

## **EXHIBIT A**

FINAL

**LIMITED LIABILITY COMPANY AGREEMENT  
OF H.N. ENTERTAINMENT US LLC,  
A NEVADA LIMITED LIABILITY COMPANY**

Limited Liability Company Agreement (this "Agreement"), dated as of August 1, 2013, by and between Reach Out Entertainment LLC ("ROE"), a Delaware limited liability company, Human Nature Las Vegas Inc. ("HNLVI"), a Nevada limited liability company, Andrew Tierney ("Andrew"), Michael Tierney ("Michael"), Philip Burton ("Phil"), Toby Charles Allen ("Toby"; together with Andrew, Michael and Phil, the "Group Members"; HNLVI together with ROE, the "Members") and H.N. Entertainment US LLC ("HNEUS" or the "Company"), a Nevada limited liability company.

**WITNESSETH:**

WHEREAS, the Company has been formed as a limited liability company under the Limited Liability Company Act of the State of Nevada (the "Act");

WHEREAS, HNLVI has agreed to include ROE as a member pursuant to the terms of the Preferred Interest Purchase Agreement dated as of the date hereof (the "Purchase Agreement") in consideration for the Investment (as defined therein);

WHEREAS, HNLVI and ROE wish to state the terms and conditions upon which the Company shall be managed and governed provided that the Investment is made in accordance with the terms of the Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and for other valuable consideration, the following is hereby adopted as the operating agreement of the Company:

**ARTICLE I**

**Formation and Business of the Company**

1.1 **Formation.** The Company was organized on July 8, 2009, in accordance with and pursuant to the Act.

1.2 **Name.** The name of the Company is H.N. Entertainment US LLC. The Company may do business under that name and, as permitted by applicable law, under any other name determined from time to time by the Managers.

1.3 **Purpose of the Company.** The purpose of the Company is to engage in all business activities of the musical group "Human Nature" (the "Group"), consisting of the Group Members, and includes without limitation worldwide activities (other than as explicitly set forth herein) relating to public performances and private and corporate events and product merchandising and, on a worldwide basis, the development, creation, acquisition and exploitation of entertainment-based intellectual properties (the "Business"). Any touring, corporate or special event performances in Australia/New Zealand by the Group Members shall be included in the definition of the "Business" and shall be subject to the provisions of this Agreement. The Company may from time to time exercise all powers, and engage in all activities, necessary, customary, related or reasonably connected with the Business. Excluded from the Business are any rights or obligations resulting from a newly negotiated agreement of the Company with Sony Music Australia relating to certain (i) activities of the Group Members and HNLVI in Australia and New Zealand and (ii) activities relating to publishing works of the Group, the Group Members and HNLVI (or its Affiliates), none of which currently are conducted in the

*[Handwritten signature/initials]*

Company and which are instead conducted either by the Group Members themselves or by entities other than the Company that are directly or indirectly controlled by the Group Members (the "Excluded Business").

1.4 Principal Office. The Company's principal place of business shall be located at 2805 Cowan Circle, Las Vegas, NV 89107 or such other place determined from time to time by the Managers. The Company may have such other business offices within or without the State of Nevada as determined from time to time by the Managers.

1.5 Registered Agent. The name and address of the Company's registered agent in the State of Nevada is Toby Charles Allen. The registered agent may be changed from time to time by the Managers upon the filing of the name and address of the new registered agent with the Nevada Secretary of State pursuant to the Act.

1.6 Term. The term of the Company shall be of unlimited duration, unless the Company is earlier dissolved in accordance with the terms hereof and with the Act.

1.7 Members. The names, addresses, facsimile numbers, taxpayer identification numbers and Percentage Interests of the Members are set forth on Exhibit A attached hereto, as amended from time to time.

## ARTICLE II

### Definitions

The following terms, as used in this Agreement, shall have the following meanings (unless otherwise expressly provided herein):

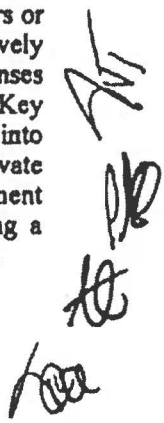
"Act" shall have the meaning set forth in the preamble of this Agreement.

"Affiliate" of a Person shall mean any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person, or an officer, director, partner or trustee of such Person. For purposes of this definition, "control" shall mean the right or ability to elect the majority of the directors of a corporation, to exercise more than fifty percent (50%) of the voting rights in the controlled entity or otherwise to direct the management or policies of the controlled entity.

"Agreement" shall mean this Limited Liability Company Agreement, as originally executed and as amended and restated hereby and from time to time in accordance herewith and with the Act.

"Artistic Advisory Board" shall have the meaning set forth in Section 5.1(e).

"Australia/New Zealand Fee" shall mean shall mean, with respect to any touring, corporate or special event performances in Australia/New Zealand by the Group, in lieu of any performance or artist fees or promoter fee to be paid directly by the Company to HNLVI (or directly to the Group Members or their Affiliates, if so designated by the HNLVI Managers), a fee payable by the Company that collectively equals 30% of the "net" from such performances, where the "net" takes into account production expenses as well as those other itemized expenses previously approved by the ROE Managers as a "Key Decision" (such approval not to be unreasonably withheld). The calculation of the "net" shall take into account the fact that the Group has a local manager for Australia (currently Jennifer Fontaine of Private Idaho Management) who is compensated "off the top" of contracted deals specific for Australia. Payment of any Australia/New Zealand Fee to the Group Members shall not preclude ROE from receiving a "Promoter's Fee" if ROE acted as a promoter and if the Managers, by majority vote, approve such fee.



"Board" shall be the Artistic Advisory Board or the Strategic Advisory Board.

"Business" shall have the meaning set forth in Section 1.3.

"Call Right" shall have the meaning set forth in Section 7.7(a).

"Capital Account" of a Member, as of any date, shall mean the account maintained for such Member pursuant to Section 3.3, as adjusted through such date.

"Capital Contribution" of, or attributed to, a Member shall mean the total contributions to the capital of the Company, whether in cash, property (net of liabilities) or services, made, performed or to be performed by, or attributed to, such Member, to the extent actually performed, valued on the date of contribution or commitment to contribute as set forth in the Company's books and records.

"Cash Available for Distribution," as of any date, shall mean, except as otherwise determined by the Managers, the excess of (a) all revenues received by the Company from its operations and investments over (b) total current operating expenses and reasonable reserves for future operating expenses, including payments in respect of indebtedness of the Company, capital improvements and contingencies, as determined from time to time by the Managers.

"Certificate of Formation" shall mean the Certificate of Formation of the Company, as filed with the Nevada Secretary of State, as amended from time to time in accordance herewith and with the Act.

"Code" shall mean the Internal Revenue Code of 1986, as amended, in effect as of the date hereof and as amended from time to time hereafter.

"Common Interest" shall have the meaning set forth in Section 3.1.

"Company" shall have the meaning set forth in the preamble to this Agreement.

"Company Minimum Gain" shall mean the amount determined under Treas. Reg. Sections 1.7042(i)(3) and 1.7042(d), and shall be computed separately for each Member in a manner consistent with Code Section 704(b) and the Treasury Regulations thereunder.

"Company Nonrecourse Deductions" shall mean the deductions of the Company determined under Treas. Reg. Section 1.7042(c).

"Controlled Subsidiary" shall have the meaning set forth in Section 5.2.

"Disability" shall mean the first to occur of the following: (i) that the Manager is Permanently Unconscious (as defined herein), as confirmed by an attending physician and a second qualified physician or (ii) that a guardian or other legal representative has been appointed to manage the financial and/or personal affairs of the Manager because of incapacity due to physical or mental impairments. "Permanently Unconscious" means total and irreversible loss of consciousness and the capacity for interaction with the environment and includes a persistent vegetative state and irreversible coma.

"Economic Interest" shall mean the right to share in the allocation of one or more of the Company's allocable items, including, without limitation, Net Profits and Net Losses, and/or in distributions of the Company's assets, in each case pursuant to this Agreement or the Act, but shall not include any Management Interest.

"Excluded Business" shall have the meaning set forth in Section 1.3.

"Fiscal Year" shall mean the Company's accounting, tax and fiscal year.



"Group" shall mean the musical group "Human Nature".

"Group Valuation" shall have the meaning set forth in Section 7.7(a).

"Initial Capital Contribution" of a Member shall mean its initial contribution to the capital of the Company pursuant to this Agreement.

"Interest" shall mean any of an Economic Interest, Management Interest and/or Membership Interest.

"Investment" shall have the meaning set forth in Section 3.1(a).

"Key Decisions" shall have the meaning set forth in Section 5.2.

"Liquidator" shall have the meaning set forth in Section 9.2(a).

"Liquidity Event" shall mean (i) the closing of the sale, transfer, exclusive lease or license or other disposition (whether by merger, consolidation, reorganization, sale of stock, sale of assets or otherwise), in any transaction or series of related transactions, of all or substantially all of the assets of the Company, (ii) the consummation of the merger or consolidation of the Company with or into any other corporation or other entity or person (except a merger or consolidation involving the Company in which the holders of Membership Interests immediately prior to such merger or consolidation continue to hold at least 50% of the voting power of the Membership Interests or capital stock of (x) the Company or the surviving or acquiring entity, or (y) if the surviving or resulting entity is wholly-owned by another entity immediately following such merger or consolidation, the parent or entity of such surviving or resulting entity, (iii) any transaction or series of related transactions following the final closing under the Purchase Agreement as a result of which Membership Interests representing in excess of 50% of the voting power of the Company are transferred and/or issued, or (iv) a liquidation, dissolution or winding up of the Company pursuant to Article IX.

"Manager" or "Managers" shall mean those charged with the management of the Company as set forth in Article V.

"Management Interest" of a Member shall mean his or its right to participate in the management of the business and affairs of the Company.

"Member" shall mean each Person who (a) executes a counterpart of this Agreement as a Member as of the date hereof or (b) is admitted as a Member after the date hereof in accordance herewith, provided that, in each case, a Member shall not have any Management Interest unless such Member is a Manager hereunder.

"Membership Interest" shall mean a Member's entire interest in the Company, including his or its Economic Interest and Management Interest (if any).

"Member Nonrecourse Debt" shall mean nonrecourse debt of the Company under Treas. Reg. Section 1.7042(b)(4).

"Member Nonrecourse Deductions" shall mean the losses, deductions and expenditures attributable to Member Nonrecourse Debt under Treas. Reg. Section 1.7042(i)(2).

"Motown Show" shall mean the performance entitled "Smokey Robinson presents Human Nature; the "Motown Show" currently under contract by the Company pursuant to an appearance agreement with the Venetian Casino Resort.

"Net Profits" and "Net Losses" shall mean, for each Fiscal Year (or other period for which they are determined), the income and gain, and the losses, deductions and credits of the Company, respectively, in the aggregate or separately stated, as appropriate, determined in accordance with generally accepted accounting principles consistently applied.

"Offer" shall have the meaning set forth in Section 7.2(a).

"Option Advance" shall mean the amount of \$502,413.09 previously paid by ROE to the Company pursuant to the provisions of the Option Agreement.

"Option Agreement" shall mean the Option Agreement dated as of August 23, 2012 between the Company and ROE relating to the Option Advance, as amended.

"Percentage Interest" of a Member shall mean his or its percentage share of the Net Profits, Net Losses, other regularly allocable items and distributions of the Company, as set forth on Exhibit A attached hereto, as amended from time to time, provided that the Percentage Interest of a Member shall be adjusted based on additional Capital Contributions as set forth in Section 3.2.

"Permitted Transfer" means, in the case of HNLVI, a Transfer of an Interest to the Group Member that an officer or director of HNLVI or to any other Group Member, or to a Group Member's spouse or a lineal ancestor or descendant (whether natural or adopted), or a trust all the beneficiaries (primary and contingent) of which are either a Group Member's spouse or a lineal ancestor or descendant (natural or adopted), or to an entity that is an Affiliate of a Group Member, in all cases in which the Group Member remains a member of the Group. In the case of ROE, a "Permitted Transfer" means a Transfer in a ratable distribution among its members. Additionally, a "Permitted Transfer" by HNLVI or by ROE shall mean one or more transfers of an Interest to any officer, director, manager, employee or consultant of the (x) Company, (y) a Group Member that is the managing member of HNLVI or (z) ROE, provided that HNLVI and ROE each may not transfer greater than an aggregate of 20% Percentage Interest of the Company without the other's prior written consent, which consent will not be unreasonably withheld. In the case of any Persons who become Members after the date of this Agreement or any subsequent transferee of HNLVI or of ROE, a "Permitted Transfer" shall mean a Transfer of Interests to (i) the spouse or a lineal ancestor or descendant (whether natural or adopted) of the transferor; or (ii) a trust all the beneficiaries (primary and contingent) of which are either the transferor or the spouse or a lineal ancestor or descendant (natural or adopted) of the transferor; or (iii) a partner in a transferor which is a partnership, which partner receives the Transfer in a ratable distribution among partners in the partnership; (iv) a member in a transferor which is a limited liability company, which member receives the Transfer in a ratable distribution among members of the limited liability company; or (v) a stockholder in a transferor which is a corporation, which stockholder receives the Transfer in a ratable distribution among stockholders in the corporation. Additionally, in order for any "Permitted Transfer" of an Interest to be given effect, the transferee must agree to be bound by, all of the terms, obligations and conditions of this Agreement, as in effect at the time of the Transfer and otherwise comply with the provisions of Section 7.3.

"Person" shall mean any individual, partnership, limited liability company, corporation, joint venture, trust, association or any other entity, domestic or foreign, and its respective heirs, executors, administrators, legal representatives, successors and assigns where the context of this Agreement so permits.

"Preferred Interest" shall have the meaning set forth in Section 3.1.

"Prior Liabilities" shall mean the liabilities of the Company existing as of February 1, 2013, as determined by the Managers in good faith.

"Purchase Agreement" shall have the meaning set forth in the preamble of this Agreement.

"Purchaser" shall have the meaning set forth in Section 7.2(a).

"Put Right" shall have the meaning set forth in Section 7.7(d).

"Put-Call Period" shall have the meaning set forth in Section 7.7(a).

"Regulatory Allocations" shall have the meaning set forth in Section 4.7.

"ROE Put Response Right" shall have the meaning set forth in Section 7.7(b).

"ROE Valuation" shall have the meaning set forth in Section 7.7(a).

"Sale Notice" shall have the meaning set forth in Section 5.3(c).

"Senior Preference" shall mean the preference of ROE, as the Preferred Member, to distributions hereunder pursuant to a Liquidity Event in an amount equal to the lesser of (i) \$4 million or (ii) the amount actually invested by ROE in the Company pursuant to the Purchase Agreement, in either case reduced by \$500,000 on every sixth month anniversary of the final closing under the Purchase Agreement as long as the Company is then continuing in operation and the Group is continuing to perform the Motown Show. The Senior Preference shall be eliminated on the earlier of (x) the third anniversary of the final closing under the Purchase Agreement or (y) the date that ROE has received distributions pursuant to Article IV, other than those resulting from Liquidity Events or those made to ROE in repayment of the Option Advance, of at least \$2 million in aggregate.

"Strategic Advisory Board" shall have the meaning set forth in Section 5.1(e).

"Transfer" shall mean any sale, assignment, transfer, gift, exchange, bequest or other disposition of an Interest, in any manner, voluntary or involuntary, by operation of law or otherwise.

"Transferor" shall mean any Member which Transfers, or proposes to Transfer, an Interest.

"Treasury Regulations" or "Treas. Reg." shall mean regulations promulgated under the Code in effect as of the date hereof or hereafter amended or adopted.

"Unpaid Option Advance" shall mean, as of any particular time, the amount of the Option Advance that either has not been repaid by the Company to ROE pursuant to the provisions of Article IV hereof or has not been credited against ROE's Capital Contribution hereunder in accordance with the provisions of the Purchase Agreement. As of the date of this Agreement, the Unpaid Option Advance equals \$502,413.09.

"Withdrawal Event" with respect to any Manager, shall mean his death, Disability, voluntary resignation or retirement or termination in accordance with the provisions of this Agreement.

### ARTICLE III

#### Membership Interests, Members, Capital Contributions and Capital Accounts

##### 3.1 Membership Interests.

(a) The Interests of the Members in the Company shall be divided into Membership Interests. The Membership Interests may be subdivided into classes and series as provided in this Agreement, each with the relative rights, powers and duties provided in this Agreement. As of the Agreement Date, the Membership Interests shall comprise 575,000 authorized Common Interests (the

"Common Interests") and 425,000 authorized but currently unissued Preferred Interests (the "Preferred Interests"). In addition the Managers may establish Economic Interests or Management Interests in accordance with the provisions of this Agreement. The capitalization of the Company, taking into account currently issued Common Interests and additional unissued Preferred Interests to be issued to ROE pursuant to the Purchase Agreement, is set forth on Schedule A annexed hereto. The Purchase Agreement provides that ROE must invest a minimum of \$2 million in Preferred Interests. If no closing under the Purchase Agreement occurs in accordance with the terms thereof, then no Preferred Interests will be issued to ROE, and this Agreement will be of no force and effect, although the Company will still be obligated to repay to ROE the amount of the Unpaid Option Advance. If ROE's investment under the Purchase Agreement (the "Investment") is less than \$4 million, but greater than \$2 million, the number of Preferred Interests to be issued to ROE and ROE's Percentage Interest will be proportionately reduced, and Exhibit A will be revised accordingly. The Investment will be used as working capital of the Company, to be applied towards intellectual property development, acquisition, creation and/or other projects determined solely by the Managers after meaningful consultation with the Strategic Advisory Board and/or the Artistic Advisory Board, as appropriate, except in instances involving Key Decisions, where the approval of a majority of the ROE Managers also will be required as provided in Section 5.2 below.

(b) In accordance with the provisions of this Agreement, the Managers may from time to time amend this Agreement to authorize classes and series of Membership Interests not previously authorized, to classify Membership Interests already authorized within classes or series, whether or not previously authorized, to increase the number of units authorized in classes and series of Membership Interests, and to determine the relative rights, powers and duties of each class and series authorized. The rights, powers and duties of classes and series created in the future may be senior to existing classes and series. No Member consent shall be required for the amendment of this Agreement by the Managers under this Section, or for the authorization or issuance of new Membership Interests or for the admission of new Members. No amendment to this Agreement made by the Managers under this Section may effect any change that increases the rights of the Members owning Common Interests *vis a vis* the holders of any class or series of Membership Interests other than the Common Interests; provided, however, that such prohibition shall not limit the ability of the Managers to issue additional Common Interests.

(c) The Company is authorized to issue and sell Membership Interests, and warrants, options, convertible instruments and other rights to the issuance of Membership Interests, in order to raise capital and for any other purpose permitted by law. Except as set forth in this Agreement, the manner of the offering of Membership Interests and any such other rights, the acceptance of subscriptions and the price, if any, terms and conditions under which subscriptions for Membership Interests and any such other rights will be accepted, and the manner of and conditions to the sale or issuance of Membership Interests and such other rights to subscribers therefor will be determined by the Managers in accordance with the provisions of this Agreement. No Member consent shall be required for the amendment of this Agreement by the Managers under this Section, or for the authorization or issuance of such authorized Membership Interests, or for the admission of new Members.

(d) The Company is authorized to issue and sell Common Interests (and/or Economic Interests) to employees of and consultants and advisors to the Company or any of its subsidiaries. Except as set forth in this Agreement, the manner of and conditions to the issuance of Common Interests (including the price, if any, and other consideration, any vesting requirements, buyback rights or other restrictions) and/or Economic Interests will be determined by the Managers in their sole discretion subject to the provisions of this Agreement and any long term incentive plan, option grant, restricted Common Interests agreement or the like. Any Economic Interests to be issued to employees and service providers to the Company are intended to qualify as "profits interests" under Rev. Proc. 93-27 and Rev. Proc. 2001-43, or any subsequent procedures or regulations covering similar situations, and accordingly shall have no Capital Account value upon issuance.

### 3.2 Members.



(a) A potential Member may subscribe for one or more whole or fractional Membership Interests by executing a counterpart of this Agreement, agreeing to be bound as a Member by all the terms of this Agreement, as it may be amended from time to time, specifying the Capital Contribution the subscriber will be committed to make to the Company, and executing such other documents as the Managers may require. The Members will then include those persons who have subscribed for a whole or fractional Membership Interests in accordance with the preceding sentence or become substitute Members in accordance with Article VII of this Agreement, whose admission as Members has been agreed to in writing by the Managers, and who have not assigned all of their Membership Interests to successors in accordance with Article VII of this Agreement. HNLVI is sometimes referred to as a "Common Members" and ROE is sometimes referred to as the "Preferred Member". A Member may subscribe for and hold Membership Interests of more than one class and series, and shall have, with respect to the Membership Interests of each class or series which the Member holds, all of the rights, powers and duties provided for Membership Interests of that class or series.

(b) The Managers will prepare, and from time to time distribute to the Members for attachment to this Agreement, a Schedule A to this Agreement listing the Members and their Capital Contributions (separately identifying Capital Contributions made with respect to each class and series of Membership Interest Unit held by the Member).

(c) Each Member consents to the admission of additional Members in the discretion of the Managers to the extent permitted under this Agreement, and the admission of substitute Members in accordance with Article VII of this Agreement.

3.4 Capital Contributions. The Capital Contributions of the Members are set forth set forth in Exhibit A attached hereto.

3.5 Additional Capital Contributions. If and to the extent desirable or necessary, and after being unanimously approved by the Managers, the Members from time to time may make additional Capital Contributions in such amounts as the Managers may reasonably determine. Any call for additional Capital Contributions shall be accompanied by a Use of Proceeds statement approved by the Managers. In the event of a call for additional Capital Contributions, the Members shall have the opportunity, but not the obligation, to participate in such additional Capital Contributions pro rata in proportion to their Percentage Interests, or as they may otherwise agree. If a Member makes a pro rata additional Capital Contribution, his or its Percentage Interest shall not be adjusted. Upon making an additional Capital Contribution, the Percentage Interest of each Member shall be recalculated. If a Member makes no additional Capital Contribution or less than his or its pro rata share, or an additional Capital Contribution greater than his or its pro rata share, his or its Percentage Interest will be adjusted based upon unanimous determination of the Managers.

3.6 Capital Accounts. The Company shall establish and maintain a Capital Account for each Member. The initial Capital Accounts shall be in amounts equal to the Members' Initial Capital Contributions. A Member's Capital Account shall be increased by the amount of any additional Capital Contributions made by, and the income and gain allocated to, such Member, and shall be decreased by any losses and deductions allocated, or distributions made, to such Member pursuant to the terms of this Agreement. It is the intention of the Members that Capital Accounts be maintained strictly in accordance with Treas. Reg. Section 1.7041(b)(2)(iv).

3.7 Adjustments to Capital Accounts.

(a) The Managers may, by unanimous vote, adjust the Capital Accounts to reflect a revaluation of the Company's assets upon the occurrence of any of the following events:

(i) a Capital Contribution by a new or existing

Member as consideration for the issuance of an Interest;

(ii) the distribution of cash or other property by the Company to a retiring or continuing Member as consideration for the repurchase or redemption of an Interest; or

(iii) events described in Treas. Reg. Section 1.7041(b)(2)(iv)(f).

(b) Any adjustment pursuant to Section 3.4 shall be based on the fair market value of Company property on the date of adjustment, and shall reflect the manner in which the unrealized income, gain, loss or deduction inherent in the property, not previously reflected in Capital Accounts, would be allocated among the Members if there were a taxable disposition of the property for fair market value on that date.

(c) If the book value of a Company asset differs from the adjusted tax basis of that asset, the Capital Accounts shall be adjusted in accordance with Treas. Reg. Section 1.7041(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization and gain or loss computed for book purposes rather than tax purposes.

(d) If there is any basis adjustment pursuant to an election under Code Section 754, the Capital Accounts shall be adjusted to the extent required by Treas. Reg. Section 1.7041(b)(2)(iv)(m).

3.8 Return of Capital Contributions. Except as otherwise provided in this Agreement, no Member shall have any right to demand or receive (a) any cash or property of the Company in return of its Capital Contribution or in respect of its Membership Interest until the dissolution of the Company as provided for herein, or (b) any distribution from the Company in any form other than cash.

3.9 Transfer of Interest. If an Interest is Transferred as permitted by this Agreement, the transferee shall succeed to the Capital Account of the Transferor to the extent the Capital Account relates to the Transferred Interest in accordance with Treas. Reg. Section 1.7041(b)(2)(iv)(f).

## ARTICLE IV

### Distributions and Allocations

#### 4.1 Distributions -- General Principles.

(a) Each distribution made by the Company, whether derived from operating cash flow, from the sale or other disposition of all or any portion of the Company's assets or properties, from the financing or refinancing of the Company or otherwise shall be made in accordance with this Article IV.

(b) Subject to Section 4.4, the Managers shall unanimously determine the amounts available for distribution and the timing of distributions, reflecting the Company's business needs. The Managers may periodically review any reserves created and may in their discretion increase such reserves or release any excess amounts in such reserves for distribution in accordance with this Article IV.

(c) The Managers may determine to distribute securities, assets or other property in kind to the Members. Each distribution in kind of securities, assets or other property shall be distributed in accordance with Section 4.2 as if there had been a sale of such property for an amount of cash equal to the fair market value of such property, as determined in good faith by the Managers, followed by an immediate distribution of such cash proceeds. Distributions consisting of cash, securities, assets and/or

other property shall be made, to the extent practicable, in pro rata portions as to each Member receiving such distributions. For purposes of the preceding sentence, securities, assets or other property having a different tax basis than like securities, assets or other property shall be considered to be securities, assets or other property of a different type.

4.2 Amounts and Priority of Distributions. Subject to Section 4.4, the amount of each distribution shall be made as follows:

- (a) First to HNLVI (or, if it designates, to the Group Members) with respect to any unpaid Australia/New Zealand Fee, as well as any unpaid obligations of the Company relating to any employment compensation or artists' or performance fees otherwise payable by the Company to the Group Members in connection with their participation in the Motown Show;
- (b) Second, to ROE, in an amount equal to the then Unpaid Option Advance;
- (c) Third, to ROE and HNLVI pro rata based on their respective Percentage Interests; provided, however, that the amount to be distributed to HNLVI shall be reduced dollar for dollar by the amount of then unpaid Prior Liabilities; and
- (d) Fourth, to ROE and HNLVI pro rata based on their respective Percentage Interests.
- (e) Notwithstanding the foregoing, in the event of a distribution resulting from a Liquidity Event, payments shall be made (i) first, in accordance with the provisions of Section 4.2(a), (ii) second, in accordance with the provisions of Section 4.2(b), (iii) third, to ROE in the amount of the then-unpaid Senior Preference, if applicable, (iv) fourth, in accordance with the provisions of Section 4.2(c) and (v) fifth, in accordance with the provisions of Section 4.2(d).

4.3 Limitations on Distributions. Notwithstanding anything to the contrary contained in this Agreement, distributions to Members shall be subject to the restrictions contained in § 86.343 of the Act.

4.4 Tax Advances. If in any Fiscal Year, taxable income is allocated to a Member under this Article IV, with the result that the cumulative allocation of taxable income to such Member under this Article IV for such Fiscal Year and all prior Fiscal Years exceeds the cumulative allocation of deductible losses to such Member under Article IV for such Fiscal Year and all prior Fiscal Years (the "Excess Income Amount"), the Managers shall use their best efforts to advance to such Member an amount which, when combined with all other amounts previously distributed or advanced to such Member with respect to such Fiscal Year, will equal such Member's income tax liabilities arising from the ownership of its Membership Interest during such Fiscal Year, based upon the lesser of such Member's share of (i) such taxable income for the year or (ii) the Excess Income Amount. Tax advances to Members shall be creditable against (and shall reduce) future distributions to be made to them as provided in Section 4.2.

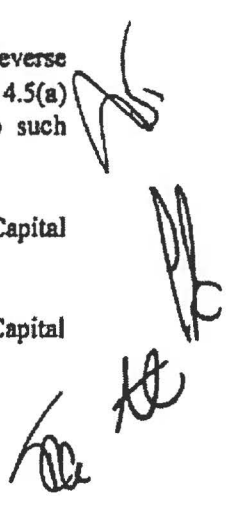
4.5 Allocation of Net Profits or Losses. The Net Profit or Net Loss of the Company for each Fiscal Year will be determined according to the accounting principles employed in the preparation of the Company's federal income tax information return. The Net Profit or Net Loss, as well as any items thereof that must be separately stated under Section 703(a) of the Code, will be allocated to the members as follows:



(a) If the Company has a Net Profit, the Net Profit will be allocated to the Members in the following order of priority:

- (i) First, to the Members, in proportion to and to the extent of, distributions previously made under Section 4.2 until the amount allocated to each Member under this Section 4.5(a)(i) is equal, on a cumulative basis, to the amount of such distributions to such Member, provided that it shall be permitted also to allocate items of gross income under this Section 4.5(a)(i) if the Managers unanimously determine in good faith that, due to a shortfall in Net Income, such allocation is reasonably necessary or appropriate to reflect the intended economic arrangement among the Members, including the equitable allocation of tax liabilities; and then
- (ii) Second, to ROE, in proportion to and to the extent of, the cumulative Net Losses allocated to ROE under Section 4.5(b)(iii) hereof and not previously taken into account under this Section 4.5(a)(ii); and then
- (iii) Third, to HNLVI, in proportion to and to the extent of, the cumulative Net Losses allocated to such Members under Section 4.5(b)(ii) hereof and not previously taken into account under this Section 4.5(a)(iii); and then
- (iv) Fourth, to the Members pro rata based on their respective Percentage Interests, with adjustments so as to reflect the amounts distributed or distributable under Section 4.2, taking into account any applicable distribution thresholds established with the issuance of any profit interests.
- (v) Notwithstanding the foregoing, for Fiscal Year 2013, the allocation required by Sections 4.5(a)(i), (ii) and (iii) shall only be made with respect to the Preferred Interests on a pro rata basis as if all of the Preferred Interests were effectively issued on February 1, 2013.

(b) Subject to the provisions of Section 4.6 and Section 704(b) of the Code and the Regulations promulgated thereunder, Net Losses of the Company shall be determined and allocated among the Members (and credited to their respective Capital Accounts) as follows:

- (i) First, to the Members in an amount sufficient, on a cumulative basis, to reverse the allocations of Net Income previously made pursuant to Section 4.5(a)(iv) in the reverse chronological order of and in proportion to such previous allocations; and then
  - (ii) Second, to HNLVI, in an amount sufficient to reduce the unreturned Capital Contribution balances of their Common Interests to zero; and then
  - (iii) Third, to ROE, in an amount sufficient to reduce the unreturned Capital Contribution balances of their Preferred Interests to zero.
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(iv) Notwithstanding the foregoing, for Fiscal Year 2013, the allocation required by Sections 4.5(b)(i) and (ii) shall only be made with respect to the Preferred Interests on a pro rata basis as if all of the Preferred Interests were effectively issued on February 1, 2013.

(c) The Company shall have the authority to vary the allocations from those set forth above, if after consultation with its tax advisors, such variation is reasonably necessary or appropriate in order to reflect the intended economic arrangement among the Members, including the equitable allocation of tax liabilities.

4.6 Tax Allocations.

(a) For purposes of preparing each Member's Schedule K-1 for federal, state, and local income tax purposes, the Company shall, to the maximum extent reasonably practicable, allocate taxable income, gross income, gain, loss, deduction, and credit in accordance with their respective shares of Net Profits or Net Losses.

(b) Notwithstanding subsection (a), items of Company taxable income, gain, loss and deduction with respect to any property contributed to the Company by a Member shall be allocated among the Members in accordance with section 704(c) of the Code. If the book value of any property is adjusted (or required to be adjusted) pursuant to the Regulations promulgated under section 704(b) of the Code, subsequent allocations of items of taxable income, gain, loss and deduction with respect to such property shall take account of any variation between the adjusted book value and its book value immediately before the adjustment in the same manner as under section 704(c) of the Code. All determinations and elections under section 704(c) shall be made unanimously by the Managers in good faith.

4.7 Allocation of Gain or Loss on Liquidation. Net gain or loss realized by the Company upon the sale of all or substantially all of its assets or otherwise in connection with the dissolution and liquidation of the Company shall be allocated to the Members (after allocating to them (a) all other Net Profits or Net Losses for the then current Fiscal Year in accordance with Section 4.5 and (b) any items allocable under Section 4.8 or 4.9 (including items in connection with such sale)), in such amounts that, to the extent possible, the respective balances of their Capital Accounts shall equal the amounts to be distributed to them under Sections 9.2 and 4.5. In the event such balances do not equal the amounts to be distributed as provided in Sections 9.2 and 4.5, then, notwithstanding anything contained herein to the contrary, any shortfall or excess shall be allocated to the Members in proportion to their Percentage Interests and all distributions shall be made in proportion to the positive Capital Account balances after taking into account all allocations of Net Profits or Net Losses pursuant to this Section 4.7.

4.8 Qualified Income Offset. Notwithstanding anything in this Article IV to the contrary, in the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treas. Reg. Section 1.7041(b)(2)(ii) (d)(4), (5) or (6) which cause a deficit or increase the deficit in the Member's Capital Account, items of Company gross income and gain shall be allocated to the Member in an amount and manner sufficient to eliminate the deficit in its Capital Account as quickly as possible; provided, however, that for this purpose, a Capital Account shall be increased by the Member's share of Company Minimum Gain as of the end of the Fiscal Year. It is the intention of the Members that this Section 4.8 be treated as a "qualified income offset" within the meaning of Treas. Reg. Section 1.7041(b)(2)(ii)(d).

4.9 Minimum Gain. Unless otherwise unanimously determined by the Managers in good faith acting upon the advice of their accountants, the following shall apply:

(a) Nonrecourse Deductions. Company Nonrecourse Deductions shall be allocated to the Capital Accounts as set forth in Section 4.5. Member Nonrecourse Deductions shall be allocated to the Member that bears the economic risk of loss with respect to the debt to which such Member Nonrecourse Deduction is attributable.

(b) Distributions of Nonrecourse Financing Proceeds. If the Company makes a distribution to the Members that is allocable to the proceeds of any nonrecourse liability of the Company, or of any other entity in which the Company has an interest, such distribution shall be allocable to an increase in Company Minimum Gain as provided in Treas. Reg. Sections 1.7042(h) and (i)(6).

(c) Company Minimum Gain. Each Member's share of Company Minimum Gain shall be determined as provided in Treas. Reg. Sections 1.7042(g) and (i)(5).

(d) Minimum Gain Chargeback. If there is a net decrease in Company Minimum Gain for a Fiscal Year, items of Company income and gain shall be allocated to the Capital Accounts as provided in Treas. Reg. Section 1.7042(f). Notwithstanding the foregoing, to the extent such net decrease is attributable to a Member Nonrecourse Debt, then any Member with a share of the minimum gain attributable to such debt shall be allocated items of income and gain as provided in Treas. Reg. Section 1.7042(i)(4).

4.10 Regulatory Allocations. The allocations set forth in Sections 4.8 and 4.9 (the "Regulatory Allocations") are intended to comply with certain requirements of Treas. Reg. Sections 1.7041(b) and 1.7042. The Regulatory Allocations might not be consistent with the manner in which the Members intend to divide Company distributions. Accordingly, the Managers are hereby authorized to allocate other items of income, gain, loss, and deduction among the Members so as, to the extent possible, to prevent the Regulatory Allocations from causing the manner in which Company distributions will be divided between the Members pursuant to this Agreement to be different from the division intended by the Members. In general, the Members anticipate that this will be accomplished by specially allocating other items of Company income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of the Regulatory Allocations and such other items to each Member shall be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not been required.

4.11 Tax Returns and Other Elections. The Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all applicable laws of each jurisdiction in which the Company does business. All elections permitted to be made by the Company under Federal or state laws shall be made by the Managers, in their sole discretion.

4.12 Effective Date. The parties agree that ROE shall be entitled to the pro rata allocation of Net Profits or Net Losses or other allocable items incurred by the Company commencing as of February 1, 2013.

## ARTICLE V

### Managers

#### 5.1 Management and Authority.

(a) The property, business and affairs of the Company shall be managed by the Managers. Each Manager shall serve until a Withdrawal Event occurs with respect thereto. The Managers shall have full authority, power and discretion to make all decisions with respect to the Business and the assets of the Company and to perform such other services and activities as set forth in this Agreement. Unless otherwise provided by an amendment to this Agreement, every Manager shall be

an agent of the Company for its business purposes and each Manager may bind the Company in the ordinary course, provided that the Managers have approved such action in accordance with this Agreement. Unless otherwise expressly authorized by this Agreement, the act of a Manager that is not apparently for carrying on the Company's business in the ordinary course shall not bind the Company.

(b) Except as otherwise expressly provided in this Agreement or the Act, the Members shall have no right to control or manage, nor shall they take any part in the control or management of, the property, business or affairs of the Company, provided that they shall have the limited rights and powers granted to them herein.

(c) A Manager need not be a Member or Affiliate of a Member. There shall be seven Managers of the Company, consisting of Andrew, Michael, Phil and Toby, who are designated as the "HNLVI Managers" and Daniel, Ken Denison ("Ken") and a third person to be designated by ROE in its discretion, who are designated as the "ROE Managers". HNLVI shall have the right to remove and replace the HNLVI Managers, in the event of a Withdrawal Event or otherwise, and ROE shall have the right to remove and replace the ROE Managers, in the event of a Withdrawal Event or otherwise. Each such HNLVI Manager or ROE Manager will promptly sign an agreement in form satisfactory to the Company agreeing to be bound by the confidentiality and non-competition provisions of Sections 6.8 and 6.9 hereunder. Unless otherwise determined unanimously by the Managers, there shall be no separate compensation for any Manager, but his or her reasonable expenses shall either be advanced by the Company or promptly reimbursed

(d) The Managers, acting unanimously, may designate one or more officers of the Company, with such titles as the Managers shall determine, each of whom shall have such powers and duties in the management of the Company as the Managers shall delegate from time to time which are not inconsistent with this Agreement. An officer need not be an employee, Member or Manager of the Company. The Managers may delegate powers and duties in the management of the Company to other agents and employees of the Company to the extent not inconsistent with this Agreement, including check signing authority. In the sole discretion of the Managers, and at any time, without need for notice and with or without cause, the Manager may revoke their designation of any officer, and may revoke the delegation of powers to any officer, agent or employee. Pursuant to the provisions of this Section 5.1(d), the Managers hereby designate Ken as the "Executive Manager" for the Company (or similar title to be determined), who will be responsible for day to day operations and overall financial administration. The Managers can replace Ken as Executive Manager by unanimous vote for cause, or for no cause, and in the case of any such removal shall seek out and designate a qualified professional replacement by unanimous vote. In any such instance, Ken would not have a vote as a Manager, but would continue in his capacity as Manager and retain his right to vote in such capacity in all other instances.

(e) Notwithstanding the provisions of Section 5.1, and in accordance with the provisions of Section 5.2, the Managers shall consult with and rely upon an "Artistic Advisory Board" and a "Strategic Advisory Board". Matters relating to the development, creation, acquisition or exploitation of intellectual property by the Company and other creative artistic matters will be determined solely by the Group with the input from Steve Sterling ("Steve"), Ken and Jonas Nielson, who are the initial members of the Artistic Advisory Board. All matters relating to financing, investment management and strategic business development, including relating to the financial aspects of the development, creation, acquisition or exploitation of intellectual property by the Company or other creative artistic matters, will be based upon meaningful consultation with Steve, Daniel, Ken and Scott Gildea, who are the initial members of the "Strategic Advisory Board". The number of members of the Artistic Advisory Board and the Strategic Advisory Board (each a "Board" or collectively the "Boards") shall not exceed three and four, respectively. The Managers, acting unanimously, may at any time increase or decrease the number of members of either Board. A member of a Board who is not a Manager may be removed by a majority of the members of the Board on which he/she is serving or by the unanimous vote of the Managers. Each Board shall determine in good faith whether it should have limited terms for its members

upon commencement of the Board's activities. Meetings of each Board will be held at least twice per calendar year or more frequently as deemed necessary or desirable by the Managers. Such meetings may be held in person or by telephone conference call as determined by the members, and all Managers shall have the right to attend such meetings. There shall be no separate compensation for any person serving as a member of a Board, but his or her reasonable expenses shall either be advanced by the Company or promptly reimbursed.

5.2 Decisions Requiring Majority Vote or Consent of Managers: Key Decisions Requiring Majority Vote of ROE Managers. Without limiting the generality of Section 5.1, but subject to Sections 5.3 and 5.4, the Managers shall have the power and authority, on behalf of the Company and any other entity controlled by the Company (a "Controlled Subsidiary"), to take action upon the majority vote or consent of the Managers. Notwithstanding the foregoing, for each of the actions specified below, referred to as "Key Decisions", in addition to the approval of a majority of the Managers, at least a majority of the ROE Managers must approve such action:

- (a) pay to any member of the Group (or any Affiliate), or any Member, Manager, employee or consultant, any form of compensation, artists' fee or performance fee for any services rendered to the Company, including performance by the members of the Group in the Motown Show, pursuant to an existing agreement or otherwise, and any modification of any such agreement;
- (b) purchase, build or otherwise acquire any capital asset, investment or real property in excess of \$10,000;
- (c) enter into any agreement on behalf of the Company involving payments or other financial consequences in excess of \$25,000 per year;
- (d) sell, license or otherwise transfer or grant a security interest in or encumber any asset of the Company involving consideration or value which singly or in the aggregate exceeds \$25,000;
- (e) enter into any agreement or series of related agreements relating to the borrowing of money by the Company;
- (f) loan funds of the Company to, or guaranty any obligation or liability of, any third party, or grant a security interest in any assets of the Company as collateral for any such loan;
- (g) issue any ownership, membership or other interest in the Company, including any options, warrants or other rights to obtain such ownership, membership or other interests, to any person, or authorize or create a new class or series of membership or ownership interests;
- (h) dissolve or wind up the Company;
- (i) establish any pension, benefit and incentive plans for any or all current or former Group Members, other members of the Group or any members, Managers, employees, and/or agents of the Company;
- (j) make any charitable donation on behalf of the Company;
- (k) commence or settle any litigation or arbitration or hire or terminate any counsel in connection with such litigation or arbitration;
- (l) select or replace the accountants or other financial professionals providing services to the Company;



(m) make an assignment for the benefit of creditors of the Company, file a voluntary petition in bankruptcy, or consent to the appointment of a receiver for the Company; and

(n) amend the Certificate of Formation or the Operating Agreement of the Company.

For purposes of clarity, separate approval by the ROE Managers will not be required for any creative decisions specific to entertainment intellectual property(ies) undertaken by the Company as provided for herein and, in the event that any new entertainment intellectual property(ies) of the Company are developed, created, acquired or exploited at no cost to the Company, the Group Members shall have sole authority over the decision-making for exploitation of such entertainment intellectual property(ies); provided that any such creative decisions do not involve any financial liability nor financial obligation of the Company.

5.3 Decisions Requiring Unanimous Vote or Consent of Managers. Without limiting the generality of Section 5.1, but subject to Sections 5.2 and 5.4, the Managers shall have the power and authority, on behalf of the Company and any Controlled Subsidiary, to do any of the following only upon the unanimous vote or consent of the Managers:

(a) set the amount of distributions of profits to the Members of the Company;

(b) approve the sale, exchange or other disposition of all or substantially all of the Company's assets, or the merger or consolidation of the Company, with a bona fide third party; provided that the Managers shall cause the third party to provide a notice (the "Sale Notice"), at least ten (10) business days prior to the date on which such Managers expect the transaction to be consummated, to all the Members setting forth the purchase price and other terms and conditions of the transaction;

(c) pay (or causing any Controlled Subsidiary to pay) to any Member or Manager or any Affiliate of a Member or Manager any commissions, fees or remuneration, other than distributions of profits pursuant to Section 5.3(b) or compensation for services rendered pursuant to an employment agreement or consulting or other valid agreement duly approved by the Managers between the Company or any Controlled Subsidiary, on the one hand, and any such Member or Manager or any Affiliate of a Member or Manager, on the other hand;

(d) purchase, build or otherwise acquire any capital asset, investment or real property, the purchase price or value of which will exceed \$100,000;

(e) enter into any agreement or series of related agreements, including any agreement to borrow money, that, either individually or collectively, creates a monetary obligation greater than \$100,000;

(f) loan Company funds to, or guaranty any obligation or liability of, any Member, Manager or any affiliate thereof, or grant a security interest in any assets of the Company or any Controlled Subsidiary as collateral for any such loan, in an amount greater than \$100,000;

(g) dissolve or wind up the Company;

(h) establish any pension, benefit and incentive plans for any or all current or former Members, Managers, employees, and/or agents of the Company or make any payments pursuant thereto; or

(i) make an assignment for the benefit of creditors of the Company or a Controlled Subsidiary, file a voluntary petition in bankruptcy, or consent to the appointment of a receiver for the Company or a Controlled Subsidiary.

5.4 Miscellaneous. Notwithstanding anything else stated herein to the contrary, the Managers agree that they shall be subject to the following obligations and restrictions:

(a) All matters relating to the development, creation, acquisition or exploitation of intellectual property by the Group and other creative artistic matters (relating to performances by the Group, including but not limited to set and costume design, performance program, performance scheduling, design, script, concept, content, and the means and timing of release of licensed products such as CDs, media, clothing and the like) shall be determined by solely by the Group for the benefit of the Company, and neither the Managers nor the Members, as Members, shall have any authority to determine such matters. Notwithstanding the foregoing, HNLVI agrees to use reasonable efforts to solicit input on such matters from the Artistic Advisory Board, pursuant to the provisions of Section 5.1(e).

(b) The Managers agree to solicit input on all matters relating to the financing of the Company's operations, investment management and strategic direction from the Strategic Advisory Board, pursuant to the provisions of Section 5.1(e).

(c) Before becoming a member of a Board, each such Person shall sign an agreement in form satisfactory to the Company agreeing to be bound by the confidentiality and non-competition provisions of Sections 6.8 and 6.9 hereunder.

(d) No Manager shall institute any program, device or feature that will prevent another Manager from accessing any of the Company's computer systems or devices.

5.5 Liability for Certain Acts. A Manager or a member of a Board shall not be liable to the Company or to any Member for any loss or damage unless a judgment or other final adjudication adverse to the Manager or member of a Board establishes that such loss or damage was the result of fraud, gross negligence, willful misconduct, bad faith or a wrongful taking by the Manager or such member of a Board.

5.6 No Exclusive Duty: NonCompetition. ROE and HNLVI acknowledge that subject to the non-competition provisions set forth in Section 6.9, the Managers may have other business interests and may engage in other activities in addition to those relating to the Company, including without limitation, for those Managers that are Group Members or Affiliates of HNLVI, the Excluded Business, and in the case of ROE and its Managers, other musical entertainment properties. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the Managers or in any income or revenues derived therefrom. The foregoing provisions shall also apply to any Persons that are serving as members of the Artistic Advisory Board or the Strategic Advisory Board.

5.7 Execution of Documents.

(a) Any document or instrument may be executed and delivered on behalf of the Company by any Manager, including, without limitation, any deed, mortgage, note or other evidence of indebtedness, lease, security agreement, financing statement, contract of sale or other instrument purporting to convey or encumber, in whole or in part, any or all of the assets of the Company at any time held in its name, or any compromise or settlement with respect to accounts receivable or claims of the Company, provided that the Managers shall have approved any of the foregoing in accordance with the terms of this Agreement.

(b) Any third Person dealing with the Company, its Managers or Members may rely upon a certificate signed by a Manager as to (i) the identity of the Members or Managers, (ii) acts by the Members or Managers, (iii) any act or failure to act by the Company, or (iv) any other matter involving the Company or any Member.



