

OPERATING AGREEMENT OF SINGLE MEMBER LIMITED LIABILITY COMPANY

State of Formation: _____ Effective Date: _____

Member Information:

Member Name: _____

Address: _____

Email / Phone: _____

Company Information:

Company Name: _____

Principal Place of Business: _____

Registered Agent: _____

Registered Office Address: _____

Article I – Formation

The Member has formed a Limited Liability Company (LLC) pursuant to the laws of the State of _____. This Agreement governs the rights and duties of the Member and the operation of the Company.

Article II – Name

The name of the Company shall be _____ LLC (the "Company").

Article III – Purpose

The purpose of the Company is to engage in any lawful business for which a limited liability company may be organized under the laws of the State of _____.

Article IV – Principal Place of Business

The principal place of business of the Company shall be located at the address set forth above or as otherwise determined by the Member.

Article V – Term

The Company shall continue until dissolved pursuant to this Agreement or applicable law.

Article VI – Member and Capital Contributions

The sole Member is _____. The Member has contributed capital to the Company as agreed upon, and no additional contributions are required unless agreed in writing.

Article VII – Ownership Interest

The Member owns 100% of the Company.

Article VIII – Management

The Company shall be managed solely by the Member, who shall have full authority to act for the Company, including entering into contracts, hiring employees, and managing daily operations.

Article IX – Limited Liability

The Member shall not be personally liable for any debts, obligations, or liabilities of the Company beyond the

Member's capital contributions, except as required by law.

Article X – Distributions

The Member shall be entitled to all profits and losses of the Company and may take distributions at the Member's discretion, subject to applicable law.

Article XI – Tax Treatment

The Company shall be treated as a disregarded entity for federal and state income tax purposes unless otherwise elected.

Article XII – Books and Records

The Company shall maintain complete and accurate books and records. The Member shall have access to all Company records at all reasonable times.

Article XIII – Bank Accounts

The Company shall maintain its own bank accounts separate from the Member's personal accounts.

Article XIV – Indemnification

The Company shall indemnify the Member to the fullest extent permitted by law against expenses and liabilities incurred in connection with the Company.

Article XV – Transfers of Interest

The Member may not transfer or assign any ownership interest in the Company without the prior written consent of the Company.

Article XVI – Dissolution

The Company shall dissolve upon the Member's decision or as otherwise required by law. Upon dissolution, the Company's assets shall be liquidated and distributed to satisfy liabilities and thereafter to the Member.

Article XVII – Governing Law

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

Article XVIII – Amendments

This Agreement may be amended only by a written agreement signed by the Member.

Article XIX – Entire Agreement

This Agreement constitutes the entire agreement of the Member with respect to the Company and supersedes all prior agreements or understandings.

Article XX – Severability

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

Article XXI – Notices

All notices or communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, or mailed by certified mail to the addresses set forth above or as updated in writing.

Article XXII – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an

original, but all of which together shall constitute one and the same instrument.

MEMBER'S SIGNATURE

Signature: _____

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