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LOGO FUND LLC
PRIVATE OFFERING MEMORANDUM
AND
LIMITED LIABILITY COMPANY
OPERATING AGREEMENT
AND
SUBSCRIPTION AGREEMENT
May 25, 2010

Prepared for: _____

No.: _____

PRIVATE OFFERING MEMORANDUM

LOGO FUND LLC
(A New York Limited Liability Company)

Membership Interests

THIS CONFIDENTIAL MEMORANDUM (THE "MEMORANDUM") HAS BEEN PREPARED SOLELY FOR, AND IS BEING DELIVERED ON A CONFIDENTIAL BASIS TO, PROSPECTIVE INVESTORS CONSIDERING THE PURCHASE OF MEMBERSHIP INTERESTS (THE "INTERESTS") IN LOGO FUND LLC (THE "COMPANY").

ANY REPRODUCTION OR DISTRIBUTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DISCLOSURE OF ITS CONTENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF COMPANY'S GENERAL MANAGER, LOGO CAPITAL MANAGEMENT LLC (THE "GENERAL MANAGER"), IS PROHIBITED AND ALL RECIPIENTS AGREE THEY WILL KEEP CONFIDENTIAL ALL INFORMATION CONTAINED HEREIN AND NOT ALREADY IN THE PUBLIC DOMAIN AND WILL USE THIS MEMORANDUM FOR THE SOLE PURPOSE OF EVALUATING A POSSIBLE INVESTMENT IN THE COMPANY. BY ACCEPTING THIS MEMORANDUM, EACH PROSPECTIVE INVESTOR AGREES TO THE FOREGOING.

THE MEMBERSHIP INTERESTS OFFERED HEREBY (THE "INTERESTS") HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. THEY ARE OFFERED PURSUANT TO EXEMPTIONS FROM SUCH REGISTRATION AND QUALIFICATION. THIS MEMORANDUM (THE "MEMORANDUM") HAS NOT BEEN FILED WITH OR REVIEWED BY THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") AND NEITHER THE SEC NOR ANY STATE SECURITIES ADMINISTRATOR HAS PASSED UPON OR ENDORSED THE MERITS OF AN INVESTMENT IN THE COMPANY OR THE ACCURACY OR THE ADEQUACY OF THE INFORMATION CONTAINED IN THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

* * *

THE INTERESTS OFFERED HEREBY MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF BY AN INVESTOR WITHOUT THE PRIOR WRITTEN CONSENT OF THE MANAGER AND THEN ONLY IF, AMONG OTHER THINGS, IN THE WRITTEN OPINION OF COUNSEL TO OR APPROVED BY THE COMPANY SUCH PROPOSED SALE, TRANSFER OR OTHER DISPOSITION IS CONSISTENT WITH ALL APPLICABLE PROVISIONS OF THE SECURITIES ACT, THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "ACT"), THE RULES AND REGULATIONS PROMULGATED UNDER EACH OF SUCH ACTS AND ANY APPLICABLE STATE "BLUE SKY" OR SECURITIES LAWS. AN INVESTOR THEREFORE CANNOT EXPECT TO LIQUIDATE HIS OR ITS INTEREST IN THE COMPANY OTHER THAN BY WITHDRAWING ALL OR PART OF HIS/HER OR ITS CAPITAL AT THE END OF THE LOCK-UP PERIOD APPLICABLE TO SUCH INTEREST OR AS OF THE END OF ANY CALENDAR YEAR THEREAFTER, IN EACH CASE UPON NOT LESS THAN 60 DAYS' PRIOR WRITTEN NOTICE.

* * *

May 25, 2010

LOGO FUND LLC
Street Address
City, State, Zip

Tel: 123-456-7890 | Fax: 098-765-4321 | info@LogoFund.com

THE COMPANY IS NOT REGISTERED AS AN INVESTMENT COMPANY UNDER THE ACT. THE INTERESTS OFFERED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT, OR ANY STATE OR OTHER SECURITIES LAWS. INTERESTS IN THE COMPANY ARE OFFERED AND SOLD FOR INVESTMENT ONLY PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE SEC AND IN COMPLIANCE WITH ANY APPLICABLE STATE OR OTHER SECURITIES LAWS. THE INTERESTS ARE BEING OFFERED ONLY TO A LIMITED NUMBER OF PERSONS WHO ARE ACCREDITED INVESTORS WITHIN THE MEANING OF RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT AND QUALIFIED CLIENTS WITHIN THE MEANING OF RULE 205-3 OF THE INVESTMENT ADVISERS ACT OF 1940, AS AMENDED (THE "ADVISERS ACT") AND THE REGULATIONS PROMULGATED THEREUNDER.

THIS MEMORANDUM CONSTITUTES AN OFFER ONLY IF THE NAME OF THE PROSPECTIVE INVESTOR APPEARS ON THE COVER PAGE AND ONLY IF THE COMPANY AUTHORIZES THE DELIVERY OF THIS MEMORANDUM. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR OTHER JURISDICTION IN WHICH AN OFFER OR SOLICITATION IS NOT LAWFUL OR AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO. ANY FURTHER DISTRIBUTION OR REPRODUCTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF ITS CONTENTS, IS PROHIBITED.

THESE MEMBERSHIP INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

AN INVESTMENT IN THE COMPANY INVOLVES RISK FACTORS THAT SHOULD BE REVIEWED CAREFULLY BY POTENTIAL INVESTORS. THERE IS NO ASSURANCE THAT THE COMPANY WILL ACHIEVE ITS INVESTMENT OBJECTIVE, AND INVESTMENT RESULTS MAY VARY SUBSTANTIALLY OVER TIME. INVESTMENT IN THE COMPANY IS THEREFORE SUITABLE FOR SOPHISTICATED INVESTORS WHO ARE ABLE TO BEAR THE LOSS OF A SUBSTANTIAL PORTION OR EVEN ALL OF THE MONEY INVESTED IN THE COMPANY.

INVESTORS SHOULD BE AWARE THAT THE COMPANY MAY TRADE FOREIGN FUTURES OR OPTIONS CONTRACTS. TRANSACTIONS ON MARKETS LOCATED OUTSIDE OF THE UNITED STATES, INCLUDING MARKETS FORMALLY LINKED TO A UNITED STATES MARKET, MAY BE SUBJECT TO REGULATIONS THAT OFFER DIFFERENT OR DIMINISHED PROTECTION TO THE COMPANY AND ITS INVESTORS. FURTHER, UNITED STATES REGULATORY AUTHORITIES MAY BE UNABLE TO COMPEL THE ENFORCEMENT OF THE RULES OF REGULATORY AUTHORITIES OR MARKETS IN NON-UNITED STATES JURISDICTIONS WHERE TRANSACTIONS FOR THE COMPANY MAY BE EFFECTED.

EACH INVESTOR IN THE INTERESTS OFFERED HEREBY MUST ACQUIRE SUCH INTERESTS SOLELY FOR SUCH INVESTOR'S OWN ACCOUNT, FOR INVESTMENT PURPOSES ONLY AND NOT WITH AN INTENTION OF DISTRIBUTION, TRANSFER OR RESALE, EITHER IN WHOLE OR IN PART.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND ARE MADE OR INTENDED, AND NONE SHOULD BE INFERRED, WITH RESPECT TO THE ECONOMIC RETURN OR THE TAX CONSEQUENCES FROM AN INVESTMENT IN THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT EXISTING LAWS WILL NOT BE CHANGED OR INTERPRETED ADVERSELY. PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THIS MEMORANDUM AS LEGAL OR TAX ADVICE. EACH INVESTOR SHOULD CONSULT HIS OR ITS OWN COUNSEL AND ACCOUNTANT FOR ADVICE CONCERNING THE VARIOUS LEGAL, TAX, ERISA AND ECONOMIC MATTERS CONCERNING HIS/HER OR ITS INVESTMENT.

NO OFFERING LITERATURE OR ADVERTISING IN ANY FORM SHALL BE EMPLOYED IN THE OFFERING OF THESE MEMBERSHIP INTERESTS EXCEPT FOR THIS MEMORANDUM, THE OPERATING AGREEMENT (THE "OPERATING AGREEMENT") AND THE SUBSCRIPTION DOCUMENTS (THE "SUBSCRIPTION DOCUMENTS") PROVIDED HERewith. NO PERSON OTHER THAN THE MANAGER HAS BEEN AUTHORIZED TO MAKE REPRESENTATIONS, OR GIVE ANY INFORMATION, WITH RESPECT TO THESE MEMBERSHIP INTERESTS, EXCEPT THE INFORMATION CONTAINED HEREIN, AND ANY INFORMATION OR REPRESENTATION NOT EXPRESSLY CONTAINED HEREIN OR OTHERWISE SUPPLIED BY THE MANAGER IN WRITING MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY OR ANY OF ITS MEMBERS. ANY FURTHER DISTRIBUTION OR REPRODUCTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF ITS CONTENTS, IS PROHIBITED.

A PROSPECTIVE INVESTOR SHOULD NOT SUBSCRIBE FOR MEMBERSHIP INTERESTS UNLESS SATISFIED THAT HE/HER AND/OR HIS/SHE OR ITS REPRESENTATIVE HAS ASKED FOR AND RECEIVED ALL INFORMATION THAT WOULD ENABLE HIM OR IT TO EVALUATE THE MERITS AND RISKS OF THE PROPOSED INVESTMENT.

THE COMPANY SHALL MAKE AVAILABLE TO EACH INVESTOR OR HIS OR ITS AGENT, DURING THIS OFFERING AND PRIOR TO THE SALE OF ANY INTERESTS, THE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM ANY PERSON AUTHORIZED TO ACT ON BEHALF OF THE COMPANY CONCERNING ANY ASPECT OF THE COMPANY AND ITS PROPOSED BUSINESS AND TO OBTAIN ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE. NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY SALES MADE HEREUNDER SHALL UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE MATTERS DISCUSSED HEREIN SINCE THE DATE HEREOF.

THIS MEMORANDUM HAS BEEN PREPARED IN CONNECTION WITH THE PRIVATE PLACEMENT OF THE INTERESTS OFFERED HEREBY AND DOES NOT CONSTITUTE AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE MAKING OF SUCH AN OFFER OR SOLICITATION WOULD BE UNLAWFUL.

FOR FLORIDA RESIDENTS ONLY

PURSUANT TO THE LAWS OF THE STATE OF FLORIDA, IF SALES ARE MADE TO FIVE (5) OR MORE INVESTORS IN FLORIDA, ANY FLORIDA INVESTOR MAY, AT ITS OPTION, WITHDRAW, UPON WRITTEN (OR TELEGRAPHIC) NOTICE, ANY PURCHASE HEREUNDER WITHIN A PERIOD OF THREE (3) DAYS AFTER (A) THE INVESTOR FIRST TENDERS OR PAYS TO THE COMPANY, AN AGENT OF THE COMPANY OR AN ESCROW AGENT THE CONSIDERATION REQUIRED HEREUNDER, (B) THE INVESTOR DELIVERS ITS EXECUTED SUBSCRIPTION DOCUMENTS, OR (C) THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH INVESTOR, WHICHEVER OCCURS LATER.

FOR GEORGIA RESIDENTS ONLY

THESE SECURITIES HAVE BEEN ISSUED OR SOLD IN RELIANCE ON PARAGRAPH (13) OF CODE SECTION 10-5-9 OF THE "GEORGIA SECURITIES ACT OF 1973" AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SUCH ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SUCH ACT.

CFTC DISCLOSURES

PURSUANT TO AN EXEMPTION FROM THE COMMODITY FUTURES TRADING COMMISSION, THE GENERAL MANAGER IS NOT REQUIRED TO REGISTER, AND IS NOT REGISTERED, WITH THE COMMISSION AS A COMMODITY POOL OPERATOR (A "CPO") OR AS A COMMODITY TRADING ADVISOR (A "CTA"). AS A RESULT, THE GENERAL MANAGER IS NOT, AMONG OTHER THINGS, REQUIRED TO PROVIDE PROSPECTIVE POOL PARTICIPANTS WITH A DISCLOSURE DOCUMENT CONTAINING SPECIFIED INFORMATION OR TO PROVIDE CERTIFIED ANNUAL REPORTS TO PARTICIPANTS IN THE POOL.

THE GENERAL MANAGER'S ELIGIBILITY FOR SUCH REGISTRATION EXEMPTIONS IS BASED ON THE FACT THAT: (1) THE INTERESTS ARE EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT AND ARE NOT AND WILL NOT BE MARKETED TO THE PUBLIC IN THE UNITED STATES AS OR IN A VEHICLE FOR TRADING IN THE COMMODITY FUTURES OR COMMODITY OPTIONS MARKETS; (2) (A) THE AGGREGATE INITIAL MARGIN AND PREMIUMS REQUIRED TO ESTABLISH COMMODITY INTEREST POSITIONS, DETERMINED AT THE TIME OF THE MOST FUTURE ESTABLISHED POSITION, WILL NOT EXCEED FIVE PERCENT OF THE LIQUIDATION VALUE OF THE MEMBERSHIP'S PORTFOLIO (AFTER CONSIDERING UNREALIZED PROFITS AND LOSSES); OR (B) THE AGGREGATE NET NOTIONAL VALUE OF THE MEMBERSHIP'S COMMODITY INTEREST POSITIONS, DETERMINED AT THE TIME OF THE MOST RECENTLY ESTABLISHED POSITION, WILL NOT EXCEED ONE HUNDRED PERCENT OF THE LIQUIDATION VALUE OF THE MEMBERSHIP'S PORTFOLIO (AFTER CONSIDERING UNREALIZED PROFITS AND LOSSES); AND (3) THE MEMBERSHIP'S INVESTORS ARE LIMITED TO "ACCREDITED INVESTORS" AND "QUALIFIED CLIENTS" AS SUCH TERMS ARE DEFINED IN THE MEMBERSHIP'S SUBSCRIPTION DOCUMENTS.

TABLE OF CONTENTS

SUMMARY7
INTRODUCTION11
INVESTMENT ACTIVITIES OF THE COMPANY16
BROKERAGE PRACTICES19
PURCHASE OF "NEW ISSUES"19
MANAGEMENT OF THE COMPANY19
MANAGER20
AUDITORS20
VALUATION OF THE COMPANY'S ASSETS20
ANTI-MONEY LAUNDERING CONSIDERATIONS21
CERTAIN FEDERAL INCOME TAX CONSIDERATIONS22
REPORTS TO MEMBERS26
SUBSCRIPTION PROCEDURE FOR MEMBERSHIP27
RISK FACTORS28
ADDITIONAL INFORMATION37
NOTICES38
ATTACHEMENTS44

SUMMARY

The following information is presented as a summary of certain terms of the Company and prospective members should refer to the balance of this memorandum for more complete information and should not rely solely on this information contained in this summary. This summary is qualified in its entirety by the detailed information appearing elsewhere in this memorandum.

The Company (Fund)	LOGO FUND LLC is a New York limited liability company (the "Company") formed on the 30th of March 2009 . The Company is being operated as a private investment fund under Section 3(c)(1) of the Investment Company Act of 1940, as amended (the "Act").
Manager (Managing Member)	Logo Capital Management LLC , a New York limited liability company (the "Manager"). The Manager will have exclusive control over day-to-day operations of the Company even if additional Managers are admitted to the Company in the future. The principal office of the Company and the Manager is Street Address, City, State, Zip .
Investment Management Company	Logo Capital Advisors LLC , a New York limited liability company (the "Investment Management Company") that is an associate of the Manager and serves as the investment manager of Company and provides discretionary investment advisory and portfolio management services to the Company. The Investment Management Company is NOT registered with the Securities and Exchange Commission (SEC).
Investment Philosophy	The Company is generally a long investor with a primary concentration on the U.S. equity markets. The Company's focus, as an opportunistic trader on short-term trading as opposed to long-term investing, and its primary investment vehicles will predominantly be the securities of large and mid capitalization companies. The Company's goal is to generate outstanding returns on a rolling 18-24 month time horizon through the use of fundamental research across multiple industry sectors in order to generate an edge of insight or factual information. Once such information is obtained, the Company will determine if the information will put a company or an industry in a position to achieve success. Companies showing strong attributes will be considered for investment. Depending on the market environment, the Company's portfolio may be hedged at times using short sales of stocks, options, futures and other derivative securities, including but not limited to swap baskets.
Suitability	This offering is not registered under the Securities Act of 1933, as amended (the "Act"), as is being made in reliance on the exemptions provided for in Section 4(2) of the Act and Rule 506 of Regulation D, promulgated by the Securities and Exchange Commission thereunder. The Manager may, in its sole discretion, accept or decline to admit any investor. Individual Retirement Account (IRA) investors and other tax-exempt investors should carefully review the section herein entitled "Certain Federal Income Tax Considerations" and consult their own tax advisors.
Subscriptions	Members may subscribe for the Company Interests on the first day of any calendar month or at such other times as the Manager shall permit in its sole discretion. Upon completion of the subscription agreement and the receipt of an investor's capital contribution, an investor will become a Member of the Company.
Transferability of Interests	Membership Interests in the Company may not be sold, transferred, pledged

Subscription Documents

These are the documents to be completed to
purchase an Interest in

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LOGO FUND LLC

CONTENTS	PAGE
SUBSCRIPTION INSTRUCTIONS	2
SUBSCRIPTION AGREEMENT	3
ACCREDITED INVESTOR CERTIFICATION	8
QUALIFIED CLIENT CERTIFICATION	9
ERISA QUESTIONNAIRE	10
QUESTIONNAIRE FOR INDIVIDUAL SUBSCRIBERS	12
QUESTIONNAIRE FOR ENTITY SUBSCRIBERS	13
NEW ISSUES QUESTIONNAIRE	14
NEW ISSUES QUESTIONNAIRE FOR INDIVIDUAL INVESTORS	15
NEW ISSUES QUESTIONNAIRE FOR ENTITY INVESTORS	16
REGISTRATION INFORMATION (ALL)	18
WIRE INSTRUCTIONS	18
WIRE TRANSFER PAYMENTS (ALL)	19
APPENDIX 1 Definitions for New Issues Questionnaire for Individual Investors	23
APPENDIX 2 Definitions for New Issues Questionnaire for Entities	24
APPENDIX 3 Definitions for Anti-Money Laundering	25
APPENDIX 4 Bank Letter for Wire Payment	26
APPENDIX 5 Documents Required	27
EXHIBIT A Anti-Money Laundering Certification Form	28
EXHIBIT B Instructions for Substitute Form W-9	29

No.: _____

OPERATING AGREEMENT
Of

LOGO
GOES HERE

LOGO FUND LLC
(A *New York* Limited Liability Company)

OPERATING AGREEMENT
Of
LOGO FUND LLC

ARTICLE I GENERAL PROVISIONS	3
Section 1.01. <u>Company Name</u>	3
Section 1.02. <u>Place of Business</u>	3
Section 1.03. <u>Objects and Purposes</u>	3
Section 1.04. <u>Term</u>	4
Section 1.05. <u>Nature and Liability of Members</u>	4
ARTICLE II MANAGEMENT	4
Section 2.01. <u>Management in General</u>	4
Section 2.02. <u>Reliance by Third Parties</u>	5
Section 2.03. <u>Duties of Manager; Other Activities; Etc</u>	5
Section 2.04. <u>Exculpation</u>	5
Section 2.05. <u>Indemnification</u>	5
Section 2.06. <u>Registration of Securities; Etc</u>	5
Section 2.07. <u>Tax Matters</u>	6
ARTICLE III EXPENSES; ETC	6
Section 3.01. <u>Organizational Expenses</u>	6
Section 3.02. <u>Operating Expenses; Etc</u>	6
Section 3.03. <u>No Salaries; Etc</u>	6
ARTICLE IV CAPITAL	6
Section 4.01. <u>Contributions</u>	6
Section 4.02. <u>No Mandatory Additional Contributions</u>	6
Section 4.03. <u>Optional Additional Contributions</u>	6
Section 4.04. <u>Application of Capital</u>	6
Section 4.05. <u>Opening Capital Accounts</u>	6
Section 4.06. <u>Company Percentages and Participating Percentages; Special Members</u>	7
Section 4.07. <u>Closing Capital Accounts</u>	8
Section 4.08. <u>Valuation of Securities</u>	10
Section 4.09. <u>Allocations for Tax Purposes</u>	10
Section 4.10. <u>Determination by Manager of Certain Matters</u>	10
Section 4.11. <u>No Interest on Capital</u>	10
Section 4.12. <u>Withdrawals of Capital in General</u>	10
Section 4.13. <u>Partial Withdrawals of Capital</u>	10
Section 4.14. <u>New Issues; Carve-Out Arrangements</u>	11
ARTICLE V ADMISSION OF NEW MEMBERS	11
Section 5.01. <u>New Members</u>	11
ARTICLE VI WITHDRAWAL OF MEMBERS	11
Section 6.01. <u>Withdrawal in General</u>	11
Section 6.02. <u>Withdrawal of a Manager</u>	11
Section 6.03. <u>Withdrawal of a Member</u>	12
Section 6.04. <u>Lock-Up Periods</u>	12
Section 6.05. <u>Certain Other Permitted Withdrawals</u>	13
Section 6.06. <u>Required Withdrawals</u>	13
Section 6.07. <u>Liquidating Share</u>	13
Section 6.08. <u>Limitations on Withdrawal of Liquidating Share</u>	13
ARTICLE VII ASSIGNABILITY OF INTERESTS	13
Section 7.01. <u>Assignability of Managership Interests</u>	13
Section 7.02. <u>Assignability of Membership interests</u>	13

Section 7.03. <u>Substitution of Member</u>	13
Section 7.04. <u>Legal Representatives</u>	13
ARTICLE VIII TERMINATION AND LIQUIDATION OF COMPANY	14
Section 8.01. <u>Termination</u>	14
Section 8.02. <u>Liquidation</u>	14
Section 8.03. <u>Form of Distributions</u>	14
Section 8.04. <u>Indemnification</u>	14
ARTICLE IX ACCOUNTING AND REPORTS TO MEMBERS	15
Section 9.01. <u>Fiscal Year</u>	15
Section 9.02. <u>Accounting Method</u>	15
Section 9.03. <u>Books and Records</u>	15
Section 9.04. <u>Audits</u>	15
Section 9.05. <u>Tax Returns</u>	15
Section 9.06. <u>Tax Elections</u>	15
Section 9.07. <u>Reports to Members</u>	15
Section 9.08. <u>Determinations Binding</u>	15
ARTICLE X MISCELLANEOUS	16
Section 10.01. <u>Power of Attorney</u>	16
Section 10.02. <u>Amendments</u>	16
Section 10.03. <u>Severability</u>	17
Section 10.04. <u>Notices</u>	17
Section 10.05. <u>No Waiver</u>	17
Section 10.06. <u>Copy on File</u>	17
Section 10.07. <u>Governing Law</u>	17
Section 10.08. <u>Counterparts</u>	17
Section 10.09. <u>Variation</u>	17
Section 10.10. <u>Binding Effect</u>	17
Section 10.11. <u>Headings</u>	17
Section 10.12. <u>Entire Agreement</u>	17
Section 10.13. <u>Payments to Legal Representatives</u>	17
Section 10.14. <u>Rights and Remedies Cumulative</u>	17
Section 10.15. <u>Waiver of Right to Partition</u>	18
Section 10.16. <u>Arbitration</u>	18