

Exhibit C

Sample LLC Operating Agreement for a Single-Member LLC

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LIMITED LIABILITY COMPANY AGREEMENT

OF

_____ **LLC**

This Limited Liability Company Agreement (this "Agreement") of _____ LLC (the "Company") is entered into by [name of Member], as the sole member (the "Member").

The Member, by execution of this Agreement, hereby forms a limited liability company pursuant to and in accordance with the Uniform Limited Liability Company Act of 2010 (the "Act") (D.C. Code § 29-801.01 *et seq.*), as amended from time to time, and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is _____ LLC. The business of the LLC may be conducted under any other name permitted by the Act that is selected by the Member.
2. Filing of Articles. The Member is authorized to execute, deliver and file any other articles, certificates, notices or documents (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.
3. Purposes. The Company is formed for the object and purpose of _____, and the nature of the business to be conducted and promoted by the Company is _____. The Company may engage in any lawful act or activity for which limited liability companies may be formed under the Act.
4. Powers. In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company shall have and may exercise all the powers now or hereafter conferred by D.C. law on limited liability companies formed under the Act and all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 3.
5. Term. The term of the Company shall be perpetual from the date of filing of the Certificate of Organization of the Company, unless the Company is dissolved earlier in accordance with either the provisions of this Agreement or the Act.
6. Registered Office. The address of the registered office of the Company in the District of Columbia is _____.
7. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the District of Columbia is _____.

8. Member. The name and the mailing address of the Member are as follows:

<u>Name</u>	<u>Address</u>
_____	_____

9. Fiscal Year. The fiscal year of the Company for financial, accounting and tax purposes shall initially be the fiscal year commencing on [date] and ending on [date] (the "Fiscal Year"). The Member shall have authority to change the beginning and ending dates of the Fiscal Year.

10. Bank Accounts. All funds of the Company shall be deposited in its name in such checking and savings accounts, time deposits, certificates of deposit or other accounts at such banks as shall be designated by the Member.

11. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

12. Capital Contributions. The Member is deemed admitted as a member of the Company upon its execution and delivery of this Agreement. The Member [has contributed]/[agrees to contribute] the amount in cash set forth on Schedule I hereto, and no other property, to the Company.

13. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, the Member may voluntarily make additional capital contributions to the Company in any form and at any time. To the extent that the Member makes an additional capital contribution to the Company, the Member shall revise Schedule I hereto.

14. Allocation of Profits and Losses. For so long as the Member is the sole member of the Company, the Company's profits and losses shall be allocated solely to the Member.

15. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

16. Tax Treatment. The Member acknowledges that because the Company will have a single Member, the Company shall be disregarded as an entity separate from its owner for federal income tax purposes, unless it changes its classification for federal

income tax purposes to that of a corporation or until the Company has more than one member, in which case it would be treated as a partnership for federal income tax purposes (again, provided that the Company has not elected to be treated as a corporation). Regardless of the Company's classification, the Company shall keep books and records separate from those of its sole Member and shall at all times segregate and account for all of its assets and liabilities separately from those of its sole Member.

17. Management. In accordance with Section 29-804.07 of the Act, management of the Company shall be vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes of the Company described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the District of Columbia. Notwithstanding any other provision of this Agreement, the Member is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person. The Member has the authority to bind the Company, and third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of the Member as set forth herein.¹

18. Other Business Opportunities. The Member and any person or entity affiliated with the Member may engage in or possess an interest in other business opportunities or ventures (unconnected with the Company) of every kind and description, independently or with others, including, without limitation, businesses that may compete with the Company. Neither the Member nor any person or entity affiliated with the Member shall be required to present any such business opportunity or venture to the Company, even if the opportunity is of the character that, if presented to the Company, could be taken by it. Neither the Company nor any person or entity affiliated with the Company shall have any rights in or to such business opportunities or ventures or the income or profits derived therefrom by virtue of this Agreement, notwithstanding any duty otherwise existing at law or in equity. The provisions of this Section shall apply to the Member solely in its capacity as member of the Company and shall not be deemed to modify any contract or arrangement, including, without limitation, any noncompete provisions, otherwise agreed to by the Company and the Member.

¹ Pursuant to Section 29-804.07 of the Act, if desired, the Member may appoint officers of the Company. An example of an enabling provision is as follows: "Officers. The Member may, from time to time as it deems advisable, select natural persons who are employees or agents of the Company and designate them as officers of the Company (the "Officers") and assign one or more titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the District of Columbia Business Organizations Code, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section may be revoked at any time by the Member. An Officer may be removed by the Member at any time with or without notice or cause. An Officer may resign at any time by giving written notice to the Member."

19. Exculpation and Indemnification.

(a) The Member shall not be liable to the Company or any other person or entity who is a party to or is otherwise bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the Member in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on the Member by this Agreement, except that the Member shall be liable for any such loss, damage or claim incurred by reason of the following: (i) the Member's gross negligence, wrongful acts or misconduct, (ii) the Member's breach of the duty of loyalty, (iii) the Member's receipt of a financial benefit to which the Member is not entitled, (iv) the Member's authorization of an improper distribution in breach of the Member's duty under Section 29-804.06 of the Act, (v) the Member's intentional infliction of harm on the Company or any other member who may be admitted to the Company or (vi) the Member's intentional violation of criminal law.

(b) To the fullest extent permitted by applicable law, the Company shall reimburse for any payment made, and indemnify for any debt, obligation or other liability incurred, by the Member in the course of the Member's activities on behalf of the Company in good faith and in a manner reasonably believed to be within the scope of the authority conferred on the Member by this Agreement, except that the Member shall not be entitled to reimbursement or indemnification if, in making the payment or incurring the debt, obligation or other liability, the Member authorized an improper distribution under Section 29-804.05 of the Act or violated the standards of conduct for members under Section 29-804.09 of the Act.²

20. Assignments. The Member may at any time assign in whole or in part its limited liability company interest in the Company. Any such assignment shall comply with all applicable law. If the Member transfers any of its interest in the Company pursuant to this Section, the transferee shall be admitted to the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. If a Member transfers all of its interest in the Company, such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor Member shall cease to be a member of the Company.

21. Dissociation. The Member may at any time dissociate as a member of the Company. If the Member withdraws from the Company pursuant to this Section, an additional member may be admitted to the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately

² If persons other than the sole member are indemnified under this provision, the following should be added: "provided, however, that any indemnity under this Section shall be provided out of and to the extent of Company assets only, and no member of the Company shall have personal liability on account thereof."

following such admission, the resigning Member shall cease to be a member of the Company.

22. Admission of Additional Members. One or more additional members may be admitted to the Company with the written consent of the Member and upon such terms (including with respect to participation in the management, profits, losses and distributions of the Company) as may be determined by the Member and the additional persons or entities to be admitted. This agreement, including Schedule I, shall be amended as appropriate to reflect the admission to the Company of any such additional member.

23. Dissolution.

(a) The Company shall dissolve and its affairs shall be wound up upon the first to occur of: (i) the written consent of the Member, (ii) any time there are no members of the Company, unless the Company is continued in accordance with the Act, (iii) the occurrence of any event that, under the Act, would make it unlawful for the business of the Company to be continued or (iv) on application by the Member, the entry by the Superior Court of the District of Columbia of an order dissolving the Company under Section 29-807.01(a) of the Act.

(b) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets or proceeds from the sale of the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 29-807.05 of the Act.

24. Benefits of Agreement; No Third-Party Rights. The provisions of this Agreement are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any third-party, including any creditor of the Company (and no such creditor shall be a third-party beneficiary of this Agreement), and the Member shall have no duty or obligation to any creditor of the Company to make any contributions or payments to the Company.³

25. Severability of Provisions. Each provision of this Agreement shall be considered severable and if, for any reason, any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

26. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

³ If persons other than the Member are entitled to indemnity under this Agreement, the right of such third parties to indemnification should be referred to as an exception to this section.

27. Governing Law. This Agreement shall be governed by, and construed under, the laws of the District of Columbia (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

28. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby,
has duly executed this Agreement as of the __ day of _____, 20__.

[NAME OF MEMBER]

By: _____

Name:

Title:

SCHEDULE I

Name

Capital Contribution