5.8 Powers of Managers in Bankruptcy. Subject to Section 5.3(k), any Manager shall have the power and authority, on behalf of the Company and any Controlled Subsidiary, to:

- (a) represent the Company or a Controlled Subsidiary in any bankruptcy or insolvency proceedings to which it is a party, in whatever capacity; and
- (b) execute and deliver, in the name of the Company or otherwise, any and all documents and instruments, including, without limitation, petitions and requests for relief, necessary or desirable in connection with the foregoing, as determined by the Managers.

5.9 Resignation or Removal. Any Manager may resign at any time by giving notice to the Members, effective upon receipt thereof or at such later time specified therein. Unless otherwise specified in the notice, acceptance of a resignation shall not be necessary to make it effective. If a Manager is a Member, his, her or its resignation shall not affect the corresponding rights as a Member.

5.10 Meetings of Managers.

(a) Quarterly meetings of the Managers shall be held at such times and places as a majority of the Managers may from time to time determine.

(b) In addition to the quarterly meetings required by Section 5.10(a), special meetings of the Managers may be called at any time by a majority of the Managers (including at least one of the ROE Managers) and shall be held at such times and places within or without the State of Nevada, upon reasonable prior notice, as the Managers may from time to time determine.

(d) Notice of the time and place of each special meeting of the Managers, and of the first regular meeting under Section 5.10(a), shall be delivered to each Manager, either personally (including by courier) or by telephone, telegraph, facsimile or email, or shall be mailed to each Manager by firstclass mail, postage prepaid, addressed to it at its mailing address set forth in the records of the Company, at least three days before the day on which such meeting is to be held. Notice of the regular quarterly meetings of the Managers need not be given unless such meeting is held at a time or place other than that set forth in the initial notice of such regular meeting, in which case notice thereof shall be given as set forth herein. Notice of a meeting need not be given to any Manager who, either before or after the meeting, executes a waiver of notice, or who attends such meeting without objecting, at its beginning, to the transaction of any business because the meeting is not lawfully called or convened.

(e) The presence of a majority of Managers then acting shall constitute a quorum for the transaction of business at a meeting. If a quorum is present, the affirmative vote or consent of a majority of the Managers present at any meeting and entitled to vote on, or take action with respect to, any matter shall be the act of the Managers, provided that the affirmative vote or consent of a majority of the ROE Managers shall be required to approve those actions set forth in Section 5.2 and the affirmative vote or consent of all Managers shall be required to approve those actions set forth in Section 5.3. In the absence of a quorum, the Managers present may adjourn any meeting to another time and place, or such meeting not be held. At any adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted.

5.11 Action without Meeting. Any action required or permitted to be taken at any meeting of Managers may be taken without a meeting, without prior notice and without a vote, if the number of Managers sufficient to authorize such action at a meeting at which all Managers entitled to vote thereon were present and voted consent thereto in writing, and such consents are filed with the minutes of proceedings of the Managers.

5.12 Participation in Meetings by Telephone and Other Equipment. Any one or more Managers may participate in a meeting by conference telephone or similar communications equipment, by

means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person and authority at such meeting.

## ARTICLE VI

### Rights and Obligations of Members; Meetings

6.1 Liability for Company Debt. No Member will be personally liable for any debts, losses or obligations of the Company by reason of its being a Member, except to the extent of its Capital Contribution and any obligation to make a Capital Contribution.

6.2 Management Authority Vested in Managers; No Voting Rights. The Members agree and acknowledge that all authority and power to manage the affairs of the Company shall be vested exclusively in the Managers. The Members, in their capacity as such, shall have no Management Interests, provided that the Members shall have such limited rights of approval as are set forth in Section 11.4.

6.3 Limitation on Authority of Members. No Member is an agent of the Company solely by virtue of being a Member, and no Member has authority to act for the Company solely by virtue of being a Member. Any Member who takes an action or binds the Company in violation of this Section 6.3 shall be solely responsible for any loss or expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to such unauthorized action.

6.4 Liability for Wrongful Distributions. A Member who receives a distribution from the Company which the Member knows to be in violation of this Agreement or the Act shall be liable to the Company for the amount of such distribution for a period of three years after it was made.

6.5 Dealings with the Company. Subject to the requirements of this Agreement, any Member or any Affiliate of a Member may make loans to, borrow from, and transact such other business with, the Company as may be approved by the Managers in accordance with this Agreement.

6.6 No Preemptive Rights. No Member shall have any preemptive, preferential or other right with respect to (a) making additional Capital Contributions, (b) the issuance or sale of Interests by the Company, (c) the issuance of any obligations, evidences of indebtedness or securities of the Company convertible into, exchangeable for, or accompanied by, any rights to receive, purchase or subscribe to, any Interests, (d) the issuance of any right of, subscription to or right to receive, or any warrant or option for the purchase of, any of the foregoing, or (e) the issuance or sale of any other interests or securities by the Company.

6.7 Membership Certificates. Membership Interests may be evidenced by certificates issued by the Company, provided that any such certificate shall carry a conspicuous legend noting the existence of the restrictions on transfer set forth in Article VII.

6.8 Nondisclosure. Each Member and Manager shall at all times hold as secret and confidential (unless disclosure is required by the Company or is required pursuant to court order, subpoena in a governmental proceeding, arbitration or pursuant to other process or requirement of law) any and all knowledge, information, developments, manufacturing and trade secrets, know-how and confidences of the Company or the Business, including without limitation, the Company's books and records, data, computer software, databases, internet customer email lists, addresses, phone numbers, shopping data, websites and accounts on Facebook, Twitter and similar services, to the extent such matters have not previously been made public, are not thereafter made public or do not otherwise become available to such Member or Manager from a third party not, to such Member's or Manager's best knowledge, bound by any confidentiality agreement with the Company ("Confidential Information").

The phrase "made public" as used in this Agreement shall apply to matters within the domain of (a) the general public or (b) the Company's industry. Each Member and Manager shall not use such knowledge or Confidential Information for his or its own benefit or for the benefit of others or, except as provided above, disclose any of such Confidential Information without the prior written consent of the Company. The foregoing provisions shall also apply to Persons who are members of the Artistic Advisory Board or the Strategic Advisory Board.

6.9 Noncompetition. During the term of this Agreement, the Group Members will perform exclusively for the Company, except as related to the Excluded Business. For a period of one year thereafter, none of the Group Members will compete with the business of the Company as it had been conducted during the term of this Agreement. Additionally, during the term of this Agreement, ROE will not engage in any entertainment projects potentially competitive with the Company without prior consultation with the Group Members and the Company. Subject to the foregoing, and notwithstanding the provisions of Section 5.6, for so long as a Member is a Member (or an Affiliate or transferee pursuant to a Permitted Transfer is a Member), and so long as a Manager is a Manager or a Person is a member of the Artistic Advisory or Strategic Advisory Board, and for a period of 1 year thereafter, such Member, Manager or Board member shall not, directly or indirectly, (i) engage in any activity competitive with the Business; (ii) divert or attempt to divert from the Company any business whatsoever; (iii) solicit or attempt to solicit for any business endeavor any employee or prior employee of the Company or Group Member; or (iv) interfere with any business relationship between the Company and any other person. Notwithstanding the foregoing, nothing herein shall prevent HNLVI, the HNLVI Managers or the Group Members, or their respective Affiliates or transferees pursuant to Permitted Transfers, from engaging in any activities related to the Excluded Business. Additionally, the foregoing restrictions do not apply to a Person's ownership of less than five percent of the outstanding securities of a corporation which is traded over the counter or on a recognized securities exchange that engages in any activity competitive with the Business. The foregoing provisions shall also apply to Persons who are members of the Artistic Advisory or Strategic Advisory Board and to the Group Members.

## ARTICLE VII

### Transferability

7.1 General. Unless otherwise Transferred in accordance with the provisions of this Article VII, including a Transfer that is a Permitted Transfer, a Member may not Transfer all or any portion of, or any rights in, its Interest to a nonMember. Upon the Transfer of all of a Member's Membership Interest to a transferee and compliance with the requirements of this Article VII, the transferee shall automatically be admitted as a Member.

### 7.2 Right of First Refusal.

(a) If a Member desires to Transfer all or any portion of its Membership Interest for consideration to a Person who is not a Member, Manager or an Affiliate of a Member or Manager (a "Purchaser"), other than pursuant to a Permitted Transfer, the Transferor shall obtain from the Purchaser a bona fide written offer (the "Offer") to purchase such Interest, stating the Purchaser's name and the terms and conditions upon which the purchase is to be made. The Transferor shall notify the Company and the remaining Members of its intention to so Transfer the Interest, including a copy of the Offer.

(b) The Company, or, if the Company fails to so elect, the remaining Members or any of them, pro rata based on their relative Percentage Interests (or as they may otherwise agree), shall have a right of first refusal to purchase all (but not less than all) of the Interest proposed to be sold by the Transferor, upon the same terms and conditions, and for the consideration, stated in the Offer. The Company or such Members, as the case may be, shall notify the Transferor (and the remaining Members, if the Company gives notice, or the Company, if such Members give notice) of its or their intention to

exercise such right, in the case of the Company, within twenty (20) days after its receipt of the Transferor's notice and the Offer and, in the case of the remaining exercising Members, within ten (10) days following expiration of the twenty (20)-day period set forth for the Company if the Company fails to give notice of its election hereunder during such period. If the Company and all remaining Members fail to exercise their rights as set forth herein, the Transferor shall be entitled to sell the Interest to the Purchaser in accordance with the Offer, within sixty (60) days following the expiration of the second ten (10) day period referred to above. If not so sold, such Interest shall once again be subject to the requirements of this Section 7.2. The Transferor, or any Manager that is a HNLVI Manager where the Transferor is HNLVI, or any ROE Manager, where the Transferor is ROE, shall not be entitled to vote on whether the Company should exercise its rights hereunder.

(c) If the Company or any remaining Members elect to exercise their right of first refusal as set forth in Section 7.2(b), it or they shall designate the time, date and place at which the closing of the purchase shall take place, provided that the date shall be within ten (10) days after the Transferor receives notice of the election to exercise such right.

(d) The provisions of this Section 7.2 shall not apply to any Permitted Transfer.

### 7.3 Other Conditions to Transfers.

(a) As conditions to recognizing the effectiveness of any Transfer permitted under this Article VII, including a transferee pursuant to a Permitted Transfer, and the admission of a transferee as a new Member, the Transferor and the proposed transferee shall execute, acknowledge and deliver to the Company, at the Transferor's (and/or the transferee's) expense, such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and shall perform all other acts necessary or desirable, in the opinion of counsel to the Company, to:

- (i) constitute such transferee a Member, if applicable;
- (ii) confirm that the Person desiring to acquire an Interest, or to be admitted as a Member, has accepted, assumed, and agreed to be bound by, all of the terms, obligations and conditions of this Agreement, as in effect at the time of the Transfer;
- (iii) preserve the Company after such Transfer under the laws of each jurisdiction in which the Company is qualified, organized or does business;
- (iv) assure compliance with all applicable state and Federal laws, including, without limitation, securities laws; and
- (v) constitute the Company a thirdparty beneficiary of the rights of the Transferor and the obligations of the transferee under any arrangements or agreements to Transfer or pledge an Interest hereunder, with full power to enforce such rights and obligations directly against the transferee.

(b) If, as of the proposed effective date of a Transfer, there is a mortgage or other agreement in effect by which the Company or any of its assets are bound that permits the holder of indebtedness secured thereby to accelerate the indebtedness in the event of the Transfer of an Interest or more than a specified Interest, then, without the unanimous vote or consent of the Managers, no Transferor may Transfer an Interest to the extent such Transfer would entitle the holder of such indebtedness to accelerate it.



(c) Notwithstanding compliance with the other provisions of this Article VII, no Transfer of an Interest may be made except pursuant to registration under applicable securities laws or if an opinion of counsel to the Company, prepared at the expense of the Transferor (or the transferee), indicates that such Transfer may be effected without registration.

7.4 Effective Date.

(a) Any Transfer of an Interest or admission of a Member in accordance with this Agreement shall be effective as of the last day of the calendar month in which all of the conditions thereto were satisfied. No Transfer of an Interest shall be effective unless and until the Company has received notice of the name and address of the transferee and the date of such Transfer, and shall then be effective only to the extent set forth in this Agreement.

(b) Except with respect to ROE, as expressly provided in Section 4.12, no new Member shall be entitled to any retroactive allocation of Net Profits or Net Losses or other allocable items incurred by the Company. The Managers may, in their discretion, at the time a new Member obtains an Interest, close the Company books (as though the Fiscal Year had ended) or make pro rata allocations of such items to a new Member for that portion of the Fiscal Year in which it holds an Interest, in accordance with Code Section 706(d) and the Treasury Regulations promulgated thereunder.

7.5 Certain Transfers of No Effect. Any Transfer or attempted Transfer of an Interest in violation of the terms of this Agreement shall be null and void and have no effect. Each Transferor hereby indemnifies the Company and the remaining Members against any and all loss, liabilities, damages and expenses, including, without limitation, tax liabilities or loss of tax benefits, arising directly or indirectly out of any Transfer or purported Transfer in violation of this Agreement.

7.6 Pledge or Encumbrance of Interests. No Member may pledge or encumber an Interest, in any manner, whether voluntarily or involuntarily, by operation of law or otherwise, without the unanimous vote or consent of the Managers, provided further that if the Member seeking to pledge or encumber his Interest is a Manager, the unanimous vote or consent of the other Managers shall be required.

7.7 Call Right and Put Right.

(a) HNLVI and the Group Members collectively shall have the right (the "Call Right") to purchase the Preferred Interest of ROE within the two year period from May 1, 2016 to May 1, 2018 (the "Put-Call Period") if (x) a valuation of the Company as of any date on or after May 1, 2016 conducted by an independent accountant and initiated by HNLVI and the Group Members at their own expense (the "Group Valuation") demonstrates an aggregate enterprise value of the Company of less than \$5 million and (y) during the period from May 1, 2016 through the date of such Group Valuation no new performance projects by the Group have been initiated or are pending. If both such conditions are satisfied, then ROE shall select within 30 days a second independent accountant to appraise the enterprise value of the Company as of the same date as the Group Valuation (the "ROE Valuation"). The ROE Valuation either shall be paid for directly by HNLVI and the Group Members or, if applicable, HNLVI and the Group Members, jointly and severally shall reimburse ROE for the expenses of the ROE Valuation. HNLVI and the Group Members cannot exercise their Call Right until the expenses of the ROE Valuation are fully paid for or reimbursed. HNLVI and the Group Members cannot initiate their exercise of the Call Right if ROE has first exercised its Put Right pursuant to Section 7.7(d).

(b) Upon completion and receipt of the ROE Valuation, ROE then shall have 30 days to inform HNLVI and the Group Members of its election, at its sole option, to purchase the Common Interests of HNLVI, in lieu of the purchase of ROE's Preferred Interest pursuant to the Call Right (the "ROE Put Response Right"). If ROE notifies HNLVI and the Group Members that it will not exercise the ROE Put Response Right, or fails to give timely notice within such 30 day period, HNLVI and the Group

Members may purchase ROE's Preferred pursuant to their exercise of the Call Right. Even if ROE exercises the ROE Put Response Right, the ROE Valuation either shall be paid for directly by HNLVI and the Group Members, or HNLVI and the Group Members, if applicable, jointly and severally shall reimburse ROE for the expenses of the ROE Valuation.

(c) The purchase price for ROE's Preferred Interest upon exercise of the Call Right shall equal the greater of (x) \$4 million or (y) the product of (A) the average of the Group Valuation and the ROE Valuation, (B) multiplied by 1.5 and (C) multiplied by .425 (to be reduced pro rata if the Investment is less than \$4 million). The aggregate purchase price for HNLVI's Common Interests upon ROE's exercise of the ROE Put Response Right shall equal the product of the average of the (A) the average of the Group Valuation and the ROE Valuation, multiplied by .575 (to be increased pro rata if the Investment is less than \$4 million).

(d) During the Put-Call Period, if HNLVI and the Group Members have not first commenced the process of exercising their Call Right, ROE shall have the right (the "Put Right") to sell its Preferred Interest to HNLVI and the Group Members if (x) a ROE Valuation demonstrates an aggregate enterprise value of the Company of less than \$5 million and (y) during the period from May 1, 2016 through the date of such ROE no new performance projects by the Group have been initiated or are pending. If both such conditions are satisfied, then HNLVI and the Group Members shall select within 30 days a second independent accountant to conduct the Group Valuation. The Group Valuation either shall be paid for directly by ROE, or, if applicable, ROE shall reimburse HNLVI and the Group Members for the expenses of the Group Valuation. ROE cannot exercise its Put Right until the expenses of the Group Valuation are fully paid for or reimbursed. The purchase price for ROE's Preferred Interest pursuant to ROE's exercise of the Put Right shall be equal to 80% of the average of the ROE Valuation and the Group Valuation, multiplied by .425 (to be reduced pro rata if the Investment is less than \$4 million). ROE shall bear the costs of the ROE Valuation and the Group Valuation if ROE exercises the Put Right.

(e) Any sale of Common Interests or Preferred Interests pursuant to this Section 7.7 shall otherwise be made in accordance with the provisions of this Article VII, in terms of closing conditions, closing items and timing.

## ARTICLE VIII

### WITHDRAWAL OF MEMBERS

8.1 No Voluntary Withdrawal. A Member shall have no right or power to surrender his or its Membership Interest voluntarily.

## ARTICLE IX

### Dissolution and Termination

9.1 Events Causing Dissolution and Windingup. The Company shall be dissolved and wound up upon the first to occur of the following events:

- (a) the unanimous written consent of the Managers;
- (b) the sale or other disposition of all or substantially all of the business or assets of the Company; or
- (c) the entry of a decree of judicial dissolution the Act.

Winding up of the Company.

(a) If the Company is to be dissolved in accordance with Section 9.1, then the Managers or other Person selected by the Manager (the "Liquidator") shall wind up the affairs of the Company, including by selling or otherwise liquidating the Company assets in a bona fide sale or sales to third Persons at such prices and upon such terms as they may determine acceptable and most beneficial to the parties under the circumstances. If the Liquidator determines that an immediate sale would be financially inadvisable, it may defer sale of the Company assets for a reasonable time, or distribute the assets in kind.

(b) The proceeds of any liquidation of the Company shall be distributed in the following order of priority (to the extent that such order of priority is consistent with the Act and the laws of the State of Nevada):

- (i) first, to the payment of the debts and liabilities of the Company and the expenses of dissolution and liquidation;
- (ii) then, to the establishment of any reserves which the Liquidator shall deem reasonably necessary or required by law for payment of such other debts and liabilities of the Company (contingent or otherwise), as are specified by the Liquidator, such reserves to be held in escrow by a bank or trust company selected by the Liquidator and to be disbursed as directed by the Liquidator in payment of any of the specified debts and liabilities or, at the expiration of such period as the Liquidator may deem advisable, to be distributed in the manner hereinafter provided; and
- (iii) then, to the Members as set forth in Article IV.

(c) If any assets are distributed in kind, they shall be distributed on the basis of the fair market value thereof, as determined in good faith by the Liquidator, and shall be deemed to have been sold at fair market value for purposes of the allocations under Article IV.

(d) The Company shall terminate when all assets of the Company have been sold and/ or distributed and all affairs of the Company have been wound up.

