investors not to choose to invest in our stock. If we are unable to raise the funds we require for all our planned operations, we may be forced to reallocate funds from other planned uses and we may suffer a significant negative effect on our business plan and operations, including our ability to develop new products and continue our current operations. As a result, our business may suffer, and not be successful and we may go out of business. We also might not be able to meet our financial obligations if we cannot raise enough funds through the sale and issuance of our common stock and we may be forced to go out of business.

Because we do not intend to pay any cash dividends on our shares of common stock in the near future, our stockholders will not be able to receive a return on their shares unless they sell them.

We intend to retain any future earnings to finance the development and expansion of our business. We do not anticipate paying any cash dividends on our common stock in the near future. The declaration, payment and amount of any future dividends will be made at the discretion of our board of directors, and will depend upon, among other things, the results of operations, cash flows and financial condition, operating and capital requirements, and other factors as our board of directors considers relevant. There is no assurance that future dividends will be paid, and if dividends are paid, there is no assurance with respect to the amount of any such dividend. Unless we pay dividends, our stockholders will not be able to receive a return on their shares of our common stock unless they sell them.

Our Articles of Incorporation provide our directors with limited liability.

Our Articles of Incorporation state that our directors shall not be personally liable to us or any stockholder for monetary damages for breach of fiduciary duty as a director, except for any matter in respect of which such director shall be liable under Section 78.138(7) of the Nevada Revised Statutes (the “NRS”) or shall be liable because the director (1) shall acted or omitted to act which involves intentional misconduct, fraud or a knowing violation of law; or (2) paid dividends in violation of Section 78.300 of the NRS. Our Articles of Incorporation

further state that the liability of our directors shall be eliminated or limited to the fullest extent permitted by the NRS, as it may be amended. These provisions may discourage stockholders from bringing suit against a director for breach of fiduciary duty and may reduce the likelihood of derivative litigation brought by stockholders on our behalf against a director.

Certain provisions of our Articles of Incorporation and Nevada law make it more difficult for a third party to acquire us and make a takeover more difficult to complete, even if such a transaction were in the stockholders' interest.

Our Articles of Incorporation and the NRS contain provisions that may have the effect of making it more difficult or delaying attempts by others to obtain control of the Company, even when these attempts may be in the best interests of our stockholders.

We also are subject to the anti-takeover provisions of the NRS, which prohibit us from engaging in an acquisition of a controlling interest "combination" with an "interested stockholder" unless the business combination is approved in a prescribed manner and prohibit the voting of shares held by persons acquiring certain numbers of shares without obtaining requisite approval. This statute has the effect of making it more difficult to effect a change in control of a Nevada company.

Our financial controls and procedures may not be sufficient to ensure timely and reliable reporting of financial information, which, as a public company, could materially harm our stock price.

As a public reporting company, we require significant financial resources to maintain our public reporting status. We cannot assure you we will be able to maintain adequate resources to ensure that we will not have any future material weakness in our system of internal controls. The effectiveness of our controls and procedures may in the future be limited by a variety of factors including:

- faulty human judgment and simple errors, omissions or mistakes;
- fraudulent action of an individual or collusion of two or more people;
- inappropriate management override of procedures; and
- the possibility that any enhancements to controls and procedures may still not be adequate to assure timely and accurate financial information.

Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles in the United States of America. Our internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements.

Despite these controls, because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Therefore, even those systems determined to be effective can provide only reasonable assurance of achieving their control objectives. Furthermore, smaller reporting companies like us face additional limitations. Smaller reporting companies employ fewer individuals and can find it difficult to employ resources for complicated transactions and effective risk management. Additionally, smaller reporting companies tend to utilize general accounting software packages that lack a rigorous set of software controls.

Penny stock rules will limit the ability of our stockholders to sell their stock.

The Securities and Exchange Commission has adopted regulations that generally define a “penny stock” to be any equity security that has a market price (as defined) less than \$5.00 per share or an exercise price of less than \$5.00 per share, subject to certain exceptions. Our securities are covered by the penny stock rules, which impose additional sales practice requirements on broker-dealers who sell to persons other than established customers and “accredited investors”. The term “accredited investor” refers generally to institutions with assets in excess of \$5,000,000 or individuals with a net worth in excess of \$1,000,000 or annual income exceeding \$200,000 or \$300,000 jointly with their spouse. The penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document in a form prepared by the Securities and Exchange Commission that provides information about penny stocks and the nature and level of risks in the penny stock market. The broker-dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction and monthly account statements showing the market value of each penny stock held in the customer’s account. The bid and offer quotations, and the broker-dealer and salesperson compensation information, must be given to the customer orally or in writing prior to effecting the transaction and must be given to the customer in writing before or with the customer’s confirmation. In addition, the penny stock rules require that, prior to a transaction in a penny stock not otherwise exempt from these rules, the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser’s written agreement to the transaction. These disclosure requirements may have the effect of reducing the level of trading activity in the secondary market for the stock that is subject to these penny stock rules. Consequently, these penny stock rules may affect the ability of broker-dealers to trade our securities. We believe that the penny stock rules discourage investor interest in and limit the marketability of our common stock.

Trends, Risks and Uncertainties

We have sought to identify what we believe to be the most significant risks to our business, but we cannot predict whether, or to what extent, any of such risks may be realized nor can we guarantee that we have identified all possible risks that might arise. Investors should carefully consider all of such risk factors before making an investment decision with respect to our common stock.

Risks Relating to Private Offering and Lack of Liquidity

Dilution. If you purchase Shares in this Offering, you should expect to experience dilution from investors that may purchase units at a price which is less than the price per unit which you pay. You may also be diluted by subsequent financing events. You may also suffer additional dilution in the future from the sale of additional units, the issuance of options or other Shares. Another source of dilution is that the company plans to issue units as part of the consideration it pays for the companies that we might buy.

No audited financial statements. Because the Company has not prepared any audited financial statements, you have no audited financial information regarding the Company’s capitalization or assets or liabilities on which to make your investment decision. If you feel the information provided is insufficient, you should not invest in the Company.

Financial projections require caution. Prospective investors are urged to consider that any financial projections which might be discussed by the Company or its officers, employees, etc. should not be understood as any guarantee or assurance made on behalf of the Company. Projections based on past performance data or mathematical models are subject to externalities and risks of which the compiler may not or could not be aware. Such projections would not and should not be construed as indications or guarantees of future financial performance, nor should they be understood as such by prospective investors. Prospective investors should be aware of the inherent inaccuracies of forecasting. Although the Company has a reasonable basis for projections

it might make and provide them herewith in good faith, prospective investors may wish to consult independent market professionals about the Company's potential future performance.

