

## OPERATING AGREEMENT FOR COCONINO COUNTY REPUBLICAN COMMITTEE, LLC

THIS OPERATING AGREEMENT of the Coconino County Republican Committee, LLC (the "CCRC") is made and entered into as of the last date by which it has been signed below (the "Effective Date"), by and on behalf of the Coconino County Republican Committee, an unincorporated nonprofit association (hereinafter referred to as the "Party"). The object of the CCRC shall be to uphold the principles and policies as set forth in the Declaration of Independence, The U.S. Constitution, and the Republican Party Platform. It will promote the political education of all Republican Party workers and loyalty to the Republican Party Platform. It will also support the election of Republican Party candidates who uphold the principles and policies as set forth in the Declaration of Independence, the U.S. Constitution, and the Republican Party Platform.

1. The CCRC is formed as a member-managed limited liability company under the Arizona Limited Liability Act (the "Act"), as the Act existed on the Effective Date of this Operating Agreement. As of the Effective Date, the Act provided at A.R.S. § 29-3108(B) that "a limited liability company may have any lawful purpose, regardless of whether the purpose is for profit." As of the Effective Date, the Act also provided at A.R.S. § 29-3102(15),(19) that the "member" of an LLC may be (*inter alia*) a "general cooperative association, limited cooperative association, unincorporated nonprofit association...association...or any other legal or commercial entity."
2. The Party shall be the sole Member and Manager of the CCRC. The Party may not transfer any interest in the CCRC to any other person. The Party may make contracts, incur debts, make loans, engage in banking activity, and exercise other such management control on behalf of the CCRC. The CCRC shall be authorized and empowered to pay reasonable compensation and shall make payments and distributions in furtherance of its stated purposes.
3. The intent of this Operating Agreement is to operate the CCRC as a "non-profit" LLC. The CCRC is organized and shall always be operated for the primary purpose of carrying on one or more exempt functions as defined in Section 527 of the Internal Revenue Code of 1986, as amended from time to time. More specifically, the purpose of the CCRC is to influence or attempt to influence the selection, nomination, election or appointment of any individual to any federal, state or local public office or office in a political organization, or the election of the Presidential or Vice-Presidential electors. The CCRC's powers shall include, but not be limited to, the several powers and purposes set forth in Section 29-3109 of the Arizona Revised Statutes, as amended or renumbered, or the analogous provision of any future Arizona limited liability company code, which is hereby incorporated as if printed herein.
4. Notwithstanding any other provisions of this Operating Agreement, the CCRC shall only engage in activities consistent with its tax-exempt status and permitted to be conducted by a limited liability company exempt from federal income tax pursuant to Section 527 of the Internal Revenue Code.
5. No person shall be liable for capital contributions to the CCRC except as may be otherwise agreed by such person(s) and the CCRC.
6. The Party, including its officers and members, shall not be liable for monetary damages for any action taken, or any failure to take any action, on behalf of the CCRC.

7. The CCRC shall be of infinite duration and continue perpetually. The CCRC shall not be subject to dissolution on any grounds, except as may be required by law.
8. All cash contributions by the Party to the CCRC, as well as all property, use of property, or services, provided by the Party to the CCRC both prior and subsequent to the date that the CCRC's Articles of Organization were filed, may be deemed the Party's capital account contributions if the Party so designates. Such designation shall be made in a manner consistent with the intent to ensure adequate CCRC capitalization and with relevant tax laws. The Party's capital account Balance shall be increased by any additional capital contributions made by the Party and decreased by any distributions to or withdrawals made by the Party.
9. The initial statutory agent of the CCRC shall be Wilenchik & Bartness, P.C. which is located at 2810 N. Third St., Phoenix, Arizona 85004 (attention: John "Jack" Wilenchik, Esq.), which hereby consents to act as said agent. The initial form of this document was substantially prepared by John "Jack" Wilenchik, Esq. and Lee Miller, Esq.
10. This Operating Agreement incorporates the bylaws of the Coconino County Republican Committee as they existed on the Effective Date, as well as any subsequent amendment(s) thereto, whether or not such amendments become formally memorialized as amendment(s) to this Operating Agreement.

**AGREED TO** as of the dates below, by and between the following person(s) on behalf of the Coconino County Republican Committee:

(End of Document)