

# Single-Member LLC Operating Agreement

*State of North Carolina*

This is a Single-Member LLC Operating Agreement (hereinafter "Agreement") for the LLC described below, executed as of December 26th, 2022, for good and valuable consideration.

## Article 1 - FORMATION & LLC INFORMATION:

**a. Name & state.** This Agreement is made for the Limited Liability Company of the following name: Carnielita Holmes (the "LLC"). The LLC is formed pursuant to the laws of the state of North Carolina. The LLC is a Professional LLC. ,Divine Compass Life Coaching, LLC.

**b. Address.** The mailing address and the street address (principal office address) for the LLC are as follows:

912 South Mills Rd.  
Moyock NC 27958

The principal and mailing address of the LLC may change as the sole Member, described below, designates.

**c. Registered agent.** The name and address of the registered agent (or statutory agent, as applicable) are as follows:

Name: Carnielita Holmes

Address:

912 South Mills Rd. Moyock NC 27958

The LLC may change its registered or statutory agent, as the Member may decide, by filing a relevant statement with the state of North Carolina.

## Article 2 - PURPOSE:

**a. Professional services.** The purpose of the Limited Liability Company is to provide the following professional services:

Individual and group life coaching service: relationship goals, work/life balance,

spiritual development, and personal growth.

**b. Powers.** The LLC shall have any and all powers available to limited liability companies under the laws of the state of North Carolina.

### **Article 3 - DURATION:**

The duration of this LLC shall be perpetual in nature.

The LLC may be terminated if:

1. The Member decides to dissolve the LLC and does so through a valid vote.
2. The Member passes away.
3. The continued existence of the LLC becomes unlawful for any reason.
4. A judicial order dissolves the LLC.
5. Any state or federal law requires dissolution based on any event or action.

### **Article 4 - MEMBER:**

**a. The LLC only has one Member.** The sole Member's information is below:

Name: Carnielita Holmes

Address:

912 South Mills Rd  
Moyock, NC 27958

Non-monetary contribution of the following:

Sole proprietor- Carnielita Holmes. No monetary contribution to report.

**b. Management.** General management of the LLC is vested in the Member.

**c. Initial Contributions.** Member may not receive interest on their initial contribution and is permitted return of their initial contribution if expressly provided in this Agreement or under the laws of North Carolina.



**d. Additional Contributions.** Additional financial contributions may be required from time to time from the Member.

**e. Liability.** Member shall not be personally liable for any act, omission, obligation, debt, or liability under the LLC, beyond their initial contribution, including for any decisions or holdings which may come from a court of competent jurisdiction or other judicial or regulatory body. Member's initial contribution is subordinate to all other debts and liabilities of the LLC. If no funds remain within the LLC after the repayment of any debts or liabilities, Member will have no ability to obtain repayment of their initial contribution, unless specifically accounted for elsewhere in this Agreement or under relevant law.

**f. Member payment to LLC.** For any payment of funds from the Member to the LLC not specifically stated to be a contribution, that payment will be treated as a debt owed by the LLC to the Member, to be paid back with interest determined at the time the debt is made.

**g. Authority to bind.** Member has the ability to bind the LLC in contract.

**h. Agency.** Member is an agent of the LLC and shall be entitled to act accordingly. All legal obligations created by the authority of the Member shall be valid.

**i. Valuation.** For any required valuation of ownership interest or valuation of the LLC as a whole, Member will utilize a fair market appraisal of the LLC taken under generally accepted accounting principles (GAAP). Member will hire an independent appraiser to complete the valuation.

**j. New Members.** Any Member that wishes to entirely relinquish their Member interest must first ensure that they are not the sole Member. If so, the LLC must be dissolved. Members may relinquish only part of their interest to create new members. New Members may also be created when any Member among two or more Members decides to entirely relinquish their interest. If no current Member wishes to purchase the interest, the Membership, in full or in part, may be transferred to a non-Member who will agree in writing to be bound by the terms and conditions outlined in this Agreement and by the terms of any applicable organization document filed with the relevant North Carolina authority.

## **Article 5 - INDEMNIFICATION:**

**a. No liability.** No Member, Officer, or employee of the LLC shall be liable to the LLC for any claim or damage any person or entity may have against the LLC which may have

been caused by any act of the Member, Officer, or employee while acting on behalf of the LLC with proper authorization, unless such claim or damage was caused by the Member, Officer, or employee through gross negligence or willful misconduct.

**b. Indemnification.** The LLC shall indemnify any Member, Officer, or employee of the LLC who was acting on behalf of the LLC with proper authorization who may be subject to any legal action, claim, demand, suit, or proceeding. Such indemnification shall include repayment of legal fees.

