

These Virtual Reality Applications - Terms were last modified on February 27, 2009 and are effective immediately.

VIRTUAL REALITY APPLICATIONS – TERMS

PLEASE READ THESE TERMS CAREFULLY BECAUSE THEY DESCRIBE THE TERMS AND CONDITIONS THAT APPLY TO YOUR USE OF OUR VIRTUAL REALITY APPLICATIONS ACCESSIBLE FROM THE SITE INCLUDING, WITHOUT LIMITATION, THE VIRTUAL REALITY COMMUNITIES AND OUR RELATED SOFTWARE.

These terms and conditions relating to features and functionality offered through the virtual reality applications accessible from the Site (including any subpage thereof and any webpage accessible from such subpage (whether by link or pop-up that has the top-level domain of vmtv.com)) (the "Virtual Reality Application Terms") are Additional Terms to the Terms of Use Agreement for MTV.com (the "Site Terms of Use") and thus are incorporated into and form a part of the Site Terms of Use (which can be read at <http://www.mtv.com/sitewide/mtvinfo/terms.jhtml>). For the avoidance of doubt, references below to the Site Terms of Use shall include these Virtual Reality Application Terms. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Site Terms of Use.

These Virtual Reality Application Terms govern your use of the virtual reality applications accessible on the Site (or any sub-page thereof), including, without limitation, (i) the Avatar (as defined below) creation and customization tool, (ii) the virtual reality application communities and environments (including any Flash-based virtual reality worlds or environments, including individual rooms and "Cribs") and (iii) the Virtual Reality Commerce Functionality (as defined below) supporting the foregoing (collectively, the "Virtual Reality Applications").

The Virtual Reality Applications are offered and made available only to users 13 years of age or older who otherwise meet all the other eligibility requirements set forth in the Site Terms of Use. **If you are not yet 13 years old, please discontinue using the Virtual Reality Applications immediately, or if for any reason, you do not agree with all of the terms and conditions contained in the Site Terms of Use, please discontinue using the Virtual Reality Applications immediately because by using or attempting to use the Virtual Reality Applications, you certify that you are at least 13 years of age and meet any other eligibility and residency requirements of the Site.**

1. DESCRIPTION OF SERVICE; LIMITATIONS

The Virtual Reality Applications are interactive, online virtual reality community environments and related applications (including certain communities and environments based on the "real-world" elements and sets used in various MTVN television series), which enables registered users to, among other things, create and modify virtual reality personas (each an "Avatar"), interact, communicate with and transmit Postings to other Site users and their Avatars, navigate through and interact with a virtual reality community environment and obtain and use Virtual Currency (as defined in Section 6(c) below) to acquire Virtual Items and/or Specified Products (as each term is defined below). You understand and acknowledge the capacity of the Virtual Reality Applications, in the aggregate and for each user, is limited. Consequently, at any time and from time to time, you may not be able to access and/or use the Virtual Reality Applications (including, without limitation, access and use the Virtual Reality Commerce Functionality and/or the Virtual Items or Specified Products purchased or acquired therefrom), your Postings included therein may not be processed in a timely fashion or at all, and certain features and/or functions may be restricted or delayed or become completely inoperable. As a result, you acknowledge and agree that none of the Site, MTV, the Parent Companies, or their respective successors and assigns, or any of their subsidiaries, affiliates, or their respective officers, directors, employees, agents, licensors, representatives,

operational service providers, advertisers or suppliers (collectively, the "Site Entities") assume any liability, responsibility or obligation to provide you with access to or use of the Virtual Reality Applications, or any component thereof including, without limitation, your ability to transmit, process, store, receive or deliver transactions (including Virtual Reality Commerce Functionality transactions), messages, transmissions, content, Postings or any of your information or communications or for any failure or delay in connection with the same and you are hereby expressly advised not to rely upon the timeliness or performance of the Virtual Reality Applications for any reason.

2. MODIFICATIONS; CHARGES

As with any other features or functionalities offered on the Site, we reserve the right, at any time and from time to time, for any reason in our sole discretion, to change, modify, suspend, withdraw or discontinue, temporarily or permanently, all or any portions of the Virtual Reality Applications including, without limitation, any particular Material, Promotion, activities, services, features or functions included therein, with or without notice to you, and without any liability to you or any other party.

Although use of the Virtual Reality Applications and the Virtual Reality Material (as defined below) are currently made available to you without a fee or charge, we reserve the right to charge for access to or use of the Virtual Reality Applications, together with any components, features or functionality thereof at any time in the future, in our sole discretion, subject to Section 2 of the Site Terms of Use.

3. OWNERSHIP OF INTELLECTUAL PROPERTY; LICENSE TO VIRTUAL REALITY MATERIAL

The contents of the Virtual Reality Applications, including all software (including, without limitation, the application software and user interface required to be installed on your personal computer to access any of the Virtual Reality Applications together with all components thereof and all updates, patches, fixes, modifications and enhancements thereto, including releases of new versions, whether provided to you via download, automatically without additional consent or action on your part or otherwise, collectively "Software"), design, text, images, photographs, illustrations, audio and video material, artwork, graphic material, databases, proprietary information and all copyrightable or otherwise legally protected elements of the Virtual Reality Applications, including, without limitation, the selection, sequence and 'look and feel' and arrangement of items, and all trademarks, service marks and trade names (individually and/or collectively, "Virtual Reality Material") are considered Material pursuant to Section 3 of the Site Terms of Use and subject to the terms and conditions of the Site Terms of Use related to Material including, without limitation, Sections 3, 13 and 15 of the Site Terms of Use.

Subject to your agreement and compliance with the Site Terms of Use, we (and our applicable operational service providers and/or licensors) grant to you a limited, personal, non-exclusive, non-transferable and revocable license (without the right to sublicense) to (a) use the Software solely and exclusively in conjunction with the applicable Virtual Reality Applications and solely for your personal use and (b) copy the Software to the hard disk or other fixed storage medium of any digital processor, computer or network of computers you own or that are under your control. The foregoing rights in and to the Software are the only rights granted to you in connection with the Site Terms of Use, and any and all rights not expressly granted to you by the license described above are expressly and fully reserved by us and/or our licensors. Except as specifically provided in the Site Terms of Use or for backup or archival purposes specifically permitted by law, you may not use or make any other copies of the Software. You are not permitted to distribute, transmit, sublicense, lease, sell, rent or otherwise transfer the Software to any other person, firm or enterprise, nor are you permitted to tamper with or attempt to bypass, modify, defeat or otherwise circumvent the operation of the Software or alter, adapt, translate, reverse engineer, decompile, disassemble or otherwise

attempt to discover or disclose the Software source code or underlying programming or architecture. Your use of the Software does not, and should not be construed by you as a, guarantee or representation by any of the Site Entities that the Virtual Reality Applications or any component or functionality thereof or content contained therein shall be available at any time or from time to time. By downloading any Software, you represent and warrant that you are located in, under the control of, or a national or resident of, the U.S. YOU ASSUME THE ENTIRE RISK OF DOWNLOADING, INSTALLING, COPYING, OPERATING AND USING THE SOFTWARE.

4. MACHINIMA/SNAPSHOTS

To the extent that they have the right to do so, the Parent Companies hereby grant to you a nonexclusive, non-assignable, non-sublicensable, revocable, royalty-free license to copy or clip digital images and record video clips of any of the Virtual Reality Applications from your computer screen while you are engaged and accessing the Virtual Reality Applications and save those digital images and/or video clips ("Machinima Content"), solely for the purposes of uploading Machinima Content to the Virtual Reality Applications or other areas of the Site or otherwise for your personal, non-commercial use, all in compliance with all applicable laws, rules and regulations and the terms and conditions of the Site Terms of Use. You acknowledge, understand and agree that the Machinima Content is part of the Virtual Reality Material pursuant to Section 3 above.

In addition to the restrictions with respect to Material, you shall not create, display, integrate or otherwise make available any Machinima Content on any website, web page or via any other electronic medium that (a) includes editorial components contained in the applicable Machinima Content, whether presented as an aggregated destination website or web page (e.g., "Best Laguna Beach Moments", "VMTV Highlights", etc.) or otherwise, (b) feature, or are otherwise thematically based upon, any of the Parent Companies' television programming services (e.g., a "show" page for Laguna Beach), (c) appears, in the Parent Companies' sole discretion, to recreate or duplicate a material portion of any end user experience provided via any websites or online programming service owned or controlled by the Parent Companies or their Affiliates or (d) otherwise materially and adversely affects the Parent Companies' and/or their Affiliates' respective brands, businesses, reputation or goodwill. The Parent Companies' may, in their sole discretion and at any time for any reason, demand that you take down, remove, suspend or cease display of any Machinima Content and revoke your right to use same, and you shall comply with any such demand.

