

[This template is a general guide and should be tailored to the specific needs and circumstances of your LLC. Legal advice should be sought to ensure that the operating agreement complies with state laws and meets the requirements of all members involved.]

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF _____, LLC

This Operating Agreement ("Agreement") is made and entered into effective as of date: _____, by and among the following persons:

1. Member 1 Name: _____

Address: _____

2. Member 2 Name: _____

Address: _____

3. Additional Members [as needed] Name: _____

Address: _____

(Each a "Member" and collectively, the "Members")

ARTICLE I: FORMATION

1.1 Formation: The Members hereby form a Limited Liability Company ("LLC") under the laws of the State of _____.

1.2 Name: The name of the LLC is _____, LLC.

1.3 Principal Place of Business: The principal office of the LLC is located at _____

1.4 Registered Agent: The registered agent for the LLC is _____, with an address at _____.

1.5 Term: The term of the LLC shall commence on the date of filing of the Articles of Organization and shall continue until terminated as provided herein.

ARTICLE II: PURPOSE

2.1 Purpose: The purpose of the LLC is to engage in any lawful business, trade, or activity as permitted under the laws of the State of _____.

ARTICLE III: MEMBERSHIP INTERESTS

3.1 Initial Members: The initial Members of the LLC are listed above.

3.2 Membership Interests: Each Member's ownership interest in the LLC is set forth as follows:

- Member 1: _____%
- Member 2: _____%
- [Additional Members as needed]

3.3 Additional Members: Additional Members may be admitted to the LLC upon unanimous consent of the existing Members.

3.4 Capital Contributions: The Members shall make the following initial capital contributions:

- Member 1: \$ _____
 - Member 2: \$ _____
 - Additional Members as needed
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ARTICLE IV: MANAGEMENT

4.1 Management: The LLC shall be managed by _____ / [One or More Managers].

4.2 Duties of Managers/Members: [If managed by Members] Each Member shall participate in the management of the LLC. [If managed by Managers] The Manager(s) shall have full authority to manage the business and affairs of the LLC.

4.3 Voting: Each Member shall have a vote proportionate to their Membership Interest. Decisions requiring Member approval shall be made by a majority vote unless otherwise specified.

ARTICLE V: DISTRIBUTIONS

5.1 Distributions of Profits and Losses: Profits and losses shall be allocated to the Members in proportion to their respective Membership Interests.

5.2 Distribution of Cash: Cash distributions shall be made to the Members in proportion to their Membership Interests, at such times and in such amounts as determined by the Members.

ARTICLE VI: ACCOUNTING AND RECORDS

6.1 Books and Records: The LLC shall maintain complete and accurate books and records of its financial activities.

6.2 Fiscal Year: The fiscal year of the LLC shall be the calendar year unless otherwise determined by the Members.

6.3 Bank Accounts: The LLC shall maintain one or more bank accounts in its name.

ARTICLE VII: TRANSFER OF INTERESTS

7.1 Transfer Restrictions: No Member may sell, transfer, or assign their Membership Interest without the prior written consent of all other Members.

7.2 Right of First Refusal: In the event a Member wishes to transfer their Membership Interest, the remaining Members shall have the right of first refusal to purchase such interest.

ARTICLE VIII: DISSOLUTION AND TERMINATION

8.1 Dissolution: The LLC shall be dissolved upon the occurrence of any of the following events:

- A decision by all Members to dissolve the LLC.
- The death, bankruptcy, or incapacity of any Member, unless the remaining Members elect to continue the LLC.

- The sale or transfer of all or substantially all of the LLC's assets.

8.2 Liquidation: Upon dissolution, the LLC's assets shall be liquidated, and the proceeds shall be distributed first to creditors and then to the Members in proportion to their Membership Interests.

ARTICLE IX: INDEMNIFICATION

9.1 Indemnification: The LLC shall indemnify and hold harmless the Members, Managers, and agents from any claims, liabilities, and expenses arising out of their activities on behalf of the LLC, to the fullest extent permitted by law.

ARTICLE X: MISCELLANEOUS

10.1 Amendments: This Agreement may be amended or modified only by a written agreement signed by all Members.

10.2 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

10.3 Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10.4 Entire Agreement: This Agreement constitutes the entire understanding among the Members and supersedes any prior agreements or understandings.

IN WITNESS WHEREOF, the Members have executed this Operating Agreement as of the day and year first above written.

MEMBER SIGNATURES

Member 1: _____

Date: _____

Member 2: _____

Date: _____

[Additional Members as needed]