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m Moore
LAOO

Michael G. Adams
Kentucky Secretary of State
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This Articles of Organization (the "Agreement") of See You Next Tuesday on liability company (the "LLC"), is entered into as of March 1, 2023 by and among listed below.

ARTICLE I - FORMATION AND PURPOSE

1.1 Formation. The LLC was formed on March 1, 2023 under the laws of the state of Kentucky.

1.2 Purpose. The purpose of the LLC is to engage in any lawful act or activity for which a limited liability company may be formed under the laws of the state of Kentucky and to to produce a live taping of Mandee's one woman show with intent to sell or distribute.

ARTICLE II - MEMBERSHIP

2.1 Members. The initial members and organizers of the LLC are as follows:

Member/Organizer One: She Dreams Content Development and Production, LLC (CEO: Jessica Mathis) 1721 Wickham Way Louisville, KY 40223

Member/Organizer Two: Mandee McKelvey 405 Donard Park Ave Louisville, KY 40218

2.2 Capital Contributions. At the date of signing, each member has contributed capital to the LLC in the amount set forth below:

-Joint contribution \$5000 from KFW Grant

-Mandee McKelvey is granting the license to her original copyrighted work via a license agreement.

-Jessica Mathis has provided more than 35 hours unpaid work.

2.3 Membership Interest. Each of the founding members owns an equal 50% share in the LLC. If investors or members should be added at a later date, a new agreement will be formed and signed before adding said members. Adding members will require an approval vote from both founding members.

2.4 Voting Rights. Each member shall have one vote on all matters requiring a vote of the members. 2.5 Principal Office Address is 1721 Wickham Way

ARTICLE III - MANAGEMENT

3.1 Management. The LLC shall be Manager Managed.

3.2 The following provisions shall apply:

(a) Jessica Mathis shall serve as manager to manage the LLC's business and affairs.

(b) She Dreams Content Development and Production LLC shall serve as registered agent at 1721 Wickham Way Louisville, KY 40223

(c) Duties of Manager. The manager shall have the power and authority to manage and control the LLC's business and affairs according to the agreement below.

3.3 When managing the LLC:

- (a) Both members will be signers on the joint bank account, but a discussion and signatures from both Jessica and Mandee will be required on expense approval forms to show agreement in writing for any funds spent on individual items outside the production budget. A budget agreement form will be used for the actual production expenses to pre-approve crew deal memos (hiring agreements) and expedite the process of hiring and payout.
- (b) All decisions impacting the LLC such as but not limited to adding members, sell of the LLC, licensing of the created content or decisions impacting assets will require a positive vote from each member in separate written agreements. Additional agreements pertaining to fundraising, operations, decisions will be in writing and signed by both parties.
- (c) With work regarding the LLC and production of product, Jessica Mathis will be contracted as producer and track hours of work contributed and be compensated based on reduced producer rates of \$35 to \$50 per hour out of raised funds or later sale. Members agree that agreed upon budget for production must be met before payments are made to producers or distribution of profits, and neither member will be held liable or in debt to the other if fundraising or sales/distribution fails to cover costs.
- (d) This is an agreement to produce a recorded live version of the licensed material to include segments known as "My Left Boob," and "Exes and Embryos." This agreement pertains only to the live taping jointly created and owned by this LLC. Mandee is allowed to do whatever she wants with the original content without approval or limitation from the agreement for this recorded video version. This includes but is not limited to performing, altering, and distributing in other media formats such as scripts, podcasts, etc.
- (e) Regarding the LLC and license life expectancy: Should the LLC fail to move forward, make money within 2 years or has fulfilled its purpose, members agree to dissolve the LLC.
- (f) Regarding quality of production: Both parties must sign off to the quality of the production before seeking distribution.
- (g) Responsibilities per member shall be as follows:

Jess responsibilities:

- As executive Producer, Jess will be responsible for the following
 - Creating a budget for, exploring video production crew availabilities, costs and elements necessary to write grants
 - Responding to communications in a timely manner and signing off on joint decisions when in agreement
 - Managing the budget for the production
 - Hiring and direction of crew
 - Payout of 1099 invoices for crew
 - Tracking receipts and information for end of year grant reporting and tax filing
 - Securing location
 - Liason between location and Mandee, so Mandee doesn't have to worry about any side of production

- All producing tasks related to crew and production so mandee can focus on her performance (there will still be some things Mandee will need to give input on)
- Assisting with getting audience in
- Assist in promotion, attending meetings for potential sale if possible etc
- Filing end of year grant reports and receipts
- Assist in further fundraising
- Seeking out potential partners leading to distribution

