

modification; provided that such modification is not likely to have a material effect on the amount distributed to any Member pursuant to Article 10 hereof upon the liquidation of the Company.

1.7 "Capital Contributions" means the aggregate amount of cash and Gross Asset Value of property (less the amount of indebtedness, if any, of such Member which is assumed by the Company and/or the amount of indebtedness, if any, to which such property is subject, as of the date of contribution, without regard to the provisions of Code Section 7701(g)) contributed by a Member to the capital of the Company.

1.8 "Cash Flow" means, for any period, the amount by which (a) the gross cash receipts of the Company from any source for such period (including, but not limited to, Capital Contributions, loans, proceeds received by the Company in respect of the any and all realizations of any Artwork, and proceeds from the sale, financing, refinancing or other disposition of all or any portion of any other property of the Company), exceed (b) the sum of (i) the aggregate cash disbursements for such period (including, but not limited to, Company administrative costs, reimbursements paid to the Manager in accordance with the provisions of this Agreement with respect to expenses incurred by Manager in the day-to-day activities of managing and operating the Company hereunder, principal and interest payable on Company debt and capital expenditures), and (ii) amounts previously set aside as reserves as determined by the Consent of the Members.

1.9 "Certificate" means the Articles of Organization of the Company, as amended from time to time, as filed in accordance with the Act.

1.10 "Code" means the Internal Revenue Code of 1986, as amended (or any corresponding provision of succeeding law).

1.11 "Company" means the limited liability company herein formed and known as Prytanée, LLC, as said Company may from time to time be constituted.

1.12 "Consent" means the prior written consent or approval of a Person or Persons to do the act or thing for which the consent or approval is solicited, or the act of granting such consent or approval as the context may require. "Consent of the Members" means the prior written consent or approval of Members of the Company holding 51% of the Membership Interests, and, for so long as STC shall remain a Member of the Company, shall include the Consent of STC.

1.13 "Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax