DELAWARE LLC OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the “Agreement”) is entered into by and between the Members of the limited liability company n

1. Formation

The Members have formed a limited liability company pursuant to the Delaware Limited Liability Company Act (the “Act”). The rights and obligations of the Members shall be as provided in this Agreement and the Act.

2. Name

The name of the Company shall be as set forth in the Certificate of Formation filed with the Delaware Secretary of State.

3. Principal Place of Business

The principal place of business of the Company shall be as determined by the Members and may be changed from time to time.

4. Purpose

The purpose of the Company is to engage in any lawful business for which limited liability companies may be organized under the Act, and to do all things necessary, useful, or convenient in connection therewith.

5. Term

The term of the Company commenced upon the filing of the Certificate of Formation and shall continue until dissolved in accordance with this Agreement or by operation of law.

6. Members and Capital Contributions

The names, addresses, and initial capital contributions of the Members are as set forth in Exhibit A attached hereto. No Member shall be required to make any additional capital contributions except as agreed unanimously by all Members in writing.

7. Capital Accounts

A capital account shall be maintained for each Member in accordance with applicable Treasury Regulations. The capital account shall be increased by capital contributions and allocations of profits, and decreased by distributions and allocations of losses.

8. Allocations of Profits and Losses

Profits and losses of the Company shall be allocated to the Members in proportion to their respective percentage interests in the Company as set forth in Exhibit A.

9. Distributions

Distributions of cash or other assets shall be made to the Members at such times and in such amounts as determined by the Members, in proportion to their percentage interests, subject to applicable law.

10. Management

The Company shall be managed by its Members. Each Member shall have voting power proportionate to their percentage interest unless otherwise provided herein.

11. Meetings and Voting

Meetings of the Members may be held at such times and places as determined by the Members. Actions requiring Member approval shall require the affirmative vote of Members holding a majority of the percentage interests, unless otherwise specified.

12. Books, Records and Tax Matters

The Company shall maintain complete and accurate books and records. The Members shall designate a Tax Matters Partner in compliance with the Internal Revenue Code.

13. Transfer of Membership Interests

No Member may transfer all or any part of its interest in the Company without the prior written consent of the other Members, which consent may be withheld in their sole discretion, except as otherwise permitted herein.

14. Withdrawal and Dissociation

A Member may withdraw from the Company in accordance with the Act. Withdrawal shall not dissolve the Company except as provided by law or this Agreement.

15. Dissolution and Winding Up

The Company shall be dissolved upon the occurrence of any event requiring dissolution under the Act or upon the unanimous written consent of the Members. Upon dissolution, the Company shall wind up its affairs and distribute assets in accordance with the Act.

16. Indemnification

The Company shall indemnify and hold harmless the Members and any managers to the fullest extent permitted by applicable law against any and all losses, claims, damages, liabilities, and expenses arising from their capacity as such, except for gross negligence or willful misconduct.

17. Amendments

This Agreement may be amended only by the written consent of Members holding at least a majority of the percentage interests, unless a greater percentage is required by this Agreement or applicable law.

18. Governing Law

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

19. 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.

20. Entire Agreement

This Agreement constitutes the entire agreement of the Members with respect to the subject matter hereof and supersedes all prior agreements and understandings.

Exhibit A – Members, Addresses, Capital Contributions and Percentage Interests

Member Name	Address	Capital Contribution	Percentage Int

MEMBER SIGNATURES

Signature: ___________________________

Name: ________________________________

Date: ________________________________