

Trust following receipt of any such monthly accounting, the Manager shall provide STC with all documentation giving rise to such receipts, revenues, costs, expenses and liabilities. The accounting of the books of the Company shall be kept on the method of accounting determined by STC, and shall show at all times each and every item of income, gain, loss and expense.

8.3 Fiscal Year. The fiscal year of the Company shall be the calendar year.

8.4 Tax Matters Partner. Pursuant to Code Section 6231, STC shall act as the Tax Matters Partner of the Company. The Tax Matters Partner shall prepare and provide to each Member all necessary tax forms and information to enable the Members to meet their tax filing obligations on a timely basis and shall, within 30 days after receipt thereof, forward to each Member a photocopy of any notices relating to the Company received from the U.S. Virgin Island Bureau of Internal Revenue or other revenue authority, whether within or without the United States Virgin Islands.

8.5 Tax Returns. In addition to the requirements of Section 8.2, tax returns of the Company, whether required by the United States, the U.S. Virgin Islands, or any other revenue federal, state, territorial, or foreign revenue authority, shall be prepared by the Persons selected by the Tax Matters Partner and shall not be filed without the approval of the Tax Matters Partner. The Manager shall cause the Company to timely make any and all tax payments in connection with the filing of any such tax returns as directed by the Tax Matters Partner.

ARTICLE 9

TRANSFERS

9.1 General Provision. No Member shall, directly or indirectly, voluntarily or involuntarily, sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of ("Transfer") the whole or any part of its, his or her Membership Interests in the Company, except in the case of STC to Affiliates of STC, or in the case of the Trust, to the beneficiaries of such Trust, or with the Consent of the Members. No transferee shall become a Member without the Consent of the Members. Transfers to Affiliates shall be effective upon the Affiliates entering into this Agreement and notice thereof being provided to the other Members.

ARTICLE 10

DISSOLUTION AND TERMINATION

10.1 Dissolution. The Company shall be dissolved upon the earliest to occur of:

- (a) The expiration of 10 years after the date of this Agreement;
- (b) The death of [REDACTED]