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Michael G. Adams
Kentucky Secretary of State

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AMENDED AND RESTATED OPERATING AGREEMENT

OF

YOU BELONG HERE LLC

A KENTUCKY LIMITED LIABILITY COMPANY

THIS AMENDED AND RESTATED OPERATING AGREEMENT is made and entered into effective as of the _____ day of _____, 2024, by and between the Members, whose signatures appear on the signature page hereof.

WHEREAS, for valuable consideration, Richard H. Gomez has transferred his 100% Membership Interest in You Belong Here LLC, a Kentucky limited liability company, effective the ____ day of _____, 2024, equally to the two Members, Macaroni Art Productions, Inc., a California corporation, and Holly Hill Studios, LLC, a Kentucky limited liability company.

ARTICLE I

DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein);

(a) "Articles of Organization" shall mean the Articles of Organization of YOU BELONG HERE LLC, as filed with the Secretary of State of Kentucky as the same may be amended from time to time.

(b) "Assignee" shall mean the owner of an Economic Interest who is not a Member.

(c) "Act" shall mean the Kentucky Limited Liability Company Act, Chapter 275 of Kentucky Revised Statutes, as amended.

(d) "Company" shall refer to YOU BELONG HERE LLC.

(e) "Distributable Cash" means all cash, revenues and funds received by the Company, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; and (iii) such reserves as the Members deem reasonably necessary to the proper operation of the Company's business.

(f) "Economic Interest" shall mean a Member's or Assignee's share of one or more of the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to this Operating Agreement and the Act, but shall not include any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members, except as outlined in Section 5.1 hereof.

(g) "Majority Interest" shall mean one or more interests of Members in net profits as set forth in Section 9.1, which taken together exceed 50% of the aggregate of all such interests in net profits.

(h) "Administrative Manager" shall mean Richard H. Gomez.

(i) "Member" shall mean each of the parties who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Members. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be.

(j) "Membership Interest" shall mean a Member's entire interest in the Company including such Member's Economic Interest and such other rights and privileges that the Member may enjoy by being a Member.

(k) "Operating Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

(l) "Person" shall mean any individual or entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

ARTICLE II

FORMATION OF COMPANY

2.1 Formation. Richard H. Gomez organized a Kentucky Limited Liability Company by executing and delivering articles of organization to the Kentucky Secretary of State in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is You Belong Here LLC.

2.3 Principal Place of Business. The principal place of business of the Company within the State of Kentucky shall be 126 East Main Street, Midway, Kentucky 40347. The Company may locate its places of business and registered office at any other place or places as the Administrative Manager may from time to time deem advisable.

2.4 Registered Office and Registered Agent. The Company's initial registered office shall be as referenced in the Articles of Organization. The registered office and 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 Kentucky Secretary of State pursuant to the Act.

2.5 Term. The term of the Company shall continue perpetually from the date of filing of Articles of Organization with the Secretary of State of the State of Kentucky, unless the Company is earlier dissolved in accordance with either the provisions of this Operating Agreement or the Act.

ARTICLE III

BUSINESS OF COMPANY

3.1 Permitted Businesses. The business of the Company shall be:

To develop and produce the technical and creative aspects for a film/video series entitled, "You Belong Here", market and sell the show, and all related or ancillary business opportunities or projects.

ARTICLE IV

NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members are as referenced on Exhibit 8.1 hereto.

ARTICLE V

RIGHTS AND DUTIES OF ADMINISTRATIVE MANAGER

5.1 Management Authority.

Management of the Company shall be vested in the Members. The Administrative Manager shall be responsible for management of the day-to-day business of the Company. Subject to the terms of this Agreement, the Members have delegated authority to the Administrative Manager who shall have full and complete authority and discretion in the management of the Company's business and shall have full power and authority to take all actions and execute all instruments or other documents necessary or appropriate to the conduct of such business. The Administrative Manager may resign as such at any time, after giving not less than 30 days' notice to all other Members.

