

6.1 Actions by Third Persons.

Unless otherwise prohibited by the laws of the State of Delaware, the Company shall indemnify any person who was or is a party (other than as a plaintiff) or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Company, by reason of the fact that such person is or was a Member, Manager, employee or agent of the Company, or is or was serving at the request of the Company or its Manager as a Member, Manager, director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise or other entity (an "Indemnitee") against expenses (including but not limited to reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any claim, action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

6.2 Actions by the Company.

Unless otherwise prohibited by the laws of the State of Delaware, the Company shall indemnify Indemnitee who was or is a party (other than a plaintiff) or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company, to procure a judgment in its favor by reason of the fact that he is or was a Member, Manager, employee or agent of the Company, or is or was serving at the request of the Company or its Manager as a Member, Manager, director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise or entity against expenses (including but not limited to reasonable attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

6.3 Determination.

Any indemnification under the provisions of Section 6.1 or 6.2 of this Article to an Indemnitee, unless ordered by a court, shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the Member, Manager, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 6.1 or 6.2 of this Article. Such determination shall be made:

(a) by the Manager provided that the Manager is disinterested and not a party to such action;

(b) If the Manager is not disinterested and not a party to such action, or even if the Manager is disinterested and not a party, the Manager so directs, by independent legal counsel in a written opinion.

6.4 Expense Advances.

Expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Indemnitee to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Company as authorized by the provisions of this Article. Such expenses incurred by other employees and agents may be paid upon such terms and conditions, if any, as the Managers deem appropriate.

6.5 Insurance.

The Company may, to the full extent permitted by the laws of the State of Delaware, but only to such extent as may be determined by the Manager, purchase and maintain insurance on behalf of any Indemnitee against any liability asserted against and incurred by him in any such capacity or arising out of his status as such, whether or not the Company would have the power to indemnify him against such liability under the provisions of this Article.

6.6 Continuation of Indemnification.

The indemnification and advancement of expenses provided by or granted pursuant to this Article shall continue as to a person who has ceased to be a Manager, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person as well as the successors of any entity.

6.7 Indemnification.

Any indemnification permitted under subsection (a) shall be made only out of the assets of the Company, and no Member shall be obligated to contribute to the capital of, or loan funds to, the Company to enable the Company to provide such indemnification.

(a) In no event may an Indemnitee subject a Member to personal liability by reason of the indemnification provisions of this Agreement, except for the matters set forth in Section 6.4 and 7.1 hereof [*a requirement that a member who violates restriction upon the members is responsible to indemnify the company and the other members for any loss occurring from such violation*].

(b) The provisions of this Article VI are for the benefit of the Indemnitees and the heirs, successors, permitted assigns, administrators and personal representatives of the Indemnitees and shall not be deemed to create any rights for the benefit of any other Persons. The indemnification obligations under this Article VI shall survive the sale of Percentage Interests by any Member, the sale of the Property or any portion thereof by the Company, or the dissolution of the Company.

6.8 Survival.

The provisions of this Article VI shall survive for a period of two (2) years from the date of dissolution of the Company, provided that if at the end of such period there are any actions, proceedings or investigations then pending, an Indemnitee may so notify the Company and the Members at such time (which notice shall include a brief description of each such action, proceeding or investigation and the liabilities asserted therein) and the provisions of this Article VI shall survive with respect to each such action, proceeding or investigation set forth in such notice (or any related action, proceeding or investigation based upon the same or similar claim) until such date that such action, proceeding or investigation is finally resolved, and the obligations of the Company under this Article VI shall be satisfied solely out of Company assets.