

_____, LLC

Operating Agreement
(Single Member)

THIS OPERATING AGREEMENT ("Agreement") of _____, LLC, a _____ limited liability company (the "Company"), is made effective as of _____, 201____, by _____ (the "Sole Member").

1. **Formation and Capitalization of Limited Liability Company**

1.1. **Organization; Term.** The parties hereby ratify and confirm the organization of the Company, pursuant to the _____ Limited Liability Company Act, as amended from time to time ("Act"), and the provisions of this Agreement and, for that purpose, have caused Articles of Organization for the Company to be prepared, executed and filed with the _____ on _____, 201____. The Company shall exist in perpetuity, or until such earlier time as it is dissolved and liquidated by its Sole Member.

1.2. **Member.** The Sole Member shall be the initial and only Member of the Company. If furtherance thereof, the Sole Member owns one hundred percent (100%) of the membership interests of the Company.

1.3. **Capitalization of the Company.** Simultaneously with the execution of this Agreement, the Sole Member shall contribute One Hundred and No/100 Dollars (\$100.00) to the capital of the Company.

2. **Management of the Company.** The Company shall be managed by the Sole Member, who shall have all of the powers granted to managers under the Act.

3. **Agent(s) for the Company.**

3.1. The Sole Member may, in his/her/its sole and absolute discretion, appoint one or more persons to act as agent(s) for the Company who shall then act in the name and stead of the Sole Member with respect to the matter(s) such agent(s) was appointed to accomplish. Any such appointment of an agent for the Company by the Sole Member shall (i) be made by written instrument duly executed by the Sole Member, and (ii) fully describe the specific business of the Company for which the agent is authorized to act. In furtherance of the foregoing, an agent may be authorized to execute contracts, deeds, leases, notes, mortgages and agreements which legally bind the Company.

3.2. Notwithstanding anything to the contrary in the previous Section 3.1 (including, without limitation, clauses (i) and (ii) thereof), the Sole Member's officers, if any, are expressly authorized to act for and on behalf of the Company.

4. **Taxation of the Company.** During such time that the Sole Member is the only member of the Company, the Company shall be disregarded for Federal income tax purposes in accordance with Treasury Regulations Sections 301.7701-1 et seq. In furtherance thereof, unless the Manager deems it appropriate for the Company to obtain its own taxpayer identification number, the Company shall engage its business under the taxpayer identification number of the Sole Member.

5. **General Provisions**

5.1. **Applicability of the Act.** Unless provided herein to the contrary, the affairs of the Company shall be governed by and in accordance with the Act.

5.2. **Complete Agreement.** This Agreement constitutes the complete and exclusive statement of the Sole Member regarding the formation and management of the Company. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. This Agreement may not be amended without the written consent of the Sole Member.

5.3. **Applicable Law.** All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State of _____.

5.4. **Section Titles.** The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

5.5. **Binding Provisions.** This Agreement is binding upon, and inures to the benefit of, the parties hereto and their successors, and assigns.

5.6. **Jurisdiction and Venue.** Any suit involving any dispute or matter arising under this Agreement may only be brought in any _____ State Court having jurisdiction over the subject matter of the dispute or matter. The Sole Member hereby consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

5.7. **Terms.** Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person may as the context require.

5.8. **Separability of Provisions.** Each provision of this Agreement shall be considered separable and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

5.9. **Termination.** This Agreement shall automatically become null and void and without further effect as such time that another person or party acquires a membership interest in the Company.

IN WITNESS WHEREOF, the parties have executed, or caused this Operating Agreement to be executed, under seal, as of the date set forth hereinabove.

WITNESS:

SOLE MEMBER:

Name: _____

Name: _____ [Seal]