OPERATING AGREEMENT

FOR

_____

A MANAGER-MANAGED LIMITED LIABILITY COMPANY

ARTICLE I
Company Formation

1.01 **FORMATION.** The Members have formed a Limited Liability Company ("Company") subject to the laws of the State of North Carolina, including the North Carolina General Statutes ("the Statutes") and the North Carolina Limited Liability Company Act ("the Act"). This Operating Agreement ("Agreement") is entered into and effective upon adoption by the Member(s). This Agreement is intended to provide for the regulation and management of the affairs of the Company. Except for the provisions of the Act that specifically may not be modified by the agreement of the Members, to the extent of any contradiction between the provisions of this Agreement and the Act or the variation of the general terms of the Act by this Agreement, the provisions of this Agreement shall govern and control, and each Member hereby consents to such contradiction or variation.

1.02 **COMPANY NAME.** The Members may change the name of the Company or operate under different names, *provided* a majority of the Members agree and the name complies with Section 57D-2-21 of the Act and Sections 55D-20 and 55D-21 of the Statutes.

1.03 **REGISTERED OFFICE & AGENT.** The name and location of the registered agent will be as stated in the Company's formation documents and complies with Section 57D-2-40 of the Act and Article 4 of Title 55D of the Statutes. Pursuant to Article 4 of Title 55D of the Statutes, the Members are obligated to maintain and update the business records on file with the Company's registered agent.

1.04 **TERM.** Pursuant to Section 57D-2-01 of the Act, the Company will continue until:

(a) Members unanimously vote for dissolution;

(b) An event occurs which causes the Company's business to become unlawful; or

(c) Any other event causes the Company's dissolution under the Act.

1.05 **CONTINUATION OF COMPANY.** In the event of an occurrence described in Section 1.04, if there is at least one remaining Member, the remaining Member has the right to continue the

business of the Company. The remaining Member's successor, assignee, or transferee may continue the business of the Company, provided the successor, assignee, or transferee consents to the continuation in writing and submits any necessary filings to the office of the Secretary of State.

1.06 **BUSINESS PURPOSE.** The Company may conduct any and all lawful business appropriate in carrying out the Company's objectives, as permitted under Section 57D-2-01 of the Act.

1.07 **PRINCIPAL PLACE OF BUSINESS.** The Company's principal place of business will be as stated in the Company's formation documents or as selected by the Managers.

1.08 **THE MEMBERS.** Members are the owners of the Company. Pursuant to Section 57D-2-30 of the Act, Members are not entitled to compensation for services furnished to the Company in the Member's capacity as a Member. The name and residential address of each Member is contained in Exhibit 2 attached to this Agreement. Each Member's initial membership interest is the percentage set forth in Exhibit 2. An unauthorized transfer of a Member's interest could create a substantial hardship for the Company. Consequently, the Members agree to the restrictions and procedures affecting the ownership and transfer of the Members' interests as identified in Article VII. The Members acknowledge these restrictions are not intended to penalize, but rather are intended to protect and preserve the existing trust-based relationships, the Company's capital, and the Company's financial ability to continue its operations.

1.09 **ADMISSION OF ADDITIONAL MEMBERS.** Pursuant to Sections 57D-3-01 and 57D-3-03 of the Act and this Agreement, Members may only be admitted to the Company through issuance of a new interest in the Company with unanimous written consent of the Members or the transfer of a Member's current interest under Article VII. Prior to being admitted as a Member, the prospective Member(s) must: (i) provide evidence to the Company that the admission of the prospective Member(s) will not violate any securities law, alter the tax status of the Company, or cause the termination of the Company; (ii) provide proof that the prospective Member(s) can make the initial contribution (as agreed upon between the prospective Member(s) and a majority of the current membership interests).

Any attempt to admit a new Member that deviates from this Section or Article VII will be null, void, and unenforceable against the Company or its Members.

1.10 **VOTING.** The Members agree that any vote of the Members shall be calculated based on membership interests held by each Member and listed in Exhibit 2, which may be amended pursuant to this Agreement. Any vote under this Section may occur, provided a quorum of the membership interests is present for the vote.

1.11 **ACTIONS BY WRITTEN CONSENT.** Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, is signed by Members having at least the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members were present and voting. A facsimile or similar electronic reproduction of a writing signed by a Member will be regarded as signed by the Member.

ARTICLE II
Capital Contributions

2.01 **INITIAL CONTRIBUTIONS.** Pursuant to Section 57D-4-01 of the Act, the Members will contribute the Company's initial capital as described in Exhibit 3 attached to this Agreement. The agreed total value of such property and cash is _____. In consideration for their contributions to the Company, each Member shall receive a membership interest in the Company, or percentage of interest in the Company as reflected in Exhibit 2 attached to this Agreement.

2.02 **ADDITIONAL CONTRIBUTIONS.** Unless a majority of the membership interests vote otherwise, no Member is obligated to make any additional contribution to the Company's capital beyond their initial contribution. Any vote for a capital call must be memorialized, including the amounts of capital called. Contributions related to an authorized capital call shall be contributed pro rata based upon each Member's membership interest.

2.03 **FAILURE TO CONTRIBUTE.** Pursuant to Sections 57D-2-32 and 57D-4-02 of the Act, any contribution must be satisfied by the Member within sixty (60) days from the date of the call for capital. If a Member fails to make its required contributions to the Company, then the other Members may seek enforcement of the obligation to contribute capital. Any remedy under the Act may be pursued, including allowing the individual to become a Member without a transferable interest, provided there is unanimous consent from all Members who have satisfied their contribution obligations.

2.04 **WITHDRAWAL OF CAPITAL.** No Member may withdraw all or any part of its Capital Contribution except with the unanimous consent of the Managers or as provided in Article III (regarding distributions generally) or Article VIII (regarding dissolution of the Company).

2.05 **NO PARTITION.** Each Member, on behalf of itself and its successors and assigns, expressly waives any right to have the Company assets partitioned.

2.06 **RETURN OF CAPITAL CONTRIBUTIONS.** The Members agree that if the Company does not have adequate assets to return the Capital Contributions, then the Members will not have any recourse against the Company or the other Members. As one exception to the previous statement, recourse does exist if another Member owes an outstanding debt to the Company.

ARTICLE III
Profits, Losses, and Distribution

3.01 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses will be determined annually. As provided in Section 6.03, below, profits and losses will be allocated to the Members in proportion to each Member's economic interest in the Company as set forth in Exhibit 2 and in accordance with Treasury Regulation 1.704-1.

3.02 **DISTRIBUTIONS.** Pursuant to Sections 57D-4-03 and 57D-4-05 of the Act, the Manager may determine to distribute available funds annually or as the Manager sees fit, *provided* that there

remains sufficient funds to cover any debts or liabilities of the Company about which the Manager knows or has reason to know or expect. Any distributions which result in the Company's inability to cover its debts or liabilities are not permitted under this Agreement. Distributions in liquidation of the Company or in liquidation of a Member's interest must be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member has a negative capital account balance, there will be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d). No Member has a right to demand or receive a distribution from the Company in any from other than money.

3.03 **IN-KIND DISTRIBUTIONS.** Subject to Section 57D-4-04 of the Act, the Company may make in-kind distributions of the Company assets, *provided* the Members unanimously agree and such agreement is in writing. The fair market value of the property must be determined and agreed upon by the Members before the distribution is made. The receiving Member's capital account shall be adjusted to reflect the value of the in-kind distribution.

3.04 **NO INTEREST.** Unless the Members unanimously agree otherwise, no interest shall accrue on any un-withdrawn distribution.

3.05 **WITHHOLDINGS**. The Company is authorized to withhold from payments or distributions to any Member, or with respect to any allocation made with respect to any Member, and to pay over to any federal, state, or local government any amounts required to be so withheld pursuant to the Act or any provision of any other federal, state or local law. All amounts withheld pursuant to this Section 3.05 with respect to any payment, distribution or allocation to a Member shall be treated as amounts paid or distributed to such Member for all purposes of this Agreement and the Act.

ARTICLE IV
Management

4.01 **MANAGEMENT OF THE BUSINESS.** Pursuant to Section 57D-3-20 of the Act, the Company's day to day affairs are managed by the Manager(s). The name and residential address of each Manager is attached as Exhibit 1 of this Agreement. The Manager(s) will be elected, terminated, or replaced by majority vote of the membership interests, as set forth in Exhibit 2 and any amendments, to act as agent of the Company. Manager(s) may be Members or Non-Members. The primary responsibility for the operations of the business, as stated below in Sections 4.06 and 4.09, is vested in the Manager(s). If more than one Manager is elected, then the Members will choose one Manager to serve as the Chief Executive Manager.

If a Manager who is also a Member dissociates from the Company, then that dissociated Member also ceases to serve the Company as a Manager. If an individual who serves the Company as both a Manager and Member ceases to serve as manager, that cessation does not, by itself, dissociate the individual as a Member.

4.02 **APPOINTING OFFICERS.** Per Section 57D-3-22 of the Act, the Managers may delegate such duties and responsibilities to such persons (including a Member), entities and agents as the

Managers may deem appropriate, including officers of the Company, with such titles, responsibilities and obligations as the Managers may determine. Such delegation and appointment may be terminated at any time by the Managers.

4.03 **MEMBERS.** To the extent permitted under Section 57D-3-30 of the Act, no Member shall be personally liable for the obligations of the Company. Members that are not Managers may not take any part in the control, management, direction, or operation of the Company's affairs and have no power to bind the Company pursuant to Section 57D-3-20 of the Act. Members may advise the Managers, but Managers are not required to accept such advice. The Managers have the exclusive right to control and manage the Company, except where this Agreement or the Act specifically requires the consent, approval, agreement, or other action the Members. In such instance, except where this Agreement or the Act specifically requires unanimous consent of the Members or of a specific portion of the Members, an affirmative majority vote shall constitute the consent, approval, agreement or other action of the Members.

No Member, in his, her or its capacity as such, shall have authority to act for or bind the Company with respect to any matter not otherwise authorized by the Members or Managers pursuant to the terms of this Agreement.

4.04 **DISPUTES OF MEMBERS.** Disputes among Members will be decided by a majority vote. A Member has votes according to that Member’s percent of ownership interest (e.g., 11% ownership equals 11 votes). A majority vote is necessary for an action to take place. Any vote under this Section may occur, *provided* a quorum of the membership interests is present for the vote. In the event of a split vote among the Members, the Manager(s) shall cast a vote to break the tie. Members are required to vote on at least one resolution that attempts to address and resolve the dispute between the Members prior to any Member bringing a direct action.

Subject to Section 57D-8-01 of the Act, Members may maintain a derivative action to enforce a right of the Company, *provided* the acting Member properly demands the Manager(s) to enforce the right of the Company, *or* the acting Member adequately declares with particularity that such demands are futile.

4.05 **POWERS OF MANAGERS.** Pursuant to Section 57D-3-20 of the Act, the Managers are authorized:

(a) to make all decisions regarding the Company’s operations and legal affairs, including but not limited to:

i. the sale, development, lease, or other disposition of the Company's assets;
ii. the purchase or acquisition of other assets;
iii. the management of all or any part of the Company's assets;
iv. the borrowing of money and granting of security interests in the Company's assets;
v. the pre-payment, refinancing, or extension of any loan affecting the Company's assets;
vi. the compromise or release of any of the Company's claims or debts; and

vii. the employment of persons, firms, or corporations for the operation and management of the Company's business; ***and***

(b) to execute and deliver:

i. all contracts, conveyances, assignments, leases, sub-leases, franchise agreements, licensing agreements, management contracts, and maintenance contracts covering or affecting the Company's assets;

ii. all checks, drafts, and other orders for the payment of the Company's funds;

iii. all promissory notes, loans, security agreements and other similar documents; and

iv. all other instruments of any kind relating to the Company's business and affairs.

4.06 **CHIEF EXECUTIVE MANAGER.** The Chief Executive Manager, if elected, has primary responsibility for managing company operations, carrying out the decisions of the Members, and implementing the decisions resulting from votes of the Members. Pursuant to this Section 4.06, the decision of the Chief Executive Manager shall supersede any decision of the regular Manager(s) and shall be binding on all Managers.

4.07 **INITIAL MANAGER(S).** The initial number of Managers shall be _____ (___) which number may be changed from time to time as determined by majority vote of the Members. The initial Manager(s) shall be as identified in Exhibit 1.

4.08 **TERM OF MANAGERS.** A Manager shall serve as such until he or she dies, is adjudicated incompetent, voluntarily resigns, or is removed as a Manager. Any Manager may resign at any time by giving written notice to all of the Members, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Manager may be removed by the majority vote of the Members. A Manager who is also a Member may also vote as a Member to block his or her removal and such vote shall be counted when calculating the vote of the Members.

4.09 **MANAGERS' MANNER OF ACTING.** As long as there is more than one person serving as a Manager, the Manager(s) shall exercise all powers set forth in Section 4.05 of this Agreement by the vote or consent of a majority of the Managers then serving.

