Virginia LLC Operating Agreement

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

1. Formation

The Members confirm that the Company has been formed as a limited liability company pursuant to applicable Virginia law by filing Articles of Organization with the appropriate state authority. This Agreement governs the internal affairs of the Company and the rights and obligations of the Members.

2. Purpose

The purpose of the Company is to engage in any lawful business activity for which a limited liability company may be organized in Virginia, as determined by the Members.

3. Principal Office

The principal office of the Company shall be located at:

_____ _____ _____ _____ _____ _____

The Company may maintain additional offices as determined 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 Company's Members and their respective ownership interests are as follows:

Member Name	Address	Ownership Percentage

Ownership percentages represent each Member's share of profits, losses, and distributions unless otherwise stated in this Agreement.

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6. Capital Contributions

Each Member has contributed the following capital to the Company:

Member Name	Contribution Description	Value

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 of the Company.

8. Voting Rights

Each Member shall have voting rights proportionate to their ownership interest unless otherwise agreed.

Decisions requiring Member approval shall be determined by a majority of ownership interests unless this Agreement requires a higher threshold.

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 the Members at such times and in such amounts as determined by the Members or Manager(s), subject to applicable law and the Company's financial condition.

11. Books and Records

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

12. Tax Treatment

The Members intend that the Company be treated as a for tax purposes unless otherwise elected. The Members shall comply with all tax reporting obligations.

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13. Transfer of Membership Interests

A Member may not transfer all or any portion of their interest in the Company without the prior written consent of the other Members.

Any permitted transferee shall be bound by the terms of this Agreement.

14. Admission of New Members

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

15. Withdrawal of a Member

A Member may withdraw from the Company upon providing written notice to the other Members in accordance with agreed procedures.

The withdrawing Member's interest shall be handled as determined by the remaining Members, consistent with this Agreement and applicable law.

16. Dissolution

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

- Written agreement of the Members
- Sale or disposition of substantially all Company assets
- Any event requiring dissolution under applicable law

Upon dissolution, the Company's assets shall be liquidated and distributed in accordance with applicable law and the Members' 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 being a Member or Manager, except as required by law.

18. Indemnification

The Company shall indemnify any Member or Manager for actions taken in good faith on behalf of the Company, to the fullest extent permitted by law.

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19. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.

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.

23. Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original.

Signatures

IN WITNESS WHEREOF, the undersigned Members have executed this Operating Agreement as of the Effective Date first written above.

Member 1

Name

Date

Signature

Member 2

Name

Date

Signature

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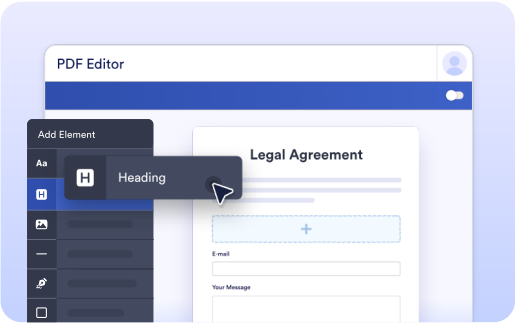
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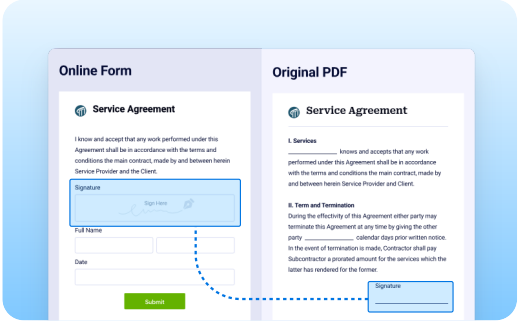
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