Operating Agreement LLC, NC

This **Operating Agreement** ("***Agreement***") is entered into as of _____ ("***Effective Date***"), by and among the undersigned members (collectively, the "***Members***") of _____, LLC, a limited liability company formed under the laws of the State of North Carolina (the "***Company***").

1. Formation

The Company has been formed as a limited liability company pursuant to the applicable laws of the State of North Carolina by filing Articles of Organization with the appropriate state authority. This Agreement governs the rights and obligations of the Members and the management of the Company.

2. Purpose

The purpose of the Company is to engage in any lawful business activity permitted under applicable law, as determined by the Members.

3. Principal Office

The principal office of the Company shall be located at [Business Address], or at any other location designated by the Members.

4. Term

The Company shall continue until dissolved in accordance with this Agreement or applicable law.

5. Members and Ownership Interests

The Members of the Company and their respective ownership interests are as follows:

Member Name	Address	Ownership Percentage

Ownership percentages represent each Member's share of profits, losses, and voting rights unless otherwise specified in this Agreement.

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6. Capital Contributions

Each Member has contributed or agrees to contribute the following capital to the Company:

Member Name	Contribution Type	Value of Contribution

No Member shall be required to make additional contributions unless agreed in writing by all Members.

7. Management

The Company shall be Member-Managed. All Members shall participate in the management and decision-making of the Company.

8. Voting Rights

Each Member shall have voting rights proportionate to their ownership percentage unless otherwise agreed. Decisions requiring Member approval shall be determined by vote, depending on the nature of the matter.

9. Allocation of Profits and Losses

Profits and losses of the Company shall be allocated among the Members in proportion to their respective ownership interests unless otherwise agreed in writing.

10. Distributions

Distributions shall be made to Members at such times and in such amounts as determined by the Members or Managers, subject to the Company maintaining sufficient reserves for operations and liabilities.

11. Books and Records

The Company shall maintain complete and accurate books and records of its operations. Each Member shall have reasonable access to such records upon request.

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12. Tax Treatment

The Members intend that the Company shall be treated as a _____ for tax purposes, unless otherwise elected in accordance with applicable law.

13. Transfers of Membership Interests

No Member may transfer or assign their interest in the Company without the prior written consent of the other Members, except as otherwise provided in this Agreement. Any unauthorized transfer shall be void.

14. Admission of New Members

New Members may be admitted to the Company only with the consent of all existing Members and upon such terms as agreed in writing.

15. Withdrawal of Members

A Member may withdraw from the Company upon providing written notice in accordance with agreed procedures. The Company or remaining Members may purchase the withdrawing Member's interest under mutually agreed terms.

16. Dissolution

The Company shall be dissolved upon the occurrence of any of the following events:

- Agreement of the Members
- Sale or disposition of substantially all Company assets
- Entry of a dissolution order under applicable law

Upon dissolution, the Company's assets shall be liquidated and distributed first to creditors and then to Members in accordance with their ownership interests.

17. Limitation of Liability

No Member or Manager shall be personally liable for the debts, obligations, or liabilities of the Company solely by reason of their role, except as required by applicable law.

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18. Indemnification

The Company shall indemnify any Member or Manager for actions taken in good faith on behalf of the Company, provided such actions were within the scope of authority and not due to misconduct or violation of law.

19. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

20. Amendments

This Agreement may be amended only by a written agreement signed by all Members.

21. Entire Agreement

This Agreement constitutes the entire understanding among the Members regarding the subject matter and supersedes all prior agreements or understandings.

22. Severability

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

By signing below, the undersigned agree to be bound by the terms of this Operating Agreement.

Member 1

Name

Date

Signature

Member 2

Name

Date

Signature

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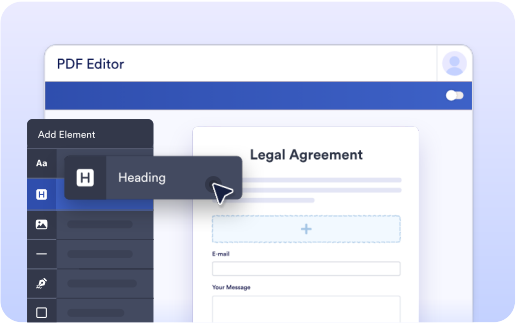
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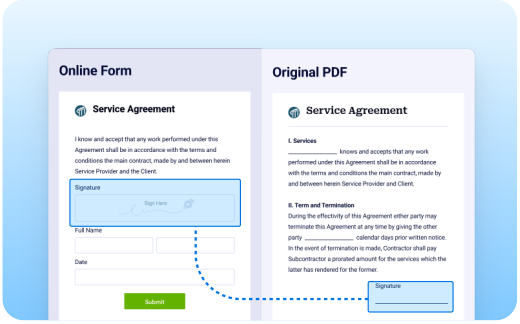
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