Draft: [______]

OPERATING AGREEMENT

OF

[______________] LLC

Note: Management by Managers

March [___], 20__

LIMITED LIABILITY COMPANY AGREEMENT

This Limited Liability Company Agreement (this "***Agreement***") is entered into as of March [__], 2002, by and among [________________] **LLC** (the "***Company***"), a Delaware limited liability company, [________________] **LLC** ("***Constitution***"), a [___________] limited liability company, and [___________________] ("***Vision***"), a [___________] corporation (Constitution, Vision, and any other person duly admitted as a member of the Company in accordance with Section 10 of this Agreement, collectively, the "***Members***" and, individually, a "***Member***").

W I T N E S S E T H

WHEREAS, the Members desire to own and operate the Company in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Company and the Members agree as follows:

ARTICLE 1

THE LIMITED LIABILITY COMPANY

1.1 Formation. The Members have formed a limited liability company which will be governed by the terms and conditions provided in this Agreement, subject to the provisions of the Delaware Limited Liability Company Act (the "***Act***"), as amended from time to time. The name of the limited liability company is [______________] LLC. All equity interests in the Company shall be represented by a member's membership interest in the Company, which shall be uncertificated ("***Membership Interests***").

1.2 Certificate of Formation. The Members and/or the Manager named herein have caused a certificate of formation that complies with the requirements of the Act to be properly filed with the Delaware Secretary of State on March [__], 2002, a copy of which is attached as ***Exhibit "A"*** to this Agreement. The Members shall also execute such further documents and take such further action as shall be appropriate or necessary to comply with the requirements of all applicable laws for the operation of a Delaware limited liability company in New York and any other state where the Company elects to carry on its business.

1.3 Business. The Company shall engage in any lawful business, purpose or activity as the Company may deem desirable and for which limited liability companies may be organized under the Act.

1.4 Registered Office: Agent. The registered office of the Company shall be at Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, in the County of New Castle in the State of Delaware. The name of its registered agent at that address is: "The Corporation Trust Company."

1.5 Additional Members. Additional Members shall not be admitted to the Company except as otherwise provided in Article 10 of this Agreement.

ARTICLE 2

DEFINITIONS

2.1 Certain Defined Terms. All of the following capitalized terms shall have the meanings ascribed to them below:

"***Affiliate***" means, with respect to a Member, any person or entity that controls, is controlled by or is under common control with such Member.

"Assignee" shall mean a transferee of a Member's Membership Interests, in accordance with Section 10.2 of this Agreement.

"***Bankruptcy***" means the occurrence of any one of the following events or circumstances, whichever one occurs first: (a) the Member commences a voluntary proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or other similar law now or hereafter in effect, (b) the Member is adjudged as bankrupt or insolvent, or a final and nonappealable order for relief under any bankruptcy, insolvency or similar law now or hereafter in effect has been entered against the Member, (c) the Member executes and delivers a general assignment for the benefit of the Member's creditors, (d) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding of the nature described in clause (b) above, (e) the Member seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator for the Member or for all or any substantial part of the Member's properties, (f) any proceeding seeking liquidation, reorganization or other relief with respect to a Member under any bankruptcy, insolvency or other similar law now or hereafter in effect has not been dismissed within 120 days after the commencement thereof, (g) the appointment without the Member's consent or acquiescence of a trustee, receiver or liquidator which has not been vacated or stayed within 90 days of such appointment, or (h) an appointment referred to in clause (g) which is not vacated within 90 days after the expiration of any such stay.

"***Bona Fide Purchaser***" shall mean any person (other than a Member or an Affiliate of a Member) who or which has delivered a good faith written offer to purchase all or any portion of such Member's Membership Interests.

"***Code***" means the Internal Revenue Code of 1986, as amended, or any successor statute.

"***Control Sale***" means the proposed Transfer by a Member to a Bona Fide Purchaser, in one transaction or in a series of related transactions, of Membership Interests in the Company representing more than 50% of the voting power of the Company.

"***Encumbrance***" means any lien, claim, charge, pledge, mortgage, encumbrance, security interest, preferential arrangement, restriction on voting or alienation of any kind, adverse interest, or the interest of a third party under any conditional sale agreement, capital lease or other title retention agreement.

"***Incapacity***" or "***Incapacitated***" means, (a) as to any individual Member, death, total physical disability or entry by a court of competent jurisdiction adjudicating him incompetent to manage his person or his estate; (b) as to any corporation which is a Member, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; (c) as to any partnership which is a Member, the dissolution and commencement of winding up of the partnership; (d) as to any estate which is a Member, the distribution by the fiduciary of the estate's entire interest in the Company; (e) as to any trustee of a trust which is a Member, the termination of the trust (but not the substitution of a new trustee); or (f) as to any Member, the Bankruptcy of such Member.

"***Manager(s)***" means the person(s) designated as the manager(s) of the Company as provided in Article 6 hereof and in accordance with the provisions of §18-401 of the Act.

"***Member Nonrecourse Liability***" means any nonrecourse liability of the Company for which a Member bears the economic risk of loss, as defined in Treasury Regulation Section 1.704-2(b)(4).

"***Minimum Gain***" means the amount of gain that would be realized by the Company if it sold all its property subject to any nonrecourse debt for an amount equal to the greater of (a) the amount of the nonrecourse debt secured by such property and (b) the current book value of such property. For purposes of computing such gain with respect to any property securing more than one liability, the current book value of such property shall be allocated among all such liabilities in the manner set forth in Treasury Regulation Section 1.704-2(d)(2). The Company shall calculate the Minimum Gain of the Company in a manner consistent with the requirements of Treasury Regulation Sections 1.704-2(d), 1.704-2(h), 1.704-2(i) and 1.704-2(k) and shall take into account the Company's share of any minimum gain of any partnership in which it is a partner.

"***Net Income***" or "***Net Loss***," as appropriate, means, for any period, the taxable income or taxable loss of the Company for such period for Federal income tax purposes, as determined by the Company's independent public accountants, taking into account any separately stated tax items and increased by the amount of any tax-exempt income of the Company during such period and decreased by the amount of any expenditures of the Company under Code Section 705(a)(2)(B) (within the meaning of Treasury Regulation Section 1.704-l(b)(2)(iv)(i)); provided, however, that Net Income or Net Losses of the Company shall be computed without regard to the amount of any items of gross income, gain, loss or deduction that are specially allocated pursuant to Article 5 of this Agreement. If the Capital Accounts are adjusted pursuant to Section 5.3 of this Agreement, the Net Income or Net Loss of the Company (and the constituent items of income, gain, loss and deduction) realized thereafter shall be computed in accordance with the principles of Treasury Regulation Section 1.704-l(b)(2)(iv)(g).

"***Original Member(s)***" means, as the case may be, Constitution and/or Vision.

"***Profit or Loss***" means profit or loss of the Company as determined under generally accepted accounting principles.

"***Sharing Ratio***" means, as to each Member and as of the specified time, the Member's interest in the profits of the Company, expressed as a percentage of 100.

"***Treasury Regulations***" means regulations issued by the United States Department of Treasury under the Code. Any reference to a specific section or sections of the Treasury Regulations shall be deemed to include a reference to any corresponding provision of future regulations under the Code.

2. 2 Additional Defined Terms.

Term	Section of this Agreement
Acceptance Period	10.3(b)
Act	1.1
Additional Capital Contributions	3.2(a)
Adjusted Properties	5.5
Arbitrator	14.1(e)
authorized person	6.2(j)
Bring-Along Notice	10.3(c)
Bring-Along Right	10.3(c)
Call Notice	3.2(a)
Cause	4.3
Company	1.1
Decision	14.1(e)
Dispute	14.1(b)
Dispute Notice	14.1(c)
Eligible Members	10.3(a)
Fair Market Value	4.3
Membership Interests	1.1
Notice of Offer	10.3(a)
Notice of First Purchase	10.3(b)
Offered Interests	10.3(a)
Overnight Carrier	16.3
Qualified income offset	5.8
Right of First Purchase	10.3(b)
Special Calls	3.2(a)
Substitute Member	10.3
Tag-Along Notice	10.3(c)
Tag-Along Right	10.3(c)
Transfer	10.1

Transferring Member	10.2(b)
Unresolved Proposal	8.3(a)

ARTICLE 3

CAPITAL CONTRIBUTIONS; MEMBER LOANS

3.1 Initial Sharing Ratio and Initial Capital Contributions. Subject to any adjustments to Sharing Ratios by an amendment to this Agreement, as of the date hereof the Sharing Ratios of the Members shall be as set forth on ***Schedule A***. As of the date hereof, each of the Members have made an initial capital contribution to the Company in the amounts set forth on ***Schedule A.***

3.2 Additional Capital Contributions.

(a) The Managers may call for capital contributions in addition to the initial capital contribution provided for in Section 3.l(b) ("***Additional Capital Contributions***"); provided, however, in no event shall Constitution be required or obligated to make any Additional Capital Contributions. The Managers shall use their best efforts to give at least 30 days' advance notice for calls for Additional Capital Contributions; provided, however, the Managers may make calls on lesser notice if circumstances of reasonable urgency so require.

(b) The Managers' call for Additional Capital Contributions to the Company from the Members shall be in proportion to the Sharing Ratios of the Members (other than Constitution). Such Additional Capital Contributions shall be limited to the amounts necessary to fund the ordinary operations of the Company. The notice for Additional Capital Contributions shall be in writing and shall specify both the amount of the Member's Additional Capital Contribution and the use to be made by the Company of the proceeds thereof. No person other than a Member shall have the right to enforce the payment to the Company of an Additional Capital Contribution. Notwithstanding Section 18-502 of the Act, no creditor of the Company shall have any right to enforce the payment of any Additional Capital Contribution by a Member and, in extending credit to the Company, any creditor of the Company is expressly prohibited from relying on any obligation of a Member to make an Additional Capital Contribution, unless such Member consents in writing to such reliance.

3.3 Loans by Members. If the Company does not have sufficient cash to pay its obligations, any Member may advance all or part of the needed funds as a loan to the Company on such commercially reasonable terms as may be approved by the Managers.

3.4 No Interest on Capital Contributions. Except as otherwise expressly provided in this Agreement, no Member shall have the right to demand the return of all or any part of any contribution to the capital of the Company. All costs and expenses of the Company shall be paid from its funds. No interest shall accrue on any Members' capital contributions to the Company.

ARTICLE 4

DISTRIBUTIONS

4.1 Nonliquidating Distributions. From time to time (but at least once each fiscal year) the Managers shall determine in their reasonable judgment to what extent, if any, the Company's cash on hand exceeds its current and anticipated needs, including for operating expenses, debt service, and a reasonable contingency reserve. The Managers may determine that an excess exists and thereafter distribute some or all of such excess to the Members. Any such distribution shall be made first to Members in proportion to and to the extent of the amounts by which their Capital Accounts as of the date of the distribution exceed their Capital Contributions, and thereafter in proportion to and to the extent of their positive Capital Accounts. For purposes of distributions made pursuant to this Section, the Managers may cause an interim allocation of Company Net Income or Net Loss to Members' Capital Accounts immediately before the effective date of such distributions, to the extent they deem that a failure to do so would materially affect distributions to Members.

4.2 Liquidation. Upon the dissolution of the Company, the Managers shall either act as liquidator or the Managers shall appoint a liquidator to wind up the Company. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and businesslike manner. All proceeds from liquidation shall be distributed in the following order of priority: (a) to the payment of debts and liabilities of the Company and the expenses of liquidation; (b) to the setting up of such reserves as the liquidator deems reasonably necessary for any contingent liabilities of the Company; (c) to the Members in accordance with the positive balances in their respective Capital Accounts on the date of distribution, after taking into account all adjustments and allocations to Capital Accounts required upon liquidation, until their capital accounts have been reduced to zero; and (d) to the Members in proportion to their Sharing Ratios. If the Company lacks sufficient assets to make in full the distributions described in Section 4.2(c) of this Agreement, the Company will make distributions to the Members in proportion to the balances in the respective capital accounts of the Members.

ARTICLE 5

ALLOCATION OF NET INCOME AND NET LOSS

5.1 Capital Accounts. There shall be established for each Member on the books of the Company a capital account (a "***Capital Account***"), which shall be maintained and adjusted as provided in this Article. The Capital Account of a Member shall be credited with the amount of all cash capital contributions by such Member to the Company and the fair market value of any property contributed by such Member to the Company (net of any liabilities secured by such property that the Company is considered to assume or take subject to under Section 752 of the Code). The Capital Account of a Member shall be increased by the amount of any Net Income (or items of gross income) allocated to such Member pursuant to this Article, and decreased by (i) the amount of any Net Loss (or items of loss or deduction) allocated to such Member pursuant to this Article and (ii) the amount of any cash distributed to such Member pursuant to this Article and (iii) the fair market value of any asset distributed in kind to such Member (net of all liabilities secured by such asset that such Member is considered to assume or take subject to under Section 752 of the Code). The Capital Account of the Member also shall be adjusted appropriately to reflect any other adjustment required pursuant to Treasury Regulation Section 1.704-1 or 1.704-2.

5.2 Allocation. Net Income and Net Loss of the Company shall be allocated among the Members in the following manner:

(a) Net Income shall be allocated pro rata among the Members in accordance with their relative Sharing Ratios, taking into account any changes in the Sharing Ratios during the period for which the allocation is made;

(b) Net Loss shall be allocated among the Members in accordance with and in proportion to their positive Capital Accounts, and thereafter in accordance with their relative Sharing Ratios, provided that no allocation of Net Loss shall be made to any Member to the extent such allocation would cause or increase a deficit balance in such Member's Capital Account while any other Member has a positive Capital Account.

5.3 Bookup/Bookdown. The book values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Managers as of the following times:

(a) upon the admission of an additional Member if the Member contributes more than a de minimis amount;

(b) upon the distribution to a Member of more than a de minimis amount in full or partial redemption of the Member's interest in the Company;

(c) upon the liquidation of the Company pursuant to Section 4.2 of this Agreement; or

(d) promptly after the election of a Manager other than the Managers named in Section 6.1 of this Agreement.

If the book value of Company property is adjusted pursuant to any provision of this Section, the unrealized income, gain, loss or deduction inherent in such property, which has not been allocated previously, will be allocated among the Members pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) and (g) as if there had been a taxable disposition of such property at its gross fair market value.

5.4 Transfers of Interests. An Assignee and a Substitute Member shall succeed to the portion of the transferor's Capital Account attributable to such Membership Interest and the portion of the transferor's Minimum Gain attributable thereto.

5.5 Adjusted Properties Allocation of Section 704(c) Items. The Members recognize that with respect to property contributed to the Company by a Member and with respect to property revalued pursuant to Section 5.3 (referred to as "***Adjusted Properties***"), there will be a difference between the agreed values of such property at the time of contribution or revaluation, as the case may be, and the adjusted tax basis of such property at that time. All items of tax depreciation, cost recovery, amortization and gain or loss with respect to such contributed properties and Adjusted Properties shall be allocated among the Members to take into account the book-tax disparities with respect to such properties in accordance with the provisions of Sections 704(b) and 704(c) of the Code and the Treasury Regulations under those Code Sections. Any gain or loss attributable to a contributed property or an Adjusted Property (exclusive of gain or loss allocated to eliminate such book-tax disparities) shall be allocated in the same manner as such gain or loss would be allocated for book purposes under this Article.

5.6 Integration With Section 754 Election. All items of income, gain, loss, deduction, credit and basis allocations recognized by the Company for federal income tax purposes and allocated to the Members in accordance with the provisions of this Agreement shall be determined without regard to any election under Section 754 of the Code that may be made by the Company; provided, however, such allocations, once made, shall be adjusted as necessary or appropriate to take into account the adjustments permitted by Sections 734 and 743 of the Code.

5.7 Allocation of Tax Credits. Any tax credits with respect to the Company's property or operations shall be allocated between the Members respectively in accordance with their Sharing Ratios.

5.8 Negative Capital Accounts and Qualified Income Offset. A Member is not liable to fund any deficit in the Member's Capital Account at any time. Notwithstanding any other provision in this Agreement, if a Member unexpectedly receives with respect to his, her, or its Capital Account any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-l(b)(2)(ii)(d)(4), (5), or (6), and the unexpected adjustment, allocation, or distribution results in a deficit balance in the Capital Account for the Member, the Member will be allocated items of income and gain in an amount and manner sufficient to eliminate the deficit balance or the increase in the deficit balance as quickly as possible. Each Member intends for this Section 5.8 to satisfy the requirements of a "***qualified income offset***" as defined in Treasury Regulations Section 1.704-l(b)(2)(ii)(d), and this Section is to be interpreted and applied consistent with that intention.

5.9 Nonrecourse Deductions. If a Member's Capital Account has a deficit balance at any time and the deficit or increase in deficit was caused by the allocation of nonrecourse deductions as defined in Treasury Regulations Section 1.704-2(b), then beginning in the first taxable year of the Company in which there are nonrecourse deductions or in which the Company makes a distribution of proceeds of a nonrecourse liability that are allocable to an increase in minimum gain as defined in Treasury Regulations Section 1.704-2(d) and thereafter throughout the full term of the Company, the following rules shall apply:

(a) Nonrecourse deductions shall be allocated to the Members in a manner that is reasonably consistent with allocations that have substantial economic effect as defined in

Treasury Regulations § 1.704-1(b)(2) or some other significant item attributable to the property securing the nonrecourse liabilities, if applicable; and

(b) If there is a net decrease in minimum gain for a taxable year, each Member will be allocated items of the Company's income and gain for that year equal to that Member's share of the net decrease in minimum gain as defined in Treasury Regulations § 1.704-2(g)(2).

This Section is intended to comply with the minimum gain chargeback requirement of Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

5.10 Member Nonrecourse Deductions. All nonrecourse deductions attributable to a Member Nonrecourse Liability shall be allocated among the Members that bear the economic risk of loss for such Member Nonrecourse Liability in accordance with the ratios in which such Members share such economic risk of loss and in a manner consistent with the requirements of Treasury Regulation Section 1.704-2(b)(4), 1.704-2(i). Notwithstanding any other provision of this Article and except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in partner nonrecourse debt minimum gain for a taxable year (determined in accordance with Treasury Regulation Section 1.704-2(i)(3)), each Member will be allocated items of Company income and gain for that year equal to the Member's proportionate share of the net decrease in partner nonrecourse debt minimum gain, as determined in accordance with Treasury Regulations Section 1.704-2(i)(4). This section is intended to comply with the minimum gain chargeback requirement of Treasury Regulation Section 1.704-2(i)(4) of the regulations and shall be interpreted consistently therewith.

5.11 Transfers During Year. In order to avoid an interim closing of the Company's books, the share of Net Income and Net Loss under Article 5 of a Member who transfers part or all of the Member's interest in the Company during the Company's accounting year may be determined by taking the Member's pro rata share of the amount of such Net Income and Net Loss for the year. The proration shall be based on the portion of the Company's accounting year that has elapsed prior to the transfer or may be determined under any other reasonable method; provided, however, that any gain or loss from the sale of Company assets shall be allocated to the owner of the Company interest at the time of such sale. The balance of the Net Income and Net Loss attributable to the Company interest transferred shall be allocated to the Assignee.

5.12 Section 754 Election. If requested by a Member, the Managers may, in their discretion, cause the Company to make the election provided for under section 754 of the Code. Any costs attributable to making such election shall be borne solely by the requesting Member.

ARTICLE 6

MANAGEMENT

6.1 Managers. Each Manager shall have full authority to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company, subject only to those matters which are reserved for the vote or approval of the Members by the terms of this Agreement (by the requisite vote specified in this Agreement) or by the terms of the Act. The Company shall have two Managers. Subject to the foregoing, each Manager shall have all of the rights and powers of a manager as provided in the Act and as otherwise provided by law, and any action taken by a Manager in accordance with this Article shall constitute the act of, and serve to bind the Company and its Members. Each of the Original Members shall have the right to designate one individual as a Manager of the Company. Constitution hereby designates [______________] as a Manager of the Company, and Vision hereby designates [_______________] as a Manager of the Company.

6.2 Specific Authority of Managers. In furtherance of Section 6.1 above, each Manager shall have all right, power and authority necessary, appropriate, desirable or incidental to carry out the conduct of the Company's business, including, but not limited to, the right, power and authority:

(a) to incur and pay all costs, expenses and expenditures, including payments and reimbursements to Affiliates in accordance with this Agreement, incurred in good faith in the course of conducting the Company’s business;

(b) to finance the operation of the Company's business by causing it to borrow funds upon such terms and conditions as the Managers deem proper, which financing may be secured by one or more security interests on the property or assets of the Company, to take any and all actions and to execute, acknowledge and deliver all documents in connection therewith; provided, however, that the Managers shall have no right or power to create or impose personal liability on any Member for any of the Company's obligations without the express written consent of such Member;

(c) to employ and dismiss from employment any and all employees, agents, independent contractors, consultants, appraisers, attorneys and accountants, and to pay such fees, expenses, salaries, wages or other compensation to such persons, as the Managers determine to be reasonable;

(d) to acquire, purchase or contract to purchase, or sell or contract to sell, or to lease or hire any property, real or personal, including interests in general and limited partnerships, limited liability companies, and other entities, and to pay the purchase price or make the capital contribution required therefor, for any purposes connected with the Company's business;

(e) subject to the provisions of Section 8.2 of this Agreement, to sell any assets of the Company, or any interest therein, at any time upon such terms as the Managers determine to be in the best interest of the Company;

(f) to pay, extend, renew, modify, submit to arbitration, prosecute, defend or compromise, upon such terms as the Managers deem proper and upon any evidence as he may deem sufficient, any obligation, suit, liability, cause of action or claim, either in favor of or against the Company;

(g) to pay or cause to be paid any and all taxes, charges or assessments that may be levied, assessed or imposed on any of the property or assets of the Company;

(h) to invest funds which, in the judgment of the Managers, are not immediately required for the conduct of the Company's business, in such investments as may be selected by the Managers, which investments may include loans to individuals, corporations, partnerships, or Affiliates;

(i) to execute, acknowledge, and deliver any and all instruments to effectuate any and all of the foregoing; and

(j) to be an "***authorized person***" as that term is referred to in Section 18-204 of the Act, having the power to execute or file any document required or permitted to be executed or filed on behalf of a limited liability company under the Act.

6.3 Successor Managers; Non-transferable. Notwithstanding any other provision of this Article,

(a) a Manager's interest as a Manager may not be transferred in any manner; and

(b) promptly after the resignation, death, or Incapacity of a Manager who was designated by an Original Member pursuant to Section 6.1 above, such Original Members shall elect a successor Manager in accordance therewith.

6.4 Authority to Engage in Other Activities. No Manager shall be required to manage the Company as his or its sole and exclusive function, and a Manager may have other business interests and may engage in other activities; provided, however, such other business interests and other activities shall not create conflicts of interest with the Company, and at all times before the dissolution of the Company (except as otherwise approved in writing by all Members), no manager shall assist or engage in any business, acquire an interest in any business, or become affiliated as an agent, partner, officer, director, employee, proprietor, consultant, stockholder, member, manager, or independent contractor of or for any person that is engaged in any business that is reasonably similar to the business conducted by the Company at the time of such engagement, acquisition, or affiliation, as the case may be. Such restriction includes any investment in securities of any such person, unless the amount of the investment is less than $50,000 and the Manager's equity ownership interest in such person is less than 5%. This

Section does not otherwise prohibit a Manager from investing its own funds or assets in any passive manner that does not require any active services or participation by such Manager in such competing business.

6.5 Fees to Members and Affiliates. A Manager may cause the Company to contract with any Member or any firm or corporation in which a Member has an interest or any Affiliate, at reasonable and competitive rates of compensation, commission or remuneration, for the performance of any and all services which may at any time be necessary, proper or convenient to carry on the business of the Company. The validity of any transaction, agreement or payment involving the Company and a Member or any Affiliate otherwise permitted by the terms of this Agreement shall not be affected solely by reason of the relationship between the Company and the Member or such Affiliate.

6.6 Exculpation. Except as otherwise provided by the Act or this Agreement, no Manager or Member shall be liable, responsible or accountable in damages or otherwise to the Company, or to any Member for any acts or omissions performed or omitted in good faith and in a manner reasonably believed by the Member or Manager to be within the scope of the authority conferred upon him by this Agreement and in the best interests of the Company. Specifically, and without limiting the scope of the foregoing, no Manager shall be liable, responsible or accountable in damages or otherwise to the Company or any other Member for any action taken by the Manager including, but not limited to, any actions taken by the Manager as "***tax matters partner***" in connection with the examination by the Internal Revenue Service of the Company's federal partnership tax return or the determination, protest, adjustment or adjudication of any federal or state income tax liability of any Member resulting from the Company.

6.7 Committees. If the Company has more than one Manager in office, the Managers may form committees from time to time. Such Managers shall determine the purposes of such committees and shall establish such rules for quorum, notice, meeting and other requirements as they deem necessary or appropriate.

6.8 Authority to Bind Company. No Member shall have the authority to bind the Company, or otherwise act on its behalf, without the prior written authorization of a Manager.

ARTICLE 7

EXECUTIVES; TAX MATTERS MEMBER; COMPENSATION AND EXPENSES

7.1 Executives. The Managers, acting as provided in Article 6 of this Agreement, shall be the executive officers of the Company and shall carry out the day-to-day business of the Company.

7.2 Tax Matters Partner. Pursuant to Section 6231(a) of the Code, Caleb Koeppel is designated as the "***tax matters partner***" for the Company. The Company is authorized to perform any act that may be necessary to make this designation effective.

7.3 Compensation of the Members: Reimbursement of Company Expenses. The Managers shall be entitled to compensation from the Company for services rendered to the Company in accordance with the arrangements reached by them with the Company. The Manager shall also be reimbursed by the Company for all reasonable out-of-pocket expenses incurred by them from time to time on behalf of the Company. Such reimbursements shall be treated as expenses of the Company and shall not be deemed to constitute distributions of Net Income and Net Loss or capital of the Company to which the Members are entitled under other provisions of this Agreement.

ARTICLE 8

MEMBER VOTING AND MEETINGS

8.1 Voting. The approval or consent of a Member shall be evidenced by the affirmative vote or written consent of such Member. Each Member shall vote in accordance with his respective Sharing Ratio. Voting may occur by voice vote during a meeting of the Members.

8.2 Supermajority Voting. Notwithstanding any other provision of Article 6, the following actions of or in connection with the Company shall require the approval of the Members having at least 100% of the Sharing Ratios:

(a) the sale, exchange, or other disposition of substantially all of the property and other assets of the Company, other than assets in the ordinary course of business;

(b) the removal of a Manager; provided that, upon the removal of a Manager, or upon the Incapacity or resignation of a Manager, the Member who elected such removed Manager as its designee pursuant to Section 6.1 of this Agreement may elect a successor Manager;

(c) the guarantee of debts or obligations of another person;

(d) entering into any transaction or agreement involving payments in cash, property or services in excess of $10,000 or with a Member or an Affiliate of a Member;

(e) incurring indebtedness in excess of $10,000 in the aggregate for all indebtedness of the Company;

(f) issue additional Membership Interests to any person; and

(g) make capital expenditures in excess of $10,000 that are not included in the approved capital budget for the year in which the capital expenditure is proposed.

8.3 Meetings.

(a) The Members may hold meetings periodically at such times and at such locations as the Managers shall from time to time determine by giving notice of the meeting to all other Members at least seven days prior to the meeting, although shorter notice may be given if circumstances of urgency so require; provided, however, the minimum advance notice for each meeting of Members shall be 48 hours. All notices of meetings of the Members shall be given either in writing or by telephone or in person, if immediately followed by written confirmation.

(b) Meetings of Members may be held by means of telephone conference call or similar modes of communication so long as all persons participating in the meeting can hear each other simultaneously.

(c) Where more than one Manager is in office, any action permitted or required to be taken by the Managers on behalf of the Company may be taken by any one of them, and such action shall not require the consent of the other Manager or Managers then in office; provided, however, that if the Managers, after diligent discussion in good faith, are unable to reach a unanimous consent in favor of or against any proposed action (an "***Unresolved Proposal***"), the Managers promptly shall so notify the Members (unless all the Managers also comprise all the Members of the Company) in writing. The Members having among them 100% of the Sharing Ratios shall have the right to make a determination concerning the Unresolved Proposal, which determination shall be final and binding on the Members and the Company.

ARTICLE 9

ACCOUNTING AND REPORTING

9.1 Books and Records. The Managing Member shall maintain, or cause to be maintained, complete and accurate records of all transactions of the Company. The Managing Member shall provide the other Members with copies of such records. The primary books, records and accounts of the Company, together with an executed copy of this Company Agreement and any amendments hereto shall, at all times, be kept at the principal office of the Company and shall be open for the inspection and examination (and making copies) by the Members or their authorized representatives during regular business hours.

9.2 Accounting and Fiscal Year. The books of the Company shall be kept on the accrual basis (with sufficient supplementary records to permit the computation of cash flow on a cash basis) and the Company shall report its operations for tax purposes on the accrual method. The Fiscal Year may be changed from time to time at the election of the Managing Member in accordance with the Code.

9.3 Accountant. The Company shall initially retain [________________] as the accountants and auditors for the Company (the "***Accountant***"). The fees and expenses of the Accountant shall be paid by the Company when due and in the ordinary course of business.

9.4 Member Reports; Audit.

(a) (i) The Company's books of account shall be closed promptly after the end of each calendar year. As soon as practicable thereafter, the Manager shall deliver a written report to each Member who so requests in writing, which shall include a statement of receipts, expenditures, profits and losses for the year, a statement of each Member's capital account and such additional statements with respect to the status of the Company's assets and the distribution of Company funds as are necessary to advise the Members properly about their investment in the Company. Within a reasonable time before April 15th of each year, the Company also shall provide the Members with a copy of the Member's federal Schedule K-1 with respect to the Member's investment in the Company and a copy of the Company's federal income tax return (Form 1065) to be filed for the preceding year.

(ii) Within a reasonable time after the written request of a Member having at least 10% of the Sharing Ratios the Managers shall cause the Company’s books of account to be audited at the Company’s expense, and such Member shall have the right to receive any audit report of the Company promptly after such Member’s written request to receive such audit report.

(b) Not later than [____________] of each calendar year, the Managing Member shall prepare and submit to Constitution a budget and strategic operating plan (the "Budget and Operating Plan") for the Company for the immediately succeeding calendar year, which shall set forth all anticipated income, operating expenses and capital and other costs and expenses of the Company (including legal fees and expenses), all of which will be based on the strategic and comprehensive business plan designed to maximize the Company's returns with respect to the Company’s business. The Budget and Operating Plan shall not be effective unless it is approved by Constitution. Constitution may approve the proposed Budget and Operating Plan, or suggest changes without which they will not approve the proposed Budget and Operating Plan, which changes or modifications thereof, if any, shall be incorporated into any Budget and Operating Plan on or before [___________] of such calendar year.

ARTICLE 10

RESTRICTIONS ON TRANSFERS

10.1 Restrictions on Transfers and Membership.

(a) No Member may directly or indirectly sell, transfer, assign, pledge, mortgage, hypothecate or otherwise encumber, or permit or suffer any encumbrance (“***Transfer***”) of all or any part of his Membership Interest in the Company.

(b) No person shall be admitted as a Member unless (i) such person is an Affiliate, (ii) such person is a Member’s successor by testamentary disposition or the laws of descent and distribution, or (iii) the Transfer of a Membership Interest to such person complies with Section 10.3 below.

(c) If a Transfer complies with Section 10.2 below, the Assignee shall be entitled to receive the distributions and allocations of Net Profits and Net Losses to which the Transferring Member would have otherwise been entitled with respect to such Transferred Membership Interests. However, the Assignee shall not be entitled to exercise any other rights under this Agreement or the Act with respect to any Membership Interests Transferred by the Transferring Member, including, without limitation, the right to vote, unless such Assignee is admitted to the Company after the Transferring Member complies with Section 10.3 below, in which case the Assignee shall be deemed a "Substitute Member" and shall succeed to all rights and obligations of the Transferring Member.

10.2 Conditions of Transfer. Every Transfer of a Membership Interest must satisfy the following conditions:

(a) The Transfer shall comply with applicable federal and state securities laws. Each Member acknowledges, and before any person becomes a Member such person must acknowledge, that the Company has no obligation or intention to register Membership Interests for resale under any federal or state securities laws or to take any action which would make available any exemption from the registration requirements of such laws.

(b) A Member who seeks to Transfer his Membership Interest ("***Transferring Member***") shall reimburse the Company for any expenses reasonably incurred by the Company in connection with the consummation of the Transfer.

(c) The Transfer shall not result in the Company being treated as a corporation pursuant to Code Section 7704 or Treasury Regulations Section 1.7704-1, nor shall the transfer result in the tax termination of the Company within the meaning of Code Section 708(b).

(d) The Transferring Member shall indemnify and hold harmless the Company and the other Members from and against any costs, damages, claims, suits or fees suffered or incurred by the Company or the other Members arising out of or resulting from any claims by the person to whom the Transferring Member Transfers his Membership Interests.

10.3 Admission of Substitute Members. Notwithstanding a Transfer that complied with Section 10.2 above, no person taking or acquiring, by whatever means, a Membership Interest shall be admitted as a Member ("***Substitute Member***"), unless the Transferring Member complies with the following:

(a) At least 30 calendar days before a Transferring Member seeks to consummate a Transfer of Membership Interests, such Transferring Member shall give to all other Members ("***Eligible Members***") a written notice which describes in reasonable detail the material terms of such proposed Transfer (*"**Notice of Offer**"*), including the name of the proposed transferee of such Membership Interests, the proposed date for consummating the Transfer, the portion of the Transferring Member's Membership Interest to be Transferred (the "***Offered Interests***"), the aggregate price and the price per unit of Membership Interest, if any, to be received, and a complete description and reasonably reliable valuation of all noncash consideration to be received.

(b) (i) In the event of a proposed Transfer, all Eligible Members shall have the right to purchase all of the Offered Interests, pro rata based on the percentage of Membership Interests respectively owned by each Member, or in such proportions as the Eligible Members may otherwise agree, at the price and on the commercial terms and conditions stated in the Purchase Offer ("***Right of First Purchase***"). To exercise his Right of First Purchase, each Eligible Member must deliver a written notice to the Transferring Member and to each Eligible Member (the "***Notice of First Purchase***"). The Notice of First Purchase shall state that such Eligible Member exercises his Right of First Purchase and shall state (i) the number representing such Member's pro rata amount of the Offered Interests and (ii) the number of such pro rata amount of the Offered Interests that shall be purchased by such Eligible Member pursuant to his Right of First Purchase. The Notice of First Purchase must be effective within 10 calendar days after the date on which the Eligible Member is deemed to have received the Notice of Offer (the "***Acceptance Period***"). The closing of any purchase of Membership Interests pursuant to a Right of First Purchase shall be consummated within 20 calendar days after the Notice of First Purchase.

(ii) If Notice(s) of First Purchase are not received in respect of *all* the Offered Interests, then the Transferring Member may Transfer the Offered Interests to the proposed transferee within 30 calendar days after the Notice of Offer strictly in accordance with the terms and conditions of the Notice of Offer, provided that the prospective transferee otherwise complies with the conditions precedent in Section 10.2 above.

(iii) In the event that a Transferring Member shall not have consummated the Transfer of all his Offered Interests within the applicable time period, such Transferring Member shall not thereafter Transfer any Membership Interests that were subject to the Notice of Offer or otherwise without first complying again with the provisions of this Section 10.3.

(c) (i) If the Offered Interests are deemed a Control Sale, the Transferring Member shall have the right (the "***Bring-Along Right***"), after he complies with subsection (a) above and if Notice(s) of First Purchase are not received in respect of *all* the Offered Interests, which right shall be exercisable by delivering to the Eligible Members a written notice thereof ("***Bring-Along Notice***") within 10 calendar days after the Acceptance Period, to require the Eligible Members to transfer all their Membership Interests to the Bona Fide Purchaser for the same consideration per unit of Membership Interest and otherwise on the same terms and conditions provided to the Transferring Member. Within 10 calendar days after the Bring-Along Notice, each Eligible Member shall deliver to the Transferring Member (i) a certificate or certificates evidencing such Eligible Members' Membership Interests, together with an appropriate assignment separate from certificate duly executed in a proper form to effect the transfer of such Membership Interests from the Eligible Members to the proposed transferee of the Offered Interests on the books and records of the Company, and (ii) a limited power-of-attorney authorizing the Transferring Member proposing the Control Sale to effect the transfer of such Membership Interests pursuant to the terms of the Control Sale. If any Eligible Member fails to deliver such Membership Interest certificate(s), such assignment separate from a certificate and such limited power-of-attorney to the Transferring Member proposing the Control Sale, the Company shall cause a notation to be made on its books and records to reflect that the Membership Interests of such Eligible Member are bound by the provisions of this Section and that the transfer of such Membership Interests may be effected without such other Member's consent or surrender of his Membership Interests.

(ii) In addition to the Right of First Purchase, if the Offered Interests are deemed a Control Sale, each Eligible Member shall have the right (*"**Tag-Along Right**"*) to participate in the Control Sale at the same time and on the same terms and conditions provided to the Transferring Member proposing the Control Sale. The Tag Along Right of each Member shall be effective only if the Eligible Member delivers to the Transferring Member proposing a Control Sale written notice thereof ("***Tag-Along Notice***") within 10 calendar days after the Notice of Offer. Each Eligible Member may sell that number of Membership Interests held by him equal to the product obtained by multiplying (A) the aggregate number of Offered Interests by (B) a fraction, the numerator of which is the number of Membership Interests owned by such Eligible Member and the denominator of which is the aggregate number of Membership Interests owned by the Transferring Member proposing the Control Sale plus the Membership Interests owned by all Eligible Members exercising their Tag-Along Right. To the extent that any Eligible Member participates in the Control Sale pursuant to his Tag-Along Right, the Transferring Member proposing the Control Sale shall be required to reduce the number of his Membership Interests included in the Control Sale to accommodate each such Eligible Member. Within 10 calendar days after the Tag-Along Notice each Eligible Member who exercises his Tag-Along Right shall deliver to the Company, as agent for such Control Member, for transfer to the Bona-Fide Purchaser, one or more certificates, properly endorsed for transfer, which represent the number of Membership Interests of which such Eligible Member elects to transfer pursuant to his Tag-Along Right. The Tag-Along Rights of a Member who is not an Original Member shall be subordinate to an Original Member's Bring-Along Right.

(iii) All transfers of Membership Interests consummated pursuant to this Section 10.3 shall be subject to the following conditions: (A) each Member who exercises his Tag-Along Right, or who is required to participate in a Control Sale pursuant to another Member's Bring-Along Right, shall deliver to the Bona Fide Purchaser or the proposed transferee of the Membership Interests, as the case may be, the certificates evidencing that the Membership Interests are being transferred, free and clear of Encumbrances, together with duly executed transfer powers in favor of such transferee or such transferee's nominees and such other documents, including evidence of ownership and authority, as such transferee or Bona Fide Purchaser may reasonably request; (B) except as otherwise specifically set forth herein, Members shall not be required to make any representations or warranties to any person in connection with such transfer, except as to (1) good title to the Membership Interests being transferred, (2) the absence of Encumbrances with respect to the Membership Interests being transferred, (3) the Member's valid existence and good standing (if applicable) or the Member's capacity to enter into and effect such transfer (if applicable), (4) the authority for, and validity and binding effect of (as against such Member) any agreement entered into by such Member in connection with such transfer, (5) the fact that such Member's transfer will not conflict with or result in a breach of or constitute a default under, or violation of, its governing documents or any indenture, lease, loan or other agreement or instrument by which it is bound or affected, (6) all required material consents to such Member's transfer and material governmental approvals having been obtained (excluding any securities laws), and (7) the fact that no broker's commission is payable by the such Member as a result of his conduct in connection with the transfer of his Membership Interests; and (C) the Member shall not be required to provide any indemnities in connection with such transfer except for breach of the representations and warranties specifically required by the terms of this Agreement.

10.4 Attempted Transfer. Any attempt to transfer any interest in the Company in violation of the provisions of this Agreement shall be null and void, ab initio. The Members will be excused from accepting the performance of, and rendering performance to, any person other than the Member hereunder (including any trustee or assignee of or for such Member) unless the provisions of this Article have been satisfied.

ARTICLE 11

TERM AND DISSOLUTION

11.1 Events of Dissolution. The Company shall continue in perpetuity unless sooner dissolved by any of the following events:

(a) The Members unanimously consent in writing to dissolve the Company;

The occurrence of any event that terminates the continued membership of a Member in the Company;

A judicial dissolution of the Company pursuant to Section 18-802 of the Act; or

(d) Any other event that causes the dissolution of a limited liability company under the Act.

No other event, including the retirement, withdrawal, insolvency, liquidation, dissolution, insanity, resignation, expulsion, Bankruptcy, death, Incapacity or adjudication of incompetency of a Member, shall cause the dissolution of the Company.

ARTICLE 12

WINDING-UP

12.1 Final Accounting. In case of the dissolution of the Company, a proper accounting shall be made from the date of the last previous accounting to the date of dissolution.

12.2 Distribution in Kind. If the liquidator determines that a Company asset should be distributed in kind, the liquidator shall distribute that percentage interest of such asset in kind, as an interest in a tenancy-in-common or otherwise, to a Member which equals the percentage in which the Member shares in distributions under its Capital Account

12.3 Certificate of Cancellation. Upon the completion of the distribution of Company assets as provided in this Article, the Company shall be terminated and the person acting as liquidator shall file a certificate of cancellation and shall take such other actions as may be necessary to terminate the Company.

12.4 Reasonable Time for Winding-Up. A reasonable time shall be allowed for the orderly winding-up of the business and affairs of the Company and the liquidation of its assets pursuant to this Article, in order to minimize any losses otherwise attendant upon such winding-up and the provisions of this Agreement shall remain in effect between the Members during the period of liquidation.

ARTICLE 13

MEMBERS' COMPETING INTERESTS

13.1 Competing Activities of Members. At all times before the dissolution of the Company (except as otherwise approved in writing by all Members), Vision shall not assist or engage in any business, acquire an interest in any business, or become affiliated as an agent, partner, officer, director, employee, proprietor, consultant, stockholder, member, manager, or independent contractor of or for any person that is engaged in any business that is reasonably similar to the business conducted by the Company at the time of such engagement, acquisition, or affiliation, as the case may be. Such restriction includes any investment in securities of any such person, unless the amount of the investment is less than $50,000 and Vision's equity ownership interest in such person is less than 5%. This Section does not otherwise prohibit a Vision from investing its own funds or assets in any passive manner that does not require any active services or participation by Vision in such competing business.

13.2 Conflicts of Interest. The Company shall not be prohibited from or otherwise limited in employing, contracting with, or otherwise dealing with, any person, by reason of the fact that such person is a Member or is an Affiliate of a Member, or is an entity in which any Member has an interest, whether such relationship, affiliation, or interest is direct or indirect, provided that the terms and conditions, including the price, of such employment, contract or other dealing are approved by the Managers in accordance with Article 6 of this Agreement.

ARTICLE 14

<u>DISPUTE RESOLUTION</u>

14 <u>Arbitration</u>.

(a) The Members agree to submit all Disputes (as defined in Section (b) below) to binding arbitration. The arbitration shall be administered by the American Arbitration Association in New York, New York and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, with the hearing locale to be New York, New York.

(b) For purposes of this Section 14, "***Dispute***" means any dispute, controversy or claim arising out of or related to the interpretation or enforcement of this Agreement or any breach, termination or claim of invalidity of this Agreement, if the representatives of the Members are unable to resolve the issue through good faith negotiation. By way of example and not of limitation, the term "***Dispute***" shall not include any dispute, controversy or claim arising out of or in connection with the exercise by any party of its right to approve or consent to any action under this Agreement, or arising out of or relating to the results of any appraisal performed in accordance with the procedures set forth in this Agreement, which shall not in either case be appealable to, or reviewable by, any court or arbitrator.

(c) If any Member reasonably believes that there exists a Dispute, such Member shall deliver written notice (the "***Dispute Notice***") to each party to this Agreement that it wishes to present the Dispute to an arbitrator selected in accordance with this Agreement.

(d) The Members shall promptly attempt to agree on and appoint a single arbitrator. If, within 15 days of the delivery of the Dispute Notice, the Members are unable to agree unanimously on a single arbitrator to resolve the Dispute, any Member may request that the American Arbitration Association appoint such an arbitrator in accordance with its rules.

