

Congratulations!

is now formed and you are now permitted to do business!

State of formation: _____ Filing date: _____

As part of the formation process we have placed the official state documents in your account. This will show you are registered to do business in your state. Also included are the Initial Resolutions which release all power to the managers or members and show the formation details of your company. An Operating Agreement is also included which provides a guideline on how your LLC will operate. Other documents such as membership certificates and banking resolutions are included as well which will evidence who owns the company and who has authority to sign on behalf of the company. If you are opening a business bank account the bank may want to see all of these documents so it is a good to print them out and take them with you.

The documents placed in your online account are always available to view. In addition to the Documents section you may always add additional services under the Services tab should you need our assistance with further state registrations, ongoing state compliance and registered agent services.

Thank you for letting us help form your LLC. The best part of our job is meeting different people from various business backgrounds and helping them launch their companies. Please do not hesitate to contact us further should have any questions regarding your company or our services.

Thanks,

Filings Team

INITIAL RESOLUTIONS

I, _____, of _____, being the Organizer of _____, a _____ Limited Liability Company, hereby resolve to relinquish signing authority to the Members named below and adopt the following resolutions:

1. **Resolved**, the named Members of the Limited Liability Company are hereby named as Members and own an interest in the Limited Liability Company:

2. **Resolved**, that _____ was organized on _____ in the State of _____ with assigned filing number _____.
3. **Resolved**, that the copy of the Articles of Organization of the above named Limited Liability Company is complete.
4. **Resolved**, that the general provisions of an operating agreement be adopted and included as official records of the Limited Liability Company. If members chooses to adopt a more detailed operating agreement, then such agreement will take precedence over general provisions in the original operating agreement.
5. **Resolved**, that member has formed a limited liability company, and is entitled to the full extent of their limitation of liability pursuant to state law. Furthermore, members' failure to maintain formalities of a limited liability company does not preclude them from liability protection under state law.



LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR

SINGLE-MEMBER MANAGED LIMITED LIABILITY COMPANY

ARTICLE I

Company Formation

- 1.1 **FORMATION.** The Member has formed a Limited Liability Company ("Company") according to the provisions of state law in the state in which it was formed. This operating agreement is entered into and effective as of the date it is adopted by the Member.
- 1.2 **REGISTERED OFFICE AND AGENT.** The location and name of the registered agent will be as stated in these formation documents.
- 1.3 **TERM.** The Company will continue perpetually unless,
 - (a) The Member votes for dissolution; or
 - (b) Any event which causes the Company's business to become unlawful; or
 - (c) Any other event causing dissolution of this Limited Liability Company under applicable state laws.
- 1.4 **BUSINESS PURPOSE.** The Company will conduct any and all lawful business deemed appropriate in executing the company's objectives.
- 1.5 **PRINCIPAL PLACE OF BUSINESS.** The Company's principal place of business will be stated in the formation documents, or as selected by the Member.
- 1.6 **ADMISSION OF ADDITIONAL MEMBERS.** Additional Members may be admitted to the Company through a Certificate of New Membership issuance by the Company of a new interest in the Company or a sale of the Member's current percentage of interest. Should a new Member be admitted, this operating agreement will become null and void, and a new operating agreement that addresses the powers of multiple Members will be adopted.

ARTICLE II

Capital Contributions

- 2.1 **INITIAL CONTRIBUTIONS.** The Member initially shall contribute to the Company capital and the Company shall keep record of the amount contributed.

ARTICLE III

Profits, Losses and Distributions

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis.
- 3.2 **DISTRIBUTIONS.** The Member will determine and distribute available funds annually or as the Member sees fit. Available funds will refer to the net cash of the Company available after expenses and liabilities are paid. Upon liquidation of the Company the Member's interest must be distributed according to the positive capital or 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).

ARTICLE IV

Management

- 4.1 **MANAGEMENT OF THE BUSINESS.** The Member will be responsible for the management and ownership of the business.
- 4.2 **MEMBER.** The liability of the Member will be limited as provided by state law. The Member is in control of the Company's affairs and has powers to bind the Company in legally binding agreements, including setting up and operating a LLC company bank account.
- 4.3 **POWERS OF THE MEMBER.** The Member is authorized on the Company's behalf to make all decisions regarding operations and legal affairs, including but not limited to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money, including the pre-payment, financing, or extension of any loan, and the granting of security interests in the Company's assets; (e) the compromise or release of any of the Company's claims or debts; and,

(f) the employment of persons, firms or corporations for the operation and management of the Company's business.

