

(b) The Manager shall have the full power to execute and deliver, for or on behalf of the Company, any and all documents and instruments which may be necessary or desirable to carry on the business of the Company, including, without limitation, any and all deeds, contracts, leases, mortgages, deeds of trust, promissory notes, security agreements, and financing statements pertaining to the Company's assets or obligations; provided, however, that the written consent of the sole Member shall be required for the Manager to:

1. Sell, transfer, assign, convey, or otherwise dispose of any part of the Company's assets;
2. Cause the Company to incur any debt in excess of \$5,000, whether or not in the ordinary course of business;
3. Cause the Company to incur any debt less than \$5,000 other than in the ordinary course of business;
4. Cause the Company to encumber any assets in connection with any debt referred to in clause 2 or 3 above;
5. 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.

No person dealing with the Manager need inquire into the validity or propriety of any document or instrument executed in the name of the Company by the Manager, or as to the authority of the Manager executing the same.

ARTICLE 5. Indemnification

The Company shall indemnify the Manager to the full extent allowed by the Act. Furthermore, the Company, in the sole discretion of the Manager, may indemnify any officer, employee, agent, or other person to the full extent allowed by the Act.

ARTICLE 6. Taxation

For purposes of federal taxation (and, to the extent applicable, state taxation), the Company shall be disregarded as an entity separate from its owner under Treas. Reg. § 301.7701-3. No election shall be made that would prevent the Company from being disregarded as an entity separate from its owner.

ARTICLE 7. Books, Records, Bank Accounts and Assets

7.1. Maintenance of Books. The Manager shall keep, or cause to be kept, at the principal office of the Company complete and accurate books and records of the Company, supporting documentation with respect to the conduct of the Company's business, and minutes of the proceedings of its member. The books and records shall be maintained with respect to accounting matters in accordance with sound accounting practices.

7.2. Bank Accounts and Assets. The Manager shall establish one or more separate bank and investment accounts and arrangements for the Company, which shall be maintained in the Company's name with financial institutions and