

ARTICLE 7

TRANSACTIONS; AFFILIATED PARTY TRANSACTIONS

7.1 Transactions Between a Member or Manager and the Company. Except as otherwise limited by applicable law, with the Consent of the Members any Member or Manager may, but shall not be obligated to, lend money to the Company, act as surety for the Company and transact other business with the Company, and shall have the same rights and obligations when transacting business with the Company as a person or entity who is not a Member or Manager.

ARTICLE 8

FISCAL YEAR; BOOKS AND RECORDS; BANK ACCOUNTS

8.1 Bank Accounts. The funds of the Company shall be deposited in such federally insured bank account or accounts or other financial intermediary as the Manager determines, with the prior written approval of STC, are required, and the Manager shall arrange for the appropriate conduct of such accounts. All bank account statements and records shall be delivered to and maintained at the offices of HBRK Associates, Attention: Richard Kahn, President, 575 Lexington Avenue, 4th Floor, New York, New York 10022 and at any and all email addresses designated in writing by HBRK Associates to the Manager (the "HBRK Office")

8.2 Books and Records.

(a) There shall be kept and maintained full and accurate books respecting the business of the Company showing all receipts and expenditures, assets and liabilities, profits, losses and distributions, and all other records reasonably necessary or appropriate for recording the Company's business affairs at the HBRK Office or such other location as may be determined with the Consent of the Memebrs. Such books and records shall be open to inspection by any Member (or such Member's authorized representative) upon reasonable notice and during ordinary business hours

(b) 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.

(c) Not later than three weeks following the end of each calendar month, commencing with the calendar month in which STC makes its first capital contribution to the Company, the Manager shall provide to STC and, upon the written request of the Trust, to the Trust, a monthly accounting of all receipts, revenues, costs, expenses, and liabilities incurred by the Company during such month. Said accounting shall be in a form and contain such information as may be reasonably required from time to time by STC. At the request of STC or the