

Promotional and Community Event Grant Application

McKinney Community Development Corporation FY 2026

MCDC Mission

Staying true to voter intent, we work proactively, in partnership with others, to promote and fund community, cultural, and economic development projects that maintain and enhance the quality of life in McKinney.

Important Information

- Please read the McKinney Community Development Corporation [Grant Guidelines](#) before completing this application.
- The Grant Guidelines are available at [McKinneyCDC.org](#) or by emailing Info@McKinneyCDC.org.
- If you are interested in a preliminary review of your grant request or event idea, please [complete and submit the online Letter of Inquiry](#).
- **Applications must be submitted via online form and must be submitted no later than 5 p.m. on the deadline date.**

All applicants must submit a complete application with the following attachments and required information as detailed throughout the application to ensure Board consideration for funding.

- Detailed event description
 - Comprehensive narrative that includes event mission, goals, planning and execution timeline;
 - Planned activities pre-event and during event;
 - History of past or similar events;
 - Event budget (fundraising goals, projected revenue, funding sources);
 - Ticket price(s). (At least one category of ticket must be \$35 or under.)
 - Safety/security plan, parking/traffic management plan, weather contingency, event staffing plan.
- Target audience – Please include data from previous events if available.
 - Attendance projections (include how your calculations were made);
 - Target audience including demographics (families, young adults, seniors, all ages, ethnicity) as well as diversity of interests (arts, culture, recreation, sports, shopping, etc.);
 - Geographic reach (goal for attendees from outside of McKinney, estimated travel distance).
- Community and economic impact
 - Describe how your event will showcase McKinney for tourism and economic development for residents and visitors (shopping and dining in McKinney, hotel stays, participation in other McKinney activities).
- Marketing and promotional plan

Detailed and itemized plan and promotional budget - include strategies and channels (print ads, press releases, digital ads, social media, radio, posters, flyers, yard signs, articles, etc.);

- Social media followship and website data if available.
- Financial viability of organization (Please provide the following documentation)
 - Verification of organization's status (IRS letter of determination, W9);
 - Most recent two years of financial statements including organization's budget and profit/loss statements (audited preferred or written explanation if audit not available);

Promotional and Community Event Grant Calendar

To ensure timely and effective use of promotional grant funds, we recommend event(s) are scheduled to occur at least 4-6 months after the award notification date(s).

Cycle I

- Application Deadline: Nov. 28, 2025
- Presentation to MCDC Board: Dec. 18, 2025
- Board Vote and Award Notification: Jan. 22, 2026

Cycle II

- Application Deadline: May 30, 2026
- Presentation to MCDC Board: June 25, 2026
- Board Vote and Award Notification: July 23, 2026

Organization Name	25 Revolutions, LLC
CEO / Executive Director	Joshua Jones, Member Manager
Federal Tax I.D.	87-1823485
Incorporation Date	Thursday, June 10, 2021
Mailing Address	1027 Glen Cove Dr., - Richardson, TX, 75080-3917
Phone Number	(214) 213-0008
Email	joshua@khyi.com
Website	https://www.tmrmovie.com/
Social Media	https://www.facebook.com/TMRmovie , https://www.instagram.com/tmr.movie/ NA, NA

Please provide a detailed narrative about your organization including year established, mission, goals, scope of services, staff, successes, contribution to community, etc.

Established in 2021, we are an LLC formed to produce and distribute a documentary feature film titled Texas Music Revolution, about the McKinney-based music festival of the same name in its historic 25th year.

The LLC consists of two partners: Joshua Jones, General Manager of KHYI-95.3 FM and a producer and subject of the film; and Troy Paff, Filmmaker/Cinematographer at Cuyahoga Productions and director/producer of the film.

The documentary was shot on speculation and short notice in McKinney in spring-summer 2021 without the typical time afforded to raise pre-production or production financing.

Initial filming was funded by the filmmakers themselves in the way of providing film production gear and rentals, transportation, air travel, meals, lodging, insurance, time, and additional film crew salaries. These expenses have been carried over to the film's operating budget.

At the conclusion of production, the resulting quality of the footage (in terms of story, characters, location, and production value) was deemed worthy of finishing and packaging as a feature film enterprise with the goal of 1) fundraising for the past and future costs of film completion, 2) qualifying for and screening at international film festivals and assessing greater market potential

A majority of necessary fundraising was achieved in 2022-2023, followed by a successful year of film festival screenings throughout 2024, such as the Woodstock Film Festival, the Catalina Film Festival, the Dallas International Film Festival, and many others, often with prominent musicians/cast in attendance. The world premiere and opening film at the Woodstock Film Festival featured an introduction and music performance by actor and musician Kiefer Sutherland.

It is noteworthy that, as an independent feature film, Texas Music Revolution was produced without the involvement of the Hollywood studio system. All finances have been raised by the filmmakers in partnership with private investors and community stake holders. Recognizing the purpose and benefit of such a film that depicts the beauty and culture of McKinney, the McKinney Community Development Corporation was itself a backer in 2021. Its logo is present in the closing credits of the film.

We are proud to have achieved our stated goal of not only finishing our film, but also the honor of winning several awards and generating positive discussion about the festival and the destination of McKinney, Texas. As evidenced in the Q&A sessions and media events conducted in support of the screenings, it has been apparent from filmgoers that McKinney and TMR is a subject of positive regard: While those with roots in Texas speak glowingly with a sense of pride and nostalgia, those that have never been proclaim their desire to visit and one day partake in the charm of downtown McKinney.

Following is a list of film festival markets where such a reception has been universal:

Woodstock Film Festival, NY
Dallas International Film Festival, TX
Catalina Film Festival, Los Angeles CA
Idyllwild International Festival of Cinema, CA
Florida Film Festival, Orlando FL
DOCUTAH International Film Festival, St. George UT
American Documentary and Animation Film Festival, Palm Springs CA
Waco Independent Film Festival, Texas
The Billy the Kid Film Festival, Hico TX
Flatland Film Festival, Lubbock TX
SOUND On SCREEN Music Film Festival, Cape Town, South Africa
Santa Fe International Film Festival, New Mexico
Santa Fe Film Festival, New Mexico
REEL East Texas Film Festival, Kilgore
Omaha Film Festival, Nebraska
Lonely Seal International Film, Screenplay and Music Festival, Boston MA

In its depiction of a quality of life characterized by cultural expression, historical relevance, and a thriving commercial center, it's become clear that a film like Texas Music Revolution is the best kind of marketing testimonial a destination town like McKinney could ask for.

In as much as the MCDC has already taken their initial stake in our original goal of completion, we are delighted to reciprocate with our own contribution to the community, businesses, and legacy of downtown McKinney.

Now, after four years since MCDC's original contribution, we are excited to announce some incredible news: That we've earned the rare invitation that only the select few of independent films ever receive: to roll out the film commercially with a theatrical release, followed by streaming, as well as airline and broadcast distribution.

This opportunity has been offered by Monkey Wrench Films, a credentialed distributor whose business model suggests that our film is capable of a meaningful run. This kind of release would ensure that Texas Music Revolution is made available to audiences around the world, forever. The kind of traction that our film, its musicians, and the the city of McKinney could receive is infinite.

This scope of this kind of distribution is the greatest any independent filmmaker could hope for. It is an uncommon opportunity, but with that opportunity comes the necessary costs of generating the maximum elements known as "deliverables."

Deliverables are varied, but they are required by theater venues, streamers, and agencies to promote the film in diverse markets. This will necessitate the financing of upgraded costs such as foreign language subtitles, increased music and IP licensing, insurance, legal, accounting, and a long checklist of additional art and design materials to package with the film for ancillary marketing and promotion on an international scale.

It is this expansion of our film's potential that we now seek additional participation from the MCDC.

Select One	For-Profit Corporation
Is the representative information same as above?	Yes
Is the contact for communications between MCDC and the organization same as above?	No
Contact for Communications Between MCDC and Organization	Troy Paff
Address	417 Ranchitos Rd, - Taos, NM, 87571
Phone Number	(505) 506-1523
Email	troy@cuyahogaproductions.com
Total Amount Requested	\$15,000
Are matching funds available?	No

Have you received or will funding be requested from any other City of McKinney entity (e.g. Visit McKinney, Arts Commission, City of McKinney Community Support Grant)?

Yes

Provide name of City of McKinney entity funding source and amount.

Visit McKinney, \$2750

If applicable, please indicate the name of the events, year(s) and amount(s) of MCDC funding received in the past five years.

Texas Music Revolution (post production/marketing), 2022, \$9500

Information about the promotional / community event for which you are seeking funding.

Date(s) of Event

Q2, Q3, Q4, 2026 +

Location(s)

Theatrical: Texas, Oklahoma, California, New Mexico, more states TBD; Streaming: International

Ticket Prices

Theatrical:

\$14-\$16.50 (General adult movie ticket prices)

\$11-13 (General matinee ticket prices)

Digital/streaming:

\$5.99-\$9.99 (Typical for standard digital rentals for most new releases on platforms like Amazon Prime Video, Apple TV, Google Play Movies, Vudu)

Is this the first time for this event?

Yes

How does event showcase McKinney for tourism and/or business development?

In our feature film telling the story of the Texas Music Revolution music festival and its first year in McKinney, the historic downtown area becomes a featured character in its own right. The filming of McKinney depicts a quality of life characterized by a rich cultural expression, historical relevance, and a thriving commercial center.

Filling out this picturesque locale are the artists, musicians, businesses, business owners, civil servants, citizens and festival goers who embody the charm of McKinney as a destination not only for tourism, but as a desirable place to live, work, and invest.

As feedback from film festival audience members often suggests, after watching TMR viewers want to "check this place out."

As dozens of screenings have so far made evident, the Texas Music Revolution film is a kind of living postcard of McKinney which delivers a tangible effect of serving as an organic promotional tool of the locale: the atmosphere, reputation, and intrigue as a tourist destination and place to make home.

Does the event support a non-profit (other than applicant)?

No

What percentage of revenue will be donated (indicate gross or net)?

NA

Expected total attendance and how calculations were made.

This range will vary widely (dependent on number of bookings,

critical reviews, and word of mouth) that it is impossible to estimate.

Expected percentage of attendees coming from outside of McKinney. 99.99%

Total attendance from previous event(s) (if applicable)

Geographic Reach (estimated travel distance) Infinite; Reach will be limited by international territories that acquire the film, which for streaming is international, in perpetuity.

Describe the TARGET AUDIENCE to include:

- Demographics (i.e. families, young adults, seniors, all ages, ethnic diversity)
- Diversity of interests (i.e. arts, culture, recreation, sports, shopping, etc.)

Demographics that TMR has shown an appeal to in film festival environments includes music lovers of all ages, country music fans, Texas music fans, Americana music fans, Texas rock-n-roll fans, festival goers, Texas natives, Dallas metro natives, documentary fans, and enthusiasts of cowboy and western culture. (Anecdotally, Texas pride runs deep where the young western hipster is just as engaged for Charley Crockett as the senior with a nostalgia for the old days is for Ray Wylie Hubbard and Waylon & Willie.)

FINANCIAL GOALS FOR EVENT OF PROMOTIONAL / COMMUNITY EVENT

Gross Revenue	\$1,000,000
Projected Expenses	\$715,660
Net Revenue	\$284,340

Please provide funding sources and dollar amounts associated with each of the following.

Sponsorship Revenue	\$12,250 (MCDC, Visit McKinney)
Registration Fees	0
Donations	0
Other (raffle, auction, etc.)	0
Net Revenue	\$12,250

Metrics to evaluate success of event. Outline the metrics that will be used to evaluate success of the proposed event (attendance, reach from across targeted audiences, funds raised, tickets sold, etc). If funding is awarded, a final report will be required summarizing success in achieving objectives outlined for the event.

- 1) Theatrical ticket sales by venue/city/state (movie theater revenue)
- 2) Digital sales by streamer/territory (SVOD rental revenue, number of SVOD streams, number of AVOD streams, number of Airline streams/carrier)

Provide a comprehensive narrative that includes:

Mission, goals, planning and execution timeline

- Planned activities (pre-event and during event)
- History of past or similar events
- Safety/security plan, parking/traffic management plan, weather contingency, event staffing plan

Mission:

Our mission is to release our film, Texas Music Revolution, out into the world where it can be experienced by the maximum number of people possible. We are incredibly fortunate to have a film product deemed worthy of a theatrical release followed by a lifetime of streaming on digital platforms, but with this opportunity comes the challenge of another round of financial hurdles that we must overcome.

Goals:

- Partner with MCDC in as meaningful a way as possible to further the interests of both parties. The requested grant monies of \$15,000 is an amount commensurate with "producer" equivalence, where the MCDC logo could be included at the opening of the film in addition to the end credits (as is currently the case.) Logo inclusion in the film's trailer can be achieved only as digital streamers allow. A subscription agreement is included in the application to better understand the investment structure of our LLC.
- Raise the additional funds needed to upgrade our IP clearances from "one year, film festival only" to the grandest ask of all: "All markets in perpetuity, including theatrical."
- Upgrade Errors and Omissions insurance policy to accommodate a full release
- Raise funds necessary to create contractual delivery requirements necessary for our distributor, Monkey Wrench Films, to book theater venues and contracts with digital streamers. These "deliverables" include a theatrical trailer in varying lengths; key art generated in various formats and styles to streamer specifications including poster/one sheets and print and social media ads; subtitles in Latin American Spanish, French, and Closed Captioning for the Hearing Impaired; and the generation of film master files in 4K 5.1, 4K stereo, HD 5.1, HD stereo, with technical supervision and QC services required of all master versions, as well as the creation of a DCP file necessary for theatrical projection.
- Deliver the film as contracted with Monkey Wrench Films
- Support Monkey Wrench films in their pre-release marketing period leading up to the theatrical release
- Enter a revenue stream with a theatrical release in as many theaters as possible
- Continue revenue stream by contracting strategically with as many streamers as possible
- Pay back investors who have supported the film

Planning:

While the film completed its initial obligation of film festival release in 2024, to satisfy the requirements of a new theatrical and streaming contract we must upgrade deliverables as indicated above. We are currently raising the funds necessary for that upgrade, and completing deliverables as funds allow. The timeline for the completion of deliverables is earmarked for January 2026, with marketing and booking of theatrical venues to begin immediately after and through Q1 2025. Theatrical screenings are projected to begin in Q2 2025 for 4-6 weeks, with streaming to commence in Q3 and continue indefinitely.

Planned Activities:

This will be determined by Monkey Wrench Films as bookings and streaming releases are secured. However we have identified an opportunity this June at the 30th Texas Music Revolution music festival in McKinney to promote the release of the film, with the potential of conducting a screening at TMR, perhaps in conjunction with a cast and crew event, TBD.

History of Similar Events:

Texas Music Revolution has had several private screenings in McKinney, as well as a pair of test screenings open to passholders at TMR 28. These were conducted at the McKinney Performing Arts Center, where some of the film was shot. The screenings were not promoted or advertised, but nonetheless attracted a good crowd who were very supportive of the film.

From September 2023 to September 2024 TMR screened at 17 film festivals in the US and South Africa. It was nominated for seven awards and won four, including best documentary, best director, and best live/event focused documentary. It opened the Woodstock Film Festival with Kiefer Sutherland in attendance, who also performed after the screening. TMR enjoyed its Texas premiere with a full house at the historic Texas Theatre as part of the Dallas International Film Festival, with Joshua Ray Walker performing a live set. While TMR is consistently given high marks by attendees, it is particularly

appreciated in Texas!

Security, Traffic, Weather, Staffing, etc:
As we are not a live public event but a feature film, these logistics don't particularly apply--unless a special event is later planned in conjunction with a theatrical rollout. In such a case that would likely be folded into TMR 30, which would be already set up for such logistics.

Describe how your event will showcase McKinney for tourism and economic development for residents and visitors (shopping and dining in McKinney, hotel stays, participation in other McKinney activities, etc.)

As any viewer would attest, Texas Music Revolution features McKinney as a character in the film. As the setting for our story, the audience is given an immersive tour of the historic downtown area.

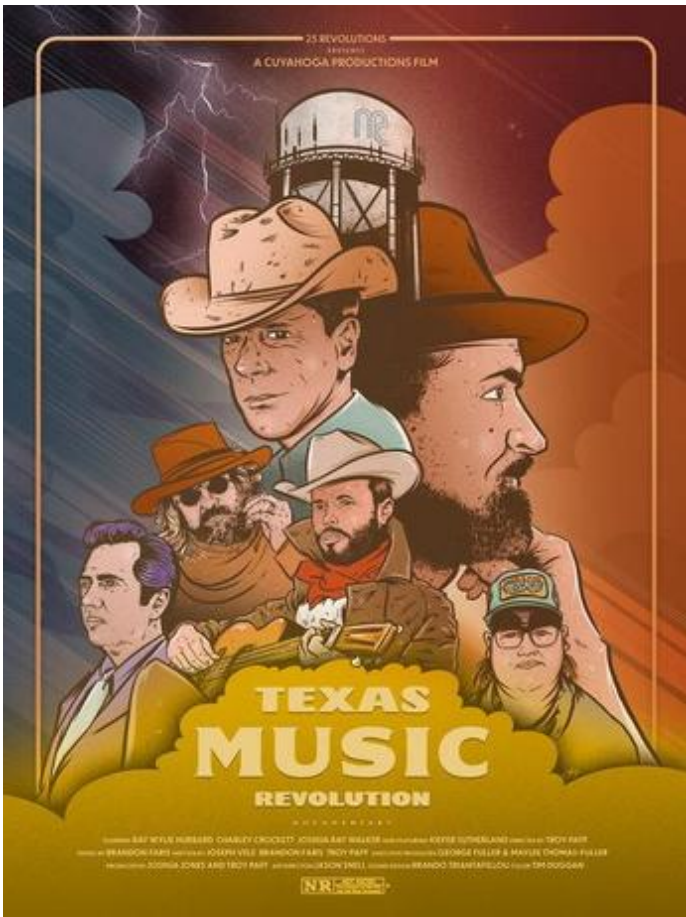
In terms of flattering A-roll and B-roll, the film features beauty shots of historic architecture, restaurants, storefronts, copious signage of McKinney including the iconic water tower and downtown's neon signage, and gorgeous day-to-night photography. The camera takes us inside the McKinney Performing Arts Center, aka the old county courthouse, which is a bookable location for past and future film location work. There are also epic aerial shots of streetscapes and the horizons that center McKinney as an oasis of culture within the Texas sprawl. These lush images are reinforced by the personal testimony of interviewees who describe McKinney with love and admiration.

The production value of shooting in such a place is obvious. Being portrayed on screen in such a flattering way in fact serves as inspiration to visit for the many audience members we have spoken to at film festivals. People want to visit McKinney, buy a cowboy hat and some boots, and hear some music after seeing Texas Music Revolution.

Provide a detailed and itemized promotional plan and budget for the event(s). Plan should include promotional channels (print ads including publication names, social media, radio, posters, flyers, yard signs, etc.)

Promotional Channel	Budget
New theatrical trailer creation (2 minutes)	\$4,000
Social Media Paid Ads	\$6,000
Publicist	\$8,000
Revised Key Art/Theatrical Poster Art	\$2,500
Talent Travel to Key Theatrical Premiere Events	\$3,000
Regional radio ad buys	\$15,000
Regional flyers/postcards/poster distribution	\$5,000
Regional print ad buys (ie. Dallas Observer)	\$5,000

Event Marketing Plan and Budget
Attachment





On the rd again · 83w



Thank you @d_magazine and our good pal @jamesfaustdallasfilm for mentioning us in print & podcast as part of their @wearediffdallas preview.



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A Rollicking DIFF Preview With James Faust

With more than 140 films to talk about, of course this podcast started with talk about cats and bad backs and Texas Tech.

By Matt Goodman | April 23, 2024 | 9:00 am



Faust is the artistic director of the Dallas International Film Festival.



James Faust has spent the last year watching 400 features and short films, which narrowed into the still-ambitious 145 films that will run from A

Unlikely Allies is another documentary that explores how Charles Koch and far-right U.S. Sen. Mike Lee, R-Utah, teamed with Democratic Sen. Cory Booker as well as Alicia Keys, Van Jones, and Saop Dogg to pass landmark legislation that reformed the country's criminal justice system. [April 27 at 2 p.m.](#) [April 28 at 9:45 p.m.](#)

You'll want to park it at the Texas Theatre on the afternoon and evening of Saturday, April 27. *Texas Music Revolution* kicks things off at 4 p.m., which chronicles a beloved country music festival in McKinney. The documentary *Restards of Soul*, about the band of the same name, bookends the day with p.m. screening. [Head here for more information.](#)

The Devil Don't Hurt is Viggo Mortensen's violent Western, which is having its U.S. premiere at DIFF at 4:30 p.m. on April 27. A companion piece, of sorts, is *Harsh Treatment*, which Faust describes as a "bumbling violent Western." That one screens on April 26 at 9:45 p.m. and April 30 at 9:30 p.m.

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ARTS & CULTURE NEWS | FILM AND TV

LOCAL MUSIC

Texas Music Revolution To Have Texas Premiere at Dallas International Film Festival

The documentary, which follows the 25th anniversary of the long-running McKinney country music festival, will be screened at The Texas Theatre on April 27.

By Carly May Gravley | April 8, 2024



What happens when a music festival gets rained out? You'll have to see the movie to find out. Chris Sipko





richard-eeds-show-october-18-2023-32

Richard Eeds Show – OCTOBER 18, 2023

RELATED CONTENT

CLICK TO LISTEN

The Richard Eeds Show - October 18, 2023

Small text: This document may contain links to the "Texas Music Revolution" documentary, an independent film project under production in Texas. It is not affiliated with the Texas Music Revolution project. It is not affiliated with the Texas Music Revolution project.

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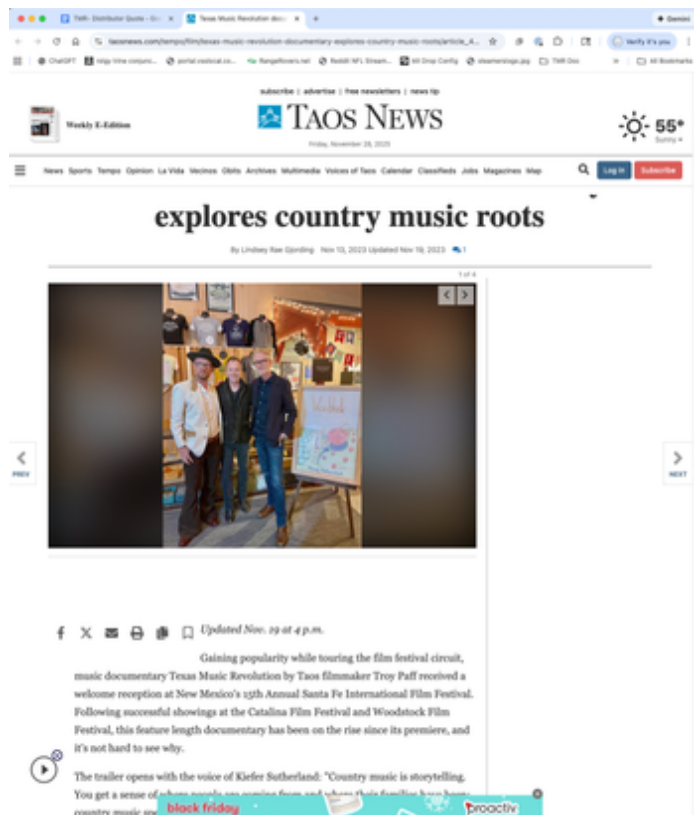
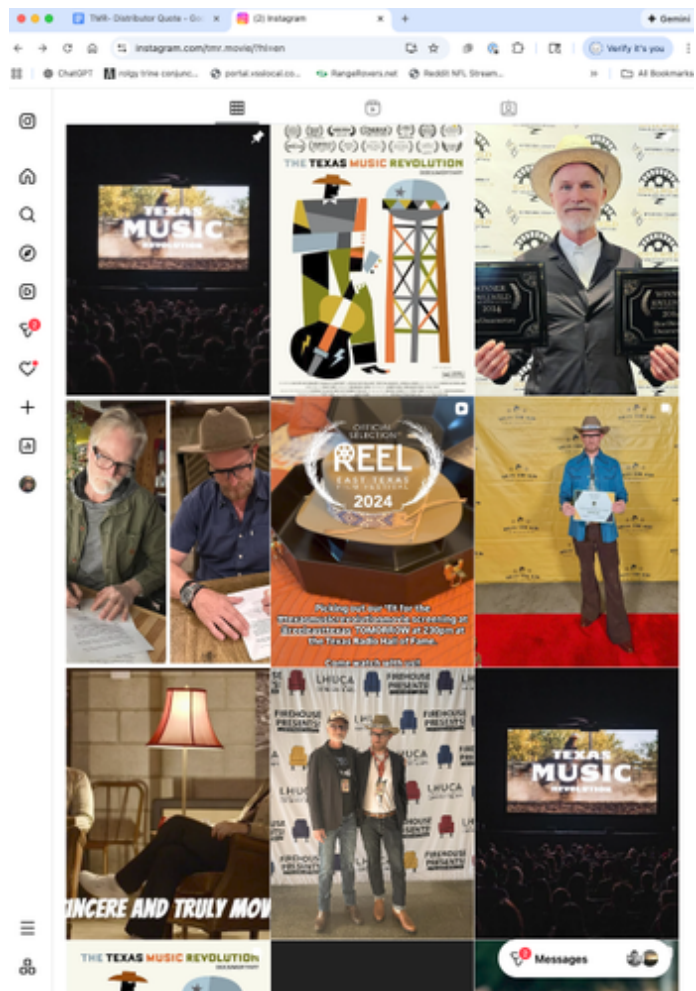
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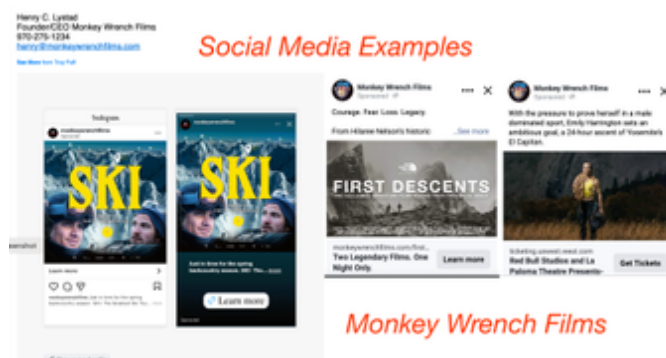
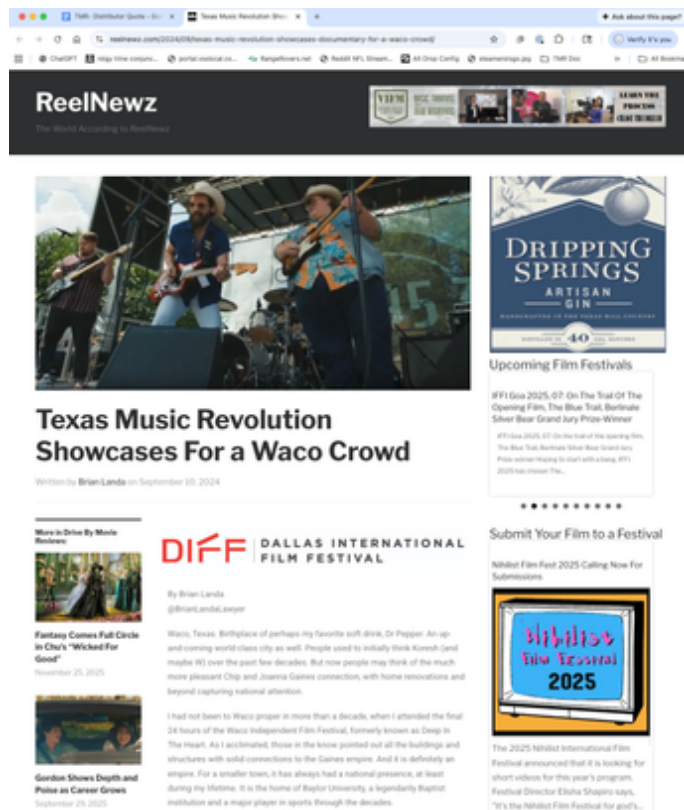
On the rd again 84w

Live on the air on @953therange this morning with @jamesfaustdallasfilm from @wearediffdallas to promote the #texasmusicrevolutiondocumentary Texas premiere coming up!!

DIFF2024.EVENTIVE.ORG

Reply to tmr.movie...






[Marketing Plan_Budget.pdf](#)

Total Promotional Budget

\$48,500

Does your marketing plan include components specifically designed to promote your event(s) within the ethnically diverse communities that call McKinney home? Please share details.

Promotional efforts will be maximized in McKinney as the film would be viewed ideally as a regional asset and expression of civic pride. Advice from and partnering with the city and MCDC to maximizimize involvement within all diverse communities would be welcomed!

What percentage of the total marketing budget does the grant represent?

31%

Marketing lessons learned from past events (if applicable).

Until recently we have not had the benefit of a distributor partner to conduct a legitimate marketing plan. However we have learned a lot from our year-long film festival run in 2024, notably from limitations.

We've learned that promotion of a single screening at a film festival has a limited ROI on account of festival scheduling that is not always practical to the public and one's ideal market. Having a film available on digital platforms maximizes market availability and flexibility.

We've learned that grassroots marketing is vital to spread the word about event screenings to raise awareness and maximize attendance. Posters, flyers, and postcards are effective ways to disseminate our visual brand and product. We intend to canvas cultural nodes in our booked markets with such materials. Location examples: music venues, coffee houses, shopping centers, entertainment events, etc.

We've learned that word of mouth and effective use of social media are vital to promote screenings. We have prominent musicians in our film that can provide leverage with reposts of an effective social media campaign, as well as live announcements at their their shows.

We've learned that press and media opportunities such as radio interviews are effective ways to promote screenings and the film in general. Regional public radio interviews in Santa Fe resulted in an increase of attendees at the 2024 Santa Fe International Film Festival, for instance.

We've learned that in 2025 theatrical attendance per capita is not as popular as it was in the days before the digital platforms revolutionized the way media content is consumed. Far more people are now watching movies at home on the streamers of their choice. HOWEVER there remains a particular value in screening in traditional movie theaters, not the least of which is a validation that a film is of a certain standard of quality that legitimizes it in the eyes of the public. This is why a theatrical release makes eligible a film for requisite awards nominations such as the academy awards, golden globes, etc. Additionally, this is an opportunity for a film to garner reviews from the press which can provide historical credibility and future word of mouth. The result of this coverage is a plus for branding that offers a higher probability of success on streaming.

If applicable, please include examples of past marketing efforts (screen shots of ads, posters, social posts, radio text, etc.)

This cell does not appear to accept attachments or uploads, so I will include examples in the Event Marketing Plan section above.

Additional details related to marketing efforts.

