

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

[COMPANY NAME], LLC

This Operating Agreement (the "Agreement") is entered into by and among the Members whose signatures appear at the end hereof, for

1. Formation

The Members hereby form a Delaware limited liability company (the "Company") pursuant to the Act. The Company's name shall be as set forth above. The Company's principal place of business shall be determined by the Members. The term of the Company shall continue until dissolved pursuant to this Agreement.

2. Purpose

The purpose of the Company is to engage in any lawful business activity for which limited liability companies may be organized under the Act, and to engage in any and all activities incidental or related thereto as determined by the Members.

3. Registered Agent and Office

The Company's registered agent and registered office in the State of Delaware shall be as designated in the Certificate of Formation or as otherwise designated by the Members in accordance with the Act.

4. Members and Capital Contributions

The Members and their respective initial capital contributions are as set forth in Exhibit A attached hereto. Additional Members may be admitted upon unanimous consent of the existing Members. No Member shall be required to make additional capital contributions unless unanimously agreed in writing.

5. Allocations 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 at such times and in such amounts as determined by the Members, subject to compliance with the Act and the financial condition of the Company.

6. Management

The Company shall be managed by its Members. Each Member shall have authority to bind the Company in the ordinary course of business. Decisions shall be made by majority vote unless otherwise provided in this Agreement or by law.

7. Meetings of Members

Regular meetings of the Members may be held at times and places as determined by the Members. Special meetings may be called by any Member upon reasonable notice to all other Members. A quorum shall consist of Members holding a majority of the percentage interests.

8. Books, Records, and Tax Matters

The Company shall maintain complete and accurate books and records of its operations and affairs. The fiscal year shall be the calendar year unless otherwise determined. The Members shall cause the Company to file such tax returns and elections as required by law.

9. Transfers of Membership Interests

No Member may transfer all or any part of its membership interest in the Company except in compliance with this Agreement and the Act. Any purported transfer in violation of this Agreement shall be null and void. The non-transferring Members shall have a right of first refusal to purchase the interest offered for transfer.

10. Dissolution and Winding Up

The Company shall be dissolved upon the occurrence of any event requiring dissolution under the Act or upon unanimous consent of the Members. Upon dissolution, the Company's affairs shall be wound up and assets distributed in accordance with the Act.

11. Indemnification

The Company shall indemnify and hold harmless the Members and any managers against any claims, demands, liabilities, or expenses arising out of their activities on behalf of the Company, to the fullest extent permitted by the Act.

12. 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 the Act.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to choice of law principles.

14. Entire Agreement

This Agreement, together with any exhibits or schedules attached hereto, constitutes the entire agreement among the Members regarding the Company and supersedes all prior agreements and understandings.

15. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full

force and effect.

16. Counterparts and Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one document. Signatures transmitted electronically shall have the same effect as original signatures.

MEMBER NAME

MEMBER NAME

Signature: _____

Signature: _____

Date: _____

Date: _____

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