CAMP·FUND

CAMPAIGN • ADVANCED • MEDIA • PURCHASE

Confidential Private Placement Memorandum

Up to 200 Class A Units at $100,000 Per Unit
Minimum Purchase: 1 Unit ($100,000)
$20,000,000 Maximum Offering Amount
$1,000,000 Minimum Offering Amount

CAMPAIGN ADVANCED MEDIA PURCHASE FUND, LLC (CAMP or the Company) is a newly formed Delaware limited liability company that will: (A) sell Class A Units (Units or Interests) to investors pursuant to this Private Placement Memorandum, as amended or supplemented (Memorandum); (B) early in the 2016 election cycle, negotiate contracts for the purchase of political issue advertising time or space (Placements) in select markets with local television broadcast stations or other media organizations (collectively, Placement Sellers); (C) later in the 2016 election cycle, sell the Placements to buyers of political issue advertising time or space (Buyers) at a prices that are higher than those negotiated by the Company but lower than the prices then available in the open market; and (D) following the election, dissolve and distribute capital contributions plus any returns to investors. The Company will be managed by CAMP Manager, LLC (CAMP Manager or Manager), which will retain the Class B membership interest in the Company.

Class A Interests	Price to Investors	Maximum Offering Fees[1]	Proceeds to Company[2]
Per Unit[3]	$100,000	$1,000	$99,000
Minimum Offering Amount	$1,000,000	$10,000	$990,000
Maximum Offering Amount	$20,000,000	$200,000	$19,800,000

The sale of Placements will be conducted in full compliance with federal and state laws and regulations, including those of the Federal Communications Commission and Federal and state election authorities. The Company will market the Placements to Buyers of political issue advertising time, including third party and independent expenditure committees (Super PACs), trade associations and corporations, issue proponents and opponents for and against candidates and referendums on state and local ballots, various Internal Revenue Code Section 527, 501(c)(3) and/or 501(c)(4) entities, and other political entities. Due to regulatory restrictions, the Placements will not be resold to candidates or campaign committees for candidates to elected office.

The Class A Members will receive the return of their Capital Contribution and 50% of the distributable cash.

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[1] Offers and sales of Interests will be made on a best efforts basis by the WealthForge Securities, LLC, the managing broker-dealer, which is a member of the Financial Industry Regulatory Authority, Inc. (“FINRA”). WealthForge Securities will receive 1.0% of the Gross Offering Proceeds. The total aggregate amount of commissions and expense reimbursements will not exceed 1% of the Gross Offering Proceeds. The Company and the Selling Group may, in their sole discretion, accept purchases of Interests net (or partially net) of the Selling Commissions and Expenses.

[2] Amounts shown are proceeds after deducting selling commissions.

[3] The minimum purchase is one Interest ($100,000). Payments received prior to achieving the Minimum Offering Amounts will be held in a bank escrow account.

The Offering will terminate on May 31, 2016 or until all Interests are sold, whichever is earlier (Offering Termination Date). At the discretion of the Manager, the Offering Termination Date may be extended by 60 days. The minimum offering amount for Class A Units is $1,000,000.

Upon receipt of the executed Subscription Agreement and the accompanying documents, the Company will deposit, or accept deposit of, the payment into an escrow account at Atlantic Capital Bank ("Escrow Agent"). The subscription amounts will be held in escrow until the subscription of at least 10 Class A Units is met ("Minimum to Close"). When the Escrow Agent has determined that the required contingency has occurred, then Escrow Agent shall disburse Subscription Proceeds in its possession less any placement fees to the account of the Company.

The Interests have not been registered under the Securities Act of 1933, as amended (Securities Act), or the securities laws of any state, and are being offered and sold in reliance on exemptions from the registration requirements of the Securities Act and such state laws. The Interests are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act and such state laws pursuant to registration or exemption therefrom.

The Interests are highly speculative and involve substantial investment and tax risks. See "Risk Factors" on page 24 for a complete discussion of the risks.

An investment in Interests is suitable only for persons of substantial means who satisfy certain suitability requirements and have no need for liquidity in their investment. See "Investor Suitability Standards." In making an investment decision, prospective Members must rely on their own examination of the Interests, the Company and the terms of the Offering, including the merits and risks involved.

The Securities Act and the securities laws of certain jurisdictions grant purchasers of securities sold in violation of the registration or qualification provisions of such laws the right to rescind their purchase of such securities and to receive back the consideration paid. The Company believes that the Offering described in this Memorandum is not required to be registered or qualified. Many of these laws granting the right of rescission also provide that suits for such violations must be brought within a specified time, usually three years from discovery of facts constituting such violation. Should any Member institute such an action on the theory that the Offering conducted, as described in this Memorandum, was required to be registered or qualified, the Company contends that the contents of this Memorandum constituted notice of the facts constituting such violation.

No person has been authorized to give any information or make any representations other than those contained in this Memorandum and, if given or made, such information or representations must not be relied upon.

This Memorandum does not constitute an offer or solicitation by anyone in any jurisdiction in which such an offer or solicitation is not authorized, or in which the person making such an offer is not qualified to do so, or to any person to whom it is unlawful to make an offer or solicitation.

Neither the information contained herein, nor any prior, contemporaneous or subsequent communication should be construed by the prospective investor as legal or tax advice. Each prospective investor should consult his own legal, tax and financial advisors to ascertain the merits and risks of the transactions described herein prior to subscribing for the Interests.

TREASURY DEPARTMENT CIRCULAR 230 ("CIRCULAR 230") NOTICE. To ensure compliance with Treasury Department Circular 230, you are hereby notified that (A) any discussion of federal tax issues in this Memorandum is not intended or written by us to be relied upon, and cannot be relied upon by any Member, for the purpose of avoiding penalties that may be imposed on such Member under the Internal Revenue Code; (B) such discussion is written to support the promotion or marketing of the transactions or matters addressed

herein; and (C) each prospective investor should seek advice based on such investor's particular circumstances from an independent tax advisor.

The date of this Confidential Private Placement Memorandum is April 14, 2016.

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Investor Suitability Standards

Interests are being offered and sold in reliance upon the exemption from federal registration provided for under section 4(a)(2) of the Securities Act of 1933 (the "Act") and Rule 506(c) of Regulation D issued by the Securities and Exchange Commission, thereunder ("Regulation D") relating to certain limited or private offerings. As such, Interests will be sold only to "accredited investors," as such term is defined in Regulation D ("Accredited Investors"). All Accredited Investors must be of substantial means with no need for liquidity with regard to this investment and must meet certain eligibility and suitability standards, some of which are set forth below. Each investor must execute a Subscription Agreement in the form attached hereto as Exhibit B. By executing the Subscription Agreement, an Investor makes certain representations and warranties, upon which the General Partner will rely in accepting subscriptions. Read the Subscription Agreement carefully.

Individual Investors will also be required to provide additional documentation upon which the General Partner can verify such Investor's status as an Accredited Investor. Non-individual investors may also be required to provide verification documentation to the extent such documentation is deemed necessary by the General Partners to comply with the Act, Regulation D, or any other state or federal securities laws applicable to this offering. Existing Limited Partners desiring to purchase additional Units in the Fund must meet the suitability standards outlined herein at the time each additional purchase of Units is made.

Accredited Investor Standards

Accredited Investors include individuals and entities who meet the requirements set forth in Rule 501(e) of Regulation D, including those set forth below.

Individuals

Each Accredited Investor that is an individual must meet one of the following tests:

(1) The investor is an individual: (i) whose individual income exceeded $200,000 in each of the two most recent calendar years, and who has a reasonable expectation of reaching the same income level in the current calendar year; or (ii) an individual whose joint income with his/her spouse exceeded $300,000 in each of the two most recent calendar years, and who has a reasonable expectation of reaching the same income level in the current year (the "Income Test").

(2) An individual whose individual net worth, or whose joint net worth with such individual's spouse, at the time of purchase exceeds $1,000,000 (exclusive of the value of the individual's primary residence) (the "Net Worth Test").

Entities, Trusts, Etc.

An entity (such as a trust, partnership or corporation) will be an Accredited Investor if it was not formed for the specific purpose of purchasing Interests and it is one of the following:

(1) Any corporation, partnership, limited liability company or other business entity in which all of the equity owners are Accredited Investors;

(2) Any trust, with total assets in excess of $5,000,000 if (i) the trust has not been formed for the specific purpose of purchasing Units, and (ii) the trust's purchase of Interests is being directed by a sophisticated person with the knowledge and experience in financial and business matters required to capably evaluate the merits and risks of an investment in Units;

(3) Any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA") with either (i) $5,000,000 in total assets (regardless of liabilities) or (ii) a bank, insurance company or registered investment advisor as its trustee;

(4) Any self-directed ERISA plan with investment decisions made solely by persons that are Accredited Investors; or

(5) An individual retirement account ("IRA") owned by an Accredited Investor.

Other Accredited Investors

Certain other entities may also be eligible to be Accredited Investors. Prospective investors with questions should communicate with the General Partner for further information.

Verification of Accredited Status

Units are being offered pursuant to Rule 506(c) of Regulation D which became effective as of September 23, 2013 ("Rule 506(c)"). Pursuant to Rule 506(c), the General Partner is required take reasonable steps to verify that all purchasers of Units meet the accredited investor standards set forth above at the time such Units are purchased. To meet this requirement, individual investors (i.e., natural persons) purchasing Units are required to deliver documentation to the General Partner at the time of subscription that is sufficient for the General Partner to verify the investor's accredited status. A nonexclusive list of the types of verification documentation that may be provided is set forth below.

Income Test

Individuals representing in the Subscription Agreement that they are accredited under the Income Test must provide documentation reflecting annual income in excess of the Income Test thresholds for each of the two years ending prior to the purchase of Units and must represent in the Subscription Agreement that the investor has a reasonable expectation of reaching the income level in excess of the Income Test thresholds during the year of purchase. Acceptable documentation reflecting annual income includes any document issued by the Internal Revenue Service ("IRS") that reports the individual investor's income for the applicable year including, but not limited to: (i) IRS Form W-2; (ii) IRS Form 1099 (iii) IRS Schedule K-1; (iv) IRS Form 1065; (v) IRS Form 1040); or (vi) any combination thereof.

Net Worth Test

Individuals representing in the Subscription Agreement that they are accredited under the Net Worth Test must provide reliable documentation evidencing both the investors assets and liabilities dated within three months of the subscription date. Acceptable verification documentation under the Net Worth Test include the following:

(1) Documentation of Assets. Acceptable documentation reflecting and investors assets include: (i) personal bank statements; (ii) brokerage statements or other statements reflecting securities held by the investor and the value thereof; (iii) certificates of deposit (i.e., CDs) held by the investor; and/or (iv) tax assessments and/or appraisal reports issued by independent third parties indicating the value of real estate assets held by the investor.

(2) Documentation of Liabilities. To verify an investor's liabilities the investor must: (i) provide or authorize the General Partner to obtain a credit report from one or more nationwide consumer credit reporting agencies; (ii) provide a written statement of any liabilities not reflected in the investors credit report that are material to a determination of the investor's net worth; and (iii) represent in the Subscription Agreement that all liabilities required for the General Partner to

determine the individual's net worth have been fully disclosed to the General Partner either in the investors credit report or in the statement of liabilities described in (ii), hereof.

Third Party Confirmation

As an alternative to the documentation procedures outlined above, any investor may verify his or her accredited status by delivering to the General Partner a written confirmation of accredited status that meets the requirements of Rule 506(c)(2)(ii)(C) (a "Third Party Confirmation") including each of the following:

(1) The Third Party Confirmation must be issued by: (i) a registered broker-dealer; (ii) an investment adviser registered with the Securities and Exchange Commission; (iii) a licensed attorney who is in good standing under the laws of the jurisdictions in which he or she is admitted to practice law; or (iv) a certified public accountant who is duly registered and in good standing under the laws of the place of his or her residence or principal office; and

(2) The Third Party Confirmation must include a representation by the issuing party that he, she or it has taken reasonable steps to verify that the investor is an accredited investor within three months of the investor's purchase of Units and has determined that the investor is an accredited investor.

Additional Standards

Units may be acquired for investment purposes only, and not with a view to, or for resale in connection with, any further distribution thereof.

How to Subscribe

If, after carefully reading this entire Memorandum and obtaining any other information available hereby, a prospective Member would like to purchase Interests, the prospective Member should go to the Company's website www.camp.fund and follow the online instructions. The minimum purchase amount is one Unit ($100,000), although the Company may lower the minimum purchase requirement for certain Investors in its sole discretion.

The Company will review the executed Subscription Agreement and determine whether the prospective Member satisfies the investment requirements summarized above, as modified by the Company from time to time, in its sole discretion. The Company will have the right, in its sole discretion, to accept or reject any Subscription Agreement and will notify each prospective Member in writing whether his Subscription Agreement has been accepted or rejected. By executing the Subscription Agreement, each prospective Member acknowledges and agrees that he will provide to the Company, upon request, any credit reports, deposit verifications, mortgage verifications and any other financial or other information the Company deems necessary, in its sole discretion, to proceed with the processing of the prospective Member's purchase of Interests.

SUMMARY OF THE OFFERING

The following summary is intended to provide selected limited information regarding the Company and the Offering and should be read together with, and is qualified in its entirety by, the detailed information appearing elsewhere in this Memorandum. **Each prospective purchaser of the Units should read this entire Memorandum.**

Description of the Company: The Company is a Delaware limited liability company that has been formed by CAMP Manager, LLC to buy and resell local broadcast political issue advertising time or other media during the 2016 election cycle. CAMP Manager, LLC will manage the Company and execute its business plan.

The Company's Business Plan The Company will negotiate contracts for the purchase of local television political issue advertising time or other media (Placements) in select markets early in the 2016 election cycle and resell the Placements to Buyers of political issue advertising time later in the 2016 election cycle when prices have risen as a result of demand. The Company will offer Placements to Buyers at prices that are higher than the prices negotiated by the Company but lower than prices then available to Buyers in the open market. The company will dissolve after the 2016 election and distribute capital contributions and any returns to investors.

Based upon the experience and research of members of CAMP Manager, prices for local television issue advertising time increase reliably through election cycles in even-numbered years, peaking shortly before the November election. Despite that issue advertising time can be purchased at substantially lower rates early in the election year, financial and strategic constraints keep many Buyers from buying early.

Based on the experience of members of CAMP Manager, local television stations execute contracts for the sale of issue advertising time early in the election cycle under terms that require cash deposits of 50% and allow for the contracts to be cancelled and the deposits returned within a few weeks prior to the airtime. The Company believes that these market dynamics create the opportunity to capitalize on the spread in prices between early and late in the election cycle with a minimum risk of incurring substantial losses from unsold time. Keys to the successful execution of the plan are: (1) the selection of media markets with the greatest potential for price appreciation; (2) the negotiation of favorable contractual terms with the television stations; (3) the effective management of the Company's media inventory; (4) the successful marketing of Placements to Buyers; and (5) the timing of sales of Placements to realize the maximum appreciation in the value of the media inventory. Return on capital will depend largely on the Company's ability to manage these tasks. While the Company cannot predict specific results, the Projections set forth in Exhibit C represent the Company's best

estimates of likely results. The projections are based upon many assumptions, and are not guaranteed by the Company, CAMP Manager or any of their affiliates or members.

Securities Offered: The securities offered by this Memorandum are Class A Units. The minimum purchase is one Unit ($100,000). The Company reserves the right, in its sole discretion, to waive the minimum purchase requirement.

The Class A Members will receive the return of their Contribution and 50% of the distributable cash.

Offering Termination Date: The Interests will be offered until May 31, 2016. At the discretion of the Manager, the Offering Termination Date may be extended by 60 days. The transaction will close only if the minimum offering amount of $1 million is reached.

Investor Suitability Standards: The Offering of the Interests is strictly limited to accredited investors who meet certain minimum suitability requirements. See "Investor Suitability Standards."

Investor Qualification: Investors must complete, execute and deliver to the Managing Broker-Dealer the Subscription Agreement, a copy of which is attached as Exhibit B. The Company may accept or reject prospective members at any time within 30 days after the Company receives the prospective investor's Subscription Agreement. If the Company does not accept a prospective investor within such 30-day period, such prospective investor will be deemed to be rejected.

Members: Purchasers of Interests offered in this Memorandum will be Class A Members of the Company. Each Member's liability should be limited to the amount of such Member's initial Capital Contribution, including, in some instances, distributions made to such Member and undistributed profits. Interests are transferable only upon the satisfaction of certain requirements, including the Manager's prior written consent, which may be withheld in the Manager's sole discretion.

The LLC Agreement: The rights and obligations of Members are governed by the Limited Liability Company Agreement (the "LLC Agreement"). The Members will not be involved in the day-to-day management of the Company. See the form of the LLC Agreement attached hereto as Exhibit A.

Estimated Use of Proceeds: Proceeds will be used to pay sale commissions to WealthForge; to provide working capital; and to purchase Placements for resale to third parties. See "Estimated Use of Proceeds."

Term of Investment: The Company will dissolve following the general election, which is on November 8, 2016, and distribute capital and any returns to investors during December 2016 and January 2017. However, there is no assurance that any distributions will be made.

Plan of Distribution:

The LLC Agreement provides for distributions to be made upon dissolution as follows:

(a) First, 100% of the distributable cash to the Class A Members in the ratio of their respective interests until the Class A Members have received the return of their Capital Contributions.

(b) Second, 50% of the remaining distributable cash to the Class A Members and 50% to Class B members.

Role of Manager

CAMP Manager will manage every aspect of the Company's operations as described in the LLC agreement.

Compensation of Manager:

CAMP Manager will retain the Class B membership interest in the Company, as described in the Memorandum and the LLC Agreement, under which CAMP Manager will receive 50% of distributable cash after the return of the Capital Contributions of the Class A Members.

CAMP Manager's affiliate, R&R Partners, as media buyer, will receive a negotiated media buyer commission of 7.5% for executing purchases of Placements on behalf of the Company. The industry standard commission is 15%[4].

The total compensation payable to CAMP Manager during the term of the Company cannot be estimated with certainty. See "Risk Factors."

