

allocation or otherwise) to create an Unpermitted Deficit, BOX shall allocate to such Member, as soon as possible thereafter, items of income or gain sufficient to eliminate the Unpermitted Deficit.

10.4. *Qualified Income Offset.* In the event any Member unexpectedly receives adjustments, allocations, or distributions described in Treasury Regulations § 1.704–1(b)(2)(ii)(d) (4), (5) or (6), items of income and gain of BOX shall be specially allocated to such Member in an amount and manner sufficient to eliminate the deficit balance in such Member's Capital Account created by such adjustments, allocations or distributions as promptly as possible. The preceding sentence is intended to comply with the "qualified income offset" requirement in Treasury Regulations § 1.704–1(b)(2)(ii)(d), and shall be interpreted consistently therewith.

10.5. *Nonrecourse Debt and Chargebacks.* If at the end of any fiscal year of BOX, after taking into account all distributions made and to be made in respect of such year but prior to any allocation of profits and losses for such year except the allocations required by Section 10.3, any Member shall have a negative Capital Account by reason (and to the extent) of allocations of items of loss or deduction attributable in whole or part to Nonrecourse Debt secured by any of the assets of BOX, such Member shall be allocated (or if more than one Member has such a negative Capital Account, all such Members shall be allocated ratably among them in accordance with the respective proportions of such negative balances as are attributable to such deductions or losses) that portion of any items of income and gain for such year as may be equal to the amount by which the negative balance of such Member's Capital Account exceeds the sum of (A) such Member's allocable share of the aggregate Minimum Gain with respect to all of BOX's assets securing such Nonrecourse Debt plus (B) such Member's allocable share of aggregate BOX debt which is not Nonrecourse Debt, such allocable share to be determined in accordance with the provisions of Section 752 of the Code and the Treasury Regulations thereunder. In addition, if there is a net decrease in BOX's aggregate Minimum Gain with respect to all of its assets for a taxable year, each Member shall be allocated items of income and gain ratably in an amount equal to that Member's share of such net decrease in the manner and to the extent required by Treasury Regulations Section 1.704–2(f) or any successor regulation. The

preceding sentence is intended to comply with the minimum gain chargeback requirement of Treasury Regulations § 1.704–2(f), and shall be interpreted and applied in a manner consistent therewith.

10.6. *Member Nonrecourse Deductions.* Any Member Nonrecourse Deductions for any fiscal year or other period shall be allocated to the Member that (in its capacity, directly or indirectly, as lender, guarantor, or otherwise) bears the economic risk of loss with respect to the loan to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations § 1.704–2(i). If, during any fiscal year or other period, there is a net decrease in Member Nonrecourse Debt Minimum Gain, that decrease shall be charged back among the Members in accordance with Treasury Regulations § 1.704–2(i)(4). The preceding sentence is intended to comply with the partner nonrecourse debt minimum gain chargeback requirement of Treasury Regulations § 1.704–2(i)(4), and shall be interpreted and applied in a manner consistent therewith.

10.7. *Calculation of Profits and Losses.* For all purposes hereof, BOX's profits and losses shall be determined by taking into account all of BOX's items of income and gain (including items not subject to federal income tax) and all items of loss, expense, and deduction, in each case determined under federal income tax principles.

10.8. *Section 704(c) and Capital Account Revaluation Allocations.* The Members agree that to the fullest extent possible with respect to the allocation of depreciation and gain for U.S. federal income tax purposes, Section 704(c) of the Code shall apply with respect to non-cash property contributed to BOX by any Member. For purposes hereof, any allocation of income, loss, gain or any item thereof to a Member pursuant to Section 704(c) of the Code shall affect only its tax basis in its Percentage Interest and shall not affect its Capital Account. In addition to the foregoing, if BOX assets are reflected in the Capital Accounts of the Members at a book value that differs from the adjusted tax basis of the assets (e.g., because of a revaluation of the Members' Capital Accounts under Treasury Regulations § 1.704–1(b)(2)(iv)(f)), allocations of depreciation, amortization, income, gain or loss with respect to such property shall be made among the Members in a manner consistent with the principles of Section 704(c) of the Code and this Section 10.8.

10.9. *Offset of Regulatory Allocations.* The allocations required by Sections

10.3 through 10.6 and Section 10.8 are intended to comply with certain requirements of the Treasury Regulations. The Board may, in its discretion and to the extent not inconsistent with Section 704 of the Code, offset any or all such regulatory allocations either with other regulatory allocations or with special allocations of income, gain, loss or deductions pursuant to this section in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the regulatory allocations were not part of this Agreement.

10.10. *Terminating and Special Allocations.* Notwithstanding the foregoing allocation provisions, any profits or losses resulting from a liquidation, merger or consolidation of BOX, the sale of substantially all the assets of BOX in one or a series of related transactions, or any similar event (and, if necessary, specific items of gross income, gain, loss, or deduction incurred by BOX in the fiscal year of such transaction(s)) shall be allocated among the Members so that after such allocations and the allocations required by Section 11.3, and immediately before the making of any liquidating distributions to the Members under Section 11.2, the Members' Capital Accounts equal, as nearly as possible, the amounts of the respective distributions to which they are entitled under Section 11.2.

Article 11—Dissolution and Winding Up

11.1. (a) BOX shall be dissolved and its affairs shall be wound up upon:

(i) The election to dissolve BOX made by the Board pursuant to Section 4.4(b)(v); or

(ii) The entry of a decree of judicial dissolution under § 18–802 of the Act; or

(iii) The resignation, expulsion, Bankruptcy or dissolution of a member, or the occurrence of any other event which terminates the continued membership of a Member in BOX, unless the business of BOX is continued by the consent of remaining Members holding a majority of the issued and outstanding Units given within ninety (90) days following the occurrence of any such event; or

(iv) The occurrence of any other event that causes the dissolution of a limited liability company under the Act.

The legal representatives, if any, of any Member shall succeed as assignee to such Member's interest in BOX upon the Bankruptcy, insolvency or