

**OPERATING AGREEMENT
FOR**

[REDACTED], LLC

A LOUISIANA SINGLE-MEMBER LIMITED LIABILITY COMPANY

Effective Date: [REDACTED] day of [REDACTED], 20[REDACTED]

ARTICLE I — COMPANY FORMATION

1.01 Formation

The Member formed a Limited Liability Company (the "Company") by filing Articles of Organization and an Initial Report with the Louisiana Secretary of State pursuant to La. R.S. 12:1304, the Louisiana Limited Liability Company Law. This Agreement is a written operating agreement between the Member and the Company within the meaning of La. R.S.

12:1301(A)(16), which expressly requires a written agreement for single-member Louisiana LLCs. This Agreement is not filed with the Louisiana Secretary of State.

Articles of Organization Filing Date: [REDACTED] day of [REDACTED], 20[REDACTED]

1.02 Company Name

LLC Name: [REDACTED]

The LLC name must match the Articles of Organization exactly, including punctuation.

1.03 Registered Agent and Registered Office

Louisiana requires every LLC to maintain a registered agent with a physical address in the state (La. R.S. 12:1305). The Initial Report includes a notarized affidavit of acknowledgment from each registered agent.

Registered Agent Name: [REDACTED]

Registered Office Address (physical Louisiana street address):

[REDACTED]

1.04 Principal Office Address

Principal Office Address:

[REDACTED]

1.05 Term

The Company continues perpetually unless dissolved under this Agreement or pursuant to La.

R.S. 12:1335.

1.06 Business Purpose

The Company may engage in any lawful business activity permitted under Louisiana law.

1.07 Why This Agreement Must Be Written

La. R.S. 12:1301(A)(16) defines the operating agreement for a single-member LLC as a WRITTEN agreement between the member and the company. Several Louisiana default rules only yield to a written operating agreement — not an oral one. Key defaults that this Agreement overrides: profit allocation (La. R.S. 12:1323), withdrawal terms (La. R.S. 12:1325), and assignee admission (La. R.S. 12:1332).

ARTICLE II — THE MEMBER

2.01 Member Information

Member Name:

Member Address:

Ownership Interest: 100%

2.02 Succession — Acts 2022, No. 156 (La. R.S. 12:1333.1)

Under La. R.S. 12:1333.1 (enacted by Acts 2022, No. 156), the death of the sole member does NOT automatically terminate the membership interest or dissolve the Company. The membership interest is fully heritable. The succession representative may exercise the deceased member's rights for estate administration during probate. Once a court issues a judgment of possession, the heir or legatee receives full membership rights. This Agreement supplements that statutory floor:

Designated Successor / Heir (name):

Successor Address:

2.03 Admission of Additional Members

Under La. R.S. 12:1332(A)(1), an assignee does not become a full member unless the other members unanimously consent in writing. New members may be admitted only by written amendment to this Agreement signed by the Member.

Amendment Date (if applicable):

ARTICLE III — CAPITAL CONTRIBUTIONS

3.01 Initial Contribution

The Member's initial contribution is described in Exhibit 1. Specify the dollar amount, property description, or agreed value of each contribution.

Total Initial Contribution: \$

3.02 Additional Contributions

Any additional contribution shall be documented in writing and recorded in the Company's capital account ledger.

Additional Contribution Terms:

3.03 Capital Account

The Member's capital account shall be maintained per Treasury Regulation § 1.704-1(b)(2)(iv), tracking contributions, distributions, and allocated profits or losses.

3.04 Withdrawal of Capital

Capital may be withdrawn only through distributions pursuant to Article IV or upon dissolution pursuant to Article X.

ARTICLE IV — PROFITS, LOSSES, AND DISTRIBUTIONS

4.01 Profits and Losses — La. R.S. 12:1323 Override

Under La. R.S. 12:1323, Louisiana's default allocates profits and losses EQUALLY among all members regardless of capital contribution. This written Agreement overrides that default: profits and losses are allocated 100% to the sole Member.

4.02 Interim Distributions — La. R.S. 12:1324 Override

Under La. R.S. 12:1324, Louisiana's default shares interim distributions EQUALLY. This written Agreement overrides that default: distributions are allocated 100% to the sole Member at such times and amounts as the Member determines, provided sufficient funds remain for the Company's obligations.

Distribution Schedule / Notes:

4.03 Withdrawal Distribution — La. R.S. 12:1325

La. R.S. 12:1325 provides that a member in a no-term LLC may withdraw on 30 days' written notice and demand fair market value of the interest unless the written OA says otherwise. As a

single-member LLC, voluntary withdrawal is addressed in the succession clause. Any economic withdrawal by the Member is governed by the dissolution procedures in Article X.

4.04 Tax Classification and Louisiana Tax

The Company is a disregarded entity for federal income tax purposes by default. As a disregarded single-member LLC, no IT-565 partnership return applies unless the Member changes entity classification. If the LLC is taxed as a corporation, Form CIFT-620 is due by May 15. Louisiana also offers a pass-through entity tax election (Form R-6980); termination via Form R-6983. The Member may elect:

Default — Disregarded Entity S-Corporation (IRS Form 2553) C-Corporation (IRS Form 8832)

Tax Election (if changed):

4.05 Withholdings

The Company may withhold amounts required by federal, state, or local law. Withheld amounts shall be treated as distributed to the Member.

4.06 Liquidation Distributions

Upon dissolution, liquidation distributions shall follow La. R.S. 12:1336 and the Member's positive capital account balance per Treasury Regulation § 1.704-1(b)(2)(iv) after satisfaction of all Company obligations.

ARTICLE V — MANAGEMENT

5.01 Member-Managed Structure — La. R.S. 12:1311

Pursuant to La. R.S. 12:1311, Louisiana LLCs are member-managed by default unless the Articles of Organization provide for management by one or more managers (La. R.S. 12:1312). This Company is MEMBER-MANAGED. The Member has full authority over daily operations.

5.02 Mandatary Authority — La. R.S. 12:1317

Under La. R.S. 12:1317(A), the Member acts as mandatary (agent) of the Company for all ordinary-course transactions, EXCEPT immovable-property (real estate) transactions unless this Agreement specifically grants that authority.

- (a) Ordinary-course transactions: the Member is authorized to bind the Company.
- (b) Immovable-property transactions: the Member is authorized to execute, deliver, and record real-estate acquisitions, sales, mortgages, leases, and other instruments affecting immovable property on behalf of the Company.

5.03 Authority Restrictions and Third-Party Notice — La. R.S. 12:1317(B)

CRITICAL LOUISIANA RULE: Under La. R.S. 12:1317(B), restrictions on authority written into this Operating Agreement bind third parties ONLY if the Articles of Organization state that such restrictions exist. If any authority restriction below is to be effective against third parties, a corresponding statement must appear in the Articles.

Authority restrictions (if any):

5.04 Officers and Authorized Persons

Authorized Person(s) / Officer(s):

Title(s):

5.05 Fiduciary Duties — La. R.S. 12:1314

Under La. R.S. 12:1314, in a member-managed LLC the Member stands in a fiduciary relationship to the Company. Louisiana codifies a gross-negligence standard for internal monetary liability. The Member shall act in good faith and in the best interests of the Company at all times.

ARTICLE VI — LIABILITY AND INDEMNIFICATION

6.01 Limitation of Liability — La. R.S. 12:1320

Under La. R.S. 12:1320, the Member is not personally liable for Company debts solely by reason of being a Member. The Louisiana Supreme Court in *Ogea v. Merritt* (2013) confirmed that fraud, breach of professional duty, and negligent or wrongful acts fall OUTSIDE the statutory liability shield (La. R.S. 12:1320(D)).

6.02 Indemnification — La. R.S. 12:1315

Pursuant to La. R.S. 12:1315, this written Agreement provides: the Company shall indemnify the Member, officers, employees, and agents for judgments, settlements, penalties, fines, and expenses arising from their roles. EXCEPTIONS that cannot be overridden (La. R.S. 12:1315(B)): (1) improper financial benefit the Member was not entitled to receive; (2) an intentional violation of criminal law.

6.03 Exculpation

Acts or omissions undertaken in good faith in the Member's capacity as manager of the Company shall not subject the Member to personal liability, except for fraud, breach of professional duty, or negligent or wrongful acts.

ARTICLE VII — COMPENSATION AND REIMBURSEMENT

7.01 Compensation

Compensation Amount / Terms:

7.02 Reimbursement

The Company shall reimburse the Member for documented out-of-pocket expenses incurred in connection with Company business.

ARTICLE VIII — BOOKS AND RECORDS

8.01 Records Location

Address:

8.02 Required Records — La. R.S. 12:1319

Per La. R.S. 12:1319, the Company shall maintain at its principal office: (a) this signed written Agreement and all amendments; (b) Articles of Organization and Initial Report; (c) federal and state tax returns for the three (3) most recent years; (d) financial statements for the three (3) most recent years; and (e) capital account ledger. Banks, lenders, and real estate transactions will require a copy of this signed Agreement.

8.03 Annual Report — La. R.S. 12:1308.1

Louisiana requires an annual report, due ON OR BEFORE THE ANNIVERSARY DATE of organization each year. Fee: \$30. Filing is through geauxBIZ or the Louisiana Secretary of State (printable option available up to 4 weeks before due date; online filing within 30 days of renewal date). CRITICAL: failure to file for THREE CONSECUTIVE YEARS triggers revocation (La. R.S. 12:1308.2). The SOS must give at least 30 days' notice before revoking. A delinquent LLC is barred from state commercial operations and existing state contracts may be declared null and void (La. R.S. 12:1308.2(E)). Reinstatement must be filed within three years of the effective revocation date.

ARTICLE IX — TRANSFER OF INTEREST

9.01 Transfer of Membership Interest — La. R.S. 12:1332

Under La. R.S. 12:1332(A)(1), an assignee of a membership interest does NOT become a member and does NOT participate in management unless the other members unanimously consent in writing. As a single-member LLC, any transfer of the full membership interest is addressed through the succession clause in Section 2.02 and the right of the heir/legatee under

La. R.S. 12:1333.1.

9.02 Right of First Refusal

Before transferring any interest to a third party, the Company shall have a right of first refusal to purchase that interest at fair market value.

Days to exercise right of first refusal:

ARTICLE X — DISSOLUTION

10.01 Dissolution Triggers — La. R.S. 12:1335

- (a) The Member's written election to dissolve;
- (b) Judicial dissolution under La. R.S. 12:1335;
- (c) Administrative dissolution by the Louisiana Secretary of State for failure to file three consecutive annual reports (La. R.S. 12:1308.2); or
- (d) Any other event specified in the Articles of Organization.

10.02 Winding Up and Liquidator — La. R.S. 12:1336

Liquidator (if other than the Member):

Upon dissolution, winding up proceeds per La. R.S. 12:1336. Note: Louisiana requires newspaper publication in certain dissolution and liquidation procedures (La. R.S. 12:1338, 12:1339) — publication is NOT required for formation.

Order: (1) pay all creditors; (2) allocate remaining income/loss to capital account; (3) distribute remaining assets to the Member.

ARTICLE XI — GENERAL PROVISIONS

11.01 Governing Law

This Agreement shall be governed by the laws of the State of Louisiana, including Louisiana Revised Statutes Title 12, Chapter 22.

11.02 Amendment

This Agreement may be amended only by a written amendment signed by the Member, consistent with La. R.S. 12:1318(B).

11.03 Venue

Parish: , Louisiana.

11.04 Severability

If any provision is held invalid, it shall be severed; the remainder shall continue in full force.

11.05 Entire Agreement

This Agreement, the Articles of Organization, Initial Report, and all exhibits constitute the complete written agreement of the Member.

11.06 No Filing Required / No Notarization Required

This Agreement shall not be filed with the Louisiana Secretary of State and requires no notarization (La. R.S. 12:1305(E) requires notarization only for the registered agent's Initial Report affidavit, not this Agreement). Keep signed originals with Company records per La. R.S. 12:1319.

CERTIFICATION OF SOLE MEMBER

IN WITNESS WHEREOF, the undersigned, being the sole Member of the Company, has executed this written Operating Agreement as of the date first written above, constituting a valid written operating agreement under La. R.S. 12:1301(A)(16).

Date: day of , 20

Signature:

Printed Name:

Ownership Interest: 100%

Address:

EXHIBIT 1 — CAPITAL CONTRIBUTIONS

This Exhibit is attached to the Operating Agreement for (LLC Name):

Louisiana Single-Member Limited Liability Company.

Description of Contribution

Amount (\$)

TOTAL INITIAL CONTRIBUTION

SIGNED this: day of , 20

Signature:

Printed Name:

EXHIBIT 2 — BANK RESOLUTION

This Bank Resolution is adopted by the sole Member of the Company identified below.

Company Name:

Bank Name:

Bank Address:

Account Title:

Principal Office:

Resolution Date: day of , 20

RESOLVED, the financial institution identified above is designated as official depository for this Company.

RESOLVED FURTHER, the authorized signer(s) below may sign checks, drafts, and payment orders on behalf of the Company.

RESOLVED FURTHER, Company funds shall not be commingled with personal funds.

Authorized Signer(s):

Title(s):

Date: day of , 20

Signature:

Printed Name:

LEGAL DISCLAIMER

This Operating Agreement template is provided by Boost Suite (boostsuite.com) for informational and educational purposes only. It does not constitute legal advice and should not be relied upon as a substitute for consultation with a licensed attorney.

This template is customized with Louisiana-specific statute references under Louisiana Revised Statutes Title 12, Chapter 22, the Louisiana Limited Liability Company Law, including Acts 2022, No. 156 (La. R.S. 12:1333.1). It may not address all legal requirements specific to your LLC or situation.

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Your Louisiana LLC Resources:

→ <https://boostsuite.com/llc-operating-agreement/louisiana/>

→ <https://boostsuite.com/how-to-start-an-llc/louisiana/>

→ <https://boostsuite.com/how-to-start-an-llc/cost/louisiana/>

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