**OPERATING AGREEMENT**

**FOR**

 The undersigned, as sole member and manager of the Company does hereby enter into this Operating Agreement for the above-named, Limited Liability Company, hereinafter referred to as the “Company.” This company shall be owned by

**I**

**Contract**

 This Operating Agreement is a contract between its parties and is enforceable by the Company against any member who violates its terms. All members, past, present and future must sign this Operating Agreement as a condition of membership.

**II**

**Office**

The principal office of the Company is located at

The Company may have such other offices, either within or without the state as the members may designate or as the business of the Company may require. The registered office of the Company required by the laws of the State of New Jersey to be maintained in the state may be, but need not be, identical with the principal office, and may be changed from time to time by the members.

**III**

**Purpose**

The purpose for which the Company is organized is the conduct of all lawful business purposes for which it is formed.

**IV**

**Duration of the Company**

 The Company shall commence immediately, upon signing of this Operating Agreement, and shall continue pursuant to the term specified in the documents filed with the state unless terminated sooner by operation of law or by agreement among the members.

**V**

**Capital Contributions**

 The undersigned member(s) agree to share in all post-formation capital contributions, profits, and surplus of the Company according to the percentage of their membership or according to any other allocation the members, by unanimous vote, should agree upon. Each member owns an undivided interest in the business and Company as follows:

 Member Percentage of Ownership

**VI**

**Additional Capital Contributions**

 The member(s) may contribute in proportionate amounts any additional capital deemed necessary for the operation of the Company, provided, however, that in the event that any member deems it advisable to refuse or fails to contribute such member’s share of any or all of the additional capital, then the other members or any one of them may contribute the additional capital not paid in by such refusing member and shall receive therefore an increase in the entire Company in direct proportion to the said additional capital contributed. Unless otherwise agreed, the right to make up additional capital contributions of a refusing member shall be available in the same order as the right to purchase in the case of withdrawal or death of a member, as set forth in paragraphs XIV and XV.

**VII**

**Division of Profits and Losses**

Each of the member(s) shall own an interest in the Company as set forth in paragraph V, entitled “Capital Contributions”, except as the same may hereafter vary or change as provided in paragraph VI, entitled “Additional Capital Contributions”. All profits of the Company enterprise shall be shared in equal parts. No member(s) shall make any withdrawals from capital without prior approval of the Company.

**VIII**

**Rights and Duties of the Parties**

The entity is to be managed by its member(s). Company decisions and actions shall be decided by a majority vote of its members, at meetings regularly called with notice to all parties.

**IX**

**Management Duties and Restrictions**

No member shall, without the consent of the other members, endorse any note or act as an accommodation party, or otherwise become surety for any person in any transaction involved in the Company. Without the consent of the Company, no member shall on behalf of the Company borrow or lend money, or make, deliver or accept any commercial paper, or execute any mortgage, security agreement, bond or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the Company. No member shall, except with the consent of the other members, mortgage, grant a security interest in its share in the Company capital assets or property, or do any act detrimental to the best interests of the Company or which would make it impossible to carry on the ordinary purpose of the Company.

**X**

**Banking and Financial Department**

 All funds of the Company shall be deposited in its name in such checking account or accounts as shall be designated by the member(s). All withdrawals there from are to be made upon checks which must be signed by the managing member or such person as the member(s) designate by unanimous vote.

**XI**

**Books**

 The Company books shall be maintained at the Company offices, to be retained by the entity, and each member shall have access thereto. The books shall be kept on a calendar year basis, and shall be closed and balanced at the end of each fiscal year. Each of the parties to this Operating Agreement hereby covenants and agrees to cause all known business transactions pertaining to the purpose of the Company, to be entered properly and completely into said book. The Company will furnish annual financial statements to the members, and prepare tax returns in a timely manner.

**XII**

**Insurance**

 The Company shall carry liability insurance in such amounts as deemed appropriate by the member(s) and as required by state law.

**XIII**

**Voluntary Termination**

 If the Company is dissolved, the member(s) shall proceed with reasonable promptness to liquidate the Company. The assets of the Company shall be distributed in the following order:

 1. To pay or provide for the payment of all Company liabilities to creditors other than members, and liquidating expenses and obligations;

 2. To pay debts owing to members other than for capital and profits;

 3. To pay debts owing to members in respect to capital; and

 4. To pay debts owing to members in respect to profit.

**XIV**

**Withdrawal of Member by Sale**

 Any member who shall be desirous of selling their share and interest in the Company shall give the right of first refusal to purchase said share and interest at the same price as being offered by a bona fide and qualified buyer to the other members, if any. All members electing to purchase (other than the selling member), and having the right to purchase, may purchase that percentage of share(s) being sold. The number of shares that can be purchased is calculated by dividing the member’s respective percentage of the Company by the total percentage of shares of all members electing to purchase. The unanimous consent of all members is required for a member to sell their share to a non-member or for an assignee of a member’s share to become a member.

**XV**

**Death of a Member**

 In the event of the death of a member, then the deceased’s heir or heirs shall be entitled to succeed to the economic share and interest of the deceased member. The Company shall, upon unanimous consent of the remaining members, as soon as practicable, provide a document by which the remaining members personally affirm and accept all the terms, conditions and provisions of this Operating Agreement binding themselves to continue the same business in writing. If no such heir or heirs exist or decline to succeed, and no such other members exist to elect to purchase the deceased shares, then the Company shall be dissolved in accordance with state law and any remaining assets shall be distributed to the deceased’s estate.

**XVI**

**Distribution**

Prior to dissolution and at least annually as income has been received by the Company, accounts determined and tax returns filed, the member(s) shall determine funds available for distribution. Said distribution shall be made in equal amounts to the members.

**XVII**

**Amendment of Operating Agreement**

 This Operating Agreement may be altered, amended or repealed and a new Operating Agreement may be adopted only by a majority vote of the membership at any annual, regular or special meeting of the members.

**XVIII**

**Violation of This Operating Agreement**

 Any member who shall violate any of the terms, conditions, and provisions of this Operating Agreement shall keep and save harmless the Company property and shall also indemnify the other members from any and all claims, demands and actions of every kind and nature whatsoever which may arise out of or by reason of such violation of any terms and conditions of this Operating Agreement.

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Managing Member