

AMERICAN CORPORATE ENTERPRISES, INC. SAMPLE OPERATING AGREEMENT DRAFT. THIS IS A SAMPLE OF WHAT IS PROVIDED WITH OUR NEVADA LLC ORGANIZATION PACKAGES. CALL US AT (888) 274-1130 IF YOU HAVE ANY QUESTIONS.

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**OPERATING AGREEMENT
OF**

A Nevada Limited Liability Company

The undersigned are all of the members of the above Nevada Limited Liability Company and hereby adopt the following Operating Agreement pursuant to the Nevada XXX.

ARTICLE I

OFFICES

Section 1.1 PRINCIPAL OFFICE. The principal office of the company in the State of Nevada, shall be located in the City of Carson City, County of Carson. The company may have such other offices, either within or outside of the State of Nevada as the xxxxxxx may designate, or as the business of the company may require from time to time.

Section 1.2 REGISTERED OFFICE. The registered office of the company, required by the Act to be maintained in the State of Nevada, may be, but need not be, identical with the principal office in the State of Nevada, and the address of the registered office may be changed from time to time by the xxxxxxx.

ARTICLE II

MEMBERS

Section 2.1 ADMISSION OF MEMBERS. After the filing of the company's original Articles of Organization, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

**Section 2.2 INTEREST IN LIMITED LIABILITY COMPANY –
TRANSFERABILITY OF INTEREST.**

Section 2.2.1. The interest of each member in the company constitutes the personal property of the member and may be XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX. However, if all of the other members of the company, other than the member proposing to dispose of the member's interest, do not approve of the proposed transfer or assignment by xxxxxxxxxxxxxxxxxxxx, the transferee of the xxxxxxxxxxxxxxxxxxxx and affairs of the company xxxxxxxxxxxxxxxxxxxx. The transferee shall only be entitled to receive the share of profits or other compensation xxxxxxxxxxxxxxxxxxxx, to which that member would otherwise be entitled.

Section 2.2.2. A xxxxxxxxxxxxxxxxxxxx all the rights and powers of a member who has xxxxxxxxxxxxxxxxxxxx in the company with the unanimous written consent of all the other members of the company. The substituted xxxxxxxxxxxxxxxxxxxxof the assigning member except that the assignment does not xxxxxxxxxxxxxxxxxxxx of the Act, or this Operating Agreement.

Section 2.3 XXXXXXXXXXXXXXXX AGAINST A MEMBER. On application to a court of competent jurisdiction xxxxxxxxxxxxxxxxxxxx of the member with payment of the unsatisfied amount of the judgment with interest. To the extent so charged, the xxxxxxxxxxxxxxxxxxxx interest. This agreement shall not deprive any member of the benefit xxxxxxxxxxxxxxxxxxxx to the member's membership interest.

Section 2.4 ANNUAL MEETING. An annual meeting of the members shall be held at such time on such day as shall be fixed by the xxxxxxx commencing with the xxxxxxxxxxxxxxxxxxxx. The purpose of the meeting shall be to elect xxxxxxx and the transaction of such other business as may come prior to the meeting. The day fixed for the annual meeting shall not be xxxxxxxxxxxxxxxxxxxx in the State of Nevada. If the election of xxxxxxx shall not be held on the day designated herein for the annual meeting of the members, or at the adjournment thereof, the xxxxxxx shall cause the election xxxxxxxxxxxxxxxxxxxx as may be convenient.

Section 2.4.1. Failure to hold the annual meeting at the designated time shall xxxxxxxxxxxxxxxxxxxx of the company.

Section 2.4.2. At the first annual meeting of members and at each annual meeting thereafter, xxxxxxxxxxxxxxxxxxxx until the next succeeding annual meeting, except as provided in xxxxxxxxxxxxxxxxxxxx. Each member xxxxxxxxxxxxxxxxxxxx for the term for which the manager is elected and until the manager's successor has been elected and qualified.

Section 2.5 XXXXXXXXXXXXXXXX XXXXXXXX. Xxxxxxxxx xxxxxxxxxxxxxxxxxxxx, xxxxxxxxxxxxxxxxxxxx the Articles of Organization may provide that the xxxxxxx be xxxxxxxxxxxxxxxxxxxx. Each xxxxxxx shall be xxxxxxx as possible. The term of office for xxxxxxx of the first class shall xxxxxxxxxxxxxxxxxxxx, that of

xxxxxxx of the second class to expire at the second annual meeting xx, and that of xxxxxxx of the third class, if any, to expire at the third annual meeting xx. At each annual meeting after such classification, the number of xxxxxxx equal to the number of the class whose term expires at the time of such meeting shall be elected to hold office until the second succeeding annual meeting, xxxxxxxxxxxxxxxxxxxxxxxx , or until the third succeeding annual meeting, xxx xxxxx are three classes. No classification of xxxxxxx shall be effective prior to the first annual meeting of members.

Section 2.6 SPECIAL MEETINGS. Special meetings of the members may be called by any manager or xxxxxxx, by not less than one-tenth of all the members entitled to vote at the meeting, or by such other persons as may be provided in the Articles of Organization.

Section 2.7 PLACE OF MEETINGS. The xxxxxxx may designate any place, either within or outside of the State of Nevada, as the place of meeting for any annual meeting or for any special meeting called by the xxxxxxx. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the company in the State of Nevada.

Section 2.8 NOTICE OF MEMBERS' MEETINGS.

Section 2.8.1. Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose for which the meeting is called shall be xx either personally or by xx of any manager or person calling the meeting to each member of record entitled to vote at such meeting.

Section 2.8.2. Notice to members, if mailed, shall be deemed delivered as to any member xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, xxxxxx, but, if three successive letters mailed to the last-known address of any member are returned as undeliverable, no further notices to such member shall be necessary until another address for such member is made known to the company.

Section 2.8.3. Xxxxxxxx a meeting is xx if the time and place thereof are announced at the meeting at which the xxxxxxxxxxxxxxxxxxxxxxxx is taken. At the adjourned meeting the company may transact any business which might have been transacted at the original meeting. If the xxxxxxxxxxxxxxxxxxxxxxxx, a notice of the xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx shall be given to each member entitled to vote at the meeting.

Section 2.9 XXXXXX OF NOTICE.

Section 2.9.1. XXXXXXXX any notice is required to be given to any member of the company under the provisions of the Articles of Organization or this Operating Agreement, XXXXXXXXXXXX in writing signed by XXXXXXXXXXXX to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

Section 2.9.2. By attending a meeting, a XXXXXX :

2.9.2.1. Waives objection to lack XXXXXXXXXXXXXXXXXXXX of such meeting unless XXXXXXXXXXXX, at the beginning XXXXXXXXXXXX objects to the holding of the meeting or the transacting of business at the meeting;

2.9.2.2. Waives objection to consideration at such meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the member objects to considering the matter XXXXXXXX it is presented.

Section 2.10 XXXXXX RECORD. The person having charge of the membership records of the company shall make, at XXXXXXXXXXXX before such meeting of members, a completeXXXXXXXXXXXXXXXXXXXX at each meeting of members or any adjournment thereof, XXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXXXXXof each. The record, for XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX prior to such meeting, shall be kept on file at the principal office of the company, whether within or outside of the State of Nevada, and shall be XXXXXXXXXXXXXXXXXXXX by any member for any proper purpose germane to the meeting at any time during usual business hours. XXXXXXXXXXXX and kept open at the time and place of the meeting and shall be subject to the XXXXXXXXXXXXXXXXXXXX during the whole time of the meeting for the purposes thereof. The original XXXXXXXXXXXXXXX shall be the prima facie XXXXXXXXXXXXXXXXXXXX entitled to examine XXXXXXXXXXXXXXX or to vote at any meeting of members.

Section 2.11 QUORUM OF MEMBERS - VOTE REQUIRED. Unless otherwise provided in the Articles of Organization, a majority of the members entitled to vote shall constitute a quorum at the meeting of members. If a quorum is present, the affirmative vote of the majority of the members represented at the meeting and entitled to vote on the subject matter shall be the act of the members, unless the vote of a greater proportion or number or voting by classes is required by the Act or the Articles of Organization. If a quorum is not represented at any meeting of the members, such meeting may be adjourned for a period not to exceed sixty days at any one adjournment.

Section 2.12 VOTING OF MEMBERSHIPS BY CERTAIN MEMBERS.

Section 2.12.1. Membership standing in xxxxxxxxxxxxxxxxxxxxxxx may be voted by xxxxxxxxxxxxxxxxxxxxxxx may prescribe, or, in xxxxxxxxxxxxxxx of such provision, as the xxxxxxxxxxxxxxx may determine. If a member is a xxxxxxxxxxxxxxxxxxxxxxx and is xxxxxxxxxxxxxxx, the powers of that member may be exercised by xxxxxxxxxxxxxxx.

Section 2.12.2. If a member _____ of competent jurisdiction adjudxxxxxxxxxxxxxxxxxxxxto manage the member's person or the member's property, xxxxxxxxxxxxxxx or other legal representative xxxxxxxxxxxxxxx for the purpose of xxxxxxxxxxxxxxx or administering the member's property.

Section 2.12.3. A member xxxxxxxxxxxxxxx are pledged shall be entitled to vote such membership until the membership has been transferred into the name of the pledgee. No transfer to a pledgee may occur without the unanimous consent of the remaining members.

Section 2.13 INFORMAL ACTION BY MEMBERS.

Section 2.13.1. Unless the _____, action required or permitted to be taken at a members' meeting may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each member entitled to vote. Action taken under this subsection 2.13.1 is effective xxxxxxxx all members entitled to vote have signed the consent, unless the consent specifies a different effective date.

Section 2.13.2. Written consent of the members entitled to vote has the same force and effect as a unanimous vote of such members and may be stated as such in any document.

Section 2.14 VOTING BY BALLOT. Voting on any question or in any election may be by voice vote unless the presiding officer shall order or any member shall demand that voting be by ballot.

Section 2.15 NO CUMULATIVE VOTING. No member shall be permitted to cumulate the member's votes by giving one candidate as many votes as the number of such xxxxxxx multiplied by the number of the member's shares shall equal, or by distributing such votes on the same principle among any number of candidates.

Section 2.16 XXXXXXXXXXXXX AND RESIGNATION.

Section 2.16.1 Interim xxxxxxxxxxxxxxx. Except as provided xxxxxxx, a member is entitled to xxxxxxxxxxxxxxx before the member's resignation from the company and before xxxxxxxxxxxxxxx thereof to the extent and at the times or upon the happening of the events specified in xxxxxxxxxxxxxxx.

Section 2.16.2 Resignation of member. A member may resign from the company at any time by giving written notice to the other members, but, if the resignation xxxxxxxxxxxxxxxxxxxxxxxx, the company may recover from the resigning member damages xxxxxxxxxxxxxxxxxxxxxxxx and offset the damages xxxxx the amount otherwise xxxxxxxxxxxxxxxxxxxxxxxx.

Section 2.16.3 Distribution upon resignation. Upon resignation, any resigning member is entitled _____ to which the member is entitled under this Operating Agreement, and, if not otherwise provided in this Operating Agreement, the member is entitled to receive, _____ in the company as of the date of resignation based upon the member's right to share in distributions from the company.

Section 2.16.4 Distribution _____. A member, regardless of the nature of the member's contribution, has no right _____ and no obligation to accept a distribution of _____. A member may not be compelled to accept a distribution of _____ from the company to the extent that the member's share of that asset which is equal to the percentages in which the member shares in distributions from the company.

Section 2.16.5 Right to _____. At the time a member becomes entitled to receive _____ of and is entitled to all _____ to a creditor of the company with respect to the distribution.

Section 2.16.6 Limitations on distribution. A member may not receive a distribution from the company to the extent that, after giving effect to the distribution, all liabilities of the company, other than liabilities to members on account of their membership interests, would exceed the fair value of the company assets.

Section 2.16.7 Liability upon return of contribution.

2.16.7.1. If a member has received the return of any part of the member's contribution without violation of the Operating Agreement or the Act, the member is liable to the company for a period of six years thereafter for the amount of the returned contribution, but only to the extent necessary to discharge the company's liability to creditors who extended credit to the company during the period the contribution was held by the company.

2.16.7.2. If a member has received the return of any part of the member's contribution in violation of the Operating Agreement or the Act, the member is liable to the company for a period of six years thereafter for the amount of the contribution wrongfully returned.

2.16.7.3. A member receives a return of the member's contribution to the extent that a distribution to the member reduces the member's share of the fair value of the net assets of the company below the value, as set forth in the records required to be kept pursuant to the Operating Agreement, of the member's contribution which has not been distributed to the member.

ARTICLE III

XXXXXXX

Section 3.1 MANAGEMENT OF THE COMPANY.

Section 3.1.1. Management of the company's business and affairs shall be . Exhibit A to this Operating Agreement may responsibility or voting power among the several are two or more, in any manner or upon any basis not inconsistent with the Act.

Section 3.1.2. Xxxxxxxx shall be natural persons eighteen years of age or older but need not be unless the so requires. The may prescribe other qualifications for xxxxxxxx.

Section 3.2 DUTIES OF MANAGER.

Section 3.2.1. A manager shall perform the duties of a manager in good faith, in a manner the manager reasonably believes to be in the best interests of the company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A person who so performs of the company.

Section 3.2.2. In performing the manager's duties, a manager shall be entitled to has knowledge concerning the matter in question that would cause such :

3.2.2.1. One or more whom the manager reasonably believes to be reliable and competent in the matters presented;

3.2.2.2. Any _____ as to matters which the manager _____ to be within such person's professional or expert competence; or

3.2.2.3. A committee upon which the manager does not serve, duly _____, as to matters within its _____, which committee the manager reasonably believes to merit confidence.

Section 3.2.3. A manager shall have _____ of either the _____ or xxxxxxxxxxxx.

Section 3.2.4. Every xxxxxx is an agent of the company for the purpose of its business, and _____

_____ is dealing has knowledge of the fact that the manager has no such authority.

Section 3.3 ELECTION AND TERM OF XXXXXXXX. The number of xxxxxxxx of the company shall be as stated in Exhibit A to this Operating Agreement. The number of xxxxxxxx may be increased or decreased by amendment to this Operating Agreement, but no decrease shall have the effect of shortening the term of any incumbent manager. The initial xxxxxxxx xx until the first annual meeting of members and until their successors have been elected and qualified. With respect to the rights of members to vote for xxxxxxxx, xxxxxxxx shall be elected by a majority of the members. Each manager xx until the next annual meeting of members or until a successor shall have been elected and qualified.

Section 3.4 REGULAR MEETINGS. A regular meeting of the xxxxxxxx shall be _____, and at the same place as, the annual meeting of members. The xxxxxxxx may provide, by resolution, the time and place, either within or without the State of Nevada, for the holding of additional regular meetings without other notice than such resolution.

Section 3.5 SPECIAL MEETINGS. Special meetings of the xxxxxxxx may be _____ . The person or persons authorized to _____ of the xxxxxxxx may fix any place, either within or without the State of Nevada, as the place for holding any special meeting of the xxxxxxxx called by them.

Section 3.6 NOTICE. Written notice of any special meeting of xxxxxxxx shall be given as follows:

Section 3.6.1. By mail to each manager at the manager's

Section 3.6.2.

, to the residence address of each manager. If mailed, such notice shall be deemed to be delivered xxxxxxxx deposited in the United States mail, so addressed, with postage thereon prepaid. If notice be given by telegram, or facsimile transmission such notice shall be deemed to be delivered xxxxxxxx the

called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the xxxxxxxx need be specified in the notice or waiver of notice of such meeting.

Section 3.7 QUORUM. A majority of the number of xxxxxxxx shall constitute a quorum at any meeting of the xxxxxxxx, but if less than such majority is present at a meeting, a majority of the xxxxxxxx present may adjourn the meeting from time to time without further notice.

Section 3.8 MANNER OF ACTING. Except as otherwise provided, the act of the majority of the xxxxxxxx present at a meeting at which a quorum is present shall be the act of the xxxxxxxx.

Section 3.9 INFORMAL ACTION BY XXXXXXXX. Any action required or permitted to be taken by the xxxxxxxx or by a committee thereof at a meeting shall be signed by all of the xxxxxxxx or all of the committee members entitled to vote with respect to the subject matter thereof.

Section 3.10 PARTICIPATION BY ELECTRONIC MEANS. Any manager may participate in a meeting of the xxxxxxxx or committee by means of electronic means by which all persons participating in the meeting can hear each other at the same time. Such participation shall be deemed to be in person at the meeting.

Section 3.11 VACANCIES. Any vacancies occurring in the group of xxxxxxxx may be filled by written agreement of a majority of the remaining xxxxxxxx. A manager chosen to fill a vacancy shall serve the unexpired term of the manager's predecessor in office. If there is an increase in the number of xxxxxxxx shall be filled by written agreement of a majority of the xxxxxxxx then in office or called for that

purpose. A manager chosen to fill a position resulting from an increase in the number of xxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx until the next annual meeting of members and until the manager's successor has been elected and qualified.

Section 3.12 RESIGNATION. Any manager of the company may resign at any time by giving written notice to the remaining xxxxxxxx. The resignation of any manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Xxxxxxxx one or more xxxxxxxx shall resign from the managerial position, effective at a future date, a majority of the xxxxxxxx then in office, including those who have so resigned, shall have power to fill to take effect xxxxxxxx such resignation or resignations shall become effective.

Section 3.13 REMOVAL OF XXXXXXXX. At a member's meeting called expressly for that purpose, all xxxxxxxx of members may be removed from office cause by All xxxxxxxx or any lesser number may be removed from office cause by of the members then entitled to vote at an election of xxxxxxxx.

Section 3.14 COMMITTEES. By resolution adopted by a majority of the xxxxxxxx, the xxxxxxxx may designate two or more xxxxxxxx to , any of which shall have such authority in the management of the company as the xxxxxxxx shall designate and as shall .

Section 3.15 COMPENSATION. By resolution of the xxxxxxxx and irrespective of any personal interest of any of the members, as manager or a of the xxxxxxxx or both. No such payment shall preclude any manager from serving the company in any other capacity and receiving compensation therefor.

Section 3.16 PRESUMPTION OF ASSENT. A manager of the company who is present at a meeting of the xxxxxxxx at which action on any matter taken shall be shall forward such dissent by registered mail to the Secretary of the company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a of such action.

ARTICLE IV

CONTRACTING DEBT AND COMPANY PROPERTY

Section 4.1 CONTRACTING DEBT.

or the _____, no debt shall be contracted or liability incurred by or on behalf of the company, except by one or more of its xxxxxxx.

Section 4.2 COMPANY PROPERTY. Real and

_____, in the company name. _____ for the acquisition, mortgage, or disposition of property of the company shall be valid and binding upon the company if executed by one or more xxxxxxx of the company.

Section 4.3 BUSINESS TRANSACTIONS OF THE COMPANY. Except as

_____ WITH _____, a _____ with the company and, subject to other applicable law, has the same rights and obligations with respect thereto as a person who is not a member or manager; except that this section shall not be construed to _____ from any of that manager's duties as specified in the _____.

ARTICLE V

FISCAL YEAR AND FINANCES

Section 5.1 FISCAL YEAR. The fiscal year of the company shall end on the last day of December in each calendar year.

Section 5.2

ORIGINALLY CONTRACTED FOR _____ services and _____ or property or to perform services. The contribution of each member shall be as _____ in Exhibit A.

Section 5.3 LIABILITY

Section 5.3.1. A member is

enforceable _____, even if the member is unable to perform because of death, disability, or any other reason.

_____, at the option of the company to contribute cash equal to that portion of the value, as stated in the company records required to be _____ that has not been made.

Section 5.3.2. The obligation of a member to make a contribution or return money or other _____ in violation of this section may be compromised _____ . Notwithstanding the

compromise, a creditor of the company who extends credit or otherwise acts in reliance on the

Section 5.3.3. No promise by a member to contribute to the company is

Section 5.4 SHARING OF PROFITS AND LOSSES. The profits and losses of the company shall be in the manner

allocated on the basis of the value, as stated in , profits and losses shall be kept pursuant , of the contributions made required to be

Section 5.5 SHARING OF DISTRIBUTIONS. Distributions of cash or other assets of the company shall be allocated among the members, and among classes of members, distributions shall be made on the basis of value, as stated in the company records required to be kept pursuant to of the contributions made by each member.

ARTICLE VI

LIABILITY AND INDEMNIFICATION

Section 6.1 LIABILITY OF MEMBER . Members and xxxxxxx of the company are not liable under the articles of incorporation, or liability of the company.

Section 6.2 INDEMNIFICATION OF XXXXXXX, EMPLOYEES OR AGENTS.

Section 6.2.1. As used in this section 6.2:

6.2.1.1. "Expenses" includes attorney fees.

6.2.1.2. , fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable expense incurred with respect to a proceeding.

6.2.1.3. "

a manager, means the employment or agency relationship undertaken by the employee or agent on behalf of the company.

company or for any corporation, partnership, enterprise, or employee benefit plan.

6.2.1.4. "Party" includes an individual who was, is, or is threatened to be in a proceeding.

6.2.1.5. "Proceeding" means any threatened, pending or completed action, suit, or proceeding whether civil, criminal, administrative or investigative and whether formal or informal.

Section 6.2.2.1.

to incurred in any proceeding an individual made a party the individual is or was a manager if:

- I. The individual acted in good faith;
- II. The individual reasonably believed:
 - (a) In the case of conduct in the individual's official capacity as a manager of the company; or
 - (b) In all other cases, in the individual's personal interests; and
- III. In the case of any criminal proceeding, the individual had no

6.2.2.2. The termination of the company or its equivalent is not of itself determinative that the individual did not meet the standard of conduct

6.2.2.3. The company may under this subsection either:

- I. In connection with a proceeding by or in the right of the company in which to the company; or
- II. In connection with any proceeding charging improper personal benefit to the manager, whether or not involving action in the manager's official capacity in which the manager was adjudged liable on the basis that personal benefit was improperly received by the manager.

6.2.2.4. Indemnification permitted under this subsection 6.2.2 in connection with a proceeding by or in the right of the company is limited to reasonable expenses incurred in connection with the proceeding.

Section 6.2.3. Unless _____, the company shall be required to

_____ in defense of any proceeding in which the manager was a party, against reasonable expenses incurred by the manager in connection with the proceeding.

Section 6.2.4. Unless limited

_____ to the court conducting the proceeding or to another _____. On receipt of an application, the court, after giving any notice the court considers necessary, may order indemnification in the manner provided by law.

Section 6.2.5.1. a) The company may not indemnify a manager unless authorized in the specific case after a determination has been made that _____ is permissible in the circumstances _____ has met the standard of conduct

b) The determination required to be made by this subsection 6.2.5.1 shall be made by _____. _____ shall not include _____ are parties to the proceedings.

c) Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible.

Section 6.2.6.1. The company may pay for or reimburse the reasonable expenses _____ in advance of the final disposition of the proceeding if:

I. _____ The manager furnishes the company a written affirmation of the manager's _____ that the manager has met the standard of conduct _____;

II. _____ The manager furnishes _____ personally or on the manager's behalf, to repay the advance if it is determined that the manager did not meet _____; and

III. _____ A determination is made that the fact then known to those making the determination would not preclude indemnification

Section 6.2.6.2. The undertaking required _____ of this _____ be an unlimited general obligation of the manager but

need not be secured and may be accepted without reference to _____ to make repayment.

Section 6.3.6.3. Determinations and authorizations of payments under this shall be made in the manner specified

Section 6.2.7.1. The provision in indemnification of or advance for expenses to xxxxxxxx, except for insurance policies, shall be valid only if _____ with the

Section 6.2.7.2. This _____ not limit the company's power to _____ with the manager's appearance as a witness in a proceeding at a time xxxxxxxx the manager has not been made a named _____ in the proceeding.

Section 6.2.8. Unless limited by the _____ of Organization :

- a) The company may _____ of the company who is not a manager to the same extent as a manager; and
- b) The company may indemnify and advance expenses to an employee or agent of the company who is not a manager to a greater extent if consistent with law.

Section 6.2.9. The company may purchase and maintain insurance on behalf of

_____ against or incurred by such person in any such capacity or arising out of such person's status as such, whether or not the company would have the power to indemnify such person against such liability under the _____. Any such insurance may be procured from any insurance company designated by the members of the company, whether such insurance company is formed under the laws of this state or any other jurisdiction of the United States or elsewhere.

Section 6.2.10. Any indemnification of or advance of expenses to a manager in accordance with this section, if arising out of a proceeding by or on behalf of the company,

ARTICLE VII

RECORDS

Section 7.1 RECORDS.

Section 7.1.1. The company shall keep at the company office or, if none, at the registered office, the following:

7.1.1.1. A current list of the full name and last known business, residence, or mailing address of each member and manager, both past and present;

7.1.1.2. A copy of the Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

7.1.1.3. Copies of the company's federal, state, and local income tax returns and reports, if any, for the three most recent years;

7.1.1.4. Copies of any currently effective written operating agreements, copies of any writings permitted or required under Section 5.3, and copies of any financial statements of the company for the three most recent years;

7.1.1.5. Minutes of every annual and special meeting and any meeting ordered pursuant to Section 2.4 and 2.6;

7.1.1.6. Unless contained in a writing permitted or a statement prepared and certified as accurate by a manager of the company which describes:

I. The amount of cash and a description and statement of the agreed value of the other property or service _____ in the future;

II. The times at which or events on the happening of which any additional _____ are to be made;

III. If agreed upon, the time at which or the events on the happening of which a _____

_____ and the terms and conditions of the termination and distribution;

IV. Any right of a member to receive distribution which include a return of all or any part of a member's contribution.

7.1.1.7. Any written consents obtained from members pursuant to Section 2.13.

Section 7.2.1. XXXXXXXXXXXX are _____, of any member during ordinary business hours.

ARTICLE VIII

INFORMATION AND ACCOUNTING

Section 8.1 INFORMATION AND ACCOUNTING. A member of the company shall have the right to:

Section 8.1.1. _____, as provided in Section 7.1;

Section 8.1.2. Obtain from the manager or xxxxxxxx from time to time, subject to _____ by the manager or xxxxxxxx, upon reasonable demand for any purpose reasonably related to the _____:

I. True and full information regarding the _____

II. Promptly after becoming available, a copy of the company's federal, state, and local income tax returns for each year; and

Section 8.1.3. Have _____ circumstances render it just and reasonable.

ARTICLE IX

POWERS OF THE COMPANY

Section 9.1 POWERS. The company _____ any business that is prohibited by law to _____.

Section 9.2. The company may:

Section 9.2.1. Sue and be sued, complain and defend, and participate in administrative or other proceedings, in its name;

Section 9.2.2. Purchase, take, receive, lease or otherwise acquire, own, hold, improve, use, _____, or an interest in it, _____;

Section 9.2.3. Sell, convey, assign, encumber, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets;

Section 9.2.4. Lend money to and otherwise assist its members and employees, _____;

Section 9.2.5. Purchase, take, receive, subscribe for or otherwise acquire, own, _____, territory, governmental district, or municipality or of any instrumentality of any of them;

Section 9.2.6. Make _____, and secure any of its obligations by mortgage or pledge of all or any part of its property, franchises, and income;

Section 9.2.7. _____ its funds and take and hold _____ for the payment of funds so loaned or invested;

Section 9.2.8. Conduct its business, carry on its operations, and have and exercise the powers granted by this article in any state, territory, district, or possession of the United States or in any foreign country;

Section 9.2.9. Elect xxxxxxx and define their duties and fix their compensation;

Section 9.2.10. Make and _____ with its _____ of this state, for the administration and regulation of the affairs of the limited liability company;

Section 9.2.11. Indemnify a member of manager or former member of manager of the company _____ .

Section 9.2.12. Cease its activities and surrender its certificate of organization;

Section 9.2.13. Have and exercise all powers necessary or convenient to effect any or all of the purposes for which the limited liability company is organized;

Section 9.2.14. Become a member of a general partnership, limited partnership, joint venture, or similar association or any other limited liability company.

ARTICLE X

DISSOLUTION

Section 10.1 DISSOLUTION

Section 10.1.1. The company shall _____ of any of the following events:

10.1.1.1. Xxxxxxxx the period fixed for the duration of the company in the _____ of organization _____ ;

10.1.1.2. By the unanimous written agreement of all members; or

Section 10.1.2. As soon as possible following the occurrence of any of the events specified in this section _____ , the company shall _____ as shall be prescribed by the secretary of state. The _____ company.

Section 10.2 EXECUTION

_____ and file any amendment, statement of _____ is located or, if no such address is on file with the secretary of state, in the city and county of _____ , to direct the execution and filing of the amendment, statement of intent to

dissolve, or other document.

or other document to be executed and filed and that there has been a failure or refusal to execute and file such document, it shall order the secretary of state to or other document.

Section 10.3 FILING OF

Section 10.3.1. Duplicate originals of the

Section 10.3.2. The filing of the shall not affect the limited liability of the members.

Section 10.4 EFFECT OF FILING

Upon the filing company shall

statement of intent to , the , but its separate existence shall continue until or until a decree dissolving the company has been entered by a court of competent jurisdiction.

Section 10.5 DISTRIBUTION OF ASSETS UPON DISSOLUTION. In settling accounts after dissolution, the assets of the company shall be distributed as follows:

Section 10.5.1. To creditors including

Section 10.5.2. To members and former members of the company in

Section 10.5.3. To members of the company for and respective in the proportions in which the members share in distribution.

Section 10.6 ARTICLES OF DISSOLUTION. XXXXXXXX

has been made therefor and all of the remaining property and assets have been distributed to the member, articles of dissolution shall be executed in duplicate and verified by the person signing the statement, which statement shall set forth:

Section 10.6.1. The name of the company;

Section 10.6.2. That a _____ and the date on which such statement was filed;

Section 10.6.3. That all debts, obligations, and liabilities have been paid and discharged or that adequate provision has been made therefor;

Section 10.6.4. That all the remaining property and assets have been distributed among its members in accordance with their respective rights and interests;

Section 10.6.5. That _____ has been made for the satisfaction of any _____

ARTICLE XI

DEFINITIONS AND APPLICATION

Section 11.1 DEFINITIONS. As used in this agreement, unless the context otherwise requires:

Section 11.1.1. The "_____"

Section 11.1.2. "Articles of Organization" means the Articles of Organization filed with the secretary of state for the purpose of forming a limited liability company as specified in _____.

Section 11.1.3. "Bankrupt" means bankrupt or a debtor under the federal United States Code, as amended, or an insolvent under any state _____.

Section 11.1.4. "Business" means any trade, occupation, profession or other commercial activity engaged in for gain, profit, or livelihood.

Section 11.1.5. "Contribution" means anything of value which a person contributes to the company as a prerequisite for or in connection with membership, including cash, property, or services rendered or a promissory note or other binding obligation to contribute cash or property or to perform services.

Section 11.1.6. "Court" includes every court and judge having jurisdiction in a case.

Section 11.1.7. "Foreign Limited Liability Company" means a limited liability company formed under the laws of any jurisdiction other than this jurisdiction.

Section 11.1.8. "Limited Liability Company" or "Company" means this limited liability company

Section 11.1.9. "Manager" means a person elected by the members of this company to manage the company pursuant to this agreement.

Section 11.1.10. "Member" means a person with an ownership interest in this limited liability company with the rights and obligations specified under this agreement.

Section 11.1.11.

Section 11.1.12. "Operating Agreement" means this agreement which is a valid written agreement of the members as to the affairs of the company and the conduct of its business.

Section 11.1.13.

Section 11.1.14. "Registered Office" means the business address of the registered agent on file with the secretary of state.

_____ Member Date _____

_____ Member Date _____

_____ Member Date _____

_____ Member Date _____

STATE OF _____
ss.

COUNTY OF _____

Acknowledged and sworn to before me by _____
on this day of _____, 20___. Witness my hand and official seal.

My commission expires:

Notary Public

STATE OF _____
ss.

COUNTY OF _____

Acknowledged and sworn to before me by _____
on this day of _____, 20___. Witness my hand and official seal.

My commission expires:

Notary Public

STATE OF _____
ss.

COUNTY OF _____

Acknowledged and sworn to before me by _____
on this day of _____, 20___. Witness my hand and official seal.

My commission expires:

Notary Public

STATE OF _____
ss.

COUNTY OF _____

Acknowledged and sworn to before me by _____
on this day of _____, 20___. Witness my hand and official seal.

My commission expires:

Notary Public

CERTIFICATE

I hereby certify that the foregoing Operating Agreement consisting of twenty-
SEVEN (27) pages, including this page, constitute the Operating Agreement of
_____, adopted by the members
of the limited liability company as of .

Manager

OF

(NAME)

1. CONTRIBUTION OF MEMBERS (Section 5.2) (state classes of member, if any).

	<u>Name of Member</u>	<u>Description of Property or amount of cash</u>	<u>% ownership</u>
A)	_____	_____	_____
B)	_____	_____	_____
C)	_____	_____	_____
D)	_____	_____	_____

2. Sharing of Profits and Losses (Section 5.4)
(here describe how profit/loss is to be divided; whether all members are equal, whether sharing will be by value of contribution or otherwise).

3. Sharing of Distributions (Section 5.5)
(this may be the same as sharing of profit/loss; or it may be different, such as based on value of contribution, first priority rights of certain members, or other typical classification).

4. Number and Classification of Xxxxxxx (Sections 3.3 and 2.5)
The number of xxxxxxx shall be two (2). (here insert classification of xxxxxxx, if any, and provisions, if desired, for staggered terms of xxxxxxx xxx xxxxx are 6 or more xxxxxxx).

5. Apportionment of Management Responsibility (Section 3.1.1)
(here insert any division of management responsibility, if any).
Xxxxxxx shall each be empowered to conduct business for the company per Article IX Section 10

6. Attachments.

Additional agreements (Attachments) may be attached to this Operating Agreement and shall be incorporated by reference. In the event of a conflict between the

Attachment shall be amended or interpreted to become in compliance with the _____, then the

APPROVED:

SAMPLE DRAFT