A word from our distributor, Henry Lystad, the CEO of Monkey Wrench Films:

Monkey Wrench Films is honored to be the worldwide distributor of the Texas Music Revolution documentary. We are pleased to outline our distribution plan and goals below, and excited to move on to the public screening phase of the film's life in Q2 2026. With interest from national chains such as Alamo Drafthouse and AMC, and with additional prospects being pursued with regional chains throughout North America, we hope to see TMR screened in over 50 markets, bringing much-deserved attention to the beautiful town of McKinney, TX.

I, for one, am a huge fan of McKinney, after flying in to experience TMR last June, and feel the film will not only be an incredible vehicle for promotion of the annual festival, but also cannot help but shine a light on the warm, friendly atmosphere McKinney provides to its visitors each and every day.

The creation of a brand new trailer, heavy on McKinney and the stars in the film (Kiefer Sutherland, Charley Crockett, Ray Wylie Hubbard, Tony Villaneuva), is scheduled to commence in the next several weeks. Once this trailer has been created, we can begin the theatrical solicitation process. The theatrical trailer can include a prominent mention of McKinney, while the trailer we submit to the digital platforms will be able to include a logo at the end (no URL).

The public launch will be as follows:

April/May 2026- theatrical rollout to cities in Texas and surrounding states, focusing on the Alamo Drafthouse markets, and select AMC theatres in the state to fill in behind Alamo. If demand outside of Texas appears, we will of course meet that demand with additional screenings.

June 2026- major announcement at the TMR festival to promote the film being available on all major digital platforms including Amazon, Apple TV, Google, YouTube, Roku and many others.

Having served on the Telluride CO Convention and Visitor’s Board, I have unique knowledge and insight into how expensive an ad campaign is to attract new visitors to a region. The requested grant amount, in my opinion, is money well spent. If anyone would like additional information, please feel free to contact me at henry@monkeywrenchfilms.com

Metrics to evaluate success of marketing/promotional plan: Outline the metrics that will be used to evaluate overall success of the executed promotional plan. If funding is awarded, this should be included in the final report. (success in reaching new audiences, social media data, website analytics, etc).

Metrics for the distribution of a feature film all point to revenues, with a secondary value of ascertaining overall number of views and the demographics related to those views for the purpose of future marketing. The latter value should be of particular use to McKinney and the MCDC, as it is our opinion that the film is an organic promotional tool for the city, its community, and its businesses.

For the theatrical release metrics will be measured by number of screens, ticket sales, and ticket sales per screen with attention paid to the demographics and geography of a given market.

For the digital release, metrics will consist of the following, broken down by type of streaming:
Transactional Video On Demand (TVOD): Number and revenue of unique rentals
Subscription VOD (SVOD): Value of contract and number of streams
Ad-sponsored VOD (AVOD): Value of contract and number of streams
Broadcast: Value of contract and number of broadcasts
Airline: Value of contract and number of streams
Home-Video: Value of contract and number of units sold and/or rented

As for demographics, each streamer will provide its own proprietary reporting which will include region, and possibly age and sex of streaming account holder. This data may provide useful for MCDC.

Please provide:

- Verification of organization’s status (IRS letter of determination, W9, etc.)
- Most recent two years of financial statement including organization’s budget and profit/loss statement (Audited is preferred or written explanation if audit not available.)

Budget

 Film Budget 2022 MCDC.pdf

 25R Shareholder Subscription Agreem....pdf

Financial Statements

 TY2023 Form 1065.pdf

 TY2024 Form 1065.pdf

 25R W9.pdf

All Applicants must submit a complete application with the following attachments and required information as detailed throughout the application to ensure the Board consideration for funding

Procedure

- Application completed and submitted prior to deadline (5:00 PM on deadline date)
- Application Submitted via online form

Organization and Financial Information

- Completed all organizational information
- Provided documentation of organization status (IRS letter, W9)
- Two most recent years of financial statements (budget + profit & loss) (audited if available)

Event Description

- Missions, goals, execution timeline, programming/activities, budget
- Event dates, times, and location(s)
- Cultural or community relevance
- Target audience (numbers, demographics, geographic reach, diversity, past data)

Community & Economic Impact

- Description of how the event promotes tourism and economic development
- Economic impact projections
- Benefits to McKinney residents and the community's quality of life

Marketing & Promotional Plan

Itemized marketing plan and budget

List of marketing channels (print, digital, radio, social, etc.)

Promotional time

Social media engagement data and website analytics (if available)

Completed applications that are eligible for consideration by MCDC will be presented to the board according to the schedule outlined on this application. Presentations will be limited to five (5) minutes, followed by time for questions from the Board. **Please be prepared to provide the information outlined below in your presentation:**

- Summary of organization and goals.
- Summary of event(s) to include dates, location, ticket prices, target audience, estimated attendance from within and outside of McKinney (and past attendance if applicable), event and pre-event activities, how event supports your organization's mission, non-profit beneficiary if applicable,
- Event logistics including timeline, safety/security, parking/traffic management
- How your event showcase McKinney for tourism and economic development
- Specific marketing plans for event(s) including promotional channels and budget for each.
- Past promotional success and lessons learned (if applicable).
- Percentage of total marketing budget that this grant application represents.
- The Promotional/Community Event for which financial assistance is sought will be administered by or under the supervision of the applying organization.
- All funds awarded will be used exclusively for advertising, marketing and promotion of the Promotional/Community event described in this application.
- Recognition to MCDC:
 - MCDC will be recognized in all marketing, advertising, outreach and public relations as a funder of the Promotional/Community Event. A logo will be provided by MCDC for inclusion on all advertising, marketing and promotional materials. Specifics for audio messaging will be agreed upon by applicant and MCDC and included in an executed performance agreement.
 - Grant recipients are encouraged to use graphics and text from the MCDC Grantee Toolkit (to be provided to all grant recipients) for posts/ads to help share how MCDC partners with your organization.
- The Organization officials who have signed the application are authorized by the organization to submit the application;
- Applicant will comply with the MCDC Grant Guidelines in executing the Promotional/Community Event for which funds were received.
- Applicant gives permission for the use of Board presentation images and other published event images on MCDC and City of McKinney website and social media content and print/digital publications.
- Applicant will provide a final report of the Promotional/Community Event(s) no later than 30 days following the completion of the Promotional/ Community Event(s). Applicant may choose to use the [online form for Final Report](#) or email Final Report to info@mckinneycdc.org.
If emailed, Final Report may be in any format. All Final Reports should include:

- narrative report on the event(s),
- goals and objectives achieved based on performance metrics outlined in the application,
- financial data (budget vs. actual expenses and revenues along with explanation for variances,
- amount donated to charity (if applicable),
- samples of marketing efforts (images of printed materials and ads, screenshots of website and online promotions),
- statement/examples demonstrating how grant recipient promoted MCDC as a partner, and
- photos and/or video of the event(s).
- Grant funding is provided on a reimbursement basis subsequent to submission of a reimbursement request, with copies of invoices and paid receipts for qualified expenses. Up to 20% of the grant awarded may be withheld until the **final report on the Promotional/Community Event is provided to MCDC.**
- Funds granted must be used within one year of the date the grant is approved by the MCDC board.

Applicant Electronic Signature

We certify that all figures, facts, and representations made in this application, including attachments, are true and correct to the best of our knowledge.

Selecting this option indicates your agreement with the above statement.

Chief Executive Officer



Date

Friday, November 28, 2025

Representative Completing Application



Date

Friday, November 28, 2025

Notes

- Incomplete applications or those received after the deadline will not be considered.
- A final report must be provided to MCDC within 30 days of the event / completion of the Promotional / Community Event.
- Final payment of funding awarded will be made upon receipt of final report.
- Please use the Final Report to report your results. A PDF version is also available.

Henry C. Lystad
Founder/CEO Monkey Wrench Films
970-275-1234
henry@monkeywrenchfilms.com

[See More](#) from Troy Paff

Social Media Examples

Instagram

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 **Monkey Wrench Films**
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With the pressure to prove herself in a male dominated sport, Emily Harrington sets an ambitious goal, a 24-hour ascent of Yosemite's El Capitan.



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Monkey Wrench Films



Texas Music Revolution Theatrical & Streaming Marketing Plan

Q4 2025: Continue fundraising for distribution deliverables. Deliverables include creation of new theatrical trailer, upgraded clearances to accomodate all markets in perpetuity, and technical and marketing requirements as laid out by theater venues and digital streamers.

Q1 2026: Fundraising continues. Monkey Wrench Films books venues for theatrical release with an emphasis on Texas, southwestern states, and north american cities characterized by a market that resonates with music and country western culture. Venue examples: Alamo Draft House, AMC Theaters, etc. with a goal of 50 markets.

Q2 2026: Theatrical screenings commence and are promoted via social media, radio, and print. Major digital platform agreements are secured. Examples: Amazon, Apple TV, Google, YouTube, Roku, etc. The 30th Texas Music Revolution music festival (June 5-6) is a key opportunity to promote the film, specifically the latest availability on streamers.

Q3 2026: Streaming distribution on digital platforms continues. International markets and airline streaming begins.

Q4 2026: Distribution and audience consumption continues on digital platforms with infinite territorial opportunities and duration.

2026 Projected Promotional Budget: Film Distribution, Theatrical & Digital, Estimated

Theatrical trailer	4,000
Social Media paid ads	6,000
Publicist	8,000
Revised Key Art/Theatrical Poster	2,500
Talent travel to key theatrical premieres	3,000
Regional radio ad buys	15,000
Regional flyers/postcards/poster distribution	5,000
Regional print ad buys	5,000
Total	\$48,500

Revised Work

Revolution Budget 3.1 McKinney.mbd

Nov 28, 2025

Acct#	Category Description	Page	Total
005-00	Story/Scripts/Development	1	0
006-00	Producer/Director	1	51,052
008-00	Presenters/Interviewees	2	3,441
Total Above-The-Line			54,493
011-00	Crew - Camera	3	9,777
012-00	Crew - Sound	4	1,592
016-00	Crew - Editing	5	94,802
021-00	Production Equipment	7	11,450
022-00	Facility Packages	8	15,500
028-00	Archive Material	11	26,100
029-00	Rostrum/Graphics	11	7,000
031-00	Travel/Transport	12	6,364
032-00	Hotel/Living	13	8,120
033-00	Other Production Costs	13	14,043
034-00	Insurance/Finance/Legal	14	13,100
035-00	Production Overheads	14	521
Total Production			208,369
	Total Above-The-Line		54,493
	Total Below-The-Line		208,369
	Total Above and Below-The-Line		262,862
	Grand Total		262,862

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
005-00 Story/Scripts/Development							
005-03	Writer's Fee						
	Plot Outline/Narrative Synopsis						
	Teleplay						
Total							0
Account Total for 005-00							0
006-00 Producer/Director							
006-01	Executive Producer						
	NA						
Total							0
006-02	Producer						
	Joshua Jones Producer (25.5% share of revenue) Deferred						
	Troy Paff Producer (25.5% share of revenue) Deferred						
	Mike Lyon Producer (Share of revenue or commi... Deferred or add line item						
	Other Producer/Backers (Balance of revenue)						
Total							0
006-03	Associate Producer						
	Salary (Contingency)						
Total							0
006-04	Director						
	Troy Paff Director (March-December 2021)	10	Months	1	5000	50,000	
	Total						
	SUI CA	0.1%			1,300	1	
	FUTA	6%			7,000	420	
	FICA	7.65%			8,239.8	630	51,052
Account Total for 006-00							51,052
008-00 Presenters/Interviewees							
008-04	Voice Over Artists						
	Sizzle VO Artist SAG-AFTRA						
	Feature Narration SAG Minimum 2018	3	Days	1	1009	3,027	
	Total						

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	SUI CA	0.1%			1,300	1	
	FUTA	6%			3,027	182	
	FICA	7.65%			3,027	232	3,441
Account Total for 008-00							3,441
Total Above-The-Line							54,493

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
011-00 Crew - Camera							
011-01	Director of Photography						
	Troy Paff DP						
	March-June (15 days/mo)	60	Days	1	800	48,000	
	Comped	60	Days	1	-(800)	(48,000)	
Total							0
011-02	Camera Operator						
	Camera Operator						
	Performances, interviews	1	Day	10	650	6,500	
	Festival	1	Day	2	500	1,000	
	Total						
	SUI CA	0.1%			2,300	2	
	FUTA	6%			7,500	450	
	FICA	7.65%			7,500	574	8,526
011-03	Assistant Camera-Video						
	AC						
	Festival	1	Day	2	550	1,100	
	Total						
	SUI CA	0.1%			1,100	1	
	FUTA	6%			1,100	66	
	FICA	7.65%			1,100	84	1,251
011-08	Other						
	Camera PA/DIT						
	Festival	0	Days	1	550	0	
Total							0
Account Total for 011-00							9,777
012-00 Crew - Sound							
012-01	Sound Recordist						
	Sound Mixer						
	Festival	1	Day	2	700	1,400	
	Total						
	SUI CA	0.1%			1,300	1	
	FUTA	6%			1,400	84	
	FICA	7.65%			1,400	107	1,592

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
Account Total for 012-00							1,592
016-00 Crew - Editing							
016-01	Editor						
	Editor						
	w/Workstation	24	Weeks	1	3750	90,000	
	Trailer	1	Week	1	3750	3,750	
	Total						
	SUI CA	0.1%			1,300	1	
	FUTA	6%			7,000	420	
	FICA	7.65%			8,239.8	630	94,802
Account Total for 016-00							94,802
021-00 Production Equipment							
021-01	Camera Equipment						
	Troy Paff Camera Equip: Comped						
	4k camera package (A Cam)	8	Weeks	1	5000	40,000	
	Subtotal					40,000	
	TP comp credit to budget	1		1	-40000	(40,000)	
	Rental Camera Equip: B and C Cam, during festival	2	Days	2	500	2,000	
	Rental Camera Equip: B Cam, other intws/perf...	1	Day	7	500	3,500	
	Total						5,500
021-02	Camera Consumables						
	Expendables	1	Flat	1	400	400	
	Total						400
021-04	Sound Equipment						
	Troy Paff Sound Equip: Comped						
	4k camera package	8	Weeks	1	200	1,600	
	Subtotal					1,600	
	TP comped credit to budget	1		1	-1600	(1,600)	
	Sound package, festival	1	Day	2	400	800	
	Total						800
021-06	Sound Consumables						

Continuation of Account 021-06

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Expendables	1	Flat	1	200	200	
	Total						200
021-08	Lighting Equipment						
	Troy Paff Lighting Equip: Comped						
	Interview lighting package	8	Weeks	1	250	2,000	
	Subtotal					2,000	
	TP comped credit to budget	1		1	-2000	(2,000)	
	Key light kit rental for performances/interviews	10	Days	1	200	2,000	
	Total						2,000
021-10	Lighting Consumables						
	Expendables	1	Flat	1	200	200	
	Repairs	1	Flat	1	200	200	
	Total						400
021-11	Editing Equipment (Field)						
	Troy Paff Editing Equip: Comped						
	Laptop, DIT	8	Weeks	1	250	2,000	
	Subtotal					2,000	
	TP comped credit to budget	1		1	-2000	(2,000)	
	Total						0
021-12	Cutting Room Supplies						
	Card Reader	2	Allow	1	75	150	
	Hard drives	10	Allow	1	200	2,000	
	Total						2,150
Account Total for 021-00							11,450
022-00 Facility Packages							
022-04	Editing Facilities						
	Online Color Finishing (end of post) at \$1000/day est.						
	Conform	1	Day	1	1000	1,000	
	Grading	5	Days	1	1000	5,000	
	Delivery	1	Day	1	1000	1,000	
	Subtotal					7,000	
	Sound Design (end of post)						

