

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 shall be reflected as a 100% membership interest as recorded in the Company's records. The Sole Member may make additional capital contributions from time to time and at any time and in any amounts that he may desire.

B. Transfer of Membership Interest. Subject to the provisions of this Section, a Member may transfer and assign all or a portion of his interest as a member in the Company ("Membership Interest") to any one or more persons or entities, at any time and from time to time. The transfer and assignment of all or a portion of a Membership Interest does not, in and of 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 Member would otherwise be entitled to, and such assignee shall only become an assignee of all or a portion of a Membership Interest and not a substitute Member. An assignee of all or a portion 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 a Member of the Company. Notwithstanding the foregoing, without the consent of any other Member, the Sole Member may, by a duly executed agreement with the assignee, assign any or all of the Membership Interest then held by the Sole Member, together with the Sole Member's management and voting rights in the Company with respect to the portion of the Membership Interest so assigned, and, upon the consummation of such assignment, the assignee thereof shall be automatically admitted as a substitute member, with all of the rights and powers held by, and subject to all of the restrictions and liabilities imposed upon, the Sole Member immediately prior to such assignment, to the full extent of the portion of the Membership Interest so assigned.

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, a Member shall not be entitled to withdraw, or to receive a return of, a capital contribution or any portion thereof; provided, however, that, subject to the provisions of Section IV hereof, the Sole Member shall from time to time and at any time, in the Sole Member's discretion, be entitled to withdraw, and receive a return of, all or any part of the Sole Member's capital contribution.

SECTION III
TREATMENT AS AN S CORPORATION

The Company has elected to be treated as a Corporation for federal and state income tax purposes, and has made elections to be treated as a Small Business Corporation for such purposes,