

3.1 Membership Interests. The Company shall issue one type of ownership interest, with such rights, preferences and obligations as set forth in this Agreement. Holders of Membership Interests shall be entitled to one vote per each percentage point of Membership Interest held; provided that such holder is also a Member. Notwithstanding anything to the contrary contained in this Agreement, no Person shall be entitled to vote with respect to any Membership Interests unless such person is a Member.

3.2 Initial Capital of the Company. On or prior to the date hereof, each of the Members (or the Person from whom such Member acquired, directly or indirectly, its, his or her Membership Interests) has made an initial Capital Contribution to the Company as provided on Exhibit A attached hereto. In consideration of the provisions contained in this Agreement, each Member (or the Person from whom such Member acquired, directly or indirectly, its, his or her Membership Interests) has received that percentage of Membership Interests set forth on such Exhibit A.

3.3 No Additional Capital Contributions. No Member shall be required to make any additional Capital Contribution to the Company; provided, however, that STC may from time to time in its sole discretion make additional Capital Contributions to the Company so as to enable the Company to invest in additional Artwork or for any other purposes that STC, in its sole discretion, deems necessary or appropriate. Such additional Capital Contributions shall increase STC's Capital Account in accordance with the provisions of Section 1.7 hereof, but without the Consent of the Members shall not increase the percentage Membership Interest of STC.

3.4 Withdrawal. Except as otherwise provided in Article 9 of this Agreement, no Member shall be entitled to withdraw or resign from the Company, prior to its dissolution and winding up, without first obtaining the Consent of the Members.

3.5 Additional Membership Interests. No additional Membership Interests shall be issued by the Company without the Consent of the Members.

ARTICLE 4

CAPITAL ACCOUNTS; PROFITS AND LOSSES; DISTRIBUTIONS

4.1 Capital Accounts. The Company shall establish and maintain a Capital Account for each Member.

4.2 Allocation of Profits and Losses.

(a) Profits of the Company shall be allocated among the Members as follows:

(i) First, to each Member pro rata and in proportion to the cumulative Losses, if any, allocated to such Member pursuant to Section 4.2(b)(ii) hereof until the cumulative Profits allocated to such