Mandee responsibilities

- Mandee will be responsible for:
 - Gathering and supplying requests from Jessica for grant applications
 - Polishing and preparing her content and material
 - Responding to communications in a timely manner and signing off on joint decisions when in agreement
- Regarding the production:
 - Creating a bullet point outline of the show with key points that are especially powerful for a close up angle or special pan, etc
 - Assist with getting audience in
 - Review of draft edits of show and notes
 - Assist in promotion, attending meetings for potential sale if possible
 - Submitting any receipts spent on the production to Jessica for tracking
 - Including the grant and deductions on her 2023 taxes (The idea is to spend it all and get receipts/invoices so you don't pay anything on it)
 - Assist in further fundraising
 - Seeking out potential partners leading to distribution

ARTICLE IV - DISTRIBUTIONS

4.1 Distributions. Distributions of profits and losses shall be made to the members in proportion to their membership interests. At this time, founding members each hold a 50% interest, but it is agreed that any labor debts (such as a member performing x amount of work unpaid) and any financial contributions from members (such as a member contributing x dollars) shall be repaid to the appropriate member before profit is distributed.

4.2 Distributions of Capital. Distributions of capital shall be made to the members in proportion to their interests.

ARTICLE V - TRANSFER OF INTEREST

5.1 Restrictions on Transfer. No member may transfer all or any part of their membership interest in the LLC without the prior written consent of the other members.

5.2 Permitted Transfers. Notwithstanding Section 5.1, a member may transfer their membership interest to any person who is already a member of the LLC or to a person who becomes a member with the written consent of the other members.

ARTICLE VI - DISSOLUTION AND TERMINATION OR SALES

6.1 Dissolution. The LLC shall be dissolved upon the occurrence of any of the following events:

- (a) By a vote of a majority of the members;
- (b) The expiration of the LLC's term, if any;
- (c) The bankruptcy or insolvency of the LLC; or
- (d) The occurrence of any event that makes it unlawful for the LLC to continue its business.

6.2 Termination. Upon dissolution of the LLC, the affairs of the LLC shall be wound up in accordance with the laws of the state of Kentucky. The joint bank account will be dissolved and balance evenly distributed after debts are repaid to members.

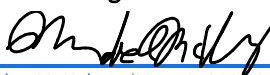
6.3 Sales: It will be decided at a later date through a separate agreement if the distribution of the product will be via sale of the LLC or through granting a copyright license of the video recording to a third party.

- (a) Any sale or licensing will require a vote from each member and be a unanimous decision.
- (b) Members agree that sale or licensing will require the assistance of an entertainment attorney, retained by the LLC.
- (c) Should the LLC fail to find distribution with a third party within **6 months**, the LLC agrees to discuss self-distribution online and will determine the best outlets at a later date.

ARTICLE VII - MISCELLANEOUS

7.1 Governing Law. This Agreement shall be governed by and construed in accordance with the state of Kentucky

Member Signatures:


Mande McKelvey (Mar 12, 2023 22:33 EDT)

Mar 12, 2023

Mande McKelvey

 2/26/2023
On behalf of:
She Dreams Content Development and Creation, LLC
Jessica Mathis, CEO









Mandee McKelvey _ Jess Operating LLC Agreement

Final Audit Report

2023-03-13

Created:	2023-02-27
By:	Jessica Mathis (divinityrose@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALT0kOwM2eX5x72asApHufs1cfNFjZ_Dd

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-  Document created by Jessica Mathis (divinityrose@gmail.com)
2023-02-27 - 3:35:41 AM GMT- IP address: 74.138.135.126
-  Document emailed to methodmandee@yahoo.com for signature
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-  Email viewed by methodmandee@yahoo.com
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-  New document URL requested by Jessica Mathis (divinityrose@gmail.com)
2023-03-11 - 2:19:21 PM GMT- IP address: 74.138.135.126
-  Email viewed by methodmandee@yahoo.com
2023-03-11 - 4:20:36 PM GMT- IP address: 69.147.86.72
-  Signer methodmandee@yahoo.com entered name at signing as Mandee McKelvey
2023-03-13 - 2:33:53 AM GMT- IP address: 74.138.22.103
-  Document e-signed by Mandee McKelvey (methodmandee@yahoo.com)
Signature Date: 2023-03-13 - 2:33:55 AM GMT - Time Source: server- IP address: 74.138.22.103
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