

COMMONWEALTH OF VIRGINIA
**MANAGER-MANAGED LIMITED LIABILITY COMPANY
OPERATING AGREEMENT**

Pursuant to Va. Code Title 13.1, Chapter 12
(Virginia Limited Liability Company Act)

**ARTICLE I
ORGANIZATION**

1.01 Formation.

This Limited Liability Company (the "Company") has been formed as a Virginia limited liability company by filing Articles of Organization (Form LLC-1011) with the Virginia State Corporation Commission (SCC), pursuant to the Virginia Limited Liability Company Act, Code of Virginia, Title 13.1, Chapter 12 (the "Act"). This Operating Agreement is entered into pursuant to Va. Code § 13.1-1023. Pursuant to Va. Code § 13.1-1001.1(C), this Agreement shall be construed to give "maximum effect to the principle of freedom of contract and of enforcing operating agreements."

1.02 Company Name.

The name of the Company as it appears on the Articles of Organization filed with the Virginia SCC is:

NOTE: The LLC name in this Agreement must match Form LLC-1011 exactly, including punctuation and the exact form of 'LLC' or 'L.L.C.' A mismatch is the most common cause of bank account opening delays.

1.03 Principal Office.

The principal office and place of business of the Company is located at:

City:

State:

Zip Code:

1.04 Registered Agent and Registered Office.

The Company shall at all times maintain a registered agent and registered office in the Commonwealth of Virginia, as required by the Virginia LLC Act. The registered agent is authorized to receive service of process on behalf of the Company. The registered agent and office must match the information on the Articles of Organization (Form LLC-1011) on file with the SCC. The current registered agent is:

Registered Agent Name:

Registered Office Address:

City, State, Zip:

1.05 Management Structure.

The Company is organized as a manager-managed limited liability company. Pursuant to Va. Code § 13.1-1024, the Articles of Organization and this Operating Agreement delegate management authority to the Manager(s) designated in Article V. The Articles of Organization (Form LLC-1011) disclose that the Company is manager-managed; this Agreement must be consistent with that public filing.

1.06 Purpose.

The purpose of the Company is to engage in any lawful business or activity permitted under Virginia law and any other applicable jurisdiction. The specific business purpose, if any, is:

1.07 Effective Date.

This Operating Agreement is effective as of the date the Articles of Organization were accepted by the Virginia State Corporation Commission, as reflected in the Certificate of Organization issued by the SCC, or such other date as stated below:

Effective Date:

**ARTICLE II
DEFINITIONS**

As used in this Operating Agreement, the following terms shall have the meanings set forth below. Capitalized terms not otherwise defined shall have the meanings ascribed to them in the Act.

"Act" means the Virginia Limited Liability Company Act, Code of Virginia, Title 13.1, Chapter 12, §§ 13.1-1000 et seq., as amended from time to time.

"Annual Registration Fee" means the \$50 annual registration fee assessed on the Company under Va. Code § 13.1-1062, due by the last day of the anniversary month of organization each year and payable to the Virginia State Corporation Commission through the Clerk's Information System (CIS). NOTE: Virginia LLCs do not file an 'annual report'; they pay an annual registration fee. Late payment triggers a \$25 penalty under § 13.1-1064.

"Articles of Organization" means the Articles of Organization of the Company (Form LLC-1011) filed with the Virginia State Corporation Commission, as may be amended from time to time.

"Capital Account" means the account maintained for each Member reflecting initial and additional contributions, allocated net profits and losses, and distributions taken.

"Capital Contribution" means any contribution of money, property, services, or a promissory note made to the Company by a Member, as recorded in the LLC's required records and reflected in Exhibit 1. Under Va. Code Article 6, profit/loss allocation and distributions default to the recorded value of contributions absent written provisions to the contrary.

"Certificate of Organization" means the certificate issued by the Virginia State Corporation Commission upon acceptance of the Articles of Organization.

