

BYLAWS/OPERATING AGREEMENT OF:

A _____ Limited Liability Company
("Company")

**ARTICLE I
ORGANIZATION**

1.1 Formation. The Company has been organized as a _____ limited liability company pursuant to the _____ Limited Liability Company Act.

1.2 Name. The name of the Company is _____.
The Company may also conduct its business under one or more assumed names.

1.3 Purposes. The purpose of the Company is to engage in any activity for which limited liability companies may be formed under the Act. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act.

1.4 Duration. The Company shall be perpetual unless otherwise stated in the Articles or until the Company dissolves and its affairs are wound up in accordance with the Act.

1.5 Registered Office and Resident Agent. The Registered Office and Resident Agent of the Company shall be as designated in the initial or amended Articles. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Act. If the Resident Agent resigns, the Company shall promptly appoint a successor.

**ARTICLE II
BOOKS, RECORDS, AND ACCOUNTING**

2.1 Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act. The Company's books and records shall be kept at the Company's Registered Office.

2.2 Fiscal Year. The Company's fiscal year shall be the calendar year.

**ARTICLE III
DESIGNATION AND AUTHORITY OF MEMBER**

3.1 Management of Business. The business and affairs of the Company shall be managed by and under the authority of its sole Member,

3.2 General Powers of Member. Any and all decisions and actions concerning the business and affairs of the Company shall be made by the Member. The Member has the sole power, on behalf of the Company, to do all things necessary or convenient to carry out the Company's business and affairs, including the power to (a) purchase, lease, or otherwise acquire any real or personal property from any source whatsoever; (b) sell, convey, mortgage, grant a security interest in, pledge, lease, exchange, or otherwise dispose of or encumber any real or personal property; (c) open one or more depository accounts and make deposits into, write checks against, and make withdrawals against such accounts; (d) borrow money and incur liabilities and other obligations; (e) enter into any contract or agreement and execute any and all contracts, agreements, documents, and instruments of whatever nature; (f) engage employees and agents and define their respective duties and compensation; (g) obtain insurance covering the business and affairs of the Company and its property, and on the lives and well-being of its Members, employees, and agents; (h) begin, prosecute, or defend any proceeding in the Company's name; and (i) participate with others in partnerships, joint ventures, and other associations and strategic alliances.

3.3 Exculpation of Liability and Indemnification. Unless otherwise provided by the Act or expressly assumed, the Member shall not be liable for the acts, debts, or liabilities of the Company. The Member shall discharge his duties as Member in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Member reasonably believes to be in the best interests of the Company. The Company shall indemnify the Member to the fullest extent permitted by the Act against expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, actually and reasonably incurred by such person in connection with any action, suit, or proceeding.

3.4 Third-Party Reliance. Any person (including any financial institution) who may deal with the Company or the Member on behalf of the Company shall be entitled, without liability and without any further inquiry or investigation whatsoever, to rely on the unilateral authority of the Member to make any and all decisions and to take any and all actions with respect to the Company and the decisions and actions of the Member shall be binding on and enforceable against the Company.

Company: _____

Date: _____

By: Sole Member _____