

(Company Name)

## LIMITED LIABILITY COMPANY AGREEMENT

**THIS LIMITED LIABILITY COMPANY AGREEMENT** ("Agreement") is entered into as of August \_\_, 2004 for the purpose of forming a limited liability company (the "Company") pursuant to the provisions of the Illinois Limited Liability Company Act (the "Illinois Act") and is effective as of \_\_\_\_\_, 2024 (the "Effective Date").

**WHEREAS**, the Initial Member (as hereinafter defined) has authorized the filing of the Articles of Organization of Limited Liability Company, on behalf of the Company with the Secretary of State of the State of Illinois (the "Secretary of State") on the Effective Date; and

**WHEREAS**, the Initial Member desires to make an initial capital contribution in the amount set forth on Schedule I attached hereto, in accordance with the terms and provisions hereof, on and as of the date of this Agreement.

**NOW THEREFORE**, the parties hereto do certify and agree as follows:

1. **Name; Formation.** The name of the Company shall be \_\_\_\_\_, or such other name as the Managing Member may from time to time hereafter designate. The Company has been organized as an Illinois limited liability company by filing with the Secretary of State the Articles under and pursuant to the Illinois Act and shall be continued in accordance with this Agreement.

2. **Definitions.** In addition to terms otherwise defined herein, the following terms are used herein as defined below:

"Event of Withdrawal of a Member" means the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member, the transfer or attempted transfer by a Member of all or any portion of its interest in the Company, or the occurrence of any other event that terminates the continued membership of a Member in the Company.

"Initial Member" means \_\_\_\_\_.

"Majority in Interest" means Members holding in the aggregate greater than fifty percent of the Company.

"Manager" means a Person appointed to be the Managing Member pursuant to Section 7 hereof.

"Members" means the Initial Member and all other persons or entities admitted as additional or substituted Members pursuant to this Agreement, so long as they remain Members. Reference to a "Member" means any one of the Members.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity or any department, agency, or political subdivision thereof.

3. **Purpose.** The purpose of the Company shall be to engage in any lawful business that may be engaged in by a limited liability company organized under the Illinois Act, as such business activities may be determined by the Managing Member from time to time.

4. **Offices.**

(a) The principal office of the Company, and such additional offices as the Managing Member may determine to establish, shall be located at such place or places inside or outside the State of Illinois as the Managing Member may designate from time to time.

(b) The registered office of the Company required by the Illinois Act to be maintained in the State of Illinois shall be the office of the initial Illinois registered agent named in the Articles or such other office (which need not be a place of business of the Company) as the Managing Member may designate from time to time in the manner provided by law. The Illinois registered agent of the Company in the State of Illinois shall be the initial registered agent named in the Articles or such other Person or Persons as the Managing Member may designate from time to time in the manner provided by law.

5. **Members.** The name and address of each Member of the Company are as set forth on Schedule I attached hereto, as the same may be amended from time to time.

6. **Term.** The Company shall continue until dissolved and terminated in accordance with Section 13 of this Agreement.

7. **Management of the Company.**

(a) The Managing Member shall have the sole right to manage the business of the Company and shall have all the powers and rights necessary, appropriate, or advisable to effectuate and carry out the purposes and business of the Company, and except as otherwise provided herein no Member shall have any authority to act for or bind the Company but shall have only the right to vote on or approve the actions herein specified to be voted on or approved by the Members.

(b) The Managing Member may appoint such officers, who may but need not be Members or Managers, to such terms and to perform such functions as the Managing Member shall determine in its sole discretion. The Managing Member may appoint, employ, or otherwise contract with such other persons or entities for the transaction of the business of the Company or the performance of services for or on behalf of the Company as it shall determine in its sole discretion. The Managing Member may delegate to any such officer, person, or entity such authority to act on behalf of the Company as the Managing Member may from time to time deem appropriate in its sole discretion.

(c) When the taking of such action has been authorized by the Managing Member, any Manager or officer of the Company or any other person specifically authorized by the Managing Member, may execute any contract or other agreement or document on behalf of the Company and may execute and file on behalf of the Company with the Secretary of State of the State of Illinois any Articles of amendment to the Company's Articles, one or more restated Articles of Organization and Articles of merger or consolidation and, upon the dissolution and completion of winding up of the Company, a Articles of cancellation canceling the Company's Articles of Organization.

(d) A Majority in Interest of the Members shall elect individuals as the Managing Members, which shall initially consist of one Manager or such other number as the Majority in Interest of the Members otherwise determined. The initial Manager shall be \_\_\_\_\_. The Members shall have one vote on all matters considered by the Managing Member. Each Manager shall serve until he or she resigns, dies, becomes incapacitated, or is removed. The removal (with or without cause) of a Managing Member shall be only at the written request of Members holding a Majority in Interest and under no other circumstances. A majority of the Members shall constitute a quorum for the transaction of business. At any meeting of the Managing Member, all matters shall be determined by the consent of a majority of the Members. Notice shall be given at least 12 hours prior to any meeting of the Managing Member. Notice may be waived before or after a meeting or by attendance without protest at such meeting. Notice may be by hand, telephone, telecopy, overnight courier, or the U.S. mail and shall be deemed given when received. Members may participate in a meeting of the Managing Member by means of telephone and such participation that constitute presence in person at such meeting. Any action required or permitted to be taken by the Managing Member at a meeting may be taken without a meeting with the unanimous consent of the Managing Members. The Managing Members may adopt such other procedures governing meetings and the conduct of business as well as meetings of Members and any procedures to be used in connection with

voting by Members (which voting may be by written consent of the percentage necessary to take such action) as it shall deem appropriate.

8. **Member Rights; Meetings.**

(a) No Member shall have the right to approve or vote on any matter except as expressly set forth in this Agreement or as otherwise required by applicable law. Notwithstanding the foregoing, the Members shall vote on all of the following (i) the dissolution of the Company pursuant to Section 13(a) of this Agreement; (ii) the merger of the Company; (iii) any transaction involving an actual or potential conflict of interest between any Manager and the Company; (iv) an amendment to the Articles of Organization of the Company; or (v) the sale, exchange, lease or other transfer of all or substantially all of the Company's assets, determined on a consolidated basis, other than in the ordinary course of business (whether by merger, recapitalization, consolidation, reorganization, combination or otherwise).

(b) Unless a greater vote is required by the Illinois Act or the Articles of Organization of the Company, the affirmative vote of a Majority in Interest of the Members entitled to vote shall be required to approve any proposed action.

(c) Meetings of the Members for the transaction of such business as may properly come before such Members shall be held at such place, on such date, and at such time as the Managers shall determine. Special meetings of Members for any proper purpose or purposes may be called at any time by the Managers of the holders of at least a majority of the outstanding Units held by all Members. The Company shall deliver or mail written notice stating the date, time, place, and purposes of any meeting to each Member entitled at the meeting. Such notice shall be given not less than five (5) and no more than sixty (60) days before the date of the meeting.

(d) Any action required or permitted to be taken at an annual or special meeting of the Members may be taken without a meeting, without prior notice, and without a vote, provided that written consents, setting forth all proposed actions to be taken at such meeting, are signed by the Members holding at least the minimum number of votes that would be necessary to approve or take such action at a meeting at which all outstanding Units entitled to vote on such action were present and voted. Every written consent shall bear the date and signature of each Member who signs such consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Members who have not consented in writing to such action.

9. **Capital Contributions.** In accordance with the provisions of the Illinois Act, the Initial Member made the contribution set forth on Schedule I in exchange for the Units specified thereon. The Initial Member may, but shall not be required to, make additional contributions to the capital of the Company; provided, that, no additional contributions to the capital of the Company shall be made without the written consent of the Managing Member. The Managing Member shall maintain Schedule I and amend it as necessary to reflect any capital contribution made by the Initial Member. Persons or entities hereafter admitted as Members of the Company shall make such contributions of cash (or promissory obligations), property, or services to the Company as shall be determined by the Managing Member at the time of each such admission. The Company may issue Articles to the Members representing the Units held by each Member.

10. **Assignments of Company Interest.** The Members may not sell, assign, pledge, or otherwise transfer or encumber (collectively, a "transfer") all or any part of its interest in the Company without the consent of the holders of at least a majority of the outstanding Units. Any transfer in accordance with this Section 10 shall be recognized by and recorded in the books and records of the Company.

11. **Additional Members.** The Managing Member shall have the sole right to admit additional Members upon such terms and conditions, at such time or times, and for such capital contributions as the Managing Member shall in its sole discretion determine. All additional Members shall sign a counterpart of this Agreement. In connection with any such admission, the Managing Member shall amend Schedule I hereof to reflect the name, address, capital contribution and number of Units of the additional Member.

12. **Distributions and Allocations.**

(a) **Distributions.** Distributions of cash or other assets of the Company shall be made at such times and in such amounts as the Managing Member may determine, and all distributions shall be made to (and profits and losses shall be allocated among) Members pro rata in accordance with the percentage of investment held by each Member immediately prior to a distribution. Members that withdraw from the Company shall be entitled to such a pro rata distribution relating to any capital previously contributed and not withdrawn from the Company and the rights to such distributions from the Company shall inure to the benefit of the withdrawing Members' legal representative and assigns.

(b) **Allocations of Profits or Losses.** Except as may be required by the Internal Revenue Code of 1986, as amended, each item of income, gain, profit, loss, deduction or credit to the Company shall be allocated among its Members in proportion to the percentage of investment held by each Member.

13. **Dissolution.** Subject to the provisions of Section 14 of this Agreement, the Company shall be dissolved and its affairs wound up and terminated upon the first to occur of the following:

(a) The determination of all of the Member to dissolve the Company; or

(b) The occurrence of an Event of Withdrawal of a Member or any other event causing a dissolution of the Company under Section 18-801 of the Illinois Act.

14. **Continuation of the Company.** Notwithstanding the provisions of Section 13(b) hereof, the occurrence of an Event of Withdrawal of a Member shall not dissolve the Company if within ninety (90) days after the occurrence of such event of withdrawal, the business of the Company is continued by the agreement of all remaining Members.

15. **Limitation on Liability.** 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 no Member or Manager of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or Manager.

16. **Indemnification of Managers, Officers, Employees and Agents.**

(a) No Manager, officer, agent, or employee shall be liable to any other Manager, officer, agent, or employee, the Company, or to any Member for any loss suffered by the Company unless such loss is caused by such Person's gross negligence, willful misconduct, violation of law or material breach of this Agreement. The Managers, officers, agents, and employees shall not be liable for errors in judgment or for any acts or omissions that do not constitute gross negligence, willful misconduct, violation of law, or material breach of this Agreement. Any Manager, officer, agent, or employee may consult with counsel and accountants in respect of Company affairs and provided such Person acts in good faith reliance upon the advice or opinion of such counsel or accountants, such Person shall not be liable for any loss suffered by the Company in reliance thereon.

(b) Subject to the limitations and conditions as provided in this Section 16, each Person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative (hereinafter a "**Proceeding**"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she, or a Person of whom he or she is the legal representative, is or was a Member, Manager, officer or employee of the Company, or while a Member, Manager, officer or employee of the Company, is or was serving at the request of the Company as a Manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Company to the fullest extent permitted by the Illinois Act, as the same exist or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including attorneys' fees) actually incurred by such Person in connection with such Proceeding, and indemnification under this Section

16 shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Section 16 shall be deemed contract rights, and no amendment, modification, or repeal of this Section 16 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any amendment, modification, or repeal. It is expressly acknowledged that the indemnification provided in this Section 16 could involve indemnification for negligence or under theories of strict liability.

(c) Reasonable expenses incurred by a Person of the type entitled to be indemnified under clause (a) of Section 16 who was, is, or is threatened to be made a named defendant or respondent in a Proceeding shall be paid by the Company in advance of the final disposition of the Proceeding unless otherwise determined by the Members in the specific case upon receipt of an undertaking by or on behalf of such Person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company.

(d) Notwithstanding any other provision of this Section 16, the Company may pay or reimburse reasonable out-of-pocket expenses incurred by a Manager, officer, agent, or employee in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.

(e) The right to indemnification and the advancement and payment of expenses conferred in this Section 16 shall not be exclusive of any other right which a Manager, officer, agent, employee, or other Person indemnified pursuant to paragraph (b) hereof may have or hereafter acquire under any law (common or statutory), provision of the Articles or this Agreement, vote of Members or otherwise.

(f) The Company may purchase and maintain insurance, at its expense, to protect itself and any Person who is or was serving as a Manager, officer, agent, or employee of the Company or is or was serving at the request of the Company as a Manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under this Section 16.

(g) If this Section 16 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Manager, officer, agent, employee or any other Person indemnified pursuant to this Section 16 as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Section 16 that shall not have been invalidated and to the fullest extent permitted by applicable law.

17. **Amendments.** This Agreement may be amended only upon the written consent of all Members.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Illinois without giving effect to any choice of law or conflicts of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.

\* \* \*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

**\*CORPORATION/ENTITY NAME**

By: \_\_\_\_\_  
Name:  
Its: (Manager/Member)

**SCHEDULE I**

Member	Capital Contribution	Percentage of Investment
Name:	\$0.00	0
Address:		