

# LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR

## Games'n'Guides

*A Manager-Managed Limited Liability Company*

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### ARTICLE I

#### **Company Formation**

- 1.1 **FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.
- 1.2 **NAME.** The name of the Company shall be. Games'n'Guides.
- 1.3 **REGISTERED AGENT.** The name and location of the registered agent of the Company shall be:  
Barbara O'Banion  
300 Bohicket Rd  
Wilmore, Ky 40390
- 1.4 **TERM.** The Company shall continue for a perpetual period.  
(a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or  
(b) Any event which makes it unlawful for the business of the Company to be carried on by the  
(c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of  
(d) Any other event causing dissolution of this Limited Liability Company under the laws of the State of
- 1.5 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence
- 1.6 **BUSINESS PURPOSE.** The purpose of the Company is to sell products on Amazon Marketplace.
- 1.7 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:  
3070 Lakewood Circle  
Suite 400 #101  
Lexington, Ky 40513
- Principal place of business may be changed at a location the Managers from time to time select.
- 1.8 **THE MEMBERS.** The name and place of residence of each member are contained in Exhibit 2 attached
- 1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no

### ARTICLE II

#### **Capital Contributions**

- 2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital as described in
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to m

### **ARTICLE III**

#### **Profits, Losses and Distributions**

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses s
- 3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frec

### **ARTICLE IV**

#### **Management**

- 4.1 **MANAGEMENT OF THE BUSINESS.** The name and place of residence of each Manager is attached as Ex
- 4.2 **MEMBERS.** The liability of the Members shall be limited as provided pursuant to applicable law. Members that are not Managers shall take no part whatever in the control, manag
- 4.3 **POWERS OF MANAGERS.** The Managers are authorized on the Company's behalf to make all decisio
- 4.4 **CHIEF EXECUTIVE MANAGER.** The Chief Executive Manager shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the
- 4.5 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any no
- 4.6 **COMPANY INFORMATION.** Upon request, the Managers shall supply to any member information req
- 4.7 **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or
- 4.8 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is
- 4.9 **RECORDS.** The Managers shall cause the Company to keep at its principal place of business the fo
- (a) a current list in alphabetical order of the full name and the last known street address of each Member;
  - (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
  - (c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
  - (d) copies of any financial statements of the limited liability company for the three most recent years.

### **ARTICLE V**

#### **Compensation**

- 5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensatio
- 5.2 **REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-p

### **ARTICLE VI**

#### **Bookkeeping**

- 6.1 **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affa
- 6.2 **MEMBER'S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for ea

(a) any additional capital contribution made by him/her;  
(b) credit balances transferred from his distribution account to his capital account;  
and decreased by:

(a) distributions to him/her in reduction of Company capital;  
(b) the Member's share of Company losses if charged to his/her capital account.

6.3 **REPORTS.** The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

## **ARTICLE VII**

### **Transfers**

7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of

## **CERTIFICATE OF FORMATION**

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating

agreement is adopted and approved by each member, the agreement consisting of 8 pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of Games'n'Guides , adopted by the members as of October, 26 2011.

**Members:**

\_\_\_\_\_  
Signature

**Printed Name** Chester Couch III

\_\_\_\_\_  
Percent: 100%

**EXHIBIT 1**  
**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**  
**FOR**  
**Games'n'Guides**  
**LISTING OF MANAGERS**

By a majority vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:

<p>_____ Printed Name: <u>Chester Couch III</u> Chief Executive Manager</p> <p>117 Lansdowne dr Nicholasville, Ky 40356</p> <p>_____ Printed Name _____ Title _____ _____ Address</p>	
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The above listed Manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and Agreed this 26th day of October, 2011.

\_\_\_\_\_  
Signature of Member

Printed Name \_\_\_\_\_

## **EXHIBIT 2**

# **LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR Games'n'Guides**

## **LISTING OF MEMBERS**

As of the 26th day of October, 2011 the following is a list of Members of the Company:

**Name** Chester Couch III                      **Percent**100%

Address: 117 Lansdowne dr, Nicholasville, Ky 40356

Authorized by Member(s) to provide Member Listing as of this 26th day of October, 2011.

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Signature of Member

**EXHIBIT 3**  
**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**  
**FOR**  
**Games'n'Guides**

**CAPITAL CONTRIBUTIONS**

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$3,000. The description and each individual portion of this initial contribution is as follows:

<u>New and used video game inventory and guide books</u>	<u>\$ 3,000</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SIGNED AND AGREED this 26th day of October, 2011.

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member