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Operating Agreement Article XVIII Dissolution and Winding Up

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hereof) to satisfy any claim it may have against the Breaching Member;

(f) [The Breaching Member shall have no right to inspect the Company's books or records or obtain other information concerning the Company's operations, except that the Breaching Member shall be provided tax information to the extent expressly required by Section 4.2; and

(g) The Breaching Member shall continue to be liable to the Company for any unpaid capital contributions required by this Agreement.

ARTICLE XVII ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

Section 17.1 – Rights of Assignees

The Assignee of all or any portion of a Membership Interest has no right to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to receive the distributions and return of capital, and to be allocated the Net Profits and Net Losses attributable to the Membership Interest, to the extent assigned.

Section 17.2 – Admission of Assignees

An Assignee of a Membership Interest shall be admitted as a new Member and admitted to all the rights of the Member who initially assigned the Membership Interest only with the approval of all of the Directors. The Board may grant or withhold the approval of such admission for any in their sole and absolute discretion. If so admitted, the substituted Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Membership Interest. The admission of a substituted Member, without more, shall not release the Member originally assigning the Membership Interest from any liability to the Company that may have existed prior to the approval.

Section 17.3 – Admission of Additional Members

The Board must approve the admission of additional Members and determine the Membership Interests and Capital Contributions of such Members.

ARTICLE XVIII DISSOLUTION AND WINDING UP

Section 18.1 – Dissolution

The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events (which, unless the Members agree to continue the business, shall constitute Dissolution Events):

- (a) by affirmative vote of a Majority in Interest of the Members entitled to vote; or
- (b) as otherwise may be required by law.

Section 18.2 – Effect and Notice of Dissolution

If dissolution occurs pursuant to Section 18.1(a), or (b), the Company shall deliver a notice of dissolution to the Secretary of State for filing, in accordance with the Act. Upon dissolution, the Company shall cease carrying on the Company business, except insofar as may be necessary for the winding up of its business, but the Company is not terminated, and continues until the winding up of the affairs of the Company is completed and articles of termination have been accepted by the Secretary of State for filing.

Section 18.3 – Distribution of Assets on Dissolution

Upon the winding up of the Company, the Company's property shall be distributed:

(a) to creditors, including Members who are creditors, to the extent and in the order permitted by law, in satisfaction of the Company's liabilities; and

(b) to Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid **within sixty (60) days** of the end of the Company's taxable year or, if later, **within ninety (90) days** after the date of liquidation. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Members.

Section 18.4 – Winding Up and Articles of Termination

The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefore has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, articles of termination shall be delivered to the Secretary of State for filing to the extent required by the Act. The articles of termination shall set forth the information required by the Act.

ARTICLE XIX MISCELLANEOUS PROVISIONS

Section 19.1 – Entire Agreement

This Agreement represents the entire agreement among all the Members and between the Members and the Company. This Agreement may only be amended by a written amendment executed by a **Majority in Interest** of the Members. The Operating Agreement of the Company must be in writing.

Section 19.2 – No Partnership Intended for Nontax Purposes

The Members have formed the Company under the Act, to be treated as a partnership for tax purposes only under the Code, and expressly do not intend hereby to form a partnership under either the Tennessee Revised Uniform Partnership Act or the Tennessee Revised Uniform Limited Partnership Act. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

Section 19.3 – Rights of Creditors and Third Parties

The Agreement is entered into among the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

Section 19.4 – Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall