S-CORPORATION OPERATING AGREEMENT

State of Formation: ______________________ Effective Date: ______________________

Article I – Formation

This Operating Agreement (the “Agreement”) is entered into by and among the Members listed herein of the S-Corporation formed under the laws of the State indicated above (the “Corporation”). The Members hereby form a corporation pursuant to applicable State laws, subject to the terms of this Agreement.

Article II – Principal Office

The principal office of the Corporation is located at the address designated by the Board of Directors, which may be changed from time to time as determined by the Members.

Article III – Purpose

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the laws of the State of Formation, including but not limited to those activities set forth in the Corporation’s Articles of Incorporation.

Article IV – Members

The Corporation’s Members are listed on the signature pages of this Agreement. The rights, obligations, and ownership interests of each Member shall be as set forth herein and as governed by applicable law.

Member Name	Address	Ownership %

Article V – Capital Contributions

Members shall contribute capital to the Corporation as agreed upon by the Members and recorded in the Corporation’s books. No Member shall be required to make additional contributions without the Member's consent.

Article VI – Allocation of Profits and Losses

The Corporation’s profits and losses shall be allocated among the Members in proportion to their respective ownership percentages, unless otherwise agreed in writing by all Members.

Article VII – Distributions

Distributions of cash or other assets shall be made to Members at the discretion of the Board of Directors, subject to applicable law and the Corporation’s financial condition.

Article VIII – Management

The Corporation shall be managed by a Board of Directors elected by the Members. The Board shall have full authority to manage and control the business and affairs of the Corporation, including appointment of officers.

Article IX – Meetings and Voting

Meetings of Members and Directors shall be held as provided in the Corporation’s Bylaws. Each Member is entitled to vote in proportion to their ownership interest. Quorum and voting thresholds shall be as prescribed by applicable law and the Corporation’s governing documents.

Article X – Transfer of Membership Interests

No Member shall transfer, sell, assign, pledge, or otherwise dispose of any Membership interest without the prior written consent of a majority of the other Members, except as otherwise provided in this Agreement or applicable law.

Article XI – Tax Treatment

The Corporation shall elect to be treated as an S-Corporation for federal and applicable state tax purposes. Members agree to cooperate in all tax matters related to the Corporation.

Article XII – Indemnification

The Corporation shall indemnify its Directors, Officers, and Members to the fullest extent permitted by law against any claims or liabilities arising from their activities on behalf of the Corporation, except in cases of gross negligence or willful misconduct.

Article XIII – Dissolution

The Corporation may be dissolved upon the approval of Members holding a majority of ownership interests or as otherwise required by law. Upon dissolution, the Corporation’s assets shall be distributed pursuant to applicable law and in accordance with Member interests after payment of liabilities.

Article XIV – Amendments

This Agreement may be amended only with the written consent of Members holding at least a majority of the ownership interests, unless a greater percentage is required by law or this Agreement.

Article XV – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Formation, without regard to its conflicts of laws principles.

Article XVI – Miscellaneous

a) Entire Agreement: This Agreement contains the entire agreement of the Members with respect to the subject matter hereof and supersedes all prior agreements and understandings. b) Severability: If any provision of this Agreement is invalid or unenforceable, the remaining provisions shall remain in full force and effect. c) Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original.

MEMBER NAME	SIGNATURE
Signature: __________________________	Date: ______________________________