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2021 FEB -8 7:10:08

COVER LETTER

**TO: New Filing Section
Division of Corporations**

SUBJECT: RALLY CAPS THE MOVIE LLC
Name of Limited Liability Company

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Stephen J. Cutler
Name of Person

RALLY CAPS THE MOVIE LLC
Firm/Company

9476 Swansea Lane
Address

West Palm Beach, FL 33411
City/State and Zip Code

scutler_46@yahoo.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Stephen J. Cutler 561 307-9630
at ()
Name of Person Area Code Daytime Telephone Number

Enclosed is a check for the following amount:

- ☐ \$125.00 Filing Fee ☐ \$130.00 Filing Fee & Certificate of Status ☐ \$155.00 Filing Fee & Certified Copy (additional copy is enclosed) ☐ \$160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

Already paid & cleared up

Mailing Address
New Filing Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
New Filing Section Division
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

RALLY CAPS THE MOVIE LLC

(Must contain the words "Limited Liability Company," "L.L.C.," or "LLC.")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

9476 Swansea Lane, West Palm Beach, FL 33411

Mailing Address:

9476 Swansea Lane, West Palm Beach,
Florida 33411

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Stephen J. Cutler

Name

9476 Swansea Lane

Florida street address (P.O. Box **NOT** acceptable)

West Palm Beach

Florida

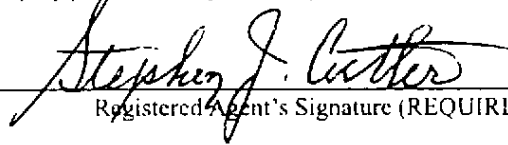
33411

City

State

Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S..



Registered Agent's Signature (REQUIRED)

(CONTINUED)

60:01.4 B-344202

ARTICLE IV-

The name and address of each person authorized to manage and control the Limited Liability Company:

Title:

"AMBR" = Authorized Member

"MGR" = Manager

Name and Address:

MGR _____

Stephen J. Cutler
9476 Swansea Lane
West Palm Beach, FL 33411

MGR _____

Lee Cipolla
5052 Grey Wolf PL
Broomfield, Colorado 80305

(Use attachment if necessary)

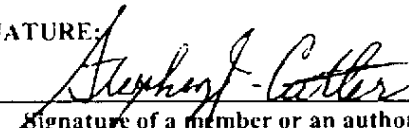
ARTICLE V: Effective date, if other than the date of filing: January 4, 2021. (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

ARTICLE VI: Other provisions, if any.

REQUIRED SIGNATURE:



Signature of a member or an authorized representative of a member.

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes.
I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Stephen J. Cutler

Typed or printed name of signer

Filing Fees:

\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent
\$ 30.00 Certified Copy (Optional)
\$ 5.00 Certificate of Status (Optional)

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

RALLY CAPS THE MOVIE LLC

2021 MAR -3 10:09

THIS OPERATING AGREEMENT (this "Agreement") is made and entered into effective as of January 4, 2021, by and between Stephen J. Cutler ("Cutler") and Lee Cipolla & Katherine Borda d/b/a Crystal Rock Entertainment LLC ("CRE") (Cutler and CRE are sometimes individually referred to herein as a "Member", "Managing Member" or collectively as "Managing Members"). Notwithstanding the foregoing, Katherine Borda shall be identified as a "Member" for the purposes of this Agreement herein.

SECTION 1 LIMITED LIABILITY COMPANY

1.1 Formation. Effective as of November 1, 2020, the Managing Members formed a limited liability company under the name RALLY CAPS THE MOVIE LLC (the "Company") on the terms and conditions contained in this Agreement and pursuant to the Limited Liability Company Act of the State of Florida (the "Act"). The Members agree to file with the appropriate agency within the State of Florida charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the Members are as provided in the Act, except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the Company will be conducted under the name RALLY CAPS THE MOVIE LLC, or such other name upon which the Managing Members may unanimously agree.

1.3 Purpose. The Company is a media company formed to specifically to produce a feature film, based on the book, RALLY CAPS, written by Stephen J. Cutler & Jodi Michelle Cutler (the "Production"). Thereafter, Company's intent is to exploit, license, sell and distribute the completed film in any and all media for which a limited liability company may be formed for such purposes within the State of Florida.

1.4 Principal Business Office. The Company will maintain its principal business office within the State of Florida at the following address: 9476 Swansea Lane, West Palm Beach, Florida 33411 or such other location as may hereafter be determined by the Managing Members.

1.5 Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Florida is 9476 Swansea Lane, West Palm Beach, Florida 33411.

1.6 Term. The term of the Company commences on November 1, 2020 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 Names and Addresses of the Managing Members. The Managing Members' names and addresses are set forth on Schedule "1" attached hereto and incorporated herein by this reference.

1.8 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the Company of new interests in the Company without the prior unanimous written consent of all the Managing Members.

SECTION 2 CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contributions. The Managing Members shall initially contribute to the Company capital as set forth in Schedule "2" attached hereto and incorporated herein by this reference.

2.2 Additional Capital Contributions. No Member shall be obligated to make any additional capital contribution to the Company's capital without the prior unanimous written consent of the Members.

2.3 No Interest on Capital Contributions. Managing Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

SECTION 3 ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Profits/Losses. For financial accounting and tax purposes, the Company's net profit or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule "2" attached hereto (each, a "Percentage Interest"), as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 Distributions. The net cash of the Company available after appropriate provision for expenses and liabilities (as determined by the Manager Member in his sole discretion) ("Available Funds") shall be distributed (i) promptly after the sale, exchange, or transfer of all or substantially all of the Company's assets, and (ii) at such times and such amounts as are determined in the sole discretion between the Managing Members, (Cutler and CRE jointly and in partnership) in the following order of priority:

- (a) 50% to Cutler and 50% to CRE subject to Schedule 2, attached herein; and
- (b) Thereafter, pro-rata to the Managing Members or third-party Investors in accordance with their respective Percentage Interests in the Company.
- (c) Distributions in liquidation of the Company or in liquidation of a Managing Member's interest in the Company shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Managing Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704-1(b)(2)(ii)(d).

3.3 No Right to Demand Return of Capital. No Managing Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Managing Member shall have any drawing account in the Company.

SECTION 4

MEMBERS: LIMITED LIABILITY; EXCULPATION AND INDEMNIFICATION; NOT AGENTS

4.1 Limited Liability. No Member will be personally liable for any debt, obligation, or liability of the Company, whether that debt, obligation, or liability arises in contract, tort, or otherwise. No Managing Member or an officer of the Company (or both) will be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort or otherwise, solely by reason of being the Managing Member of the Company.

4.2 Exculpation. To the fullest extent permitted by applicable law, neither the Managing Members nor any officer, director, employee, agent, or affiliate of any of the foregoing (collectively, the "Covered Persons") shall be liable to the Company or any other person who is bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by any such Covered Person in good faith on behalf of the Company and in a manner reasonable believed to be within the scope of the authority conferred on any such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

4.3 Indemnification. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he/she is or was a Managing Member of the Company, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including reasonable attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Managing Members determine that he/she acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he/she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.4 Managing Members Are Not Agents. No Managing Member acting solely in his/her capacity as a Managing Member, is an agent of the Company nor may any Managing Member in such capacity bind the Company or execute any instrument on behalf of the Company. Nothing in the preceding sentence, however, in any way limits the rights or authority of the Managing Members under this Agreement.

SECTION 5
MANAGEMENT AND CONTROL OF THE COMPANY

5.1 Exclusive Management by the Managing Members. The assets, business, and affairs of the Company will be managed exclusively by the Managing Members (referred to in such role herein as the "Managing Member"), who may make all decisions and perform all acts or activities that he deems necessary or appropriate to the management of the Company's assets, business, and affairs, subject to his rights under this Agreement to delegate certain rights and duties. Without limiting the generality of the foregoing, but subject to Section 5.2 below, the Managing Members shall have all powers which may be necessary or desirable to manage the assets, business, and affairs of the Company, including the rights and authority to do the following on behalf of the Company:

5.1.1 Enter into, execute, and carry out customary contracts as may be necessary or appropriate to the conduct or furtherance of the business of the Company;

5.1.2 Bring and defend legal and administrative actions;

5.1.3 Borrow money from third parties, the Managing Members, or affiliates of the Managing Members for short-term operating needs of the Company on such terms as the Managing Members may deem necessary;

5.1.4 Purchase liability, casualty, and other insurance to protect the property, business, agents, employees and Managing Members;

5.1.5 Execute on behalf of the Company all instruments and documents necessary or desirable, in the business judgment of the Managing Members, to further the business of the Company, including checks, drafts, notes, negotiable instruments, deeds, mortgages, deeds of trust, security agreements, financing statements, guaranties, indemnity agreements, assignments, bills of sale, leases, partnership agreements, operating agreements, and any other instruments or documents;

5.1.6 Employ, retain, and compensate agents, and consultants, independent contractors, accountants, legal counsel, and other professionals to perform services for the Company and to define their respective duty;

5.1.7 Pay for all expenses of the Company and reimburse the Managing Members for all expenses paid by the Managing Members on behalf of the Company; and

5.1.8 Do and perform all other acts as may be necessary or appropriate to the conduct or furtherance of the business of the Company.

5.2 Limitations on Managing Members' Authority. Notwithstanding anything to the contrary contained in this Agreement, the Managing Members through unanimous consent may take any of the following actions:

5.2.1 Amend the Articles of Organization of the Company;

5.2.2 Sell or dispose of all or substantially all of the Company's assets;

5.2.3 Merge the Company with any corporation, limited liability company, partnership, or other entity; or

5.2.4 Dissolve or wind up the Company.

SECTION 6
SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 Organization Expenses. All expenses incurred in connection with the organization of the Company will be paid by the Company subject to mutual approval by the Managing Members.

6.2 Salary. No salary will be paid to a Managing Member for the performance of his/her duties under this Agreement unless the salary has been jointly agreed in writing between the Managing Members.

6.3. Legal and Accounting Services. The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business subject to mutual approval by the Managing Members.

SECTION 7
BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

7.1 Method of Accounting. The Company will use the method of accounting as determined by the Managing Members for financial reporting and tax purposes as required by law.

7.2 Fiscal Year, Taxable Year. The fiscal year and the taxable year of the Company is the calendar year as determined by the Managing Members.

7.3 Capital Accounts. The Company will maintain separate capital and distribution accounts for the Managing Members on a cumulative basis in accordance with federal income tax accounting purposes. Each Managing Member's capital account shall be determined and maintained in the manner set forth in U.S. Department of Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his/her initial capital contribution increased by (i) any additional capital contribution made by him/her, and (ii) credit balances transferred from his/her distribution account to his/her capital account, and decreased by (i) distributions to him/her in reduction of Company capital, and (ii) the Managing Member's share of Company losses if charged to his/her capital account.

7.4 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by the Managing Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8
TRANSFERS

If at any time a Managing Member proposes to sell, assign or otherwise dispose of all or any part of his/her interest in the Company, such Managing Member shall first make a written offer to sell such

interest to the other Members at a price determined by mutual agreement. If the other Managing Member declines or fails to elect such interest within 30 days, and if the sale or assignment is made and the Managing Members fail to approve this sale or assignment unanimously, then, pursuant to applicable law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which the Member would otherwise be entitled.

SECTION 9 DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 Dissolution. The Company will be dissolved on the happening of any of the following events:

9.1.1 The sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Managing Members;

9.1.3 By operation of law; or

9.1.4 Upon the death, incompetence, expulsion, or bankruptcy of a Managing Member, or the occurrence of any event that terminates the continued membership of a Managing Member in the Company, then the remaining Member, within 120 days after the date of the event, may elect to continue the business of the Company.

9.2 Winding Up. On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 above, and the Managing Member's capital accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Managing Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Managing Members; and

9.2.3 To Managing Members in the amount of their respective adjusted capital account balances on the date of distribution.

9.2.4 In the event of Managing Member, Stephen J. Cutler's death, *Jodi Michelle Cutler* will automatically become a Managing Member and shall be subject to all the obligations, liabilities, terms and conditions of this Agreement.

9.2.5 With regard to the copyright registration and ownership of "RALLY CAPS," The Book, Jodi Michelle Cutler, co-author and co-owner, will now own 100% of all copyrights including rights to the film and in accordance with this "Agreement" between Lee Cipolla and Stephen Cutler.

9.2.6 With regard to the "Revenue Share" from RALLY CAPS: The MOVIE," it will be divided as follows:

- a. The profit percentage was contractually agreed upon by Lee Cipolla, Director, and Stephen Cutler, Executive Producer. Stephen's share was then divided between

Stephen and Jodi Michelle Cutler, 50/50, as co-authors of the book, RALLY CAPS. Therefore, as an example, Lee Cipolla would receive 50% and Stephen Cutler and Jodi Michelle Cutler would receive 25% each = 100%, unless changes occurred due to additional investors that would alter the total percentages; regardless Stephen Cutler and Jodi Michelle Cutler split their share 50/50 and receive 25% each.

- b. In accordance with the terms of Cutler's Last Will and Testament and in the event of Stephen Cutler's death, Stephen's 25% shall be divided equally between Jodi Michelle Cutler and Nicky Cutler. In essence, Jodi Michelle Cutler will now receive 37.5% and Nicky Cutler will receive 12.5% of Net Profits from the film.

SECTION 10 GENERAL PROVISIONS

10.1 Amendments. Amendments to this Agreement may be proposed by any Managing Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval/consent of all Managing Members.

10.2 Governing Law. This Agreement and the rights and obligations of the Members are governed by and interpreted in accordance with the laws of the State of Florida (without regard to principles of conflicts of law).

10.3 Entire Agreement; Modification. This Agreement constitutes the entire understanding and Agreement between the Managing Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the Managing Members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Managing Member unless in writing and signed by all of the Managing Members.

10.4 Further Effect. The Managing Members agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.5 Severability. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the Managing Members as evidenced by the terms of this Agreement.

10.6 Binding Agreement. Notwithstanding any other provision of this Agreement, the Managing Members agree that this Agreement constitutes a legal, valid and binding agreement of the Managing Member, and is enforceable against the Managing Members in accordance with its terms.

10.7 Notices. All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid,

Initials: SC LC KB

directed to the addresses first shown above for each Managing Member or to such other addresses as a Managing Member may specify by notice given in conformance with these provisions to the other Managing Members.


10.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement, and all of which together shall constitute one and the same instrument.

ACCEPTED AND AGREED TO:

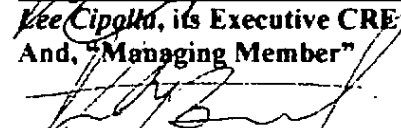

Stephen J. Sculler, "Managing Member"

Date: 3/8/21
Email: sculler 46@yahoo.com
Phone: 561-307-9630

And, *CrystalRock Entertainment LLC*


Lee Cipolla, its Executive CRE
And, "Managing Member"

Date: 3/8/21
Email: leecipolla@gmail.com
Phone: 786-385-2883


Katherine Borda, its Executive CRE
And, "Member"

Date: 3/8/21
Email: Katherineborda@gmail.com
Phone: 305-283-8220

SCHEDULE "I"

MEMBERS

NAME / ADDRESS:

Stephen J. Cutler
9476 Swansea Lane
West Palm Beach, FL 33411
Scutler_46@yahoo.com

And,

CrystalRock Entertainment LLC
725 NW 105 PL
Miami, FL 33172
www.crystalrockentertainment.com

