OPERATING AGREEMENT

OF

A SINGLE-MEMBER LIMITED LIABILITY COMPANY

State of Formation	____
Effective Date	____
Sole Member	____
Principal Business Address	____

IMPORTANT: This is a general educational template for a single-member LLC. It is not individualized legal, tax, or accounting advice. State law and the member's own choices can materially affect the agreement. Review every blank and provision before signing; obtain professional advice for complex ownership, financing, tax elections, regulated activities, estate planning, or other special circumstances.

ARTICLE I - COMPANY FORMATION

1.1. Formation

The Sole Member has formed a limited liability company (the **"Company"**) under the limited liability company law of the State of Formation identified above. This Operating Agreement (the **"Agreement"**) is adopted by the Sole Member to govern the Company's internal affairs and the conduct of its business to the fullest extent permitted by applicable law.

1.2. Company Name

The legal name of the Company is ____. The Company may conduct business under additional lawful trade names or assumed names as authorized by the Sole Member.

1.3. Registered Agent and Registered Office

The Company's registered agent and registered office in the State of Formation will be those stated in the Company's formation records, as amended from time to time.

1.4. Principal Place of Business

The principal place of business is ____, or another location selected by the Sole Member.

1.5. Purpose

The Company may engage in any lawful business or activity for which a limited liability company may be formed in the State of Formation, subject to any restriction stated here: ____.

1.6. Term

The Company will have perpetual existence unless dissolved in accordance with this Agreement or applicable law.

1.7. Sole Member

The Sole Member is identified in the Member Certification attached to this Agreement. The Sole Member owns one hundred percent (100%) of the membership interest unless and until an additional member is admitted by written action and this Agreement is appropriately amended or replaced.

1.8. Additional Members

No additional member will be admitted unless the Sole Member approves the admission and the Company documents the new ownership, contributions, management rights, voting rights, allocations, and other necessary terms. Upon admission of another member, the Company should adopt a multi-member operating agreement.

ARTICLE II - CAPITAL CONTRIBUTIONS

2.1. Initial Contribution

The Sole Member's initial contribution to the Company is described in Exhibit A. The agreed value of the initial contribution is $____________________________.

2.2. Additional Contributions

The Sole Member may make additional contributions of cash, property, services, or other value permitted by applicable law, but is not obligated to make an additional contribution unless separately agreed in writing.

2.3. Company Property

All property acquired by or for the Company will be Company property and should be titled, recorded, or otherwise identified in a manner consistent with Company ownership.

2.4. No Interest on Contributions

No interest will be paid on capital contributions unless the Sole Member expressly authorizes otherwise in a written Company record.

ARTICLE III - PROFITS, LOSSES AND DISTRIBUTIONS

3.1. Profits and Losses

For Company accounting purposes, profits and losses will be determined using the accounting method selected by the Sole Member. For tax purposes, income, gain, loss, deduction, and credit will be reported in accordance with the Company's valid federal, state, and local tax classification and applicable tax law.

3.2. Distributions

Subject to applicable law, Company obligations, contractual restrictions, and reasonable reserves, the Sole Member may authorize distributions of available Company cash or property at such times and in such amounts as the Sole Member determines.

3.3. No Improper Distribution

No distribution will knowingly be made if prohibited by applicable law or if it would improperly impair the Company's ability to satisfy its liabilities.

ARTICLE IV - MANAGEMENT

4.1. Member-Managed Structure

The Company is managed by the Sole Member unless this Agreement is amended to vest management, in whole or in part, in one or more managers.

4.2. Authority of Sole Member

The Sole Member has full authority, subject to applicable law and any express limitation in this Agreement, to manage and control the Company's business and affairs and to bind the Company.

4.3. Specific Powers

Without limiting Section 4.2, the Sole Member may acquire, sell, lease, license, or otherwise deal with Company assets; enter contracts; borrow money; grant lawful security interests; open, maintain, and close financial accounts; hire employees and independent contractors; engage professional advisers; settle Company claims; acquire insurance; make tax elections; and execute instruments on behalf of the Company.

4.4. Delegation

The Sole Member may delegate specified management rights, powers, or duties to officers, employees, agents, committees, or other persons to the extent permitted by applicable law. A delegation does not by itself make the delegate a member of the Company.

4.5. Company Records of Major Decisions

The Sole Member should document material Company decisions when appropriate, including significant financing, guarantees, material asset sales, admission of another member, merger or conversion, major related-party transactions, and dissolution.

4.6. Separate Company Identity

The Sole Member intends to operate the Company as a legal entity separate from the Sole Member and will use commercially reasonable practices to keep Company funds, records, contracts, and property distinct from personal funds, records, contracts, and property.

ARTICLE V - COMPENSATION AND REIMBURSEMENT

5.1. Compensation

The Sole Member may receive compensation for services to the Company if authorized and handled consistently with the Company's tax classification and applicable law. This Agreement does not itself establish payroll treatment or determine tax deductibility.

5.2. Reimbursement

The Company may reimburse the Sole Member for reasonable and properly documented expenses incurred on behalf of the Company.

ARTICLE VI - BOOKS, RECORDS, BANKING AND TAX MATTERS

6.1. Books and Records

The Company will maintain complete and accurate books and records appropriate to its activities and the records required by applicable law. Records may be maintained electronically.

6.2. Fiscal and Tax Year

The Company's fiscal and tax year will be the calendar year unless the Sole Member lawfully selects another permitted period.

6.3. Bank and Financial Accounts

Company funds will be deposited in accounts maintained in the Company's name. The Sole Member or properly authorized persons may sign or transact on those accounts.

6.4. Federal Tax Classification

The Company's federal tax classification will be determined under applicable federal tax law and any valid election made by the Company or Sole Member. This Agreement does not itself make an S corporation, C corporation, or other tax election.

6.5. Tax Returns and Information Filings

The Sole Member will cause the Company and/or the Sole Member to prepare and file tax returns, information returns, elections, reports, and other filings required by applicable law.

6.6. Tax Identification Numbers

The Company will obtain and use an Employer Identification Number or other tax identification number when required or appropriate for the Company's activities, banking, payroll, tax classification, or reporting obligations.

ARTICLE VII - LIABILITY, INDEMNIFICATION AND INSURANCE

7.1. Limited Liability

The Sole Member's liability for debts, obligations, and liabilities of the Company will be determined by applicable law. Nothing in this Agreement eliminates liability arising from a separate personal guarantee, independent wrongful conduct, or another obligation imposed by law.

7.2. Good-Faith Company Actions

To the fullest extent permitted by applicable law, the Company may protect and indemnify the Sole Member and authorized officers, employees, or agents for liabilities and expenses arising from good-faith actions taken within their Company authority, except to the extent indemnification is prohibited by law or expressly limited here: ____.

7.3. Insurance

The Company may purchase and maintain liability, property, cyber, key-person, workers' compensation, professional, or other insurance as the Sole Member considers appropriate.

ARTICLE VIII - TRANSFERS AND SUCCESSION

8.1. Transfer of Interest

The Sole Member may transfer all or part of the Sole Member's economic or membership interest by a written instrument, subject to applicable law, this Agreement, and any enforceable restriction affecting the interest.

8.2. Effect of Transfer

A transfer of economic rights does not automatically confer management or other membership rights except as provided by applicable law and the governing Company documents.

8.3. Successor Planning

The Sole Member may coordinate this Agreement with lawful estate-planning or succession documents. Intended successor or planning note (optional): ____.

8.4. Death or Incapacity

The death, incapacity, or other event affecting the Sole Member will be handled under applicable law, this Agreement, and any valid succession or estate-planning documents. The Company should not rely on this Agreement alone as a substitute for estate planning.

ARTICLE IX - DISSOLUTION AND WINDING UP

9.1. Dissolution Events

The Company will dissolve upon the Sole Member's written decision to dissolve, an event expressly requiring dissolution under this Agreement, or another event requiring dissolution under applicable law.

9.2. Winding Up

After dissolution, the Sole Member or another lawfully authorized person will wind up the Company's affairs, including collecting and disposing of assets as appropriate, satisfying or making reasonable provision for Company liabilities, and distributing remaining assets as permitted by law.

9.3. Final Filings

An authorized person will make the cancellation, termination, tax, and other final filings required by the State of Formation and other applicable jurisdictions.

ARTICLE X - GENERAL PROVISIONS

10.1. Amendments

The Sole Member may amend this Agreement by a signed written amendment or by adopting a replacement operating agreement, subject to applicable law.

10.2. Governing Law

This Agreement is governed by the law of the State of Formation, without limiting mandatory rules that cannot lawfully be waived.

10.3. Entire Agreement

This written Agreement, together with its exhibits and valid amendments, states the Sole Member's agreement concerning the matters addressed here and supersedes prior inconsistent understandings on those matters.

10.4. Severability

If a provision is held unenforceable, the remaining provisions will continue to the fullest extent permitted by law, and the affected provision will be modified only to the minimum extent necessary where legally permissible.

10.5. Electronic Signatures and Counterparts

This Agreement and related Company actions may be executed in counterparts and by electronic signature to the extent permitted by applicable law.

10.6. Headings

Article and section headings are for convenience and do not limit the meaning of the provisions.

10.7. Professional Advice

The Sole Member acknowledges that this template is a general starting document and that legal, tax, accounting, insurance, and financial advice may be appropriate depending on the Company's circumstances.

MEMBER CERTIFICATION AND ADOPTION

The undersigned Sole Member adopts and approves this Operating Agreement as the limited liability company agreement of the Company effective as of the date stated below.

Company legal name:	____
Sole Member printed name:	____
Sole Member address:	____
Signature:	____
Date:	____
Ownership interest:	100%

EXHIBIT A - INITIAL CAPITAL CONTRIBUTION

The Sole Member records the following initial contribution(s) to the Company. Add an attachment if additional space is needed.

Description of cash, property, services, or other contribution	Agreed value
	$________________
	$________________
	$________________
	$________________
	$________________
	$________________
	$________________
	$________________
	$________________

Total agreed initial contribution: $____________________________

Sole Member signature: ____________________________________ Date: ____________________

EXHIBIT B - COMPANY INFORMATION AND AUTHORITY RECORD

Company legal name	
State of Formation	
Formation / filing date	
EIN (if applicable)	
Principal business address	
Registered agent	
Primary bank / financial institution	
Authorized signer(s)	
Accounting / tax professional (optional)	

This exhibit is an internal convenience record and does not replace government, banking, tax, licensing, or other official records.

STATE-SPECIFIC USE NOTE

This master template is intentionally state-neutral. Before signing, the Sole Member should review the LLC School operating-agreement guide for the Company's State of Formation and customize this document for any state-specific rules, terminology, mandatory provisions, or recommended clauses.

For a Delaware LLC, the Delaware Limited Liability Company Act broadly recognizes LLC agreements, including agreements of a single-member LLC; Delaware's default management rule vests management in members unless the agreement provides otherwise; Delaware gives strong effect to freedom of contract; and Delaware distinguishes assignment of economic interests from membership/management rights. State law changes over time, so the current official statute should be checked when the document is used.

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