OPERATING AGREEMENT

OF

[COMPANY NAME]

A Nevis Limited Liability Company

[Basic sample form. This is not the agreement Alper Law uses for clients.]

This Operating Agreement (the "Agreement") is made effective as of [EFFECTIVE DATE] by the Members of [COMPANY NAME] to provide for the governance and operation of the Company and for the rights and obligations of each Member.

RECITALS

The Members formed [COMPANY NAME] (the "Company") as a limited liability company under the law of Nevis.

The articles of organization for the Company were filed in Nevis on [ARTICLES FILING DATE].

The Members therefore agree as follows:

ARTICLE 1: DEFINITIONS

1.1 Agreement means this Operating Agreement, as amended from time to time.

1.2 Articles of Organization means the articles of organization filed in Nevis on [ARTICLES FILING DATE] for the purpose of forming the Company.

1.3 Capital Contribution means the total cash and other consideration contributed and agreed to be contributed to the Company by each Member. Each initial Capital Contribution is shown on the Schedule of Members.

1.4 Company means [COMPANY NAME], a limited liability company organized under the law of Nevis.

1.5 Manager or Managers means the person or persons elected, appointed, or otherwise designated in accordance with this Agreement to manage and operate the Company.

1.6 Member means any person designated in this Agreement as a Member or any person who becomes a Member under this Agreement.

1.7 Ordinance means the Nevis Limited Liability Company Ordinance, as amended.

1.8 Property means all assets of the Company, in whole or in part, tangible and intangible.

1.9 Schedule of Members means the schedule of Members, their Capital Contributions, and their interests in the Company, attached to this Agreement and updated from time to time.

1.10 Substitute Member means any person not previously a Member who acquires a Transferable Interest and is admitted as a Member under this Agreement.

1.11 Transferable Interest means a Member's right to share in the profits, losses, income, and expenses of the Company and to receive distributions and allocations from the Company.

ARTICLE 2: FORMATION AND OFFICES

2.1 Formation of the Company. The Members formed the Company under the Ordinance by filing the articles of organization in Nevis.

2.2 Name. The name of the Company is [COMPANY NAME].

2.3 Principal Office. The Company's principal place of business is [PRINCIPAL OFFICE ADDRESS], or any other location the Members determine.

2.4 Registered Agent and Registered Office. The Company's registered agent is [REGISTERED AGENT NAME], and the Company's registered office is the registered agent's office at [REGISTERED AGENT ADDRESS], or any other agent or office in Nevis the Members determine.

2.5 Term. The Company will continue to exist until terminated or dissolved in accordance with its articles of organization or this Agreement.

2.6 Business Purpose. The purpose of the Company is to [BUSINESS PURPOSE]. The Company may conduct any activity permitted under the Ordinance, and may do so in any other jurisdiction in which it has a business or investment interest.

ARTICLE 3: MEMBERSHIP

3.1 Initial Members. The initial Members of the Company, their initial Capital Contributions, and their interests in the Company are shown on the Schedule of Members.

3.2 Nature of an Interest. A Member's interest in the Company is personal property, and no Member acquires any interest in any of the assets of the Company.

3.3 Evidence of Ownership. The Company will not issue certificates evidencing ownership of an interest in the Company. This Agreement and the Schedule of Members are the evidence of ownership. The Company shall update the Schedule of Members on the issuance or transfer of any interest.

3.4 Voting. Unless otherwise provided in this Agreement, all consents and other actions requiring a vote of the Members require the approval of Members holding a majority of the interests in the Company. No meeting of the Members is required, and the Members may act by the agreement of the Members holding the required voting interest, evidenced in a signed record or an exchange of email.

3.5 Liability to Third Parties. No Member is personally liable for the debts, obligations, or liabilities of the Company to a third party unless the Member agrees in writing to be liable.

3.6 Authority. A Member who is not also a Manager has no authority to act for, to bind, or to incur any liability on behalf of the Company except as provided in this Agreement.

3.7 Admission of Additional Members. An additional person may be admitted to the Company as a Member, and an interest may be issued to that person, only with the written consent of every Member and on the terms the Members determine. Each new Member must sign a counterpart of this Agreement and agree to be bound by it, and the Company will enter the new Member's interest on the Schedule of Members.

ARTICLE 4: CAPITAL CONTRIBUTIONS

4.1 Initial Contributions. As their initial Capital Contributions, the Members will contribute the amounts shown on the Schedule of Members.

4.2 Additional Contributions. No Member is required to make any additional capital contribution. The Members may make additional capital contributions pro rata in proportion to their interests in the Company, or on any other terms the Members agree to in writing, and the Company shall update the Schedule of Members to reflect them.

ARTICLE 5: CAPITAL ACCOUNTS, ALLOCATIONS, AND TAX MATTERS

[Standard provisions, not set out in this form: capital accounts, the determination of profits and losses, allocations, tax classification and elections, and the person authorized to act for the Company in a tax proceeding. This article also carries the United States reporting and filing obligations that attach to a foreign limited liability company owned by a United States person.]