Continuation of Account 022-04

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Cleanup/ADR	1	Allow	1	2000	2,000	
	SFX/Foley	1	Allow	1	2000	2,000	
	Re-recording	1	Allow	1	2000	2,000	
	Final mix	1	Allow	1	2000	2,000	
	Subtotal					8,000	
	Total						15,000
022-05	Design Package						
	Branding & Design (estimate)	1	Flat	1	500	500	
	Total						500
Account Total for 022-00							15,500
028-00 Archive Material							
028-04	Royalties Film/Tape Arch						
	Royalties/Fees	1	Second	90	50	4,500	
	Total						4,500
028-05	Stills Archive						
	Build/store photo archive: License	20	Photo	1	50	1,000	
	Scanning and restoration	20	Photo	1	30	600	
	Total						1,600
028-06	Sound Archive						
	Build/store archive: Music Licensing (Josh)	1	Allow	1	20000	20,000	
	Total						20,000
Account Total for 028-00							26,100
029-00 Rostrum/Graphics							
029-01	Rostrum						
	Still photo effects	1	Allow	1	1000	1,000	
	Total						1,000
029-02	Graphics						
	CGI: Graphics (Maps, elevations, overlays, etc.)	1	Allow	1	2500	2,500	
	Total						2,500
029-03	Titles						
	Opening title sequence	1	Allow	1	2500	2,500	
	Total						2,500
029-04	Credits						
	End Credits (build and input)	1	Allow	1	1000	1,000	
	Total						1,000
029-05	Other						

Continuation of Account 029-05

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Contingency						
Total							0
Account Total for 029-00							7,000
031-00 Travel/Transport							
031-02	Production Costs - Crew						
	Troy travel: Mileage (Taos-Dallas RT) 1354 @ .56/mile	8	Weeks	1	758	6,064	
	Air Travel						
	Car Rental						
Total							6,064
031-04	Equipment						
	Allow						
Total							0
031-10	Parking						
	Estimate	1	Allow	1	100	100	
Total							100
031-11	Bikes and Taxis						
	Transpo: Nashville	1	Allow	1	200	200	
Total							200
Account Total for 031-00							6,364
032-00 Hotel/Living							
032-02	Crew Accomodation						
	Troy hotel: Dallas @ 100/day	8	Weeks	1	700	5,600	
Total							5,600
032-06	Meal Allowances - Crew						
	Troy per diem: Food @ 45/day	8	Weeks	1	315	2,520	
Total							2,520
Account Total for 032-00							8,120
033-00 Other Production Costs							
033-01	Fees/Levies/Subscriptions						
	Domain/Hosting: Project web site	1	Actual	1	68.38	68	
	Domain/Hosting renewals and additions, 5 years,...	1	Year	5	75	375	
	Cloud Storage, 5 years, estimate	1	Year	5	100	500	
Total							943
033-02	Transcription Costs						
	Assume 50 hours footage (3,000 minutes) but tr...						

Continuation of Account 033-02

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Automated at .10/min. is possible but unreliable						
	Manual w/99% accuracy at 1.00/min: Rev.com	1	Minute	1800	1	1,800	
	With timestamp: .25/min: Rev.com	1	Minute	1800	0.25	450	
	Total						2,250
033-04	Script Copying						
	Output/Printing	1	Allow	1	100	100	
	Total						100
033-08	Reference Material						
	Additional research	1	Allow	1	250	250	
	Total						250
033-09	Marketing						
	Film Festival Marketing						
	Travel, social media, agent	1	Allow	1	10000	10,000	
	Total						10,000
033-10	Graphic Design						
	Logo Design	1		1	500	500	
	Total						500
Account Total for 033-00							14,043
034-00 Insurance/Finance/Legal							
034-01	Insurance						
	Errors & Omissions, Liability (Low budget; likely higher)	1	Allow	1	5000	5,000	
	Total						5,000
034-02	Finance - Bank Charges						
	Bank account, 24 months	24	Months	1	25	600	
	Total						600
034-03	Legal Fees						
	Attorney	1	Allow	1	7500	7,500	
	Total						7,500
Account Total for 034-00							13,100
035-00 Production Overheads							
035-05	Postage & Stationery						
	Expenses to date	1		1	21.32	21	
	Shipping	1	Allow	1	250	250	
	Total						271
035-06	Photocopying						
	Photocopying	1	Allow	1	250	250	

Continuation of Account 035-06

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
Total							250
035-09	Indirect Overheads						
	Crowdfunding perks and fulfillment (estimate TBD)						
	Crowdfunding fee (Kickstarter 5%)	1	Allow	0	15000	0	
	Crowdfunding payment processing fee (Paypal 5%)	1	Allow	0	15000	0	
Total							0
Account Total for 035-00							521
Total Production							208,369

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Total Above-The-Line						54,493
	Total Below-The-Line						208,369
	Total Above and Below-The-Line						262,862
	Grand Total						262,862

SUBSCRIPTION AGREEMENT

25 REVOLUTIONS, LLC

A TEXAS LIMITED LIABILITY COMPANY

EXHIBIT A

INSTRUCTIONS FOR SUBSCRIBING

- 1) Complete and sign two copies of the attached SUBSCRIPTION AGREEMENT.
Please note that the Annexes hereto require you to initial the correct responses or provide supplemental information.
- 2) If you are a corporation, partnership, trust, or other entity, attach copies of your organization documents, in each case as amended, or appropriate excerpts there from, and an appropriate certificate as to the authorization of the investment.
- 3) Forward all documents to Joshua Jones (Member Manager) in association with:

**25 REVOLUTIONS, LLC
1207 Glen Cove Dr.
Richardson, TX 75080
(214) 213-0008**

- 4) Please deliver the consideration required to pay for your subscription by check made payable to “25 Revolutions LLC”, or by such other manner as may be acceptable to the Member Manager.
- 5) If you have any questions, please contact the Member Manager at the address set forth above.

EXHIBIT B

SUBSCRIPTION AGREEMENT

25 Revolutions LLC

c/o Joshua Jones and
25 Revolutions LLC
1207 Glen Cove Dr.
Richardson, TX 75080

Ladies and Gentlemen:

1. **Subscription.** The undersigned investor (the "Investor") hereby irrevocably subscribes for and agrees to acquire limited liability company interests ("Interests") of 25 Revolutions LLC, a Texas State limited liability company ("the Company") for the aggregate purchase price described on the signature page hereof, on the terms and conditions provided for herein and in the Confidential Private Placement Memorandum of the Company, as amended or supplemented from time to time ("the Memorandum"), and the Company's limited liability company agreement (collectively, the "Company Documents"). The Company may reject this subscription in whole or in part in the sole discretion of the Member Manager at any time before acceptance thereof. Upon acceptance of this subscription by the Company, the Investor shall become a member of the Company. The Investor hereby agrees that by its execution of this Subscription Agreement and upon acceptance hereof by the Company, it will be bound by the Company Documents. The Investor understands that for the Company to consider its subscription, the Investor must complete this Subscription Agreement, sign and date two copies, and promptly return them to the address set forth above. Capitalized terms used herein and defined shall have the meanings given such terms in the Memorandum.

2. **Restrictions on Transferability of Interests.** The Investor realizes that the Interests are not, and will not be, registered under the Securities Act of 1933, as amended (the "Act"). In addition, the Investor realizes that the Company does not file and does not intend to file periodic reports with the Securities and Exchange Commission ("SEC") pursuant to the requirements of Section 13 or 15 (d) of the Securities Exchange Act of 1934, as amended. The Investor also understands the Company has not agreed to register the Interests for distribution in accordance with the provisions of the Act or any other applicable securities laws, and that the Company has not agreed to comply with any exemption under the Act or any such laws for the resale of the Interests. Hence, the Investor understands that by virtue of the provisions of certain rules relating to "restricted securities" promulgated under the Act, the Interests for which the Investor has subscribed may not be transferred, offered for sale, sold, pledged, hypothecated, assigned or otherwise disposed of unless and until subsequently registered under the Act and/or other applicable securities laws or unless an exemption from registration is available, in which case the Investor will still be limited with respect to the extent to which such Interests may be transferred in accordance with the Company Documents. In furtherance of foregoing, the Investor (i) represents and warrants that the information relating to the Investor set forth in this Subscription Agreement (including the Annexes hereto and any documents or additional information furnished by the Investor at the Company's request) is complete and accurate as of the date hereof and will be complete and accurate as of the date on which this investment is made by the Investor, and (ii) agrees to notify the Company in writing of any material change in any such information.

3. **Minimum Subscriptions; Payment of Subscriptions.** The minimum initial investment per Investor is \$5,500 (1 unit) unless waived by the Member Manager. All payments for Interests should be made by check payable to the Company. The Company reserves the right to modify the minimum subscription amount at its sole discretion. The Investor recognizes that if this subscription is rejected, in whole or in part, the funds delivered in connection herewith, to the extent this subscription has been rejected, will be returned to the Investor without interest as soon as practicable.

4. **Revocability.** The Investor agrees that this Subscription Agreement may not be cancelled, terminated, or revoked and that this Subscription Agreement is coupled with an interest and shall survive the death or disability of the Investor and shall be binding upon the heirs, executors, administrators, successors and assigns of the Investor.

5. **Successors and Assigns.** The Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the successors and assigns of the Company and to the personal and legal representatives, heirs, guardians, successors, and permitted assigns of the Investor, provided, however, that this Subscription Agreement is not transferable or assignable by the Investor, without the prior written consent of the Company, which consent may be granted or withheld in the Member Manager's sole and absolute discretion.

6. **Applicable Law.** This Subscription Agreement shall be deemed to have been made under and shall be governed by, and construed in accordance with, the internal laws of the State of Texas without reference to its choice of law doctrine.

7. **Representations and Warranties.** The Investor hereby makes the following representations and warranties to the Company with the intent that they may be relied upon in determining the suitability of the Investor as an Investor in the Company. The following representations and warranties shall survive the closing date applicable to the Investor's investment in the Company. The Investor represents and warrants that:

(a) The Investor is authorized and otherwise duly qualified to acquire Interests of the Company;

(b) The Interests subscribed for hereby are being acquired by the Investor for investment purposes only, for the account of the Investor and not with the view to any resale or distribution thereof, and the Investor is not participating, directly or indirectly, in an underwriting of such Interests and will not take, or cause to be taken, in any action that would cause the Investor to be deemed an "underwriter" of such Interests as defined in Section 2(11) of the Act. The Investor further understands and agrees that the Interests may not be transferred without prior written consent of the Member Manager, which consent the Member Manager does not intend to grant;

(c) The Investor has received and carefully read a copy of the Memorandum and all related documents concerning the terms and conditions of the offering and other matters pertaining to an investment in the Company. The Investor hereby accepts, adopts and agrees to be bound by the terms and conditions of the offering of Interests as set forth herein, in the Memorandum, and in the Company Documents, and agrees to become a Member of the Company. By executing this Subscription Agreement, the Investor affirmatively consents to the description of the Company set forth in the Memorandum and the actual and potential risks and conflicts of interests involved with an investment in the Company. The Investor has not reproduced, duplicated, or delivered the Memorandum or this Subscription Agreement to any other person, except professional advisors to the Investor;

(d) The Investor acknowledges that the Investor has been offered an opportunity to ask questions of, and receive answers from, representatives of the Company concerning the Company and its proposed activities, and that any request for additional information has been fully complied with to the extent that such representatives possessed such information or could acquire it without unreasonable effort or expense;

(e) The Investor acknowledges that no representations or warranties have been made to the Investor by the Company, or by any agent, employee, or representative of the Company, and in entering into this transaction the Investor is not relying upon any information other than that contained in the Memorandum and the results of the Investor's own independent investigation;

(f) The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of an investment in the Company or, at a minimum, the Investor has relied upon the Investor's own advisors to explain the full nature and extent of the risks and benefits inherent in an investment in the Company;

(g) The Investor has adequate means of providing for its current needs and possible contingencies, and the Investor has no need for liquidity in this investment, can afford a complete loss of its investment in the Interests and can afford to hold the investment for an indefinite period of time;

(h) The Company has advised the Investor that an investment in the Company is highly speculative, and the Investor has the financial ability to bear the economic risk of a complete loss of the Investor's investment in the Company;

(i) The Investor has made an independent determination of the investment, accounting, legal and tax aspects of acquiring the Interests and has depended on the advice of its own counsel and accountants and agrees that the Company has no responsibility with respect to such matters and such advice, that the Company's legal counsel will not be representing investors in the Company, including the Investor, and no independent counsel has been retained by the Company to represent investors in the Company;

(j) The Investor agrees and is aware that: (i) the Company has a limited financial and operating history; (ii) no Federal or state agency has passed upon the Interests or made any findings or determinations as to the fairness of this investment; (iii) there are substantial risks of loss of investment (including the risk of the loss of the entire amount invested) incidental to the purchase of the Interests, including those summarized in the Memorandum; and (iv) an Investment in the Company is a long term investment and Interests are only transferable with the written consent of the Member Manager, which consent the Member Manager generally doesn't intend to grant;

(k) If the Investor is purchasing Interests with funds that constitute, directly or indirectly, the assets of an "employee benefit plan" as defined in Section 3 (3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or a "plan" as defined in Section 4975 (e) (1) of the Internal Revenue Code of 1986, as amended, the Investor acknowledges that it (i) has evaluated for itself the merits of such investment, (ii) has not solicited and has not received from the Company, the Member Manager, or any of their affiliates any evaluation or other investment advice on any basis in respect of the advisability of this investment in light of the plan's assets, cash needs, investment policies or strategy, overall portfolio composition, or plan for diversification of assets, and is not relying and has not relied on the Company, Member Manager, or any of their affiliates for any such advice, and (iii) neither the Company, the Member Manager, nor their affiliates has investment discretion with respect to the assets of the plan which will be used to purchase Interests;

(l) If the Investor is a corporation, partnership, trust or other entity, (I) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization; (ii) the purchase of Interests is authorized by the Investor's governing documents; (iii) the execution and delivery of the Subscription Agreement has been duly authorized by appropriate action and is binding upon the Investor in accordance with its terms and requires no action by or in respect of or filing with any governmental body, agency or official (except as disclosed in writing to this Company); (iv) the Investor shall deliver to the Company such evidence of such authority as the Company may reasonably require; (v) the terms of this Subscription Agreement do not violate any laws or obligation by which the Investor is bound, whether arising by this contract, operation of law or otherwise; and (vi) the Investor was not formed for the purpose of investing in the Company;

(m) The Investor acknowledges that it is not subscribing pursuant hereto for an Interest as a result of or subsequent to (i) any advertisement, article, notice or other communications published in any newspaper, magazine, or similar media (including any internet site that is not password protected) or broadcast over television or radio, or (ii) any seminar or meeting whose attendees, including the Investor, had been invited as a result of, subsequent to, or pursuant of the foregoing;

(n) Either the Investor is an "Accredited Investor" within the meaning of Rule 501(a) of Regulation D promulgated under the Act as specified in the Accredited Investor Certification set forth in Annex A hereto and made a part hereof (in such connection, the Investor agrees to notify the Company in writing at any time that it is no longer an accredited investor); **OR the Investor is a "Non-Accredited Investor" within the meaning of Rule 501(b) of Regulation D promulgated under the Act as specified in Annex A hereto and made a part hereof.**

(o) All Information which the Investor has provided to the Company or the Member Manager concerning the Investor, the Investor's status, financial position and knowledge and experience of financial, tax and business matters, or, in the case of an Investor that is an entity, the knowledge and experience of financial, tax and business matters of the person making the investment decision on behalf of such entity, is correct and complete as of the date set forth herein;

(p) If the Investor is a corporation, partnership, limited liability company, trust or other entity and is not an employee benefit plan (an "Employment Benefit Plan") as defined under ERISA, less than 25% of

the value of each class of equity interests in the Investor (excluding from the computation interests of any individual or entity with discretionary authority or control over the assets of the Investor) is held by Employee Benefit Plans. If the Investor is such an entity at any time 25% or more of such value is or comes to be held by Employee Benefit Plans, the Investor shall forthwith disclose to the Company the amount of such Employee Benefit Plan investment; and

(q) The Investor hereby acknowledges, or, if the Investor is acting as agent, representative or nominee for another Investor (a "Beneficial Owner"), the Investor has advised the Beneficial Owner, that the Company may enter into agreements with placement agents providing for an investor's payment to the placement agent of a fully disclosed sales charge, which may be a one-time charge or an ongoing fee based on the information by the Investor herein will be relied upon by the Company and the Member Manager.