5. EXPERIENCE POINTS

Experience Points (currently referred to in the Virtual Reality Applications as "XP") are points that a user may obtain by performing various activities in the Virtual Reality Applications from time to time. As a user continues to interact with certain functionality and activities included in the Virtual Reality Applications (including, without limitation, purchasing Virtual Items, completing tasks and quests in the Virtual Reality Applications, building out the user's profile page, etc.), such user may earn XP as determined by MTVN in its sole discretion. MTVN may notify users of activities in the Virtual Reality Applications that will earn XP. Upon accumulating certain levels of aggregate amounts of XP (as determined by MTVN in its sole discretion), a user will move one or more levels up in the Virtual Reality Applications and have access to additional features and functionality in the Virtual Reality Applications (for example, as a user levels up, certain Virtual Items may be unlocked and thus available for purchase using Virtual Currency or other payment instruments pursuant to Section 6 below) and may receive Virtual Currency and/or Virtual Items as designated by MTVN in its sole discretion. We may charge fees for your right to obtain XP or may distribute XP without charge, in our sole discretion. You acknowledge and agree that XP has no cash value and are not redeemable for any sum of money and MTVN may restrict, regulate, control, modify and/or eliminate your ability to obtain, redeem and/or use XP at any time, in its sole discretion, and that MTVN shall have no liability to you or any third party in connection therewith.

You acknowledge and agree that you do not acquire any ownership rights in or to the XP or the right to rewards related thereto but you simply have a revocable right to such XP. Once you earn or obtain XP, you cannot transfer any such XP to another user.

Your license to accumulate XP is contingent upon you obeying the Site Terms of Use. MTVN, in its absolute discretion, will determine whether you are obeying the Site Terms of Use. If you violate the Site Terms of Use, your right to XP in your Site account may be terminated at MTVN's absolute discretion. MTVN has no obligation or responsibility to and will not reimburse you for any XP foregone or lost due to your violations of this and any other MTVN rules, policies, notices and/or agreements.

6. VIRTUAL REALITY COMMERCE FUNCTIONALITY

A. General

The Virtual Reality Applications may feature the ability for users to transact certain commerce functionality related to the use of the Virtual Reality Applications (collectively, the "Virtual Reality Commerce Functionality"), including, without limitation, (i) to purchase or otherwise obtain and use Virtual Currency which are solely redeemable for the purchase of certain virtual goods and services (*e.g.*, clothing for your Avatar, furniture or accessories for your "Crib", *etc.*) sold within, or related to, the Virtual Reality Applications (collectively, "Virtual Items") and certain tangible Products that may be made available via the Virtual Reality Applications from time to time by or on behalf of MTVN and/or its Advertisers, sponsors, business and promotional partners and suppliers (collectively, "Specified Products"), (ii) to directly purchase (using a credit card or other payment instrument other than Virtual Currency) Virtual Items and/or Specified Products and (iii) to purchase (using a credit card or other payment instrument other than Virtual Currency) a subscription or registration for special content, virtual goods and/or services made available solely within certain of the Virtual Reality Applications and/or exclusive access to any of the foregoing ("Virtual Subscriptions").

B. Virtual Auction

MTVN may, in its sole discretion, allow users to make certain Virtual Items available for sale in the Virtual Reality Applications to other users through the virtual auction functionality ("Virtual Auction") contained therein. You hereby acknowledge, understand and agree that neither the Parent Companies nor any of their Affiliates shall be responsible for any act or omission by you, any user or any other third party in connection with the sale of Virtual Items and/or the exchange of Virtual Currency between users through or in connection with a Virtual Auction. We are not acting as a traditional auctioneer but are merely providing a platform for you and other users to engage in transactions with each other. We are not involved in the actual transaction between you and any other user. You agree and acknowledge that we may (but are under no obligation to) deny, halt, suspend, discontinue, or reverse any Virtual Currency exchange and/or Virtual Auction transaction (whether proposed, pending or past) in cases of actual or suspected fraud, violations of other laws or regulations or deliberate disruptions to or interference with the Virtual Reality Applications. We have no control over and do not guarantee the quality, functionality, or usefulness of any Virtual Items sold in connection with Virtual Auction, the truth or accuracy of Virtual Item listings, or the ability of users to buy or sell Virtual Items made available through or in connection with the Virtual Auction. You and any other user whom you engage in transactions with pursuant to the Virtual Auction are solely responsible for your acts and omissions in connection with such use, including, without limitation, the availability of Virtual Currency, the quality and functionality of any Virtual Item and the accuracy and truthfulness of any representation made regarding any Virtual Item made available through Virtual Auction.