ARTICLE 6: DISTRIBUTIONS

6.1 Distributions. Distributions are made when, and in the amounts, the Manager determines in the Manager's sole discretion. Nothing in this Agreement obliges the Company to make a distribution, and the existence of a charging order is not a reason to make one. Any amount that would otherwise be distributable in respect of a charged interest may first be applied against a capital call, loan, indemnity, or other obligation that the Member owes the Company.

[Standard provisions, not set out in this form: the return of a distribution wrongly made, and the remaining distribution mechanics.]

ARTICLE 7: MANAGEMENT

7.1 Manager. The Company is managed by one or more Managers, who may or may not be Members. The Manager of the Company is [MANAGER NAME]. The Members may, by majority vote, appoint additional Managers to serve jointly with the Manager.

7.2 Management Action. If two or more Managers are serving, an action of the Managers requires the vote of a majority of the Managers then serving, and any one Manager may sign a document executed on behalf of the Company.

7.3 Removal or Resignation. Any Manager may resign effective on delivery of written notice to any Member unless the notice specifies a later effective date. The Members may remove any Manager, with or without cause, at any time. If all Managers resign or are removed, the Members shall appoint a successor Manager. The Company does not terminate because of the temporary absence of a Manager.

7.4 Manager Powers. Except as otherwise provided in this Agreement, the Manager has sole authority to manage and operate the Company in the ordinary course of business. The Manager has full power to execute and deliver on behalf of the Company all documents and instruments necessary to carry on any business of the Company or to purchase and manage any investment of the Company.

7.5 Authority of Manager. No person dealing with the Manager need inquire into the validity or propriety of any document or instrument executed in the name of the Company by a Manager, or into the authority of the Manager to act on behalf of and bind the Company in executing it. A third party dealing with the Company may rely on the affidavit of a Manager as to the Manager's authority to act for the Company.

7.6 Standard of Care. The Manager shall exercise the Manager's powers and perform the Manager's duties in good faith, in the manner the Manager believes to be in the best interest of the Company, and with the care, including reasonable inquiry, that an ordinarily prudent person in a like position would use under similar circumstances.

7.7 Compensation and Reimbursement. A Manager, or a Member providing services to the Company, may receive reasonable compensation for those services as the Members approve in writing. The Company shall reimburse a Manager or Member for reasonable out-of-pocket expenses paid on behalf of the Company. A payment under this Section is not a distribution.

7.8 Limitation of Liability; Indemnification. To the fullest extent permitted by the Ordinance, no Manager or Member shall be liable to the Company or to any Member for monetary damages arising from any act or omission taken in good faith on behalf of the Company, and the Company shall indemnify, defend, and hold harmless each Manager and Member against all losses, claims, expenses, damages, fines, and other liabilities, including reasonable attorneys' fees, arising from the person's present or former capacity as Manager or Member. However, no exculpation or indemnification will be provided for (a) conduct involving bad faith, willful or intentional misconduct, or a knowing violation of law; (b) a transaction from which the person derived an improper personal benefit; or (c) a distribution made in violation of the Ordinance. No Member shall have personal liability for, or be required to make a Capital Contribution to fund, any indemnification obligation of the Company.

7.9 Participation in Other Businesses. A Manager may engage in any business or make any investment that does not unreasonably compete or conflict with the business of the Company.

ARTICLE 8: TRANSFER OF INTERESTS

8.1 Transfers. A Member may sell, assign, encumber, or otherwise transfer all or any part of a Transferable Interest only with the written consent of every other Member and of the Manager. A purported transfer made without that consent is void.

8.2 Rights of a Transferee. A transferee of a Transferable Interest is entitled only to the allocations and distributions to which the transferred interest is entitled unless the transferee is admitted as a Substitute Member. A transferee who is not admitted as a Member has no right to vote, to participate in the management of the Company, or to obtain information about the Company except as the Ordinance requires.

8.3 Admission of a Transferee. A transferee becomes a Substitute Member only on the written consent of every Member and the transferee's written acceptance of and agreement to be bound by this Agreement. The transferor shall execute and deliver to the Company the instruments of transfer the Company reasonably requires, and the Company shall update the Schedule of Members to reflect the transfer.

8.4 Transfer on Death or Incapacity. The personal representative of a deceased Member may exercise the deceased Member's rights and powers as a Member, and the deceased

Member's interest passes to those entitled to it under the Member's will, trust, or applicable law. The legal representative of an incapacitated Member, acting under a durable power of attorney or a guardianship, may exercise that Member's rights and powers.

8.5 Involuntary Transfers. An involuntary transfer of a Member's interest is governed by Section 9.6.

ARTICLE 9: CREDITOR REMEDIES AGAINST A MEMBER'S INTEREST

9.1 Sole remedy. The Members agree that a charging order granted under the Nevis Limited Liability Company Ordinance is the only remedy a creditor of a Member may pursue against that Member's interest in the Company. No creditor of a Member may foreclose upon a Member's interest, compel a sale of it, obtain an order dissolving or winding up the Company, or reach the property of the Company on any theory that disregards the separate existence of the Company.