Subject to the approval of Members with a Majority Interest (currently requiring unanimous consent of Members), the Administrative Manager shall have full power and authority, for and on behalf of the Company:

(a) To cause the Company to enter into and form other companies, ventures or entities in furtherance of its purposes;

(b) To prosecute, defend, settle or compromise claims, and satisfy judgments, by or against the Company, and otherwise protect the Company's interests;

(c) To expend Company funds in connection with Company business and in furtherance of Company purposes (it being agreed that approval of Members with a Majority Interest [currently, unanimous consent of Members] will not be required unless the applicable expenditure of funds represents an amount that is material relative to the Company's business operations);

(d) To invest excess Company funds in federally insured bank accounts:

(e) To obtain and maintain such casualty, liability, indemnification, fidelity, business interruption and other insurance as the Members deems necessary or appropriate (it being agreed that approval of Members with a Majority Interest [currently, unanimous consent of Members] will not be required unless the funds to be expended in connection with the applicable insurance premium represents an amount that is material relative to the Company's business operations); and

(f) To engage or retain such employees, agents, independent contractors, attorneys and accountants as the Members deems necessary or appropriate in furtherance of the Company's business, and to determine the terms of such engagements or retentions (it being agreed that approval of Members with a Majority Interest [currently, unanimous consent of Members] will not be required unless the funds to be expended in connection with the engagement of the applicable personnel represents an amount that is material relative to the Company's business operations).

5.2 Other Activities of Members. The Administrative Manager shall devote such time and efforts to the business of the Company as may reasonably be necessary to conduct its business and fulfill its purposes. Any Member may, without notice to or consent from any other Member, engage and invest in other business ventures or properties of any nature, whether or not competitive with the business of the Company. Neither the Company nor any other Member shall by virtue of this Operating Agreement have any right or interest in such other ventures or investments, or the income or profits therefrom.

5.3 Conflicts of Interest. The Members shall not be prohibited from or otherwise limited in employing, contracting with (including, but not limited to, contracts for the sale, exchange, or lease of the Company's property otherwise permitted under this Operating Agreement), or otherwise dealing with, any Person by reason of the fact that such Person is a Member or an affiliate of any Member, or is an entity in which any Member has an interest, whether such relationship, affiliation, or interest is direct or indirect, provided that the fact of such relationship or affiliation is known or disclosed to all Members and the terms and conditions, including the price, of such employment, contract or other dealing are fair and reasonable and in the best interests of the Company.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF MEMBERS

6.1 Limitation of Liability. Each Member's and Assignee's liability shall be limited as set forth in this Operating Agreement, the Act and other applicable law.

6.2 Company Debt Liability. Neither a Member nor an Assignee will be personally liable for any debts or losses of the Company beyond his respective capital contributions.

ARTICLE VII

MEETINGS AND ACTS OF MEMBERS

7.1 Meetings. The Members may meet at such times and places, either within or outside the State of Kentucky, as may be determined by the Administrative Manager or any Member. Meetings may be held by telephonic, or other means, where each Member can speak and be heard on the call.

7.2 Manner of Acting. The vote, consent or agreement of Members holding a Majority Interest, shall be the act of the Company, unless the vote, consent or agreement of a greater or lesser proportion or number is otherwise required by the Act or by this Operating Agreement. Unless otherwise expressly provided herein or required under applicable law, Members who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Members vote, consent or agree may vote, consent or agree upon any such matter and their interest, vote or consent, as the case may be, shall be counted in the determination of whether the requisite matter was approved by the Members.

7.3 Proxies. At any meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

ARTICLE VIII

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1 Members' Capital Contributions. Each Member or Assignee shall contribute such amount as is set forth in Exhibit 8.1 hereto as his or her share of the initial capital contribution.

8.2 Additional Contributions. No Member or Assignee shall be required to make additional capital contributions.

8.3 Capital Accounts.

(a) A separate capital account will be maintained for each Member and Assignee. The manner in which capital accounts are to be maintained pursuant to this Section 8.3 shall comply with the requirements of Section 704(b) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

(b) Upon liquidation of the Company (or any Member's Membership Interest or Assignee's Economic Interest), liquidating distributions will be made in accordance with the positive capital account balances of the Members and Assignees, as determined after taking into

account all capital account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid in accordance with Section 11.2.

(c) Except as otherwise required in the Act, no Member or Assignee shall have any liability to restore all or any portion of a deficit balance in such Member's or Assignee's capital account.

ARTICLE IX

ALLOCATIONS, INCOME TAX, DISTRIBUTIONS, ELECTIONS AND REPORTS

9.1 Allocations of Profits and Losses from Operations. The net profits and net losses of the Company for each fiscal year will be allocated in accordance with each members' Membership Interest as reflected on Exhibit 8.1, as modified by Section 8.2 hereof.

9.2 Distributions. Except as provided in Section 8.3(b), all distributions of Distributable Cash shall be made to the Members or Assignees in proportion to their Membership Interest reflected on Exhibit 8.1, as modified by Section 8.2 hereof at such time or times as the Members determine.

9.3 Accounting Principles. The profits and losses of the Company shall be determined in accordance with accounting principles applied on a consistent basis using the accrual method of accounting.

9.4 Interest On and Return of Capital Contributions. No Member or Assignee shall be entitled to interest on its capital contribution or to return of its capital contribution, except as otherwise specifically provided for herein.

9.5 Loans to Company. Nothing in this Operating Agreement shall prevent any Member or Assignee from making secured or unsecured loans to the Company by agreement with the Company.

9.6 Accounting Period. The Company's accounting period shall be the calendar year.

9.7 Minimum Gain Chargeback. Notwithstanding anything to the contrary in this Agreement, if there is a net decrease in the Company's Minimum Gain, as hereafter defined, for the Company's taxable year, then there shall be allocated to the Members items of the Company's income and gain to the extent and subject to the exceptions set forth in the Minimum Gain chargeback requirements of Regulation Section 1.704-2(f). Minimum Gain, as of any date, is the amount determined under the Code Section 704(b) Regulations by computing with respect to each nonrecourse liability of the Company, the amount of gain (of whatever character), if any, that

would be realized by the Company if it disposed of the Company's property subject to that liability for no consideration other than full satisfaction of the liability and by then aggregating the separately computed gains.

9.8 Member Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of this Article V, if there is a net decrease in Member nonrecourse debt minimum gain attributable to a Member nonrecourse debt during any Company fiscal year, each Member who has a share of the Member nonrecourse debt minimum gain attributable to such Member nonrecourse debt, determined in accordance with Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in Member nonrecourse debt minimum gain attributable to such Member nonrecourse debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section is intended to comply with the minimum gain chargeback requirement in such Section of the Regulations and shall be interpreted consistency therewith.

9.9 Qualified Income Offset. If a Member unexpectedly receives an adjustment, allocation or distribution described in Regulation Sections 1.704-1(b) (2) (ii) (d) (4), (5) or (6) that creates a Modified Negative Capital Account, as hereafter defined, then items of income or gain (consisting of a pro rate portion of each item of Company income, including gross income and gain for such year) shall be allocated to that Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Modified Negative Capital Account created by the adjustments, allocations or distributions as quickly as possible. For purposes of this Section, in determining whether a Member has a Modified Negative Capital Account, there shall be taken into account those adjustments, allocations and distributions that, as of the end of the year, are reasonably expected to be made. Modified Negative Capital Account is the deficit balance of a capital account in excess of the portion of the deficit the Member is deemed obligated to restore pursuant to the Code Section 704(b) Regulations.

9.10 Member Nonrecourse Deductions. Items of Company loss, deduction and expenditures described in Section 705(a)(2)(B) which are attributable to any nonrecourse debt of the Company and are characterized as partner (Member) nonrecourse deductions under Section 1.704-2(i) of the Treasury Regulations shall be allocated to the Members' or Economic Interest Owners' Capital Accounts in accordance with said Section 1.704-2(i) of the Treasury Regulations.

9.11 Company Nonrecourse Deductions. Beginning in the first taxable year in which there are allocations of "nonrecourse deductions" (as described in Section 1.704-2(b) of the Treasury Regulations), such deductions shall be allocated to the Members or Economic Interest Owners in the same manner as Net Profit or Net Loss is allocated for such period.

ARTICLE X

TRANSFERABILITY

10.1 General. Except as otherwise specifically provided herein or as approved by a Majority Interest of the Members, no Member shall have the right, during their lifetime or existence, to :

(a) Sell, assign, transfer, exchange, encumber, pledge or otherwise transfer for consideration, (collectively, "sell" or "sale") all or any part of his, her or its Membership Interest,

(b) Gift, bequeath or otherwise transfer for no consideration whether or not by operation of law, except in the case of bankruptcy (collectively "gift") all or any part of its Membership Interest or Economic Interest. Each Member and Assignee hereby acknowledges the reasonableness of the restrictions on sale and gift of Membership Interests and Economic Interests imposed by this Operating Agreement in view of the Company purposes and the relationship of the Members and Assignees. Accordingly, the restrictions on sale and gift contained herein shall be specifically enforceable. In the event that any Member or Assignee pledges or otherwise encumbers any of its Membership Interest or Economic Interest as security for repayment of a liability, any such pledge or hypothecation shall be made pursuant to a pledge or hypothecation agreement that requires the pledgee or secured party to be bound by all the terms and conditions of this Article 10.

10.2 Right of First Refusal.

(a) Unless otherwise approved by Members holding a Majority Interest, a Selling Member which desires to sell all or any portion of its Membership Interest or Economic Interest in the Company to a third party purchaser, other than a Member, shall obtain from such third party purchaser a bona fide written offer to purchase such interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered therefor. The Selling Member shall give written notification to the remaining Members, by certified mail or personal delivery, of its intention to so transfer such interest, furnishing to the remaining Members a copy of the aforesaid written offer to purchase such interest.

(b) The remaining Members, and each of them shall, on a basis pro rata to their Voting Interests or on a basis pro rata to the Voting Interests of those remaining Members exercising their right of first refusal, have the right to exercise a right of first refusal to purchase all (but not less than all) of the interest proposed to be sold by the Selling Member upon the same terms and conditions as stated in the aforesaid written offer to purchase by giving written notification to the Selling Member, by certified mail or personal delivery, of their intention to do so within ten (10) days after receiving written notice from the Selling Member. The failure of all the remaining Members (or any one or more of them) to so notify the Selling Member of their desire to exercise this right of first refusal within said ten (10) day period shall result in the termination of the right of first refusal and the Selling Member shall be entitled to consummate the sale of its interest in the Company, or such portion of its interest, if any, with respect to which the right of first refusal has not been exercised, to such third party purchaser.

In the event the remaining Members (or any one or more of the remaining Members) give written notice to the Selling Member of their desire to exercise this right of first refusal and to purchase all of the Selling Member's interest in the Company which the Selling Member desires to sell upon the same terms and conditions as are stated in the aforesaid written offer to purchase, the remaining Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within thirty (30) days after receipt of written notification from the Selling Member of the third party offer to purchase.

(c) In the event of either the purchase of the Selling Member's interest in the Company by a third party purchaser or the gift of an interest in the Company (including an Economic Interest), and as a condition to recognizing one or more of the effectiveness and binding nature of any such sale or gift and (subject to Section 10.3, below) substitution of a new Member as against the Company or otherwise, the remaining Members may require the Selling Member or Gifting Member and the proposed purchaser, donee or successor-in-interest, as the case may be to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the Administrative Manager may deem necessary or desirable to:

- (i) Constitute such purchaser, as a Member or Assignee;
- (ii) Confirm that the Person desiring to acquire an interest or interests in the Company as an Assignee, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of the Operating Agreement, as the same may have been further amended (whether such Person is to be admitted as a new Member or will merely be an Assignee) and substituted on any loan or account guarantee for the Selling or Gifting Member;
- (iii) Preserve the Company after the completion of such sale, transfer, assignment, or substitution under the laws of each jurisdiction in which the Company is qualified, organized or does business;
- (iv) Maintain the status of the Company as a partnership for federal tax purposes; and
- (v) Assure compliance with any applicable state and federal laws including securities laws and regulations.

(d) Any sale or gift of a Membership Interest or Economic Interest or admission of a Member in compliance with this Article 10 shall be deemed effective as of the last day of the calendar month in which the Members' consent thereto was given, or, if no such consent was required pursuant to Section 10.2(e), then on such date that the donee or successor in interest complies with Section 10.2(c). The Transferring Member agrees, upon request of the Administrative Manager, to execute such certificates or other documents and perform such other acts as may be reasonably requested by the remaining Members from time to time in connection

with such sale, transfer, assignment, or substitution. The Transferring Member hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article 10.

(e) Subject to Section 10.3, a Gifting Member may gift all or any portion of its Membership Interest and Economic Interest (without regard to Section 10.2(a) and (b)), provided, however, that the donee or other successor-in-interest (collectively, "donee") complies with Section 10.2(c) and further provided that the donee is either the Gifting Member's spouse, former spouse, or lineal descendent (including adopted children). In the event of the gift of all or any portion of a Gifting Member's Membership Interest or Economic Interest to one or more donees who are under 25 years of age, one or more trusts shall be established to hold the gifted interest(s) for the benefit of such donee(s) until all of the donee(s) reach the age of at least 25 years.

10.3 Transferee Not Member in Absence of Consent.

(a) Notwithstanding anything contained herein to the contrary (including, without limitation, Section 10.2 hereof), if a Majority Interest of the remaining Members do not approve, by written consent, the proposed sale of the Transferring Member's Membership Interest to a transferee which is not a Member immediately prior to the sale, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. Such transferee or donee shall be merely an Assignee. No transfer of a Member's interest in the Company (including any transfer of the Economic Interest or any other transfer which has not been approved [as provided herein]) shall be effective unless and until written notice (including the name and address of the proposed, transferee or donee and the date of such transfer) has been provided to the Company and the non-transferring Member(s).

(b) Upon and contemporaneously with any sale or gift of a Transferring Member's Economic Interest in the Company which does not at the same time transfer the balance of the rights associated with the Economic Interest transferred by the Transferring Member (including, without limitation, the rights of the Transferring Member to participate in the management of the business and affairs of the Company), the Company shall purchase from the Transferring Member, and the Transferring Member shall sell to the Company for a purchase price of \$100.00, all remaining rights and interests retained by the Transferring Member which immediately prior to such sale or gift were associated with the transferred Economic Interest.

ARTICLE XI

DISSOLUTION AND TERMINATION

11.1 Dissolution.

(a) The Company shall be dissolved upon the occurrence of any of the following events:

(i) Unanimous written consent of the Members;

(ii) The sale of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidences of indebtedness received in connection therewith.

11.2 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Administrative Manager shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Administrative Manager shall:

(i) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Administrative Manager may determine to distribute any assets to the Members and Assignees in kind),

(ii) Allocate any net profit or net loss resulting from such sales to the Members' and Assignees' capital accounts in accordance with Article IX hereof,

(iii) Discharge (or make provision for) all liabilities of the Company, including liabilities to Members and Assignees who are also creditors, to the extent otherwise permitted by law, other than liabilities to Members and Assignees for distributions and the return of capital, and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the capital accounts of the Members and Assignees, the amounts of such reserves shall be deemed to be an expense of the Company),

(iv) Distribute to the Members and Assignees the remaining assets in accordance with the positive balance (if any) of each Member's and Assignee's capital account (as determined after taking into account all capital account adjustments for the Company's taxable year during which the liquidation occurs), either in cash or in kind, as determined by the Administrative Manager, with any assets distributed in kind being valued for this purpose at their fair market value. Any such distributions to the Members and Assignees in respect of their capital accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations.

(c) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member or Assignee has a negative capital account balance (after giving effect to all contributions, distributions, allocations and other capital account adjustments for all taxable years, including the year during which such liquidation occurs), such Member or Assignee shall have no obligation to make any capital contribution, and the negative balance of such Member's or

Assignee's capital account shall not be considered a debt owed by such Member or Assignee to the Company or to any other Person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets in accordance with this Agreement and the Act, the Company shall be deemed terminated.

(e) The Administrative Manager shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

11.3 Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member and Assignee shall look solely to the assets of the Company for the return of its capital contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members and Assignees, such Members or Assignees shall have no recourse against any other Member or Assignee.

11.4 Withdrawal. Except as expressly permitted in this Operating Agreement, a Member shall not voluntarily resign or take any other voluntary action which directly causes a Withdrawal Event. Unless otherwise approved by Members owning a Majority Interest, a Member who resigns (a "Resigning Member") or whose Membership Interest is otherwise terminated by virtue of a Withdrawal Event, regardless of whether such Withdrawal Event was the result of a voluntary act by such Resigning Member, shall be entitled to receive only those distributions to which such Resigning Member would have been entitled had such Resigning Member remained a Member (and only at such times as such distribution would have been made had such Resigning Member remained a Member). Except as otherwise expressly provided herein, a Resigning Member shall become an Economic Interest Owner. Damages for breach of this Section 11.4 shall be monetary damages only (and not specific performance), and such damages may be offset against distributions by the Company to which the Resigning Member would otherwise be entitled.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's, Assignees, and/or Company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given three business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

12.2 Amendments. This Operating Agreement may be amended by the written consent of the Members.

12.3 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

12.4 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

12.5 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

12.6 Representations, Warranties and Covenants of Members. Each of the Members hereby represents and warrants to, and agrees with, the Company, that:

(a) The Member has the full right, power and authority to execute, deliver and perform the terms of this Agreement.

(b) This Agreement has been duly executed and delivered on behalf of the Member and constitutes the valid and binding obligation of the Member in accordance with its terms.

(c) The Member is not subject to any restriction or agreement which prohibits or would be violated by the execution hereof or the consummation of the transactions contemplated herein or pursuant to which the consent of any third person, firm or corporation is required in order to give effect to the transactions contemplated herein.

(d) The Member has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Company, or has obtained the advice of an advisor who is so qualified.

(e) The Membership Interest being acquired is being acquired for the Member's own account, solely for investment purposes and not with a view toward resale, distribution or other disposition and will not be sold, transferred or disposed of except pursuant to an effective registration statement under the Securities Act or an exemption therefrom, as determined by, or with the approval of, counsel satisfactory to the Company.

CERTIFICATE AND SIGNATURES

The undersigned hereby agree, acknowledge and certify that the foregoing Operating Agreement and attached Exhibits constitutes the Operating Agreement of You Belong Here LLC adopted by the Members of the Company as of the date hereof.

COMPANY:

YOU BELONG HERE LLC

BY: Rich Gomez
RICHARD H. GOMEZ,
Administrative

Manager

MEMBERS:

MACARONI ART PRODUCTIONS, INC. a California corporation

BY: Rich Gomez

ITS: Authorized Signatory

HOLLY HILL STUDIOS, LLC

BY: ILEX SUMMIT, LLC
a Kentucky limited liability company,
Manager

By: 
CHRISTOPHER B. MICHEL, Member

EXHIBIT 8.1

<u>Members</u>	<u>Initial Capital Contribution</u>	<u>Initial Membership Interest</u>
1. Macaroni Art Productions, Inc. 1810 W. Dry Creek Rd. Healdsburg, CA 95448	\$ 500.00	50%
2. Holly Hill Studios, LLC 426 N. Winter Street Midway, KY 40347	\$ <u>500.00</u>	50%
TOTAL	\$1,000.00	100%

Confirmation of transfer of 100% of Membership Interest by Richard H. Gomez to the above Members and receipt of valuable consideration.

Rick Gomez
Richard H. Gomez