Additionally, the Member is authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and orders for the payment of Company funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs.

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

4.5 **EXCULPATION.** Any act or omission of the Member, which causes or results in loss or damage to the Company or Member, if done in good faith to promote the best interests of the Company, shall not subject the Member to any liability.

4.6 **INDEMNIFICATION.** The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, 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, 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 "no lo Contendere" or does not imply that the party did or did not act in good faith and in a manner which he/she reasonably believed to be lawful and in the best interest of the Company.

4.7 **RECORDS.** The Member will keep the following at the Company's principal place of business or other location:

(a) A copy of all formation documents and all amendments;

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

(c) Copies of the LLC's financial statements for the three most recent years.

ARTICLE V

Compensation

- 5.1 **MEMBER MANAGEMENT FEE.** The Member rendering services to the Company will be compensated commensurate with the value of these services.
- 5.2 **REIMBURSEMENT.** The Company will reimburse the Member for all direct out-of-pocket expenses incurred in managing the Company.

ARTICLE VI

Bookkeeping

- 6.1 **BOOKS.** The Member will keep accurate and complete accounting of the Company's affairs. The Company's accounting period will be the calendar year. At the end of the calendar year, the Member will prepare a statement of the Member's distributive share of income and expense for income tax reporting purposes.
- 6.2 **MEMBER'S ACCOUNTS.** The Member shall 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) and shall consist of his/her initial capital contribution increased by:
- (a) Any additional capital contribution made by him/her;
 - (b) Credit balances transferred from his or her distribution account to the member's capital account;
and decreased by:
 - (i) Distributions to him/her in reduction of Company capital;
 - (ii) The Company's losses if charged to his/her capital account.

ARTICLE VII

Bank Account

- 7.1 **AUTHORITY TO OPEN A BANK ACCOUNT.** The Member has the authority to open any bank account(s) under the Limited Liability Company name. The LLC will maintain its funds in one or more separate bank accounts in the name of LLC. Additionally, the LLC will not allow the funds of the Company to be co-mingled in any way with the funds of another person.

ARTICLE VIII
Transfers

8.1 **ASSIGNMENT.** Should the Member have a creditor with a judgment that issues assignment of the membership interest to the creditor, the creditor will only obtain an assignment of the membership interest. The creditor will not receive actual Membership in the LLC. The creditor does not have any membership rights or possess the ability to be involved in the management of the LLC. Equally, the creditor does not have the right to dissolve the LLC. The creditor is only granted rights to the distributions of the Member's interests, not the rights of membership. The creditor must release the Member's interests back to Member upon payment of the judgment in accordance with the appropriate Court.

ARTICLE IX
Dissolution

9.1 **DISSOLUTION.** The Member may dissolve the LLC at any time. The Member may NOT dissolve the LLC for a loss of membership interests. Upon dissolution the LLC must pay its debts first before distributing cash, assets, and/or initial capital to the Member or the Members interests. The dissolution may only be ordered by the Member, not by the owner of the Members interests.

CERTIFICATION OF MEMBER

The undersigned hereby agree, acknowledge and certify to adopt this
Operating Agreement.

Signed this ____ day of _____, 20____.

Signature

Printed Name

LLC MEMBERSHIP CERTIFICATE

Company Name

Organized in _____ has a total of _____ member(s) at _____ date

This certifies that _____ is a member of the above named Limited Liability Company, and holds a _____% interest of the above named company, which is entitled to the full benefits of such membership.

Such benefits are subject to the membership duties and obligations set forth in the Limited Liability Company operating agreement.

This named Limited Liability Company has caused this certificate to be executed by its members this

_____ day of _____, _____ A.D. _____

Named Member

witness and/or member

if sold:

For _____ received, I, _____ sell and transfer unto
_____, _____% of the membership interest,
represented within this certificate, and appoint

to transfer the allocated interest in the books of the named Limited Liability Company with full power of substitution.

Seller

Newly named member

Witness
Signature and name

LLC Resolution to Open a Bank Account

Account _____
Holder: _____

Bank Name: _____
Address: _____

Acct #:

As a Member 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, advices of debit, notes, or other orders for payments bearing any officer 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 or employee signing; tendered by the authorized officer or employee for the purpose of cashing or payment; or for deposit to the officer'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 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 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 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