8. **Compliance with All Laws.** To induce the Company to accept this subscription, the Investor agrees, upon written request, to provide such information and to execute and deliver such documents as may be necessary to comply with any and all laws and regulations, both federal and state (including blue sky laws), to which the Company is subject within (10) days after receipt of a written request from the Company. The terms of this Section 8 shall survive the admission of the Investor to the Company as a Member.

9. **Amendment and Waiver.** This Subscription Agreement may be amended or modified only by an instrument signed by the Investor and the Company. A waiver of any provision of this Subscription Agreement must be in writing, designated as such, and signed by the party against whom enforcement of that waiver is sought. The waiver by a party of a breach of any provision of this Subscription Agreement shall not operate, or be construed, as a waiver of any subsequent breach thereof.

10. **Confidentiality.** The Investor understands and agrees that, although the Company will use reasonable efforts to keep the information provided in the answers to this Subscription Agreement confidential, the Company may present this Subscription Agreement and the information provided in answers to it to such parties as it deems advisable, if called upon to establish the availability under any applicable law of an exemption from registration of the Interests or other exemption applicable to the Company, or if the contents thereof are relevant to any issue in any action, suit, or proceeding to which the Company is or may be a party or by which it is or may be bound.

11. **General.**

(a) The Investor agrees to indemnify and hold harmless the Company, the Member Manager, their respective members, unit holders, partners, officers, directors, employees and agents, each other person, if any, who controls or is controlled by any of the foregoing within the meaning of Section 15 of the Securities Act, against any and all loss, liability, claim, damage, cost and expense whatsoever as incurred (including but not limited to, legal fees and disbursements and any and all other expenses reasonably incurred in investigating, preparing for or defending against litigation, arbitration proceeding, or other action or proceeding, commenced or threatened, or any claim whatsoever) arising out of or in connection with, or based upon or resulting from, (i) any false representation or warranty of breach or failure by the Investor to comply with any covenant or agreement made by the Investor in this Subscription Agreement or in any other document furnished by the Investor to any of the foregoing in connection with its investment in the Company, or (ii) any actions for securities law violations instituted by the Investor that is finally resolved by judgment against the Investor.

(b) The Investor, as principal, hereby appoints the Member Manager as its true and lawful representative and attorney-in-fact, in the Investor's name, place, and stead to make, execute, sign, acknowledge, swear to and file: (i) any limited liability company certificate, business certificate, fictitious name certificate, amendment thereto, or other instrument or document that may be deemed any kind of necessary or desirable to accomplish the business, purposes and objectives of the Company, or as may be required by any applicable federal, state, local or foreign law; (ii) the Company Documents and any amendment duly approved as provided therein; and (iii) any and all instruments, certificates and other documents that may be deemed necessary or desirable to affect the winding-up and termination of the Company. This power of attorney, which is granted to secure the obligations of the Investor, is irrevocable and shall survive, and not be affected by, the subsequent death, disability, incompetence, termination, bankruptcy, insolvency or dissolution of the Investor; provided, however, that this power of attorney will terminate upon the substitution of another investor for all of the Investor's investment in the Company or

upon the withdrawal of the Investor of the Company. The Investor hereby waives any and all defenses, which may be available to contest, negate, or disaffirm the actions of the Member Manager taken in good faith under such power of attorney.

(c) If any provision of this Subscription Agreement is invalid or unenforceable under any applicable law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such applicable law. Any provision hereof that may be held invalid or unenforceable under any applicable law or in any particular instance shall not affect the validity or enforceability of any other provisions hereof or of such provision in any other instance, and to this extent the provisions hereof shall be servable.

(d) Failure by the Company to exercise any right or remedy under this Subscription Agreement or any other agreement between the Company and the Investor, or delay by the Company in exercising the same, shall not operate as a waiver. No waiver by the Company shall be effective unless it is in writing and signed by the Member Manager on behalf of the Company.

(e) Notices that are required or permitted to be given under this Subscription Agreement shall be in writing and shall be deemed to be sufficiently given when sent by registered or certified United States mail, by overnight courier or telecopied, addressed to the party for whom intended at the address of such party set forth in this Subscription Agreement and Memorandum. Any party may designate a new address by notice to that effect given to the Company. Unless otherwise specifically provided in the Company Documents, all such notices and other communications shall be effective (i) if mailed (by certified mail, postage prepaid and return receipt requested) or sent by an overnight courier, upon receipt, (ii) if telecopied, when transmitted and a confirmation is received, provided the same is on a business day and, if not, on the next business day, or (iii) if delivered in person, upon delivery, provided the same is on a business day and, if not, on the next business day.

(f) The Investor understands that this Subscription Agreement: (i) shall survive the Investor's purchase of Interests; (ii) shall, if the Investor consists of more than one person, be the joint and several obligations of all such persons; and (iii) may be executed by the Investor and accepted by the Company in one or more counterparts, each of which shall be an original and all of which together shall constitute one instrument.

12. **Risk Factors.**

(a) AN INVESTMENT IN THE COMPANY HAS CERTAIN ELEMENTS OF RISK DIFFERENT FROM AND/OR GREATER THAN THOSE ASSOCIATED WITH OTHER INVESTMENTS. THE HIGHER DEGREE OF RISK MAKES AN INVESTMENT IN THE COMPANY SUITABLE ONLY FOR INVESTORS (i) WHO HAVE A CONTINUING LEVEL OF ANNUAL INCOME AND A SUBSTANTIAL NET WORTH, (ii) WHO CAN AFFORD TO BEAR THOSE RISKS, (iii) WHO HAVE PREVIOUSLY MADE THE INVESTMENT OF AT LEAST WHAT THEY INTEND TO INVEST IN THIS COMPANY AND, (iv) WHO HAVE NO NEED FOR LIQUIDITY FROM THESE INVESTMENTS. EACH INVESTOR SHOULD CONSIDER CAREFULLY THE RISK FACTORS ASSOCIATED WITH THIS INVESTMENT, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING, **AND SHOULD CONSULT HIS OR HER OWN LEGAL, TAX AND FINANCIAL ADVISORS** WITH RESPECT THERETO. INVESTORS UNABLE OR UNWILLING TO ASSUME THE FOLLOWING RISKS, AMONG OTHERS, MUST NOT CONSIDER AN INVESTMENT IN THE COMPANY.

THE SECURITIES AND EXCHANGE COMMISSION AND STATE SECURITIES REGULATORS HAVE NOT APPROVED THESE SECURITIES NOR DETERMINED WHETHER THIS AGREEMENT AND RISK FACTORS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY CONSTITUTES A CRIMINAL OFFENSE.

13. **The Property.**

(a) The Picture. The Picture shall be a feature length documentary motion picture entitled "25 Revolutions" directed by Troy Paff and produced by Joshua Jones and Troy Paff (collectively referred to herein as "Producer").

- (b) Investor's Monetary Contribution. Investor shall furnish the non-refundable sum (the "Investment") to the Company as its contribution for production of the Picture, payable to the Company promptly upon the full execution of this Agreement. This Agreement shall not become effective unless and until the Investment is paid in full to Company.
- (c) Budget/Full Capitalization. The production budget of the Picture shall be of an amount up to U.S. Two Hundred Sixty-Five Thousand Dollars (\$265,000.00) (the "Full Capitalization"), inclusive of non-reimbursable overhead and pre-production expenses incurred by the Company, but not necessarily inclusive of deferrals, music license fees, finishing, and deliverables required by distributors and not otherwise included in the production budget of the Picture ("Production Budget").
- (d) Limited Liability Company.
1. The Company has been formed as a limited liability company pursuant to the laws of the State of Texas.
 2. All contributions made by Investor hereunder shall be deposited in the Company's (or its designee's) production account at a financial institution designated by Company.
 3. The management of Company shall be vested solely in the Managers of the Company, Director and Producer, who shall all be authorized signatories of Company.
 4. Investor shall be considered an "Investor Member" of Company.
 5. The Company is being organized solely for the purposes of developing, producing, and exploiting the Picture.
- (e) Credit, Poster. Upon Investor's execution this Agreement and tendering of the Investment, Investor shall be entitled to a title credit, on screen, in the main titles of the Picture. No casual or inadvertent failure by Production Company to comply with the credit obligation set forth herein shall be a breach hereunder. The Company shall provide Investor with a poster of the Picture when commercially available.
- (f) Title credit. The title of the Investor shall be determined by the dollar amount of the Investor's participation when accepted as an Investor Member. The title shall be determined by the minimum investment as follows: \$5500 = Associate Producer, \$11K = Co-Producer, \$22K = Producer, \$44K & up = Executive Producer.
- (g) Distribution of the Picture. The Company shall use commercially reasonable efforts to cause the Picture to be exploited in all markets and media, so as to maximize the monetary return to be derived by the Picture. To that end, the Company shall endeavor to arrange for third parties to distribute and/or exploit the Picture. Funds received by the Company with respect to the distribution and/or other exploitation of the Picture shall be deposited into the Company's (or its designee's) bank account and shall be distributed in accordance with the terms of this Agreement.
- (h) Lack of Distribution Agreements. The Parties hereby acknowledge that there is presently no agreement with any distributor to distribute the Picture. The success of the Picture will be dependent upon the Company's ability to complete the Picture, the attractiveness of the final product to a distributor and the distributor's willingness to commit substantial sums to promote the Picture successfully. The Company will not have the financial capability to distribute the Picture itself. The gross revenue derived from the Picture is dependent, among other things, upon the interest of distributors and their ability to obtain suitable distribution via theatrical, television, home video, and/or other media, and in selecting proper release dates and appropriate advertising and promotion for the Picture. The negotiation of final distribution agreements, which frequently occurs (if at all)

near the time of completion of motion pictures, will have a substantial impact upon the amount of receipts available to the Company from the exploitation of the Picture. There is no assurance that such negotiations will result in revenues or profits to the Company. Furthermore, although the Company has agreed to use commercially reasonable efforts to cause the Picture to be distributed, there is no assurance that the Picture will be distributed or that such distribution will be profitable to the Company. The fact that any distributor derives profits from its distribution of the Picture will not, in turn, assure that the Company will also derive profits therefrom. Notwithstanding the foregoing, Investor hereby acknowledges and agrees that Company shall have the right at its sole discretion to pre-sell rights to the Picture (i.e., sell rights to the Picture prior to the completion of production or post production) throughout the world, it being agreed that any revenues generated therefrom shall be either applied toward the Full Capitalization or treated as revenues.

- (i) No Completion Bond. The Parties hereby acknowledge that no completion bond shall be obtained with respect to the Picture and that there is no assurance that the Picture will be completed.
- (j) Recoupment of Investment; Percentage Share of Adjusted Gross Proceeds. Investor shall recoup its Investment and Adjusted Gross Proceeds (as defined in Paragraph 10.0 below) shall be allocated, in the following manner and order of priority:
 - 1. First, if necessary, Company shall have the right to repay any priority indebtedness incurred by Company, plus all applicable interest, provided that such debt is used by Company towards the production of the Picture;
 - 2. Second, Investor shall receive its proportionate share of one hundred (100%) percent of the remaining amount of Adjusted Gross Proceeds from the exploitation of the Picture on a *pari passu* basis with other investors, if any, until Investor has recouped one hundred twenty (120%) percent of the Investment hereunder; and
 - 3. Thereafter, Investor shall receive its proportionate share of fifty (50%) percent of the Adjusted Gross Proceeds from the exploitation of the Picture on a *pari passu* basis with other investors, if any. The remaining fifty (50%) percent of the Adjusted Gross Proceeds from the exploitation of the Picture, if any, shall be distributed within the sole discretion of Company, including, without limitation, a possible portion to various talent in connection with the Picture.
- (k) Adjusted Gross Proceeds. "Adjusted Gross Proceeds" shall be defined as all revenues from the worldwide sale, licensing, distribution and exploitation of the Picture to the extent: (a) such revenues have been earned and are non-refundable; (b) actually received by or credited to Company or any affiliated or related entity; and (c) as determined after the deduction of direct, verifiable, out of pocket expenses, payments of any bonuses to third-parties and all reasonable and customary refunds, taxes, credits, discounts, allowances, adjustments, exclusions, and deductions (including without limitation, interest and fees owed, residuals, union payments, and the like, sales agent fees, legal fees, distribution fee(s), reasonable film festival expenses and actual expenses incurred in connection with the delivery materials, music license fees, advertising, promotion, exploitation and distribution of the Picture, if any), ongoing third party accounting costs and expenses incurred by Company in connection with the processing of payments to profit participants, out-of-pocket expenses incurred by Company in connection with the ongoing ownership of the Picture (e.g., costs incurred in connection with the preservation and storage of archival material including negatives and master prints of the Picture and any expenses incurred in connection with the copyrighting of the Picture), any amounts required to be withheld by law, a reserve amount not to exceed five (5%) percent of Adjusted Gross Proceeds, which shall be used to cover anticipated future costs or liabilities incurred by Company in connection with the financing, production, and exploitation of

the Picture and the reasonable cost of conducting Company's business, provided that such reserve amount shall be liquidated every twelve (12) months.

- (l) No Assurance of Return of Investment or Profits or Completion of Picture. Investor hereby agrees that Parties intend to rely on exemptions from qualification under Texas securities laws and exemptions from registration under federal securities laws in entering into this Agreement. Investor has been advised to seek independent legal counsel (has sought such counsel) before making the Investment commitment and fully understands, and can withstand, that there is an extremely high risk of loss associated with making the Investment, that the Picture may generate insufficient revenues to repay all or part of the Investment, and that Investor agrees that the Investment shall be treated as set forth herein. Investor acknowledges that the motion picture business is speculative and high risk in nature, and further acknowledges that Company has not made any specific promises, warranties, or representations with respect to the level of success that the Picture may achieve or what stage of production or completion Company will achieve in its efforts to produce the Picture, and Investor hereby agrees not to assert any claims against Company based thereon. Investor further acknowledges that there is no assurance of receiving a return of the Investment in the Picture or any profit in excess of the Investment. The only potential source of return on the Investment is Adjusted Gross Proceeds. It is further acknowledged that any returns hereunder are expressly contingent upon Company raising Full Capitalization for the Picture.
- (m) Copyright. Subject to the terms of this Agreement, it is acknowledged and agreed that Company (or its designee) shall own, solely and exclusively, on a worldwide basis, the entire copyright (and all extensions and renewals of copyright) in and to the Picture and all film, tape, databases and other physical materials embodying the same and/or created in connection therewith, as well as the screenplay for the Picture, all characters, events, stories, narratives, dialogue, music, effects and other elements contained therein and all of the results and proceeds of Company's services (collectively, the "Materials"), and may, at its option, file copyright registrations for all rights associated with or derived from the Picture in Company's name. Notwithstanding the foregoing, Company shall have the right to transfer all of its copyright interests in and to the Picture and the Materials to third parties ("Transferee") as it may determine in its reasonable discretion, provided that any such transfer shall not affect Investor's rights herein (including without limitation, Investor's right to continue to receive its share of Adjusted Gross Proceeds as set forth herein), and Company shall contractually require any such Transferee to assume all of Company's duties and obligations to Investor herein.
- (n) Indemnification.
 - 1. Investor shall indemnify and hold harmless the Company against any and all liability, damages, costs, and expenses, including reasonable outside attorneys' fees and costs, in connection with Investor's breach of this Agreement and/or any of Investor's representations, warranties and covenants made herein.
 - 2. Company shall indemnify and hold harmless Investor against any and all liability, damages, costs, and expenses, including reasonable outside attorneys' fees and costs, in connection with Company's breach of this Agreement and/or any of Company's representations, warranties and covenants made herein.
- (o) Force Majeure. Without limiting the generality of anything else contained herein, Company will not be deemed in default and will not be liable to Investor if the Company is unable to commence or complete production or post production of the Picture by reason of fire, earthquake, flood, personal accident, epidemic, explosion, strike, lockout, riot, civil disturbance, act of public enemy, embargo, war, terrorist act, act of God, or the death, illness or incapacity of the director or any principal

member of the Picture's cast or crew, or direction of any municipal, county, state or national ordinance or law, any executive or judicial order, or otherwise unforeseen legal action, obstruction or similar causes beyond the Company's control.