4.10 **NOMINEE.** Title to the Company's assets will be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers will have power to enter into a nominee agreement with any person, and such agreement may contain provisions indemnifying the nominee, except for their willful misconduct.

4.11 **FIDUCIARY RESPONSIBILITIES.** Each Manager and Member shall exercise all powers and perform all duties in good faith and shall act in all matters consistent with the duty of loyalty and the duty of care described in Section 57D-3-21 of the Act, subject to the limitations and clarifications applicable to such fiduciary duties set forth in this Agreement. Except for the duty of loyalty and the duty of care described in the Act, as modified by this Agreement, no Member shall have any fiduciary duty to the Company or its Members.

4.12 **SELF-DEALING.** Pursuant to Section 57D-3-21 of the Act, and unless entered into in bad faith, no contract or transaction between the Company and one or more of its Managers, Members, officers, or employees, or between the Company and any other entity or organization in which one or more of its Managers, Members, officers, or employees have a financial interest or are owners, managers, partners, directors, officers, or employees, shall be voidable solely for this reason or solely because such Manager, Member, officer, or employee was present or participated in the authorization of such contract or transaction. No Manager, Member, officer, or employee interested in such contract or transaction, because of such interest, shall be considered to be in breach of this Agreement or liable to the Company or any other Person for any loss or expense incurred by reason of such contract or transaction or shall be accountable for any gain or profit realized from such contract or transaction. Approval or ratification by a majority of the members having no interest in the transaction constitutes conclusive evidence that such transaction is permitted under this Section, but shall not be required.

4.13 **PERMITTED TRANSACTIONS.** Subject to Section 57D-3-21 of the Act, each Manager or Member, and its respective affiliates and other related parties, shall be free to engage in any activity on their own or by the means of any entity, except for activities directly related to or in competition with the activities and services performed by the Company. Each Manager's and Member's fiduciary duty of loyalty, as it applies to outside business activities and opportunities, and the "corporate opportunity doctrine," as such doctrine has been described under general corporation law, is hereby eliminated to the maximum extent allowed by the Act. Without limiting the foregoing, no Manager, Member, or his/her/its respective affiliates, shall be required to refer opportunities to the Company or to account for any benefits from transactions entered into in good faith that are not connected with or directly related to the Company and its activities or the services the Company provides.

4.14 **COMPANY INFORMATION.** Upon request, the Managers will supply to any Member, information regarding the Company or its activities. Pursuant to Section 57D-3-04 of the Act, any Member or a Member's authorized representative may access, inspect, and copy all books, records, and materials in the Manager's possession regarding the Company or its activities. These rights may be exercised at the requesting Member's expense.

4.15 **EXCULPATION.** Pursuant to Section 57D-3-30 of the Act, no Member or Manager shall be personally liable, directly or indirectly, for any debt, obligation, or liability of the Company by sole reason of a being a Member or Manager. Any debt, obligation, or liability of the Company is strictly and solely the liability of the Company. Any act or omission by the Managers which causes or results in loss or damage to the Company or the Members will not subject the Manager(s) to any liability, so long as the Manager's conduct does not violate this Agreement or Sections 57D-3-21 or 57D-4-06 of the Act.

4.16 **INDEMNIFICATION.** Subject to Section 57D-3-31 of the Act, the Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that the person is or was a Member of the Company, Manager, employee, or agent of the Company, or is or was serving at the request of the Company. The termination of any action, suit, or

proceeding by judgment, order, settlement, conviction, or upon a plea of "nolo contendere" (or its equivalent) does not imply that the person did or did not act in good faith and in a manner which they reasonably believed to be lawful and in the best interest of the Company. Notwithstanding the other provisions of this Section, the Company will only indemnify someone under this Section if that conduct of that person does not violate this Agreement nor Sections 57D-3-21 or 57D-4-06 of the Act.

ARTICLE V
Compensation

5.01 **MANAGEMENT FEE.** Any Manager rendering services to the Company is entitled to compensation equal to the value of those services. A majority of the Members must agree upon the value of the services.

5.02 **REIMBURSEMENT.** Pursuant to Section 57D-3-31 of the Act, the Company will reimburse the Managers for all direct out-of-pocket expenses incurred in managing the Company, including any expenses incurred by those serving or acting on behalf of the Managers.