The Company may not be able to sell all of the Shares offered hereunder. It is possible that we will not be able to sell that entire amount. It is possible that if we raise less than the amount offered, we might have to grow the business more slowly, and negatively impact unitholder value.

No Guarantee of Return on Investment. There is no assurance that an investor will realize a return on its investment or that it will not lose its entire investment.

A majority of the Company is owned by a small number of owners. Following completion of the Offering, assuming the Maximum Offering is sold, the current owners will own approximately ____% of the Company on a fully diluted basis. Subject to any fiduciary duties owed to our other owners or investors under Nevada law, these owners will be able to exercise significant influence over matters requiring owner approval, including the election of managers and approval of significant Company transactions, and will have significant control over the Company's management and policies. Some of these persons may have interests that are different from yours. For example, these owners may support proposals and actions with which you may disagree. The concentration of ownership could delay or prevent a change in control of the Company or otherwise discourage a potential acquirer from attempting to obtain control of the Company, which in turn could reduce the price potential investors are willing to pay for the Company. In addition, these owners could use their voting influence to maintain the Company's existing management, delay or prevent changes in control of the Company, or support or reject other management and Board proposals that are subject to owner approval.

Limited Transferability of Shares. Each investor will be required to represent that he is acquiring Shares for investment and not with a view to distribution or resale, that such investor understands that Shares are not freely transferable and that such investor must bear the economic risk of investment in a Company investment for an indefinite period of time because: (i) the Shares have not been registered under the Act or applicable state "Blue Sky" or Securities laws; and (ii) the Shares cannot be sold unless it is subsequently registered or an exemption from such registration is available. There currently is no market for the Shares nor is one expected in the future and investors may not be able to liquidate their investment in case of an emergency. Investors may not assign or transfer Shares to any "Benefit Plan Investor" (as defined herein).

Offering Not Registered With Securities and Exchange Commission or State Securities Authorities. The offering of the Shares will not be registered with the SEC under the Act or the securities agency of any state, and is being offered in reliance upon an exemption from the registration provisions of the Act and state securities laws applicable only to offers and sales to investors meeting the suitability requirements set forth herein. Since this is a nonpublic offering, prospective investors will not have the benefit of review by the SEC or any state securities regulatory authority. The terms and conditions of the offering may not comply with the guidelines and regulations established for real estate programs that are required to be registered and qualified with those agencies.

Private Offering Exemption – Compliance with Requirements. The Shares is being offered, and will be sold, to persons or entities in reliance upon a private offering exemption from registration provided in the Act and state securities laws. If the Company should fail to comply with the requirements of such exemption, investors may have the right, if they so desired, to rescind their purchase of the Shares. This might also occur under the applicable state securities or "Blue Sky" laws and regulations in states where the Shares will be offered without registration or qualification pursuant to a private offering or other exemption. If such were the case and a number of investors were successful in seeking rescission, the Company would face severe financial demands that would adversely affect them as a whole and, thus, the investment in the Shares by the remaining investors.

Unregistered Offerings. The offerings of the Shares will not be registered with the SEC under the Securities Act or with the securities authorities of any state. The Shares are being offered in reliance on exemptions from the registration provisions of the Securities Act and state securities laws applicable to offers and sales to

prospective Investors meeting the prospective investor suitability requirements set forth herein. If the Board or the Company should fail to comply with the requirements of such exemptions, prospective purchasers may have the right to rescind their purchase of the Shares, as applicable. This might also occur under the applicable state securities laws and regulations in states where the Shares will be sold without registration or qualification pursuant to a private offering or other exemption. If a number of the Investors were successful in seeking rescission, the Company and the Board would face severe financial demands that would adversely affect the Company as a whole and, thus, the investment in the Shares by the remaining Investors. Such event would have a material adverse effect on the Company.

Lack of Regulatory Review. Since the Offering is nonpublic and, as such, not registered under federal or state securities laws, you will not have the benefit of a review of this offering by the SEC or any state securities commissions or other regulatory authorities prior to your investment. The terms and conditions of the Offering will not comply with the guidelines and regulations established for securities offerings that are required to be registered and qualified with those authorities.

Availability of Exemptions for Other Offerings. Other offerings by affiliates of the Board and Sponsor have been made in reliance on exemptions from the registration provisions of federal and state securities laws. No assurance, however, can be given that such exemptions were available or that the compliance requirements were met. If exemptions were not available for those offerings, the Company, as well as the partners and principals involved in such other offerings, could incur significant liability, including return of amounts paid to investors.

Prohibition on Bad Actors. This Offering is intended to be made in compliance with Rule 506(b) of Regulation D promulgated under the Securities Act. The SEC has recently changed the requirements of Regulation D offerings to include a prohibition on the participation of certain “bad actors.” The Company will obtain representations from the Sponsor and its principals that the applicable party is not a “bad actor” as that term is defined in Rule 506(d) of Regulation D. In the event that a statutory “bad actor” participates in the Offering, the Company may lose its exemption from registration of the Shares. Pursuant to Rule 506(e) of Regulation D, certain events that would otherwise have designated an Offering participant as a “bad actor” but which occurred prior to the effective date of Rule 506(d), are required to be disclosed to all potential investors.

Pro Forma Budgets/Projected Aggregate Cash Flows. Any pro forma budgets or projected cash flows included provided by the Company or the Board are forward-looking statements that involve significant risk and uncertainty. All materials or documents supplied by the Company, the Board, the Sponsor or their affiliates, including any such pro forma budgets or cash flows, should be considered speculative and are qualified in their entirety by the assumptions, information and risks. The assumptions and facts upon which such projections are based are subject to variations that may arise as future events actually occur and to a complex series of events, many of which are outside the control of the Company and the Board. The projections included herein are based on assumptions regarding future events. There is no assurance that actual events will correspond with these assumptions. Actual results for any period may or may not approximate projections and may differ significantly. You should consult with your tax and business advisors about the validity and reasonableness of the factual, accounting and tax assumptions. Neither the Company nor any other person or entity makes any representation or warranty as to the future profitability of the Company or of an investment in the Shares.

No Representation of Investors. Each of the Investors acknowledges and agrees that counsel, the Board, the Company and their Affiliates do not represent and shall not be deemed under the applicable codes of professional responsibility to have represented or to be representing any or all of the Investors in any respect.