- (p) Relationship of Parties. The Parties each acknowledge that they are independent contractors, and that no partnership, joint venture, agency, or employment relationship has or will be created by this Agreement. Investor shall not have the authority to bind the Company or enter into any agreement on Company's behalf or related to the Picture or any rights therein.
- (q) Business Opportunities. Each of the Parties acknowledges that this Agreement relates only to the Picture and that none of the Parties will in any way be restricted from any other business activity (including any motion picture activity), whether or not competitive to the Picture.
- (r) Accounting. Company shall maintain complete books and records with respect to the distribution and exploitation of the Picture. Company shall render to Investor, on a quarterly basis for the first two (2) years after initial distribution of the Picture, a written statement of monies due Investor, if any, hereunder (the "Investor Statement") and such Investor Statement shall be accompanied by remittance of any amount shown to be due to Investor thereon. Thereafter, Investor Statements and payments shall be provided semi-annually for as long as the Picture generates Adjusted Gross Proceeds and for as long as Investor is entitled to receive sums hereunder. If any error is made by the Company in any Investor Statement, it may be corrected by the Company thereafter by making any necessary deductions or additions on subsequent Investor Statements, or at the Company's option by rendering an amended Investor Statement. Each Investor Statement shall be rendered within thirty (30) days following the end of each such accounting period. Any Investor Statement rendered by the Company hereunder shall be deemed conclusively true and correct and binding upon Investor and shall constitute an account stated and be incontestable unless Investor delivers to the Company in writing specific objections, setting forth specific transactions or items objected to and the basis of such objections, within one (1) year from the date of such Investor Statement. Any recovery by Investor shall be limited to those items specifically objected to in writing by Investor within said one (1) year period. Investor shall be foreclosed from maintaining any action, claim or proceeding against Company with respect to any statement or accounting due hereunder unless such action, claim or proceeding is commenced against Company in a court of competent jurisdiction within two (2) years from the date such accounting is rendered.
 - 1. Investor shall have the right, at its sole cost and expense, to engage a certified public accountant to examine the books and records of the Company. Such examination shall be made during reasonable business hours, and upon reasonable advance written notice, at the regular place of business of the Company where such books and records are maintained. Such examination shall not be made more frequently than once each calendar year and no more than once with respect to any accounting period. With respect to any accounting period for which the Company has rendered an Investor Statement, such examination shall be permitted only for a period of one (1) year from the date such Investor Statement was received by Investor.
 - 2. For the avoidance of doubt, in the event Company establishes a collection account with a collection account agent (the "Collection Account Agent"), the Collection Agent shall account directly to Investor pursuant to a collection account control agreement and Company shall be relieved of the obligation to provide Investor with Investor Statements as set forth herein.
 - 3. Notwithstanding the foregoing, in the event any applicable distributors and/or sales agents account to Company on a basis less frequently than Company has agreed to account to

Investor herein, in lieu of the foregoing, Company shall be permitted to account to Investor on the same basis as it receives accounting statements from such distributors/sales agents.

(s) Jurisdiction.

1. This Agreement shall be governed by the laws of the State of Texas applicable to agreements made and wholly performed therein. The Parties hereby consent and agree that the state and federal courts of the State of Texas shall be the exclusive venue for any controversies in connection with this Agreement.
2. Notwithstanding the foregoing, should there be any dispute between the Parties concerning the interpretation of this Agreement or concerning an alleged breach of this Agreement, which the Parties are unable to resolve after consultation with each other, such dispute shall be decided by binding arbitration in the Dallas, Texas region before a single arbitrator familiar with the independent motion picture industry and mutually approved by the Parties, pursuant to the regulations and procedures of the American Arbitration Association. The Parties agree that any award rendered by the American Arbitration Association may be entered in the appropriate state or federal court located within the State of Texas.
3. In the event of a breach of this Agreement, Investor's remedies shall be limited solely to an action at law for monetary damages actually suffered, if any. In no event shall Investor be entitled to (a) seek to or obtain injunctive or other equitable relief in connection herewith or with the Picture (or any rights therein, thereto, or in connection therewith) or any rights granted or agreed to be granted herein, or (b) restrain or otherwise interfere with the development, production, exhibition, promotion, distribution, advertising, and/or other exploitation of the Picture, any rights therein, thereto, and/or in connection therewith, or any rights granted or agreed to be granted herein. Investor irrevocably waives any right to equitable or injunctive relief.

**THE INVESTOR REPRESENTS THAT THE INFORMATION PROVIDED
HEREIN IS ACCURATE AND COMPLETE AND THE COMPANY MAY RELY
UPON IT IN DETERMINING WHETHER TO ACCEPT THIS SUBSCRIPTION.
THE INVESTOR WILL NOTIFY THE COMPANY IMMEDIATELY OF ANY
MATERIAL CHANGE IN ANY SUCH INFORMATION.**

IN WITNESS WHEREOF, the Investor has executed this SUBSCRIPTION
AGREEMENT this _____ day of _____, 202____.

Amount Invested: \$ _____
Signature _____

Number of Interests Purchased: _____
Typed or Printed Name and Title (if applicable) _____

Mailing Address:

ACCEPTED:
25 REVOLUTIONS LLC
By: JOSHUA JONES, MEMBER MANAGER
in association with 25 REVOLUTIONS LLC

Contact Name:

Member Manager

Telephone Number:

Fax Number:

ANNEX A

ACCREDITED INVESTOR CERTIFICATION

The Investor hereby represents and warrants that the Investor is an Accredited Investor as defined in Regulation D promulgated under the Securities Act (initial applicable sections):

FOR INDIVIDUAL INVESTORS ONLY:

- | | |
|------------------------------|---|
| <u> </u>
Initial | i. An individual with net worth, or joint net worth with that person's spouse at the time of purchase, that exceeds \$1,000,000. For purposes of this questionnaire, "net worth" means the excess of total assets at fair market value, excluding the value of the primary residence, including home furnishings and automobiles, over total liabilities. (1) |
| <u> </u>
Initial | ii. An Investor who had individual income (exclusive of any income attributable to the Investor's spouse) of more than \$200,000 for each of the past two years or joint income with the Investor's spouse in excess of \$300,000 in each of those years and reasonably expects to reach the same income level in the current year. (2) |

FOR CORPORATIONS, PARTNERSHIPS OR BUSINESS TRUSTS:

- | | |
|------------------------------|--|
| <u> </u>
Initial | iii. A corporation, partnership, or business trust, which has total assets in excess of \$5,000,000 and was not formed for the specific purpose of acquiring the Interests. |
| <u> </u>
Initial | iv. An entity where all of its equity owners are accredited investors. Please attach a separate sheet listing all equity owners and setting forth the basis for the representation that they are accredited investors. |

(1) Notwithstanding anything to the contrary herein, for purposes of determining "net worth", the primary residence owned by an individual shall be valued either at (A) cost, including the cost of improvements, net of current encumbrances upon the property, or (B) the appraised value of the property as determined upon a written appraisal used by an institutional lender making a loan to the individual secured by the property, including the cost of subsequent improvements, net of current encumbrances upon the property. "Institutional lender" means a bank, savings and loan company, industrial loan company, credit union or personal property broker or a company whose principal business is as a lender of loans secured by real property, and which has such loans receivable in the amount of \$2,000,000 or more.

(2) For purposes of this Subscription Agreement, individual income means adjusted gross income, as reported for federal income tax purposes, less any income attributable to a spouse or to a property owned by a spouse, increased by the following amounts (but not including any amounts attributable to a spouse or to property owned by a spouse): (i) the amount of any tax-exempt interest income under Section 103 of the United States Internal Revenue Code of 1986, as amended (the "Code"), received; (ii) the amount of losses claimed as a limited partner in a limited partnership as reported on Schedule E of Form 1040; (iii) any deduction claimed for depletion under Section 611 *et seq.* of the Code; (iv) amounts contributed to an Individual Retirement Account (as defined in the Code) or Keogh retirement plan; (v) alimony paid; and (vi) any elective contributions to a cash or deferred arrangement under Section 401(k) of the Code.

FOR TRUSTS (OTHER THAN BUSINESS TRUSTS):

- | | |
|------------------------------|---|
| <u> </u>
Initial | v. It has total assets in excess of \$5,000,000, was not formed for the specific purpose of acquiring the Interests and its purchase is directed by a sophisticated person (a “sophisticated person” is one who has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment). |
| <u> </u>
Initial | vi. It is (i) a bank as defined in Section 3(a)(2) of the Act, (ii) acting in its fiduciary capacity as trustee and (iii) subscribing for the purchase of the securities being offered on behalf of a trust. |
| <u> </u>
Initial | vii. It is a revocable trust, which may be amended or revoked at any time by the grantors thereof, and all of the grantors are accredited investors under either Statement (i) above (\$1,000,000 net worth) or Statement (ii) above (\$200,000 individual income). |

FOR OTHER INSTITUTIONS:

- | | |
|------------------------------|---|
| <u> </u>
Initial | viii. The Investor hereby certifies that it is an accredited investor because it is a bank as defined in Section 3(a)(2) of the Act or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act. |
| <u> </u>
Initial | ix. The Investor hereby certifies that it is an accredited investor because it is an insurance company as defined in Section 2(13) of the Act. |
| <u> </u>
Initial | x. The Investor hereby certifies that it is an accredited investor because it is a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934. |
| <u> </u>
Initial | xi. The Investor hereby certifies that it is an accredited investor because it is an investment company registered under the 1940 Act or a business development company as defined in Section 2(a)(48) of the 1940 Act. |
| <u> </u>
Initial | xii. The Investor hereby certifies that it is an accredited investor because it is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958. |
| <u> </u>
Initial | xiii. The Investor hereby certifies that it is an accredited investor because it is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the “Investment Advisers Act”). |

FOR NON-ACCREDITED INVESTORS:

- | | |
|------------------------------|--|
| <u> </u>
Initial | xiv. The Investor is not an Accredited Investor, but it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in this subscription on the basis of its investment experience, business experience, professional experience, and/or education. The |
|------------------------------|--|

Investor has been given access to the Company's books, records, and/or other information necessary to make an investment decision, in compliance with Rule 502(b)(2)(iv) and (v) of Regulation D. (3)

Initial

- xv. The Investor is not an Accredited Investor, but it has discussed with its Purchaser Representative who is knowledgeable and experienced in such matters whether an investment by the Investor in this Subscription is appropriate in light of the Investor's financial circumstances and have received the advice of such Purchaser Representative with respect to the merits and risks of such an investment. Together with such Purchaser Representative, and with the benefit of his advice, the Investor has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of an investment in this Subscription. The Investor and Purchaser Representative has been given access to the Company's books, records, and/or other information necessary to make an investment decision, in compliance with Rule 502(b)(2) (iv) and (v) of Regulation D.

(3) If the Investor IS NOT an "Accredited Investor," such Investor acknowledges and agrees that the Company may require, as a condition to the Investor's purchase of the common unit(s), that the Investor furnish the Company with information requested and considered necessary by the Company to evaluate the suitability of the Investor's potential investment in this Subscription and to demonstrate that the Investor has the knowledge and experience as to be capable of evaluating the merits and risks of an investment in the Subscription (to the extent that the Investor does not have a Purchaser Representative).

INVESTOR PROFILE FORM
25 REVOLUTIONS LLC
INVESTOR PROFILE FORM

Name of Investor (Please Print or Type)

Social Security Number/Tax I.D. Number

Total Subscription:

US\$ _____
Total Subscription

_____ The Investor has carefully read and is familiar with the Memorandum and the Limited Liability Company Agreement
[Initial]

() Individual () Registered Investment Company () Joint Tenants (with Rights of Survivorship)

() Partnership () Limited Liability Company () Tenants in Common

() Corporation () Trust () Other – Specify: _____

() Mr. () Mrs. () Ms. () Miss. () Dr. () Other _____

Telephone Number

Fax Number

[illegible]

Telephone Number

Fax Number

Email Address: _____

Attention:

Please send all communications to (Initial one):

_____ Mailing Address
Initial

 Residence or Principal Place of Business Address
Initial

ANNEX C

SIGNATURE PAGE TO LIMITED LIABILITY COMPANY AGREEMENT

IN WITNESS WHEREOF, the parties hereto have duly executed this Limited Liability Company Agreement of 25 REVOLUTIONS LLC as of the date first above written.

MEMBER:

Print Name of Member

Signature of Member or Authorized Representative

Mailing Address:

Contact Name:

Social Security Number/Federal
Taxpayer Identification Number

Amount of Investment

No. of Units

U.S. Return of Partnership Income

OMB No. 1545-0123

For calendar year 2024, or tax year beginning _____, 2024, ending _____, 20 _____

2024

Department of the Treasury
Internal Revenue ServiceGo to www.irs.gov/Form1065 for instructions and the latest information.

A Principal business activity	Name of partnership	D Employer identification number
FILM PRODUCTION	25 REVOLUTIONS LLC	87-1823485
B Principal product or service	Number, street, and room or suite no. If a P.O. box, see instructions.	E Date business started
FILM PRODUCTION	1207 GLEN COVE DRIVE	06-10-2021
C Business code number	City or town, state or province, country, and ZIP or foreign postal code	F Total assets (see instructions)
999000	RICHARDSON, TX 75080	\$ 0

- G Check applicable boxes: (1) ☐ Initial return (2) ☐ Final return (3) ☐ Name change (4) ☐ Address change (5) ☐ Amended return
- H Check accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify): _____
- I Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year: 32
- J Check if Schedules C and M-3 are attached ☐
- K Check if partnership: (1) ☐ Aggregated activities for section 465 at-risk purposes (2) ☐ Grouped activities for section 469 passive activity purposes

Caution: Include only trade or business income and expenses on lines 1a through 23 below. See instructions for more information.

