

EXHIBIT B

OPERATING AGREEMENT

OF

JACARANDA CLUB, LLC (A New York Limited Liability Company)

This Operating Agreement dated as of December 4, 2008 (this "Agreement") of Jacaranda Club, LLC, a New York limited liability company (the "Company"), entered into by the Company, Jacaranda Holdings, LLC, a New York limited liability company having an address at 11151 Missouri Avenue, Los Angeles, CA 90025 (a "Member" and, collectively "Members") and TDK Holdings, LLC, a Delaware limited liability company having an address at 8 Loundsbury Drive, Baldwin Place, NY 10505 (a "Member" and, collectively "Members").

The Members having become the owners of a limited liability company formed pursuant to and in accordance with the Limited Liability Company Law of the State of New York, as amended from time to time (the "LLCL"), hereby agrees as follows:

1. **Name.** The name of the limited liability company is Jacaranda Club, LLC.
2. **Managing Member.** Jacaranda Holdings, LLC shall be the Managing Member.
3. **Term.** The Company shall continue in existence indefinitely, unless dissolved at the direction of the Managing Member.
4. **Purpose.** The Company is formed for the purpose of engaging in any lawful act or act or activity for which a limited liability company may be formed under the LLCL and may engage in any and all activities necessary or incidental to the foregoing.
5. **Office.** The Company shall maintain an office at 11151 Missouri Avenue, Los Angeles, CA 90025, or at such other place as the Managing Member shall designate.

6. **Membership Interests.**

<u>Member</u>	<u>Membership Interest</u>
Jacaranda Holdings, LLC	51.1%
TDK Holdings, LLC	48.9%

7. **Powers.** The business and affairs of the Company shall be managed by the Managing Member which shall have the power to do any and all acts necessary or convenient to, or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by managing members under the LLCL. Any and all such acts may be taken by the Managing Member without the consent of any other members.

8. **Capital Contributions.** Capital contributions by Members may be made in cash, property, or services rendered.

9. **Additional Contributions.** After the initial contribution, which is to be determined by the Managing Member, no Member will be required to make any additional capital contributions to the Company.

10. **Distributions.** Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Managing Member.

11. **Assignments.** A Member may not assign, in whole or in part, his or its membership interest in the Company without the Managing Member's prior written consent.

12. **Admission of Additional Members.** One or more additional members may be admitted to the Company in the discretion of the Managing Member.

13. **Withdrawal of a Member.** A Member may withdraw from the Company in accordance with the LLCL and with the consent of the Managing Member.

14. **Allocations of Profits and Losses.** The Company's profits and losses shall be allocated among the Members in accordance with their respective percentage Membership Interest in the Company upon terms and at times set by the Managing Member in its sole discretion.

15. **Liability of Members.** The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the LLCL. Anything to the contrary notwithstanding, however, each of the Members agrees to contribute capital proportionate to their Membership Interests to cover all organizational expenses of the Company.

16. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of New York and all rights and remedies will be governed by said laws.

17. **Amendment.** This Agreement may be amended only with the written consent of the Managing Member.

[Signature Page Follows]

IN WITNESS HEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the 4 day of December, 2008.

COMPANY:

Jacaranda Club, LLC

BY: Jacaranda Holdings, LLC

By: David M. Talla
David M. Talla, Managing Member

MEMBERS:

Jacaranda Holdings, LLC

By: David M. Talla
David M. Talla, Managing Member

TDK Holdings, LLC

By: _____
Jeff Wasserman, Member

By: _____
Glen Bernardi, Member