

SINGLE MEMBER LLC OPERATING AGREEMENT

This Single Member LLC Operating Agreement (the "Agreement") is entered into as of the _____ day of _____ , 20 _____ , by and between the following sole member (the "Member"):

Member Name: _____

Address: _____

City, State, ZIP: _____

RECITALS

WHEREAS, the Member desires to form a limited liability company under the laws of the State of _____ (the "State") for the purposes set forth herein;

NOW, THEREFORE, the Member hereby agrees as follows:

1. FORMATION

The Member has formed a limited liability company (the "Company") under the name _____ , pursuant to the provisions of the Limited Liability Company Act of the State (the "Act"). The Member shall execute and file any necessary documents to comply with the laws of the State, including but not limited to the Articles of Organization.

2. PRINCIPAL OFFICE

The principal office of the Company shall be located at:

Address: _____

City, State, ZIP: _____

3. PURPOSE

The purpose of the Company is to engage in any lawful business for which a limited liability company may be organized under the Act and to engage in any and all activities necessary or incidental thereto.

4. MANAGEMENT

The Company shall be managed by the Member. The Member shall have full authority to manage and control the business and affairs of the Company, including but not limited to the power to enter into contracts, hire employees, and make financial decisions.

5. CAPITAL CONTRIBUTIONS

The Member has contributed the following capital to the Company:

Amount: \$ _____

Description of Contribution: _____

The Member may make additional capital contributions as deemed necessary or appropriate.

6. ALLOCATIONS AND DISTRIBUTIONS

All profits and losses of the Company shall be allocated to the Member. Distributions shall be made to the Member at such times and in such amounts as determined by the Member, subject to the availability of funds and compliance with applicable law.

7. INDEMNIFICATION

The Company shall indemnify the Member to the fullest extent permitted by law against any and all expenses and liabilities incurred in connection with the Company, except in cases of gross negligence or willful misconduct by the Member.

8. LIMITATION OF LIABILITY

The Member shall not be personally liable for any debts, obligations, or liabilities of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a Member. The liability of the Member is limited to the extent of their capital contributions.

9. AMENDMENTS

This Agreement may be amended only by a written agreement signed by the Member. Any amendment must be consistent with the Act and applicable law.

10. TERMINATION

The Company shall dissolve and its affairs shall be wound up upon the occurrence of any of the following events:

- a. The decision of the Member to dissolve the Company.
- b. Any other event causing dissolution of the Company under the Act.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ . The Member agrees to submit to the jurisdiction of the courts located within the State for any disputes arising under this Agreement.

12. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be reformed to the minimum extent necessary to make it valid and enforceable.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Member.

14. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or sent by certified mail, return receipt requested, to the Member at the address set forth above. Notices may also be sent via electronic mail to an address provided by the Member.

15. DEFAULT AND REMEDIES

In the event of a default by the Member in the performance of any obligation under this Agreement, the Company may pursue all remedies available at law or in equity, including specific performance and damages.

IN WITNESS WHEREOF, the undersigned has executed this Single Member LLC Operating Agreement as of the date first above written.

Signature: _____

Printed Name: _____

Date: _____

WITNESS:

Signature: _____

Printed Name: _____

Date: _____

NOTARY ACKNOWLEDGMENT:

State of _____

County of _____

On this _____ day of

_____, 20 _____,

before me, the undersigned, a Notary Public in and for said State, personally appeared

_____, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public Signature: _____

Printed Name: _____

My Commission Expires: _____

1. Added requirement for filing Articles of Organization.
2. Clarified management powers and responsibilities.
3. Included provision for additional capital contributions.
4. Specified conditions for indemnification.
5. Limited Member's liability to capital contributions.
6. Added jurisdiction clause under governing law.
7. Included reformation clause under severability.
8. Expanded notice provisions to include electronic mail.
9. Added default and remedies clause for enforceability.