

OPERATING ARTICLES
OF
LBJ Entertainment, LLC
(A Kentucky Limited Liability Company)

THIS OPERATING AGREEMENT is made by the members whose names appear below.

WHEREAS, the parties to this Operating Agreement (hereinafter referred to as "Members") desire to create an Operating Agreement to form a Limited Liability Company under Chapter 14A and 275, of the Kentucky Revised Statutes (KRS 14A and KRS 275).

NOW THEREFORE, in consideration of the above premise and mutual promises, covenants and understandings herein contained, the parties do hereby agree as follows:

ARTICLE I
OPERATING AGREEMENT

1.1 Agreement. The Members hereto agree to become associated for the purposes of carrying on a business under KRS 14A and KRS 275.

ARTICLE II
FORMATION OF COMPANY

2.1 Formation. LBJ Entertainment, will be organized as a Kentucky Limited Liability Company by executing and delivering Articles of Organization to the Kentucky Secretary of State.

- 2.2 Name. The name of the Company is **LBJ Entertainment, LLC.**
- 2.3 Principal Place of Business. The principal place of business of the Company within the State of Kentucky shall be **1006 Doriel Street, Villa Hills, KY, 41017.** The Company may locate its places of business and registered office at any other place or places that the Members may from time to time deem advisable.
- 2.4 Agent. The Company's initial registered office shall be at the office of its registered agent at **1006 Doriel Street, Villa Hills, KY, 41017.** The name of its initial registered agent at such address shall be **Laurie Lee Heltsley.** The registered office and the registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Secretary of State pursuant to the Kentucky Revised Statutes.
- 2.5 Term. The term of the Company shall be perpetual from the date of the filing of the Articles of Organization with the Secretary of the State of Kentucky, unless the Company is earlier dissolved in accordance with either the provisions of this operating agreement or operative provisions of Kentucky law.

ARTICLE III

BUSINESS OF COMPANY

- 3.1 Permitted Business
- (A) The business of the Company shall be:
- (1) To operate a business **that provides entertainment services and related products** and carry on any type of business in which the Members may agree.

(2) To borrow money and to issue evidence of indebtedness in the furtherance of any and all of the objects and purposes of its business; and to secure the same by pledges, security interests and/or other liens.

(3) To carry out its purposes, the Company is authorized to do any and all acts and things necessary, appropriate, proper, advisable, convenient or incidental to or for the furtherance and accomplishment of its purpose and for the benefit of its Members.

ARTICLE IV

NAMES AND ADDRESS OF MEMBERS

4.1 The names and addresses of the Members are as follows:

Brent Jeremy Duersch, 880 Stonebridge Dr, Cincinnati, OH 45233

Jennifer Rose DePalma-Duersch, 880 Stonebridge Dr, Cincinnati, OH 45233

Laurie Lee Heltsley, 1006 Doriel Street, Villa Hills, KY 41017

ARTICLE V

RIGHTS AND OBLIGATIONS OF MEMBERS

5.1 Limitation of Liability. Each Member's liability shall be limited as set forth in this Operating Agreement, the Kentucky Revised Statutes, and other applicable law.

5.2 Company Debt Liability. A Member will not be personally liable for any debts or losses of the Company beyond the Members' respective Capital contribution and any obligations of the Member under this Agreement to make Capital contributions.

5.3 Transfer of Assets. A Member may not retire from or sell, transfer, pledge or otherwise encumber his interest in the Company without the prior written consent of the other Members.

In the event that a Member wishes to sell his interest or is forced to sell his interest in the Limited Liability Company, or any part thereof, he must first offer to sell such interest to the remaining Members, and he shall give notice to the remaining Members of his desire to sell, and the remaining Members shall have fourteen (14) days after receipt of such notice within which to give notice of their desire to exercise this option. The remaining Members then have thirty (30) days in which to obtain financing and exercise this option.

5.4 Place of Meetings. The Members may designate any place for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Company.

5.5 Notice of Meetings. Written notice stating the place, day and hour of any meeting and the purpose or purpose for which any meeting is called, shall be delivered no fewer than five (5) working days before either personally or by mail. If all Members consent to the holding of a meeting at that time and place, the meeting shall be valid without call or notice, and at the meeting, lawful action may be taken.

ARTICLE VI

MEETINGS OF MEMBERS

6.1 Annual Meeting. The annual meeting of Members shall be held on the 1st day in **October** or at such time as shall be determined by agreement of the Members, commencing with the year **2012** for the purpose of the transaction of such business as may come before the meeting.

6.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member.

ARTICLE VII

EQUITY CAPITAL OF THE COMPANY

7.1 Members' Capital Contributions. Capital contributions as needed shall be determined by mutual agreement of the Members. The books of the Company shall reflect a joint capital account in the name of the Company.

Initially, the joint capital account of the Company shall consist of each Member's initial capital contribution. Such capital account shall be increased by (1) the additional capital contributions paid or permitted by this Agreement or resulting from the terms of this Agreement; (2) any allocation of Company net profits and net gains as provided in Articles VII and VIII of this Agreement. Such joint capital account shall be decreased by (1) distributions of and reduction of Company capital; (2) Company losses; (3) distributions of cash flow as defined in Articles VII and VIII hereof; and (4) distributions of refinancing funds. No interest shall be paid on the joint capital account. Specifically, at least six months of carrying costs are to be accumulated in the Company's bank account prior to any agreed upon distribution to the Members. Said distributions shall be bi-annual and as funds are available.

7.2 Capital Accounts. The joint capital account of the Company shall be initially funded by a capital contribution from all Members of an equal amount within the same calendar month. Additional capital contributions needed to support the Company operation shall be paid by all Members in equal amounts within the same calendar month. Such capital account shall be held jointly and be accessible by all Members at bank or banks of their naming.

7.3 Ownership And Profit and Losses. The ownership of the Company shall be divided between the members and the profits and losses of the Company shall be shared by the members on the following basis:

Brent Jeremy Duersch	33.33%
Jennifer Rose DePalma-Duersch	33.33%
Laurie Lee Heltsley	33.33%

The same basis of ownership shall be applied to real property acquired and/or created by the Company or its Members during the normal conduct of business. This includes but is not limited to intellectual property created or works performed or written by one or more Member singularly or in any combination during the normal conduct of business.

ARTICLE VIII

ALLOCATIONS OF PROFITS AND LOSSES

8.1 Allocations of Profits and Losses from Operations. The profits of the Company and the return of members' contributions, and the net proceeds resulting from any

refinancing sale, and/or the substantial destruction (but only if the destruction is not restored) of the Company properties shall be set forth in Article VII and VIII. The distribution of the profits and the return of Members' contributions to the extent not realized from refinancing, sale and/or substantial destruction (but only if the destruction is not restored) shall be derived from upon completion and sale if applicable of each separate business transaction.

8.2 Profits and losses shall be calculated as follows:

ADD:

- (a) All accrued income and/or revenue (if any); and

DEDUCT:

- (b) All loan principal amortization(s) paid by the Company.
- (c) The repayment and/or amortization of other debts of the Company;
- (d) Non-cash deductions and/or expenses (including depreciation, amortization and write-off deductions and expenses for buildings, improvements, furniture, fixtures and equipment), deferred costs and deferred expenses;
- (e) Any amounts expended by the Company in the discretion of the Members for capital improvements or deferred costs; and
- (f) Any reasonable reserve, if determined necessary by the Members, for improvements, capital replacement expenditures or any other contingencies of the Company, including any reasonable reserve for working capital, as determined by the Members.

The cash flow as herein determined shall be computed on each business transaction (as described above).

The term Net Profits as used in this Agreement shall mean the net profits of the Company as determined by generally accepted accounting principles for each account period provided for in this Agreement.

Upon the determination of Net Profits of each business transaction, the aforementioned said profits shall be distributed to the Members as set forth in Article VII.

8.3 Draws and Advances. Unless otherwise agreed to by all Members, no Member shall be compensated for services rendered for and/or on behalf of the Company.

ARTICLE IX

MANAGEMENT AND DUTIES

9.1 **Brent Jeremy Duersch** shall act as managing member of the Company with full authority to manage the real property. **Brent Jeremy Duersch** shall keep the books, manage the checking account, pay bills, taxes, insurance, etc.

9.2 Arbitration. In the event that Members cannot agree on any matter pertaining to management of the Company, then such matter shall be settled by the American Arbitration Association, whose decision shall be final and binding and whose deliberations will be in accordance with the rules then in effect governing said association.

The Members shall use their best efforts to carry out the purposes of the business and the objectives of the Company and shall devote to the Company business such time as shall be reasonably required for its welfare and success.

A. Except as otherwise provided in Article VIII, no Member shall, without the consent of the other Member, do or perform any of the following acts:

1. Endorse any note, or act as accommodation party or otherwise become surety for any person on behalf of the Company;
 2. Borrow or lend money, or make, deliver or accept any commercial paper, or execute any mortgage, security agreement, bond or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the Company other than the type of property bought and sold in the ordinary course of its business;
 3. Do any act in contravention of the terms and conditions of this Agreement; or to do any act which makes it impossible to carry on the ordinary business of the Company; or
 4. Confess a judgment against the Company.
 5. Compromise or release any claim of or debt due the Company except upon payment in full, or arbitrate or consent to the arbitration of any dispute or controversy of the Company.
 6. Sell, lease or mortgage any Company real estate or any interest therein or any personal property of the Company, or enter into any Contract for such purpose.
 7. Sell, assign, pledge or hypothecate, or in any manner transfer his interest in this Company or any part thereof, except to the other Parties to this Agreement, without first obtaining the written consent of the other Members as provided for in this Agreement.
- B. Nothing contained in this Agreement shall prohibit or prevent the Members from engaging in or making investments in like or similar businesses,

partnerships or ventures.

ARTICLE X

DISSOLUTION AND TERMINATION OF THE COMPANY

10.1 Death or Incapacity of a Member. In the event of the death or incapacity of any Member, his interest shall inure to the benefit of his respective heirs, executors, administrators, and legal representatives. However, upon the completion of the next accounting period (as described herein), the Company shall terminate and any and all assets or liabilities shall be distributed equally among the surviving Members and the estate of the deceased or incapacitated Member.

10.2 Termination. The retirement, adjudication of bankruptcy or insolvency, death or incompetence of a Member shall automatically dissolve this Limited Liability Company.

10.3 Liquidation. Upon the dissolution and termination of the Company, its profits and losses shall continue to be divided among the Members or their respective representatives during the period of liquidation.

10.4 Dissolution. The Company shall be dissolved when the period fixed for the duration of the Company shall expire pursuant to Article II above, or by the unanimous written agreement of all Members.

(A) Under a dissolution, net profits or losses shall be distributed as described herein.

(B) Upon the filing with the Kentucky Secretary of State of a statement of intent to dissolve the Company, the Company shall cease to carry on its business except insofar as may be necessary for the winding up of its business, but its

separate existence shall continue until a Certificate of Dissolution has been issued by the Kentucky Secretary of State or until a Decree dissolving the Company has been entered by a Court of competent jurisdiction.

(C) Upon a dissolution and termination of the Company, its profits and losses shall continue to be divided among the Members during the period of liquidation in accordance with the provisions of Articles VII and VIII herein. The proceeds of liquidation shall be distributed in the following order:

1. To the creditors of the Company in order of priority as provided by law;
2. To the Members pro rata in payment of any loans or advances made to the Company;
3. To the Members in respect of their pro rata shares of profits from operations (adjusted for a short period, if necessary) for the year of liquidation;
4. To the Members, pro rata, in respect of their capital accounts;
5. To all Members, pro rata, according to their percentage of ownership as set forth herein.

