

(II) EACH PERSON DEALING WITH A MEMBER IS PRESUMED TO HAVE KNOWLEDGE THAT THE MEMBER HAS NO AUTHORITY TO ACT FOR THE LIMITED LIABILITY COMPANY SOLELY BY VIRTUE OF BEING A MEMBER.

(B) NOTWITHSTANDING A PROVISION IN THE ARTICLES OF ORGANIZATION OR OPERATING AGREEMENT THAT THE AUTHORITY OF A MEMBER TO ACT FOR THE LIMITED LIABILITY COMPANY SOLELY BY VIRTUE OF BEING A MEMBER IS LIMITED, A PERSON DEALING WITH A MEMBER MAY ESTABLISH:

(1) THAT THE MEMBER IS AN AGENT OF THE LIMITED LIABILITY COMPANY; OR

(2) THAT THE LIMITED LIABILITY COMPANY SHOULD BE ESTOPPED FROM DENYING THAT THE MEMBER WAS ITS AGENT.

(C) UNLESS THE ACT OF A MEMBER IS AUTHORIZED BY THE LIMITED LIABILITY COMPANY, THE ACT OF A MEMBER THAT IS NOT APPARENTLY FOR THE CARRYING ON OF THE BUSINESS OF THE LIMITED LIABILITY COMPANY IN THE USUAL WAY DOES NOT BIND THE LIMITED LIABILITY COMPANY.

(D) UNLESS THE MEMBERS UNANIMOUSLY CONSENT OR UNLESS ALL OTHER MEMBERS HAVE ABANDONED THE BUSINESS, NO MEMBER HAS AUTHORITY TO:

(1) ASSIGN THE PROPERTY OF THE LIMITED LIABILITY COMPANY IN TRUST FOR CREDITORS OR ON THE ASSIGNEE'S PROMISE TO PAY THE DEBTS OF THE LIMITED LIABILITY COMPANY;

(2) DISPOSE OF THE GOODWILL OF THE BUSINESS;

(3) DO ANY OTHER ACT WHICH WOULD MAKE IT IMPOSSIBLE TO CARRY ON THE ORDINARY BUSINESS OF THE LIMITED LIABILITY COMPANY;

(4) CONFESS A JUDGMENT; OR

(5) SUBMIT A LIMITED LIABILITY COMPANY CLAIM OR LIABILITY TO ARBITRATION OR REFERENCE.

~~(E) EXCEPT AS OTHERWISE AGREED, A MEMBER, TO THE EXTENT THE MEMBER ACTS AS AN AGENT OF THE LIMITED LIABILITY COMPANY, SHALL ACCOUNT TO THE LIMITED LIABILITY COMPANY FOR ANY BENEFIT AND HOLD AS TRUSTEE FOR IT, ANY PROFITS THAT THE MEMBER DERIVES WITHOUT THE CONSENT OF THE LIMITED LIABILITY COMPANY FROM A TRANSACTION CONNECTED WITH THE FORMATION, CONDUCT, OR LIQUIDATION OF THE LIMITED LIABILITY COMPANY OR FROM THE MEMBER'S USE OF ITS PROPERTY.~~