

**FORM 6.2**

**MODEL OPERATING AGREEMENT  
FOR USE UNDER  
THE REVISED NEW HAMPSHIRE LIMITED LIABILITY COMPANY ACT  
FOR MANAGER-MANAGED  
MULTI-MEMBER LIMITED LIABILITY COMPANY  
(i) WHICH HAS THREE OR MORE MEMBERS;  
(ii) WHICH IS MANAGED BY A MANAGER-MEMBER UNDER A  
SIMPLE LIMITED PARTNERSHIP MANAGEMENT STRUCTURE;  
(iii) WHICH IS CONTROLLED BY ITS MEMBERS; AND  
(iv) WHICH IS TAXABLE AS A PARTNERSHIP  
(VERSION DATED AS OF JANUARY 21, 2013)**

**OPERATING AGREEMENT  
OF \_\_\_\_\_, LLC**

**A MANAGER-MANAGED MULTI-MEMBER  
NEW HAMPSHIRE LIMITED LIABILITY COMPANY  
TAXABLE AS A PARTNERSHIP**

Dated as of \_\_\_\_\_

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