C. Virtual Reality Commerce Password; De-Activation

We may require users to select a separate, additional password to the user's password in effect for the Site generally (the "VR Commerce Password") solely to consummate direct purchases of Virtual Currency, Virtual Items and/or Specified Products (using a credit card or other payment instrument other than Virtual Currency) in certain designated applications and/or environments within the Virtual Reality Applications order to securely process such commerce transaction and the Personal Information provided by you in connection with such direct purchase. Please read our Privacy Policy (accessible at <http://www.mtv.com/sitewide/mtvinfo/privacy.jhtml>) which describes the Personal Information we collect, use, disclose, manage and store. Your VR Commerce Password is personal to you and you may not allow any others to use your VR Commerce Password under any circumstances. We are not liable for any harm caused or related to the theft or misappropriation of your user name or VR Commerce Password, disclosure of either of the foregoing, or your authorization of anyone else to use your user name and VR Commerce Password. You agree to immediately notify us if you become aware of or believe there is or may have been any unauthorized use of (or activity using) your user name and VR Commerce Password or any other need to deactivate your user name and VR Commerce Password due to security concerns.

If you are registered with a VR Commerce Password, you may deactivate your VR Commerce Password, at any time and for any reason, by contacting us at Virtualmtv@mtv.com. We may terminate your VR Commerce Password, at any time and for any reason, with or without cause, without prior notice to you and without liability or further obligation of any kind whatsoever to you or any other party. In addition, children under the age of 13 that are unknowingly registered with a VR Commerce Password are in violation of the Site Terms of Use. Parents (including legal guardians) of children that registered for a VR Commerce Password in violation of the Site Terms of Use who wish to terminate their child's membership must send us an e-mail to us at Virtualmtv@mtv.com and provide us with your child's user name and VR Commerce Password and request to terminate your child's VR Commerce Password. We will not allow direct access to a user's VR Commerce Password and Personal Information by any person without the user's user name (which will be the user's user name on the Site generally) and VR Commerce Password. (Please see above for how to change your preferences or the information associated with your account.) If a parent does not have his or her child's user name and VR Commerce Password, the parent will be required to send an e-mail to us at Virtualmtv@mtv.com that includes the parent's name, address, telephone and e-mail address, in addition to the child's name and e-mail address as registered on the Site, plus the child's date of birth. The parent must also provide verifiable identification that they are the parent of the ineligible child. MTVN will send a confirming e-mail to the parent via the e-mail address provided to verify that the parent wishes to terminate his or her child's VR Commerce Password and registration. The parent must then confirm by sending a reply e-mail to the designated return address. MTVN will then terminate the child's VR Commerce Password but will notify the child of the termination request via e-mail and will identify the name, address and e-mail address of the person making the request.

We reserve the right to deny access, use and registration privileges to any user, including without limitation, a registered user of any services, features or functions of the Virtual Reality Commerce Functionality if we believe there is a question about the identity of the person trying to access the user's Site account or VR Commerce Password or any other services, features or functions. And if the burden or expense of providing access to your Personal Information is disproportionate to the risks to your privacy, or if the legitimate rights of others would be violated, we may decide not to provide access to such information. In such cases, we will provide to you an explanation of why access cannot be provided and a contact person for further inquiries.