No Independent Review/No Managing Dealer. Currently the Board has not engaged the services of a managing dealer and it is uncertain whether a managing dealer will be used for this offering. Under federal securities laws, an independent broker-dealer is expected to take steps to ensure that the information provided is accurate and complete. The steps are typically taken by the “Managing Underwriter” or “Managing Dealer” who participates in the preparation of an offering memorandum. In addition, the Managing Dealer has certain duties related to an offering, including a duty to a prospective investor to ensure that an investment in a security is suitable for that

prospective investor, a duty to conduct adequate due diligence with respect to the offering and a duty to comply with federal and state securities laws. If a Managing Dealer is not engaged for this Offering, this independent review and analysis of this Offering will not be conducted

Forward-Looking Statements. Some of the information provided may contain forward-looking statements. Such “forward-looking” statements are based on various assumptions of the Board, which assumptions may not prove to be correct. For example, such assumptions include, but are not limited to, the continued growth and expansion of the local and regional economies, the initial terms of the Loan (including the principal payments required by Lender), anticipated leasing schedules and budgeted capital improvement expenditures. Accordingly, there can be no assurance that such projections, assumptions and statements will accurately predict future events or the actual performance of a Company investment. No representation or warranty can be given that the estimates, opinions or assumptions made herein or therein will prove to be accurate. Prospective investors should closely review the assumptions set forth in the projections. Any projected cash flow provided and all other materials or documents supplied by the Board, Sponsor or its affiliates should be considered speculative and are qualified in their entirety by the assumptions, information and risk factors provided by the Company. There is no assurance that actual events will correspond with these assumptions.

The Board intends to identify forward-looking statements by using words or phrases such as “anticipates,” “believes,” “estimates,” “expects,” “intends,” “maybe,” “objective,” “plan,” “predict,” “project” and “will be” and similar words or phrases, or the negative thereof or other variations thereof or comparable terminology. These types of statements discuss future expectations or contain projections or estimates. When considering such forward-looking statements, you should keep in mind the risk factors outlined herein. These risk factors, or other events, could cause actual results to differ materially from those contained in any forward-looking statement.

Risks Related to Business

Complexity of the Motion Picture Business

The motion pictures business is complex. Negotiating with major motion picture directors and performing talent is a sophisticated process. Likewise, negotiating a position for a project on distributor release schedules in "major territories" is logistically challenging. Negotiating production-incentive relationships, brand relationships, ancillary rights, international licensing and pre-sales of a project, qualifying a project for production completion bonds, and "banking" a project's respective licenses and contracts are complex processes that are highly reliant on the expertise and personal relationships of Management.

Market Competition

Motion picture, streaming, and television content development, production, and distribution are highly competitive. Industry competitors include other companies developing and producing such content and other forms of entertainment media. The Company's primary competitors are "major" film studios, numerous independent motion picture, streaming, and television production companies, television networks, and subscription-based television services, all of which will compete with the Company for market dominance in certain topical or popular genres, the services of writers, performing artists, directors, producers, and other creative and technical personnel, and production financing. Many of these competitors have significantly greater financial and other resources than the Company.

Obtaining a position for a project on the theatrical, streaming, and/or television network distributor release schedules in a "major territory" is also highly competitive.

For any project, it is possible that the unique writing, acting, or directing talent necessary for such project may be unavailable or that the Company is unable to successfully negotiate for the services of such personnel.

Global Media Markets and Bank Financing

The success of the Company in achieving its objectives depends on the value of other entertainment media that is comparable to the Projects (primarily theatrically-released films, streaming video and home media, and cable and network television) in the U.S. and major international territories. If the value of comparable entertainment media decreases relative to current market values, the Company may not be profitable.

Compounding this risk, each Project must obtain production financing, which is generally secured by a Project's production incentive programs, brand relationships, pre-sold ancillary and theatrical licensing agreements, and the value of unsold international territories. Decreases in the market value of these items may raise the cost of such financing or even preclude the Company from obtaining such funding, in which case the Company may not be profitable.

The Company may also incur major losses in the event of certain macroeconomic or other extraordinary events, which may affect markets and consumer behavior in ways that are unexpected, unprecedented, or inconsistent with historical trends or results.

EXHIBIT F
DISCLOSURE STATEMENT

(See attached)

Disclosure Statement Pursuant to the Pink Basic Disclosure Guidelines

4. **BIG SCREEN ENTERTAINMENT GROUP**

A NEVADA Corporation

6565 E. Washington Blvd, Los Angeles, CA 90040

(323) 654-3400

www.bigscreenentgroup.com big@bigscreenent.com

7822 – Primary SIC Code

7812 – Secondary SIC Code

(i) Annual Report

For the Period Ending: March 31, 2023 (the “Reporting Period”)

(ii) Outstanding Shares

The number of shares outstanding of our Common Stock was: 105,943,397, as of March 31, 2023
105,943,397, as of March 31, 2022

(iii) Shell Status

Indicate by check mark whether the company is a shell company (as defined in Rule 405 of the Securities Act of 1933 and Rule 12b-2 of the Exchange Act of 1934):

Yes: No:

Indicate by check mark whether the company’s shell status has changed since the previous reporting period: Yes: No:

(iv) Change in Control

Indicate by check mark whether a Change in Control of the company has occurred over this reporting period: Yes: No:

1) Name and address(es) of the issuer and its predecessors (if any)

In answering this item, provide the current name of the issuer any names used by predecessor entities, along with the dates of the name changes.

N/A

The state of incorporation or registration of the issuer and of each of its predecessors (if any) during the past five years; Please also include the issuer's current standing in its state of incorporation (e.g. active, default, inactive):

The Company originally incorporated under the name Blue Shadows, Inc., on August 15, 1995, in the State of Nevada. Our name was changed to Beverly Hills Film Studios, Inc., on November 3, 2003, in the State of Nevada. We subsequently merged with Sedona Horizons Corporation on November 13, 2003, and we were the surviving Company in the merger. Our corporate name was changed to our current name on August 22, 2005.

Describe any trading suspension orders issued by the SEC concerning the issuer or its predecessors since inception: N/A

List any stock split, stock dividend, recapitalization, merger, acquisition, spin-off, or reorganization either currently anticipated or that occurred within the past 12 months:

N/A

The address(es) of the issuer's principal executive office: Mailing: 8306 Wilshire Blvd #514, Beverly Hills, CA 90211

The address(es) of the issuer's principal place of business:

Check box if principal executive office and principal place of business are the same address:

Studios: 6565 E Washington Blvd - Los Angeles, CA 90040

Has the issuer or any of its predecessors been in bankruptcy, receivership, or any similar proceeding in the past five years?

Yes:

No:

If this issuer or any of its predecessors have been the subject of such proceedings, please provide additional details in the space below:

N/A

2) Security Information

Transfer Agent

Name: Colonial Stock Transfer Phone: (801) 355-5740

Email: amyparker@colonialstock.com

Address: 66 Exchange Place, Salt Lake City, UT 84111

Publicly Quoted or Traded Securities:

Trading symbol:	<u>BSEG</u>
Exact title and class of securities outstanding:	<u>105,943,397 Class A Common Stock</u> CUSIP: <u>08953T106</u>
Par or stated value:	<u>\$0.001</u>

Total shares authorized:	<u>385,000,000</u>	as of date: <u>March 31, 2023</u>
Total shares outstanding:	<u>105,943,397</u>	as of date: <u>March 31, 2023</u>
Number of shares in the Public Float:	<u>63,731,015</u>	as of date: <u>March 31, 2023</u>
Total number of shareholders of record:	<u>146</u>	as of date: <u>March 31, 2023</u>

All additional class(es) of publicly traded securities (if any):

Trading symbol:	<u>N/A</u>	
Exact title and class of securities outstanding:	<u>N/A</u>	
CUSIP:	<u>N/A</u>	
Par or stated value:	<u>N/A</u>	
Total shares authorized:	<u>N/A</u>	as of date: <u>N/A</u>
Total shares outstanding:	<u>N/A</u>	as of date: <u>N/A</u>

Other classes of authorized or outstanding equity securities:

N/A

Security Description:

The goal of this section is to provide a clear understanding of the material rights and privileges of the securities issued by the company. Please provide the below information for each class of the company's equity securities, as applicable:

1. For common equity, describe any dividend, voting and preemption rights.

Common Stock has voting rights, with each share being entitled to One (1) vote , no dividend preferences and the rights to receive dividends and the net assets of the Corporation upon dissolution or liquidation.

2. For preferred stock, describe the dividend, voting, conversion, and liquidation rights as well as redemption or sinking fund provisions.

N/A

3. Describe any other material rights of common or preferred stockholders.

4. Describe any material modifications to rights of holders of the company's securities that have occurred over the reporting period covered by this report.

N/A

3) Issuance History

The goal of this section is to provide disclosure with respect to each event that resulted in any changes to the total shares outstanding of any class of the issuer's securities **in the past two completed fiscal years and any subsequent interim period.**

Disclosure under this item shall include, in chronological order, all offerings and issuances of securities, including debt convertible into equity securities, whether private or public, and all shares, or any other securities or options to acquire such securities, issued for services. Using the tabular format below, please describe these events.

A. Changes to the Number of Outstanding Shares

Indicate by check mark whether there were any changes to the number of outstanding shares within the past two completed fiscal years:

No: Yes: (If yes, you must complete the table below)

Shares Outstanding as of Second Most Recent Fiscal Year End: Opening Balance Date <u>March 31, 2021</u> Common: <u>104,816,636</u> Preferred: <u>0</u>			*Right-click the rows below and select "Insert" to add rows as needed.						
Date of Transaction	Transaction type (e.g. new issuance, cancellation, shares returned to treasury)	Number of Shares Issued (or cancelled)	Class of Securities	Value of shares issued (\$/per share) at issuance	Were the shares issued at a discount to market price at the time of issuance? (Yes/No)	Individual/Entity Shares were issued to (entities must have individual with voting / investment control disclosed).	Reason for share issuance (e.g. for cash or debt conversion) OR-ature of Services Provided	Restricted or Unrestricted as of this filing.	Exemption or Registration Type.
<u>March 4, 2022</u>	<u>New Issuance</u>	<u>1,126,761</u>	<u>Class A Common Stock</u>	<u>\$0.05</u>	<u>No</u>	<u>North Equities USA Ltd</u>	<u>Marketing/Advertising</u>	<u>Restricted</u>	<u>Exemption 4 (a)(2)</u>
Shares Outstanding on Date of This Report: Ending Balance Ending Balance: Date <u>March 31, 2023</u> Common: <u>105,943,397</u> Preferred: <u>None</u>									

Example: A company with a fiscal year end of December 31st, in addressing this item for its quarter ended September 30, 2020, would include any events that resulted in changes to any class of its outstanding shares from the period beginning on January 1, 2018, through September 30, 2020, pursuant to the tabular format above.

Use the space below to provide any additional details, including footnotes to the table above:

None

B. Promissory and Convertible Notes

Indicate by check mark whether there are any outstanding promissory, convertible notes, convertible debentures, or any other debt instruments that may be converted into a class of the issuer’s equity securities:

No: Yes: (If yes, you must complete the table below)

Date of Note Issuance	Outstanding Balance (\$)	Principal Amount at Issuance (\$)	Interest Accrued (\$)	Maturity Date	Conversion Terms (e.g. pricing mechanism for determining conversion of instrument to shares)	Name of Noteholder (entities must have individual with voting / investment control disclosed).	Reason for Issuance (e.g. Loan, Services, etc.)
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

Use the space below to provide any additional details, including footnotes to the table above:

N/A

4) Issuer’s Business, Products and Services

The purpose of this section is to provide a clear description of the issuer’s current operations. (Please ensure that these descriptions are updated on the Company’s Profile on www.otcmarkets.com).

A. Summarize the issuer’s business operations (If the issuer does not have current operations, state “no operations”)

We are a full-service entertainment company, developing, producing, purchasing, exhibiting, and distributing products in all media formats, including motion pictures, television, video games, and publishing.

Our primary SIC Code is 7822 – Motion Pictures and Video Production.

Our secondary SIC Code is 7812 – Motion Pictures and Tape Distribution

We are a full-service entertainment company designed to develop, produce, purchase, exhibit and distribute products in all media formats, including motion pictures, television, music and publishing as well as an education division.

B. List any subsidiaries, parent company, or affiliated companies.
Affiliated Companies:

Hollywood International Film Exchange, CEO, Jimmy Jiang
Flux Capacitor – President, Michael Manasseri
Innit Productions – Stephen Eckelberry – Chairman
The Princess Network – Kimberley Kates – President

C. Describe the issuers' principal products or services.

Global Sales and Distribution Company.

TV Development of new Intellectual Property (IP)'s for streaming platforms such as Netflix and Amazon. Film production company retaining a studio fee to produce our films.

Service production provider for setting up films globally through our subsidiaries and directly. Producing and Developing Intellectual Properties in-house.

Domestic distribution for our films and 3rd parties direct to vendors. Global sales and distribution of our films and 3rd party films.

Having an in-house marketing division,

Producing products including commercials, music videos and educational training videos for other vendors in-house.

Post-production facility.

We are a one-stop shop for film development through production to sales, distribution. and manufacturing.

Owning not less than 50% of all of the films that we produce in most cases and/or receiving a Studio Fee, producing and selling our own films and television shows.

Selling films produced by other production companies.

Distribution deal with Orchard for digital and VOD sales all over the world.

Selling, distributing, or producing television programming both in the reality television programming and drama/comedy scripted shows.

Partnered with The Princess Network for female brand for online shopping, and a soon to be announced retail store. The Princess Network has a slate of fairytale films and tv shows in development with Big Screen Entertainment Group.

Our films have premiered at the world's most prestigious independent film festivals and played at the largest theatrical chains in the United States, the United Kingdom, Japan, India, and Germany. Our films have been exhibited in America's top retail outlets and formats, including Wal-Mart, Showtime, Time Warner, Amazon, Playstation, Starz, Redbox, iTunes, DISH, Comcast, Netflix, The Movie Channel, Best Buy, Target, Xbox, Google Play, Vudu, TubiTV, YouTube and many other SVOD/VOD distributors. Our relationships with top Hollywood studios and talent, as well as our corporate distribution alliances in films and games, have positioned us to continue our growth in the coming years.

The following is a list of a few of the festivals and markets in which our films have been played or premiered:

Name	Location
Hollywood International Film Festival	Hollywood, CA
Cannes Film Market	Cannes, France
Weekend of Fear	Nuremberg, Germany
American Film Market	Santa Monica, CA
Sundance Film Festival	Park City, Utah
Fantasporto Film Festival	Porto, Portugal
Sitges Film Festival	Stilges, Spain
Malaga International Film Festival	Malaga, Spain
Edmonton International Film Festival	Edmonton, Canada
Fantasia Film Festival	Montreal, Canada
Bloody Disgusting Horror Fest	Chicago, Illinois
Nashville Film Festival	Nashville, TN
Geneva Convention Film & Game Festival	Indianapolis, Indiana

2. CURRENT ACTIVITIES:

Over the past year BSEG launched its own streaming channel, Big Stream, as a Roku channel, mobile and desktop VOD platform, to display and deliver content from its own library and that of its partners and affiliates. We currently have over 225 titles on our Streaming Channel, including original programming, such as Marilyn & Sinatra and Who's The Best Doctor Who Monster, which will be key to the company's streaming expansion. The Company's streaming platform has been boosted by a number of additional titles. Among several new Intellectual Properties (IP's) headed to the Roku Channel is "Hollywood Legends," a new original series now in production that is full of entertaining insights on showbiz icons.

The Company recently announced Storytime as the first series in a string of original content coming to its streaming platform. This will be the flagship show of a new children's section on Big Screen Entertainment, which is available as a Roku channel, Google Play and OTT.

BSEG expanded its in-house development team with award winning writers and directors. Creating a new slate of projects with the aim of developing shows for television streamers as the digital marketplace grows.

Development slate: BSEG has added 8 new Intellectual Properties (IP's) and the list is growing, including acquisition of new IP's. The BSEG Development team has expanded and has been hiring new writers. The Company has continued to create and work steadily during Covid.

The Company is also working with the new lifestyle brand, The Princess Network. A merchandise, travel, blog, educational and media company for the purpose of expanding BSEG into more revenue streams for the future.

Big Screen has announced a production partnership with The Princess Network, creating fairytale films and tv shows. The Companies have partnered with Animation Renaissance for the first feature film, Cinderella. The Company has hired Catherine Taylor to write the screenplay, Cinderella, Catherine will be co-directing the film.

A proof-of-concept file is being completed for a family project. Big Screen is pre-production for a presentation piece of the feature film Santa's Real aka Santa4Real with the award winning Deka Bros directing, Kimberley Kates producing alongside Dr. Bruce Lee and David Tappan.

The Company recently launched a graphic novels division, which aims at entering the fast-growing space to align with the Company's strategy to create more valuable intellectual Properties.

The Company is embracing a new tech strategy by launching in the crypto and NFT space. Such digital advancements are part of the Company's plan to maximize the potential of its assets. The Company now has a presence on NFT marketplace OpenSea and has taken a range of other measures to be well placed as a peer-to-peer transactions become more mainstream (<https://opensea.io/BigScreenEntertainmentGroup>). By creating NFTs and setting up cryptocurrency payments, the Company's digital assets team are working to position Big Screen at the forefront of the new Hollywood.

The Company has reached the testing phase for Web3 decentralized apps, token transfers, NFTs and other tech innovations.

The Company recently completed the development and publishing requirements to get Big Stream Entertainment onto Android devices through Google Play Store.

Writer Sarah Starling has now completed her initial manuscript for "The Twelve Dancing Princesses," the opening book in a new children's franchise.

The entertaining and educational adaptation of a dozen princess fairytales from The Brothers Grimm is among a series of projects recently completed by the Los Angeles-based public company. “The Twelve Dancing Princesses” will also include merchandise and educational materials.

On the television side, pilot episode scripts are finished for three series BSEG has in development – “Dead End Dating,” “Earth Angels” and “Black Magic” and “The Encounter.”

Meanwhile The Company will be filming “Hollywood Legends” and “Storytime,” two original shows for Big Screen’s thriving streaming channel, Big Stream Entertainment.

The company also has films, merchandising and further book projects in the advanced stages of development.

The company is also doubling down on the recent sellout success of its first book, Avenger Field. The company is following up with an audio drama adaptation of the story about America’s WW2 female pilots. Coming to audible in early 2023 with a full cast of experienced actors, the radio style play seeks to capitalize on the recent surge in popularity of downloaded drama.

In internal news, Big Screen will be taking over the operations of its Big Screen Michigan division.

For press releases related to Big Screen Entertainment Group, please refer to <https://bigscreenentertainmentgroup.com/bseg-news>

5) Issuer’s Facilities

The goal of this section is to provide a potential investor with a clear understanding of all assets, properties or facilities owned, used or leased by the issuer and the extent in which the facilities are utilized.

In responding to this item, please clearly describe the assets, properties or facilities of the issuer, give the location of the principal plants and other property of the issuer and describe the condition of the properties. If the issuer does not have complete ownership or control of the property (for example, if others also own the property or if there is a mortgage on the property), describe the limitations on the ownership.

If the issuer leases any assets, properties or facilities, clearly describe them as above and the terms of their leases.

Our administrative and executive headquarters are located in an 80,000 sq. ft. warehouse in Commerce, California. We lease 2,000 square feet and pay \$2,500 a month.

6) Officers, Directors, and Control Persons

Using the table below, please provide information, as of the period end date of this report, regarding any officers, or directors of the company, individuals or entities controlling more than 5% of any class of the issuer’s securities, or any person that performs a similar function, regardless of the number of shares they own. **If any insiders listed are corporate shareholders or entities, provide the name and address of the person(s) beneficially owning or controlling such corporate shareholders, or the name and contact information (City, State) of an individual representing the corporation or entity in the note section.**

Include Company Insiders who own any outstanding units or shares of any class of any equity security of the issuer.

The goal of this section is to provide an investor with a clear understanding of the identity of all the persons or entities that are involved in managing, controlling or advising the operations, business

development and disclosure of the issuer, as well as the identity of any significant or beneficial shareholders.

Name of Officer/Director or Control Person	Affiliation with Company (e.g. Officer Title /Director/Owner of more than 5%)	Residential Address (City / State Only)	Number of shares owned	Share type/class	Ownership Percentage of Class Outstanding	Note
<u>amberley Kates</u>	<u>CEO/Director</u>	<u>everly Hills, California</u>	<u>6,533,710</u>	<u>Class A Common Stock</u>	<u>6.2%</u>	<u>N/A</u>
<u>Jimmy Jiang</u>	<u>Affiliate</u>	<u>Whittier, California</u>	<u>17,130,906</u>	<u>Class A Common Stock</u>	<u>16.2%</u>	<u>N/A</u>
<u>Michael Manasseri</u>	<u>resident/ Director</u>	<u>os Angeles, California</u>	<u>1,617,766</u>	<u>Class A Common Stock</u>	<u>1.5%</u>	<u>N/A</u>
<u>FEGiFUND (*) (HiFex)</u>	<u>Affiliate</u>	<u>Commerce, California</u>	<u>13,800,000</u>	<u>Class A Common Stock</u>	<u>13.0%</u>	<u>N/A</u>
<u>Stephen Eckelberry</u>	<u>Chairman/Director</u>	<u>earwater, Florida</u>	<u>1,005,000</u>	<u>Class A Common Stock</u>	<u>1.0%</u>	<u>N/A</u>
<u>Bruce Lee</u>	<u>Director</u>	<u>everly Hills, California</u>	<u>2,125,000</u>	<u>Class A Common Stock</u>	<u>2.0%</u>	<u>N/A</u>

*Note: Jimmy Jiang is the President and Owner of FEGiFund (Fairfax Entertainment Group)

7) Legal/Disciplinary History

A. Identify whether any of the persons or entities listed above have, in the past 10 years, been the subject of:

1. A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);

None

2. The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities;

None

3. A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated; or

None

4. The entry of an order by a self-regulatory organization that permanently or temporarily barred, suspended, or otherwise limited such person's involvement in any type of business or securities activities.

None

B. Describe briefly any material pending legal proceedings, other than ordinary routine litigation incidental to the business, to which the issuer or any of its subsidiaries is a party or of which any of their property is the subject. Include the name of the court or agency in which the proceedings are pending, the date instituted, the principal parties thereto, a description of the factual basis alleged to underlie the proceeding and the relief sought. Include similar information as to any such proceedings known to be contemplated by governmental authorities.

None

8) Third Party Providers

Provide the name, address, telephone number and email address of each of the following outside providers. You may add additional space as needed.

Securities Counsel

Name: Robert Laskowski
Firm: Kell Alterman & Runstein L.L.P.
Address 1: 520 SW Yamhill – Suite 600
Address 2: Portland, Oregon 97204-1329
Phone: (503) 222-2531
Email: rlaskowski@kelrun.com

Accountant or Auditor

Name: Patrice Launay
Firm: PEJ Consulting
Address 1: 1560 Sawgrass Corp Parkway, Suite 423-C Address 2: Sunrise, FL
33323
Phone: (323) 654-3400
Email: patricelaunayca@gmail.com

Investor Relations

Name: Sandro Monetti
Firm: Big Screen Entertainment group
Address 1: 8306 Wilshire Blvd #514
Address 2: Beverly Hills, CA 90211
Phone: (323)654-3400
Email: Sandro@bigscreenent.com

All other means of Investor Communication:

Twitter: <https://twitter.com/bigscreenbuzz>
LinkedIn [Big Screen Entertainment Group \(OTC: BSEG\) Facebook:](https://www.facebook.com/BigScreenEntertainmentGroup)
<https://www.facebook.com/BigScreenEntertainmentGroup> Big Screen:
<https://bseg.websitetoolbox.com>

Other Service Providers

Provide the name of any other service provider(s) that **that assisted, advised, prepared, or provided information with respect to this disclosure statement**. This includes counsel, broker-dealer(s), advisor(s), consultant(s) or any entity/individual that provided assistance or services to the issuer during the reporting period.

Name: Patrice Launay
Firm: PEJ Consulting, Inc.
Nature of Services: Outside Accounting Consultant
Address 1: 1560 Sawgrass Corp Parkway, Suite 423-C Address 2: Sunrise, FL
33323
Phone: N/A
Email: patricelaunayca@gmail.com

9) Financial Statements

A. The following financial statements were prepared in accordance with:

- U.S. GAAP
 IFRS

B. The financial statements for this reporting period were prepared by (name of individual): Name: Patrice Launay d/b/a PEJ Consulting, Inc.

Title: Accountant
Relationship to Issuer: Independent

Provide the financial statements described below for the most recent fiscal year or quarter. For the initial disclosure statement (qualifying for Pink Current Information for the first time) please provide reports for the two previous fiscal years and any subsequent interim periods.

- a. Audit letter, if audited.
- b. Balance Sheet.
- c. Statement of Income.
- d. Statement of Cash Flows.
- e. Statement of Retained Earnings (Statement of Changes in Stockholders' Equity)
- f. Financial Notes

Important Notes:

- Financial statements must be "machine readable". Do not publish images/scans of financial statements.
- All financial statements for a fiscal period must be published together with the disclosure statement in one Annual or Quarterly Report

10) Issuer Certification

Principal Executive Officer:

The issuer shall include certifications by the chief executive officer and chief financial officer of the issuer (or any other persons with different titles but having the same responsibilities) in each Quarterly Report or Annual Report.

The certifications shall follow the format below: I, Kimberley Kates certify that:

1. I have reviewed this Annual Report of BSEG.
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

May 31, 2023

/s/ Kimberley Kates

Principal Financial Officer:

I, Kimberley Kates certify that:

1. I have reviewed this Annual disclosure statement of BSEG.
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

May 31, 2023

/s/ Kimberley Kates



ANNUAL REPORT YEAR ENDED MARCH 31, 2023

BSEG FINANCIAL REPORT

BIG SCREEN ENTERTAINMENT GROUP
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(a) BIG SCREEN ENTERTAINMENT GROUP AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)

	<u>(i)</u>	<u>March 31,</u>	<u>March 31,</u>
	<u>2023</u>		<u>2022</u>
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	\$40,966	\$	166,777
Accounts Receivable			312,144
Total Current Assets			331,020
			353,110
			497,797
NON-CURRENT ASSETS			
Capitalized Gaming Production Costs	638,044		638,044
Capitalized Production Costs, net of accumulated amortization	5,058,321		4,790,296
Other Assets	966		966
Total Non-Current Assets	5,697,331		5,429,306
TOTAL ASSETS	\$ 6,050,441		\$ 5,927,103
LIABILITIES & SHAREHOLDERS' EQUITY			
CURRENT LIABILITIES			
Accounts Payable	\$	\$	660
		47	
	2		
Accrued Salaries - Officers	46,965		48,000
Note payable - Related party	192,162		179,827
Other Loans	10,440		-
FEG Loan	81,934		81,934
Total Current Liabilities	331,973		310,421
LONG-TERM LIABILITIES			
Other Loan		-	1,500
SHAREHOLDERS' EQUITY			
Common Stock, par value \$.001 per share, 385,000,000 shares authorized, 105,943,397 shares issued and outstanding as of March 31, 2023, and March 31, 2022, respectively	105,944		105,944
Additional Paid-In Capital	11,871,646		11,871,646
Accumulated Deficit	(6,259,122)		(6,362,408)
Total Shareholders' Equity	5,718,468		5,615,182
TOTAL LIABILITIES & SHAREHOLDERS' EQUITY	\$ 6,050,441		\$ 5,927,103
	1		

The accompanying notes are an integral part of these condensed consolidated financial statements.

(b) BIG SCREEN ENTERTAINMENT GROUP AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)

(i) _____ For the Year Ended

	March 31, 2023	March 31, 2022
REVENUES		
Licensing	\$ 62,604	\$ 60,564
Online	210	7,726
Services	244,004	551,300
Other	323	17,869
Total Revenues	307,141	637,459
COSTS AND EXPENSES		
Service Expense	88,112	67,099
Distribution and Marketing	6,926	50,065
General and Administrative	105,024	114,462
Total Expense	200,062	231,626
OPERATING INCOME	107,079	405,833
OTHER INCOME (EXPENSE)		
Interest Expense	(3,670)	(2,735)
Other Income (expense)	(123)	872
Total Other expense	(3,793)	(1,863)
NET INCOME	\$ 103,286	\$ 403,970
Net Income per Common Share, Basic & Diluted	\$ 0.00	\$ 0.00
Weighted Average Number of Shares Outstanding	105,943,397	104,887,832

The accompanying notes are an integral part of these condensed consolidated financial statements.

2. **BIG SCREEN ENTERTAINMENT GROUP AND SUBSIDIARIES**
CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY
FOR THE YEARS ENDED MARCH 31, 2023 AND 2022

	Shares	Common Stock Amount	Additional Paid-in Capital	Accumulated Deficit	Shareholder s' Equity
Balance March 31, 2021 (unaudited)	104,816,636	\$ 104,817	\$11,827,702	\$ (6,779,848)	\$5,152,671
Prior year adjustment				13,470	13,470
Shares of common stock issued for services	1,126,761	1,127	43,944	-	45,071
Net Income	-	-	-	403,970	403,970
Balance March 31, 2022 (unaudited)	105,943,397	\$ 105,944	\$ 11,871,646	\$ (6,362,408)	\$ 5,615,182
Net Income	-	-	-	103,286	103,286
Balance March 31, 2023 (unaudited)	105,943,397	\$ 105,944	\$ 11,871,646	\$ (6,259,122)	\$ 5,718,468

The accompanying notes are an integral part of these condensed consolidated financial statements.

**BIG SCREEN ENTERTAINMENT GROUP AND SUBSIDIARIES CONDENSED CONSOLIDATED
STATEMENTS OF CASH FLOWS**

(UNAUDITED)

	<u>For the</u> <u>Years</u> March 31, 2023	<u>Ended</u> March 31, 2022
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income	\$	\$
Adjustments to reconcile net income to net cash provided by (used in) operating activities	103,286	403,970
Prior period adjustment	-	13,470
Stock-based compensation		45,071
Accounts Receivable	18,876	(245,394)
Other assets	-	(965)
Capitalized Production Costs	(268,025)	(73,048)
Accounts Payable	(188)	(2,957)
Accrued Salaries Officers	<u>11,300</u>	<u>-</u>
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>(134,751)</u>	<u>140,147</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Note payable - Related party	-	(4,217)
Proceeds from sba loan	149,900	-
Repayment SBA loan	(139,460)	-
Reimbursement Other Loans		(700)
FEG Loan	(1,500)	1,200
NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES	<u>8,940</u>	<u>(3,717)</u>
NET INCREASE (DECREASE) IN CASH	<u>(125,811)</u>	<u>136,430</u>
CASH AT BEGINNING OF PERIOD	166,777	30,347
CASH AT END OF PERIOD	<u>\$ 40,966</u>	<u>\$ 166,777</u>
Supplemental Disclosure for Cash Flow Information:		
Cash paid during the year:		
Interest paid	<u>\$ 3,670</u>	<u>\$ 2,735</u>
Taxes paid	<u>\$ -</u>	<u>\$ -</u>
Non-Cash Investing and Financing Activities:		
Issuance of Common Stock for Marketing	\$ -	\$ 45,071

The accompanying notes are an integral part of these consolidated financial statements

BIG SCREEN ENTERTAINMENT GROUP AND SUBSIDIARIES NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 - BUSINESS ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Big Screen Entertainment Group (“Company”) or (“BSEG”) was incorporated under the laws of the state of Nevada. The Company produces and distributes feature films and video games.

Revenue Recognition. Royalty income from film contracts is derived from the sale of DVDs or from the licensing of film rights to third parties. A significant portion of royalty income is paid to the Company based on the timetable associated with royalty statements generated by third-party processors and is not typically known by the Company on a timely basis. Consequently, this revenue is not recognized until the amount is either known or reasonably estimable or until receipt of the statements from the third parties. The Company contracts with various agencies to facilitate collection of royalty income. When the Company is entitled to royalties based on gross receipts, revenue is recognized before deduction of agency fees, which are included as a component of cost of revenue.

Film and Gaming Costs. Investment in film and gaming costs includes the capitalization of costs incurred to produce the film content including direct negative costs, production overhead, interest, and development. These costs are recognized as operating expenses on an individual film basis in the ratio that the current year's gross revenues bear to management's estimate of total ultimate gross revenues from all sources to be earned over a seven-year period. Capitalized production costs are stated at the lower of unamortized cost or estimated fair value on an individual film basis. Revenue forecasts, based primarily on historical sales statistics, are continually reviewed by management, and revised when warranted by changing conditions. When estimates of total revenues and other events or changes in circumstances indicate that a film has a fair value that is less than its unamortized cost, an impairment loss is recognized in the current period for the amount by which the unamortized cost exceeds the film's fair value.

Basis of Presentation. The financial statements have been prepared by the Company without audit. In the opinion of management, all adjustments (which include only normal recurring adjustments) necessary to present fairly the financial position, results of operations, and cash flows at March 31, 2023, and for all periods presented herein, have been made.

Basis of Consolidation. All significant intercompany transactions and balances have been eliminated in consolidation.

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

Concentrations. Financial instruments that potentially subject us to concentrations of credit risk consist principally of cash and cash equivalents and accounts receivable. Account receivables are typically unsecured and are derived from revenues earned from customers located in the United States.

Recent Accounting Pronouncements. The Company has reviewed recently issued, but not yet adopted, accounting standards in order to determine their effects, if any, on its results of operations, financial position or cash flows. Based on that review, the Company believes that none of these pronouncements will have a significant effect on its financial statements.

Cash and Cash Equivalents. For purpose of reporting cash flows, the Company considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

Income Taxes.

The Company accounts for income taxes pursuant to ASC 740, *Income Taxes*. Under ASC 740, deferred income taxes are provided on a liability method whereby deferred tax assets are recognized for deductible temporary differences and operating loss carryforwards and deferred tax liabilities are recognized for taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. The provision for income taxes represents the tax expense for the period, if any, and the change during the period in deferred tax assets and liabilities. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

ASC 740 also provides criteria for the recognition, measurement, presentation, and disclosure of uncertain tax positions. Under ASC 740, the impact of an uncertain tax position on the income tax return may only be recognized at the largest amount that is more-likely- than-not to be sustained upon audit by the relevant taxing authority.

(a) NOTE 2 – CAPITALIZED FILM AND GAMING PRODUCTION COSTS

The following table summarizes the net capitalized film and gaming production costs in various stages of production at:

	March 31, 2023	March 31, 2022
Gaming	\$ 638,044	\$ 638,044
Completed – theatrical, net of amortization	5,058,321	4,790,296
Total film and gaming production costs	<u>\$ 5,696,365</u>	<u>\$ 5,428,340</u>

(b) NOTE 3 – ACCRUED SALARIES – OFFICERS

The Company’s officers have signed contracts which allow them to accrue salaries that can be paid in either stock or cash. The current balances as of March 31, 2023 and 2022 for officer salaries are \$46,965 and \$48,000, respectively.

The Company paid an aggregate of approximately \$33,200 to its Chief Executive Officer for the year ended March 31, 2023.

(c) NOTE 4– PRODUCTION LOANS AND PRINTS AND ADVERTISING
LOANS

Production and loans payable to related party consist of the following at:

	March 31, 2023	March 31, 2022
Notes payable - Related party	\$ 192,16 2	\$ 179,82 7
Total notes payable	\$ 192,16 2	\$ 179,82 7

(d) NOTE 5 – FORMER RELATED PARTY TRANSACTIONS

As of March 31, 2023 and 2022, the Company has a loan payable to FEGifund, a shareholder of the Company. FEGifund had been a financial party with Big Screen Entertainment Group, the arrangement between FEGifund and Big Screen has expired. Chairman/Director Jimmy Jiang resigned from Big Screen on May 1, 2020. The Company has a balance of \$81,934 as of March 31, 2023 and 2022.

(e) NOTE 6 - SHAREHOLDERS' EQUITY

As of March 31, 2023, there are 385,000,000 shares of authorized common stock. Total common stock issued and outstanding was 105,943,397 at March 31, 2023 and 2022. The Company did not issue any common stock during the year ended March 31, 2023.

(f) NOTE 7 - SUBSEQUENT EVENTS

Management has evaluated subsequent events pursuant to the issuance of the financial statements and has determined that no reporting reportable subsequent events exist through the date of these financial statements.

EXHIBIT G
BUSINESS PLAN

(See attached)

Big Screen Entertainment Group, Inc. (“BSEG” or the “Company”), is a publicly listed international movie sales and distribution company, focused on delivering a broad range of outstanding media and entertainment services, with a strong focus on proprietary and third party film production and distribution services, and development of new TV IPs for major streaming and television platforms. BSEG has the ambition to entertain and inspire people around the world through the power of storytelling, education and innovative technologies that makes our company a global brand.

BSEG brings great media and entertainment to audiences and serves as a one-stop-shop film development firm for a broad range of customers, delivering services spanning from production to sales, distribution and manufacturing. At the moment we have 4 feature films and 3 television series ready to shoot. BSEG is currently building a production crowdfunding platform which will provide a large number of investors to fund and participate in the financing and production of a number of various projects, including films in the “Hallmark” and “horror” genres.

The proceeds from the offering will be used to fund technical, marketing and legal expenses associated with the launch and development of the funding platform. Offerings will be made available to accredited and non-accredited investors pursuant to an exemption from registration under Regulation A.

"About Our Activities

1. Proprietary film production
2. Third party film production services.
3. Development of new TV IPs for major streaming and television platforms.
4. Domestic and international distribution of proprietary and third party films.
5. Marketing and podcast services.
6. Post-production services.
7. Production of commercials, music videos, and educational training videos.
8. Selling, distributing or producing television programming, including TV realities and drama or comedy scripted shows.
9. Launch of an entertainment project crowdfunding platform.

We Generate Revenues Through

1. Producing and owning film and tv
2. Marketing rev
3. Podcast, Magazine, advertising revenues
4. Subscriptions revenues from our own streaming platform, Big Stream Entertainment
5. License fees paid from TV shows produced for third party streaming platforms
6. Sales or rights for new films and IP's

We distribute content through a broad range of channels, including Netflix, Dish, TubiTV, Amazon Prime Video, Vudu, Sumo, Dooya, Google Play, iTunes, YouTube, Plex, Pluto TV, Roku, Microsoft Xbox, and Playstation Video.

About Our Streaming Operation

We are set for an income boost from our successful streaming channel, Big Stream, which operates with a Hulu style advertising revenue and subscription model.

Established 24 months ago, the Roku channel and online streamer featuring hundreds of hour of content from the Big Screen library and that of our affiliates, together with our original programming, has seen its audience rise 325% from a year ago.

With an ever-expanding development slate and a growing creative team, BSEG is in discussions to launch a film fund to bring to the screen a string of projects created in house."

CrowdFunding Platform

The Jumpstart Our Business Startups Act, or JOBS Act of 2012 provided several exemptions from registration, including an expansion of Regulation A, which allows issuers to raise up to \$75 million per year from accredited and non-accredited investors. BSEG is launching a crowdfunding platform that will use Regulation A to raise capital for BSEG projects and allow investors to participate in the funding and production of specific projects. We believe this

will not only be a great way to fund these projects but will also create a fanbase and built in marketing mechanism in the investor pool.

USE OF PROCEEDS

Platform technology-	\$50,000
Legal & Compliance	\$75,000
Marketing-	\$300,000
<u>Operating Expenses-</u>	<u>\$75,000</u>
Total	\$500,000