ARTICLE VI
Bookkeeping

6.01 **BOOKS.** Per Section 57D-3-04 of the Act, the Managers will maintain complete and accurate accounting of the Company's affairs at the Company's principal place of business or other location agreed upon by the Managers. The Managers will choose the method of accounting. The Company's accounting period will be the calendar year.

6.02 **RECORDS.** The Managers must keep the following at the Company's principal place of business:

(a) A current list of the full name and the last known street address of each Member;

(b) A copy of all formation documents, this Operating Agreement, and any amendments;

(c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three (3) most recent years;

(d) Copies of all minutes, if any, of each meeting of the Members and any written consent obtained from the Members;

(e) Copies of the Company's financial statements for the three (3) most recent years.

6.03 **MEMBER'S ACCOUNTS.** The Managers must maintain separate capital and distribution accounts for each Member. Each Member's capital account will be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv), each capital account will consist of the Member's initial capital contribution:

(a) *increased by:*

i. Any additional capital contribution made by the Member;

ii. Credit balances transferred from the Member's distribution account to his or her capital account; ***and***

(b) *decreased by:*

i. Distributions to the Member in reduction of Company capital;

ii. The Member's share of Company losses if charged to his or her capital account.

6.04 **REPORTS.** The Managers shall close the books after the close of each calendar year, and must prepare and send to each Member a statement of that Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII
Transfers

7.01 **ASSIGNMENT.** If a Member proposes to sell, assign, or otherwise dispose of all or part of the Member's interest in the Company, that Member must comply with the following procedures:

(a) The Member must first make a written offer, including the price, to sell such interest to the other Member(s). The dissociating Member may only advertise the sale if the other Members decline or fail to elect such interest within sixty (60) days after the offer.

(b) If the dissociating Member has a potential buyer of that Member's interest, the other current Member(s) have first option to purchase the dissociating Member's interest at the agreed purchase price. If there are more than one current remaining Members, those remaining Members may combine funds to purchase the dissociating Member's interest. Current Members have sixty (60) days to buy dissociating Members' interest if they so desire. The dissociating Member must show that any potential purchaser has full certified funds, or the ability to get full certified funds before the sixty (60) day first right of refusal period starts.

(c) Current Members must expressly and unanimously approve the sale of a dissociating Member's interest to grant full membership benefits and functionality to the new Member. Pursuant to Sections 57D-3-03 and 57D-5-04 of the Act, if the current remaining Members do not unanimously approve the sale, the purchaser or assignee will have no right to participate in the management and affairs of the business or to exercise Member voting rights, and is only entitled to the right to receive distributions to which that dissociating Member would be entitled. The dissociating Member must disclose to the potential buyer or assignee if current Members will not approve the sale.

(d) If the current Members approve of the transfer and assignment, the prospective Member will not have all powers of a Member until that prospective Member executes all agreements binding the Members, including this Operating Agreement, with duly executed copies delivered to the Company.

(e) Upon the departure of the dissociating Member, the new Member shall only possess an economic interest in the Company until all the conditions for being a fully-fledged Member have been satisfied.

7.02 **VALUATION OF DISSOCIATING MEMBERS INTEREST.** If a Member wants to exit the Company, and does not have a buyer of its membership interest, the dissociating Member will assign its interest to the current Members according to the following procedures:

(a) A value must be placed upon this membership interest before assigned.

(b) If the dissociating Member and current Members do not agree on the value of the membership interest, the dissociating Member must pay for a certified appraiser to assess the Company's value, and the dissociating Members' interest will be assigned a value according to the dissociating Member's percentage of ownership.

(c) The current Members must approve the certified appraiser used by the dissociating Member. Current Members have thirty (30) days to approve the dissociating Members certified appraiser. If current Members disapprove the certified appraiser, they must show evidence to support their disapproval of the certified appraiser as a vendor qualified to appraise the Company. Current Members may not stall the process by disapproving all certified appraisers without good faith.

(d) When a certified appraiser places a value on the Company, a value will be placed on the dissociating Member's interest according to that Member's membership interest.

(e) If the current Members disagree with the value placed on the dissociating Members' interest, then the current Member(s) must pay for their own certified appraiser to value the Company and the dissociating Member's interest according to the terms of this Section.

(f) The current Members' appraisal must be completed within sixty (60) days of the initial appraisal or right of current Members to dispute the value of the dissociating Member's interest expires.

(g) Upon completion of current Members' appraisal, the dissociating Member must approve the value placed on its interest. The dissociating Member has thirty (30) days to approve this value.

