

SPECIAL - PURPOSE
LIMITED LIABILITY COMPANY AGREEMENT

OF
..... LLC

This Special - Purpose Limited Liability Company Agreement of .. LLC (the "Agreement") is entered into by a **CYNTHIA P. FLETCHER** as Authorized Representative (the " Authorized Representative").

The Authorized Representative hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C section 18-101, et seq. (the "Act"), and

1. **Name.** The name of the limited liability company formed hereby is **..LLC**
2. **Purposes and Powers.** The purposes of the Company shall be to engage in any lawful act of activity for which limited liability companies may be formed under the Act. The Company shall have all right, power and authority to do any and all acts and things necessary, appropriate, advisable and/or convenient for the furtherance and accomplishment of the purposes of the Company.
3. **Registered Office and Registered Agent.** The registered office of the Company in the State of Delaware is located at 12260 Willow Grove Road-Bldg. #2 Camden, Delaware, USA, County of Kent , and the name of the registered agent of the Company at such address for service of process in the State of Delaware is Central Delaware Corporate Services, Inc.
4. **Initial Certificate of Formation.** Upon the execution and delivery of this Agreement by all Initial Members, a certificate of formation for the Company shall be prepared, executed and filed in the office of the Delaware Secretary of State for the purpose of forming the Company as a Delaware Limited Liability company under the Act. Central Delaware Corporate Services, Inc. hereby is authorized to prepare, execute and file such certificate of formation and, if deemed necessary or desirable by the person or persons vested under this Agreement with the right file amendments to and/or restatements of such certificate of formation and such other certificates and documents with the Delaware Secretary of State and other filing offices within and without the State of Delaware. Subject to the preceding sentence, for purposes of executing any certificates to be filed with the Delaware Secretary of State under the Act, Central Delaware Corporate Services, Inc. is and shall be deemed to be an "authorized person" (as such term is used in the Act).
5. **Initial Members.** The business, residence or mailing addresses of the Initial Members are as listed on Schedule A to this Agreement.
6. **Management.** Management of the Company shall be vested in its members in proportion to the then current percentage interest of members in the profits of the Company owned by all of the members (determined as provided in Section 11 of this Agreement), and the decision of members owning more than fifty percent (50%) of the

said percentage interest in the profits shall be controlling and, unless otherwise expressly provided in this Agreement, shall be required for any decision, determination, consent or approval of members under this Agreement. The members vested under this Agreement with the right to manage the Company and hereby granted all rights, powers, authority and authorization necessary, appropriate, advisable and/or convenient to manage the Company and determine and carry out its affairs.

7. **Term.** The term of the Company shall commence upon the filing of the Company's initial certificate of formation in the Office of the Delaware Secretary of State as provided in Section 4 above, and shall continue, unless earlier dissolved in accordance with this Section 7, until (insert month, day and year if desired) (thirty (30) years from the date of such filing). The Company shall be dissolved, and its affairs shall be wound up upon the expiration of its term as provided in the immediately preceding sentence, or at such earlier time upon (a) the written consent of all members to dissolve the Company, or (b) the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the Company, or (c) the entry of a decree of judicial dissolution with respect to the Company under section 18-802 of the Act; provided however, the Company shall not be dissolved or required to be wound up upon the occurrence with respect to a member of any event described in Section 7(b) above if (A) the business of the Company is continued by the consent of all the remaining members within ninety (90) days after the occurrence of such event, and (B) at all times during such ninety (90) day period there are not fewer than two (2) remaining members.

8. **Capital Contributions.** The members of the Company have contributed amounts, in cash, and no other property, to the Company as listed on Schedule A to this Agreement.

9. **Additional Contributions.** No member of the Company is required to make any additional capital contribution to the Company.

10. **Capital Accounts.**

(a) The company will maintain a separate capital account for each member and each member will be furnished with a statement of its capital account as of the close of each fiscal year of the Company.

(b) The capital account of each member will be equal to said member's cash capital contributions increased by the profits (as determined for federal income tax purposes of the Agreement, and decreased by the amount of any cash distributions or the fair market value of any property distributions made to said member, and decreased by the losses (as determined for federal income tax purposes) of the Company allocated to said member pursuant to Section 11 of this Agreement.

(c) No interest will be paid by the Company to any member on any amount credited to the member's capital account.

(d) In the event of a transfer of all or a portion of a member's limited liability company interest in the Company pursuant to the provisions of this Agreement, a separate capital of such transfer, in which will be reflected the portion of the transferring member's capital account transferred to the transferee, and the capital account of the transferring member will be correspondingly adjusted as of such date. In addition, appropriate adjustments shall also be made to the transferee member's capital

account if an election under section 754 of the Internal Revenue Code of 1986, as amended, is in effect at the time of the transfer.

11. Allocations of Profit and Losses. The company's profits and losses (as determined for federal income tax purposes) shall be allocated in proportion to the capital account balances of the members of the Company.

12. Distributions. At the time determined by the members but at least once during each fiscal year of the Company, the member shall cause the Company to distribute any cash held by it which is not reasonably necessary for the operation of the Company. Cash available for distribution shall be distributed to the members of the Company in the same proportion as their then capital account balances.

13. Assignments and Substitute Members.

(a) A member of the Company may assign all or any part of his limited liability company interest in the Company only with the consent of all other members. A member has no right to grant an assignee of his limited liability company interest in the Company the right to become a substitute member of the Company.

