

firms as the Manager may designate. The Company's funds and assets shall not be commingled with the funds and assets of the Manager or any officer. Without limiting the foregoing, the Manager shall take all steps necessary to identify the inventory, property, and assets of the Company as belonging to the Company and shall keep all such property, assets, and inventory separate and apart, so that no third person not claiming by, through or under the Company shall at any time assert any interest or right in or to such property, assets and inventory.

#### ARTICLE 8. Dissolution, Liquidation, and Termination

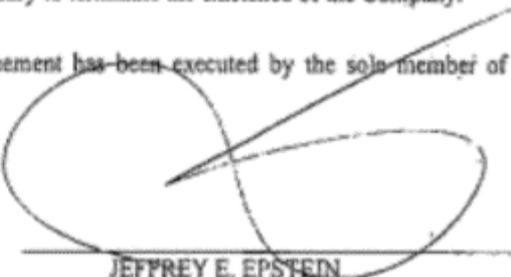
8.1. Dissolution. Subject to Section 8.2 below, the Company shall dissolve and its affairs shall be wound up on the first to occur of the following events:

- (a) the consent of the sole member of the Company; or
- (b) entry of a decree of judicial dissolution of the Company under the Act.

Except as specifically provided in this Section 8.1, no other event or action specified in the Act shall cause the Company to dissolve.

8.2. Winding Up and Termination: On the occurrence of an event described in Section 8.1 above, the Manager shall act as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company as provided in the Act. Until final distribution, the liquidator shall continue to operate the Company properties. The costs of winding up shall be borne as a Company expense. Upon final distribution of the Company assets, the Manager shall file articles of dissolution with the Delaware Secretary of State, cancel any other filings made pursuant to Section 1.5 of this Agreement, and take such other actions as may be necessary to terminate the existence of the Company.

IN WITNESS WHEREOF, this Operating Agreement has been executed by the sole member of the Company this 21<sup>st</sup> day of December, 2011.



JEFFREY E. EPSTEIN  
SOLE MEMBER