(h) If the dissociating Member does not approve the current Members' appraised value, then the value of the Company will be determined by adding both appraisers' assessed values, then dividing that value in half.

7.03 **DISTRIBUTION OF DISSOCIATING MEMBERS INTEREST.** Upon determination of the dissociating Members' interest value, the value will be a debt of the Company. The dissociating Member will only be able to demand payment of this debt at dissolution of the Company or by the following method:

(a) The Company will make timely payments.

(b) The Company will only be required to make payments towards dissociating Member's debt if the Company is profitable and passes income to current Members.

(c) The Company must make a debt payment to the dissociating Member if the Company's income surpassed 50% of the total determined value of the dissociating Members' interest in one taxable year. (Example: If dissociating Members' value was $100,000 and current Member(s) received over $50,000 taxable income in the taxable year, the Company would owe a debt payment to dissociating Member. If current Member(s) only received $40,000 in passed income, there would be no payment due.)

(d) The debt payment must be at least 10% of the value of the passed income to current Members.

(e) The Company must make payment to dissociating Member within 60 days of the end of the Company's taxable year.

(f) The payment schedule will continue until the dissociating Member's debt is paid.

(g) If the Company dissolves, the dissociating Member will be a regular creditor and payment will follow Section 57D-4-07 of the Act.

(h) The dissociating Member's membership interest as assigned to current Members shall NOT accrue interest.

(i) The Company may pay the amount owed to the dissociating Member at any time.

ARTICLE VIII
Dissolution

8.01 **DISSOLUTION.** The Members may dissolve the Company at any time, provided the Members unanimously agree. Per Section 57D-6-01 of the Act, the Company shall be dissolved if there are no Members for a consecutive period of ninety (90) days. Pursuant to Section 57D-3-03 of the Act, dissolution of the Company may not be ordered by a simple owner of a Member's transferable interests.

8.02 **DISTRIBUTIONS AFTER DISSOLUTION.** Upon dissolution, the Company must pay its debts before distributing cash, assets, or capital to the Members or the Members' interests. The Members agree that any distributions occurring after the dissolution of the Company will follow the process outlined in this Agreement and Section 57D-6-07 of the Act.

ARTICLE IX
General Matters

9.01 **MULTIPLE ORIGINALS.** This Agreement may be signed in any number of counterparts, each of which will be deemed an original.

9.02 **BINDING EFFECT.** Subject to the restrictions on transfer in Article VII of this Agreement, this Agreement binds and inures to the benefit of the Members and to their respective successors, personal representatives, heirs, and assigns.

9.03 **CONSTRUCTION OF HEADINGS.** The headings contained in this Agreement are included solely for the reader's convenience and reference.

9.04 **AMENDING OPERATING AGREEMENT.** This Agreement may only be amended by an affirmative vote or consent of all Members.

9.05 **GOVERNING LAW.** Pursuant to Section 57D-1-02 of the Act, the Parties acknowledge and agree this Agreement is and will be governed, construed, and administered according to the laws of the State of North Carolina, as they may be amended from time to time.

9.06 **COMPLIANCE WITH THE ACT.** All matters related to the operations of the Company not specifically addressed herein must be addressed in accordance with the Act. The Company must comply with all other provisions of the Act in order to stay compliant with the law.

9.07 **SEVERABILITY.** If a court of competent jurisdiction determines that any provision of this Agreement is invalid, then the remaining provisions are to be construed as if the invalid provision was never included.

9.08 **VENUE.** The venue for any dispute arising under this Agreement or any disputes among the Members or the Company will be the county in which the Registered Office is located.

9.09 **NOTICE TO MEMBERS.** All notices to be given under the Agreement to the Members shall be given in writing and shall be deemed given: (i) when deposited in the mail to the address shown below of the Member entitled to receive notice, postage prepaid, registered or certified; (ii) when transmitted if sent by facsimile provided a confirmation of transmission is produced by the sending machine to the fax number shown below of the Member entitled to received notice; (iii) when transmitted if sent by email when the email is received in the recipient's mailbox; or (iv) when delivered if delivered personally or sent by express courier service. The address or fax number of any Member may be changed by written notice to the Managers. Notices to the Company shall be deemed given in the same manner provided they are directed to the Managers at the Company's principal place of business.

9.10 **ENTIRE AGREEMENT.** This Agreement, together with the Articles of Organization (as may be amended) and all related exhibits, schedules, attachments, etc., constitute the sole and entire agreement by and among the Members. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, written or oral, with respect to the subject matter.

