

**SECTION II**  
**CAPITAL STRUCTURE: MEMBERSHIP UNITS AND**  
**CONTRIBUTIONS/TRANSFER OF MEMBERSHIP UNITS**

A. Capital Contribution by the Sole Member; Initial Issuance. The Sole Member's ownership rights in the Company shall be reflected in "Membership Units," of which there are 100, as recorded in the Company's records. Upon the formation of the Company, the Sole Member has made a capital contribution to the capital of the Company in the amount of cash, or of the property-in-kind, or both, set forth opposite the Sole Member's name on the Schedule of Capital Contributions attached hereto. The Company thereupon issued to the Sole Member that number and class of Units so subscribed and contributed for. The Sole Member may make additional capital contributions at any time and in any amount that it may desire.

B. Transfer of Membership Units. The Sole Member may transfer any or all of its Membership Units to any person or persons, at any time and from time to time. Subject to the provisions of this Section, the Sole Member may assign its Membership Units in the Company in whole or in part. The assignment of a Membership Unit does not itself entitle the assignee to participate in the management and affairs of the Company or to become a member. Such assignee is only entitled to receive, to the extent assigned, the distributions the assigning Sole Member would otherwise be entitled to, and such assignee shall only become an assignee of a Membership Unit and not a substituted member. An assignee of a Membership Unit shall be admitted as a substitute member and shall be entitled to all the rights and powers of the assignor only if all the members consent. If admitted, the substitute member, has to the extent assigned, all of the rights and powers, and is subject to all of the restrictions and liabilities of the members. Notwithstanding the foregoing, the Sole Member may, by a duly executed agreement, assign all of its Membership Interest, together with the management and voting rights in the Company, whereupon the assignee shall, without any further action or consent by any member, manager or other person, become a substitute member of the Company.

C. No Interest; No Return of Capital. Capital contributions to the Company shall not earn interest, except as otherwise expressly provided for in this Agreement. Except as otherwise provided in this Agreement, the Sole Member shall not be entitled to withdraw, or to receive a return of, a capital contribution or any portion thereof.

**SECTION III**  
**CAPITAL ACCOUNT**

A. Capital Account. A capital account ("Capital Account") shall be maintained for the Sole Member, and any additional member in accordance with the provisions of this Article.

1. Increases in Capital Account. The Capital Account of the members shall be increased by: