

4. Cause the Company to encumber any assets in connection with any debt referred to in clause 2 or 3 above;
5. Issue, sell, transfer, assign, convey or otherwise dispose of any Membership Interest in the Company;
6. Adopt, amend or repeal the Operating Agreement of the Company;
7. Appoint or fill the vacancy of the Manager;
8. Approve a plan of merger of the Company with any other entity;
9. Amend, alter, repeal, or take any action inconsistent with any resolution of the Sole Member; and
10. Incur any single expense or combination of related expenses in excess of \$5,000.

C. Voting of Membership Units. A Membership Unit is entitled to be voted only if it is owned by a member and each such Membership Unit shall be entitled to one vote. Neither an assignee nor a transferee may vote a Membership Unit unless such assignee or transferee is admitted as a member.

SECTION VI EXCULPATION OF LIABILITY: INDEMNIFICATION

A. Exculpation of Liability. Unless otherwise provided by law or expressly assumed pursuant to a written instrument signed by such Person, neither the Sole Member nor the Manager shall be personally liable for the acts, debts or liabilities of the Company.

B. Indemnification.

1. Except as otherwise provided in this Section, the Company, its receiver or its trustee shall indemnify, defend and hold harmless the Sole Member and the Manager and their respective heirs, personal representatives, and successors, and may indemnify, defend and hold harmless any employee or agent, who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense, including, without limitation, reasonable attorney's fees, arising from or related to, the Company or any act or omission of the Sole Member, the Manager or such employee or agent on behalf of the Company, and amounts paid in settlement of any of the above, provided that such amounts were not the result of fraud, gross negligence, or reckless or intentional misconduct on the part of the Sole Member, the Manager or such employee or agent against whom a claim is asserted. The Company may advance to the Sole Member, the Manager or any such employee or agent and their respective heirs, personal representatives, and successors the costs of defending any claim, suit or action against such Person if such Person undertakes to repay the funds advanced, with interest, if the Person is not entitled to indemnification under this Section.

2. To the extent that the Sole Member, the Manager, or any such employee or agent of the Company has been successful on the merits or otherwise in defense of an action, suit or proceeding or in defense of any claim, issue or other matter in the action, suit or proceeding, such person shall be indemnified against actual and reasonable expenses, including, without