

LIMITED LIABILITY COMPANY - PARTNERSHIP / MEMBER AGREEMENT

THIS LLC PARTNER AGREEMENT IS ENTERED INTO this 4th day of March, 2014 by and between the following persons whose names and addresses are set forth below:

>	NAME	Braden D. Jobson
>	NAME	Kenneth P. Clark

IT IS MUTUALLY AGREED that upon the commencement date of this LLC partnership agreement, the above named persons shall be deemed to have become partners in business. The terms and conditions of this partnership are as follows:

1. NAME - The firm name shall be

>	Aerolux UAV LLC	
>	DBA	Aerolux Cinema

2. INITIAL REGISTERED OFFICE AND MAILING ADDRESS - The initial registered office shall be

>	1384 Ashford Pl. Florence, KY 41042
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3. INITIAL REGISTERED AGENT –

>	NAME	Kenneth Clark
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4. PURPOSE - The partnership is formed for the purpose of conducting business, including associated business activities, as follows:

>	Cinematography & Photography Services and Products
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5. The limited liability company is to be managed by is MEMBERS.

6. EFFECTIVE DATE - The partnership shall commence/renew on the **START DATE**

>	START DATE	MONTH	March	DATE	4th	YEAR	2014
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7. CAPITAL CONTRIBUTION & DISTRIBUTION OF PROFITS AND LOSSES - No interest shall be paid on the initial contributions to the capital of the partnership or any subsequent contributions to capital or on any undrawn profits of any partner which are credited to his/her account.

CAPITAL CONTRIBUTION			
NAME OF PARTNER	LIST SPECIFIC CONTRIBUTIONS		PERCENTAGE DISTRIBUTION OF PROFITS AND LOSS
Braden D. Jobson	\$1250		\$1250 50%
Kenneth P. Clark	\$1250		\$1250 50%

8. BANKING - It is agreed that during the continuance of the LLC herein, all notes, drafts or money received for and in behalf of the said LLC and by the parties hereto shall be deposited in a bank to be agreed upon by the parties hereto and the moneys credited to said LLC shall only be withdrawn by check, ATM, or direct deposit by CEO or CEO approved partner or member. If in the amount over \$5,000.00 the draw shall be approved by any TWO of the partners whose names appears below:

>	NAME	Braden Jobson
>	NAME	Kenneth Clark

9. SALARIES - No partner shall receive any salary for services rendered to the partnership except as specifically and first approved by each of the partners.

10. MANAGEMENT - The partners shall have equal rights and control in the management of the partnership.

11. BOOKS - It is agreed by said parties, that there shall be kept at all times during the continuance of their partnership, just, and true books of account; wherein all partners shall enter all money received and expended, as well as all other matters relative to the business or management thereof; and that all partners shall have access thereto, without interruption or hindrance by the other.

12. ALLOCATION OF DEPRECIATION OR GAIN OR LOSS ON CONTRIBUTED PROPERTY - The partners understand that, for income tax purposes, the partnership's adjusted basis of some of the contributed property differs from fair market value at which the property was accepted by the partnership. However, the partners intend that the general allocation rule of the Internal Revenue Code shall apply, and that the depreciation or gain or loss arising with respect to this property shall be allocated proportionately between the partners, as allocated in Paragraph 7 above, in determining the taxable income or loss of the partnership and the distributive share of each partner, in the same manner as if such property had been purchased by the partnership at a cost equal to the adjusted tax basis.

13. TERMINATION OF PARTNERSHIP - It is hereby agreed by all parties that at the termination of the partnership or a partner, the said partners shall within a period of thirty (30) days, give a true and final account of all things relating to their business including money, goods, wares, fixtures, and all other properties, which after payment of the partnerships liabilities, shall be divided between them in the same percentages as were profits and losses and within a period of ninety (90) days, truly adjust all matters with the departing partner. At no point can the partner or partners sell their contribution to outside entities. Buy outs will only be made to the departing partner and/or partners; and should said partners be unable to ascertain the value of any of the assets belonging to the partnership, said assets shall then be sold either at private or public sale to be agreed upon by the parties hereto and a division of the proceeds of said sale shall be divided as herein provided.

14. DEATH OF A PARTNER - In the event of the death of a party hereto, the surviving partner(s), shall within a period of thirty (30) days, give to the legal representative of the deceased partner, a true and final account of all things relating to the partnership, and within a period of ninety (90) days, truly adjust all matters with the legal representative of the deceased partner. The surviving partners shall have the privilege of purchasing the interest of the deceased partner from his legal representative upon a true and proper valuation of the interest of the deceased partner. The legal representative of the deceased partner, during reasonable business hours, shall have access to the books of the partnership and examine same personally or with the aid of other persons and make copies thereof or any portion thereof without any interruption or hindrance; and should said partners be unable to ascertain the value of any of the assets belonging to the partnership, said assets shall then be sold either at private or public sale to be agreed upon by the parties hereto and a division of the proceeds of said sale shall be divided as herein provided.

15. RESPONSIBILITY - It is agreed by and between the parties to these presents, that at ALL times during the continuance of their partnership, they and each of them will give their attendance, and do their best endeavors, and to the utmost of their skill and power, exert themselves for their joint interest, profit, benefit and advantage.

16. DRAWINGS - It is further agreed that during the continuance of said partnership the parties hereto shall mutually agree in writing, upon a weekly allowance shall be charged as an item of expense of the partnership, or if otherwise agreed upon in writing, may be charged against their personal interest in said business.

17: MODIFICATIONS - This instrument may not be changed orally. Any modifications of this agreement must be by written supplemental agreement or by contract renewal executed by all parties thereto.

IN WITNESS WHEREOF, the parties have hereunto signed this partnership agreement this

4th day of March, 20 14

[Signature] Co-Founder

NAME

TITLE

[Signature] Co-founder

NAME

TITLE

I, **Kenneth Clark**, Consent to serve as the registered agent on behalf of the limited liability company.

[Signature] Kenneth Clark 3/4/14
Signature of Registered Agent Printed Name Date