Income	1 a Gross receipts or sales	6,509	b Less returns and allowances		c Balance	1c	6,509
	2 Cost of goods sold (attach Form 1125-A)					2	
	3 Gross profit. Subtract line 2 from line 1c					3	6,509
	4 Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)					4	
	5 Net farm profit (loss) (attach Schedule F (Form 1040))					5	
	6 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)					6	
	7 Other income (loss) (attach statement)					7	
	8 Total income (loss). Combine lines 3 through 7					8	6,509
Deductions (see instructions for limitations)	9 Salaries and wages (other than to partners) (less employment credits)					9	
	10 Guaranteed payments to partners					10	
	11 Repairs and maintenance					11	
	12 Bad debts					12	
	13 Rent					13	
	14 Taxes and licenses					14	
	15 Interest (see instructions)					15	
	16a Depreciation (if required, attach Form 4562)		16a				
	b Less depreciation reported on Form 1125-A and elsewhere on return		16b			16c	
	17 Depletion (Do not deduct oil and gas depletion.)					17	
	18 Retirement plans, etc.					18	
	19 Employee benefit programs					19	
	20 Energy efficient commercial buildings deduction (attach Form 7205)					20	
	21 Other deductions (attach statement)			Statement #4		21	34,855
22 Total deductions. Add the amounts shown in the far right column for lines 9 through 21					22	34,855	
23 Ordinary business income (loss). Subtract line 22 from line 8					23	(28,346)	
Tax and Payment	24 Interest due under the look-back method - completed long-term contracts (attach Form 8697)					24	
	25 Interest due under the look-back method - income forecast method (attach Form 8866)					25	
	26 BBA AAR imputed underpayment (see instructions)					26	
	27 Other taxes (see instructions)					27	
	28 Total balance due. Add lines 24 through 27					28	
	29 Elective payment election amount from Form 3800					29	
	30 Payment (see instructions)					30	
	31 Amount owed. If the sum of line 29 and line 30 is smaller than line 28, enter amount owed					31	
	32 Overpayment. If the sum of line 29 and line 30 is larger than line 28, enter overpayment					32	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than partner or limited liability company member) is based on all information of which preparer has any knowledge.

TROY PAFF

Signature of partner or limited liability company member

Date

May the IRS discuss this return with the preparer shown below? See instructions. ☐ Yes ☒ No

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Cynthia Gonzales	Cynthia Gonzales	04-08-2025		P01232990
Firm's name	Firm's EIN			
Desert Rose Bookkeeping and Tax Cen	90-2380120			
Firm's address	Phone no. (575) 751-7773			
107 Plaza Garcia Suite F				
Taos, NM 87571				

Schedule B Other Information

1 What type of entity is filing this return? Check the applicable box:				Yes	No
a ☐ Domestic general partnership	b ☐ Domestic limited partnership				
c ☒ Domestic limited liability company	d ☐ Domestic limited liability partnership				
e ☐ Foreign partnership	f ☐ Other:				
2 At the end of the tax year:					
a Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization, or any foreign government own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership					X
b Did any individual or estate own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership					X
3 At the end of the tax year, did the partnership:					
a Own directly 20% or more, or own, directly or indirectly, 50% or more, of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (iv) below					X
(i) Name of corporation		(ii) Employer identification number (if any)	(iii) Country of incorporation	(iv) Percentage owned in voting stock	
b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below					X
(i) Name of entity		(ii) Employer identification number (if any)	(iii) Type of entity	(iv) Country of organization	(v) Maximum percentage owned in profit, loss, or capital
4 Does the partnership satisfy all four of the following conditions?				Yes	No
a The partnership's total receipts for the tax year were less than \$250,000.					
b The partnership's total assets at the end of the tax year were less than \$1 million.					
c Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return.					
d The partnership is not filing and is not required to file Schedule M-3 If "Yes," the partnership is not required to complete Schedules L, M-1, and M-2; item F on page 1 of Form 1065; or item L on Schedule K-1.				X	
5 Is this partnership a publicly traded partnership, as defined in section 469(k)(2)?					
6 During the tax year, did the partnership have any debt that was canceled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?					
7 Has this partnership filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction?					
8 At any time during calendar year 2024, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR). If "Yes," enter the name of the foreign country					
9 At any time during the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the partnership may have to file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts. See instructions					
10a Is the partnership making, or had it previously made (and not revoked), a section 754 election? If "Yes," enter the effective date of the election See instructions for details regarding a section 754 election.					
b For this tax year, did the partnership make an optional basis adjustment under section 743(b)? If "Yes," enter the total aggregate net positive amount \$ _____ and the total aggregate net negative amount \$ (_____) of such section 743(b) adjustments for all partners made in the tax year. The partnership must also attach a statement showing the computation and allocation of each basis adjustment. See instructions					

Schedule B Other Information (continued)		Yes	No
c	For this tax year, did the partnership make an optional basis adjustment under section 734(b)? If "Yes," enter the total aggregate net positive amount \$ _____ and the total aggregate net negative amount \$ (_____) of such section 734(b) adjustments for all partnership property made in the tax year. The partnership must also attach a statement showing the computation and allocation of each basis adjustment. See instructions		
d	For this tax year, is the partnership required to adjust the basis of partnership property under section 743(b) or 734(b) because of a substantial built-in loss (as defined under section 743(d)) or substantial basis reduction (as defined under section 734(d))? If "Yes," enter the total aggregate amount of such section 743(b) adjustments and/or section 734(b) adjustments for all partners and/or partnership property made in the tax year \$ _____. The partnership must also attach a statement showing the computation and allocation of the basis adjustment. See instructions		
11	Check this box if, during the current or prior tax year, the partnership distributed any property received in a like-kind exchange or contributed such property to another entity (other than disregarded entities wholly owned by the partnership throughout the tax year) ☐		
12	At any time during the tax year, did the partnership distribute to any partner a tenancy-in-common or other undivided interest in partnership property?		
13	If the partnership is required to file Form 8858, Information Return of U.S. Persons With Respect to Foreign Disregarded Entities (FDEs) and Foreign Branches (FBs), enter the number of Forms 8858 attached. See instructions		
14	Does the partnership have any foreign partners? If "Yes," enter the number of Forms 8805, Foreign Partner's Information Statement of Section 1446 Withholding Tax, filed for this partnership		
15	Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return 0		
16a	Did you make any payments in 2024 that would require you to file Form(s) 1099? See instructions		
b	If "Yes," did you or will you file required Form(s) 1099?		
17	Enter the number of Forms 5471, Information Return of U.S. Persons With Respect to Certain Foreign Corporations, attached to this return		
18	Enter the number of partners that are foreign governments under section 892		
19	During the partnership's tax year, did the partnership make any payments that would require it to file Forms 1042 and 1042-S under chapter 3 (sections 1441 through 1464) or chapter 4 (sections 1471 through 1474)?		
20	Was the partnership a specified domestic entity required to file Form 8938 for the tax year? See the Instructions for Form 8938		
21	Is the partnership a section 721(c) partnership, as defined in Regulations section 1.721(c)-1(b)(14)?		
22	During the tax year, did the partnership pay or accrue any interest or royalty for which one or more partners are not allowed a deduction under section 267A? See instructions If "Yes," enter the total amount of the disallowed deductions \$		X
23	Did the partnership have an election under section 163(j) for any real property trade or business or any farming business in effect during the tax year? See instructions		
24	Does the partnership satisfy one or more of the following? See instructions a The partnership owns a pass-through entity with current, or prior year carryover, excess business interest expense. b The partnership's aggregate average annual gross receipts (determined under section 448(c)) for the 3 tax years preceding the current tax year are more than \$30 million and the partnership has business interest expense. c The partnership is a tax shelter (see instructions) and the partnership has business interest expense. If "Yes" to any, complete and attach Form 8990.		
25	Is the partnership attaching Form 8996 to certify as a Qualified Opportunity Fund? If "Yes," enter the amount from Form 8996, line 15 \$		X
26	Enter the number of foreign partners subject to section 864(c)(8) as a result of transferring all or a portion of an interest in the partnership or of receiving a distribution from the partnership Complete Schedule K-3 (Form 1065), Part XIII, for each foreign partner subject to section 864(c)(8) on a transfer or distribution.		
27	At any time during the tax year, were there any transfers between the partnership and its partners subject to the disclosure requirements of Regulations section 1.707-8?		
28	Since December 22, 2017, did a foreign corporation directly or indirectly acquire substantially all of the properties constituting a trade or business of your partnership, and was the ownership percentage (by vote or value) for purposes of section 7874 greater than 50% (for example, the partners held more than 50% of the stock of the foreign corporation)? If "Yes," list the ownership percentage by vote and by value. See instructions. Percentage: _____ By vote: _____ By value: _____		X
29	Is the partnership required to file Form 7208, Excise Tax on Repurchase of Corporate Stock (see instructions): a Under the applicable foreign corporation rules?		

Schedule B Other Information (continued)

	Yes	No
b Under the covered surrogate foreign corporation rules? If "Yes" to either (a) or (b), complete Form 7208. See the Instructions for Form 7208.		
30 At any time during this tax year, did the partnership (a) receive (as a reward, award, or payment for property or services); or (b) sell, exchange, or otherwise dispose of a digital asset (or financial interest in a digital asset)? See instructions		
31 Reserved for future use		
32 Check this box if an election out of subchapter K under section 761 is being made. See instructions ☐		
33 Is the partnership electing out of the centralized partnership audit regime under section 6221(b)? See instructions If "Yes," the partnership must complete Schedule B-2 (Form 1065). Enter the total from Schedule B-2, Part III, line 3 If "No," complete Designation of Partnership Representative below.		X

Designation of Partnership Representative (see instructions)

Enter below the information for the partnership representative (PR) for the tax year covered by this return.

Name of PR TROY PAFF	
U.S. address of PR 417 RANCHITOS ROAD TAOS, NM 87571	U.S. phone number of PR (505) 506-1523
If the PR is an entity, name of the designated individual for the PR	
U.S. address of designated individual	U.S. phone number of designated individual

Schedule K		Partners' Distributive Share Items		Total amount
Income (Loss)	1	Ordinary business income (loss) (page 1, line 23)		1 (28,346)
	2	Net rental real estate income (loss) (attach Form 8825)		2
	3a	Other gross rental income (loss)	3a	
	b	Expenses from other rental activities (attach statement)	3b	
	c	Other net rental income (loss). Subtract line 3b from line 3a		3c
	4	Guaranteed payments: a Services 4a b Capital 4b	4b	
	c	Total. Add lines 4a and 4b		4c
	5	Interest income		5
	6	Dividends and dividend equivalents: a Ordinary dividends	6a	
	b	Qualified dividends 6b c Dividend equivalents 6c	6c	
	7	Royalties		7
8	Net short-term capital gain (loss) (attach Schedule D (Form 1065))		8	
9a	Net long-term capital gain (loss) (attach Schedule D (Form 1065))		9a	
b	Collectibles (28%) gain (loss)		9b	
c	Unrecaptured section 1250 gain (attach statement)		9c	
10	Net section 1231 gain (loss) (attach Form 4797)		10	
11	Other income (loss) (see instructions) Type:		11	
Deductions	12	Section 179 deduction (attach Form 4562)		12
	13a	Cash contributions		13a
	b	Noncash contributions		13b
	c	Investment interest expense		13c
	d	Section 59(e)(2) expenditures: (1) Type: (2) Amount:		13d(2)
e	Other deductions (see instructions) Type:		13e	
Self-Employment	14a	Net earnings (loss) from self-employment		14a (28,346)
	b	Gross farming or fishing income		14b
	c	Gross nonfarm income		14c 6,509
Credits	15a	Low-income housing credit (section 42(j)(5))		15a
	b	Low-income housing credit (other)		15b
	c	Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable)		15c
	d	Other rental real estate credits (see instructions) Type:		15d
	e	Other rental credits (see instructions) Type:		15e
	f	Other credits (see instructions) Type:		15f
Inter-national	16	Attach Schedule K-2 (Form 1065), Partners' Distributive Share Items-International, and check this box to indicate that you are reporting items of international tax relevance ☐ Qualified for exception to filing Schedule K-2		
Alternative Minimum Tax (AMT) Items	17a	Post-1986 depreciation adjustment		17a
	b	Adjusted gain or loss		17b
	c	Depletion (other than oil and gas)		17c
	d	Oil, gas, and geothermal properties - gross income		17d
	e	Oil, gas, and geothermal properties - deductions		17e
	f	Other AMT items (attach statement)		17f
Other Information	18a	Tax-exempt interest income		18a
	b	Other tax-exempt income		18b
	c	Nondeductible expenses		18c
	19a	Distributions of cash and marketable securities		19a
	b	Distributions of other property		19b
	20a	Investment income		20a
	b	Investment expenses		20b
	c	Other items and amounts (attach statement)		
21	Total foreign taxes paid or accrued		21	

Analysis of Net Income (Loss) per Return

1	Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13e, and 21	1	(28,346)				
2	Analysis by partner type:	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)	(iv) Partnership	(v) Exempt organization	(vi) Nominee/Other
a	General partners						
b	Limited partners		(27,497)		(849)		

Schedule L Balance Sheets per Books

		Beginning of tax year		End of tax year	
Assets		(a)	(b)	(c)	(d)
1	Cash				
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts				
3	Inventories				
4	U.S. Government obligations				
5	Tax-exempt securities				
6	Other current assets (attach statement)				
7a	Loans to partners (or persons related to partners)				
b	Mortgage and real estate loans				
8	Other investments (attach statement)				
9a	Buildings and other depreciable assets				
b	Less accumulated depreciation				
10a	Depletable assets				
b	Less accumulated depletion				
11	Land (net of any amortization)				
12a	Intangible assets (amortizable only)				
b	Less accumulated amortization				
13	Other assets (attach statement)				
14	Total assets				
Liabilities and Capital					
15	Accounts payable				
16	Mortgages, notes, bonds payable in less than 1 year				
17	Other current liabilities (attach statement)				
18	All nonrecourse loans				
19a	Loans from partners (or persons related to partners)				
b	Mortgages, notes, bonds payable in 1 year or more				
20	Other liabilities (attach statement)				
21	Partners' capital accounts				
22	Total liabilities and capital				

Schedule M-1 Reconciliation of Income (Loss) per Books With Analysis of Net Income (Loss) per Return

Note: The partnership may be required to file Schedule M-3. See instructions.

1	Net income (loss) per books	(28,346)	6	Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize):		a	Tax-exempt interest \$	
3	Guaranteed payments (other than health insurance)		7	Deductions included on Schedule K, lines 1 through 13e, and 21, not charged against book income this year (itemize):	
4	Expenses recorded on books this year not included on Schedule K, lines 1 through 13e, and 21 (itemize):		a	Depreciation \$	
a	Depreciation \$		8	Add lines 6 and 7	
b	Travel and entertainment \$		9	Income (loss) (Analysis of Net Income (Loss) per Return, line 1). Subtract line 8 from line 5	(28,346)
5	Add lines 1 through 4	(28,346)			

Schedule M-2 Analysis of Partners' Capital Accounts

1	Balance at beginning of year	115,970	6	Distributions:	a Cash	
2	Capital contributed:	25,637	b	Property		
a	Cash		7	Other decreases (itemize):		
b	Property		8	Add lines 6 and 7		
3	Net income (loss) (see instructions)	(28,346)	9	Balance at end of year. Subtract line 8 from line 5		113,261
4	Other increases (itemize):					
5	Add lines 1 through 4	113,261				

Form 1065

U.S. Return of Partnership Income

OMB No. 1545-0123

For calendar year 2023, or tax year beginning _____, 2023, ending _____, 20 _____.

2023

Department of the Treasury
Internal Revenue ServiceGo to www.irs.gov/Form1065 for instructions and the latest information.

A Principal business activity	Name of partnership	D Employer identification number
FILM PRODUCTION	25 REVOLUTIONS LLC	87-1823485
B Principal product or service	Number, street, and room or suite no. If a P.O. box, see instructions.	E Date business started
FILM PRODUCTION	1207 GLEN COVE DRIVE	06-10-2021
C Business code number	City or town, state or province, country, and ZIP or foreign postal code	F Total assets (see instructions)
999000	RICHARDSON, TX 75080	\$ 0

G Check applicable boxes: (1) ☐ Initial return (2) ☐ Final return (3) ☐ Name change (4) ☐ Address change (5) ☐ Amended return

H Check accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify): _____

I Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year: 28

J Check if Schedules C and M-3 are attached ☐

K Check if partnership: (1) ☐ Aggregated activities for section 465 at-risk purposes (2) ☐ Grouped activities for section 469 passive activity purposes

Caution: Include only trade or business income and expenses on lines 1a through 23 below. See the instructions for more information.