**ARTICLE X****Indemnification**

10.1 **Indemnification.** To the maximum extent permitted by law, the Company will indemnify the Manager, any Member, or any officer, manager, director, agent, employee, Affiliate, or equity holder thereof (including without limitation any member of the Artistic Advisory Board or Strategic Advisory Board), who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (including any action by or in the right of the Company) by reason of any acts, omissions, or alleged acts or omissions by such Person on behalf of the Company, against expenses for which such Person has not otherwise been reimbursed (including attorneys' fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred in connection with such action, suit, or proceeding, so long as such act or omission was not done fraudulently or in bad faith or as a result of willful and wanton misconduct or gross negligence or, with respect to any criminal action or proceeding, such Person had no reasonable cause to believe his conduct was unlawful. Expenses, including reasonable attorneys' fees, incurred by such Person asserting a right to indemnification hereunder in defending any such civil, criminal,

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administrative or investigative action, suit or proceeding may, in the reasonable discretion of the Managers, be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of a written undertaking by or on behalf of such Person to repay such amount to the extent it shall ultimately be determined that such Person is not entitled to indemnification under this Section 10.1. The Manager, Members, and any Affiliate, officer, director, equity holder, employee, or agent thereof (including without limitation any member of the Artistic Advisory Board or Strategic Advisory Board) shall be entitled to rely on the advice of counsel, public accountants, or other independent experts, and any act or omission of the Managers, a Member and any Affiliate, officer, director, equity holder, employee, or agent thereof (including without limitation any member of the Artistic Advisory Board or Strategic Advisory Board) pursuant to such advice shall in no event subject such Person to liability to the Company or any Member. The satisfaction of any indemnification shall be from and limited to Company assets, and no Member shall have any personal liability on account thereof. The Company shall assume and direct the defense of any action, suit or proceeding for which indemnification is sought hereunder, including the employment of counsel, and all fees, costs and expenses incurred in connection with defending or settling an indemnification claim shall be borne by the Company. The Company shall not be required to obtain the prior written consent of any indemnified party before settling an indemnified claim hereunder.

## ARTICLE XI

### Miscellaneous Provisions

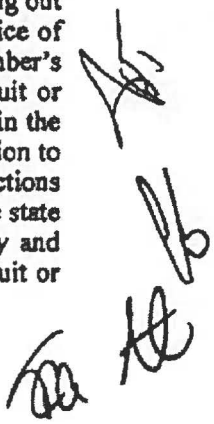
11.1 Notices. Except as otherwise set forth herein, any notice, demand or communication required or permitted to be given under this Agreement shall be (a) in writing, (b) delivered by hand, nationally recognized overnight courier service or facsimile, addressed to a party at its mailing address or facsimile number set forth in the books and records of the Company, and (c) deemed to have been given on the date delivered by hand or sent by facsimile or one business day after deposit with such courier service.

11.2 Books of Accounts and Records. At the expense of the Company, the Managers shall maintain at the Company's principal place of business, records and accounts of all operations and expenditures of the Company.

11.3 Governing Law; Consent to Jurisdiction.

(a) This Agreement, and the application or interpretation hereof, shall be governed by and in accordance with the laws of the State of Nevada without regard to its principles of conflicts of law.

(b) Each Member irrevocably submits to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York and the state courts of the State of New York, sitting in New York County, New York, for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Each Member further agrees that service of any process, summons, notice or document by United States certified or registered mail to such Member's respective address set forth on Schedule A shall be effective service of process in any action, suit or proceeding with respect to any matters to which it has submitted to jurisdiction as set forth above in the immediately preceding sentence. Each Member irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the United States District Court for the Southern District of New York or the state courts of the State of New York, sitting in New York County, New York, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in such court has been brought in an inconvenient forum.



11.4 Amendments.

(a) Except as otherwise required by this Agreement or the Act, this Agreement may be amended by the affirmative vote or consent of a majority of the Managers, provided that any amendment to this Agreement that would (i) adversely affect the federal income tax treatment to be afforded a Member or the liabilities of a Member or (ii) change the method of calculating allocations or distributions to a Member under Article IV, shall in each case require the consent of each Member affected.

(b) Notwithstanding anything to the contrary contained in Section 11.4(a), the Managers may modify the provisions of this Agreement without the consent of the Members if, upon advice of counsel to the Company, the modification is necessary to cause (i) the Company to be or to continue to be classified as a partnership for federal income tax purposes or (ii) the allocations under Article IV to have substantial economic effect or to be in accordance with the Members' interests under Section 704 of the Code and the Treasury Regulations thereunder. No modification hereunder may alter the limited liability of the Members or have a material effect on amounts distributable to any Member pursuant to this Agreement.

11.5 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further documents and instruments, including, without limitation, statements of their interests and powers of attorney, as necessary to comply with applicable law or otherwise as reasonably requested by the Manager.

11.6 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the neuter gender shall include the feminine and masculine genders and vice versa.

11.7 Headings. The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

11.8 Waivers; Rights and Remedies Cumulative. The failure of any party to pursue any remedy for breach, or to insist upon the strict performance, of any covenant or condition contained in this Agreement shall not constitute a waiver of any such right with respect to any subsequent breach. Except as otherwise expressly set forth herein, rights and remedies under this Agreement are cumulative, and the pursuit of any one right or remedy by any party shall not preclude, or constitute a waiver of, the right to pursue any or all other remedies. All rights and remedies provided under this Agreement are in addition to any other rights the parties may have by law, in equity or otherwise.

11.9 Severability. If any provision, or portion thereof, of this Agreement, or its application to any Person or circumstance, shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement, such provision and their application shall not be affected thereby, but shall be interpreted without such unenforceable provision or portion thereof so as to give effect, insofar as is possible, to the original intent of the parties, and shall otherwise be enforceable to the fullest extent permitted by law.

11.10 Successors and Assigns. All of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and permitted assigns.

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

11.12 No Third Party Beneficiaries. The covenants, obligations and rights set forth in this

Agreement are not intended to benefit any creditor of the Company or any other third Person, and no such creditor or other third Person shall, under any circumstances, have any right to compel any actions or payments by the Company or shall, by reason of any provision contained herein, be entitled to make any claim in respect of any debt, liability, obligation or otherwise against the Company or any Member.

11.13 Managers as Attorney-in-Fact for Members.

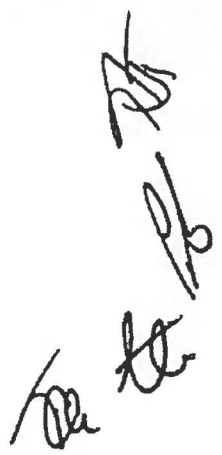
(a) Each Member hereby irrevocably constitutes and appoints, with full power of substitution, the Managers and each of them, its true and lawful attorneyinfect, with full power and authority in its name, place and stead, to execute, certify, acknowledge, deliver, file and record at the appropriate public offices:

- (i) all certificates and other instruments, and any amendment thereto, which the Managers deem appropriate to form, qualify or continue the business of the Company as a limited liability company;
- (ii) any other instrument or document which may be required to be filed by the Company under the laws of any state, or which the Managers deem advisable to file; and
- (iii) any instrument or document, including amendments to this Agreement, which may be required to continue the business of the Company, admit a Member or successor Manager, or dissolve and liquidate the Company (provided that such continuation, admission or dissolution are in accordance with this Agreement), or to reflect any reductions in the amount of Members' capital.

(b) Each Member's appointment of the Managers and each of them as its attorneyinfect shall be deemed to be a power coupled with an interest and shall survive the incompetency, bankruptcy or dissolution of the Member giving such power, except that, in the event of a Member's Transfer of an Interest in accordance with this Agreement, this power of attorney shall survive such Transfer only until such time, if any, as the assignee shall have been admitted to the Company as a Member and all required documents and instruments shall have been duly executed, filed and recorded to effect such substitution.

11.14 Entire Agreement. This Agreement, the Certificate of Formation and the Purchase Agreement contain the entire understanding of the parties in respect of its subject matter and supersede all prior agreements and understandings between or among the parties with respect to such subject matter.


[SIGNATURE PAGES TO FOLLOW]

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

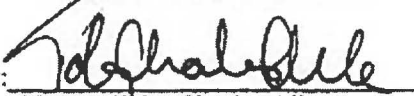
[ROE and HNEUS Signature Page]

IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement as of the date first above written.

**REACH OUT ENTERTAINMENT LLC**

By:   
Name:  
Title: *margaret neaton*

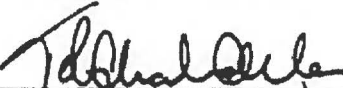
**HLN. ENTERTAINMENT US LLC**

By:   
Name: Toby Charles Allen  
Title: Member


[HNLVI and GROUP MEMBERS Signature Page]

IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement as of the date first above written.

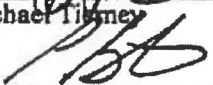
HUMAN NATURE LAS VEGAS INC.

By:   
Name: Toby Allen  
Title: PRESIDENT

GROUP MEMBERS:

  
Andrew Tierney

  
Michael Tierney

  
Philip Burton

  
Toby Charles Allen

## EXHIBIT A

## MEMBERS

Name, Address, Facsimile Number, Taxpayer Identification Number	Initial Capital Contribution	Membership Interests	Percentage Interest
Human Nature Las Vegas Inc. 2805 Cowan Circle Las Vegas, NV 89107	\$10,000	575,000 Common Interests*	57.5%
Reach Out Entertainment LLC Attn: Daniel Choueka 14 East 33 <sup>rd</sup> Street, Suite 9N New York, NY 10016	\$4,000,000	425,000 Preferred Interests**	42.5%
			100%

\* Currently issued and outstanding

\*\* To be issued to ROE in connection and subject to the Purchase Agreement, assuming a maximum investment of \$4,000,000. Any lesser investment (a minimum of \$2 million) will result in an adjustment in the number of Preferred Interests to be issued and a reduced Percentage Interest for ROE.

