**All Custom Goods & Entertainment, LLC
Operating Agreement**

Nicholas Patterson Ceo

Aquilah Tease Director

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Formed under the laws of the state of

Oklahoma

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This Operating Agreement (this “Agreement”) of the company named above (the “Company”), is entered into between those individuals executing Exhibit A of this Agreement as members of the Company during the effectiveness of their membership, as provided below (the “Members”).

* Articles of Organization. The Members have formed or shall form a limited liability company pursuant to and in accordance with the statutes of the state entered above (the “State”) regarding the formation and governance of limited liability companies*,* as amended from time to time (the “LLC Statutes”) by the filing of articles of organization substantially in the form of Exhibit B hereto (the “Articles”) with the State’s office of the secretary of state in accordance with the LLC Statutes.
* Powers. The business and affairs of the Company shall be managed by the Members. The Members shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the LLC Statutes.
* Offices. The Company shall have one or more offices at places the Members designate. The initial registered office of the Company shall be as set forth in the Articles, and the Managing Member is the resident agent.
* Officers. The Members may delegate those powers and to the persons holding those offices as described below (“Officers”). Members hold such offices as are set forth in Exhibit A, and such offices may only be changed with the consent of the Members. In the absence of delegation, such powers and offices shall be held by the Managing Member. The Members may remove any non-Member Officer at any time, with or without cause, by giving a written notice of removal to such Officer.
* Managing Member, President. The titles “Managing Member” and “President” shall both refer to the same office in the Company, which office shall be referred to as “President” for purposes of this Section 4. The President must be a Member, shall be the chief executive officer of the Company, shall be responsible for the general and active management of the business of the Company and shall see that all determinations, resolutions and other actions of the Members are carried into effect.
* Vice Presidents. The “Vice President” (or in the event there shall be more than one Vice President, in the order designated at the time of their appointment; or in the absence of any designation, then in the order of their appointment), shall perform the duties of the President in the event of the absence, disability or death of the President, and, when so acting, shall have all of the powers of, and be subject to, the restrictions upon the President. Any Vice President shall perform such other duties as may be assigned to him from time to time by the President or the Members. The Members may designate one or more Vice Presidents as “Executive Vice President” or as Vice President for a particular area of responsibility described in such Vice President’s title.
* Secretary. The “Secretary” shall keep the minutes of the meetings of Members, authenticate the records of the Company, and give and serve all notices of the Company. The Secretary shall have charge of such books and papers as the President or the Members may direct, and shall perform all of the duties incidental to this office.
* Treasurer. The “Treasurer” shall have the custody of the Company's funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the Company and shall deposit all monies and other valuable effects in the name and to the credit of the Company in those depositories designated by the President. The Treasurer shall disburse the funds of the Company as may be ordered by the President, taking proper vouchers for the disbursements, and shall render upon request to the President or to the Members an account of all transactions as Treasurer and of the financial condition of the Company.
* Assistant Secretaries; Assistant Treasurers. The “Assistant Secretaries” and “Assistant Treasurers,” in general, shall perform the duties assigned to them by the Secretary or Treasurer, respectively, or by the President.
* Formation; Qualification. The Managing Member is hereby designated as an authorized person, within the meaning of the LLC Statutes and other applicable law, to execute, deliver and file the Articles (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.
* Member Action. Consents, determinations or other actions of the Members called for hereunder or under law, to the extent permitted under the LLC Statutes, shall be made by resolution of the Members, either (1) adopted by Members owning 50% or more of the aggregate capital account balances of the Company at a meeting of the Members; or (2) as allowed under the LLC Statutes pertaining to unanimous consent in lieu of meeting.
* Capital Contribution. The Members have contributed such amounts, in cash, and no other property, to the Company, as shown in Exhibit A. The Members are not required to make any additional capital contributions to the Company. The Members shall not receive interest on their capital contributions to the Company.
* Allocation of Profits and Losses. Unless, until and to the extent that the Members determine that the Company shall be taxed as a corporation, the Company’s profits and losses shall be allocated among the Members in the same proportion as their capital account balances.
* Distributions. Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Members. Such distributions shall be allocated among the Members in the same proportion as their capital account balances.
* Bank Accounts. The Members shall determine the financial institution that shall hold Company funds and shall determine the authorized signatures on Company accounts.
* Assignment. No Member may assign in whole or in part such Member’s interest in the Company.
* Resignation. A Member may only resign from the Company with the consent of the other Members.
* Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Members.
* Member Liability. The Members shall not have any liability for the obligations or liabilities of the Company except to the extent required under the LLC Statutes.
* Governing Law. This Agreement shall be governed by, and construed under, the laws of the State, all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the Members, intending to be legally bound hereby, have duly executed this Operating Agreement as of the date the Articles were or are filed pursuant to Section 1 (the “Effective Date”).

**Exhibit A**

**Members, as of the Effective Date**

|  |  |  |
| --- | --- | --- |
| **Name /Office(s) /Capital Contribution ($ / %)** | **Address** | **Signature** |
| Nicholas Patterson | 6429 e reno, Midwest City, Ok 73110 | /c/Nicholas Patterson |
| Managing Member, President |
| $30,587 | 50% |
| Aquilah Tease | 6429 e reno, Midwest City, Ok 73110 | /c/Aquilah Tease |
| Member |
| $1,000 | 50% |
|  |  |  |
| Member |
| $ | \_\_% |
|  |  |  |
| Member |
| $ | \_\_% |
|  |  |  |
| Member |
| $ | \_\_% |
| **$**31,587 | **100.00%** | **Total Contributed Capital** |

**Exhibit B**

**Articles of Organization**

[Attached]