Income	1 a Gross receipts or sales	b Less returns and allowances	c Balance	1c
	2 Cost of goods sold (attach Form 1125-A)			2
	3 Gross profit. Subtract line 2 from line 1c			3
	4 Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)			4
	5 Net farm profit (loss) (attach Schedule F (Form 1040))			5
	6 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)			6
	7 Other income (loss) (attach statement)			7
	8 Total income (loss). Combine lines 3 through 7			8
Deductions (see instructions for limitations)	9 Salaries and wages (other than to partners) (less employment credits)			9
	10 Guaranteed payments to partners			10
	11 Repairs and maintenance			11
	12 Bad debts			12
	13 Rent			13
	14 Taxes and licenses			14
	15 Interest (see instructions)			15
	16a Depreciation (if required, attach Form 4562)	16a		
	b Less depreciation reported on Form 1125-A and elsewhere on return	16b		16c
	17 Depletion (Do not deduct oil and gas depletion.)			17
	18 Retirement plans, etc.			18
	19 Employee benefit programs			19
	20 Energy efficient commercial buildings deduction (attach Form 7205)			20
	21 Other deductions (attach statement)	Statement #4		21 19,203
22 Total deductions. Add the amounts shown in the far right column for lines 9 through 21			22 19,203	
23 Ordinary business income (loss). Subtract line 22 from line 8			23 (19,203)	
Tax and Payment	24 Interest due under the look-back method - completed long-term contracts (attach Form 8697)			24
	25 Interest due under the look-back method - income forecast method (attach Form 8866)			25
	26 BBA AAR imputed underpayment (see instructions)			26
	27 Other taxes (see instructions)			27
	28 Total balance due. Add lines 24 through 27			28
	29 Elective payment election amount from Form 3800			29
	30 Payment (see instructions)			30
	31 Amount owed. If the sum of line 29 and line 30 is smaller than line 28, enter amount owed			31
	32 Overpayment. If the sum of line 29 and line 30 is larger than line 28, enter overpayment			32

Sign
Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than partner or limited liability company member) is based on all information of which preparer has any knowledge.

TROY PAFF

Signature of partner or limited liability company member

Date

May the IRS discuss this return
with the preparer shown below?
See instructions. ☒ Yes ☐ NoPaid
Preparer
Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☒ if self-employed	PTIN
Cynthia Gonzales	Cynthia Gonzales	04-15-2024		P01232990
Firm's name	Firm's EIN			
Desert Rose Bookkeeping and Tax Cen	20-0568318			
Firm's address	Phone no. (575) 751-7773			
107 Plaza Garcia Suite F				
Taos, NM 87571				

For Paperwork Reduction Act Notice, see separate instructions.
EEA

Form 1065 (2023)

Schedule B Other Information

1 What type of entity is filing this return? Check the applicable box:				Yes	No
a ☐ Domestic general partnership c ☒ Domestic limited liability company e ☐ Foreign partnership	b ☐ Domestic limited partnership d ☐ Domestic limited liability partnership f ☐ Other:				
2 At the end of the tax year:					
a Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization, or any foreign government own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership					X
b Did any individual or estate own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership					X
3 At the end of the tax year, did the partnership:					
a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (iv) below					X
(i) Name of Corporation		(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting Stock	
b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below					X
(i) Name of Entity		(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital
4 Does the partnership satisfy all four of the following conditions?				X	
a The partnership's total receipts for the tax year were less than \$250,000.					
b The partnership's total assets at the end of the tax year were less than \$1 million.					
c Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return.					
d The partnership is not filing and is not required to file Schedule M-3				X	
If "Yes," the partnership is not required to complete Schedules L, M-1, and M-2; item F on page 1 of Form 1065; or item L on Schedule K-1.					
5 Is this partnership a publicly traded partnership, as defined in section 469(k)(2)?					
6 During the tax year, did the partnership have any debt that was canceled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?					
7 Has this partnership filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction?					
8 At any time during calendar year 2023, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR). If "Yes," enter the name of the foreign country					
9 At any time during the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the partnership may have to file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts. See instructions					
10a Is the partnership making, or had it previously made (and not revoked), a section 754 election? If "Yes," enter the effective date of the election					
See instructions for details regarding a section 754 election.					
b For this tax year, did the partnership make an optional basis adjustment under section 743(b)? If "Yes," enter the total aggregate net positive amount \$ _____ and the total aggregate net negative amount \$(_____) of such section 743(b) adjustments for all partners made in the tax year. The partnership must also attach a statement showing the computation and allocation of each basis adjustment. See instructions					

Schedule B Other Information (continued)		Yes	No
c	For this tax year, did the partnership make an optional basis adjustment under section 734(b)? If "Yes," enter the total aggregate net positive amount \$ _____ and the total aggregate net negative amount \$ (_____) of such section 734(b) adjustments for all partnership property made in the tax year. The partnership must also attach a statement showing the computation and allocation of each basis adjustment. See instructions		
d	For this tax year, is the partnership required to adjust the basis of partnership property under section 743(b) or 734(b) because of a substantial built-in loss (as defined under section 743(d)) or substantial basis reduction (as defined under section 734(d))? If "Yes," enter the total aggregate amount of such section 743(b) adjustments and/or section 734(b) adjustments for all partners and/or partnership property made in the tax year \$ _____. The partnership must also attach a statement showing the computation and allocation of the basis adjustment. See instructions		
11	Check this box if, during the current or prior tax year, the partnership distributed any property received in a like-kind exchange or contributed such property to another entity (other than disregarded entities wholly owned by the partnership throughout the tax year) ☐		
12	At any time during the tax year, did the partnership distribute to any partner a tenancy-in-common or other undivided interest in partnership property?		
13	If the partnership is required to file Form 8858, Information Return of U.S. Persons With Respect To Foreign Disregarded Entities (FDEs) and Foreign Branches (FBs), enter the number of Forms 8858 attached. See instructions		
14	Does the partnership have any foreign partners? If "Yes," enter the number of Forms 8805, Foreign Partner's Information Statement of Section 1446 Withholding Tax, filed for this partnership		
15	Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return 0		
16a	Did you make any payments in 2023 that would require you to file Form(s) 1099? See instructions		
b	If "Yes," did you or will you file required Form(s) 1099?		
17	Enter the number of Forms 5471, Information Return of U.S. Persons With Respect To Certain Foreign Corporations, attached to this return		
18	Enter the number of partners that are foreign governments under section 892		
19	During the partnership's tax year, did the partnership make any payments that would require it to file Forms 1042 and 1042-S under chapter 3 (sections 1441 through 1464) or chapter 4 (sections 1471 through 1474)?		
20	Was the partnership a specified domestic entity required to file Form 8938 for the tax year? See the Instructions for Form 8938		
21	Is the partnership a section 721(c) partnership, as defined in Regulations section 1.721(c)-1(b)(14)?		
22	During the tax year, did the partnership pay or accrue any interest or royalty for which one or more partners are not allowed a deduction under section 267A? See instructions If "Yes," enter the total amount of the disallowed deductions \$ _____		X
23	Did the partnership have an election under section 163(j) for any real property trade or business or any farming business in effect during the tax year? See instructions		
24	Does the partnership satisfy one or more of the following? See instructions a The partnership owns a pass-through entity with current, or prior year carryover, excess business interest expense. b The partnership's aggregate average annual gross receipts (determined under section 448(c)) for the 3 tax years preceding the current tax year are more than \$29 million and the partnership has business interest expense. c The partnership is a tax shelter (see instructions) and the partnership has business interest expense. If "Yes" to any, complete and attach Form 8990.		
25	Is the partnership attaching Form 8996 to certify as a Qualified Opportunity Fund? If "Yes," enter the amount from Form 8996, line 15 \$ _____		X
26	Enter the number of foreign partners subject to section 864(c)(8) as a result of transferring all or a portion of an interest in the partnership or of receiving a distribution from the partnership Complete Schedule K-3 (Form 1065), Part XIII, for each foreign partner subject to section 864(c)(8) on a transfer or distribution.		
27	At any time during the tax year, were there any transfers between the partnership and its partners subject to the disclosure requirements of Regulations section 1.707-8?		
28	Since December 22, 2017, did a foreign corporation directly or indirectly acquire substantially all of the properties constituting a trade or business of your partnership, and was the ownership percentage (by vote or value) for purposes of section 7874 greater than 50% (for example, the partners held more than 50% of the stock of the foreign corporation)? If "Yes," list the ownership percentage by vote and by value. See instructions. Percentage: _____ By vote: _____ By value: _____		X
29	Is the partnership required to file Form 7208 relating to the excise tax on repurchase of corporate stock (see instructions): a Under the applicable foreign corporation rules?		

Schedule B Other Information (continued)

	Yes	No
b Under the covered surrogate foreign corporation rules? If "Yes" to either (a) or (b), complete Form 7208, Excise Tax on Repurchase of Corporate Stock. See the instructions for Form 7208.		
30 At any time during this tax year, did the partnership (a) receive (as a reward, award, or payment for property or services); or (b) sell, exchange, or otherwise dispose of a digital asset (or financial interest in a digital asset)? See instructions		
31 Is the partnership electing out of the centralized partnership audit regime under section 6221(b)? See instructions If "Yes," the partnership must complete Schedule B-2 (Form 1065). Enter the total from Schedule B-2, Part III, line 3 If "No," complete Designation of Partnership Representative below.		X

Designation of Partnership Representative (see instructions)

Enter below the information for the partnership representative (PR) for the tax year covered by this return.

Name of PR **TROY PAFF**U.S. address of PR **417 RANCHITOS ROAD
TAOS NM 87571**U.S. phone number of PR **(505) 506-1523**

If the PR is an entity, name of the designated individual for the PR

U.S. address of designated individual

U.S. phone number of designated individual

Schedule K		Partners' Distributive Share Items		Total amount
Income (Loss)	1	Ordinary business income (loss) (page 1, line 23)		1 (19,203)
	2	Net rental real estate income (loss) (attach Form 8825)		2
	3a	Other gross rental income (loss)	3a	
	b	Expenses from other rental activities (attach statement)	3b	
	c	Other net rental income (loss). Subtract line 3b from line 3a		3c
	4	Guaranteed payments: a Services 4a 47,500 b Capital 4b	4c	47,500
	c	Total. Add lines 4a and 4b		5
	5	Interest income		6a
	6	Dividends and dividend equivalents: a Ordinary dividends	6b	
	b	Qualified dividends	c Dividend equivalents 6c	
	7	Royalties		7
8	Net short-term capital gain (loss) (attach Schedule D (Form 1065))		8	
9a	Net long-term capital gain (loss) (attach Schedule D (Form 1065))		9a	
b	Collectibles (28%) gain (loss)		9b	
c	Unrecaptured section 1250 gain (attach statement)		9c	
10	Net section 1231 gain (loss) (attach Form 4797)		10	
11	Other income (loss) (see instructions) Type:		11	
Deductions	12	Section 179 deduction (attach Form 4562)		12
	13a	Cash contributions		13a
	b	Noncash contributions		13b
	c	Investment interest expense		13c
	d	Section 59(e)(2) expenditures: (1) Type: (2) Amount:		13d(2)
e	Other deductions (see instructions) Type:		13e	
Self-Employment	14a	Net earnings (loss) from self-employment		14a 28,297
	b	Gross farming or fishing income		14b
	c	Gross nonfarm income		14c
Credits	15a	Low-income housing credit (section 42(j)(5))		15a
	b	Low-income housing credit (other)		15b
	c	Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable)		15c
	d	Other rental real estate credits (see instructions) Type:		15d
	e	Other rental credits (see instructions) Type:		15e
	f	Other credits (see instructions) Type:		15f
Inter-national	16	Attach Schedule K-2 (Form 1065), Partners' Distributive Share Items-International, and check this box to indicate that you are reporting items of international tax relevance ☐ Qualified for exception to filing Schedule K-2		
Alternative Minimum Tax (AMT) Items	17a	Post-1986 depreciation adjustment		17a
	b	Adjusted gain or loss		17b
	c	Depletion (other than oil and gas)		17c
	d	Oil, gas, and geothermal properties - gross income		17d
	e	Oil, gas, and geothermal properties - deductions		17e
	f	Other AMT items (attach statement)		17f
Other Information	18a	Tax-exempt interest income		18a
	b	Other tax-exempt income		18b
	c	Nondeductible expenses		18c
	19a	Distributions of cash and marketable securities		19a
	b	Distributions of other property		19b
	20a	Investment income		20a
	b	Investment expenses		20b
c	Other items and amounts (attach statement)			
21	Total foreign taxes paid or accrued		21	

Analysis of Net Income (Loss) per Return

1	Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13e, and 21	1	28,297				
2	Analysis by partner type:	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)	(iv) Partnership	(v) Exempt Organization	(vi) Nominee/Other
a	General partners						
b	Limited partners		28,874		(385)		(192)

Schedule L Balance Sheets per Books

		Beginning of tax year		End of tax year	
Assets		(a)	(b)	(c)	(d)
1	Cash				
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts				
3	Inventories				
4	U.S. Government obligations				
5	Tax-exempt securities				
6	Other current assets (attach statement)				
7a	Loans to partners (or persons related to partners)				
b	Mortgage and real estate loans				
8	Other investments (attach statement)				
9a	Buildings and other depreciable assets				
b	Less accumulated depreciation				
10a	Depletable assets				
b	Less accumulated depletion				
11	Land (net of any amortization)				
12a	Intangible assets (amortizable only)				
b	Less accumulated amortization				
13	Other assets (attach statement)				
14	Total assets				
Liabilities and Capital					
15	Accounts payable				
16	Mortgages, notes, bonds payable in less than 1 year				
17	Other current liabilities (attach statement)				
18	All nonrecourse loans				
19a	Loans from partners (or persons related to partners)				
b	Mortgages, notes, bonds payable in 1 year or more				
20	Other liabilities (attach statement)				
21	Partners' capital accounts				
22	Total liabilities and capital				

Schedule M-1 Reconciliation of Income (Loss) per Books With Analysis of Net Income (Loss) per Return

Note: The partnership may be required to file Schedule M-3. See instructions.

1	Net income (loss) per books	(19,203)	6	Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize):		a	Tax-exempt interest \$	
3	Guaranteed payments (other than health insurance)	47,500	7	Deductions included on Schedule K, lines 1 through 13e, and 21, not charged against book income this year (itemize):	
4	Expenses recorded on books this year not included on Schedule K, lines 1 through 13e, and 21 (itemize):		a	Depreciation \$	
a	Depreciation \$				
b	Travel and entertainment \$		8	Add lines 6 and 7	
5	Add lines 1 through 4	28,297	9	Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5	28,297

Schedule M-2 Analysis of Partners' Capital Accounts

1	Balance at beginning of year	8,673	6	Distributions: a Cash	
2	Capital contributed: a Cash	126,500	b	Property	
	b Property		7	Other decreases (itemize):	
3	Net income (loss) (see instructions)	28,297			
4	Other increases (itemize):		8	Add lines 6 and 7	
5	Add lines 1 through 4	163,470	9	Balance at end of year. Subtract line 8 from line 5	163,470

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) 25 REVOLUTIONS	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 1207 GLEN COVE DR	Requester's name and address (optional) PREKINDLE LLC 2807 ALLEN ST, # 2275 DALLAS, TX 75204
6 City, state, and ZIP code RICHARDSON, TX 75080-3917		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
8	7 - 1 8 2 3 4 8 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Frey Huff</i>
------------------	--

Date 02/03/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they