9.2 Rights of the holder. A person holding a charging order against a Member's interest has the rights of an assignee of that interest and no rights beyond them. That person is not a Member, may not vote or give or withhold consent on any matter, may not participate in the management of the Company, may not require the Company to produce books, records, tax information, or an accounting, and may not compel a distribution.

9.3 Distributions. Distributions in respect of a charged interest are governed by Article 6.

9.4 Expiration. When a charging order expires, lapses, is discharged, or is satisfied, every right conferred by it ends at that moment, and the Member's interest is held free of it without further act of the Company or of any Member. The Company shall not treat an expired or discharged charging order as continuing in effect, and shall not pay any amount to its former holder.

9.5 Redemption. While a charging order is in effect, the Company may purchase the charged interest, and any Member whose own interest is not charged may purchase it, by paying the amount then secured by the charging order. An interest purchased under this Section passes to the purchaser free of the charging order. Payment may be made in cash or in any other property the purchaser and the Company agree upon, and no consent of the charged Member is required.

9.6 No admission of an involuntary transferee. A creditor, assignee, purchaser at a judicial or execution sale, receiver, liquidator, trustee in bankruptcy, or other involuntary transferee of a Member's interest does not become a Member and acquires no right to become one, and no such person may be admitted as a Member except with the written consent of all Members other than the Member whose interest was transferred. That consent may be withheld for any reason or for no reason.

9.7 Governing law and forum. This Agreement and the interests of the Members in the Company are governed by the law of Nevis. Every question concerning the rights of a creditor of a Member against that Member's interest, including the availability, scope, and duration of any remedy, is to be determined by the courts of Nevis and under the law of Nevis.

ARTICLE 10: SECURITY FOR THE COSTS OF A CREDITOR PROCEEDING

10.1 Security required before proceedings. The Members acknowledge that a creditor is required to deposit a bond as security for costs before bringing an action or proceeding against a Member's interest in the Company or against the property of the Company, in the amount and form required by the Nevis Limited Liability Company Ordinance and by any order of the Nevis High Court.

10.2 No waiver. Neither the Company nor the Manager may waive the security described in Section 10.1, accept a reduced or substitute security, consent to a creditor proceeding without it, or agree to any order dispensing with it. A waiver, consent, or agreement given without the written consent of all Members other than the Member whose interest is the subject of the proceeding is void and of no effect.

10.3 Duty to apply. If a creditor commences a proceeding of the kind described in Section 10.1 without depositing the required security, the Manager shall apply to the Nevis High Court for security for costs without delay, shall seek every order the Ordinance permits in respect of that proceeding, and shall oppose any application to reduce the security below the amount the Court has fixed.

10.4 Costs. The Company shall bear the cost of defending a proceeding of the kind described in Section 10.1 and may recover that cost out of the security deposited, and any amount so recovered belongs to the Company. A Member whose own conduct gave rise to the proceeding shall reimburse the Company for any cost not recovered out of the security, and the Manager may charge the unreimbursed amount against distributions that would otherwise be payable to that Member.

ARTICLE 11: BOOKS, RECORDS, AND BANK ACCOUNTS

[Standard provisions, not set out in this form: books and records, the taxable year and reports to Members, and bank accounts and Company funds.]

ARTICLE 12: DISSOLUTION AND WINDING UP

12.1 Events of Dissolution. The Company dissolves on the date the Members designate by unanimous written consent or on the entry of a decree of judicial dissolution.

12.2 Winding Up. On dissolution, the Manager, or a liquidator the Members appoint, shall wind up the affairs of the Company, liquidate the Property, make the filings the Ordinance requires to dissolve the Company, and distribute the proceeds as provided in this Article. Winding up is not complete until those filings are made and the assets of the Company have been distributed.

12.3 Distribution of Proceeds. The proceeds of liquidation are applied first to creditors of the Company other than Members, in the order of priority required by applicable law; then to any reserve the Manager or liquidator reasonably considers necessary for contingent or unforeseen liabilities; then to Members who are creditors of the Company; and then to the Members in proportion to their Transferable Interests.

12.4 Sale of Assets. The sale of substantially all the assets of the Company during the term of the Company does not dissolve the Company. The Company may reinvest the proceeds in other assets consistent with its business purpose.

ARTICLE 13: AMENDMENTS

[Standard provisions, not set out in this form: the vote or consent required to amend this Agreement.]

ARTICLE 14: GENERAL PROVISIONS

[Standard provisions, not set out in this form: entire agreement, severability, successors and assigns, construction, notices, further assurances, attorneys' fees, execution and counterparts, and waiver. Governing law and forum are stated at Section 9.7 and are not repeated here.]

EXECUTION

[Standard provisions, not set out in this form: the execution block for the Members and for the Manager, and the schedule of Members.]