"Charging Order" has the meaning set forth in Va. Code § 13.1-1041.1, which provides the exclusive remedy by which a judgment creditor may reach a Member's transferable interest. A charging order gives a creditor only a lien on distributions; it does not confer management rights or permit seizure of LLC property.

"Manager" means a person delegated management authority in a manager-managed Company pursuant to Va. Code § 13.1-1024.

"Member" means a person admitted to the Company as a member in accordance with the Act and this Agreement.

"Membership Interest" means a Member's entire interest in the Company, including the transferable interest (right to share in profits, losses, and distributions) and any management and voting rights.

"Operating Agreement" means this Operating Agreement as authorized by Va. Code § 13.1-1023. NOTE: Va. Code § 13.1-1023(B)(1) provides that an operating agreement "need not be in writing." However, oral and implied agreements are extremely difficult to enforce. This written Agreement is intended to constitute the complete and

exclusive statement of the Members' agreement, superseding all prior oral, implied, written, or electronic understandings. See the integration clause in Section 11.05.

"SCC" means the Virginia State Corporation Commission, the filing authority for Virginia limited liability companies.

"**Transferable Interest**" means a Member's right to share in profits, losses, and distributions from the Company under Va. Code § 13.1-1038. An assignment of a transferable interest transfers only these economic rights; it does not transfer management rights or the right to become a Member without consent under § 13.1-1040.

ARTICLE III CAPITAL CONTRIBUTIONS

3.01 Initial Capital Contributions.

Each Member's initial Capital Contribution to the Company is set forth in Exhibit 1 attached hereto. VIRGINIA DEFAULT NOTICE: Under Va. Code Article 6 and § 13.1-1030, absent written provisions to the contrary, profits, losses, and distributions are allocated based on the RECORDED VALUE of each Member's contributions — not in equal shares. This Agreement overrides that default by specifying ownership percentages in Exhibit 1.

3.02 Form of Contributions.

Capital Contributions may be made in cash, property, services, or a promissory note. The agreed value of any non-cash contribution shall be noted in Exhibit 1 and maintained in the Company's required records.

3.03 Additional Capital Contributions.

No Member shall be required to make additional Capital Contributions beyond the amount in Exhibit 1 unless unanimously agreed in writing. Any voluntary additional contribution shall be recorded in the Company's records and reflected in an amendment to Exhibit 1.

3.04 No Interest on Capital.

No Member shall be entitled to interest on any Capital Contribution unless otherwise unanimously agreed in writing.

3.05 Capital Accounts.

The Company shall maintain a separate Capital Account for each Member in accordance with Treasury Regulation § 1.704-1(b)(2)(iv) to the extent applicable. Capital Accounts shall be credited with contributions and allocated net income, and charged with distributions and allocated net losses.

3.06 No Right to Return of Contributions.

No Member shall have any right to demand or receive the return of any Capital Contribution except as expressly provided in this Agreement or required by the Act.

ARTICLE IV ALLOCATIONS AND DISTRIBUTIONS

4.01 Allocation of Profits and Losses.

OVERRIDE OF VIRGINIA DEFAULT (Va. Code Article 6, § 13.1-1030): Under Virginia's default rules, if the Articles of Organization and Operating Agreement do not specify otherwise in writing, profits and losses are allocated among Members based on the RECORDED VALUE of each Member's contributions, NOT in equal shares. This Agreement expressly overrides that default: net profits and losses shall be allocated in proportion to each Member's ownership percentage as set forth in Exhibit 1.

4.02 Distributions.

OVERRIDE OF VIRGINIA DEFAULT: Under Va. Code § 13.1-1030, absent written provisions to the contrary, distributions are made based on the recorded value of contributions. This Agreement overrides that default: distributions shall be made to Members in proportion to their ownership percentages as set forth in Exhibit 1, at such times and in such amounts as determined pursuant to Article V.

4.03 Restrictions on Distributions.

No distribution shall be made under Va. Code § 13.1-1035 if, after giving effect to the distribution: (a) the Company would be unable to pay its debts as they become due in the ordinary course of business; or (b) the Company's total assets would be less than the sum of its total liabilities plus the amount needed to satisfy the preferential rights of Members upon dissolution. Any Member who receives a distribution in violation of § 13.1-1035 shall be liable to the Company for the amount of the wrongful distribution for a period of two (2) years under Va. Code § 13.1-1036.

4.04 Tax Distributions.

To the extent feasible, the Company shall make distributions to Members in an amount sufficient to enable each Member to pay federal and state income taxes attributable to the Member's allocable share of Company income at the highest applicable marginal rates. Such tax distributions shall count against each Member's distributive share.

4.05 Withholding.

The Company may withhold from any distribution any amount required by applicable federal or Virginia tax law. Amounts withheld shall be treated as distributions to the affected Member.

ARTICLE V MANAGEMENT — MANAGER-MANAGED

5.01 Manager-Managed Structure.

Pursuant to Va. Code § 13.1-1024, the Articles of Organization and this Operating Agreement delegate management authority to the Manager(s) designated below. The Articles of Organization (Form LLC-1011) on file with the SCC disclose the manager-managed structure. This Agreement must remain consistent with that public filing. In a manager-managed LLC, ordinary-course management authority rests with the Manager(s); Members retain the reserved powers in Section 5.06.

5.02 Appointment of Initial Manager(s).

The initial Manager(s) of the Company is/are:

Manager Name:

Manager Address:

Add second Manager (attach separate Manager signature block)

5.03 Manager Authority — Ordinary Course.

The Manager(s) have full authority to manage and operate the Company in the ordinary course, including: (a) executing contracts; (b) opening and managing bank accounts; (c) hiring and dismissing employees and contractors; (d) incurring ordinary-course debts and obligations; (e) making ordinary-course distributions; and (f) delegating managerial powers as permitted by Va. Code § 13.1-1024(H).

5.04 Actions Requiring Member Approval.

Notwithstanding Section 5.03, the following require approval of Members holding at least sixty-six and two-thirds percent (66.67%) of total ownership interests:

- (a) Amending this Operating Agreement or the Articles of Organization;
- (b) Admitting a new Member;
- (c) Selling, leasing, or transferring substantially all Company assets outside ordinary course;
- (d) Dissolving, merging, or converting the Company;

- (e) Any transaction between the Company and a Manager, Member, or affiliate;
- (f) Incurring any single debt exceeding the threshold in Section 5.09;
- (g) Any act making it impossible to carry on ordinary business.

5.05 Manager Elections and Removal.

Managers are elected by Members, and vacancies are filled by a majority vote of Members under Va. Code § 13.1-1024. Any Manager may be removed with or without cause by Members holding more than fifty percent (50%) of total ownership interests. The Manager subject to removal shall not vote.

5.06 Reserved Member Powers.

Members retain: (a) the right to vote on matters in Section 5.04; (b) the right to remove a Manager under Section 5.05; (c) the right to inspect books and records; and (d) the right to bring a derivative action on behalf of the Company.

5.07 Manager Compensation.

The Manager(s) shall be entitled to compensation as follows:

5.08 Limitation of Liability — Managers.

Pursuant to Va. Code § 13.1-1025, a Manager's liability for damages in connection with Company internal proceedings may be limited or eliminated by this Agreement, up to the greater of \$100,000 or the cash compensation paid to the Manager during the 12 months before the act at issue. No limitation shall apply to willful misconduct or a knowing violation of criminal law under § 13.1-1025(B), which cannot be overridden by agreement.

5.09 Debt Threshold Requiring Member Approval.

Any single debt or liability exce

requires Member approval under Section 5.04.

