

OPERATING AGREEMENT

OF

DR. NATHAN HURWITZ, COLLEGE ADMISSIONS CONSULTANT, HURWITZ CONSULTING, LLC

A Pennsylvania Limited Liability Company

ARTICLE I

FORMATION OF LIMITED LIABILITY COMPANY

Section 1.01 Formation

This Operating Agreement (the “**Agreement**”) is made and entered into by and between the undersigned Member for the purpose of governing the internal affairs of **Dr. Nathan Hurwitz, College Admissions Consultant, Hurwitz Consulting, LLC**, a Pennsylvania Limited Liability Company (the “**Company**”).

The Company has been formed pursuant to and shall operate in accordance with the provisions of the **Pennsylvania Limited Liability Company Law of 2016**, as amended (the “**Act**”).

The Member hereby confirms the formation of the Company and adopts this Agreement to set forth the governance structure, operational procedures, rights, and obligations relating to the Company.

Section 1.02 Name

The name of the Company shall be:

Dr. Nathan Hurwitz, College Admissions Consultant, Hurwitz Consulting, LLC

The Company may conduct business under additional trade names or “doing business as” names as the Member may determine from time to time.

Section 1.03 Principal Office

The principal office of the Company shall be located within the Commonwealth of Pennsylvania or at such other location as the Member may determine.

The Company may maintain additional offices within or outside the Commonwealth of Pennsylvania.

Section 1.04 Registered Office and Agent

The Company shall maintain a registered office and registered agent in the Commonwealth of Pennsylvania as required by the Act.

The Member may change the registered agent or office by filing the appropriate documentation with the Pennsylvania Department of State.

ARTICLE II

PURPOSE OF COMPANY

Section 2.01 General Purpose

The purpose of the Company shall be to engage in any lawful business activity permitted under the laws of the Commonwealth of Pennsylvania.

Section 2.02 Specific Business Activities

Without limiting the generality of the foregoing, the Company may engage in activities including but not limited to:

- college admissions consulting
- academic advising
- educational strategy consulting
- tutoring services
- essay coaching and editing guidance
- standardized test preparation
- application consulting for undergraduate and graduate admissions
- educational publishing
- creation and sale of digital educational materials
- consulting services related to academic planning
- performing arts admissions coaching
- portfolio and audition preparation consulting
- professional coaching services

Section 2.03 Ancillary Activities

The Company may engage in any activity incidental or related to the foregoing purposes including:

- marketing and advertising
 - contracting with independent consultants
 - hiring employees
 - developing intellectual property
 - licensing proprietary consulting frameworks
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ARTICLE III

MEMBER

Section 3.01 Sole Member

The Company has one member:

Dr. Nathan Hurwitz

The Member owns **one hundred percent (100%)** of the membership interest in the Company.

Section 3.02 Member Authority

The Member shall have full authority to:

- manage the Company
- make all operational decisions
- enter contracts on behalf of the Company
- hire employees and contractors
- establish consulting services and pricing
- manage finances and accounts

Section 3.03 Limited Liability of Member

The Member shall not be personally liable for debts, obligations, or liabilities of the Company except as required by law.

ARTICLE IV

MANAGEMENT

Section 4.01 Member-Managed Structure

The Company shall be **member-managed**.

The Member shall have full authority over all operational, financial, and strategic decisions.

Section 4.02 Powers of the Member

The Member may exercise any power necessary to operate the Company including:

- entering contracts
- opening bank accounts
- hiring employees or contractors
- purchasing equipment
- executing legal agreements

Section 4.03 Delegation of Authority

The Member may delegate authority to employees, contractors, or agents for operational purposes.

Such delegation shall not relieve the Member of ultimate authority over the Company.

ARTICLE V

CAPITAL CONTRIBUTIONS

Section 5.01 Initial Capital Contribution

The Member may contribute cash, services, or property to the Company as the Member deems appropriate.

Section 5.02 Additional Contributions

The Member shall not be obligated to make additional capital contributions.

ARTICLE VI

PROFITS AND LOSSES

Section 6.01 Allocation

All profits and losses of the Company shall be allocated to the Member.

Section 6.02 Distributions

Distributions may be made to the Member at the Member's discretion.

ARTICLE VII

TAX TREATMENT

Section 7.01 Federal Tax Classification

The Company shall be treated as a **disregarded entity for federal tax purposes**, unless the Member elects otherwise.

Section 7.02 Tax Elections

The Member may elect to have the Company taxed as:

- a partnership
 - an S-Corporation
 - or another permissible tax classification
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ARTICLE VIII

COMPANY RECORDS

Section 8.01 Maintenance of Records

The Company shall maintain records including:

- financial statements
- tax filings
- contracts
- membership records

Section 8.02 Inspection Rights

The Member shall have full access to Company records.

ARTICLE IX

INTELLECTUAL PROPERTY

Section 9.01 Ownership

All intellectual property created by the Company shall remain the property of the Company.

This includes:

- consulting frameworks
- admissions strategy methodologies
- educational content
- digital resources

Section 9.02 Licensing

The Company may license intellectual property for commercial purposes.

ARTICLE X

LIMITATION OF LIABILITY AND INDEMNIFICATION

Section 10.01 Limitation of Liability

The Member shall not be personally liable for Company obligations except as required by law.

Section 10.02 Indemnification

The Company shall indemnify the Member against claims arising from Company activities except in cases of fraud or willful misconduct.

ARTICLE XI

DISSOLUTION

Section 11.01 Dissolution Events

The Company may be dissolved upon:

- decision of the Member
- entry of a judicial dissolution order
- other events required by law

Section 11.02 Winding Up

Upon dissolution the Company shall:

- satisfy debts
 - liquidate assets
 - distribute remaining funds to the Member
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ARTICLE XII

AMENDMENTS

The Member may amend this Agreement at any time.

ARTICLE XIII

GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

ARTICLE XIV

EXECUTION

IN WITNESS WHEREOF, the Member executes this Operating Agreement.

Member:

Dr. Nathan Hurwitz

Signature: _____

Date: _____