This subpart shall not apply to indemnify any Member, Officer, or employer who was acting in gross negligence or willful misconduct.

## **Article 6 - VOTING:**

**a. Voting rights.** In any situation where Member decides to expand the LLC and there is more than one Member, each Member shall receive votes based on their percentage interest in the LLC.

## **Article 7 - DUTIES:**

Member will be responsible for ensuring the LLC's completion of the following:

1. Payment of wages and salaries to any employees of the LLC, through the LLC's own financial accounts;
2. Keeping of adequate records for the LLC, including, if needed, for any large action items or resolutions;
3. Any and all formal requirements imposed on LLCs under relevant state law.

**a. Duties of loyalty and care.** Member owes a duty of loyalty and duty of care to the LLC. Member may not engage in any business or venture which is similar in nature to the business of the LLC or in competition with the LLC.

**b. Duty to devote time.** Member has a duty to devote reasonable time to the LLC for the purposes of ensuring the smooth operation of the business of the LLC.

**c. Fiduciary duties.** Member owes fiduciary duties of good faith and fair dealing to the LLC only. Member also owes a duty of disclosure to the LLC.



## **Article 8 - FISCAL CONSIDERATIONS:**

**a. Tax/fiscal closing.** The tax/fiscal closing month for the LLC is January. The LLC must pay all taxes required under state and Federal law, as applicable.

**b. Duty to maintain books.** Member will be responsible for ensuring the maintenance of separate financial records for the LLC, unrelated to any individual person or Member, which may include bank accounts, checks, invoices, books, financial statements and any other pertinent financial record or account. Such separate accounts and records also include assets of the LLC, which shall not be commingled with the assets of any person or Member. Books will be maintained with GAAP.

**c. Records.** All records, including financial records, of the LLC will be held at the LLC's principal place of business.

**d. Accounts.** Member will determine in which specific accounts at which specific financial institutions liquid funds of the LLC will be held.

**e. Distributions.** Distributions may be made annually or on a discretionary basis, but are not required. Distributions will not exceed the LLC's net profit. If there is more than one, Members will receive distributions according to the specific percentages of ownership each Member holds.

**f. Tax treatment.** The LLC will not be taxed as a corporation and will instead maintain pass-through taxation status with the Internal Revenue Service (IRS).

**g. Insurance.** The LLC, through the Member, maintains the right to purchase any insurance required or desired, including general liability coverage, business insurance, or insurance to cover the acts or omissions of any Member, Officer, or employee of the LLC for any reason which may arise through the authorized agency of the Member, Officer, or employee.

**h. Title.** Title to all LLC property will be vested in the name of the LLC and not the name of the Member.

## **Article 9 - DISSOLUTION/WRAPPING UP:**

**a. Term.** The LLC may dissolve upon the occurrence of any of the events listed in the Article entitled "Duration," above, or upon the decision of the Member.

**b. Winding up.** Winding up the business of the LLC will be the responsibility of the

Member. Duties in winding up may include satisfying any creditors, liquidating assets, ensuring the cancelation of outstanding contracts, and any other actions the Member deem appropriate.

**c. Accounting.** The Member shall be responsible to complete an accounting of the final assets and liabilities, including liquid funds, if any, at dissolution.

**d. Funds priority.** At dissolution, liquidated funds will be disbursed with the following priority:

1. to satisfy non-Member creditors;
2. to satisfy Member creditors to whom the LLC has a debt obligation;
3. recovery of the Member's initial contributions;
4. remaining distributions to Member.

**e. Dissolution complete.** Dissolution of the LLC will be complete when all of the remaining assets or funds of the LLC have been used to satisfy final creditors or distributed to the Member. Additionally, final termination of the LLC requires any state registration provided to the relevant Secretary of State to be canceled.

## **Article 10 - GENERAL PROVISIONS:**

**a. Language.** All communications made or notices given pursuant to this Agreement shall be in the English language.

**b. Severability.** If any part or subpart of this Agreement is held invalid or unenforceable by a court of law, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

**c. Entire agreement.** This Agreement constitutes the entire understanding between the Member and the LLC with respect to the subject matter covered herein. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the LLC.

**d. Governing law.** This Agreement shall be governed by and construed in accordance with the internal laws of North Carolina without giving effect to any choice or conflict of law provision or rule.



**e. Amendment.** This Agreement may be amended by the Member, or if there are multiple members, only if agreed to in writing by each and all of the then-current Members of the LLC.

**f. Headings for convenience only.** Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

**EXECUTION:**

Carnielita Holmes

Signature: Carnielita Holmes