D. Virtual Currency; Virtual Items; Additional Terms

MTVN will create from time to time one or more fictional virtual currencies which will be branded by MTVN (*e.g.*, "MTV Coin") and used solely in connection with the Virtual Reality

Applications (each such fictional virtual currency, a "Virtual Currency") to purchase various goods and services made available by or on behalf of MTVN and/or its Advertisers, sponsors, business and promotional partners and suppliers or other Site users in connection with the Virtual Reality Applications. MTVN reserves the right, in its sole discretion, to create, cancel or otherwise modify any Virtual Currency or any rule or policy related thereto, including, without limitation, mandate that a specific Virtual Currency is only for use in a particular application or environment within the Virtual Reality Applications, and MTVN will reasonably endeavor to provide notice of any such modifications of rules or policies. We may charge fees for your right to obtain and/or use Virtual Currency and/or Virtual Items or may distribute Virtual Currency and/or Virtual Items without charge, in our sole discretion. You acknowledge and agree that Virtual Currency and Virtual Items have no cash value and are not redeemable for any sum of money and MTVN may restrict, regulate, control, modify and/or eliminate your ability to obtain, redeem and/or use Virtual Currency and/or Virtual Items at any time, in its sole discretion, and that the Site Entities shall have no liability to you or any third party in connection therewith.

Any payment transaction consummated relating to the Virtual Reality Commerce Functionality (including, without limitation, purchases of Virtual Currency, Virtual Items, Specified Products and Virtual Subscriptions or using Virtual Currency) (a "Virtual Reality Commerce Transaction") shall be subject to Section 6 of the Site Terms of Use and the following additional terms and conditions:

- 1) By consummating a Virtual Reality Commerce Transaction, MTVN hereby grants you a limited non-exclusive, non-transferable license to use Virtual Currency and/or the Virtual Items, as applicable, within the functionality of the Virtual Reality Applications. You acknowledge and agree that you do not acquire any ownership rights in or to the Virtual Currency or Virtual Items, in whole or in part, by purchasing this license to use Virtual Currency or any Virtual Items but you simply have a license to use such Virtual Currency and/or Virtual Items.
- 2) Your license to use Virtual Currency and the Virtual Items is contingent upon you obeying the Site Terms of Use. MTVN, in its absolute discretion, will determine whether you are obeying the Site Terms of Use. If you violate the Site Terms of Use, your Site account and/or your VR Commerce Password and your license to use existing Virtual Currency and Virtual Items in your account may be terminated at MTVN's absolute discretion. MTVN has no obligation or responsibility to and will not reimburse you for any Virtual Currency or Virtual Item lost due to your violations of this and any other MTVN rules, policies, notices and/or agreements.
- 3) You understand that all Virtual Reality Commerce Transactions are final and non-refundable, except, in our sole and absolute discretion. Once you have consummated a Virtual Reality Commerce Transaction, you can't get actual U.S. dollars back. YOU UNDERSTAND AND AGREE THAT ONCE YOU AUTHORIZE MTVN OR ANOTHER DESIGNATED PAYMENT SERVICE OPERATOR TO CHARGE YOUR CREDIT CARD FOR A CERTAIN AMOUNT, SUCH AMOUNT SHALL UNDER NO CIRCUMSTANCES BE REFUNDABLE, INCLUDING, WITHOUT LIMITATION, UPON TERMINATION OF YOUR SITE ACCOUNT AND/OR VR COMMERCE PASSWORD FOR ANY REASON, TERMINATION OF THE SITE TERMS OF USE, TERMINATION OF THE VIRTUAL REALITY COMMERCE FUNCTIONALITY AND/OR THE DISCONTINUATION OF THE SITE OR ANY VIRTUAL REALITY APPLICATIONS.
- 4) MTVN shall have the right, in its sole discretion, from time to time to establish or modify additional rules or policies with respect to the Virtual Commerce Functionality including, without limitation, (i) a rule that Virtual Currency or a Virtual Item will expire after a certain specified period from purchase and (ii) a rule that a user's account which remains inactive for a certain specified period of time will lose access to Virtual Currency, XP and/or Virtual Items acquired by such user, and MTVN will reasonably endeavor to provide notice of such rules or policies to the users. Virtual Currency will be included in your account until the associated expiration date (if applicable) or your account is otherwise terminated pursuant to the Site Terms of Use. Each Virtual Item that you purchase

(whether or not using Virtual Currency) will be included in your account until that Virtual Item's expiration date (if applicable) or your account is otherwise terminated pursuant to the Site Terms of Use.