(e) A single neutral arbitrator (the "***Arbitrator***"), selected in accordance with the preceding subparagraph, shall preside over the arbitration and decide the Dispute (the "***Decision***"). The Decision shall be binding, and the prevailing party may enforce such decision in any court of competent jurisdiction.

(f) The Members shall cooperate with each other in causing the arbitration to be held in as efficient and expeditious a manner as practicable and in this connection to furnish such documents and make available such of their respective personnel as the Arbitrator may request. The Members have selected arbitration in order to expedite the resolution of Disputes and to reduce the costs and burdens associated with litigation. The parties agree that the Arbitrator should take these concerns into account when determining whether to authorize discovery and, if so, the scope of permissible discovery and other hearing and pre-hearing procedures.

(g) Without limiting any other remedies that might be available under applicable law, the Arbitrator shall have no authority to award punitive damages.

(h) The Arbitrator shall render a Decision within 30 days after accepting an appointment to serve as Arbitrator unless the parties otherwise agree or the Arbitrator makes a finding that a party has carried the burden of showing good cause for a longer period.

(i) Notwithstanding anything herein to the contrary, any party may seek a temporary restraining order or a preliminary injunction from any court of competent jurisdiction in order to prevent immediate and irreparable injury, loss or damage pending the selection of an arbitrator to render a Decision on the ultimate merits of any Dispute.

ARTICLE 15

INDEMNIFICATION

15.1 Indemnification. To the fullest extent permitted by applicable law, the Company shall indemnify each Manager, Member and Affiliate of a Manager or Member ("***Indemnified Person***") against any and all losses, claims, damages, and liabilities incurred by the Indemnified Person by reason of any act or omission performed or omitted by the Indemnified Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on the Indemnified Person or by reason of being a Manager, Member or Affiliate of either, except that no Indemnified Person shall be entitled to be indemnified in respect of any loss, claim, damage or liability incurred by the Indemnified Person by reason of gross negligence or willful misconduct with respect to such acts or omissions. Any indemnification under this Section shall be provided out of and to the extent of Company assets only.

15.2 Expenses. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by an Indemnified Person in defending any claim, demand, action, suit or proceeding for which indemnity is sought under this Agreement shall, from time to time, be advanced by the Company before the final deposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Indemnified Person to repay such amount if it shall be determined that the Indemnified Person is not entitled to be indemnified as authorized in Section 15.1.

15.3 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as Managers shall deem reasonable, on behalf of Indemnified Persons and such other persons as any Manager shall determine, against any liability that may be asserted against or expenses that may be incurred by any such person in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such person against such liability under the provisions of this Agreement.

ARTICLE 16

GENERAL PROVISIONS

16.1 Entire Agreement. This Agreement embodies the entire understanding and agreement among the parties concerning the Company and supersedes any and all prior and contemporaneous negotiations, understandings or agreements in regard thereto.

16.2 Amendment. This Agreement may be amended only with the written consent of the Members holding **[**55%**]** or more of the Sharing Ratios.

16.3 Method of Notice. All notices, demands, requests and other communications required hereunder shall be in writing and the same shall be given and shall be deemed to have been served and given if (a) delivered in person with receipt acknowledged; (b) delivered by registered or certified mail, return receipt requested, postage prepaid, (c) deposited into the custody of a nationally recognized overnight courier to be sent by via overnight delivery ("***Overnight Carrier***") for next day delivery, (d) or telecopied and confirmed by telecopy answerback addressed as follows:

If to Constitution, to:

If to Vision, to:

or at such other address or addresses as may be substituted by giving each of the other parties not fewer than five business days' advance written notice of such change of address in accordance with the provisions hereof. The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice. Except as otherwise provided in the Agreement, every notice, demand, request, consent, approval, declaration or other communication hereunder shall be deemed to have been duly served, delivered and received on the date on which personally delivered, with receipt acknowledged or telecopied and confirmed by telecopy answerback, or 48 hours after being deposited with an Overnight Carrier, or five business days after the same shall have been deposited in the United States mail.

16.4 Computation of Time. In computing any period of time under this agreement, the day of the act event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or holiday recognized by the State of New York, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

16.5 Pronouns. References to a Member, including by use of a pronoun, shall be deemed to include masculine, feminine, singular, plural, individuals, partnerships or corporations where applicable.

16.6 Counterparts. This instrument may be executed in any number of counterparts each of which shall be considered an original and, collectively, will be deemed one agreement.

16.7 Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent by a court with competent jurisdiction, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, and the intent of this Agreement shall be enforced to the greatest extent permitted by law, unless the remaining provisions cause any of the Members to suffer material adverse consequences.

16.8 Headings. The headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any article or section of this Agreement.

16.9 Survival. Except as otherwise expressly provided, the rights and obligations of the parties under this Agreement shall survive until, and terminate at, the termination of the Company.

16.10 Waiver. No consent or waiver, express or implied, by any Member to or for any breach or default by any other Member in the performance by such other Member of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Member of the same or any other obligations of such other Member under this Agreement. Failure on the part of any Member to complain of any act or failure to act of any of the other Members or to declare any of the other Members in default, regardless of how long such failure continues, shall not constitute a waiver by such Member of its rights hereunder.

16.11 Force Majeure. The Company and the Members shall be excused for the period of any delay in the performance of any obligations under this Agreement when prevented from performing such obligations by cause or causes beyond their reasonable control, including, without limitation, massive civil commotion, war, invasion, rebellion, hostilities, military or usurped power, sabotage, pestilence, riots, fire or other casualty or acts of God.

16.12 Rule of Construction. The parties waive the general rule of construction for interpreting a contract, which provides that the provisions of a contract should be construed against the party preparing the contract. Each party acknowledges that it or its agent was represented by separate legal counsel in this matter who participated in the preparation of this Agreement.

16.13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the date first above written.

[_______________] LLC

By: _____________________

Name:

Title: Manager

By: _____________________

Name:

Title:

[________] LLC

By: _____________________

Name:

Title:

[__________]

By: _____________________

Name:

Title:

Attachments

- Exhibit A - Certificate of Formation
- Schedule 1 - Initial Capital Contributions

Schedule A
to
Limited Liability Company Agreement

Name of Initial Member	**Sharing Ratio**	**Capital Contribution**
	50%	Entering into that certain Lease, dated the date hereof, between [___]and the Company, and making certain improvements contemplated by such lease, in an amount not to exceed $________
[___________]	50%	Entering into that certain Management Services Agreement, dated the date hereof, between [_________] and the Company