

SECTION II
CAPITAL STRUCTURE: MEMBERSHIP UNITS AND
CONTRIBUTIONS/TRANSFER OF MEMBERSHIP UNITS

A. Capital Contribution by the Sole Member; Initial Issuance. The Sole Member's ownership rights in the Company, as recorded in the Company's records, is 100% of the Membership Interests in the Company (the "Membership Interest"). The capital contribution to the capital of the Company for which the Sole Member has been credited is the amount of cash, or of the property-in-kind, or both, reflected in the Company's records. The Sole Member may make additional capital contributions at any time and in any amount that she may desire.

B. Transfer of Membership Interest. The Sole Member may transfer any or all of her Membership Interest to any person or persons, at any time and from time to time, in the Sole Member's sole and absolute discretion. The assignment of all or any portion of the Membership Interest does not itself entitle the assignee to participate in the management and affairs of the Company or to become a member. Such assignee is only entitled to receive, to the extent assigned, the distributions the assigning Sole Member would otherwise be entitled to, and such assignee shall only become an assignee of all or a portion of the Membership Interest and not a substituted member. An assignee of all or a portion of the Membership Interest shall be admitted as a substitute member and shall be entitled to all the rights and powers of the assignor only if all the then existing members consent. Unless and until additional members are admitted to the Company, only the consent of the Sole Member shall be required. If admitted, the substitute member, has to the extent assigned, all of the rights and powers, and is subject to all of the restrictions and liabilities of the members. Notwithstanding the foregoing, the Sole Member may, by a duly executed agreement, assign all of her Membership Interest together with any and all rights to participate in the management and affairs of the Company and, if so provided in such duly executed agreement, the assignee shall automatically be admitted as a substitute member of the Company for and in place of the Sole Member.

C. No Interest; No Return of Capital. Capital contributions to the Company shall not earn interest, except as otherwise expressly provided for in this Agreement. Except as otherwise provided in this Agreement or agreed to in a writing signed by the Sole Member, no member of the Company shall be entitled to withdraw, or to receive a return of, a capital contribution or any portion thereof.

SECTION III
CAPITAL ACCOUNT

A. Capital Account. A capital account ("Capital Account") shall be maintained for the Sole Member, and any additional member in accordance with the provision of this Article.

1. Increases in Capital Account. The Capital Account of each member of the Company shall be increased by: