

Operating Agreement for Considered Brands LLC

1. Names

This operating agreement is made by Considered Brands LLC, a Kentucky limited liability company (Company); Kevin T. Woo (Member); and John Clayton Pullen (Member). The Company does business as Considered Brands.

2. Formation

The Company has been formed under KRS 275, et. seq. authorizing the formation of limited liability companies. The purpose of the Company is to provide digital media services, internet marketing solutions, marketing and creative design and brand development and consulting, as well as all other lawful commerce which the membership may choose to engage in from time to time.

3. Offices

The Company will have one or more offices at places the members designate.

The initial registered offices of the Company are located at:

916 Fenley Avenue

Louisville, Kentucky 40222

and the resident agent is Kevin T. Woo, 916 Fenley Avenue, Louisville, Kentucky 40222.

4. Management

The members have the right to manage the Company's business. The members, upon mutual agreement, may delegate to another person the authority to perform specified acts on behalf of the Company.

4.1. Officers

The Company shall be governed by two principal officers identified below. The Company may designate and appoint various other officers from time to time as the members shall agree and designate.

4.1.1. Chief Operating Officer

The Chief Operating Officer (COO) will lead all internal operations of the Company. The COO with participation of CCO, will create strategic plans, coordinate operations planning and budgets, and lead marketing development and client relations. Kevin Woo will serve as COO.

4.1.2. Chief Creative Officer

The Chief Creative Officer (CCO) will have primary responsibility for creative decisions for internal and external clients, including the overall look and feel of all materials, media, and branding associated with the Company and its clients. John Clayton Pullen will serve as CCO.

5. Capital Contributions

The Members have contributed time, talent, clients, and domain expertise to the Company. These contributions are in exchange for the Members' equal, fifty (50%) percent interests in the Company.

6. Taxes

For federal tax purposes, the Company will be taxed as a partnership.

7. Funds

The Members will determine the financial institution that will hold Company funds and will determine the authorized signatures on Company accounts. A majority of members must affirm or agree to the assumption of debt, the application or acceptance of a loan of funds or equipment, or any other financial encumbrance substantially impacting the Company.

8. Additional Members

The Company may admit one or more additional members upon such terms as are determined by the Company and the Members. If new members are admitted, the articles of organization and the operating agreement will be appropriately amended.

9. Distributions

The Members will determine when and how cash and other assets of the Company will be distributed.

10. Dispute resolution

In the event that the members are unable to resolve a dispute related to the Company, the members agree to submit to mediation with an outside party who will conduct the mediation. Members agree that litigation is a costly expense that each member will endeavor to avoid. Further, members waive their rights to sue or otherwise file a complaint in any form or fashion in state or federal court until mediation efforts have been made and exhausted as certified by a

third-party mediator.

11. Transfers or Assignment

If at any time a Member proposes to sell, transfer, assign, or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days of receipt of the written offer, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.


Operating Agreement for Considered Brands LLC

Considered Brands LLC,
a Kentucky limited liability company

Dated: 2/10/14

By: 

Kevin T. Woo, Member

By: 

John Clayton Pullen, Member