Risk Factors:

There are numerous risks associated with the Offering, including the following:

- The Company is a start-up entity with all the attendant risks of a startup. It will rely on the collective experience of the managers of CAMP Manager to execute its business plan.
- There can be no assurance that television stations will sell Placements to the Company or sell them at prices that will enable the Company to achieve its objectives. Despite that stations sold Placements to a predecessor company in 2008 under the same terms and conditions described in the Memorandum, and despite that the Company's research and the experience of the managers of CAMP Manager support that stations will sell Placements at the projected prices, the Company, initially, has no commitments from stations to sell Placements. If the Company is unable to purchase Placements, or purchase them at prices necessary to execute its business plan, the Company will be dissolved and the capital returned to investors minus the cost of raising capital and operating expenses to date. Depending on when this would occur, the Class A

[4] Airtime Is Money, The Center for Public Integrity, 5/19/14. http://www.publicintegrity.org/2006/09/06/6637/airtime-money How to Calculate Advertising Agency Commission by George Boykin, Demand Media. http://yourbusiness.azcentral.com/calculate-advertising-agency-commission-24525.html

Members could lose up to 1% of their investment or more. See projections in Exhibit C.

- There can be no assurance that the Company will be able to sell a sufficient number of Placements at prices that will enable it to achieve its objectives.
- There can be no assurance that the Maximum Offering Amount will be achieved, which could affect performance.
- There are significant limitations on the ability to sell or transfer the Interests.
- The holders of Units must rely completely on the Manager to manage the Company.
- There can be no assurance that the Company will be successful in executing its business plan.
- There are various conflicts of interest among the Manager and the Company and their affiliates.
- There are certain tax risks relating to the Company being taxed as a corporation rather than as a partnership.
- See “Risk Factors.”

OVERVIEW OF BUSINESS PLAN

Introduction

The Company's business plan is to negotiate contracts for the purchase of local television political issue advertising time (Placements) in select markets early in the 2016 election cycle and to resell the Placements to Buyers of political issue advertising time later in the 2016 election cycle when prices have risen as a result of demand. The Company will offer Placements to Buyers at prices that are higher than the prices negotiated by the Company but lower than prices then available to Buyers in the open market at the time of sale. The company will dissolve after the 2016 election and distribute capital contributions and any returns to investors.

Political issue advertising differs from political candidate advertising in that it is unregulated as to the price, availability and equal access requirements that govern candidate advertising. Prices for issue advertising float freely in the market in response to supply and demand. The Company's target market is comprised of the 50 leading third party political organizations that operate primarily in the presidential and United States senatorial election spheres (see Sales & Marketing section below).

Based upon the experience and research of the founders: (1) prices for local television issue advertising time in certain markets increase reliably and significantly through election cycles in even-numbered years, peaking shortly before the November election; (2) local television stations offer issue advertising time early in the election cycle before prices have risen on a deposit basis and under terms that allow for the contracts to be cancelled and the deposit returned within a few weeks prior to the airtime; and (3) financial and strategic constraints keep most Buyers from buying early.

The Company believes that these market dynamics create the opportunity to capitalize on the spread in prices between early and late in the election cycle with minimal risk of incurring substantial losses from unsold time. Keys to the successful execution of the plan are: (1) the selection of media markets with the greatest potential for price appreciation; (2) the negotiation of favorable contractual terms with the television stations; (3) the successful marketing of Placements to Buyers; and (4) the timing of sales of Placements to realize the maximum appreciation in the value of the media inventory.

Return on capital will depend largely on the Company's ability to manage these tasks. While the Company cannot predict specific results, the Company believes that it can leverage investor capital of approximately $10 million to buy approximately $20 million in premium Placements which, according to the Company's projections, will have a market value in the range of $36 million in the fall of 2016 based on a projected average price increase of 80%. With the Company's low cost basis, it will offer Placements to Buyers at discounts averaging 20% below prevailing market rates. The Company believes that it is reasonable to project that it will sell 80% of its inventory, cancelling the remaining contracts. See Exhibit C for this and other scenarios. The Projections set forth in Exhibit C represent the Company's best estimates of likely results under various scenarios. The Projections are based upon many assumptions that may not occur, and are not guaranteed by the Company, CAMP Manager or any of their affiliates or members.

The Market for Political Issue Advertising

The cost of political campaigns in the United States has skyrocketed in recent decades, influenced in large part by the rise of third party political organizations that are free to spend unrestricted amounts on political campaigns. A recent study concluded that the rate of growth in the cost of political campaigns has outpaced even

the rate of growth in the cost of healthcare[5]. As a consequence, the last presidential election in 2012 was the most expensive election in United States history, costing an estimated $6 billion, and exceeding by $700 million the cost of the 2008 presidential election, the previous most expensive election[6].

The growth rate in campaign spending is also fueled by spending in U.S. Senatorial races and the effect is most acute in presidential election swing states that also have a contested U.S. senate race. Of the ten key contested U.S. senatorial races in 2016, eight will be in presidential swing states[7]. For example, one authoritative report projects that $800 million will be spent in Florida alone. As a result, it is projected that $11 billion will be spent on all political advertising for all media in 2016[8].

While the Internet and new media are attracting greater amounts of campaign resources, with Americans spending approximately six hours a day watching television[9], the consensus remains that local television advertising is the most effective method of reaching prospective voters. It is estimated that between $3.3 billion and $4.7 billion (approximately one-third of the $11 billion) will be spent on local television political advertising[10]. The continued reliance on, and demand for, local television advertising time is the key market driver of the Company's business model.

The Business Opportunity

The Company's business opportunity arises from four key factors:

1. **The cost of political advertising rises significantly through the election cycle.** Based upon the Company's research and past experience, prices for local television issue advertising time increase reliably through the election cycle in even-numbered years, peaking shortly before the November election. The Company, through proprietary research, has tracked price movements of issue advertising time in key markets over the last several general election cycles and analyzed data published by the Federal Communications Commission.[11] The research examined pricing for the "standard political daypart mix", a bundle of thirty-second advertising segments commonly packaged for political advertisers that includes news, news adjacencies, popular morning and afternoon

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[5] The Incredible Rise in Campaign Spending, Michael Scherer, Pratheek Rabala and Chris Wilson; Time Magazine, 10/23/14. http://time.com/3534117/the-incredible-rise-in-campaign-spending/

[6] The Most Expensive Election in History by the Numbers, John Hudson; The Atlantic; http://www.thewire.com/politics/2012/11/most-expensive-election-history-numbers/58745/

[7] The top 10 Senate races of 2016, Chris Cillizza, Washington Post; 6/15/15; https://www.washingtonpost.com/news/the-fix/wp/2015/06/05/the-top-10-senate-races-of-2016-2/.

Election model predicts Dem will win, Vicki Needham, The Hill; 8/5/15; http://thehill.com/blogs/ballot-box/presidential-races/250367-election-model-predicts-nail-biter-in-2016

[8] Political Ad Spending to Hit $11.4B in 2016, Joh Lafayette, Broadcasting & Cable; 8/18/15; http://www.broadcastingcable.com/news/currency/political-ad-spending-hit-114b-2016/143445

[9] United States Department of Labor, Bureau of Labor Statistics, 2014 Annual Time Use Survey Summary, 6/24/15. http://www.bls.gov/news.release/atus.nr0.htm

[10] On Points: Our 2016 TV Ad Spending Projection, Elizabeth Wilner, 7/20/15; http://cookpolitical.com/story/8685

[11] On Aug. 2, 2012, the Federal Communications Commission began to require some broadcasters to post their political files (pursuant to FCC rule 73.1943) online (stations.fcc.gov). All other stations were required to do the same starting July 1, 2014.

programming and a small amount of prime time. The Company's research confirmed that the price for the same late-cycle thirty-second segment (between October 15 and November 1) rises substantially from earlier in the cycle (e.g. May 1st) to the days just prior to air time. Depending on the market, price increases averaged between 80% and 250% from early to late cycle.

2. **Stations offer a portion of their fall Placements early in the year.** From the perspective of local television stations, the bi-annual demand for issue advertising is a bright spot in an otherwise challenging environment where competition from cable television, the Internet and related new media have put downward pressure on commercial advertising prices. Local television sales departments are organized into commercial sales and political sales groups. On the commercial side, stations have historically sold blocks of time to advertising agencies that resold the time to commercial clients at marked-up prices. Based on the research and experience of members of CAMP Manager and its affiliate R&R Partners, parallel practices did not develop on the political side in part because of the chaotic and episodic nature of political campaigns.

   Political sales personnel at television stations sell time in both the highly regulated area of candidate advertising and in the largely unregulated area of issue advertising. Despite that stations know that prices will rise through the election cycle, they have been willing to book some business early in the cycle for reasons that include: (1) smoothing revenue from quarter to quarter; (2) improving cash flows; (3) providing income for commissioned political sales personnel; and (4) jumpstarting the election cycle by beginning to constrict inventory. Similarly, stations have agreed to terms allowing for late cancellation and return of deposits because they can resell the returned time at prevailing prices after having had the use of the deposits for the better part of the year.

3. **Financial and strategic constraints prevent many Buyers from buying early.** Although Buyers understand the advantages of buying early, strategic and financial constraints often prevent them from doing so. In the experience of the Company's founders, who have placed hundreds of millions of dollars in political advertising during their careers and have experienced these constraints firsthand, they include: (1) inadequate funds on hand; (2) the loss of the use of available funds that are needed elsewhere; (3) the optics of depleting funds early in the cycle, which can negatively affect fundraising; (4) the disclosure of media strategy to adversaries early in the cycle; and (5) the challenges of managing an inventory of purchased time to ensure timely cancellation of unused time when strategy changes.

   In addition, structural issues involving the political calendar impair early buying. The national party conventions are not held until the latter part of July, and numerous state primaries occur even later. As a result, questions of final strategy, geographic priorities and media requirements continue well into the summer months, deferring consideration of the media buy until after prices have risen.

4. **Prevailing terms and conditions enable investor capital to be leveraged and risk to be managed.** With more than 1,100 local television stations in the United States, a set of commonly accepted terms and conditions for purchasing Placements has emerged. While practices vary slightly among stations and types of advertisers, they generally provide for the up-front reservation of time upon the payment of a deposit, and allow for the placement to be cancelled and the deposit returned within a specified period prior to the runtime. To confirm these practices, the Company reviewed contracts from more than twenty stations, all of which contained no-penalty, two-week cancellation provisions. Based on its research and the experience of its founders, the Company projects that the majority of its purchases will be made with cash deposits of 50% and will contain provisions that allow for the Placements to be cancelled and the deposit returned within a few weeks prior to the runtime. The 50%

deposit term will enable the Company to leverage $20 million to acquire $40 million of Placements. The cancellation provision will protect investor capital from losses arising from unsold inventory.

Value Proposition

The success of a disruptive business model lies in offering the market a compelling value proposition. The Company's model offers significant benefits to both the television stations and to the third party political organizations that buy issue advertising time:

For Local Broadcast Stations:

- **Revenue Smoothing/Cash Flow.** Selling a portion of advertising time early in the cycle smooths revenue and provides stations with needed cash flow during the historically low performing first and second quarters[12]. It also provides income to commission-based political advertising personnel.
- **Jumpstarts the Pricing Cycle by Constricting Supply.** Selling some advertising time early jumpstarts the election cycle of upward spiraling prices by beginning to constrict supply.
- **Validates Their Medium.** In an era when broadcast television advertising is threatened by Internet alternatives, early sales of broadcast time will bolster the arguments that their medium remains the preferred choice of political advertisers.
- **Opportunity to Increase Market Share.** For lower ranked stations in a given market, the sale of Placements to the Company provides an opportunity to gain market share in political advertising.
- **Hedge Against Shifting Political Dynamics.** While certain states are projected to capture a disproportionate share of advertising because of political dynamics, those dynamics will shift during the course of an election. The sale of Placements to the Company will allow stations to hedge against changes in strategy by traditional Buyers.
- **Outsourced Marketing Resource.** Some stations will view the Company as an outsourced sales resource to enhance their sales of political advertising time.

For Buyers:

- **Lower Media Costs.** The Company will sell Placements at an average 20% discount below prevailing market rates.
- **Increased Buying Power.** Buyers can apply the discount to purchasing additional time from the Company, thereby entering a virtuous circle with the company.
- **Broader Spending Options.** Buyers can allocate the savings to other advertising categories such as digital or direct mail advertising.

[12] Television Advertising, Small Business Encyclopedia, Entrepreneur; http://www.entrepreneur.com/encyclopedia/television-advertising

- **Flexibility.** Buyers can defer purchases until later in the cycle when their strategy has crystallized and their funding is in place and still avail themselves of discounted pricing and premium time slots.
- **Managed Optics.** Large balances of funds-on-hand enhance the perception of an organization's strength and influence. By delaying media purchases, Buyers can report larger balances of funds-on-hand to optimize their perceived political standing.
- **Buying Efficiency.** Buyers have an efficient single source for negotiating their local media buy, sparing the need to negotiate with individual stations in multiple media markets.
- **Competitive Edge.** Buyers have access to premium Placements that may not be otherwise available in the open market.
- **Delayed Disclosure.** A key concern of political organizations is delaying or shielding campaign strategy from disclosure to opponents. The Company's contracts with stations, although reportable as sale to the Company, are not reportable as sales to the buyer until the Company resells the placement and transfers it in the business records of the stations. Buyers can reserve Placements with CAMP early in the election cycle and not have the placement disclosed until the actual transaction takes place later in the cycle.

Acquiring & Managing the Media Inventory

The Company will negotiate contracts in select media markets for the "standard political daypart", which is a bundle of thirty-second advertising segments commonly packaged for political advertisers that includes news, news adjacencies, popular morning and afternoon programming and a small amount of prime time. The Company will select media markets based on its assessment of markets that have the greatest potential for large price spreads from early to late cycle. Top priorities will be markets in swing states for the presidential election and markets in states with targeted Senate seats. Based upon preliminary analysis, the Company has identified markets in Ohio, Colorado, Florida, Nevada, Virginia, Iowa, New Hampshire, Wisconsin, North Carolina and Pennsylvania.

Media contracts with the stations must be negotiated individually, which is a time-consuming process requiring industry expertise and superior negotiating skills. CAMP Manager's strategic partner and affiliate, R&R Partners, an advertising firm that presently purchases $450 million annually in advertising time, will negotiate the contracts, manage the media inventory, facilitate the transfer of time to Buyers prior to the airtime, and track cancellation dates to ensure that contracts for unsold time are timely cancelled. R&R will be compensated on a retainer and commission basis at customary market rates.

The Company expects R&R to hold and manage all media purchase contracts while the Company's marketing and sales operations aggressively market the inventory. When sales are finalized, R&R will contact stations, bill customers and execute the transfer of time only after funds have been received from the client. The Company will be the sole authorizer of media transfers based on orders to R&R.

R&R will also manage, with Company oversight, the execution of cancellation orders to the stations. The Company will have final say over which, if any, media contracts are cancelled and when. R&R will execute the cancellation upon receiving notice from the Company and begin the process of recovering deposits. The dynamic of being able to cancel contracts within a specified time frame and return the inventory is standard practice at stations. Stations agree to terms allowing for late cancellation and return of deposits because of the competitive

pressure of other stations using similar practices, and because of the strong likelihood that they can resell the returned time at prevailing prices after having had the use of the deposits for the better part of the year.

Marketing and Sales

The Company will target third-party, non-candidate political organizations that are the principal Buyers of political goods and services. These organizations have continued to evolve as the campaign finance regulatory environment has changed. The organizations are generally tailored to a specific election or a specific set of issues, ideologies or interests, and although unlimited in amounts they can raise, must comply with federal, state and/or local registration and reporting requirements.

- **Super PACs.** Borne out of the 2010 Citizen's United decision, Super PACs, also known as independent expenditure committees, generally form to advance a particular candidate. They can accept unlimited contributions from individuals and corporations. Super PACs make independent expenditures on a candidate's behalf and are prohibited from coordinating with the candidate's campaign.
- **Political Action Committees.** PACs are the pre-cursors to Super PACs and traditionally have been used by corporations, associations, and labor unions to raise funds from employees and members.
- **Hill Committees.** Hill committees are formed by the major party committees to elect members to Congress. These committees, four in total, one for each major party and each chamber of Congress, raise individual funds for the purpose of supporting or opposing U.S. Senatorial and Congressional candidates.
- **527 Organizations.** Named for the section of the Internal Revenue Code that permits them, 527 organizations preceded Super PACs as a means of indirectly communicating about candidates using corporate funds. 527s can accept unlimited corporate contributions but cannot expressly advocate for candidates.
- **501(c) Organizations.** Also named for the relevant sections of the Internal Revenue Code, 501(c) organizations include charitable organizations (501(c)3's), social welfare organizations (501(c)4's), labor unions (501(c)5's), and business associations (501(c)6's). Charitable organizations may support issue campaigns only, not candidate campaigns. The others have no such restrictions. 501(c) groups represent a growing sector of political spending. Social welfare organizations (501(c)4's) are not required to disclose donors.
- **National Party Committees.** While prohibited from direct involvement in candidate elections, major national parties also purchase issue advertising time for purposes of shaping the national debate or branding their party's agenda.
- **Issue Advocacy Groups.** Issue advocacy groups can be structured in a number of ways under IRS rules, but tend to focus on specific policy proposals.
- **Ballot Measure Committees.** Twenty-six states allow for some form of citizen initiated ballot measure. The Company will monitor and research 2016 ballot measures to identify those that are likely to make large expenditures on political advertising.

The sales and marketing effort will prioritize groups that are active in the presidential and United States Senate races and, secondarily, in United States House of Representative races and local ballot measure campaigns. Sales and marketing will be conducted through the following:

- **Direct Sales:** Through the established relationships of the Manager and hired sales staff, the Company will conduct ongoing direct sales activities with the key decision-makers of targeted prospects. The direct sales activity will focus on the executive leadership of target customers, the political strategic decision making apparatus and outside/third party media companies that normally advise political organizations. The direct sales efforts will be conducted through personal meetings using consultative selling techniques to identify customer objectives and tailor placement packages designed to achieve those objectives.

- **Web Presence:** The Company will establish a customer-oriented and highly visible web presence to support its sales and marketing efforts. The website and related Internet marketing component will emphasize the Company's value proposition as describe above.

- **Social Media & Digital Marketing**: Given that the universe of prospective Buyers is relatively small and close-knit, the Company will deploy a digital marketing campaign to create interest and cache among the community of media strategists, Buyers and political executives. The market functions very much on a "follow the herd" mentality. Social will be used to promote the idea that the Company's offering is among the new and 'must have' innovations of this political cycle.

- **Public Relations:** The Company will pursue media coverage of its offering through standard public relations strategies. This effort will help build awareness and interest among the community of executive managers, consultants, media strategists and Buyers who form the core of decision makers for CAMP Placement purchases.

- **Political Events:** The Company's managers will attend key political events such as the conventions to promote relationships among the core prospective Buyers of its Placements. These events, including those sponsored by political parties, political campaign professional organizations, and various third-party groups create critical opportunities for the Company to generate interest and awareness of its offering.

