

8.4.7 Agreements with Managers. Entering into agreements, other than those expressly authorized by the terms of this Agreement, with the Managers or any affiliate of his providing for the payment by the Company of compensation to such person

8.5 Time Devoted to the Company by Managers. The Managers shall devote as much time as is necessary in the conduct of its duties to the Company. The Managers and firms, or entities affiliated with, owned by, or controlled by the Managers may engage in business and activities other than that of the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the Managers or the income or proceeds derived therefrom.

8.6 Indemnification. The Managers shall not be liable, responsible, or accountable in damages or otherwise to the Members, and the Company shall indemnify the Managers against and save each harmless from, any expenses (including attorneys' fees), loss, or damage incurred by reason of any act or omission performed or made by the Managers in good faith on behalf of the Company and in a manner reasonably believed by the Managers to be both within the scope of the authority granted to him under the Act and this Agreement and in the best interest of the Company, provided that the Managers shall not be guilty of gross negligence, willful misconduct or other breach of fiduciary duty with respect to such act or omission, and further provided that the satisfaction of any indemnification and any hold harmless shall be from and limited to Company assets including insurance proceeds, if any, and the Members shall **not** have any personal liability on account thereof. Each Manager shall indemnify and hold harmless the Company and the Members from any and all expense and liability resulting from or arising out of any gross negligence or willful misconduct on its part to the extent that the amount exceeds any insurance carried by the Company.

8.7 Salaries. Neither the Managers nor any Member shall be entitled to receive any salary or other compensation except as otherwise specifically provided in this Agreement unless otherwise agreed in writing by the Managers and Members with aggregate Sharing Ratios in excess of 50%.

8.8 Title to Assets. All assets of the Company, whether real or personal, shall be held in the name of the Company.

8.9 Banking. All funds of the Company shall be deposited in separate savings and checking accounts in the name of the Company, at such locations as shall be determined by the Managers. Withdrawal from such accounts shall require only the signature(s) of such person or persons as shall be designated by the Managers and as indicated on the banking institution's records. Third parties receiving checks signed by the Managers or the person or persons they designate on the printed checks of the Company shall be entitled to rely upon the authority of the party signing the checks on behalf of the Company.

8.10 Books and Records. Proper and complete books of account of the Company's business shall be kept by the Managers at the office of the Company and shall be open to inspection by each Member and/or his, her or its authorized representatives during