- 5) In order to consummate a Virtual Reality Commerce Transaction, you may be required to provide us or another payment service designated by us (*e.g.*, PayPal) with your credit card information and other information related to your credit card transaction (*e.g.*, your billing and shipping address on record with the applicable credit card company, your credit card expiration date, *etc.*). None of the Site Entities shall be responsible or liable for any credit card or bank-related charges or fees related to any of your transactions.
- 6) You understand that any credit card transaction-related information will be treated by MTVN in the manner described herein and in our [Privacy Policy](http://www.mtv.com/sitewide/mtvinfo/privacy.jhtml) (accessible at <http://www.mtv.com/sitewide/mtvinfo/privacy.jhtml>), and, as applicable, in the manner described in the privacy policy of any third-party payment service that MTVN chooses to use. You agree that all transaction-related information that you provide to MTVN or a designated third-party payment service will be accurate, current and complete. You hereby agree to pay all charges incurred by you (or your child, if applicable) resulting from your use of the Virtual Currency and/or Virtual Items at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to such transactions.
- 7) MTVN reserves the right, without prior notification, to limit the order quantity on any Virtual Item and/or to refuse to provide you with Virtual Currency or any Virtual Item. Verification of certain information applicable to a Virtual Reality Commerce Transaction may be required prior to MTVN's acceptance thereof. MTVN reserves the right to hold a pending Virtual Reality Commerce Transaction for a reasonable period of time if MTVN deems the transaction to be fraudulent or of a suspicious nature.
- 8) Price and availability of the Virtual Currency and/or Virtual Items are subject to change without notice. MTVN may pursue legal action against any account holder taking part in illegal or impermissible activities, at MTVN's sole discretion.
- 9) You understand that we may suspend or terminate your Site account and/or VR Commerce Password if for any reason a charge you authorize us to make to your credit card cannot be processed or is returned to us unpaid and, if such event occurs, you shall immediately remit to us payment for such charge through the use of another credit card or other payment mechanism. Any purchase by a user that is declined or cancelled may result in the user and his or her household being permanently banned from the Site at MTVN's absolute discretion.
- 10) None of the Site Entities have any liability if someone obtains and uses your Site user name and password and/or your VR Commerce Password and accesses your Site account. You are personally responsible for your Site user name and password and VR Commerce Password.
- 11) You represent and warrant that you are 18 years or older and the bill payer for the payment services used for the Virtual Reality Commerce Transactions or have clear consent and assistance from your parents to use their PayPal account, credit card or other payment mechanism to consummate the Virtual Reality Commerce Transaction and enter the information necessary to process such transaction.
- 12) You represent and warrant that you are in compliance with all the rules and regulations relating to your payment service.
- 13) Except for the Site Terms of Use, including, without limitation, any Additional Terms, our Privacy Policy, our User Content Submission Agreement and any documents referred to therein or herein, to the extent any communication with MTVN is inconsistent with these Virtual Reality Application Terms, these Virtual Reality Application Terms will govern, unless expressly agreed in writing otherwise by an executive officer of MTVN.

14) MTVN does not recognize any virtual property transfers (whether Virtual Currency, Virtual Items, XP or otherwise) executed outside of the Site or the purported sale, gift or trade in the "real world" of anything related to the Virtual Reality Applications. Accordingly, you may not sell Virtual Currency, Virtual Items, Virtual Subscriptions, XP or other goods and services related to the Virtual Reality Applications for "real" money or otherwise exchange items for value outside of the Site.

7. MISCELLANEOUS

You acknowledge and agree that you are not permitted under any circumstances or for any reason to cheat or utilize code or third-party games or code in order to gain XP, Virtual Currency or Virtual Items from any games, quests or activities included in the Virtual Reality Applications. You agree not to design, disseminate or use any third party programs designed to change the game play, quests and/or activities in the Virtual Reality Applications including, without limitation, programs such as autobuyers, flash game cheats, autofreshers, and snipers. Any use, dissemination or design of such programs is a breach of the Site Terms of Use and you will be responsible for any resulting damages to MTVN.

Note that the foregoing terms do not apply to the three-dimensional software application for the virtual world branded as "MTV's Virtual Worlds" which was previously accessible at www.vmtv.com ("3D_VMTV") prior to the closing thereof. Contact us via email at Virtualmtv@mtv.com to receive a copy of any of the operating agreements relating to 3D VMTV.

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