VIRGINIA LIMITED LIABILITY COMPANY OPERATING AGREEMENT

Company Name: ______________________________ Principal Office Address: __________________

Article I – Formation

This Limited Liability Company Operating Agreement (the “Agreement”) is entered into for the purpose of forming a limited liability company under the laws of the Commonwealth of Virginia. The Members hereby form a Virginia Limited Liability Company (the “Company”) pursuant to and in accordance with the Virginia Limited Liability Company Act and all applicable laws.

Article II – Name

The name of the Company shall be as stated above, or such other name as the Members may hereafter determine in accordance with this Agreement and applicable law.

Article III – Purpose

The purpose of the Company is to engage in any lawful business activity for which limited liability companies may be organized under the laws of the Commonwealth of Virginia, and to have all powers necessary or convenient to effect any or all of the purposes for which the Company is formed.

Article IV – Principal Office

The principal office of the Company shall be located at the address indicated above or any other place as the Members may designate from time to time.

Article V – Registered Agent and Registered Office

The registered agent and registered office of the Company in the Commonwealth of Virginia shall be as set forth in the Articles of Organization or as otherwise designated by the Members in compliance with Virginia law.

Article VI – Members

The Company shall initially have the Members listed in the attached Schedule A. Additional Members may be admitted only upon the unanimous written consent of all existing Members.

Article VII – Capital Contributions

Each Member shall contribute capital to the Company as set forth in Schedule A. No Member shall be required to make any additional contributions unless agreed in writing by all Members.

Article VIII – 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 Schedule A. Distributions shall be made at such times and in such amounts as determined by the Members.

Article IX – Management

The Company shall be managed by its Members. Each Member shall have authority to act on behalf of the Company in the ordinary course of business. Significant decisions require the unanimous consent of all Members unless otherwise specified in this Agreement.

Article X – Meetings and Voting

Meetings of Members may be called by any Member. Notice of meetings shall be provided to all Members at least five (5) business days prior to the meeting. Each Member shall have voting power proportionate to their percentage interest.

Article XI – Transfer of Interests

No Member may transfer their interest in the Company without the prior written consent of all other Members. Any purported transfer without consent shall be void and of no effect.

Article XII – Dissolution and Winding Up

The Company shall be dissolved upon the unanimous written consent of the Members or as otherwise required by law. Upon dissolution, the Company shall wind up its affairs, pay or provide for all liabilities, and distribute remaining assets to the Members in accordance with their respective interests.

Article XIII – Indemnification

To the fullest extent permitted by law, the Company shall indemnify and hold harmless any Member, manager, or agent from any liability or expense incurred by reason of such person’s status or actions on behalf of the Company, except in cases of gross negligence or willful misconduct.

Article XIV – Books, Records, and Tax Matters

The Company shall maintain complete and accurate books and records. Each Member shall have access to such books and records. For federal and state tax purposes, a Member designated by unanimous consent shall act as the tax matters partner.

Article XV – Amendments

This Agreement may be amended only by the written consent of all Members. Amendments shall be effective only when properly documented and signed by all Members.

Article XVI – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The

Members consent to the exclusive jurisdiction and venue of the state and federal courts located within the Commonwealth of Virginia for any disputes arising out of this Agreement.

Article XVII – Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and be interpreted to best carry out the original intent of the parties.

Article XVIII – Entire Agreement

This Agreement, including all Schedules attached hereto, constitutes the entire agreement among the Members and supersedes all prior agreements, understandings, and representations.

MEMBER SIGNATURES

Signature: ___________________________ Signature: ___________________________