(b) An assignee of a limited liability company interest in the Company shall be admitted as a substitute member of the Company with respect to the portion of the limited liability company interest in the Company assigned to such assignee in accordance with this Agreement only upon (i) the approval of such admission by all of the members of the Company other than the member assigning his limited liability company interest in the Company, and (ii) such assignee's permitted admission being reflected in the records of the Company.

(c) The admission of the substitute members shall be accomplished by the amendment of this Agreement.

14. Additional Members.

(a) From time to time the Company may issue additional limited liability company interests and additional members of the Company may be admitted with respect to such additional limited liability company interests issued by the Company. Additional limited liability company interests may be issued by the Company only with the consent of all members. A person may be admitted as an additional member of the Company only upon (i) the consent of all members, and (ii) such person's admission being reflected in the records of the Company.

(b) The admission of additional members of the Company pursuant to this Section 14 shall be accomplished by the amendment of this Agreement.

15. Resignation. A member may resign upon not less than six (6) months prior written notice to the Company and to each other member.

16. Other Business and Investment Opportunities. Each member and all affiliates of such member may have other business interests and may engage in other activities in addition to those relating to the Company, including interests in or taking actions on behalf of one or more entities engaged in activities of a similar nature to or in competition with the Company or any joint venture, partnership, or other entity in which the Company has a direct or indirect interest. Each member agrees that each other member and any affiliate thereof may own, operate, engage in, invest in, or possess an interest in any other business venture or ventures of any nature or description, independently or with others, whether or not the same is competitive with the purposes of the Company, and neither the Company nor the other members shall have any rights

by virtue of this Agreement in and to said independent ventures or to the income or profits derived therefrom. No member or affiliate thereof or any of them shall be obligated to present any particular investment or business opportunity to the Company even if such opportunity is of a character which, if present to the Company, could be taken by the Company, and each of them shall have the right to take for its own account or for any other person or entity, or to recommend to others any such particular investment or business opportunity.

17. **Notices.** All notices and other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served, telecopied or sent by (United States) mail and shall be deemed to have been given when delivered in person, upon receipt of telecopy or three (3) business days after deposit in (United States) mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party. For purposes of this Section 17, the addresses of the parties hereto shall be as set forth on Schedule A to this Agreement. The address of any party to this Agreement may be changed by a notice in writing given in accordance with the provisions hereof to all members and the Company.

18. **Integrated Agreement.** This agreement constitutes the entire agreement and understanding among the parties relating to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and understandings relating thereto.

19. **Severability.** In the event any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired thereby.

20. **Amendments.** This Agreement may not be modified or amended or any rights hereunder waived except by an instrument in writing signed by the party against whom such modification amendment or waiver is sought to be enforced.

21. **Pronouns and Headings.** As used herein, all pronouns shall include the masculine, feminine and neuter, and all defined terms shall include the singular and plural thereof whenever the context and facts require such construction. The headings, titles and subtitles in this Agreement are inserted for convenience of reference only and are to be ignored in any construction of the provisions of this Agreement. Any references in this Agreement to "including" shall be deemed to mean "including without limitation".

22. **Successors.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and, except as may be otherwise provided herein, their respective executors, administrators, heirs, permitted assigns and all other successors in interest.

23. **Partition.** The members hereby agree that no member, nor any successor to any member, shall have the right while this Agreement remains in effect to have any property of the Company partitioned, or to file a complaint or institute any proceedings at law or in equity to have the property of the Company partitioned, and, to the fullest extent permitted by law, each member, on behalf of itself and its successors in interest, hereby waives any such right.

24. **Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not

preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other right or remedy the parties may have by law, statute, ordinance, or otherwise.

25. Failure to Pursue Remedies. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

26. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

27. Governing Law. This Agreement and the rights, powers, duties and remedies of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware, and all rights, powers, duties and remedies shall be governed by such laws without regard to principles of conflicts of laws.

28. Investment Representations.

The undersigned members understand:

(a) that the limited liability company interests in the Company evidenced by this Agreement have not been registered under the Securities Act of 1933, as amended, the Delaware Securities Act or any other state securities laws (collectively, the "Securities Laws") because the Company is issuing these limited liability company interests in reliance upon the exemptions from the registrations requirements of the Securities Laws providing for issuance of securities not involving a public offering;

(b) that the Company has relied upon the fact that the limited liability company interests are to be held by each member for investment; and

(c) that exemption from registrations under the Securities Laws would not be available if the limited liability company interests were acquired by a member with a view to distribution.

Accordingly, each member hereby confirms to the Company that such member is acquiring the limited liability company interests for such own member's account, for investment and not with a view to the resale or distribution thereof. Each member agrees not to transfer, sell or offer for sale any portion of the limited liability company interests unless there is an effective registration or other qualification relating thereto under the applicable Securities Laws or unless the holder of the limited liability company interests delivers to the Company an opinion of counsel, satisfactory to the Company, that such registration or other qualification under such applicable Securities Laws is not required in connection with such transfer, offer or sale. Each member understands that the Company is under no obligation to register the limited liability company interests or to assist such member in complying with any exemption from registration under the Securities Laws if such member should at a later date wish to dispose of the limited liability company interests.

Prior to acquiring the limited liability company interests, each member has made an investigation of the Company and its business and has had made available to such member all information with respect thereto which such member needed to make an informed decision to acquire the limited liability company interests. Each member considers himself or herself to be a person possessing experience and sophistication

as an investor which are adequate for the evaluation of the merits and risks of such member's investment in the limited liability company interests.

IN WITNESS WHEREOF, the undersigned, intending to be bound hereby, have duly executed this Agreement as of the 21st day of February , 2001.

INITIAL MEMBER:

Schedule A

Member Name and Address

Cash Capital Contribution