- **Testimonials:** The Company will obtain and selectively use testimonials from respected consultants and strategists to drive interest and acceptance of its offerings.

- **Advisory Board.** The Company has had preliminary discussions with individuals who are prominent in the areas of electoral politics and media strategies about serving on an advisory board or otherwise assisting the Company in facilitating sales. Interest is strong and the concept is under active consideration but plans have not yet been finalized.

Competition/Barriers to Entry

Based on its research and the experience of its founders, the Company is not aware of another firm in the business of buying and reselling local broadcast television issue advertising time. While there are media buying services that buy and resell advertising time, those firms generally engage in remnant reselling, which involves purchasing unused, low demand time and reselling it in bulk to commercial clients. Large commercial advertising agencies have also been known to purchase blocks of time in anticipation of reselling to their commercial clients, but the Company is unaware of similar activities on the political side. Because many companies are discreet about their business activities, the possibility remains that others may be engaged in the Company's business without the Company's knowledge. In view of the size of the market and the small fraction of the capacity that the Company intends to acquire and resell, the presence of competition would not necessarily impede the Company in the execution of its business plan. In addition, despite the simplicity of the Company's model, others attempting to replicate it would be challenged by significant barriers to entry. These include the expertise required in raising

capital, in identifying the most promising markets, in selecting the Placements for purchase, in negotiating favorable terms with the stations, in managing the portfolio Placements, and in marketing the Placements to Buyers.

MANAGEMENT TEAM

The Company will be managed solely by CAMP Manager, LLC, whose members combine decades of experience working individually, and in some cases together, in the fields of political consulting, broadcast media, strategic communications, crisis management, risk consulting, compliance and legal services. Each of the founders has served in at least one senior government position and each has established and built his own successful business. Common to each of their successes was the ability to develop and execute a strategic plan, to navigate a highly competitive marketplace, and to adapt to changing market conditions. Each manager has a minimum of fifteen years' experience in a field where the skills required to succeed parallel those necessary to execute the Company's business plan. The team has worked closely together to identify the business opportunity, to develop the business plan, and to create the infrastructure to capitalize on the opportunity.

Dominic DelPapa

Dominic DelPapa, the originator of the CAMP concept, is president, founder and sole shareholder of iQu Strategies, a Denver, Colorado based public engagement, communications and campaign strategy firm. (www.iqustrategies.com). DelPapa was formerly a partner in IKON Public Affairs under which the initial execution of the CAMP model was launched. DelPapa has managed or been senior consultant to over 250 political campaigns in his 30+ year career, including more than 50 in Colorado. As a partner at IKON and owner of iQu, DelPapa has overseen dozens of media buying projects totaling nearly $50 million in gross volume placed. Examples of DelPapa generating singular results include managing the campaign of Ronald D. Castille for District Attorney of Philadelphia (1985), the last Republican elected to a citywide office in Philadelphia; leading the first successful statewide defeat of anti-affirmative action ballot measures in the nation (2008), heading up communications strategy for among the first civil unions ballot measure campaigns in the nation (2006) and leading the effort to elect the first Democratic state senate majority in Colorado in 40 years (2000). Most recently, DelPapa has been successfully leading a series of campaigns on behalf of the oil and gas industry to protect responsible energy operations in Colorado and advance public engagement on the fracking issues. He graduated from Allegheny College (Meadville, PA) in 1980 with a B.A. in Political Science/Economics.

Sean Tonner

Sean Tonner leads R&R Partners' (www.rrpartners.com) seventh and newest office, in Denver, Colorado. Before joining R&R, he was the founder and president of Phase Line Strategies, a full-service, multi-disciplined, Denver-based global consulting firm. Before founding Phase Line, Sean served as the deputy chief of staff to Colorado Governor Bill Owens. He was responsible for the day-to-day operations of the office as well as managing intergovernmental affairs and external relations with various constituencies, including political, minority and business organizations. In addition to his political experience, Sean has developed and executed successful strategic plans for some of the country's and region's largest companies, including Western Union, Denver's HealthOne, Wal-Mart and Houston-based Noble Energy. He also has been successful in raising and deploying investment capital for small and medium-sized companies. Over the course of his career, Sean has worked on numerous political campaigns in the U.S. and abroad, including the campaigns of President George W. Bush, Colorado Governor Owens, former Colorado Senator Ben Nighthorse Campbell and Colorado Congressman Mike Coffman. Tonner has extensive experience with Super Pac's and in international business and political affairs, being part of several successful campaigns in Hungary, Mexico, France, Ghana, and Germany. He also is a member of the Colorado Young Presidents Organization. He served in the U.S. Army and attended Reconnaissance,

Airborne, Ranger, Desert and Jungle warfare training. In addition, Sean served as a scout for the 24th Infantry Division in Operation Desert Storm, where he earned the Army Commendation Medal for Valor.

William G. Chadwick, Jr.

Mr. Chadwick is an attorney and consultant based in Washington, DC. He is president of Chadwick Associates, Inc., a risk consulting firm that provides a broad array of legal and consulting services to public and private organizations in the areas of corporate governance, ethics, integrity, compliance and crisis management. Much of the firm's work in the private sector has involved internal investigations of misconduct on behalf of multi-national clients, interacting with regulators and prosecutors, developing ethics, integrity and compliance programs to mitigate risk, and devising public relations and media strategies to mitigate reputational risk.

The firm has handled a number of visible projects in the public sector. Chadwick represented the Democratic Caucus of the Pennsylvania House of Representatives in responding to, and cooperating with, a corruption investigation by the Pennsylvania Attorney General. The firm assisted the First Judicial District of Pennsylvania (the Philadelphia court system) in responding to a scandal involving the construction of a new family courthouse that had caused the governor to cancel the project. Chadwick conducted an investigation that led to the recovery of millions of dollars in damages, and developed and executed a strategy that resulted in the $200 million courthouse being built and opened in 2014. Chadwick also led a multi-year project to reform the criminal courts of Philadelphia and conducted an investigation of corruption at the Philadelphia Traffic Court that led to the court's abolition. The firm also performed an analysis of security measures at Independence National Park, and conducted an investigation of the collapse of the staging at the opening of the National Constitution Center in Philadelphia. Most of these projects were accompanied by the release of a public report.

Prior to establishing the firm in 1999, Mr. Chadwick served in a number of positions in Pennsylvania government including First Assistant and Acting District Attorney of Philadelphia, where he was a prosecutor for sixteen years and tried 153 jury trials to verdict; Inspector General of Pennsylvania under Governor Robert P. Casey, where he supervised a staff of 500 conducting investigations of fraud waste and abuse in state government; and Executive Deputy General Counsel to Pennsylvania Governor Tom Ridge, where he was the second of 600 lawyers who advised the governor and represented 32 state agencies.

Mr. Chadwick is a graduate of Cornell University and the University of Denver College of Law. He is admitted to practice in the courts of Pennsylvania and the District of Columbia, the United States Supreme Court, the United States Court of Appeals for the Third Circuit and the United States District Courts for the Eastern and Middle Districts of Pennsylvania.

Fiduciary Duties of the Manager

The Manager is responsible for the control and management of the Company and must exercise good faith and integrity in handling the Company's affairs. The Manager has a fiduciary responsibility for the safekeeping and use of all funds and assets of the Company, whether or not in its immediate possession and control, and may not use or permit another to use such funds or assets in any manner except for the exclusive benefit of the Company.

The funds of the Company will not be commingled with the funds of any other person or entity.

The Manager may employ persons or firms to carry out all or any portion of the business of the Company. In addition, the Manager has the authority, in its sole discretion, to employ contractors, attorneys, accountants or other persons or entities to assist it in the management and operation of the Company. Some or all of such persons or entities employed may be affiliates of the Manager. It is not clear under current law the extent, if any, that such parties will have a fiduciary duty to the Company or the Members. Prospective Members who have questions concerning the fiduciary duties of the Manager should consult with their own legal counsel.

The LLC Agreement of the Company provides that the Manager and its Affiliates will not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, except to the extent that the loss or damage has been found by a court of competent jurisdiction to be the result of fraud or willful misconduct by the Manager or its Affiliate.

The LLC Agreement provides that the Company will indemnify the Manager and its Affiliates for any loss in connection with the activities of the Manager and its Affiliates in connection with the establishment, management or operations of the Company and make advances for expenses to the maximum extent permitted by law, except to the extent that the loss or damage has been found by a court of competent jurisdiction to be the result of fraud or willful misconduct by the Manager or its Affiliate.

The LLC Agreement provides that the Company will pay expenses, including legal fees and expenses, incurred by an Indemnified Person in defending any claim, demand, action, suit or proceeding as such expenses accrue and are payable to third parties, in advance of the final disposition of such claim, demand, action, suit, or proceeding upon receipt of an undertaking (which need not be secured) by or on behalf of the Indemnified Person to repay such amount if a court of competent jurisdiction ultimately and finally determines, where such determination is not subject to appeal, that the Indemnified Person is not entitled to be indemnified by the Company as authorized hereunder.

RISK FACTORS

Prospective Members should be aware that an investment in Interests is speculative and involves substantial risk. Prospective Members should carefully read this Memorandum prior to making an investment and should be able to bear the complete loss of their investment.

Each prospective Member should consider carefully, among other risks, the following risks and should consult with his own legal, tax and financial advisors with respect thereto before purchasing Interests.

Risks Relating to Ownership of Interests

An investment in the Interests is not suitable for every investor.

The Interests are not suitable for, and will not knowingly be sold to, anyone who does not meet the suitability standards imposed by the Company. Each prospective investor will be required to represent that he meets such standards, including meeting the SEC requirements for accredited investors. An investment in the Interests requires a careful and informed study with respect to your individual tax and financial position and, accordingly, you should consult your own tax and financial advisors, attorneys and accountants prior to making a decision to acquire the Interests.

At present, the Company does not have commitments from television stations to sell Placements and all of the potential risks of an investment in the Interests cannot be determined at this time.

At present the Company does not have commitments from television stations to sell Placements and, as a result, prospective investors cannot assess all of the potential risks of an investment in Interests. Prospective investors will not have advance information as to the markets, times, prices or Buyers of the Placements. Prospective investors must rely upon the Manager's judgment and ability to select Placements and find Buyers for the Placements. There can be no assurance that the Manager will be able to perform such functions in a manner that will achieve the Company's investment objectives. As a result, prospective investors cannot evaluate the risks of, or potential returns from, the Company's portfolio at the time that a member invests.

There is no public trading market for the Interests and there are restrictions on transferability.

The Interests are not and will not be registered under the Securities Act. It is not anticipated that a public market will develop for the Interests, the Interests will not be listed on any national securities exchange at any time, and the Company will take steps to assure that no public trading market develops for its Interests. In addition, the LLC Agreement imposes significant restrictions on the right to transfer Interests. For a description of these restrictions, please see Section 10, Transferability, of the Company's LLC Operating Agreement (Exhibit A). These restrictions were established to comply with federal and state securities laws regarding unregistered securities, as well as to ensure that the Company will not be considered to be a publicly traded partnership that is taxed as a corporation for federal income tax purposes. The ability to sell or otherwise transfer Interests is extremely limited and will depend on the ability to identify a buyer. Thus, a Member will probably not be able to sell or otherwise liquidate its Interests in the event of an emergency and, even if a Member were able to arrange a sale, the price received in any such sale would likely be at a substantial discount to the price paid for the Interests. An investor should invest in Interests only if such investor is prepared to hold the Interests for the duration of the Company and must view an investment in Interests as an illiquid investment.

No federal or state securities commissions or other regulatory authorities will review this Memorandum prior to your investment.

Since the offering of Interests is nonpublic and not registered under federal or state securities laws, you will not have the benefit of a review of this Memorandum 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 all the guidelines and regulations established for securities offerings that are required to be registered and qualified with those authorities.

An investor's subscription is irrevocable and he should be prepared to hold the Interests for the duration of the Company.

An investor's subscription for the Interests is binding and enforceable against him, if accepted by the Company. Thus, a prospective investor should be prepared to own its Interests until the Company is dissolved and liquidated, which could be as long as eighteen months following the Offering.

There is no assurance that the Maximum Offering Amount will be achieved.

The Gross Offering Proceeds will be released to the Company when the Minimum Offering Amounts have been achieved. There can be no assurance that the Maximum Offering Amounts will be achieved. If the Maximum Offering Amounts are not achieved, the costs of the Offering as a percentage of the Gross Offering Proceeds will be higher than if the Maximum Offering Amounts were achieved. In addition, if the Company only achieves the Minimum Offering Amounts, it will only be able to purchase limited Placements which may adversely affect its ability to execute its business plan. See "Estimated Use of Proceeds."

The Company's legal counsel does not represent any prospective investor or Member, and therefore, a prospective investor or a Member must rely on his own legal, tax and financial advisors about an investment in the Interests.

Each prospective investor must acknowledge and agree in the Subscription Agreement that the Company's legal counsel does not represent and will not be deemed, under the applicable codes of professional responsibility, to have represented or to be representing any prospective investor or to have provided him any advice. Prospective investors should consult with their own legal, tax and financial advisors about an investment in the Interests.

Promises, projections or opinions may not be reliable.

No person has been authorized to make any oral promises, projections or opinions concerning future events or the Interests, except as expressly set forth in this Memorandum and any other document expressly authorized by the Company to be utilized in connection with the placement of Interests. Oral statements which differ from that written information have not been authorized and should not be relied upon under any circumstances. Opinions of possible future events, including forward-looking statements, are based on various subjective determinations and assumptions including, but not limited to, a series of market related conditions, media rates and availability as well as changing election, candidate and political issue dynamics. All projections by their very nature are inherently speculative and subject to uncertainty. A prospective investor should understand that the Projections may not be achieved or that the underlying assumptions may prove inaccurate. See "Risks Related to Forward-Looking Statements."

Risks Relating to the Organization and Structure of the Company

The Company may have conflicts of interest with the Members.

There will be occasions when the Company and/or the Manager will be faced with conflicts of interest. These conflicts may arise due to the Company's or the Manager's provision of services to Members or on the Members' behalf, the Company's or the Manager's participation in activities on behalf of other individuals and partnerships that may be sponsored by the Manager or its affiliates or for the Manager's own account or the account of an affiliate of the Manager, the indemnification by Members of the Manager or its affiliates or other factors. There can be no assurance that any transaction with the Manager or any of the Manager's affiliates will be on terms as favorable as could have been negotiated with unaffiliated third parties. The Company has not negotiated the terms of its agreements with its Members on an arm's length basis.

The Company has no prior operating history.

The Company is a newly-formed limited liability company managed by CAMP Manager, LLC. The Company has only nominal assets, no prior operating history and limited predecessor institutional operating experience and is currently dependent on CAMP Manager for, among other things, financial resources. CAMP Manager and its principals have significant relevant political, public policy and campaign election experience and one prior program that had similar investment objectives. See "Risks Relating to Business Plan." If for any reason financial resources are not available from CAMP Manager, its affiliates or other third parties, the Company may be unable to implement its business plan which could materially adversely affect or delay any return on your investment.

Under the terms of the Subscription Agreement, you are required to indemnify the Company against certain losses.

By signing the Subscription Agreement, each prospective investor agrees to indemnify and defend, and to hold harmless, the Company and its officers, managers, members, employees, affiliates, legal counsel, agents and advisors from and against certain losses incurred in connection with any breach by the prospective investor of the terms of the Subscription Agreement, including any related losses incurred in defending against any alleged violation of federal or state securities laws.

Members will have limited voting rights and will be required to rely on the Manager to oversee the purchase of the placements by R&R, to sell the placements to buyers, and make all operational decisions necessary to achieve the Company's investment objectives.

CAMP Manager, as the Manager of the Company, will oversee the purchase of the placements by R&R Partners and will sell the Placements on behalf of the Company. Therefore, Members will rely substantially on the skill and performance of CAMP Manager to achieve the Company's investment objectives. If CAMP Manager does not perform according to industry standards or otherwise meet the Company's expectations, any potential returns may be materially and adversely affected.

Members are not permitted to take part in managing, establishing or changing the investment objectives or policies of the Company. Accordingly, prospective members should not invest unless they are willing to entrust all aspects of the management of the Company to the Manager.

The decisions of the Manager will be subject to conflicts of interest.

The decisions of the Manager will be subject to various conflicts of interest arising out of its relationship to the Company and its affiliates. The Manager could be confronted with decisions where it will, directly or indirectly,

have an economic incentive to place its or its affiliates' respective interests above those of the Company. These conflicts may include:

- The LLC Agreement does not prohibit the Manager or any of its affiliates from competing with the Company or engaging in other types of business;
- The Manager could have opportunities to earn fees for referring a prospective Placement opportunity to others;
- The lack of separate legal representation for the Company and the Manager and lack of arm's-length negotiations regarding compensation payable to the Manager; and
- CAMP Manager is the "tax matters partner" of the Company and is able to negotiate with the IRS to settle tax disputes that would bind the Company and its members that might not be in the best interest of a member given such member's individual tax situation.

The Manager's officers and employees manage other businesses and will not devote their time exclusively to managing the Company and its business.

The Company will not employ its own full-time officers, managers or employees. Instead, CAMP Manager will supervise and control the business affairs of the Company. The Manager's officers and employees will also be spending time supervising the affairs of other businesses they manage. Therefore, such officers and employees will devote the amount of time that they think is necessary to conduct the business of the Company, which may not be the same amount of time that would be devoted to the Company if the Company had separate officers and employees.

The ability of a Member to institute a cause of action against the Manager and its affiliates is limited by the LLC Agreement.

The LLC Agreement provides that neither the Manager nor any of its affiliates will have any liability to the Company for any loss it suffers arising out of any action or inaction of the Manager or its affiliates if the Manager or its affiliate determined, in good faith, that the course of conduct was in the best interests of the Company and did not constitute gross negligence or willful misconduct. As a result of these provisions in the LLC Agreement, the right of a Member to institute a cause of action against the Manager may be more limited than it would be without these provisions.

Changes in the laws or regulations that affect the terms and conditions set forth in this Memorandum and/or the LLC Agreement could negatively affect the rights and obligations of the Company and/or the Members.

The Manager may, without the consent of the Members, amend the LLC Agreement to effect any change necessitated by a change in law or regulation that causes the terms and conditions set forth in this Memorandum and/or the LLC Agreement to be, in the sole discretion of the Manager, no longer viable. The changes must be drawn as narrowly as possible so as to effectuate the original intent of this Memorandum and the LLC Agreement.

Nevertheless, these changes could negatively impact the rights and obligations of the Company and/or the Members.

Members are not expected to have any protection under the Investment Company Act.

The Company will not register and does not expect in the future to be required to register as an investment company under the Investment Company Act of 1940 (as amended, the "40 Act") in reliance upon a statutory exemption for privately offered securities by entities that would otherwise be deemed to be "investment companies." Among other things, the 40 Act generally requires investment companies to have a minimum of forty percent (40%) independent directors and regulates the relationship between the investment adviser (i.e., the

Manager) and the investment company (i.e., the Company), in particular with regard to affiliated transactions. Such protections, and others afforded by the 40 Act, are not expected to be applicable to the Company. Should the 40 Act become applicable to the Company, these protections may not be implemented in a manner that does not alter other rights and obligations of the Company and/or the Members with respect to other matters. See "Risk Factors – Risks Related to the Organization and Structure of the Company – Changes in the laws or regulations that affect the terms and conditions set forth in this Memorandum and/or the LLC Agreement could negatively impact the rights and obligations of the Company and/or the Members."

Members are not expected to have any protection under the Investment Adviser's Act.

The Manager will not register and does not expect in the future to be required to register as an investment adviser under the Investment Adviser's Act of 1940 (as amended, the "Adviser's Act") in reliance upon an exemption therefrom. The Adviser's Act contains many provisions designed to protect clients of investment advisers, including, among other things, restrictions on the charging by registered investment advisors of performance-based compensation. Such protections, and others afforded by the Adviser's Act, are not expected to be applicable to the Manager and the Company. Should the Adviser's Act become applicable to the Manager and the Company, these protections may not be implemented in a manner that does not alter other rights and obligations of the Company and/or the Members with respect to other matters. See "Risk Factors – Risks Related to the Organization and Structure of the Company – Changes in the laws or regulations that affect the terms and conditions set forth in this Memorandum and/or the LLC Agreement could negatively impact the rights and obligations of the Company and/or the Members."

Risks Relating to the Business Plan

There can be no assurance that the Company will be able to purchase Placements from Placement Sellers in the Placement Markets during the period March 2016 through August 31, 2016 at a Placement Price sufficiently discounted from the End-Use Price so as to enable the Company to achieve its objectives.

There can be no assurance that the Company will be able to purchase Placements early in the third quarter or be able to purchase Placements at prices that are sufficiently discounted to provide sufficient return on the sale of the Placements to buyer. If the Company cannot purchase Placements or cannot purchase them at a sufficient discount, it could adversely affect the Company's profitability and its ability to meet its investment objectives.

There can be no assurance that the Company will be able to sell Placements to Buyers during the period July 1, 2016 through October 29, 2016, at prices that are sufficiently high to enable the Company to achieve its objectives.

Once the Company purchases Placements, it might not be able to find Buyers for its Placements or might not be able to find Buyers willing to pay prices high enough to allow the Company to execute its business plan successfully. If the Company cannot find Buyers or Buyers willing to pay the necessary prices, it will be required to cancel its contracts with the television stations and pursue the return of its deposits. If the stations fail to honor the cancellation orders and return the Company's deposits, the Company could be forced to incur the costs and delays of pursuing a collection action, all of which would adversely affect the Company's profitability and ability to meet its investment objectives.

This happened during the 2008 election cycle when IKON Public Affairs, a Washington DC public affairs and political consulting firm of which Dominic DelPapa was a part owner, formed a company with similar objectives, Campaign Media Buying Services, LLC. CMBS raised $10,276,500 in private equity and purchased Placements at favorable prices, under favorable terms, in thirteen media markets, but was forced to cancel the majority of its contracts and secure the return of its deposits when the Placements could not be sold. Although several factors

contributed to the inability to sell the Placements, primary was the extraordinary 2008 world economic crisis that led to a severe downturn in commercial advertising in some of the markets in which CMBS had invested. With a surplus of supply in these markets, the anticipated spreads between early and late prices did not develop. Other contributing factors were CMBS's late start that year (the transaction closed in late July), the unfamiliarity of Buyers with the new offering, and an anemic sales effort by CMBS. Investors in CMBS were returned their capital less a pro rata portion for operating expenses and the cost of raising capital for a net loss of 11%.

Learning from the lessons of 2008, the Company has begun its capital raising early, and developed an aggressive sales and marketing campaign based on a clearly articulated value proposition for Buyers.

Notwithstanding the above, the risk remains that the Company might not be able to find Buyers for its Placements and that its contracts will have to be cancelled.

There can be no assurance that R&R will fulfill its obligations under its contract with the Company.

In the event that R&R fails to perform its obligations under its contract with the Company, the Company will be forced to engage another media placement firm to execute the purchase of placements. This could lead to delay in purchasing media placements, which could adversely affect performance.

Tax Risks

There are substantial risks associated with the federal income tax aspects of an investment in the Company. The Internal Revenue Service (the "IRS") has continued to examine numerous tax issues that could affect the Company. Moreover, the federal income tax consequences of an investment in the Company are complex and tax legislation could be enacted in the future to the detriment of the Members. The following summarize the material tax risks to the Members who own Interests. A discussion of the tax consequences of an investment in the Interests is set forth in "Federal Income Tax Consequences." Because the tax aspects of the Offering are complex and may differ depending on individual tax circumstances, each Member should consult and rely on his own independent tax advisor concerning the tax consequences of this Offering and his individual situation. **No representation or warranty of any kind whatsoever is made with respect to the acceptance by the IRS of the treatment of any item by the Company or any Member.**

The discussion set forth herein is not advice intended to be relied upon and used, and cannot be used by any taxpayer, for the purpose of avoiding any penalties imposed on the taxpayer. This section was written to support the promotion or marketing of the transactions contemplated by and described in this Memorandum. Each prospective purchaser should seek advice based on his particular circumstances from an independent tax advisor concerning the income and other tax consequences of participation in this investment.

If the IRS classifies the Company as a corporation rather than a partnership, distributions would be reduced under current tax law.

The Company expects that it will be taxed as a partnership and not as a corporation, but the IRS has not ruled on any federal income tax issue relating to the Company. If the IRS successfully contends that the Company should be treated as a corporation for federal income tax purposes rather than as a partnership, then:

- its realized losses would not be passed through to its Members;
- its income would be taxed at tax rates applicable to corporations, thereby reducing the amount of cash available to distribute to Members; and
- distributions to Members would be taxed as dividend income to the extent of current and accumulated earnings and profits.

The Company will not apply for an IRS ruling that it will be classified as a partnership for federal income tax purposes. The Company could be taxed as a corporation if it is treated as a publicly traded partnership by the IRS. To minimize this possibility, Section 10 of the LLC Agreement places significant restrictions on the ability to transfer Interests. Prospective Members and their advisors should not only review the ‘‘Federal Income Tax Consequences’’ section with care, but also carefully review the individual tax circumstances of such Member. See “Federal Income Tax Consequences — Status as a Partnership.”

The IRS may reallocate the Company’s taxable income in a manner different than the LLC Agreement provides.

The IRS might successfully challenge the Manager’s allocations of taxable income or losses or the payment of the Agent Commissions paid to the sub-agents. If so, the IRS would require reallocation of the Company’s taxable income and loss, resulting in an allocation of more or less taxable income or more or less loss to the Company’s Members than the Manager allocates among the Members. See “Federal Income Tax Consequences — Allocations of Profit and Loss” and “Federal Income Tax Consequences — Payments to CAMP MANAGER and Affiliates.”

A Member may incur tax liability in excess of the cash distributions it receives.

A Member’s tax liability from owning Interests may exceed the cash distributions received from this investment, if any. It is anticipated that the Company will generate taxable income. If and when the Company generates taxable income, a Member’s net taxable income from owning Interests may exceed the amount of cash distributions received by the Member.

Additionally, due to the operation of the various loss disallowance rules described in this Memorandum, a Member may have taxable income when, on a net basis, the Company has a loss. There can be no assurance or guarantee that the Company will pay such distributions before such tax liability is due. Therefore, to the extent that a Member incurs tax liability from owning Interests, it may need to pay that tax liability with funds from another source.

A Member may incur short-term capital losses, the deductibility of which is limited.

The Company expects that, for federal income tax purposes, it will be treated as a “dealer” and any gain or loss from the sales of Placements will be ordinary in nature. Even if the Company were not considered to be dealer, any capital gain or loss on the disposition of the Placements would not likely be held for over the one year requisite period to obtain long-term capital asset treatment. While the tax rates may be identical between ordinary income and short-term capital gain, there are differing rules applicable to how short-term and long-term capital gains and losses are “netted.” Unless a Member has short-term losses to offset any short-term gain received from the Company, gains from the Company will be taxed at ordinary income tax rates. See ‘‘Federal Income Tax Consequences — Lack of Long-Term Capital Gain Potential.”

There are limitations on the ability of Members to deduct the Company’s losses.

The ability of a Member to deduct its share of the Company’s losses is limited to the amounts that the Member has at risk from owning Interests. This is generally the amount of the Member’s investment, plus any profit allocations and minus any loss allocation and distributions. Additionally, a Member’s ability to deduct losses attributable to passive activities is restricted. The Company’s operations may constitute passive activities and a Member can only use the Company’s losses to offset passive activity income in calculating tax liability. Furthermore, passive activity losses may not be used to offset portfolio income. See ‘‘Federal Income Tax Consequences — At- Risk Rules” and “Federal Income Tax Consequences – Limitations on Losses from Passive Activities.”

If a Member is or invests through a tax-exempt entity or organization, it will have unrelated business taxable income from this investment.

Tax-exempt entities and organizations are subject to income tax on unrelated business taxable income (''UBTI''). Such entities and organizations are required to file federal income tax returns if they have UBTI from all sources in excess of $1,000 per year. The Company expects that its income will constitute UBTI. Furthermore, tax-exempt organizations in the form of charitable remainder trusts will be subject to an excise tax equal to 100% of their UBTI. Thus, an investment in Interests is not appropriate for a charitable remainder trust and subscriptions submitted by such entities to make an investment in Interests will not be accepted by the Manager. See "Federal Income Tax Consequences — Taxation of Tax-Exempt Organizations."

This investment may cause a Member to pay additional taxes.

A Member may be required to pay alternative minimum tax in connection with owning Interests. The Manager's operation of the Company's business affairs may lead to other adjustments that could also increase a Member's alternative minimum tax. In addition, if all or a portion of the Company's activities are not generated from a trade or business, then a portion of the Company's expenses may be considered investment expenses rather than trade or business expenses. To the extent that a portion of the Company's fees are considered investment expenses, that portion of such fees would not be deductible for alternative minimum tax purposes and would be subject to a limitation for regular tax purposes. Alternative minimum tax is treated in the same manner as the regular income tax for purposes of making estimated tax payments. See "Federal Income Tax Consequences — Alternative Minimum Tax."

A Member may incur state tax liabilities and have an obligation to file state tax returns.

A Member may be required to file tax returns and pay state or local taxes, such as income or franchise taxes, as a result of an investment in Interests, depending upon the laws of the jurisdictions in which the Company does business. See "Federal Income Tax Consequences — State and Local Taxes."

Any adjustment to the Company's tax return as a result of an audit by the IRS may result in adjustment to the tax returns of its Members.

If the Company adjusts its tax return as a result of an IRS audit, such adjustment may result in an examination of other items in a Member's returns unrelated to the Company, or an examination of the Member's tax returns for prior years. A Member could incur substantial legal and accounting costs in contesting any challenge by the IRS, regardless of the outcome. Further, because each Member will be treated for federal income tax purposes as a partner in a partnership by investing in Interests, an audit of the Company's tax return could potentially lead to an audit of one or more Member's individual tax returns. Finally, under certain circumstances, the IRS may automatically adjust a Member's personal return without the opportunity for a hearing if it adjusts the Company's tax return.

A Member must report its share of Company allocations consistent with the Company's returns.

Each Member of the Company must report its share of the Company's income, gains, losses, deductions and credits on such Member's individual return in a manner consistent with the Company's return, even if the Schedule K-1 that is sent by or on behalf of the Company reports the item differently, unless such Member (i) files a statement with the IRS identifying the inconsistency or (ii) can prove that its return is in accordance with information provided by the Company. Failure to comply with this requirement will subject a Member to penalties and may result in an extended time period for the IRS to challenge such Member's tax return.

DESCRIPTION OF THE UNITS

The Company is offering for sale through this Memorandum up to 200 Class A Units at $100,000 per Unit for a maximum of $20,000,000. Persons who purchase Units will become Class A Members in the Company and will be entitled to participate in certain allocations and distributions, and to vote on certain matters. The Company reserves the right, in its sole discretion, to waive the minimum purchase requirement.

Restrictions on Transferability

There are substantial restrictions on the transferability of the Interests in the LLC Agreement and imposed by state and federal securities laws. Before selling or transferring any Interest, a Member must obtain the written consent of the Manager and comply with applicable requirements of federal and state securities laws and regulations, including the financial suitability requirements of such laws or regulations. It is highly unlikely that any market for Interests will develop and prospective Members should view the Interests as a short-term, illiquid investment. See the LLC Agreement (Exhibit A) for additional restrictions on transferability.

The Interests offered by this Memorandum have not been registered under the Securities Act nor by the securities regulatory authority of any state. The Interests may not be resold unless they are registered under the Securities Act and registered or qualified under applicable state securities laws or unless exemptions from such registration and qualification are available.

Appropriate legends setting forth the restrictions on transfer of the Interests will be set out on any certificates representing Interests.

ESTIMATED USE OF PROCEEDS

The following examples demonstrate the estimated use of the proceeds of this transaction under $5 million and $10 million capitalization scenarios:

Class A Interests @$100,000	50	$5,000,000	
Selling Commissions & Expenses	1.0%	($50,000)	
Net Proceeds			$4,950,000
Funds Available to Purchase Placements			$4,950,000

Class A Interests @$100,000	100	$10,000,000	
Selling Commissions & Expenses	1.0%	($100,000)	
Net Proceeds			$9,900,000
Funds Available to Purchase Placements			$9,900,000

The planned use of proceeds shown above is subject to change based on the actual net proceeds received from this Offering, actual expenses, changes in general business, economic and competitive conditions, timing and management discretion, each of which may change the amount of proceeds expended for the purposes intended.

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EXHIBIT A

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT

OF

CAMPAIGN ADVANCED MEDIA PURCHASE FUND, LLC

A DELAWARE LIMITED LIABILITY COMPANY

EFFECTIVE AS OF APRIL 14, 2016

THE INTERESTS DESCRIBED AND REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAWS AND MAY BE RESTRICTED SECURITIES AS THAT TERM IS DEFINED IN RULE 144 UNDER THE SECURITIES LAWS. TO THE EXTENT THE INTERESTS CONSTITUTE SECURITIES UNDER THE SECURITIES LAWS, THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR QUALIFICATION UNDER THE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES LAWS, THE AVAILABILITY OF WHICH IS TO BE ESTABLISHED TO THE SATISFACTION OF THE COMPANY.

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This Agreement is made and entered into effective as of the 14th day of April, 2016 (the "Effective Date"), by and among the Company and the Member whose signature appears on the signature page hereof and each Person who subsequently becomes a Member. In consideration of the mutual covenants contained herein and for other good and valuable consideration, the Company and the Member (and each Person who subsequently becomes a Member) hereby agree as follows:

1. DEFINITIONS

1.1. Unless the context otherwise specifies or requires, capitalized terms used herein which are not otherwise defined in the text of this Agreement have the respective meanings assigned thereto in Addendum I, attached hereto and incorporated herein by reference, for all purposes of this Agreement (such definitions to be equally applicable to both the singular and the plural forms of the terms defined).

2. FORMATION OF COMPANY

2.1. Formation. Dominic DelPapa caused the Certificate of Formation to be delivered to the Secretary of State for filing in accordance with and pursuant to the Act. The Company was formed when the Certificate of Formation was filed on January 4, 2016. The Company and the Members hereby forever discharge the organizer and indemnify the organizer from and against any expense or liability actually incurred by the organizer by reason of having been the organizer of the Company.

2.2. Name. The name of the Company is Campaign Advanced Media Purchase Fund, LLC.

2.3. Principal Office. The principal office of the Company is 1580 Lincoln Street, Suite 800, Denver, CO 80203. The principal office may be changed from time to time by the Manager by making an appropriate filing, if any, regarding such change of the address of the principal office with the Secretary of State pursuant to the Act. The Company may locate its places of business at any other place or places as the Manager may from time to time deem advisable.

2.4. Registered Agent and Registered Agent Address. The Company's initial registered agent address and the name of the registered agent at such address is as set forth in the Certificate of Formation. The registered agent address and registered agent may be changed from time to time by the Manager by making an appropriate filing regarding such change in the address of the new registered agent address or the name of the new registered agent with the Secretary of State pursuant to the Act.

2.5. Term. The Company will continue in existence until it dissolves in accordance with the provisions of this Agreement or the Act.

3. BUSINESS OF COMPANY

3.1. The business of the Company will be:

(a) To purchase and sell political issue advertising time or space on local television broadcast stations or in or on other media.

(b) To exercise all other powers necessary to or reasonably connected with the Company's business that may be legally exercised by limited liability companies under the Act.

(c) To engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

4. NAMES AND ADDRESSES OF MEMBERS

4.1. Members. The names and addresses of the Members are as set forth on the attached Exhibit 8.1, which may be amended and restated by the Manager at any time if the Manager should receive updated information about the identity or addresses of the Members as permitted elsewhere in this Agreement.

5. RIGHTS AND DUTIES OF MANAGER

5.1. Management. The Manager shall manage the business and affairs of the Company.

(a) Manager. Except for situations in which the Approval of the Members is expressly required by this Agreement or in non-waivable provisions of applicable law, the Manager has full and complete authority, power, and discretion to manage and control the business, affairs, assets and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts and activities customary or incident to the management of the Company's business. Unless authorized to do so by this Agreement or by the Manager, no attorney-in-fact, officer, employee, or other agent of the Company has any power or authority to bind the Company in any way, to pledge its credit, or to render it pecuniarily liable for any purpose.

(b) Officers. The Manager may elect or appoint such officers of the Company and assistant officers as the Manager may deem necessary. The Manager may delegate to any such officer the power to appoint or remove subordinate officers, agents or employees. Without prejudice to any contractual rights that any officer may have with the Company, the Manager may remove any officer or agent of the Company at any time with or without cause. Each officer so elected or appointed shall continue in office until his successor shall be elected or appointed and shall qualify, or until his earlier death, resignation or

removal. Any two or more offices may be held by the same person. The Manager may assign such additional titles to one or more of the officers as the Manager may deem appropriate. Unless otherwise specified by the Manager, any officer appointed with a title shall have the rights, duties and responsibilities incumbent on an officer of a Delaware corporation with such title.

5.2. Number, Tenure and Qualifications. The Company shall have a single Manager, and the Manager shall be CAMP Manager, LLC, a Delaware limited liability company. The Manager will hold office until its resignation pursuant to Section 5.8 or removal pursuant to Section 5.9.

5.3. Certain Powers of the Manager. Without limiting the generality of Section 5.1 but subject to the limitations of Section 5.4, the Manager has power and authority, on behalf of the Company, to:

(a) Acquire tangible and intangible property from any Person as the Manager may determine (the Manager is not prohibited from dealing with any Person that is directly or indirectly affiliated with the Manager or any Member);

(b) Purchase liability and other insurance to protect the Company Property and the Company's business;

(c) Hold and own any Company Property in the name of the Company;

(d) Invest any Company funds (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper, or other investments, irrespective of whether they qualify as appropriate fiduciary types of investments;

(e) Execute all instruments, contracts, agreements and other documents, including checks, drafts, notes and other negotiable instruments; mortgages, deeds of trust or both; security agreements; financing statements; documents providing for the acquisition, mortgage, or disposition of any or all of the Company Property; assignments; bills of sale; leases; partnership agreements; operating (or limited liability company) agreements of other limited liability companies; and any other instruments, contracts, agreements or other documents necessary or appropriate, in the sole discretion of the Manager, to the conduct of the business of the Company, including modifications and amendments thereto;

(f) Employ accountants, legal counsel, managing agents, other experts, employees and independent contractors to perform services for the Company and compensate them from Company funds; and

(g) Do and perform all other acts as may be necessary or appropriate, in the sole discretion of the Manager, to the conduct of the Company's business.

5.4. Limitations on Authority. Notwithstanding any other provision of this Agreement, the Manager shall not cause or commit the Company to do any of the following without the Approval of Members holding a Majority Interest:

(a) Effect any merger or consolidation of the Company.

(b) Cause the Company to commence a voluntary case as debtor under the United States Bankruptcy Code.

5.5. Liability for Certain Acts.

(a) The Manager does not, in any way, guarantee the return of the Members' Capital Contributions or a profit for the Members from the operations of the Company or otherwise.

(b) The Manager and its Affiliates shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member (or successor thereto), except to the extent, if any, that the loss or damage shall have been found by a court of competent jurisdiction to be the result of fraud or willful misconduct by the Manager or its Affiliate.

(c) The Members and the Manager intend that this Section 5.5 and Section 5.6 modify the duties set forth in the Act and shall substitute for any duties (fiduciary or otherwise) that the Members or the Manager may owe the Company or each other, other than the implied contractual covenant of good faith and fair dealing.

5.6. Manager and Members Have No Exclusive Duty to Company. The Manager, Members, and Affiliates of such Persons (a) shall have no exclusive duty to act on behalf of the Company, (b) may have other business interests, including competing business interests, and may engage in other activities in addition to those relating to the Company, and (c) shall not incur any liability to the Company or to any of the Members as a result of engaging in any other business or venture. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in any other investments or activities of any other Member, the Manager, or any Affiliates of such Persons.

5.7. Indemnity of the Manager, Officers, Employees and Other Agents.

(a) The Company shall indemnify the Manager and its Affiliates (each, an "Indemnified Person") for any loss in connection with the activities of such Indemnified Person (other than solely in the capacity as a Member, if applicable) in connection with the establishment, management or operations of the Company and make advances for expenses to the maximum extent permitted under the Act, except to the extent the claim for which indemnification is sought results from an act or omission for which the Indemnified Person is held liable to the Company or to a Member under Section 5.5(b). The Company may, in the sole discretion of

the Manager, indemnify its officers, employees and other agents who are not the Manager to the fullest extent permitted by law.

(b) The Company periodically shall pay expenses (including legal fees and expenses) incurred by an Indemnified Person in defending any claim, demand, action, suit or proceeding subject to subsection (a) above, as such expenses accrue and are payable to third parties, in advance of the final disposition of such claim, demand, action, suit, or proceeding upon receipt of an undertaking (which need not be secured) by or on behalf of the Indemnified Person to repay such amount if a court of competent jurisdiction ultimately and finally determines, where such determination is not subject to appeal, that the Indemnified Person is not entitled to be indemnified by the Company as authorized hereunder.

(c) This Section 5.7 cannot be modified by amendment to this Agreement in a manner that would eliminate or limit an Indemnified Person's right to indemnification under this Section 5.7 with regard to an act or omission that occurred in whole or in part prior to such amendment.

5.8. Resignation. The Manager may resign at any time by giving written notice to the Members. The resignation of the Manager will take effect upon receipt of notice thereof or at such later time as may be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation is not necessary to make it effective. The resignation of a Manager who is also a Member will not affect the Manager's rights as a Member and will not constitute a withdrawal of a Member.

5.9. Removal. The Manager may be removed at any time by Approval of Members holding at least a Super Majority Interest solely if a court of competent jurisdiction finds that the Manager committed gross negligence, fraud, or intentional misconduct which had a material adverse effect on the Company. The removal of a Manager who is also a Member will not affect the Manager's rights as a Member and will not constitute a withdrawal of a Member.

5.10. Vacancies. Any vacancy occurring for any reason in the Manager position may be filled by the Approval of Members holding a Majority Interest.

5.11. Compensation and Reimbursement of the Manager.

(a) The Manager will be compensated solely by the distributions set forth in Sections 9 and 12 of this agreement.

(b) The Manager shall be reimbursed for ordinary and necessary business expenses incurred on behalf of the Company.

5.12. Right to Rely on the Manager. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed on behalf of the Manager as to:

(a) The identity of the Manager or any Member;

(b) The existence or nonexistence of any fact or facts which constitute a condition precedent to acts on behalf of the Company by the Manager or which are in any other manner germane to the affairs of the Company;

(c) The Persons who are authorized to execute and deliver any instrument, contract, agreement or other document on behalf of the Company; or

(d) Any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member.

6. RIGHTS AND OBLIGATIONS OF MEMBERS

6.1. Limitation of Liability. Except as otherwise provided by this Agreement and the non-waivable provisions of the Act, no Member will be liable for an obligation of the Company solely by reason of being or acting as a Member.

6.2. Members Have No Agency Authority. Except as expressly provided in this Agreement, the Members (in their capacity as Members) have no agency authority on behalf of the Company and no Member shall hold himself out as having such authority.

6.3. Priority and Return of Capital. Except as may be expressly provided in Article 9, no Member has priority over any Member, either as to the return of Capital Contributions or as to Profits, Losses or Distributions.

6.4. No State-Law Partnership. The Members intend that the Company not be a partnership (including a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member by virtue of this Agreement, for any purposes other than as set forth in the immediately following sentence, and neither this Agreement nor any document entered into by the Company or any Member may be construed to suggest otherwise. The Members intend that the Company be treated as a partnership for federal and, if applicable, state or local income tax purposes, and the Company and each Member shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment. Each Member (in its capacity as a Member) hereby disclaims, to the maximum extent permitted by applicable law, all partner fiduciary duties or obligations it may owe in its capacity as a Member.

7. ACTIONS OF MEMBERS

7.1. No Required Meetings. The Members may, but shall not be required to, hold any annual, periodic, or other formal meetings. However, meetings of the

Members may be called by the Manager or by any Member or Members holding at least a Majority Interest.

7.2. Place of Meetings. The Manager, Member or Members calling the meeting may designate any place in Colorado as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Company in Colorado.

7.3. Telephonic Meetings. The Members entitled to vote at the meeting may participate in and hold a meeting by means of telephone conference or similar communications equipment by means of which all Members participating in the meeting can simultaneously hear each other and all Members participating in the meeting have access to the same materials/visual presentations presented during such meeting. Participation in a meeting so conducted shall constitute attendance and presence in person at such meeting, except where a Member participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

7.4. Notice of Meetings. Except as provided in Section 7.5, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail or electronic mail, by or at the direction of the Manager, Member or Members calling the meeting, to each Member entitled to vote at such meeting.

7.5. Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any Distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is given or the date on which the resolution declaring such Distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section 7.5, such determination shall apply to any adjournment thereof.

7.6. Quorum. Members holding at least a Majority Interest, represented in person or by proxy, shall constitute a quorum at any meeting of Members.

7.7. Manner of Acting. If a quorum is present, the affirmative vote of Members holding a Majority Interest shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, by the Certificate of Formation, or by this Agreement. Any vote, action or consent by a Member may be made or given by such Member taking into account any considerations that such Member may deem appropriate, including the personal interests of such Member, without regard to any duty (fiduciary or otherwise) that such Member may have to the Company or any other Member.

7.8. Proxies. At all meetings of Members, a Member who is entitled to vote may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Manager before or at the time of the meeting. Such proxy shall expire eleven months from the date of its execution or the date indicated in such proxy, whichever occurs first.

7.9. Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken and signed by Members holding sufficient Voting Interests, as the case may be, to Approve such action had such action been properly voted on at a duly called meeting of the Members. Action taken under this Section 7.9 is effective when Members with the requisite Voting Interests have signed the consent, unless the consent specifies a different effective date. The record date for determining the Members who are entitled to take action without a meeting shall be the date the first Member signs a consent.

7.10. Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

8. CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1. Members' Capital Contributions. The Members have each contributed their respective Capital Contribution in such amount as is set forth opposite such Member's name on Exhibit 8.1 hereto. The Manager is hereby expressly authorized to amend and restate Exhibit 8.1 as necessary to reflect the Capital Contributions contributed by additional Members in exchange for the issuance of Units in accordance with Article 11.

8.2. Additional Contributions. No Member will be required to make any additional Capital Contributions.

8.3. Capital Accounts. The Company shall maintain a separate Capital Account for each Member in accordance with the requirements of Code Section 704(b) and the Regulations thereunder. Without limiting the other rights and duties of a transferee of Units hereunder, in the event of a Permitted Transfer of Units, (i) the Capital Account of the transferor will become the Capital Account of the transferee to the extent it relates to the transferred Units in accordance with Section 1.704-1(b)(2)(iv) of the Regulations, and (ii) upon consummation of such sale or exchange, the transferee will be treated as the transferor for purposes of allocations and Distributions pursuant to Articles 9 and 12 to the extent that such allocations and Distributions relate to the transferred Units.

9. ALLOCATIONS, INCOME TAX, DISTRIBUTIONS, ELECTIONS AND REPORTS

9.1. Allocations of Profits and Losses. Subject to, and after application of, any special allocations required by Sections 9.2 and 9.3, Profits and Losses for each Fiscal Year or other relevant period (and, if necessary, gross items of income, gain, loss and deduction) shall be allocated among the Members, and credited to their respective Capital Accounts, so as to produce, as nearly as possible, an Adjusted Capital Account for each Member equal to the hypothetical cash that would be distributed to such Member if (1) each of the Company's assets were sold for an amount of hypothetical cash equal to the sum of (A) the book value of the assets at the end of the Fiscal Year (or other relevant period), plus (B) the aggregate partnership minimum gain and partner nonrecourse debt minimum gain at the end of the Fiscal Year (or other relevant period); (2) the Company paid all its liabilities in accordance with their terms up to the amount of the hypothetical cash; and (3) the remaining hypothetical cash from the deemed sale were immediately distributed under Section 9.4(b).

9.2. Special Allocations to Capital Accounts. Notwithstanding Section 9.1:

(a) This Agreement incorporates the "minimum gain chargeback" set forth in Sections 1.704-2(f) and (g) of the Regulations, the "partner minimum gain chargeback" described in Section 1.704-2(i)(4) of the Regulations and the "qualified income offset" set forth in Section 1.704-1(d) of the Regulations as if those provisions were fully set forth in this Agreement and will apply as provided in those Regulations.

(b) The Company shall not allocate Losses under Section 9.1 in excess of the maximum amount of Losses that can be so allocated without causing any Member to have a Deficit Capital Account at the end of any Fiscal Year. If some but not all of the Members would have Deficit Capital Accounts as a consequence of an allocation of Losses under Section 9.1, the limitation set forth in the preceding sentence will be applied on a Member by Member basis so as to allocate the maximum permissible Losses to each Member under Section 1.704-1(b)(2)(ii)(d) of the Regulations. The Company shall allocate all Losses in excess of the limitation set forth in this Section 9.2(b) to the Members in proportion to their respective positive Capital Account balances, if any, and thereafter to the Members in accordance with their interests in the Company as determined by the Manager in its reasonable discretion. If any Member would have a Deficit Capital Account at the end of any Fiscal Year, the Company shall credit the Capital Account of such Member specially with items of Company income (including gross income) and gain in the amount of such excess as quickly as possible.

(c) The Company shall allocate items of Company loss, deduction and expenditures described in Section 705(a)(2)(B) of the Code that are attributable to any nonrecourse debt of the Company and are characterized as partner nonrecourse deductions under Section 1.704-2(i) of the Regulations to the

Members' Capital Accounts in accordance with said Section 1.704-2(i) of the Regulations.

(d) Beginning in the first taxable year in which there are allocations of "nonrecourse deductions" (as described in Section 1.704-2(b) of the Regulations), the Company shall allocate such deductions to the Members in the same manner as Loss is allocated for such period.

(e) To the extent that an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or 743(b) of the Code is required pursuant to Section 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4) of the Regulations, to be taken into account in determining Capital Accounts as the result of a Distribution to a Member in complete liquidation of its Units, the amount of such adjustment to Capital Accounts will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and the Company shall allocate such gain or loss specially to the Members in accordance with their interests in the Company in the event Section 1.704-1(b)(2)(iv)(m)(2) of the Regulations applies, or to the Member to whom such Distribution was made in the event Section 1.704-1(b)(2)(iv)(m)(4) of the Regulations applies.

9.3. Credit or Charge to Capital Accounts. Any credit or charge to the Capital Accounts of the Members pursuant to the Regulatory Allocations will be taken into account in computing subsequent allocations of Profits and Losses pursuant to Section 9.1, so that the net amount of any items charged or credited to Capital Accounts pursuant to Section 9.1, the Regulatory Allocations, and this Section 9.3, will, to the extent possible, be equal to the net amount that would have been allocated to the Capital Account of each Member pursuant to the provisions of this Article 9 if the special allocations required by the Regulatory Allocations hereof had not occurred; provided, however, that no such allocation will be made pursuant to this Section 9.3 if (i) the Regulatory Allocation had the effect of offsetting a prior Regulatory Allocation or (ii) the Regulatory Allocation will likely be offset by a future Regulatory Allocation.

9.4. Distributions. Except as provided in Section 12.3 (with respect to liquidating distributions) and Section 9.5 (with respect to limitations on Distributions), the Company shall Distribute Distributable Cash to the Members as set forth in this Section 9.4.

(a) Tax Distributions. Within 90 days after the end of each Fiscal Year (other than a Fiscal Year in which there is a sale of all or substantially all the Company's assets or a liquidation of the Company), the Company shall, to the extent there is Distributable Cash, make Distributions to each Member in an amount equal to (A) the Member's Net Taxable Income from the Company for the Fiscal Year multiplied by (B) 45%. Notwithstanding the preceding sentence, the amount to be Distributed to any Member under this Section 9.4(a) in respect of any Fiscal Year will be reduced dollar for dollar by any Distributions made to the Member under Section 9.4(b) during such Fiscal Year. Distributions made

under this Section 9.4(a) will be treated as an advance against and reduce dollar for dollar the Distributions to which the Member would otherwise be entitled under Sections 9.4(b) and 12.3.

(b) Distributions. The Company may, upon the determination of the Manager, make Distributions from Distributable Cash as follows:

(i) First, 100% of the Distributable Cash to the Class A Members in the ratio of their respective interests until the Class A Members have received the return of their Capital Contributions.

(ii) Second, 50% of the remaining Distributable Cash to the Class A Members and 50% to Class B Members.

9.5. Withholding. To the extent the Company is required by applicable law or any tax treaty to withhold or to make tax payments on behalf of or with respect to any Member, the Company shall withhold amounts from Distributions to such Member and make such tax payments as so required. The amount of such payments will constitute an advance by the Company to such Member and such Member shall repay such amounts to the Company by the Company reducing the amount of the current or next succeeding Distributions that would otherwise have been made to such Member or, if such distributions are not sufficient for that purpose, such Member shall pay to the Company the amount of such insufficiency.

9.6. Limitation Upon Distributions. No Distribution may be made if such Distribution would violate applicable provisions of the Act.

9.7. Interest on and Return of Capital Contributions. No Member is entitled to interest on its Capital Contribution or return of its Capital Contribution, except as otherwise specifically provided for herein.

9.8. Returns and Other Elections. The Manager shall cause the preparation and filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. The Manager shall furnish copies of such returns, or pertinent information therefrom, to the Members within a reasonable amount of time after the end of the Fiscal Year. The Manager shall make all elections permitted to be made by the Company under federal or state laws if the Manager determines in its sole discretion to make any such election. Each Member shall report partnership items on the Member's tax returns in a manner that is consistent with the treatment of such items on the Company's tax returns, except as otherwise agreed to by the Manager. Each Member shall provide, and shall cause its Affiliates to provide, such information as the Company may request such that the Company may adequately and accurately complete tax returns required to be filed by the Company and respond to enforceable administrative information requests (or discovery in litigation).

9.9. Tax Matters Partner.

(a) CAMP Manager, LLC is hereby designated the Tax Matters Partner ("TMP") as defined in Section 6231(a)(7) of the Code. The TMP and the other Members shall use their reasonable efforts to comply with the responsibilities outlined in Sections 6221 through 6233 of the Code (including any Regulations promulgated thereunder), and in doing so will incur no liability to any other Member. In the event the Company is the subject of an income tax audit by any federal, state or local authority, to the extent the Company is treated as an entity for purposes of such audit, including administrative settlement and judicial review, the TMP is hereby authorized, empowered and directed to act for, and its decision will be final and binding upon the Company and each Member. Without limiting the foregoing, the TMP will have the right to extend the statute of limitations for assessing or computing any tax liability against the Company or compromise, settle or concede the amount of any partnership tax item. The Company shall reimburse the TMP for expenses of such administrative proceedings undertaken by the TMP in its capacity as TMP as such expenses are incurred.

(b) In the event of an audit, investigation, settlement or review, at the expense of the Company, the TMP shall participate in, and retain accountants and other professionals to participate in, the audit, investigation, settlement or review, and, if deemed appropriate by the TMP in its sole discretion, contest assertions by the auditing agent or otherwise that may be adverse to the Members, the Company and the Company's filing position. Each Member shall cooperate (which, in the case of a Member that is a partnership for United States federal income tax purposes, shall include obtaining the cooperation of each of its partners or members) with the TMP and do or refrain from doing (and cause any such member to do or refrain from doing) any and all things reasonably required by the TMP in connection with such audit or contest, administrative settlement, judicial review, or other resulting administrative or judicial proceedings.

(c) Except to the extent prohibited by law, each Member hereby waives the right to participate in any administrative proceedings relating to the determination of partnership items at the Company level, except as otherwise approved by the Manager. Each Member who, with such approval, elects to participate in such proceedings shall pay any expenses incurred by such Member in connection with such participation. The cost of any resulting audits or adjustments of a Member's tax return will be borne solely by the affected Member.

(d) With respect to Fiscal Years of the Company subject to the Revised Partnership Audit Procedures, (i) CAMP Manager, LLC or its designee shall be the Partnership Representative with sole authority to act on behalf of the Company thereunder; (ii) each Member shall furnish such information as is reasonably requested by the Partnership Representative in connection with the

Revised Partnership Audit Procedures; and (iii) in the case of any adjustment to an item of Company income, gain, loss, deduction or credit, (A) each Person who was a Member during any Reviewed Year whether or not such Person is a Member during the Adjustment Year (each such Person, a "Reviewed Year Member") shall report his, her or its allocable share of such adjustment on his, her or its federal income tax return pursuant to either the Amended Return Procedures or the Alternative Payment Procedures, as determined by the Company in its sole discretion; and (B) if the Company determines not to elect the Alternative Payment Procedures, each Reviewed Year Member who fails to file a timely amended federal income tax return to report his, her or its allocable share of any adjustment pursuant to the Amended Return Procedures shall indemnify the Company from and against any and all loss attributable to such Reviewed Year Member's allocable share of any Imputed Underpayment required to be paid by the Company, including any interest, penalty, other additions to tax, and all other costs and expenses (including reasonable attorney's fees) of any kind or nature that may be sustained or suffered by the Company. The Company shall be entitled to recover such loss by any lawful means, including without limitation by offsetting such loss against amounts otherwise distributable to the Reviewed Year Member.

9.10. Certain Allocations for Income Tax (But Not Book Capital Account) Purposes.

(a) Items of income, gain, loss, and deduction of the Company for federal income tax purposes shall be allocated among the Members in the same manner as book items are allocated for purposes of adjusting Capital Accounts except to the extent required by Code Section 704(c). Book-tax disparities with respect to contributed property will be accounted for using any permissible method selected by the Manager. Book-tax disparities resulting from adjustments to the book value of Company Property under Regulations Section 1.704-1(b)(2)(iv)(f) shall be accounted for in the same manner as under Code Section 704(c) and the Regulations thereunder using any permissible method selected by the Manager.

(b) The Company shall allocate all recapture of income tax deductions resulting from sale or disposition of any or all of the Company Property to the Members to whom the deduction that gave rise to such recapture was allocated hereunder to the extent that such Member is allocated any gain from the sale or other disposition of such property.

10. TRANSFERABILITY

10.1. General.

(a) A Member may, directly or indirectly, Transfer all or any portion of the Members's Units only if such Transfer is in full compliance with the

provisions herein. Any Transfer or attempted Transfer that is not a Permitted Transfer or that is otherwise in breach of this Agreement shall be void and of no effect.

(b) Each Member hereby acknowledges the reasonableness of the restrictions on Transfer of Units imposed by this Agreement in view of the Company's purposes and the relationship of the Members. Accordingly, the restrictions on Transfer contained herein will be specifically enforceable.

10.2. Permitted Transfers. Subject to compliance with Section 10.4, a Member may Transfer Units as described below at any time and from time to time to any one or more of the following Persons so long as with respect to any such Transfer each such transferee has agreed in writing to be bound by this Agreement (each, a "Permitted Transfer"):

(a) A Transfer of Units that is consented to in writing by the Manager, with the Manager having the right to refuse consent for any or no reason;

(b) A Transfer of Units to the Company or to any other Member;

(c) A Transfer of Units upon the death or incapacity of a Member to any member of such Member's Immediate Family; or

(d) A Transfer of Units by any Member that is an Entity to one or more owners of such Member.

10.3. Transferee Not Member in Absence of Consent.

(a) No Transfer of Units (other than a Transfer of Units to the Company, but including any other Transfer of Units that has not been approved as provided herein) will be effective (x) unless the written notice has been provided to the Company in accordance with Section 10.4(c) and (y) until the last day of the calendar month in which all requirements of Section 10.4 have been satisfied.

(b) Upon and contemporaneously with any Transfer of Units becoming effective, the Transferring Member will cease to have any residual rights associated with the Units Transferred to the transferee.

10.4. Additional Conditions to Recognition of Transferee.

(a) If a Transferring Member Transfers any Units pursuant to a Permitted Transfer, as a condition to recognizing the effectiveness and binding nature of such Transfer (subject to Section 10.3 above), the Manager may require the Transferring Member and the proposed transferee to execute, acknowledge and deliver to the Manager such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to

perform all such other acts which the Manager may deem necessary or desirable to accomplish any one or more of the following:

(i) Constitute such successor-in-interest as a Member;

(ii) Confirm that the proposed transferee has accepted, assumed and agreed to be subject to and bound by all of the terms, obligations and conditions of this Agreement, as the same may have been further amended;

(iii) Preserve the Company after the completion of such Transfer under the laws of each jurisdiction in which the Company is qualified, organized or does business;

(iv) Prevent a termination of the Company for tax purposes under Section 708(b)(1)(B) of the Code;

(v) Maintain the status of the Company as a partnership for federal tax purposes; and

(vi) Ensure compliance with any applicable state and federal laws and regulations, including Securities Laws.

(b) The Transferring Member shall indemnify the Company and the remaining Members against any and all loss, damage, or expense (including tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any Transfer or purported Transfer in violation of this Article 10. The Transferring Member shall pay all costs and expenses incurred by the Company in connection with any Transfer pursuant to this Article 10 and another Person becoming a Member, in respect of such interest or such part thereof, including the fees and disbursements of counsel, including any expenses associated with any part year allocation made pursuant to Section 11.3. Any indemnification or payment due pursuant to this Section 10.4(b) must be paid at or before the time of the Transfer.

(c) Any Member that Transfers any Units shall notify the Company of the Transfer in writing within thirty (30) days before the date of the Transfer, except in the case of the death or incapacity of a Member, which notice shall be given within thirty (30) days after such event, and, which notice must include the names and addresses of the transferor and transferee, the taxpayer identification numbers of the transferor and transferee, if known, the date of the Transfer and such other information as may be required by any law applicable to the Company, any Member or both.

11. MEMBERSHIP INTERESTS

11.1. Membership Interests. All membership interests in the Company shall be denominated in Units and shall consist of Class A Units and a Class B Unit. Each respective Unit will have the rights and obligations set forth in this Agreement. In consideration of the Capital Contributions received from each Member, the Company will issue to each Member the number and class of Units set forth on Exhibit 4.1. The Manager is hereby expressly authorized to amend and restate Exhibit 4.1 as necessary to reflect the issuance or Transfer of any Units made in accordance with the terms of this Agreement.

11.2. Issuance of Additional Units. Following the Effective Date until July 31, 2016, the Manager may cause the Company to issue up to 200 Class A Units in exchange for a cash Capital Contribution of $100,000 per Unit. Any Person who receives any issued Units in accordance with this Section 11.2 will automatically become a Member upon the issuance of such Units and such Person will thereafter be subject to the terms and conditions of this Agreement as a Member.

11.3. Part Year Allocations with Respect to New Members. No new Members will be entitled to any retroactive allocation of losses, income, or expense deductions incurred by the Company. At the time a Member is admitted (or a Transfer of Units is effective) and in accordance with the provisions of Section 706(d) of the Code and the Regulations thereunder, the Manager may, at its option, close the Company books (as though the Company's Fiscal Year had ended) or make *pro rata* allocations of loss, income, and expense deductions to a new Member for that portion of the Company's Fiscal Year in which a Person became a Member.

11.4. Registered Members. The Company shall be entitled to recognize the exclusive right of a Person registered on its books as the owner of Units to receive Distributions, and to vote as such owner as applicable in accordance with the terms of this Agreement, and to hold liable for calls and assessments a Person registered on its books as the owner of Units, and shall not be bound to recognize any equitable or other claim to or interest in such share or Units on the part of the other Person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

11.5. Unit Ledger. An appropriate journal and ledger (the "Unit Ledger") shall be kept by an officer or employee of the Company or such registrars or transfer agents as the Manager may appoint in which all transactions in Units shall be recorded. In addition to the restrictions of Article 10, no Transfer of Units shall be effective until the Transfer is registered upon the Unit Ledger.

12. DISSOLUTION AND TERMINATION

12.1. Dissolution.

(a) The Company will be dissolved only upon the occurrence of the earlier of any of the following events:

(i) a determination by the Manager to dissolve the Company;

(ii) the sale or other disposition by the Company of all or substantially all of the Company's assets and the collection of all amounts derived from any such sale or other disposition, including all amounts payable to the Company under any promissory notes or other evidences of indebtedness taken by the Company (unless the Manager shall elect to distribute such indebtedness to the Members in liquidation), and the satisfaction of the liabilities and contingent liabilities of the Company in connection with such sale or other disposition; or

(iii) the occurrence of any other event that, under the Act, would cause the dissolution of the Company or that would make it unlawful for the business of the Company to be continued.

Notwithstanding anything to the contrary in the Act, the Company will not be dissolved upon the death, retirement, resignation, expulsion, Bankruptcy or dissolution of any Member.

(b) As soon as possible following the occurrence of any of the events specified in Section 12.1(a) effecting the dissolution of the Company, the appropriate representative of the Company shall execute all documents required by the Act at the time of dissolution and file or record such statements with the appropriate officials.

12.2. Effect of Dissolution. Upon dissolution, the Company must cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence will continue until winding up and Distribution is completed.

12.3. Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution, the Manager (the "Liquidator") shall make an accounting of the accounts of the Company and of the Company's assets, liabilities, and results of operations from the date of the last previous accounting until the date of dissolution. The Manager shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Manager shall:

(i) Sell or otherwise liquidate all of the Company Property as promptly as practicable (except to the extent that the Manager may determine to Distribute in kind any assets to the Members);

(ii) Allocate any Profit or Loss resulting from such sales to the Members' Capital Accounts in accordance with Article 9 hereof;

(iii) Discharge all liabilities of the Company, including liabilities to Members who are also creditors, to the extent otherwise permitted by law, other than liabilities to Members for Distributions and the return of capital, and establish such Reserves as may be reasonably necessary to provide for potential expenses and contingent and potential liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such Reserves shall be deemed to be an expense of the Company), but such Reserves shall be distributed to the Members within nine (9) months after the date of dissolution, unless required for known expenses or liabilities ; and

(iv) Distribute the remaining assets to the Members in accordance with the priorities set forth in Section 9.4(b).

(v) Notwithstanding anything to the contrary in this Agreement, (i) upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, Distributions, allocations and other Capital Account adjustments for all Fiscal Years, including the year during which such liquidation occurs), such Member will have no obligation to make any Capital Contribution so as to restore its Capital Account to zero, and the negative balance of such Member's Capital Account will not be considered a debt owed by such Member to the Company, to the other Members, or to any other Person for any purpose whatsoever; and (ii) the Company may offset damages for breach of this Agreement by any Member whose interest is liquidated against the amount otherwise Distributable to such Member.

(c) The Liquidator shall comply with any requirements of applicable law pertaining to the winding up of the affairs of the Company and the final Distribution of its assets.

12.4. Filing or Recording Statements. Upon the conclusion of winding up, the appropriate representative of the Company shall execute all documents required by the Act at the time of completion of winding up and file or record such documents with the appropriate officials.

12.5. Return of Contribution Nonrecourse to Other Members. Except as provided by applicable law or as expressly provided in this Agreement, upon dissolution, each Member may look solely to the assets of the Company for the return of its Capital Contribution or any other Distributions. If the Company Property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members, such Members will have no recourse against any other Member.

13. BOOKS AND RECORDS

13.1. Accounting Period. The Company's accounting period will be the Fiscal Year.

13.2. Accounting Principles. For financial reporting purposes, the Company shall use accounting principles applied on a consistent basis using the method of accounting determined by the Manager, unless the Company is required to use a different method of accounting for federal income tax purposes, in which case that method of accounting will be the Company's method of accounting.

13.3. Books of Account and Records. At the expense of the Company, the Manager or its designee shall maintain and preserve proper and complete records, books of account and other relevant Company documents, during the term of the Company, and for five years after dissolution, in which will be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. The books and records will be open to the reasonable inspection and examination of the Members or their duly authorized representatives, upon reasonable request, during ordinary business hours at the requesting Member's expense. At a minimum the Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known business, residence, or mailing address of each Member and Manager, both past and present;

(b) A copy of the Certificate of Formation and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(c) Copies of the Company's federal, state, and local income tax returns and reports, if any;

(d) Copies of the Company's currently effective written Agreement, copies of any writings permitted or required with respect to a Member's obligation to contribute cash, property or services, and copies of any financial statements of the Company;

(e) Minutes of every annual, special, and court-ordered meeting of the Members and Manager, if any; and

(f) Any written Approvals obtained from the Members for actions taken by the Members without a meeting.

13.4. List of Members. Upon written request of any Member made in good faith and for a purpose reasonably related to the Member's rights as a Member under this Agreement (which reason must be set forth in the written request), the Manager shall provide a list showing the names, addresses and Units held by all Members.

14. MISCELLANEOUS PROVISIONS

14.1. Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Agreement will be deemed to have been sufficiently given if sent by electronic mail transmission, delivered by messenger, overnight courier, or mailed, certified first class mail, postage prepaid, return receipt requested, and addressed or sent to the Member's address as set forth on Exhibit 4.1 or the Company's address as set forth in Section 2.3. Such notice will be effective, (a) if delivered by messenger or by overnight courier, upon actual receipt (or if the date of actual receipt is not a business day, upon the next business day); (b) if sent by electronic mail transmission, upon electronic confirmation of receipt (or if the date of such electronic confirmation of receipt is not a business day, upon the next business day); or (c) if mailed, upon the earlier of (i) three (3) business days after deposit in the mail and (ii) the delivery as shown by return receipt therefor. Any Member or the Company may change its address by giving notice in writing to the Company and the other Members of its new address.

14.2. Applicable Law and Jurisdiction. This agreement is to be construed and enforced in accordance with and governed by the laws of the State of Delaware. The courts of Colorado will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement

14.3. Waiver of Action for Partition. During the term of the Company, each Member irrevocably waives any right that it may have to maintain any action for partition with respect to the Company Property.

14.4. Amendments. Except as otherwise expressly provided herein with respect to Exhibit 8.1, this Agreement may be amended only with the Approval of Members holding at least a Majority Interest. No amendment that has been agreed to in accordance with the preceding sentence shall be effective to the extent that such amendment has a Material Adverse Effect upon one or more Members who did not approve or consent in writing to such amendment (the "Non-Consenting Members"). Without limiting the generality of the foregoing, an amendment which has a proportionate effect on all Members with respect to their rights to Distributions shall be deemed not to have a Material Adverse Effect on the Non-Consenting Members. In addition, an amendment made to ensure that Distributions are made in accordance with Section 9.4 shall be deemed not to have a Material Adverse Effect on the Non-Consenting Members.

14.5. Execution of Additional Instruments. Each Member shall execute such other and further statements of interest and holdings, designations, powers of attorney, and other instruments necessary to comply with any laws, rules, or regulations.

14.6. Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and *vice versa*, and the masculine gender shall include the feminine and neuter genders and *vice versa*. The word "including" means "including without limitation" and "or" means "and/or".

Unless otherwise specified, all references herein to Articles or Sections are to Articles or Sections of this Agreement.

14.7. Effect of Inconsistencies with the Act. It is the express intention of the Members and the Company that this Agreement be the sole source of agreement among them, and, except to the extent that a provision of this Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, this Agreement is to govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. In the event that the Act is subsequently amended or interpreted in such a way to make valid any provision of this Agreement that was formerly invalid, such provision will be considered to be valid from the effective date of such interpretation or amendment. The duties and obligations imposed on the Members as such will be those set forth in this Agreement, which is intended to govern the relationship among the Company and the Members, notwithstanding any provision of the Act or common law to the contrary.

14.8. Waivers. The failure of any Member or the Company to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall in no manner affect the right of such Member or the Company, as applicable, to seek redress for a subsequent violation or to thereafter specifically enforce the terms of this Agreement.

14.9. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any Member or the Company will not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

14.10. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law. Without limiting the generality of the foregoing sentence, to the extent that any provision of this Agreement is prohibited or ineffective under the Act or common law, this Agreement will be considered amended to the smallest degree possible in order to make the Agreement effective under the Act or common law.

14.11. Heirs, Successors, and Assigns. Each and all of the covenants, terms, provisions, and agreements herein contained will be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors, and assigns.

14.12. Creditors. None of the provisions of this Agreement is for the benefit of or enforceable by any creditors of the Company.

14.13. Counterparts; Electronic Delivery. This Agreement may be delivered by facsimile or e-mail transmission of an Adobe® file format document (also known as a PDF file) and executed in counterparts, each of which is to be deemed an original but all of which constitute one and the same instrument.

14.14. Entire Agreement. This Agreement contains the entire agreement of the Company and the Members relating to the rights granted and obligations assumed under this Agreement. Any oral representations or modifications concerning this Agreement will be of no force or effect unless contained in a subsequent written modification adopted in accordance with Section 14.4.

14.15. Power of Attorney. Each Member hereby irrevocably makes, constitutes, and appoints the Manager, with full power of substitution, so long as the Manager is acting in such a capacity, its true and lawful attorney, in such Member's name, place, and stead (it being expressly understood and intended that the grant of such power of attorney is coupled with an interest) to make, execute, sign, acknowledge, swear, and file with respect to the Company:

(a) All amendments of this Agreement adopted in accordance with the terms of Section 14.4;

(b) All bills of sale, assignment forms or other appropriate transfer documents necessary to effectuate Permitted Transfers of a Member's Units pursuant to Article 10;

(c) All such other instruments, documents, and certificates which may from time to time be required by the laws of Delaware or any other jurisdiction in which the Company may determine to do business, or any political subdivision or agency thereof, to effectuate, implement, continue, and defend the valid existence of the Company; and

(d) All instruments, documents, and certificates which the Manager deems necessary or desirable in connection with the dissolution and termination of the Company, either of which has been authorized in accordance with the terms of this Agreement.

This power of attorney will not be affected by and will survive the Bankruptcy, insolvency, death, incompetency, or dissolution of a Member and will survive the delivery of any assignment by the Member of any or all of its Units. Each Member hereby releases the Manager from any liability or claim in connection with the exercise of the authority granted pursuant to this power of attorney, and in connection with any other action taken by the Manager pursuant to which the Manager purports to act as the attorney-in-fact for one or more Members, if the Manager believed in good faith that such action taken was consistent with the authority granted to it pursuant to this Section 14.15.

14.16. Investment Representations.

(a) The undersigned Members understand (i) that the Units contemplated by this Agreement have not been registered under the Securities Laws because the Company is issuing these Units in reliance upon the exemptions from the registration requirements of the Securities Laws providing for issuance of securities not involving a public offering, (ii) that the Company has relied upon the fact that the Units are to be held by each Member for investment, and (iii) that exemption from registrations under the Securities Laws would not be available if the Units were acquired by a Member with a view to distribution.

(b) Accordingly, each Member hereby confirms to the Company that such Member is acquiring the Units for such Member's own account, for investment, and not with a view to the resale or distribution thereof. Each Member agrees not to transfer, sell, or offer for sale any portion of the Units unless there is an effective registration relating thereto under the Securities Laws or unless the holder of Units delivers to the Company an opinion of counsel, satisfactory to the Company, that such registration or other qualification under applicable Securities Laws is not required in connection with such transfer, offer, or sale. Each Member understands that the Company is under no obligation to register any Units or to assist such Member in complying with any exemption from registration under the Securities Laws if such Member should, at a later date, wish to dispose of any Units.

(c) Each Member, prior to acquiring any Units, has made an investigation of the Company and its business, and the Company has made available to each Member all information with respect to the Company which such Member needs in order to make an informed decision to acquire the Units. Each Member has relied on its own tax and legal advisors in connection with such Member's decision to acquire the Units. Each Member considers itself to be a Person possessing experience and sophistication as an investor which are adequate for the evaluation of the merits and risks of such Member's investment in the Units. Each Member hereby confirms that such Member is an "accredited investor," as such term is defined under the Securities Laws.

14.17. Confidentiality. Except as contemplated hereby or required by a court of competent jurisdiction, each Member shall keep confidential and shall not disclose to others and shall use its reasonable efforts to prevent its Affiliates and any of its, or its Affiliates' present or former employees, agents, and representatives from disclosing to others without the prior written approval of the Manager any information (the "Confidential Information") which (i) pertains to this Agreement, any negotiations pertaining thereto, any of the transactions contemplated hereby, or the business of the Company, or (ii) pertains to confidential or proprietary information of any Member or the Company or which any Member or the Company has labeled in writing as confidential or proprietary.

[*Signature pages follow.*]

The undersigned hereby agree, acknowledge, and certify that the foregoing Agreement constitutes the Limited Liability Company Agreement of Campaign Advanced Media Purchase Fund, LLC adopted by the Company and the Member as of the Effective Date.

COMPANY:

Campaign Advanced Media Purchase Fund, LLC

By: CAMP Manager, LLC, its Manager

Dominic DelPapa

By: _____

Name: Dominic DelPapa
Title: Manager

MEMBER:

CAMP Manager, LLC

Dominic DelPapa

By: _____

Name: Dominic DelPapa
Title: Member

EXHIBIT 8.1
TO
LIMITED LIABILITY COMPANY AGREEMENT OF
CAMPAIGN ADVANCED MEDIA PURCHASE FUND, LLC
DATED EFFECTIVE AS OF JANUARY 12, 2016

MEMBERS

Name, Address, and Email Address	Capital Contributions	Number and Class of Units	Capital Account
CAMP Manager, LLC 1580 Lincoln Street, Suite 800 Denver, CO 80203 ddp@iqustrategies.com	$0	1 Class B Unit	$0

ADDENDUM I

DEFINITIONS

Act. The Delaware Limited Liability Company Act, as amended from time to time.

Adjusted Capital Account. With respect to any Member, the Member's Capital Account with the adjustments described in the definition of "Deficit Capital Account."

Adjusted Capital Contributions. An amount equal to the excess of a Member's Capital Contributions, if any, over any Distributions made to such Member pursuant to Section 9.4(b)(ii), (iii) and (iv). The Adjusted Capital Contributions of any Member that holds more than one class of Units shall be determined on a class-by-class basis by reference to the Capital Contributions made with respect to each separate class of Units held.

Adjustment Year. The "adjustment year" of the Company as defined in Section 6225 of the Code, as amended by the Revised Partnership Audit Procedures.

Affiliate. In the case of an individual, the spouse, estate, heirs, devisees, lineal descendants or the spouse of a lineal descendant of that individual, or a trust or other Entity formed by the individual for the benefit of the individual or his spouse or lineal descendants or the spouse of a lineal descendant of that individual, or any or all of them, and in which day-to-day voting control is directly or indirectly held by the individual, and in the case of a Person other than an individual, (a) any Person directly or indirectly controlling, controlled by, or under common control with such Person, (b) any Person owning or controlling ten percent (10%) or more of the outstanding voting interests of such Person, (c) any officer, director, manager, or general partner of such Person, or (d) any Person who is an officer, director, manager, general partner, trustee, or holder of ten percent (10%) or more of the voting interests of any Person described in clauses (a) through (c) of this sentence. For purposes of this definition, the term "control," "controls," "controlling," "controlled by," or "under common control with" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. No Member or Manager will be deemed to be an Affiliate of another Member or Manager due solely to such Person's status as a Member or Manager of the Company (or both). For purposes of this definition, "lineal descendants" includes adopted children.

Agreement. This Limited Liability Company Agreement as originally executed and as may be amended thereafter.

Alternative Payment Procedures. The procedures described in Section 6226 of the Code, as amended by the Revised Partnership Audit Procedures.

Amended Return Procedures. The procedures described in Section 6225(c) of the Code, as amended by the Revised Partnership Audit Procedures.

Approve or Approval. With respect to Members, such Members' approval expressed by Members holding the required number of Voting Interests at a meeting of the Members or expressed by written consent by Members holding the required number of Voting Interests as provided for in Article 7.

Bankruptcy. With respect to a Person, the occurrence of any of the following events: (a) such Person makes an assignment for the benefit of creditors; (b) such Person files a voluntary petition in bankruptcy; (c) such Person is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceeding; (d) such Person files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (e) such Person files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature; (f) such Person seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of such Person or of all or any substantial part of its properties; or (g) one hundred twenty (120) days after the commencement of any proceeding against such Person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, if the proceeding has not been dismissed, or if within ninety (90) days after the appointment without its consent or acquiescence of a trustee, receiver, or liquidator of such Person or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within ninety (90) days after the expiration of any such stay, the appointment is not vacated.

Capital Account. As of any given date, the capital account of each Member as described in Section 8.3 and maintained to such date in accordance with this Agreement.

Capital Contribution. Any contribution to the capital of the Company in cash or property by a Member whenever made.

Certificate of Formation. The Certificate of Formation of the Company as filed with the Secretary of State as the same may be amended from time to time.

Class A Member. A Member who holds Class A Units.

Class A Unit. A Class A Unit in the Company entitling a Member to the rights, and subjecting a Member to the obligations, as set forth in this Agreement.

Class B Member. A Member who holds a Class B Unit.

Class B Unit. A Class B Unit in the Company entitling a Member to the rights, and subjecting a Member to the obligations, as set forth in this Agreement.

Code. The Internal Revenue Code of 1986, as amended from time to time.

Company. Campaign Advanced Media Purchase Fund, LLC, a Delaware limited liability company.

Company Property. All assets (real or personal, tangible or intangible, including cash) of the Company.

Confidential Information. As defined in Section 14.17.

Deficit Capital Account. With respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the Fiscal Year, after giving effect to the following adjustments:

(a) Credit to such Capital Account the amount, if any, which such Member is obligated to restore under Section 1.704-1(b)(2)(ii)(c) of the Regulations, as well as any addition thereto pursuant to the next to last sentence of Sections 1.704-2(g)(1) and (i)(5) of the Regulations, after taking into account thereunder any changes during such year in partnership minimum gain and in any partner nonrecourse debt minimum gain; and

(b) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Regulations.

This definition of Deficit Capital Account is intended to comply with the provisions of Sections 1.704-1(b)(2)(ii)(d) and 1.704-2 of the Regulations, and must be interpreted consistently with those provisions.

Distributable Cash. All cash, whether revenues or other funds, received by the Company, less the sum of the following to the extent paid, payable or otherwise set aside by the Company: (a) all principal and interest payments on any indebtedness of the Company and all other sums payable to lenders; (b) all cash expenditures incurred incident to the normal operation of the Company's business; and (c) Reserves. Any funds released from a Reserve will be considered a cash receipt by the Company for purposes of this definition.

Distribution. Any distribution pursuant to Section 9.4 or Section 12.3(b) of any or all of the Company Property from the Company to or for the benefit of a Member by reason of such Member's ownership of a Unit.

Effective Date. As defined in the preamble to this Agreement.

Entity. Any general partnership (including a limited liability partnership), limited partnership (including a limited liability limited partnership), limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust, foreign business organization or other juridical person.

Fiscal Year. The taxable year of the Company, which shall be the calendar year ending December 31st unless required otherwise by the Code.

Gift. A gift, devise, bequest, or other transfer for no consideration, whether or not by operation of law, except in the case of Bankruptcy.

Hypothecation. A lien, pledge, hypothecation, mortgage, grant of a security interest, or effecting an encumbrance either as security for repayment of a liability or for any other purpose.

Immediate Family. Any individual who is the son, daughter (including the adopted son or daughter or stepson or stepdaughter), brother, sister, grandson, granddaughter, niece, nephew, spouse or parent of a Member, and trusts or other entities formed and operated primarily for the benefit of any one or more of such individuals.

Imputed Underpayment. The "imputed underpayment" within the meaning of the Revised Partnership Audit Procedures.

Indemnified Person. As defined in Section 5.7(a).

Liquidator. As defined in Section 12.3(a).

Majority Interest. One or more Voting Interests of Members which taken together exceed fifty percent (50%) of the aggregate of all Voting Interests.

Manager. As defined in Section 5.2.

Material Adverse Effect. Any adjustment or modification (i) reducing a Member's rights to Distributions (including allocations of Profits and Losses which are reflected in the Capital Accounts) or voting rights in a manner which is disproportionately adverse to such Member relative to the interests or rights of any other Member, or (ii) increasing any obligation of a Member to the Company in a manner which is disproportionately adverse to such Member relative to such obligations of any other Member.

Member. Each of the parties who executes a counterpart of this Agreement as a Member and each Person who may hereafter become a Member pursuant to the terms of this Agreement.

Net Taxable Income. For any Member, the amount of net taxable income allocated to the Member for any Fiscal Year (or other relevant period) less the amount of taxable losses allocated to the Member for prior Fiscal Years (or other relevant periods) that have not reduced the computation of Net Taxable Income for a prior fiscal year (or other relevant period).

Partnership Representative. means the Company's "partnership representative" within the meaning of Section 6223 of the Code, as amended by the Revised Partnership Audit Procedures.

Permitted Transfer. As defined in Section 10.2.

Person. Any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

Profits and Losses. For each Fiscal Year of the Company, the profit or loss of the Company as determined under the capital accounting rules of Section 1.704-1(b)(2)(iv) of the Regulations for purposes of maintain Capital Accounts of the Members, including the provisions of paragraphs (b), (f), and (g) of those Regulations. Notwithstanding the foregoing, any items of income, gain, loss and deduction allocated to Members pursuant to Sections 9.2, 9.3, or 9.10 will not be taken into account in computing Profits or Losses.

Regulations. The proposed, temporary, and final regulations promulgated under the Code in effect as of the date of filing the Certificate of Formation and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

Regulatory Allocations. The allocations made pursuant to Sections 9.2(a), 9.2(b), 9.2(c), 9.2(d), and 9.2(e).

Reserves. With respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which are maintained in amounts reasonably deemed sufficient by the Manager for working capital and for payment of taxes, insurance, debt service, or other costs or expenses incident to the ownership or operation of the Company's business, including potential expenses and liabilities.

Reviewed Year. means any "reviewed year" of the Company as defined in Section 6225 of the Code, as amended by the Revised Partnership Audit Procedures.

Revised Partnership Audit Procedures. Sections 6221 through 6241 of the Code, as originally enacted in P.L. 114-74, and as may be amended, and including any Regulations or other administrative guidance promulgated thereunder.

Sale or Sell. A sale, assignment, exchange, Hypothecation, assignment by reason of Bankruptcy, other transfer for consideration, or change in ownership by reason of the issuance of securities or the merger, conversion or other transformation in the identity or form of business organization of the owner, regardless of whether such change or transformation is characterized by state law as not changing the identity of the owner.

Secretary of State. The Secretary of State of Delaware.

Securities Laws. Any Federal securities acts and laws as well as the securities acts and laws of any state, including the Securities Act of 1933, as amended.

Super-Majority Interest. One or more Voting Interests of Members which taken together exceed eighty percent (80%) of the aggregate of all Voting Interests.

TMP. As defined in Section 9.9.

Transfer. Any Sale or Gift.

Transferring Member. Any Member who Transfers all or any portion of its Units.

Unit. Unit of measure by which a Member's entitlement to participate in the Profits, Losses, Distributions, and other economic rights in the Company is measured and by which a Member's right to vote is measured, consisting of the Class A Units, and the Class B Unit.

Unit Ledger. As defined in Section 11.5.

Voting Interest. The ratio of Units held by a Member to the total number of Units held by all Members.

EXHIBIT B

CLASS A SUBSCRIPTION AGREEMENT

CAMP·FUND
CAMPAIGN • ADVANCED • MEDIA • PURCHASE

PURCHASE AND SUBSCRIPTION AGREEMENT

Class A Units

This is the offer and agreement (Subscription Agreement) of the undersigned purchaser (Purchaser) to purchase a Class A Membership Interest ("Interest") in Campaign Advanced Media Purchase Fund, LLC (the Company). The Company has offered through a Private Placement Memorandum dated April 14, 2016 to sell up to 200 Class A Interests at $100,000 per Unit (Subscription Price) subject to the terms, conditions, acknowledgments, representations and warranties stated herein and in the Private Placement Memorandum.

NOW, THEREFORE, acknowledging the receipt of adequate consideration and intending to be legally bound, the parties hereby agree as follows:

1. **Purchase of Interest.** Subject to the terms and conditions of this Agreement, the Company hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from the Company, _____ Class A Unit(s) at $100,000 per unit for an aggregate price of $_____.

2. **Representations and Warranties of the Company.** The Company hereby represents and warrants to Purchaser as follows:

    a. **Good Standing**. The Company was organized under the laws of Delaware pursuant to the Delaware Limited Liability Company Act. The Company is validly existing and in good standing under the laws of the State of Delaware and has full corporate power and authority to conduct its business as presently conducted and as proposed to be conducted. The Company is duly authorized to enter into and perform its obligations under this Agreement, and the Company is authorized to carry out the transactions contemplated hereby.

    b. **Authorization**. The execution, delivery and performance by the Company of this Agreement, the consummation by the Company of the transactions contemplated hereby, and the execution, sale and delivery of the Interest, has been duly authorized by all necessary corporate action.

    c. **No Violations**. The execution of and performance of the transactions contemplated by this Agreement and compliance with its provisions by the Company will not violate any provision of law and will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, its Certificate of Formation or any indenture, lease, agreement or other instrument to which the Company is a party or any decree, judgment, order, statute, rule or regulation applicable to the Company.

    d. **Enforceability**. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with its terms, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws from time to time in effect affecting the enforcement of creditors' rights generally and that the availability of equitable remedies including, without limitation, specific performance, remain subject to the discretion of the courts. The Interest will constitute the legal, valid and binding obligations of the Company, enforceable against the Company, in accordance with their terms.

    e. **Consents**. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any governmental authority is required on the part of the Company in connection with the execution and delivery of this Agreement, or the offer, issue, sale and delivery of the Interest, except for filings required by Federal and state securities laws.

    f. **Purpose**. The purpose of the Company is to buy and sell political issue advertising time or space on

local television broadcast stations or in or on other media.

g. **LLC Agreement**. The Company and all of its Members have adopted a limited liability company agreement dated January 12, 2016 (LLC Agreement).

h. **WealthForge**. Offers and sales of Interests will be made on a best efforts basis by WealthForge Securities, LLC, the Managing Broker-Dealer, which is a member of the Financial Industry Regulatory Authority, Inc. ("FINRA"). WealthForge will receive 1.0% of the Gross Offering Proceeds. The total aggregate amount of commissions and expense reimbursements (collectively, "Selling Commissions and Expenses") will not exceed 1% of the Gross Offering Proceeds of the Class A Interests. The Company and the Selling Group may, in their sole discretion, accept purchases of Interests net (or partially net) of the Selling Commissions and Expenses. In addition to the brokerage fees described in this section, WealthForge will fees for ancillary services related to compliance and technology.

i. **Escrow**. Upon receipt of the executed Subscription Agreement and the accompanying documents, the Company will deposit, or accept deposit of, the payment into an escrow account at Atlantic Capital Bank ("Escrow Agent"). The subscription amounts will be held in escrow until the subscription of at least 10 Class A Units is met ("Minimum to Close"). When the Escrow Agent has determined that the required contingency has occurred, then Escrow Agent shall disburse Subscription Proceeds in its possession less any placement fees to the account of the Company.

3. Purchaser Representations and Warranties. Purchaser hereby represents and warrants to the Company as follows:

a. **Enforceability**. This Agreement has been duly executed and delivered by Purchaser and constitutes the legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with its terms, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws from time to time in effect affecting the enforcement of creditors' rights generally and that the availability of equitable remedies including, without limitation, specific performance, remain subject to the discretion of the courts.

b. **No Violations**. The execution of and performance of the transactions contemplated by this Agreement and compliance with its provisions by Purchaser will not violate any provision of law and will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, lease, agreement or other instrument to which Purchaser is a party or any decree, judgment, order, statute, rule or regulation applicable to Purchaser.

c. **Review of Documents**. Purchaser has been provided with, and has had the opportunity to review (i) the Private Placement Memorandum ("PPM"), (ii) the documents referenced in the PPM, including but not limited to the LLC Agreement captioned "Limited Liability Company Agreement of Campaign Advanced Media Purchase Fund, LLC", and (ii) such documents as he believes are relevant to the acquisition of the Interest.

d. **Investigation by Purchaser**. The Company has made available to Purchaser and/or his Purchaser Representatives (as such term is defined in Rule 501(h) of the Securities Act of 1933, as amended (the "Act")), all documents and information that Purchaser or his representatives have requested, and have further made available the principals of the Company to answer questions concerning such matters (collectively, the "Investigation"). Purchaser has consulted with his own attorney, accountant and/or Purchaser Representative with respect to this Agreement, the Company, and the suitability of this investment. Purchaser has relied solely upon the Investigation in making the decision to invest in the Company.

e. **Investment Purpose of Purchaser**. Purchaser is acquiring the Interest solely for Purchaser's own account for investment purposes and not with a view to resale or distribution of all or any part thereof. Purchaser has no present arrangement, understanding or agreement for transferring or disposing of all or any part of the Interest.

f. **Knowledge and Experience**. Purchaser has, or Purchaser and Purchaser's Purchaser Representative, if any, together have, such knowledge and experience in financial and business matters that Purchaser is, or they together are, capable of evaluating the merits and risks of an investment in the Company.

g. Tax Issues. Purchaser either alone or in conjunction with his own tax advisor(s) understand the tax consequences of investing in the Company, and have not relied on the representations of the Company or its principals with regard to such tax consequences. Purchaser understands that no rulings have been or will be sought from the Internal Revenue Service or any other taxing authority concerning the tax consequences of an investment in the Company.

h. Risks. Purchaser recognizes that an investment in the Company involves certain risks. Purchaser is aware of and understands all of the risks related to such investment, including, without limitation, the following:

i. Risks Described in Offering Materials. The risks of investing in the Company are more fully detailed in the PPM. Purchaser has read the PPM and understands the risks described therein.

ii. Lack of Liquidity of Interest and Limited Transferability. There is and will be no public market for the Interest. The Interest is not being registered under the Act or under the securities laws of any state. The Interest may not be resold or otherwise transferred unless registered, or unless an exemption from registration is available, under both the Act and applicable State securities law. In addition, the LLC Agreement provides that the Interest may not be transferred without the consent of the Company's Manager, which may be withheld in the sole discretion of the Manager. Accordingly, Purchaser may be unable to liquidate his investment in the Company in an emergency or at any time, and the Interest will not be readily acceptable as collateral for loans.

iii. Lack of Voting Control. Purchaser will have no right to manage the Company or participate in the management of its operations. Hence, Purchaser should purchase the Interest only if he is willing to give CAMP Manager management control over the business.

iv. No Registration Under Securities Laws. Neither the Company nor the Interests will be registered with the Securities and Exchange Commission or the securities regulator of any State. Hence, neither the Company nor the Interests are subject to the same degree of regulation and scrutiny as if they were registered.

v. Incomplete Offering Information. The Interests are being offered pursuant to Rule 506(c) issued by the Securities and Exchange Commission. Rule 506(c) does not require us to provide you with all the information that would be required in some other kinds of securities offerings, such as a public offering of shares. Although we have tried to provide all the information we believe is necessary for you to make an informed decision, and we are ready to answer any questions you might have, it is possible that you would make a different decision if you had more information.

vi. Limitation on Rights Under LLC Agreement. Purchaser has read the LLC Agreement and understands that the LLC Agreement limits the rights of investors, including Purchaser, in several important respects. Purchaser should discuss these limitations with his or her

attorney. is aware and understands that the LLC Agreement limits the rights of investors, including Purchaser, in several important respects, including these:

IN ADDITION TO THE RISKS LISTED ABOVE, BUSINESSES ARE OFTEN SUBJECT TO RISKS NOT FORESEEN OR FULLY APPRECIATED BY MANAGEMENT. CONSEQUENTLY, THE FOREGOING IS NOT INTENDED TO BE A COMPLETE LIST OF THE RISKS ASSOCIATED WITH THE COMPANY.

vii. **Ability to Bear Economic Risk**. Purchaser is able to bear the economic risk inherent in Purchaser's investment. Purchaser has adequate means of providing for Purchaser's current needs and possible personal contingencies and has no need for liquidity of this investment. Purchaser's commitment to illiquid investments is reasonable in relation to his net worth. All other personal financial information provided by Purchaser to the Company is true and correct and if there should be any adverse change in such information prior to the acceptance of his subscription, Purchaser will immediately notify the Company.

viii. **Reliance on Exemptions**. Purchaser understands that the interests in the Company are being offered and sold in reliance on specific exemptions from the registration requirements of federal and state securities laws and that the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein in order to determine the applicability of such exemptions and the suitability of the undersigned to acquire an interest in the Company.

ix. **Indemnification**. Purchaser shall indemnify and hold the Company and its owners, managers and agents harmless from all claims, losses, costs, and expense, including but not limited to reasonable attorneys' fees, that may arise from the inaccuracy of any of the representations, warranties, agreements, acknowledgments and understandings of Purchaser set forth herein.

x. **No Approval**. Purchaser understands that no federal or state agency has passed on, has recommended or has endorsed the merits of an investment in the Company.

xi. **No Registration**. Purchaser understands that interests in the Company have not been registered under the Securities Act of 1933 (the "Act") or any applicable state securities laws by reason of exemptions from the registration requirements of the Act and such laws, and such interests (or any part thereof) may not be sold, transferred or otherwise disposed of in the absence of an effective registration statement under the Act or unless an exemption from such registration is available. The Company is under no obligation to, and has no intention to, register interests in the Company or comply with any exemption from registration so as to permit any resale and has not represented that at some future date an attempt will be made to do so.

xii. **Accredited Investor.** Purchaser is an "accredited investor" within the meaning of Rule 501(a)(4) of Regulation D issued by the Securities and Exchange Commission. Purchaser agrees to furnish any additional information that the Company deems reasonably necessary in order to verify such representation.

xiii. **Financial Forecasts**. Purchaser recognizes that any financial forecasts provided by the Company are by nature highly speculative. The actual operating results of the Company are likely to be very different than those in the financial forecasts.

xiv. **Execution of LLC Agreement.** By signing this Agreement, Purchaser also signs the LLC Agreement.

4. Miscellaneous.

a. Amendments; Waivers. No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the party against whom the operation of such amendment, modification, or waiver is sought to be enforced. No delay in the exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally.

b. Notices. Any notice or document required or permitted to be given under this Agreement may be given by a party or by its legal counsel and shall be deemed to be given (i) one day after the date such notice is deposited with a commercial overnight delivery service with delivery fees paid, or (ii) on the date transmitted by electronic mail with transmission acknowledgment, to the principal business address of the Company, the address of Purchaser set forth below, or such other address or addresses as the parties may designate from time to time by notice satisfactory under this section.

c. Governing Law. This Agreement shall be governed by the internal laws of Delaware without giving effect to the principles of conflicts of laws.

d. Arbitration.

i. Right to Arbitrate Claims. If any kind of legal claim arises between us, either of us will have the right to arbitrate the claim, rather than use the courts. There are only three exceptions to this rule. First, we will not invoke our right to arbitrate a claim you bring in Small Claims Court or an equivalent court, if any, so long as the claim is pending only in that court. Second, we have the right to seek an injunction in court if you violate or threaten to violate your obligations. Third, any claims arising under the LLC Agreement will be handled in the manner provided by the LLC Agreement.

ii. Place of Arbitration; Rules. All arbitration will be conducted in Denver, Colorado unless we agree otherwise in writing in a specific case. All arbitration will be conducted before a single arbitrator in accordance with the rules of the American Arbitration Association.

iii. Appeal of Award. Within thirty (30) days of a final award by the single arbitrator, you or we may appeal the award for reconsideration by a three-arbitrator panel. If you or we appeal, the other party may cross-appeal within thirty (30) days after notice of the appeal. The panel will reconsider all aspects of the initial award that are appealed, including related findings of fact.

iv. Effect of Award. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act, and may be entered as a judgment in any court of competent jurisdiction.

v. No Class Action Claims. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS. No party may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. An award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (i) determine the rights, obligations, or interests of anyone other than a named party, or resolve any claim of anyone other than a named party, or (ii) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this paragraph, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this paragraph shall be determined exclusively by a court and not by the administrator or any arbitrator. If

this paragraph shall be deemed unenforceable, then any proceeding in the nature of a class action shall be handled in court, not in arbitration.

vi. **Signature in Counterparts**. This Agreement may be signed in counterparts, each of which shall be deemed to be a fully-executed original.

vii. **Signature by Facsimile or Email.** An original signature transmitted by facsimile or email shall be deemed to be original for purposes of this Agreement.

viii. **No Third Party Beneficiaries**. Except as otherwise specifically provided in this Agreement, this Agreement is made for the sole benefit of the parties. No other persons shall have any rights or remedies by reason of this Agreement against any of the parties or shall be considered to be third party beneficiaries of this Agreement in any way.

ix. **Binding Effect**. This Agreement shall inure to the benefit of the respective heirs, legal representatives and permitted assigns of each party, and shall be binding upon the heirs, legal representatives, successors and assigns of each party.

x. **Titles and Captions**. All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not deemed a part of the context hereof.

xi. **Pronouns and Plurals**. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

xii. **Days**. Any period of days mandated under this Agreement shall be determined by reference to calendar days, not business days, except that any payments, notices, or other performance falling due on a Saturday, Sunday, or federal government holiday shall be considered timely if paid, given, or performed on the next succeeding business day.

xiii. **Entire Agreement**. This Agreement constitutes the entire agreement among the parties with respect to its subject matter and supersedes all prior agreements and understandings.

[Intentionally Blank – Signatures on Following Page]

In WITNESS WHEROF, the parties hereby execute this Purchase and Subscription Agreement.

Campaign Advanced Media Purchase Fund, LLC
By: CAMP Manager

_____
By: CAMP Manager Date

For Individual Purchasers

_____
Purchaser Signature Date

_____
Purchaser Name

_____
Purchaser Mailing Address

_____
Purchaser Email Address

_____
Purchaser SSN

For Entity Purchasers

_____
Purchaser Signature Date

_____
Purchaser Name

_____
Signatory Name

_____
Purchaser Business Address

_____
Purchaser Email Address

_____
Purchaser EIN

EXHIBIT C

FINANCIAL PROJECTIONS

$5 Million Capitalization

CAMP Fund, LLC Business Model				
Capital				
Class A Common Interests @$100,000	50	5,000,000		
Selling Commissions & Expenses	1.0%	(50,000)		
Net Proceeds Available to Purchase Placements			4,950,000	
Purchase of Placements				
Deposits to Stations	42.50%	(4,548,649)		
Non-refundable Commissions to Media Buyer	3.75%	(401,351)		
Total Paid upon Purchase (from line 5)	46.25%		(4,950,000)	
Contract Price of Purchased Placements			10,702,703	
Average Rise in Prices During Election Cycle	80.0%		8,562,162	
Market Value of Placements at Time of Sale			19,264,865	
Sale of Placements				
% of Placements Sold		50.0%	70.00%	80.0%
Market Value of Placements Sold		9,632,432	13,485,405	15,411,892
Discount below Market Value	20.0%	(1,926,486)	(2,697,081)	(3,082,378)
Gross Sales		7,705,946	10,788,324	12,329,514
Direct Expenses (Cost of Placements Sold)				
Total Payments to Stations	85.0%	(4,548,649)	(6,368,108)	(7,277,838)
Total Commissions to Media Buyer	7.5%	(401,351)	(561,892)	(642,162)
Total Commissions to Customer Consultants	10.0%	(770,595)	(1,078,832)	(1,232,951)
Total Direct Expenses		(5,720,595)	(8,008,832)	(9,152,951)
Gross Profit		1,985,351	2,779,492	3,176,562
Operating Expenses				
Fees to WealthForge (broker/technology)		(20,550)	(20,550)	(20,550)
Fees to CAMP Manager	0.0%	-	-	-
Professional fees (Accounting, Legal, etc.)		(60,000)	(60,000)	(60,000)
Marketing expenses (website, printing, travel, etc.)	0.5%	(53,514)	(53,514)	(53,514)
Total Operating Expenses		(134,064)	(134,064)	(134,064)
Net Profit		1,851,288	2,645,428	3,042,499
Distribution Calculation				
Capital raised		5,000,000	5,000,000	5,000,000
Less Commissions to Brokers		(50,000)	(50,000)	(50,000)
Plus Net Profit (Loss)		1,851,288	2,645,428	3,042,499
Total Funds Available for Distribution		6,801,288	7,595,428	7,992,499
Distributions				
Return of Capital		5,000,000	5,000,000	5,000,000
Funds Available after Return of Capital		1,801,288	2,595,428	2,992,499
Split after Return of Capital				
Distribution to Class A	50.0%	900,644	1,297,714	1,496,249
Distribution to Class B	50.0%	900,644	1,297,714	1,496,249

Return per $100,000 Unit		18,013	25,954	29,925

$10 Million Capitalization

CAMP Fund, LLC Business Model				
Capital				
Class A Common Interests @$100,000	100	10,000,000		
Selling Commissions & Expenses	1.0%	(100,000)		
Net Proceeds Available to Purchase Placements			9,900,000	
Purchase of Placements				
Deposits to Stations	42.50%	(9,097,297)		
Non-refundable Commissions to Media Buyer	3.75%	(802,703)		
Total Paid upon Purchase (from line 5)	46.25%		(9,900,000)	
Contract Price of Purchased Placements			21,405,405	
Average Rise in Prices During Election Cycle	80.0%		17,124,324	
Market Value of Placements at Time of Sale			38,529,730	
Sale of Placements				
% of Placements Sold		50.0%	70.00%	80.0%
Market Value of Placements Sold		19,264,865	26,970,811	30,823,784
Discount below Market Value	20.0%	(3,852,973)	(5,394,162)	(6,164,757)
Gross Sales		15,411,892	21,576,649	24,659,027
Direct Expenses (Cost of Placements Sold)				
Total Payments to Stations	85.0%	(9,097,297)	(12,736,216)	(14,555,676)
Total Commissions to Media Buyer	7.5%	(802,703)	(1,123,784)	(1,284,324)
Total Commissions to Customer Consultants	10.0%	(1,541,189)	(2,157,665)	(2,465,903)
Total Direct Expenses		(11,441,189)	(16,017,665)	(18,305,903)
Gross Profit		3,970,703	5,558,984	6,353,124
Operating Expenses				
Fees to WealthForge (broker/technology)		(22,050)	(22,050)	(22,050)
Fees to CAMP Manager	0.0%	-	-	-
Professional fees (Accounting, Legal, etc.)		(60,000)	(60,000)	(60,000)
Marketing expenses (website, printing, travel, etc.)	0.5%	(107,027)	(107,027)	(107,027)
Total Operating Expenses		(189,077)	(189,077)	(189,077)
Net Profit		3,781,626	5,369,907	6,164,047
Distribution Calculation				
Capital raised		10,000,000	10,000,000	10,000,000
Less Commissions to Brokers		(100,000)	(100,000)	(100,000)
Plus Net Profit (Loss)		3,781,626	5,369,907	6,164,047
Total Funds Available for Distribution		13,681,626	15,269,907	16,064,047
Distributions				
Return of Capital		10,000,000	10,000,000	10,000,000
Funds Available after Return of Capital		3,681,626	5,269,907	6,064,047
Split after Return of Capital				
Distribution to Class A	50.0%	1,840,813	2,634,953	3,032,024
Distribution to Class B	50.0%	1,840,813	2,634,953	3,032,024

Return per $100,000 Unit		18,408	26,350	30,320

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Notes to Financial Projections

Capital

Selling Commissions & Expenses. With some exceptions, WealthForge, as Managing Broker-Dealer will be paid a commission of 1% of the raise. No fees or commissions will be paid to any other broker-dealer.

Purchase of Placements

Deposits to Stations and Non-refundable Commissions to Media Buyer. These lines allocate the total funds available for the purchase of placements between refundable deposits to the stations and non-refundable commissions that the media buyer deducts from the Company's payments to the stations at the time of purchase. Television stations generally give qualified media buyers a discount of 15% below the contract price of a placement. The media buyer collects the full contract price from the client, retains 15% as its commission, and forwards the balance (85%) to the station. If the placement contract requires a deposit or partial payment, the media buyer collects its commission proportionately with the payment of the deposit. Despite that placement contracts are generally cancellable within a few weeks prior to airtime and the deposit returned, the commission portion of the deposit is treated as earned when paid and is not refundable.

The Company has negotiated a reduced commission of 7.5% with its media buyer, R&R Partners, which, in effect, reduces the Company's actual cost of placements to 92.5% of the contract price. (The stations still receive 85% of the contract price but the media buyer receives 7.5% instead of 15%.) The Company reasonably expects to negotiate payment terms with the stations that require a 50% refundable deposit at the time of purchase. Under this scenario, the Company will pay 46.5% of the contract price (50% x 92.5%) at the time of purchase. R&R will retain 3.75% as its non-refundable commission and forward 42.5% to the station.

Average Rise in Prices During Election Cycle. This variable has the greatest impact on performance of any variable in the model. Based on the Company's research and experience, 80% is a reasonable estimate of the average rise in the value of the portfolio by the time of resale.

Sale of Placements

% of Placements Sold. The Company's performing scenario models the sale of 70% of its placements; the high-performing scenario models the sale of 80%. Although 50% is shown, the Company believes that poor market conditions would more likely affect sales price than percentage of placements sold. Conversely, the Company believes it would be impractical to sell the entire inventory at the modeled markup and that 90% is the more likely upper limit. In the interest of being conservative about projections, the 90% scenario is not shown.

Discount below Market Value. The Company will negotiate the discount below market on a case by case basis and strive to minimize the percentage of discount. The 20% variable is the maximum discount that will be offered.

Direct Expenses

Total Payments to Stations. Shows the total payments to television stations for placements that were not cancelled. As described above, the amount is 85% of the contract price of the media sold.

Total Commissions to Media Buyer. Shows the total commissions paid to the media buyer, a portion of which is paid with the deposit at the time of purchase of the placement and the remainder of which is paid with the balance due to the station.

Total Commissions to Customer Consultants. Customer consultants are media buyers for third party political organizations who receive commissions from television stations when they buy placements directly from the stations. The Company's commissions to these consultants remove the incentive for them to deal only with the television stations.

Operating Expenses

Fees to WealthForge. The WealthForge fees on this line are for technology and compliance services that include hosting the CAMP opportunity in its online environment and conducting due diligence for compliance purposes. These fees are in addition to the 1% commission that WealthForge will earn as part of Selling Expenses and Commissions described above.

Fees to Manager. To mitigate risk to investor capital, there are no upfront management fees to burn capital. Manager begins to be compensated for its services only after the first hurdle of 8% is achieved.

Marketing Expenses. Marketing expenses are roughly estimated at half a percent of the contract value of placements purchased. At minimum capitalization levels, marketing expenses will likely be less because managers will sell the placements through existing relationships.