5.10 Annual Registration Fee Compliance.

Virginia LLCs pay a \$50 Annual Registration Fee under Va. Code § 13.1-1062 (NOT an annual report), due by the last day of the anniversary month each year through the SCC Clerk's Information System (CIS). A \$25 late penalty applies under § 13.1-1064.

5.11 Fiscal Year.

The fiscal year shall be the calendar year unless otherwise determined by the Manager(s) with Member approval.

ARTICLE VI FIDUCIARY DUTIES

6.01 Duty of Loyalty.

Each Manager owes a duty of loyalty to the Company, including: (a) accounting for and holding as trustee any property or benefit derived from Company business without consent; (b) refraining from dealing with the Company as an adverse party; and (c) refraining from competing with the Company before dissolution without unanimous written consent.

6.02 Duty of Care.

Each Manager shall act in good faith, in a manner reasonably believed to be in the best interests of the Company, and with the care a person in a like position would reasonably exercise under similar circumstances.

6.03 Good Faith and Fair Dealing.

Each Member and Managers shall discharge all duties consistent with the obligation of good faith and fair dealing.

6.04 Limitation of Liability.

Pursuant to Va. Code § 13.1-1025, this Agreement eliminates the personal liability of Members and Managers for money damages in any proceeding brought by or in the right of the Company or brought by or on behalf of Members, to the greatest extent permitted by Virginia law. Such limitation shall not exceed the greater of \$100,000 or the cash compensation paid to the Manager or Member during the 12 months preceding the act or omission at issue. **STATUTORY CARVE-OUT (NON-WAIVABLE):** Pursuant to Va. Code § 13.1-1025(B), this limitation of liability DOES NOT apply to, and CANNOT be modified to cover: (a) willful misconduct; or (b) a knowing violation of criminal law. These carve-outs cannot be overridden by any provision of this Agreement.

6.05 Indemnification.

The Company shall indemnify and hold harmless each Member and Manager from and against any claim, liability, cost, or expense (including reasonable attorneys' fees) arising from good-faith acts within the scope of authority conferred by this Agreement, to the extent permitted by Va. Code § 13.1-1025. No indemnification shall be available for willful misconduct or a knowing violation of criminal law.

ARTICLE VII TRANSFER OF MEMBERSHIP INTEREST

7.01 Nature of Membership Interest.

A membership interest is personal property under Va. Code § 13.1-1038. The only aspect of a membership interest that is transferable without member consent is the Transferable Interest (economic rights). Management rights, voting rights, and the right to participate in the conduct of Company business do not transfer automatically with an assignment of the Transferable Interest.

7.02 Restriction on Transfer.

No Member may transfer all or any portion of the Membership Interest or Transferable Interest without the prior written consent of Members holding at least sixty-six and two-thirds percent (66.67%) of total outstanding ownership interests (excluding the transferring Member). Any attempted transfer without such consent is void.

7.03 Assignments — Economic Rights Only.

An assignment of a Transferable Interest under Va. Code § 13.1-1039 transfers only the assignee's right to receive distributions and to share in profits and losses. An assignee does NOT become a Member and does NOT acquire management or voting rights unless admitted under Section 7.04. This rule applies to all voluntary and involuntary assignments.

7.04 Admission of Assignee as Member.

An assignee of a Transferable Interest may become a Member only upon: (a) consent described in Va. Code § 13.1-1040 — specifically, consent of all Members or as otherwise provided in the Operating Agreement; (b) execution of a joinder agreement; and (c) payment of any reasonable admission fee. This Agreement overrides the default admission requirements by permitting admission upon approval of Members holding at least sixty-six and two-thirds percent (66.67%) of total ownership interests.

7.05 Right of First Refusal.

Before transferring any Membership Interest to a third party, the transferring Member must first offer the interest to the remaining Members pro rata at the same price and terms. The remaining Members have thirty (30) days to exercise this right of first refusal by written notice. If not exercised, the transferring Member may proceed, subject to Section 7.02.

7.06 Charging Order — Exclusive Creditor Remedy.

Pursuant to Va. Code § 13.1-1041.1(D), a charging order against a Member's Transferable Interest is the EXCLUSIVE remedy by which a judgment creditor may satisfy a judgment against a Member's interest in the Company. A creditor obtaining a charging order receives only

a lien on distributions when the LLC chooses to make them. The charging order does NOT: (a) give the creditor management rights; (b) permit seizure of LLC property; or (c) make the creditor a Member. Foreclosure on a charging order converts the creditor to an assignee with only Transferable Interest rights. Note: Virginia law overrides UCC §§ 9-406 and 9-408 to keep operating-agreement transfer restrictions enforceable against all persons.

7.07 Death or Incapacity — Economic Rights Only.

Upon death or legal incapacity of a Member under Va. Code § 13.1-1040.1, the Member's Transferable Interest passes to the estate or named beneficiary as an assignee under § 13.1-1039. The estate or beneficiary acquires only economic rights; management and voting rights remain with the existing Members unless the estate/beneficiary is admitted as a Member under Section 7.04. The remaining Members shall within ninety (90) days either admit the successor or purchase the Transferable Interest under Article VIII.

**ARTICLE VIII
DISSOCIATION AND BUYOUT**

8.01 Events of Dissociation.

A Member dissociates under Va. Code § 13.1-1040.1 upon: (a) delivery of written notice of resignation to the Company; (b) the Member's expulsion pursuant to Section 8.05; (c) the Member's bankruptcy or insolvency; (d) in the case of an individual Member, the Member's death; (e) appointment of a guardian or general conservator for the Member; or (f) a judicial order of dissociation.

8.02 Buyout of Dissociating Member.

Upon a Member's dissociation, the Company or the remaining Members (at their election) shall have the right and obligation to purchase the dissociating Member's Transferable Interest at the price and on the terms set forth in Sections 8.03 and 8.04.

8.03 Valuation Method.

The purchase price shall be determined as follows (select one):

- Book Value: the Member's Capital Account balance as of the last day of the month preceding dissociation.
- Independent Appraisal: fair market value by a mutually agreed appraiser within sixty (60) days of dissociation.
- Formula: a multiple of trailing twelve-month EBITDA equal to:
EBITDA Multiple:

Other (describe):

8.04 Payment Terms.

The purchase price shall be paid as follows (select one):

Lump sum within ninety (90) days of the valuation date.

Equal monthly installments over:

Number of months:

at an interest rate equal to the applicable federal rate (AFR) in effect on the valuation date, evidenced by a promissory note.

8.05 Expulsion of Member.

A Member may be expelled by unanimous written consent of the remaining Members upon: (a) material breach not cured within thirty (30) days of written notice; (b) an event making it unlawful to continue with the Member; or (c) judicial expulsion. An expelled Member's interest shall be purchased under Sections 8.02–8.04.

ARTICLE IX DISSOLUTION AND WINDING UP

9.01 Events Causing Dissolution.

The Company shall be dissolved and its affairs wound up upon the occurrence of any of the following events under Va. Code § 13.1-1046:

(a) The occurrence of any dissolution event specified in the Articles of Organization or this Agreement;

(b) The written consent of all Members (or such lower threshold as this Agreement provides — here: Members holding at least 66.67% of total ownership interests) to dissolve;

(c) Judicial dissolution by a Virginia court;

(d) Administrative cancellation by the Virginia SCC for failure to pay the Annual Registration Fee or maintain a registered agent.

9.02 Waiver of Dissolution — Virginia Statutory Right.

Pursuant to Va. Code § 13.1-1047.1, the Members may WAIVE a dissolution event and resume the Company's business if all Members agree in writing before winding up is completed. The

parties agree that if dissolution is triggered, the Members shall consider exercising this statutory right before proceeding with winding up.

9.03 Winding Up.

Upon dissolution, the Company shall be wound up by the Manager(s), or upon application by a Member, by a person appointed by a Virginia court. During winding up the Company shall: (a) collect all amounts owed; (b) pay and discharge all debts and obligations in the priority required by law; (c) distribute remaining assets to Members in accordance with Capital Account balances and then ownership percentages, consistent with Va. Code Article 9.

9.04 Articles of Cancellation.

Upon completion of winding up, the Company shall file Articles of Cancellation with the Virginia State Corporation Commission to formally terminate the Company's existence and remove it from the SCC's records.

ARTICLE X TAX MATTERS

10.01 Federal Tax Classification.

For federal income tax purposes, the Company shall be treated as:

- Partnership (default for multi-member LLC — file IRS Form 1065 federally; Virginia Form 502 Pass-Through Entity Return required, due by the 15th day of the 4th month after close of taxable year)
- C Corporation (elected via IRS Form 8832; subject to federal corporate tax and Virginia corporation income tax)
- S Corporation (requires IRS Form 8832 and Form 2553)

10.02 Virginia Pass-Through Entity Tax (PTET).

Virginia's elective Pass-Through Entity Tax (PTET) applies for taxable years beginning on or after January 1, 2022 and before January 1, 2027. If eligible and elected, the Company must file Form 502PTET, due by the 15th day of the 4th month after the close of the taxable year. Payments must be made by the original due date even if a filing extension is obtained. Each Member who participates in the PTET election may claim a Virginia individual income tax credit. NOTE: Single-member LLCs are treated as disregarded entities and are NOT eligible for the PTET election. Multi-member LLCs filing as partnerships may elect PTET.

10.03 Virginia Annual Registration Fee — NOT an Annual Report.

VIRGINIA-SPECIFIC DISTINCTION: Virginia LLCs do not file an annual report. The Company's only recurring SCC compliance obligation is the \$50 Annual Registration Fee under

Va. Code § 13.1-1062, due by the last day of the anniversary month through the Clerk's Information System (CIS). Virginia has no separate LLC franchise tax.

10.04 Employer Identification Number.

Company EIN:

10.05 Tax Matters Representative.

The Tax Matters Representative ('partnership representative' for BBA audit purposes) of the Company is:

Name:

10.06 Tax Elections.

All federal and state tax elections materially affecting the Company's tax treatment shall be made by the Manager(s) with Member approval and documented in writing.

**ARTICLE XI
MISCELLANEOUS**

11.01 Amendments.

This Operating Agreement may be amended by Members holding at least sixty-six and two-thirds percent (66.67%) of total ownership interests. All amendments shall be in writing, signed by the requisite Members, and attached to this Agreement. The Articles of Organization (Form LLC-1011) shall be amended with the SCC as necessary.

11.02 Governing Law; Freedom of Contract.

This Operating Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, including the Virginia Limited Liability Company Act (Va. Code Title 13.1, Chapter 12). Pursuant to Va. Code § 13.1-1001.1(C), this Agreement shall be construed to give 'maximum effect to the principle of freedom of contract and of enforcing operating agreements.'

11.03 Consistency with Articles of Organization.

The management structure, registered agent, and other provisions of this Agreement must at all times remain consistent with the Articles of Organization on file with the SCC. In the event of any conflict, the Articles shall control with respect to matters required by law to appear in the Articles.

11.04 Dispute Resolution.

The parties agree to attempt in good faith to resolve any dispute through negotiation before formal proceedings. If negotiation fails within thirty (30) days of written notice:

- Mediation before a mutually agreed mediator in a Virginia county, before proceeding to litigation.
- Binding arbitration in a Virginia county under the rules of the American Arbitration Association.
- Virginia circuit courts (no mandatory mediation or arbitration); venue: county of the Company's principal office.

11.05 Integration Clause.

VIRGINIA § 13.1-1023(B)(1) AND § 13.1-1023(A)(2) ORAL/INFORMAL WRITING RISK: Va. Code § 13.1-1023(B)(1) provides that a Virginia operating agreement 'need not be in writing.' For single-member LLCs, § 13.1-1023(A)(2) deems any writing signed by the sole Member relating to LLC affairs as part of the operating agreement — including emails, memos, and side letters. This creates a significant risk that informal documents could be treated as binding OA terms. This Section expressly negates that risk: THIS WRITTEN OPERATING AGREEMENT, together with the Articles of Organization and all exhibits and amendments signed in writing, constitutes the ENTIRE, COMPLETE, AND EXCLUSIVE agreement of the Members with respect to the internal affairs and governance of the Company, and supersedes ALL prior and contemporaneous oral, implied, written, email, electronic, text-message, memo, or side-letter understandings and arrangements, regardless of form. No prior course of dealing, pattern of conduct, oral statement, email, or informal writing shall constitute or be deemed part of the operating agreement.

11.06 Severability.

If any provision of this Operating Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

11.07 No Third-Party Beneficiaries.

This Agreement is for the exclusive benefit of the parties hereto and their permitted successors and assigns, except as otherwise required by the Act.

11.08 Waiver.

No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof.

11.09 Counterparts and Electronic Signatures.

This Agreement may be executed in counterparts, each constituting an original. Electronic signatures are valid under Virginia's Uniform Electronic Transactions Act and shall be deemed original signatures for all purposes.

11.10 Notices.

All notices shall be in writing and deemed given when: (a) delivered personally; (b) sent by overnight courier with tracking; or (c) sent by email with confirmation of receipt, to the address on file with the Company.

11.11 Authority.

Each person executing this Agreement represents that the person has full power and authority to execute and deliver this Agreement and that execution does not violate any other agreement to which the person is a party.

SIGNATURE PAGE — MANAGERS

IN WITNESS WHEREOF, the Manager(s) and Members have executed this Operating Agreement as of the date first set forth above.

MANAGER 1

Name:

Address:

City, State, Zip:

Email:

Manager Signature

Date: _____

MANAGER 2

Name:

Address:

City, State, Zip:

Email:

Manager Signature

Date: _____

(Attach additional Manager signature pages as needed)

SIGNATURE PAGE — MEMBERS

MEMBER 1

Name:

Title:

Address:

City, State, Zip:

Email:

Ownership %:

Signature _____

Date: _____

MEMBER 2

Name:

Title:

Address:

City, State, Zip:

Email:

Ownership %:

Signature _____

Date: _____

MEMBER 3

Name:

Title:

Address:

City, State, Zip:

Email:

Ownership %:

Signature _____

Date: _____

(Attach additional Member signature pages as needed)

EXHIBIT 1 — MEMBERS AND INITIAL CAPITAL CONTRIBUTIONS

The following table sets forth each Member's information. VIRGINIA NOTE: Under Va. Code Article 6, § 13.1-1030, profit/loss allocation and distributions default to the recorded value of contributions. This Agreement overrides that default by specifying ownership percentages below.

Member Name	Address	Capital Contribution	Ownership %
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

TOTAL CAPITAL CONTRIBUTIONS:

TOTAL: 100%

(Attach additional sheet for more than 3 Members)

LEGAL DISCLAIMER

This Virginia LLC Operating Agreement template is provided by Boost Suite for informational and general reference purposes only. It does not constitute legal advice and does not create an attorney-client relationship. This template is based on the Virginia Limited Liability Company Act, Code of Virginia, Title 13.1, Chapter 12, as in effect at the time of publication. Laws may change after publication. You should consult a licensed Virginia attorney before executing this Agreement, particularly if your LLC has complex ownership structures, passive investors, a series LLC structure (see §§ 13.1-1092 and 13.1-1093), or multi-state operations. The Virginia Lawyer Referral Service (vsb.org) can connect you with a licensed Virginia business attorney. Boost Suite makes no representation that this template is suitable for your specific circumstances. Use is at your own risk.

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