

(Review: Delaware LLC Act § 18-201)

LIMITED LIABILITY COMPANY AGREEMENT  
OF  
\_\_\_\_\_, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of \_\_\_\_\_, LLC, a Delaware limited liability company (the "Company"), is adopted as of \_\_\_\_\_ (the "Effective Date"), by \_\_\_\_\_, a \_\_\_\_\_ ("Sole Member"), as the sole member of the Company.

The Company was formed as a limited liability company under the Delaware Limited Liability Company Act (the "Act"), pursuant to a Certificate of Formation (the "Certificate") that was filed on \_\_\_\_\_, with the Secretary of State of Delaware. The person executing the Certificate is an authorized person within the meaning of the Act for the purpose of executing the Certificate, and executing and filing the Certificate are approved and ratified.

Sole Member is the sole member of the Company. As provided in the Act, the entire management of the Company is vested in Sole Member as the sole member. As provided in the Act, Sole Member may from time to time appoint officers of the Company and delegate to such officers such authority with respect to the management of the Company as Sole Member may wish. Sole Member may, but is not required to, make capital contributions to the Company. None of the events specified in Section 18-304 of the Act shall cause Sole Member to cease to be a member of the Company.

This Agreement is the limited liability company agreement of the Company. The Company shall be governed by the Act and this Agreement. There are no third party beneficiaries of this Agreement.

IN WITNESS WHEREOF, Sole Member has duly executed this Limited Liability Company Agreement as of the day first above written.

Sole Member: