

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR

ABC Company LLC

A MANAGER-MANAGED LIMITED LIABILITY COMPANY

ARTICLE I

Company Formation

FORMATION: The Members have established a Limited Liability Company ("Company") following state laws. This operating agreement becomes effective upon its adoption by the Member(s).

REGISTERED AGENT: The Company's registered agent is listed in the formation documents.

TERM: The Company will continue indefinitely unless:

- (a) All Members agree to dissolve it;
- (b) An event makes the Company's business illegal;
- (c) Any other event requires the Company's dissolution under state laws.

CONTINUANCE OF COMPANY: If an event described in Article 1.3(c) occurs and at least one Member remains, that Member can choose to continue the Company's business.

BUSINESS PURPOSE: The Company's purpose is to engage in any lawful business activities necessary to achieve its goals.

PRINCIPAL PLACE OF BUSINESS: The Company's main business location is as stated in the formation documents or as chosen by the Managers.

THE MEMBERS: Details of each Member's name and address are listed in Exhibit 2, attached to this Agreement.

ADMISSION OF ADDITIONAL MEMBERS: New Members can only join the Company by issuing new interests with unanimous written consent from the existing Members or through the sale of an existing Member's interest unless otherwise specified in the Agreement.

ARTICLE II

Capital Contributions

INITIAL CONTRIBUTIONS: The Members will contribute the initial capital as outlined in Exhibit 3. The total value of these contributions is USD 1,000.

ADDITIONAL CONTRIBUTIONS: Except as noted in Article 6.2, Members are not required to make additional contributions to the Company.

ARTICLE III

Profits, Losses, and Distributions

PROFITS/LOSSES: The Company's net profits or losses will be calculated annually for accounting and tax purposes. These shall be distributed to the Members by Treasury Regulation 1.704-1 and the capital interest shown in Exhibit 2.

DISTRIBUTIONS: The Members may decide how often, up to once a year, to divide the available funds. "Available funds" refers to the net cash that remains after all liabilities and expenses have been paid, as decided by the managers. Distributions upon liquidation will be provided by Treasury Regulation 1.704-1(b)(2)(ii)(b)(2) or by the positive capital. Treasury Regulation 1.704-1(b)(2)(ii) requires that there be an eligible income offset if a Member's capital account balance is negative (d).

ARTICLE IV

Management

MANAGEMENT OF THE BUSINESS: The Company is managed by one or more Managers, who may be Members or Non-Members. Their names and addresses are listed in Exhibit 1. The Managers are elected by a majority vote of the Members.

MEMBERS: Members' liability is limited by state law. Members who are not Managers do not participate in the management or control of the Company and cannot bind the Company. They can advise the Managers, but the Managers are not obligated to follow such advice. Managers exclusively control and manage the Company. No Member will act as an agent of any other Member just by being a Member.

POWERS OF MANAGERS: Managers are authorized to make decisions about the Company's operations, including:

- (a)** Selling, developing, leasing, or disposing of Company assets;
- (b)** Purchasing or acquiring assets;
- (c)** Managing any part of the Company's assets;
- (d)** Borrowing money and granting security interests;
- (e)** Pre-paying, refinancing, or extending loans;
- (f)** Compromising or releasing claims or debts;
- (g)** Employing others for Company operations. Managers can execute all contracts, payments, promissory notes, and other documents related to the Company.

NOMINEE: Company assets will be held in the Company's name or a nominee's name designated by the Managers. The Managers can enter into agreements with nominees, which may include indemnification provisions, except for willful misconduct.

COMPANY INFORMATION: Managers will provide any Member with information about the Company or its activities upon request. Members or their representatives can inspect and copy Company records at their own expense.

EXCULPATION: Managers will not be liable for any loss or damage to the Company or Members if their actions were in good faith and in the Company's best interest.

INDEMNIFICATION: The Company will indemnify anyone involved in legal proceedings due to their role as a Member, employee, or agent of the Company. The termination of such proceedings does not imply any assumptions about the person's actions.

RECORDS: The Managers must keep the following at the Company's main place of business:

- (a) Formation documents, the operating agreement, and amendments;
- (b) A list of Members' names and last known addresses;
- (c) Federal, state, and local income tax returns for the past three years;
- (d) Financial statements for the past three years.

ARTICLE V

Compensation

MANAGEMENT FEE: Managers are entitled to compensation for their services based on their value.

REIMBURSEMENT: The Company will reimburse Managers or Members for direct expenses incurred in managing the Company.

ARTICLE VI

Bookkeeping

BOOKS: The Managers will maintain accurate records of the Company's finances at the

main business location or another agreed-upon place. The Managers will select the accounting method, and the Company's accounting period will be the calendar year.

MEMBERS' ACCOUNTS: Managers will keep separate capital and distribution accounts for each Member. Each capital account will be managed according to Treasury Regulation 1.704-1(b)(2)(iv), with adjustments for additional contributions, distributions, and losses.

REPORTS: At the end of each calendar year, Managers will provide Members with a statement of their share of income and expenses for tax reporting.

ARTICLE VII

Transfers

ASSIGNMENT: Before selling or transferring their interest, a Member shall:

- (a)** Make a written offer to other Members. They are limited to advertising if, within 60 days, none of the other members purchase it.
- (b)** Current Members are entitled to purchase it first if there is a buyer. If there is more than one Member, they can pool their money to buy it. The leaving Member is required to provide proof that the buyer has certified funds within the allotted sixty days.
- (c)** All current Members must concur for the new Member to get full rights after a transaction. The buyer must be informed by the departing member if the sale could be rejected.

EXITING MEMBER'S INTEREST VALUATION: If no bidder is discovered, the interest of the departing member shall be determined and allocated as follows:

- (a)** It is necessary to value the interest. The appraiser will determine the interest's value.
- (b)** Current Members must approve the appraiser within 30 days. They cannot delay by rejecting all appraisers without valid reasons.
- (c)** Once an appraiser values the Company, the interest's value is determined accordingly.

(d) If current Members disagree, they must get their appraiser, and the appraisal must be done within 60 days.

(e) Within thirty days, the departing member must approve the appraised worth of the current members. The average of the two evaluations will be applied if they don't.

DISTRIBUTION OF EXITING MEMBER'S INTEREST: The value of the exiting Member's interest will be treated as a debt of the Company. Payment of this debt will occur upon dissolution or according to these rules:

(a) The Company will make payments on time.

(b) Payments are required only if the Company is profitable and passes income to current Members.

(c) Payments are required if income exceeds 50% of the interest's value.

(d) Payments must be at least 10% of the income passed to Members.

(e) Payments must be made within 60 days after the taxable year ends.

(f) Payments will continue until the debt is fully paid.

(g) Upon dissolution, the exiting Member will be treated as a regular debtor with standard dissolution payment procedures.

(h) The interest assigned to current Members does not accrue interest. Payments can be made at any time.

ARTICLE VIII

Dissolution

DISSOLUTION: The Member(s) can dissolve the LLC at any time. Dissolution cannot be due to a loss of membership interests. Upon dissolution, the Company must pay its debts before distributing assets or capital to Members. Only the Member(s) can order dissolution, not the owner of the Member's interests.

CERTIFICATION OF MEMBERS

The undersigned certifies that this operating agreement, consisting of 10 pages, along with Exhibit 1, Exhibit 2, and Exhibit 3, is adopted and approved as the Operating Agreement of ABC Company LLC, effective as of May 26, 2027.

Members:

[Member 1]

Membership interest: **75%**

[Member 2]

Membership interest: **20%**

[Member 3]

Membership interest: **5%**

EXHIBIT 1

MANAGERS

[Manager 1]

Address: [Address]

Percentage of Management Authority: 50%

[Manager 2]

Address: [Address]

Percentage of Management Authority: 50%

EXHIBIT 2

MEMBERS

[Member 1]

Address: [Address]

Initial Capital Contribution: **\$750**

[Member 2]

Address: [Address]

Initial Capital Contribution: **\$200**

[Member 3]

Address: [Address]

Initial Capital Contribution: **\$50**

EXHIBIT 3

INITIAL CAPITAL CONTRIBUTIONS

The Members have contributed the following initial capital:

[Member 1]: **\$750**

[Member 2]: **\$200**

[Member 3]: **\$50**