

Commonwealth of Kentucky
Michael G. Adams, Secretary of State

LAOO
1442590.06
Michael G. Adams
Secretary of State
Received and Filed
3/29/2025 12:00:00 AM
Fee receipt: \$40

Michael G. Adams
Secretary of State
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Articles of Organization
Limited Liability Company

KLC

Pursuant to KRS 14A and KRS 275, the undersigned applies to qualify and for that purpose submits the following statements:

Article I: The name of the limited liability company is

FINAL BOSS FILMS LLC

Article II: The name of the initial registered agent is

Nathan Dalton

and the street address of the entity's initial registered office in Kentucky is

32 Miller Lane, Fort Thomas, KY 41075

Article III: The mailing address of the entity's principal office is

32 MILLER LN, FORT THOMAS, KY 41075-1808

Article IV: This entity is managed by **Members**.

Article V: Additional articles not inconsistent with law may be stated in the space below.

1. Intellectual Property (IP) Ownership:

* **Clause 1.1: "All intellectual property rights, including copyrights, trademarks, and other proprietary rights, in any films, screenplays, scripts, footage, sound recordings, marketing materials, and related assets produced or acquired by the LLC, shall be owned by the LLC, unless otherwise agreed upon in writing by all members."**

* **Clause 1.2: "The ownership of intellectual property produced by the LLC shall be divided equally among the members as follows: Member A: 33.33%, Member B: 33.33%, Member C: 33.33%. This distribution may be modified by unanimous written agreement of all members on a global or per picture basis."**

* **Clause 1.3: "Upon a member's withdrawal from the LLC, their intellectual property rights related to ongoing or future projects shall be determined by the exit clause [5. Leaving the LLC]."**

2. Decision-Making:

* **Clause 2.1: "Major decisions, including but not limited to film production, distribution agreements, budget approvals, and significant financial expenditures, shall require a Unanimous vote of the members."**

* **Clause 2.2: "Creative decisions for each individual film shall be primarily determined by the director assigned to that film, subject to the overall financial and production constraints approved by the members."**

* **Clause 2.3: "In the event of a deadlock or disagreement among members, the matter shall be resolved through Mediation."**

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3. Contributions and Distributions:

- * Clause 3.1: "Members shall contribute equally to the initial capital of the LLC. If a different contribution schedule is agreed upon in writing by all members, the schedule shall govern."
 - * Clause 3.2: "Profits and losses of the LLC shall be distributed to members according to their respective ownership percentages, unless otherwise specified in the operating agreement or a separate sharing agreement."
 - * Clause 3.3: "Members are expected to contribute a minimum of [Number] hours per [Time Period] to the LLC's projects. Failure to meet this requirement may result in [Financial Penalty/Reduction in Distribution/Other Consequence], as determined by the managing member or a majority vote."

4. Management and Roles:

- * Clause 4.1: "Member Nathan Dalton shall serve as the Managing Member and shall be responsible for LLC upkeep, acquiring distribution, financial management, legal compliance, contract negotiation, as well as general creative duties."
- * Clause 4.2: "Member Steve Morris shall serve as the Head of Production and shall be responsible for scheduling, hiring crew, equipment rentals and other "
 - * Clause 4.3: "Member Jay Johnson shall serve as the Head of post and shall be responsible for general QC, festival submissions, distribution deliverables, and the creation of marketing materials."
 - * Clause 4.4: "Each member will maintain detailed records of their work on each project."

5. Leaving the LLC (Exit Clause):

- * Clause 5.1: "If a member wishes to withdraw from the LLC, they must provide written notice to the remaining members at least 90 days in advance."
- * Clause 5.2: "The withdrawing member's interest in the LLC shall be valued at fair market value. The remaining members shall have the option to purchase the withdrawing member's interest within 90 days."
- * Clause 5.3: "In the event of a member's death or incapacity, their interest shall pass to [Designated Beneficiary/Estate], subject to the terms of this agreement."
- * Clause 5.4: "Ongoing projects will be completed by the remaining members. If the leaving member's role is critical to the project, the remaining members will work together to replace that function."

6. Credit and Attribution:

- * Clause 6.1: "All members shall receive appropriate on-screen and promotional credit for their contributions to each film, as determined by mutual agreement and in accordance with industry standards."
- * Clause 6.2: "The order and type of credit shall be determined by Majority Vote and shall be documented in writing."
- * Clause 6.3: "Credit disputes will be resolved through Mediation."

This filing will be effective on **Saturday, March 29, 2025.**

We declare under penalty of perjury under the laws of the state of Kentucky that the foregoing is true and correct.

Signature of individual signing on behalf of **Organizer: Nathan Dalton**

Signature of individual signing on behalf of **Organizer: Steven Anthony Morris**

Signature of individual signing on behalf of **Organizer: Jay Christopher Johnson**

I, **Nathan Dalton**, consent to serve as the Registered Agent on

behalf of this entity on Saturday, March 29, 2025

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