ARTICLE XI

ACCOUNTING

11.1 Books of Account. The proper and usual books of account shall be maintained on an annual accrual basis by the Company, which shall reflect accurately the financial condition of the Company in accordance with the provisions of this Agreement and

generally accepted accounting principles consistently applied. Said books of account shall be maintained at the principal office of the Company or such other office as designated by the Members or their duly constituted representative during the ordinary business hours.

11.2 Fiscal Year. The Company shall adopt and report its operation for purchases on the fiscal year ending December 31st.

11.3 Bank Accounts of the Company. Bank accounts of the Company shall be maintained in such bank or banks (including savings and loans and mutual savings banks) in the Company's name as shall be designated by the Members. All funds of the Company shall be deposited in such account or accounts and all withdrawals therefrom shall be made upon checks signed by such person or persons as may be specified from time to time by the Members.

ARTICLE XII

ADDITIONAL MEMBERS

12.1 Admission to Company. From the date of the formation of the Company, any person or entity acceptable to the Members by unanimous vote may be a Member of this Company.

ARTICLE XIII

ASSIGNMENT OF COMPANY INTEREST

13.1 Except as provided in Articles V, IX, X and XII, a Member may not retire from or sell, transfer, pledge or otherwise encumber his or her interest in the Company without

the prior written consent of the other Members.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

14.1 Articles of Dissolution. When all debts, liabilities, and obligations have been paid and discharge or adequate provisions have been made therefore and all the remaining property and assets have been distributed to the Members, Articles of Dissolution shall be executed and verified by the person signing the Articles, which Articles shall set forth the information required by the applicable provisions of Kentucky Law. Articles of Dissolution shall be delivered to the Kentucky Secretary of State.

14.2 Notices. Any notice required or desired to be given to any Member or the Company shall be in writing and shall be deemed given to the Company when mailed by certified mail, return receipt requested, first class and postage prepaid, addressed to the Company at the address of its principal office; and to the Members when mailed by certified mail, return receipt requested, first class and postage prepaid, addressed to that Member at the address set forth herein, or at such other address as that Member may have previously specified to the Company in writing.

14.3 Severability. If any provision of this Agreement shall be held to be invalid, such holding shall not in any way whatsoever affect the validity of the remainder of the Agreement.

14.4 Binding Effect. This Agreement shall be binding upon all the Members, their assigns, heirs and/or personal representatives.

14.5 Consents and Agreements. Any and all consents and agreements provided for or

permitted by this Agreement shall be in writing and a signed copy thereof shall be filed and kept with the books of the Company.

14.6 Sole and Only Agreement. This instrument contains the sole and only agreement of the parties relating to the Company except for the Venture Development Agreement incorporated herein and correctly sets forth the rights, duties and obligations of each to the other in connection therewith as of its date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

14.7 Arbitration. Should any controversy or difference arise concerning the terms of this Agreement or the interpretation of any thereof, the controversy or difference shall be submitted for arbitration to a person to be mutually agreed upon by all of the Parties. In the event that an Agreement upon such person cannot be reached, the controversy or difference should be submitted to the American Arbitration Association to be settled by it in accordance with its rules then prevailing. The decision of the Arbitrator shall be final and binding on all Parties and judgment upon the Award may be entered in any Court having jurisdiction.

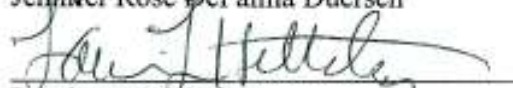
14.8 Law and Benefit. All questions relating to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Kentucky.

14.9 Amendments. This Company Agreement may be amended only by the unanimous written consent of all of the Members at the time of the Amendment.

CERTIFICATE

The Undersigned hereby agree, acknowledge and certify that the foregoing Operating Agreement consisting of 15 pages, constitutes the Operating Agreement of **LBJ Entertainment, LLC**, an Kentucky Limited Liability Company, adopted by the Members of the Company as of the 1st day of April, in the year 2012.

MEMBERS:


Brent Jeremy Duersch
Jennifer Rose DePalma Duersch
Laurie Lee Heltsley