

(b) Negative Capital Accounts. Except as may be required by law, at no time during the term of the Company, or upon the dissolution or liquidation thereof, shall a Member with a negative balance in such Member's Capital Account have any obligation to the Company or the other Members to restore such negative balance.

(c) Withdrawal Permitted. Any Member may withdraw any portion of his, her or its Capital Account at any time. Upon such withdrawal, the Company shall distribute to such Member assets of the Company with an aggregate fair market value equal to (i) the fair market value of the Company, multiplied by (ii) such Member's Sharing Ratio, multiplied by (iii) the percentage of such Member's Capital Account being withdrawn by such Member. If any portion of the Company's assets consist of assets other than cash or marketable securities, the fair market value of the Company and of any assets distributed pursuant to this section 4.4(c) shall be determined by a qualified appraiser selected by the Members. For purposes of this section 4.4(c), (y) the fair market value of the Company shall be determined in accordance with the principles set forth in Treasury Regulations Section 25.2512-1 as if all of the Members were selling all their interests to a willing buyer not being under any compulsion to buy and who had reasonable knowledge of relevant facts and (z) the fair market value of any partial interest in a Company asset, other than cash or marketable securities, distributed to a withdrawing Member shall be equal to the fair market value of the Company's entire interest in such asset determined in accordance with the principles set forth in Treasury Regulations Section 25.2512 multiplied by the percentage of such asset distributed to the withdrawing Member.

4.5 Loans. Any Member may, but shall not be required to, make loans to the Company and, in respect of such loans, shall be treated as a creditor of the Company. Such loans shall be repaid as and when the Company has funds available therefor, and such loans and interest thereon (at rates to be agreed upon by the lending Member and the Company) shall constitute obligations of the Company. Any such loan shall not increase such Member's Capital Account, entitle such Member to any increase in such Member's share of the profits of the Company or subject such Member to any greater proportion of losses which the Company may sustain.

## ARTICLE 5

### COSTS AND EXPENSES

5.1 Organizational Costs. The Company shall pay or cause to be paid all costs and expenses incurred in connection with the formation and organization of the Company.

5.2 Operating Costs. The Company shall pay or cause to be paid all costs and expenses incurred in connection with normal record keeping and internal operations (including overhead expenses of the Company) of the Company.

5.3 Other Costs. The Company shall pay or cause to be paid all Company costs and expenses not included in Section 5.1 or 5.2, including all out-of-