

set forth opposite the Sole Member's name on the Schedule of Capital Contributions attached hereto. The Company shall thereupon issue to the Sole Member that number and class of Units so subscribed and contributed for. The Sole Member may make additional capital contributions at any time and in any amount that it may desire.

B. Transfer of Membership Units. The Sole Member may transfer any or all of its Membership Units to any person or persons, at any time and from time to time. Subject to the provisions of this Section, the Sole Member may assign its Membership Interest in the Company in whole or in part. The assignment of a 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 a Membership Interest and not a substituted member. An assignee of a 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 members consent. 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.

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, the Sole Member shall not 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 the members shall be increased by:

(a) The fair market value of the members' initial capital contribution and any additional capital contributions by the members to the Company. If any property, other than cash, is contributed to or distributed by the Company, the adjustments to Capital Accounts required by Treasury Regulation Section 1.704-1(b)(2)(iv)(d), (e), (f) and (g) and Section 1.704-1(b)(4)(I) shall be made.

(b) The members' share of the increase in the tax basis of Company property, if any, arising out of the recapture of any tax credit.

(c) Allocations to the members of Profit.

(d) Company income or gain (including income and gain exempt from income taxation) as provided under this Agreement, or otherwise by Regulation Section 1.704-1(b)(2)(iv).