

Wyoming LLC Operating Agreement

This **LLC Operating Agreement** ("**Agreement**") is entered into as of _____, by and among the undersigned members (each a "**Member**" and collectively the "**Members**") of _____, LLC, a Wyoming limited liability company ("**Company**").

This Agreement governs the internal affairs of the Company and the rights and obligations of the Members.

1. Formation and Status

The Company was formed as a Wyoming limited liability company pursuant to the filing of Articles of Organization with the Wyoming Secretary of State. The Company shall continue until dissolved in accordance with this Agreement or applicable law.

2. Name and Principal Office

The name of the Company is _____, LLC.

The principal office of the Company shall be located at _____, or at such other location as determined by the Manager or Members.

3. Purpose

The purpose of the Company is to engage in any lawful business activity permitted under Wyoming law, together with all activities reasonably related or incidental thereto.

4. Term

The Company shall continue in existence until dissolved in accordance with this Agreement or applicable law.

5. Members and Ownership Interests

The Members of the Company and their respective ownership interests are as follows:

Member Name	Address	Ownership Percentage

Ownership interests represent economic rights and voting rights as set forth in this Agreement.

6. Capital Contributions

Each Member has contributed, or shall contribute, the capital described below:

Member Name	Initial Contribution	Description

No Member is required to make additional capital contributions unless agreed in writing by all Members.

7. Management

The Company shall be member-managed. Each Member shall participate in the management of the Company. Decisions shall be made by Members holding a majority of the ownership interests, unless otherwise stated in this Agreement.

8. Duties and Authority

The Manager or Members shall act in good faith and in a manner reasonably believed to be in the best interests of the Company. No Member or Manager shall be liable to the Company or any Member for actions taken on behalf of the Company, except for fraud, intentional misconduct, or knowing violation of law.

9. Profits, Losses, and Distributions

Profits and losses shall be allocated among the Members in proportion to their ownership interests.

Distributions shall be made at such times and in such amounts as determined by the Manager or Members, subject to the Company's financial condition and applicable law.

10. Tax Treatment

The Company shall be taxed as _____ unless otherwise elected in accordance with applicable tax laws.

The Company shall designate a tax representative if required by law.

11. Books, Records, and Banking

The Company shall maintain complete and accurate books and records at its principal office.

The Company's funds shall be maintained in accounts in the Company's name. No Member shall commingle Company funds with personal funds.

12. Limitation of Liability

No Member or Manager shall be personally liable for the debts, obligations, or liabilities of the Company solely by reason of being a Member or Manager, to the fullest extent permitted under Wyoming law.

13. Indemnification

The Company shall indemnify any Member or Manager against claims, liabilities, and expenses arising from Company activities, except where caused by fraud, willful misconduct, or knowing violation of law.

14. Transfer of Interests

No Member may transfer or assign any ownership interest without the prior written consent of the other Members, except as permitted under this Agreement or applicable law. Any unauthorized transfer shall be void.

15. Admission of New Members

New Members may be admitted only upon written approval of the existing Members and execution of a written agreement to be bound by this Agreement.

16. Withdrawal or Death of a Member

A Member may withdraw only with the written consent of the other Members.

Upon death, incapacity, or dissolution of a Member, the remaining Members may continue the Company in accordance with Wyoming law.

17. Dissolution and Winding Up

The Company shall be dissolved upon the occurrence of any of the following:

- Written agreement of the Members
- Entry of a decree of judicial dissolution
- Any event requiring dissolution under Wyoming law

Upon dissolution, the Company's affairs shall be wound up, assets liquidated, and proceeds distributed in accordance with applicable law.

18. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wyoming, without regard to conflict-of-laws principles.

19. Amendments

This Agreement may be amended only by a written document signed by Members holding a majority of the ownership interests, unless a greater threshold is required by law.

20. Severability

If any provision of this Agreement is found unenforceable, the remaining provisions shall continue in full force and effect.

21. Entire Agreement

This Agreement constitutes the entire understanding among the Members regarding the Company and supersedes all prior oral or written agreements.

22. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

Signatures

By signing below, the undersigned agree to be bound by this LLC Operating Agreement as of the Effective Date.

Member 1

Name

Date

Signature

Member 2

Name

Date

Signature

Member 3

Name

Date

Signature



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