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(xiv) Entering into any and all understandings, options, letters of intent, contracts or agreements pertaining to any matters as to which the Consent of the Members is required hereunder without first presenting the same to and receiving the written approval of STC's legal counsel, Darren K. Indyke, Esq.; and

(xv) With respect to any and all matters pertaining the Company, the Company's Artwork, and/or the operation of the Company's affairs, as to which a Member has made reasonable objection, the making of any and all further decisions and the entering into of any and all further writings, renewals, letters of intent, understandings, contracts and agreements with respect to any and such matters;

5.3 Limitation on Liability. The Manager shall perform his, her or its duties as the Manager in good faith, in a manner he, she or it reasonably believes to be in the best interest of the Company and the Members, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Person who so performs his, her or its duties shall not have any liability by reason of being or having been a Manager of the Company, except where the claim at issue is based on the fraud, gross negligence or bad faith of the Manager.

5.4 Removal of the Manager. The Manager may be removed without cause upon 30 days prior Notice with the Consent of the Members. The Manager may be removed by either Member with cause upon Notice by such Member specifying the cause sent to the Manager and the other Member. Any removal of the Manager without cause shall become effective on such date as may be specified by the Members voting in favor thereof, and any removal by a Member with cause shall be effective on the 3<sup>rd</sup> day following such notice, unless such notice is withdrawn within such 3-day period by the Member giving such notice of removal for cause. Should the Manager be removed who is also a Member, such Member will continue to participate in the Company as a Member and enjoy the burdens and benefits of his or her Membership interests.

5.5 Resignation of the Manager. The Manager may resign with or without cause by giving 30 days prior Notice to the Members. The resignation of the Manager shall take effect on the 30<sup>th</sup> day following the Members' receipt of such Notice or at such later date as may be specified in such Notice. The acceptance of the resignation of the Manager shall not be necessary to make such resignation effective. The resignation of the Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of the Member.

5.6 Appointment of New Manager. If a vacancy in the office of Manager occurs, a new Manager shall be designated with the Consent of the Members to fill such vacancy, provided that in the event of the death, removal, or resignation of Etienne Binant as the Manager, Darren K. Indyke shall become the succeeding Manager, unless