Lee Cipolla (Executive CRE)
786.385.2883
leecipolla@gmail.com

Katherine Borda (Executive CRE)
305.283.8220
katherineborda@gmail.com

SCHEDULE "2"
CAPITAL CONTRIBUTIONS/REVENUE SPLIT – Production

1. Subject to the Managing Members and Investors contribution/funding for the Production, RALLY CAPS, the Managing Members agree to the following Net Revenue Split based on one of the following circumstances listed in Paragraphs 1-4. *Net Revenue* shall be defined as the total Gross Revenue generated from the sale, distribution, licensing, sub-licensing, sub-distribution, merchandising, etc. and all other forms of revenue generated from the Production minus actual out-of-pocket costs (including the Production budget/cost) etc. ("Net Revenue"). In the event of a dispute, Managing Members shall negotiate in good faith to come to a mutual decision.
2. If Cutler invests \$50,000 and CRE invests \$15,000 in the Production, then the "Net Revenue Split" would be assessed at fifty percent (50%) for Cutler and fifty percent (50%) for CRE. In the event there isn't any net profit, then Cutler and CRE agree to split the "Gross Revenue" seventy-five percent (75%) to Cutler and twenty-five percent (25%) to CRE.
3. If Cutler invests \$50,000 and CRE invests \$15,000; and a third party invests a minimum of \$25,000 (the "Investor") in RALLY CAPS THE MOVIE LLC, then the Net Revenue Split would be assessed at fifty percent (50%) for Cutler; forty percent (40%) for CRE; and ten percent (10%) for the Investor. Cutler and CRE shall discuss in good faith, the percentage awarded to the Investor based on the Investor's capital contribution. Investor's percentages shall reduce CRE's revenue percentage and Cutler's percentage shall remain at fifty percent (50%) at minimum.
4. In the event the Production requires further funding and either Cutler or CRE increase their investment in \$5K increments, then it would increase that Managing Member's Net Revenue split by 2.5% and the other Managing Member's share would decrease by 2.5%.
5. If a major third-party Investor funds or sponsors a major percentage of the total production budget thereby reducing CRE's and Cutler's contributions, then (i) CRE and Cutler shall negotiate in good faith to determine the Investor's Net Revenue Split; and (ii) CRE and Cutler shall split the remaining Net Revenue Split on a 50/50 basis.
6. Members' and Investor's recoupment of their initial investment shall be made in the following order: (i) First, Investor's investment; (ii) Second, Cutler's investment, (iii) Third, CRE's investment; and (iv) the distribution of the Net Revenue Split amongst the Managing Members (50%/50%). Notwithstanding the foregoing, any equity raised through sponsorships, donations or through crowd funding does not affect or change the Net Revenue split in the above scenarios.
7. Production Credits: Final credits shall be determined upon completion of principal photography; however, the Managing Members shall receive credits substantially equal to the following:
 - a. Stephen Cutler – "Executive Producer", "Producer"; along with a credit, "Based on the book, RALLY CAPS, Written by Stephen Cutler & Jodi Michelle Cutler"

- b. Lee Cipolla – “Director”, “Producer”, “Screenplay By” or “Written By”; and or “Edited By” credit.
8. Cutler shall be the sole copyright owner of the Screenplay and RALLY CAPS THE MOVIE LLC (as any other general expense) will be responsible for copyright registration. RALLY CAPS THE MOVIE LLC will be the copyright holder of the film/Production and will also be responsible for registering the US copyright of the film following completion of production.
 9. In the event that the Managing Members part ways and do not produce RALLY CAPS together, the parties shall negotiate in good faith the profit-sharing percentage to be split between the Managing Members.
 10. If Cutler produces RALLY CAPS (based on Cipolla’s screenplay) with a third party, then Cutler agrees to compensate Cipolla with (i) a writer’s fee to be negotiated in good faith; and (ii) either a “Screenplay by Lee Cipolla” or “Written by Lee Cipolla” credit on the film.
 11. All other matters relating to the Production shall be negotiated and discussed in good faith and determined through mutual agreement.

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 28, 2021

STEPHEN J. CUTLER
9476 SWANSEA LANE
WEST PALM BEACH, FL 33411

SUBJECT: RALLY CAPS LLC.
Ref. Number: W21000027922

We have received your document for RALLY CAPS LLC. and your check(s) totaling \$160.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity.

Please select a new name and make the correction in all the appropriate places. One or more words may be added to make the name distinguishable from the one presently on file. A search for name availability can be made on the Internet through the Division's records at www.sunbiz.org.

Please note the name of a limited liability company must contain the words "Limited Liability Company," the abbreviation "L.L.C.", or the designation "LLC". The following suffixes are no longer acceptable: "Limited Company," "L.C.," "LC.," "Ltd.," and "Co."

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

James G Harris
Regulatory Specialist II

Letter Number: 321A00004320