

**FORMATION/OPERATING AGREEMENT  
OF  
MARIBOU PRODUCTIONS LLC**

This FORMATION/OPERATING AGREEMENT (hereinafter referred to as "this Agreement") is made and entered into as of the 22<sup>nd</sup> day of July, 2015, by and among the undersigned.

**EXPLANATORY STATEMENT:**

The party hereto has caused MARIBOU PRODUCTIONS LLC (the "Company") to be formed as a limited liability company under and pursuant to the Mississippi Limited Liability Company Law (the "Law"), and seeks herein to regulate and establish aspects of the affairs of the Company and the relations of its Member(s).

**NOW, THEREFORE**, in consideration of the mutual promises of the parties hereto, each to the others, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

**ARTICLE I**

**FORMATION AND ORGANIZATION**

Section 1.01. **Name**. The name of the Company shall be "MARIBOU PRODUCTIONS LLC."

Section 1.02. **Principal Office and Registered Agent of Company**. The principal office of the Company shall be located at 2012 West 2<sup>nd</sup> street, Apt. 366, Long Beach, MS 39560. The Company may have such other or additional offices as the Manager may determine. The registered agent and registered office of the Company is Charles W. Digges, 2012 West 2<sup>nd</sup> street, Apt. 366, Long Beach, MS.

Section 1.03. **Term**. The Company commenced on the date its Articles of Organization were filed with the Mississippi Secretary of State. Unless terminated pursuant to the further provisions of this Agreement, the Company shall have a perpetual existence.

Section 1.04 **Business and Purpose of the Company**. The purposes for which the Company has been formed have been and shall be (a) to have and exercise all powers now or hereafter conferred by the laws of the State of Mississippi on limited liability companies formed pursuant to the Law; and (b) to do any and all things necessary, convenient or incidental to the achievement of the foregoing.

**ARTICLE II**

**DEFINED TERMS**

Throughout this Agreement, the word or words listed below within quotation marks shall have the meanings which follow them:

"Affiliate" - A Person who directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such Person. The term "control" as used herein (including the terms "controlling," "controlled by," and "under common control with") means the possession, direct or indirect, of the power to: (i) vote 5% or more of the