[remainder of page left intentionally blank]

CERTIFICATION OF MEMBERS

The undersigned hereby agree, acknowledge, and certify that the foregoing Operating Agreement is adopted and approved by each Member. The agreement consisting of ____ pages, constitutes, together with Exhibit 1, Exhibit 2, and Exhibit 3, the Operating Agreement of _____, adopted by the Members as of the _____ day of _____, 20___.

Members:

_____ _____
Signature Printed Name
Percent: _____%

_____ _____
Signature Printed Name
Percent: _____%

_____ _____
Signature Printed Name
Percent: _____%

_____ _____
Signature Printed Name
Percent: _____%

_____ _____
Signature Printed Name
Percent: _____%

EXHIBIT 1
LISTING OF MANAGERS

By a majority vote of the Members, the following Managers were elected to operate the Company pursuant to ARTICLE IV of the Agreement:

_____ _____
Signature Printed Name
Chief Executive Manager

Address_____
_____
_____

_____ _____
Signature Printed Name
Title:_____

Address_____
_____
_____

The above listed Manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE IV or upon their voluntary resignation.

Signed and agreed this _____day of _____, 20_____.

_____ _____
Signature of Member Printed Name

_____ _____
Signature of Member Printed Name

_____ _____
Signature of Member Printed Name

_____ _____
Signature of Member Printed Name

EXHIBIT 2
LISTING OF MEMBERS

As of the _____ day of _____, 20_____ the following is a list of Members of the Company:

Name_____ Percent _____%

Address _____

Name_____ Percent _____%

Address _____

Name_____ Percent _____%

Address _____

Name_____ Percent _____%

Address _____

Authorized by Member(s) to provide Member Listing as of this _____ day of _____, 20_____.

_____ _____
Signature of Member Signature of Member

_____ _____
Signature of Member Signature of Member

EXHIBIT 3
CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE II, the Members' initial contribution to the Company capital is stated to be $_____. The description and each individual portion of this initial contribution is as follows:

_____ $_____

_____ $_____

_____ $_____

_____ $_____

_____ $_____

_____ $_____

_____ $_____

_____ $_____

_____ $_____

SIGNED AND AGREED this _____ day of _____, 20____.

_____ _____
Member Member

_____ _____
Member Member

LLC Resolution to Open a Bank Account

Account: _____ Bank Name: _____
Holder: _____ Address: _____
_____ _____

Acct #:_____

As a Member or Manager of the LLC named above, I certify that the LLC has been organized within the bounds of state law as an LLC with its principal office located at:

_____

I further attest that at the initial meeting of the LLC's members was held on_____, a quorum was present, and voting and adopted the following resolutions:

Resolved, that the financial institution named above is designated as a depository for the funds of this LLC, which may be withdrawn on checks, drafts, debit advices, notes, or other orders for payments bearing any officer, manager, or authorized employee of this LLC.

Further Resolved, that the financial institution will accept and pay on, without further inquiry, any checks or debits drawn against any of the LLC's accounts. The checks or debits will be honored by the financial institution whether the item has been drawn or endorsed to the order of any authorized officer, manager, or employee signing; tendered by the authorized officer, manager, or employee for the purpose of cashing or payment; or for deposit to the officer's, manager's, or employee's personal account. The financial institution will not be required to inquire as to the use of any check or debit signed in accordance with the resolutions contained herein.

Further Resolved, that the officers, managers, or authorized employees may execute other agreements, including, but not limited to, special depository agreements, and arrangements concerning the manner, condition, and/or purposes for which funds, checks, debits, or items of the LLC may be deposited, collected, or withdrawn, as long as these other agreements are not contrary to the provisions contained in this resolution.

Further Resolved, that the power granted to the LLC's officers, managers, or authorized employees will remain in full force and effect until written notice has been delivered and received by the financial institution at each location where an account is maintained. The financial institution will be indemnified and held harmless from any losses suffered or liabilities incurred by continuing to act in accordance with this resolution.

I Further Attest that the person(s) named below occupy the stated position, as indicated by their signature, and that the resolutions contained in this document are recorded on the books of the LLC, and these resolutions are in full force and effect and have not been altered in any way.

CERTIFIED AND ATTESTED TO ON THIS _____ DAY OF _____, 20___, BY:

X_____

LLC MEMBER / MANAGER