

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

State of Formation:

Effective Date:

Article I – Formation

This Limited Liability Company Operating Agreement (this “Agreement”) is entered into by and among the Members listed herein and governs the operation and management of the Limited Liability Company formed pursuant to the laws of the State indicated above.

Article II – Name and Principal Place of Business

The name of the Limited Liability Company (the “Company”) shall be as set forth in the formation documents filed with the State. The principal place of business of the Company shall be as determined by the Members and may be changed from time to time.

Article III – Purpose

The purpose of the Company is to engage in any lawful business for which Limited Liability Companies may be organized under the laws of the State of Formation and to exercise all powers and rights permitted under such laws.

Article IV – Members and Capital Contributions

The Members of the Company and their respective initial capital contributions are set forth in the attached Exhibit A. Additional contributions shall be made only with the unanimous consent of the Members. No Member shall be required to make additional capital contributions.

Article V – Profits, Losses, and Distributions

Profits and losses of the Company shall be allocated to the Members in proportion to their respective Percentage Interests as set forth in Exhibit A. Distributions shall be made to the Members at such times and in such amounts as determined by the Members.

Article VI – Management

The Company shall be managed by its Members unless otherwise agreed in writing. The Members shall have full authority to make all decisions regarding the business and affairs of the Company.

Article VII – Meetings and Voting

Meetings of the Members may be held at times and places as determined by the Members. Each Member shall have voting power proportional to their Percentage Interest. Unless otherwise required by law or this Agreement, decisions shall be made by a majority of the Percentage Interests.

Article VIII – Books, Records, and Tax Matters

The Company shall maintain complete and accurate books and records. The Members shall have access to such books and records at reasonable times. The Company shall file all tax returns as required by law and provide Members with necessary tax information.

Article IX – Transfers and Assignments

No Member may transfer or assign all or any part of their interest in the Company without the prior written consent of the other Members, which consent shall not be unreasonably withheld.

Article X – Dissolution and Winding Up

The Company shall be dissolved upon the occurrence of any event requiring dissolution under applicable law or upon the unanimous vote of the Members. Upon dissolution, the Company's assets shall be liquidated and distributed first to creditors and then to Members in accordance with their respective interests.

Article XI – Indemnification

The Company shall indemnify and hold harmless each Member and manager from any claims or liabilities arising from the operations of the Company to the fullest extent permitted by law.

Article XII – Amendments

This Agreement may be amended only by a written agreement signed by Members holding at least a majority of the Percentage Interests, or as otherwise required by law or this Agreement.

Article XIII – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Formation, without regard to conflict of laws principles.

Article XIV – Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

Article XV – Entire Agreement

This Agreement constitutes the entire agreement among the Members relating to the Company and supersedes all prior agreements and understandings.

MEMBER NAME

MEMBER SIGNATURE

Print Name: _____

Signature: _____

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