

SINGLE-MEMBER OPERATING AGREEMENT OF

_____, LLC

A SINGLE-MEMBER LIMITED LIABILITY COMPANY

This SINGLE MEMBER OPERATING AGREEMENT (the "Agreement") is made this _____ day of _____, _____. This Agreement is entered into by and among _____, LLC a Single-Member Limited Liability Company (the "Company") and _____, holding and executing this Agreement as a sole member of the Company (the "Member") hereby states the following:

THEREFORE, the valuable consideration receipt and sufficiency of this Agreement is hereby recognized and agreed as follows:

1. Formation

The Member has formed Single Member Limited Liability Company entitled _____, LLC, by filing the Articles of Organization in the State of _____ on _____, _____. The operations that will be undertaken by the Member shall be governed by the terms stated in this Agreement and the applicable laws of the _____. This Agreement shall encompass the terms relevant to the formation, operation, and taxation of an LLC, particularly under the provisions of _____ in which structures the entire guidelines and procedures of the creation and operation of the LLC. Respecting to what extent the Statutes permit, the terms and provisions of this Agreement shall mediate in case conflict between the Statute and this Agreement arise in concern.

2. Intentions, Purposes, and Powers

The Company solidifies its intentions or purposes as follows:

- (i) OVERALL PURPOSE OF LLC; and
- (ii) To engage with various activities, affairs, and business in which LLCs may be lawful under the Statutes.

3. Duration

The Company shall remain effective unless and until the Company is dissolved, liquidated, or terminated based on the provisions of this Agreement, not otherwise superseded by the Statues.

4. Registered Office and Resident Agent

_____ is appointed as the Company's initial registered agent under the _____ acknowledged and designated in the Articles of Organization or any amendment thereof. The Registered Office and the Resident Agent are both subjects for further changes at any time needed. Any changes applied shall conform to the Statutes, or if different from the Statutes, shall conform to the provisions stated in this Agreement. In case the Resident Agent decides to resign, the Company shall promptly designate someone as the successor.

5. Capital Contributions and Distributions

The Member may generate capital contributions (each a "capital Contribution") in such amounts at such period as the Member enables. No obligations on generating any Capital Contribution shall the Member contain. As such, the Member may take distributions of the capital regularly following the limitations cited and imposed by the Statutes.

6. Books and Records, Accounting, Income Tax Treatment

The Company shall ascertain to keep complete and accurate books and records of the whole Company business and affairs as the Statutes necessitates. Provided that such books and records shall be filed preserved at the Company's Registered Office and shall in respect, in separate from the books, records, and transactions of the Member.

The Company's fiscal year shall be the calendar with a concluding month of December.

The Member intends that the Company, as a single-member LLC, shall be taxed as a sole proprietorship in accordance with the provisions specified under the Internal Revenue Code. Any provisions stating the Company is untaxed as a sole proprietorship shall be inoperative.

7. Management and the Company

_____, as the sole Member of the Company, shall contain the sole authority and power to perform all the businesses and affairs for or on behalf of the Company; to do any act that would hold the Company, or make expenditures on behalf of the Company in compliance with this Agreement and the laws of the _____.

The Member shall not hold any liabilities toward the debts and obligations of the Company, as stated in this Agreement. The Company is referred to as a "member-managed" LLC. Thus, the Member shall be the initial managing Member of the Company.

8. Member's Capital Accounts

The Company shall maintain the “Capital Account” of the Member. The Member’s Capital Account shall reflect the Member’s capital contributions, including any increase for the net income of the Company. Also, any recorded decreases caused by distributions, losses, and deductions of the Member’s share shall reflect the Member’s Capital Account.

9. Ownership of Company Property

All company assets shall be deemed part of the Company’s entity. The Member shall have no ownership interests in such assets or any portion of it. The tit all or some of the Company assets may be held in the name of the Company, or restricted to one or more nominees or “street name,” as identified by the Member.

Except as such limited by the Statutes, the Company shall not mind on the Member’s independent ventures, including the income and profits obtained therefrom. Business ventures, as cited herein, shall either of any nature, covering with no limitation to owning another business of similar business nature of that of the Company.

10. 9. Limitation of Liability; Indemnification

(i) The Member shall not be held liable, responsible, or accountable in damages, otherwise, toward the Company or any other person for (1) any act or omitted action performed under the scope of power of this Agreement and/or the Statutes. Except for deeds or omitted actions as “Judicially Determined” that cause fraudulence, gross negligence, unintentional or intentional misconduct; (2) the Company and Agreement termination in accordance to the terms provided; (3) any performance enacted or omitted by the Member, any act in which the Member reasonably perceived and believed to be within the advice of attorneys, accountants, or other professionals and reputable advisers with relevant matters toward the Company, including those taken that violates the law but were taken or enacted under dilatory tactic or in bad faith; (4) any conduct of a person preferred by the Member. The Member herein shall include any estate, heir, personal representative, receiver, successor, trustee, assignee, and /or transferee of the Member.

(ii) The Member shall not be held liable, responsible, or accountable in damages, otherwise, toward the Company or any other person for (1) any act or omitted action performed under the scope of power of this Agreement and/or the Statutes. Except for acts or omitted actions as “Judicially Determined” that cause fraudulence, gross negligence, unintentional or intentional misconduct; (2) the Company and Agreement termination in accordance to the terms provided; (3) any performance enacted or omitted by the Member, any act in which the Member reasonably perceived and believed to be within the advice of attorneys, accountants, or other professionals and reputable advisers with relevant matters toward the Company, including those taken that violates the law but were taken or enacted under dilatory tactic or in bad faith; (4) any conduct of a person preferred by the Member. The Member herein shall include any estate, heir,

personal representative, receiver, successor, trustee, assignee, and /or transferee of the Member.

(iii)The Company shall indemnify the Member as harmless from any actions against any and all liabilities, damages, losses, costs, and expenditures, liquidated or not, known or unknown, and any claim incurred by the Company. Hence, the Company and its business affairs are indemnifiable against any conduct done by the Member under the standards set herein.

(iv) All rights that the Member contains regarding the indemnification under this Agreement shall be cumulative to any right in which the Member is under this Agreement shall survive the dissolution, liquidation, or termination of the Company, as well as the death, removal or insolvency of the Member in action.

(v) Termination of any of these claims or threatened claims against the Member by judgment, order, settlement, or upon a plea of *nolo contendere*, or its equivalent shall not cause the Member to be excluded from indemnification unless and until Judicially Determined not to.

12. Miscellaneous

The entire Agreement and the rights and liabilities of the parties covered shall be governed by and determined based on the laws under the State of _____. If any provisions are invalid, such invalidity shall guard other provisions under this Agreement, which shall remain active and in effect.

This Agreement includes the entire Agreement of the parties involved, not disregarding the subject matter hereof. It is of the pure intention of the Member(s) of the Company that this Agreement shall be the only Agreement of the parties and not bound by any terms that are not applicable in certain jurisdictions; this Agreement shall govern despite the disparities among the provisions of any applicable law or rule. To the extent, any provisions stated in this Agreement are ineffective under the Statutes; such provisions shall be considered as ineffective to its smallest degree as possible for this Agreement to take effect under the Statutes.

Respecting the limitations on transferability mentioned above, this Agreement shall accustom to the benefits of the parties hereto and to their respective heirs, administrators, executors, successors, and assigns.

No provision of this agreement is intended for the benefit of any third party.

IN WITNESS WHEREOF, The parties have executed this Agreement this _____ day of _____, _____.

_____, LLC

Signature:

ACKNOWLEDGMENT OF NOTARY PUBLIC

_____, **SS.**

On this _____ day of _____, _____, before me appeared, _____, entitled as the Managing Manager of this LLC Operating Agreement who verified identification through government identification documents, in my presence executed the mentioned instruments and recognized that they performed similarly as their free act and deed.

Notary Public

The commission expires: