

# NEBRASKA LLC OPERATING AGREEMENT

## Single-Member Limited Liability Company

This Nebraska LLC Operating Agreement (this "**Agreement**") is entered into and effective as of [ ] (the "**Effective Date**") by [ ] (the "**Sole Member**"), as the sole member of [ ], a Nebraska limited liability company (the "**Company**"). This Agreement is adopted pursuant to the Nebraska Uniform Limited Liability Company Act, Neb. Rev. Stat. §§ 21-101 to 21-197 (the "**Act**").

## ARTICLE I — FORMATION

### 1.01 Name.

The name of the Company is [ ]. The Company shall conduct business under such name or any other name duly adopted and registered with the Nebraska Secretary of State.

### 1.02 Formation.

The Company was formed as a Nebraska limited liability company by filing a **Certificate of Organization** with the Nebraska Secretary of State, Business Services Division, pursuant to Neb. Rev. Stat. § 21-117. Nebraska uses the terminology "*Certificate of Organization*," not "Articles of Organization." The Certificate of Organization was filed on [ ].

### 1.03 Designated Office.

The Company's **designated office** in Nebraska is located at [ ].

### 1.04 Registered Agent.

The Company's **agent for service of process** (registered agent) in Nebraska is [ ], whose address in Nebraska is [ ]. The registered agent is either (i) an individual who resides in Nebraska or (ii) a business entity authorized to do business in Nebraska, as required by the Act. Any change in the designated office or registered agent shall be reported to the Secretary of State on a *Statement of Change* (current filing fees: \$30 in-office / \$25 online).

### 1.05 Purpose.

The Company is organized to engage in the following business, together with any lawful activity related thereto:

[ General business or specific purpose ]

### 1.06 Term.

The Company commenced on the date the Certificate of Organization became effective and shall continue perpetually unless dissolved and wound up in accordance with Article VII of this Agreement or the Act.

### **1.07 Nebraska Publication Requirement (§ 21-193).**

The Members acknowledge that Nebraska is one of the few U.S. states that still requires LLC publication. Under Neb. Rev. Stat. § 21-193, notice of the Company's organization (and any amendment of the Certificate of Organization, merger, conversion, or domestication) must be published for three successive weeks in a legal newspaper of general circulation in the relevant area under § 21-193. An Affidavit/Proof of Publication must then be filed with the Nebraska Secretary of State (current filing fees: \$30 in-office / \$25 online). The Members acknowledge that pending legislation (LB40, introduced 2025) could modify this requirement but, as of the Effective Date, publication remains mandatory.

Responsibility for completing publication and filing the Affidavit/Proof of Publication is assigned to: .

## **ARTICLE II — MEMBERSHIP AND CAPITAL**

### **2.01 Sole Member.**

The Sole Member of the Company is , whose address is . The Sole Member owns a one hundred percent (100%) Percentage Interest in the Company.

### **2.02 Recognition of Sole-Member Operating Agreement.**

The Parties acknowledge that Nebraska expressly recognizes an operating agreement adopted by a sole member. Neb. Rev. Stat. § 21-102(14) defines an operating agreement to include an agreement "of a sole member." This Agreement is adopted in reliance on that provision.

### **2.03 Capital Contribution.**

The Sole Member's initial capital contribution is described on Exhibit 1. The Sole Member's capital contribution total is \$.

### **2.04 Additional Contributions.**

The Sole Member is not required to make additional capital contributions. Any additional capital contributions made by the Sole Member shall be recorded on the Company's books and reflected on Exhibit 1 by amendment.

### **2.05 Capital Account.**

The Company shall maintain a capital account for the Sole Member in accordance with Treasury Regulations under Section 704(b) of the Internal Revenue Code. No interest shall accrue on any capital contribution or capital account balance.

## **ARTICLE III — MANAGEMENT**

### **3.01 Management by Sole Member.**

The Company is managed by the Sole Member. The Sole Member has full and exclusive authority to manage the business and affairs of the Company, including without limitation the authority to enter into contracts, incur indebtedness, acquire and dispose of Company property,

hire and terminate employees and agents, open and operate bank accounts, and take any other action necessary or appropriate to carry out the purposes of the Company.

### **3.02 Standards of Conduct (§ 21-138).**

The Sole Member's conduct in connection with the Company shall be governed by the standards of conduct for members set forth in Neb. Rev. Stat. § 21-138, subject to the limitations of Neb. Rev. Stat. § 21-110 on what this Agreement may alter.

### **3.03 Statement of Authority.**

The Sole Member may, at the Sole Member's discretion, cause the Company to file a Statement of Authority with the Nebraska Secretary of State pursuant to the Act in order to publicly define the authority of any person to transfer real property or enter into specified transactions on behalf of the Company. For a Nebraska LLC that holds real property, filing a Statement of Authority is strongly recommended to prevent title disputes.

## **ARTICLE IV — ALLOCATIONS, DISTRIBUTIONS, AND TAX**

### **4.01 Allocations and Distributions.**

All items of income, gain, loss, deduction, and credit of the Company are allocated to the Sole Member. Distributions are made to the Sole Member at such times and in such amounts as the Sole Member determines, subject to applicable law and the solvency requirements of the Act.

### **4.02 Federal and Nebraska Tax Classification.**

Unless and until the Sole Member elects otherwise, the Company is a disregarded entity for United States federal income tax purposes. The Sole Member may elect corporate or S-corporation tax treatment by filing IRS Form 8832 or IRS Form 2553, and shall coordinate any such election with Nebraska tax filings, including Nebraska Form 1120-SN if an S-election is made.

### **4.03 Nebraska Pass-Through Entity Tax (PTET).**

If the Sole Member elects S-corporation or partnership treatment of the Company for federal tax purposes in the future, the Sole Member shall evaluate the Nebraska Pass-Through Entity Tax (PTET) election under the then-current guidance of the Nebraska Department of Revenue and, if beneficial, file Form PTET-E on or before the return due date (including extensions). For tax years beginning on and after January 1, 2024, estimated PTET payments are required for electing pass-through entities with PTET liability after credits of \$400 or more.

## **ARTICLE V — TRANSFERS AND CREDITOR RIGHTS**

### **5.01 Transfer by Sole Member.**

The Sole Member may transfer all or part of the Sole Member's transferable interest in the Company at any time. A transfer of less than the entire interest does not, by itself, cause dissolution. A transferee receives only the economic rights associated with the transferred interest under Neb. Rev. Stat. § 21-141 and does not become a Member unless admitted in

accordance with this Agreement and the Act.

#### **5.02 Charging Order (§ 21-142).**

Neb. Rev. Stat. § 21-142 provides a charging-order mechanism by which a judgment creditor of a member may reach the member's transferable interest. This Agreement does not limit the statutory remedy but provides that a charging-order holder acquires only the right to receive distributions from the charged interest and does not become a Member, does not have any voting or management rights, and does not have rights to information, management, or dissolution.

### **ARTICLE VI — DISSOCIATION**

#### **6.01 Sole Member Dissociation.**

If the Sole Member dies, becomes incapacitated, or otherwise dissociates from the Company under Neb. Rev. Stat. § 21-145, the successor-in-interest (including an executor, administrator, or transferee under Section 5.01) shall, within ninety (90) days of the dissociation event, either (a) be admitted as the successor Sole Member in accordance with this Agreement and the Act, or (b) cause the Company to be wound up in accordance with Article VII and Neb. Rev. Stat. §§ 21-147 to 21-154.

### **ARTICLE VII — DISSOLUTION AND WINDING UP**

#### **7.01 Events of Dissolution.**

The Company shall be dissolved and its affairs wound up upon the earliest of: (a) an event specified in this Agreement; (b) the written election of the Sole Member; or (c) the entry of a judicial order of dissolution under Neb. Rev. Stat. § 21-147. Neb. Rev. Stat. § 21-147 may not be displaced by this Agreement; the Sole Member acknowledges that the court's power to order dissolution is preserved as a non-waivable provision under Neb. Rev. Stat. § 21-110.

#### **7.02 Winding Up (§§ 21-148, 21-154).**

Upon dissolution, the Company shall continue for the purpose of winding up its affairs in accordance with Neb. Rev. Stat. § 21-148. Assets shall be applied in the order of priority prescribed by Neb. Rev. Stat. § 21-154.

#### **7.03 Final Filings.**

Following winding up, the Company shall file a Statement of Dissolution with the Nebraska Secretary of State and shall comply with any remaining publication requirement under Neb. Rev. Stat. § 21-193 (which applies to the notice of dissolution to the extent required by the Act). The Company shall also file final federal and Nebraska tax returns (including, as applicable, Form 1065N or Form 1120-SN, and Schedules K-1N for Members).

#### **7.04 Administrative Dissolution and Reinstatement.**

If the Company is administratively dissolved by the Nebraska Secretary of State, the Company may apply for reinstatement under Neb. Rev. Stat. § 21-152, subject to the current filing fees of \$30 for an Application for Reinstatement and \$500 for an Application for Late Reinstatement.

## **ARTICLE VIII — RECORDS, REPORTS, AND INFORMATION**

### **8.01 Books and Records.**

The Company shall maintain separate books and records of its business and affairs. The Sole Member acknowledges that the maintenance of separate records, bank accounts, and accounting practices supports entity separateness for purposes of Nebraska veil-piercing analysis. The Nebraska Supreme Court has reinforced that piercing the LLC veil is an equitable remedy and is not automatic merely because a sole member is closely connected to the company. See Perkins, L.L.C. v. RMR Building Group, LLC, 320 Neb. 707 (Neb. Jan. 23, 2026).

### **8.02 Information Rights (§ 21-139).**

Each Member has the information rights provided by Neb. Rev. Stat. § 21-139. These rights are non-waivable to the extent provided by Neb. Rev. Stat. § 21-110; this Agreement may impose reasonable restrictions on the use, confidentiality, and manner of exercise of those rights, but may not impose unreasonable restrictions.

### **8.03 Biennial Report (§ 21-125).**

Nebraska LLCs file biennial reports in odd-numbered years, not annual reports. The biennial report is due by April 1 of each odd-numbered year and becomes delinquent after June 16. The Company shall timely file each biennial report with the Nebraska Secretary of State. Responsibility for filing the biennial report is assigned as follows:

Biennial	report	responsibility:

### **8.04 Tax Returns and Schedules.**

Unless the Company elects corporate or S-corporation tax treatment, the Company's activities are reported on the Sole Member's federal and Nebraska income tax returns. If an S-election is made, the Company shall file IRS Form 1120-S and Nebraska Form 1120-SN, and shall issue Schedules K-1 and K-1N to the Sole Member.

## **ARTICLE IX — INDEMNIFICATION AND LIMITATION OF LIABILITY**

### **9.01 Indemnification (§ 21-137).**

Subject to Neb. Rev. Stat. § 21-137 and the non-waivable limits of Neb. Rev. Stat. § 21-110, the Company shall indemnify the Sole Member, and any officer, employee, or agent of the Company, against expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred in connection with any civil, criminal, administrative, or investigative action or proceeding arising from such person's service to the Company, except to the extent the loss arises from conduct excluded from indemnification by § 21-110 (including bad-faith conduct, intentional misconduct, improper personal benefit, and knowing violations of law).

### **9.02 Non-Waivable Limits (§ 21-110).**

This Agreement does not and may not eliminate liability for: (a) breach of the contractual

obligation of good faith and fair dealing; (b) conduct involving bad faith, willful or intentional misconduct, improper personal benefit, certain loyalty breaches, or a knowing violation of law; or (c) other matters that Neb. Rev. Stat. § 21-110 places outside the operating agreement's reach.

### **9.03 Insurance.**

The Company may purchase and maintain insurance on behalf of any indemnified person, regardless of whether the Company would have power to indemnify such person under this Article IX.

## **ARTICLE X — DISPUTE RESOLUTION AND GOVERNING LAW**

### **10.01 Governing Law.**

This Agreement and all matters relating to the internal affairs of the Company are governed by the law of the State of Nebraska, including the Nebraska Uniform Limited Liability Company Act, without regard to any conflict-of-laws principles that would apply a different body of law.

### **10.02 Mediation and Venue.**

Any dispute arising under this Agreement that cannot be resolved through good-faith negotiation shall first be submitted to non-binding mediation in Nebraska before a mutually acceptable mediator. If mediation does not resolve the dispute within sixty (60) days, the exclusive venue for any judicial proceeding is the courts of the State of Nebraska located in the county of the Company's designated office, or the United States District Court for the District of Nebraska, and each party consents to personal jurisdiction in such forum.

### **10.03 Judicial Remedies Preserved.**

Nothing in this Agreement limits the court's power to grant judicial remedies, including judicial dissolution under Neb. Rev. Stat. § 21-147 or other remedies that Neb. Rev. Stat. § 21-110 places outside the operating agreement's reach. A party may seek emergency or injunctive relief in any court of competent jurisdiction notwithstanding any mediation provision.

### **10.04 Attorney's Fees.**

In any action to enforce this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and costs, to the extent permitted by Nebraska law.

### **10.05 Amendments.**

This Agreement may be amended at any time by a writing signed by the Sole Member.

## **ARTICLE XI — GENERAL PROVISIONS**

### **11.01 Non-Waivable Provisions of the Act (§ 21-110).**

Nothing in this Agreement alters, limits, or eliminates any provision of the Nebraska Uniform Limited Liability Company Act that Neb. Rev. Stat. § 21-110 places outside the reach of an operating agreement, including without limitation: (a) the Company's legal capacity and powers under the Act; (b) the law applicable under § 21-106; (c) the court's power to decree dissolution or order other judicial remedies under § 21-147; (d) the duty of good faith and fair dealing; (e)

information rights under § 21-139 (to the extent a restriction would be unreasonable); and (f) liability limits for bad-faith conduct, willful or intentional misconduct, improper personal benefit, certain loyalty breaches, and knowing legal violations.

#### **11.02 Professional Limited Liability Companies.**

If the Company is or becomes a professional limited liability company (PLLC), the Company shall comply with the additional professional-entity requirements under Nebraska law, including verification of the certificate of registration and licensing status of each Member and Manager who provides the professional service. Nebraska LB628 (2024) updated the professional-entity framework, including language around certificate-of-registration verification.

#### **11.03 Notices.**

Notices under this Agreement shall be in writing and delivered by hand, by a nationally recognized overnight courier, by certified mail, or by email to the address or email address listed for each party on the Company's books. A notice is effective upon receipt.

#### **11.04 Entire Agreement.**

This Agreement, together with its Exhibits, constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes any prior or contemporaneous oral or written agreements.

#### **11.05 Severability.**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in full force and effect, and the invalid or unenforceable provision shall be enforced to the greatest extent permitted by Nebraska law.

#### **11.06 Counterparts and Electronic Signatures.**

This Agreement may be executed in any number of counterparts, each of which is an original and all of which together constitute one and the same instrument. Signatures delivered by PDF, DocuSign, or other electronic means are deemed originals.

#### **11.07 Binding Effect.**

This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

## **CERTIFICATION OF SOLE MEMBER**

The undersigned, being the sole member of the Company, hereby adopts this Agreement as the Operating Agreement of the Company, and certifies that the Sole Member has reviewed and agrees to be bound by its terms as of the Effective Date.

Sole Member Signature:

Print Name:

Date:

## EXHIBIT 1 — CAPITAL CONTRIBUTION OF SOLE MEMBER

---

The following describes the initial capital contribution of the Sole Member to the Company as of the Effective Date.

Sole Member Name:

Date of Contribution:

Cash Contribution (USD):

Property Contribution (describe):

Agreed Value of Property (USD):

Services Contribution (describe):

Agreed Value of Services (USD):

Total Capital Contribution (USD):

Percentage Interest:

## EXHIBIT 2 — BANKING RESOLUTION

---

The undersigned, being the Sole Member of the Company, hereby resolves as follows:

1. The Company is authorized to establish one or more deposit accounts, commercial credit accounts, merchant-services accounts, or other banking relationships with any financial institution the Sole Member selects.

2. The following person(s) are authorized to open accounts, sign checks, endorse negotiable instruments, initiate wire transfers and ACH transactions, execute signature cards and account agreements, and otherwise act on behalf of the Company in banking matters:

Authorized signer(s):

3. The financial institution(s) may rely on this resolution until the institution receives written notice of revocation signed by the Sole Member.

4. This resolution is adopted as of the date signed below and remains in effect until amended or revoked in writing.

Sole Member Signature:

Print Name:

Date:

## LEGAL DISCLAIMER

This template is provided by Boost Suite for general informational purposes only and does not constitute legal, tax, or professional advice. Every Nebraska LLC is different, and the Nebraska Uniform Limited Liability Company Act (Neb. Rev. Stat. §§ 21-101 to 21-197) imposes non-waivable limits on what an operating agreement may alter, as set forth in Neb. Rev. Stat. § 21-110. Use of this template does not create an attorney-client relationship with Boost Suite or any contributing reviewer.

You should consult a Nebraska-licensed attorney or qualified tax professional before relying on this document for your specific situation, particularly in connection with the Nebraska publication requirement (Neb. Rev. Stat. § 21-193), the biennial report (Neb. Rev. Stat. § 21-125), the Pass-Through Entity Tax election (Form PTET-E), nonresident withholding (Form 12N), professional-entity compliance (as updated by LB628 (2024)), or any dissolution or transfer scenario involving Neb. Rev. Stat. §§ 21-141, 21-142, 21-145, or 21-147. Pending legislation such as LB40 (introduced 2025) may modify the Nebraska LLC publication framework; verify current law before filing.

Boost Suite is not a law firm and is not affiliated with the Nebraska Secretary of State, the Nebraska Department of Revenue, or the Internal Revenue Service.

### **Your Nebraska LLC Resources:**

- [Nebraska LLC Operating Agreement Guide](#)
- [How to Start an LLC in Nebraska](#)
- [Nebraska LLC Costs and Fees](#)

© 2026 Boost Suite — All rights reserved.