OPERATING AGREEMENT

OF

A MANAGER-MANAGED LIMITED LIABILITY COMPANY

State of Formation	______________________________________
Effective Date	______________________________________
Company Name	______________________________________
Principal Business Address	______________________________________

IMPORTANT: This is a general educational starting template for an LLC whose management is vested in one or more designated Managers rather than in the Members as a group. It is not individualized legal, tax, or accounting advice. Manager authority, Member reserved powers, removal rights, compensation, fiduciary duties, transfer restrictions, tax provisions, and buyout terms can materially affect legal and economic rights. Review and customize every provision before signing.

ARTICLE I - COMPANY FORMATION

1.1. Formation

The undersigned persons (the **"Members"**) have formed a limited liability company (the **"Company"**) under the limited liability company law of the State of Formation identified above. This Operating Agreement (the **"Agreement"**) governs the Company's internal affairs, the Members' rights, and the authority and duties of the Manager or Managers to the fullest extent permitted by applicable law.

1.2. Company Name

The legal name of the Company is ____. The Company may use lawful trade or assumed names as authorized under this Agreement.

1.3. Registered Agent and Registered Office

The Company's registered agent and registered office in the State of Formation will be those stated in the Company's formation records, as amended from time to time.

1.4. Principal Place of Business

The principal place of business is ____, or another location selected by the Manager within the Manager's authority.

1.5. Purpose

The Company may engage in any lawful business or activity for which an LLC may be formed in the State of Formation, subject to this restriction, if any: ____.

1.6. Term

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

ARTICLE II - MEMBERS, OWNERSHIP AND ADMISSION

2.1. Members and Percentage Interests

The Members, addresses, initial contributions, and Percentage Interests are listed in Exhibit A. Percentage Interests should total 100%.

2.2. Members Are Not Managers Merely by Ownership

Except for a Member who is separately appointed as a Manager, a Member does not have authority to manage or bind the Company solely because that person is a Member, except to the extent applicable law or this Agreement provides otherwise.

2.3. Admission of Additional Members

A new Member may be admitted only with approval of Members holding _______% of the voting interests [or unanimous approval, if selected], execution of any required joinder or amendment, and documentation of the new Member's contribution, Percentage Interest, and rights.

2.4. No Automatic Redemption

A Member's resignation, withdrawal, death, incapacity, bankruptcy, or transfer does not automatically require the Company or other Members to purchase that Member's interest except as expressly provided in this Agreement or applicable law.

ARTICLE III - CAPITAL CONTRIBUTIONS

3.1. Initial Contributions

Each Member's initial contribution is stated in Exhibit A. Contributions may consist of cash, property, services, or other value permitted by applicable law and agreed by the Members.

3.2. Additional Contributions

No Member is required to make an additional contribution unless that Member agrees in writing or this Agreement is amended to create a clearly stated contribution obligation.

3.3. Failure to Fund an Agreed Contribution

If a Member has expressly agreed in writing to make a contribution and fails to do so, the consequences will be: ____. Any dilution, forfeiture, penalty, or forced-sale remedy should be reviewed carefully before adoption.

3.4. Company Property

Property acquired by or for the Company will be Company property and should be titled, recorded, or otherwise identified consistently with Company ownership.

3.5. No Interest on Contributions

No Member is entitled to interest on a contribution except as expressly approved in writing.

ARTICLE IV - PROFITS, LOSSES AND DISTRIBUTIONS

4.1. Allocations

For tax and accounting purposes, profits, losses, income, gain, deduction, and credit will be allocated among Members according to their Percentage Interests unless another allocation is properly documented and permissible under applicable tax law.

4.2. Distributions

Subject to applicable law, Company obligations, contractual restrictions, and reasonable reserves, available cash or property may be distributed at times and in amounts approved under this Agreement. Unless otherwise lawfully agreed, distributions will be made according to Percentage Interests.

4.3. Tax Distributions - Optional

If adopted, the Company may make tax distributions intended to assist Members with taxes attributable to Company income. Formula or assumed tax rate: ____. Delete this section if not adopted.

4.4. No Improper Distribution

No distribution will knowingly be made if prohibited by applicable law or if it would improperly impair the Company's ability to satisfy liabilities.

ARTICLE V - MANAGER MANAGEMENT AND AUTHORITY

5.1. Manager-Managed Structure

Management of the Company's business and affairs is vested in the Manager or Managers identified in Exhibit B, subject to the matters expressly reserved to the Members in this Agreement.

5.2. General Manager Authority

Subject to Member-reserved matters and other express limits, the Manager may conduct ordinary Company business, enter contracts, hire and terminate personnel, engage advisers, acquire and dispose of ordinary-course assets, open and control Company accounts, collect amounts due, pay Company obligations, maintain insurance, commence or settle claims, and execute instruments on behalf of the Company.

5.3. Multiple Managers

If more than one Manager serves, Manager decisions require: [ ] majority of Managers [ ] unanimous approval [ ] weighted vote as follows: ____________________ [ ] other: ____.

5.4. Authority Limits

Without Member approval required under Article VI, a Manager may not take an action expressly reserved to Members, act outside the Company's lawful purpose, or exceed these additional limits:

____.

5.5. Delegation

A Manager may delegate specified authority to officers, employees, committees, contractors, or agents to the extent permitted by this Agreement and applicable law. Delegation does not relieve the Manager of any nondelegable obligation imposed by law or this Agreement.

5.6. Manager Records

Managers should document material decisions and maintain records reasonably sufficient to show significant Company actions, approvals, contracts, financing, and transactions.

5.7. Emergency Authority

When immediate action is reasonably necessary to prevent material harm to the Company and obtaining otherwise required approval is impracticable, a Manager may take temporary protective action within the limits of applicable law, promptly documenting the action and notifying the Members.

ARTICLE VI - MEMBER RESERVED POWERS AND VOTING

6.1. Voting Interests

Member voting interests will be: [ ] proportional to Percentage Interests [ ] one vote per Member [ ] other: ____.

6.2. Reserved Member Matters

The following require approval of Members holding at least _______% of voting interests / unanimous approval (select and complete): amendment of this Agreement; admission of a new Member; appointment or removal of a Manager; merger, conversion, domestication, or sale of substantially all Company assets; borrowing or guarantees above $____________; acquisition or disposition outside the ordinary course above $____________; material related-party transaction; change in tax classification; changes to Member economic rights; and voluntary dissolution.

6.3. Meetings

Member meetings may be called by the Manager or by Members holding at least _______% of voting interests. Unless waived, notice will be provided at least ______ days before the meeting and will reasonably identify the matters to be considered.

6.4. Written or Electronic Consent

Members may take action without a meeting by written or electronic consent to the extent permitted by applicable law and this Agreement. The applicable approval threshold remains the same unless lawfully stated otherwise.

6.5. Deadlock on Reserved Matters

If Members are deadlocked on a material reserved matter, they will use this procedure before seeking other remedies: negotiation for ______ days, then [ ] mediation [ ] buy-sell process [ ] arbitration [ ] court remedies [ ] other: ____.

ARTICLE VII - MANAGER APPOINTMENT, REMOVAL AND COMPENSATION

7.1. Appointment

The initial Manager or Managers are listed in Exhibit B. Future Managers may be appointed by Members holding _______% of voting interests.

7.2. Term

A Manager serves until resignation, removal, death, incapacity, or another termination event stated here: ____.

7.3. Removal

A Manager may be removed [ ] with or without cause [ ] only for cause, by Members holding _______% of voting interests. Any contractual compensation or other rights surviving removal remain subject to applicable agreements and law.

7.4. Resignation

A Manager may resign by giving ______ days' written notice unless a different period is accepted by the Members.

7.5. Vacancy

A vacancy may be filled by Members holding _______% of voting interests. If no Manager remains, the Members may take actions reasonably necessary to preserve Company property and appoint a successor.

7.6. Manager Compensation

Manager compensation, if any, will be: ____. Compensation arrangements should be approved by disinterested Members where appropriate and handled consistently with applicable tax law.

7.7. Expense Reimbursement

The Company may reimburse Managers for reasonable, properly documented expenses incurred on behalf of the Company.

ARTICLE VIII - BOOKS, INFORMATION, BANKING AND TAX MATTERS

8.1. Books and Records

The Company will maintain complete and accurate books and records appropriate to its activities and those required by applicable law. Records may be maintained electronically.

8.2. Member Information Rights

Members will have information and inspection rights as provided by this Agreement and applicable law. Reasonable confidentiality protections may apply to sensitive Company information.

8.3. Fiscal and Tax Year

The Company's fiscal and tax year will be the calendar year unless another permitted period is properly selected.

8.4. Bank Accounts

Company funds will be maintained in accounts in the Company's name. Authorized signer(s): ____.

8.5. Federal Tax Classification

The Company's federal tax classification will be determined under applicable federal tax law and valid elections. A domestic multi-member LLC is generally classified as a partnership for federal tax purposes unless it validly elects another classification; this Agreement itself does not make that election.

8.6. Partnership Representative / Tax Administrator

If required because of the Company's tax classification, the Members designate ____ as Partnership Representative or other tax representative, subject to replacement under this Agreement.

8.7. Tax Returns and Information Filings

The Manager will cause required Company tax returns, information returns, elections, reports, and Member tax information to be prepared and furnished, subject to any Member approval expressly required by this Agreement.

ARTICLE IX - TRANSFERS, BUYOUTS AND MEMBER CHANGES

9.1. General Transfer Restriction

No Member may voluntarily transfer all or part of a membership interest except as permitted by this Agreement. A transfer of economic rights does not automatically admit the transferee as a Member or give management rights.

9.2. Permitted Estate-Planning Transfers - Optional

A Member may transfer an interest to a revocable trust, estate-planning entity, or controlled affiliate without triggering the purchase process if these conditions are satisfied: ____. Delete if not adopted.

9.3. Right of First Offer / Refusal - Optional

Before transferring an interest to an outside person, the transferring Member must provide written notice describing the proposed transfer. The Company and/or remaining Members will have ______ days to exercise this purchase right: ____. Delete if not adopted.

9.4. Triggering Events

The Members may establish buyout rights following death, permanent incapacity, bankruptcy, prohibited transfer, material breach, termination of employment, divorce-related transfer risk, or another event. Adopted triggering events: ____.

9.5. Valuation

If a buyout is required, the purchase price will be determined by: [ ] agreed annual valuation [ ] independent appraisal [ ] formula: ____________________ [ ] other: ____________________. Payment terms: ____.

9.6. Admission of Transferee

A transferee becomes a Member only after satisfying the admission requirements of this Agreement and applicable law.

ARTICLE X - DUTIES, CONFLICTS, LIABILITY AND INDEMNIFICATION

10.1. Applicable Duties and Standards

The duties and standards applicable to Members and Managers are governed by applicable law and this Agreement. Any provision intended to expand, restrict, or eliminate fiduciary duties should be drafted expressly and reviewed by qualified counsel where the State of Formation permits such modification.

10.2. Conflicts of Interest

A Manager or Member with a material personal interest in a proposed Company transaction should disclose the material facts before approval. Approval requirement for a disclosed conflict: ____.

10.3. Limited Liability

The liability of Members and Managers for Company debts, obligations, and liabilities will be determined by applicable law. Nothing in this Agreement eliminates liability arising from a separate personal guarantee, independent wrongful conduct, or another obligation imposed by law.

10.4. Indemnification

To the fullest extent permitted by applicable law, the Company may indemnify Members, Managers, and authorized officers, employees, or agents for liabilities and reasonable expenses arising from good-faith actions within their Company authority, subject to these limitations: ____.

10.5. Insurance

The Company may maintain liability, property, cyber, key-person, workers' compensation, professional, directors-and-officers-style, or other insurance approved under this Agreement.

ARTICLE XI - DISSOLUTION AND WINDING UP

11.1. Dissolution Events

The Company will dissolve upon the Member approval required by Article VI, an event expressly requiring dissolution under this Agreement, or another event requiring dissolution under applicable law.

11.2. Winding Up

The Manager, or another person lawfully authorized by the Members, will wind up the Company's affairs, collect and dispose of assets as appropriate, satisfy or make reasonable provision for liabilities, establish lawful reserves, and distribute remaining assets in accordance with this Agreement and applicable law.

11.3. Final Filings

An authorized person will make cancellation, termination, tax, and other final filings required by the State of Formation and other applicable jurisdictions.

ARTICLE XII - GENERAL PROVISIONS

12.1. Amendments

This Agreement may be amended only with the Member approval required under Article VI unless a different lawful threshold is expressly stated here: ____.

12.2. Governing Law

This Agreement is governed by the law of the State of Formation, without limiting mandatory rules that cannot lawfully be waived.

12.3. Entire Agreement

This written Agreement, its exhibits, joinders, Manager acceptances, and valid amendments state the parties' agreement concerning the matters addressed here and supersede prior inconsistent understandings on those matters.

12.4. Severability

If a provision is held unenforceable, the remaining provisions will continue to the fullest extent permitted by law, and the affected provision will be modified only to the minimum extent necessary where legally permissible.

12.5. Electronic Signatures and Counterparts

This Agreement and related Company actions may be executed in counterparts and by electronic signature to the extent permitted by applicable law.

12.6. Notices

Required notices may be delivered personally, by recognized delivery service, by mail, or electronically to contact information in Company records, subject to applicable law. Special notice requirements: ____.

12.7. Headings

Article and section headings are for convenience and do not limit the meaning of the provisions.

12.8. Professional Advice

Each Member and Manager acknowledges that this template is a general starting document and that independent legal, tax, accounting, insurance, and financial advice may be appropriate.

MEMBER ADOPTION AND SIGNATURES

By signing below, each undersigned person adopts this Agreement and agrees to be bound by it as a Member of the Company as of the applicable effective date.

Member printed name	Signature	Date

EXHIBIT A - MEMBERS, OWNERSHIP AND INITIAL CONTRIBUTIONS

List every Member. Percentage Interests should total 100%. Add pages if necessary.

Member legal name	Address / email	Initial contribution	Percentage Interest

Total Percentage Interests: ___________% (should equal 100%)

EXHIBIT B - MANAGERS AND AUTHORITY

Manager legal name	Address / email	Role / authority limits

Manager decision rule: [ ] Majority [ ] Unanimous [ ] Weighted / other: ________________________________

EXHIBIT C - MANAGER ACCEPTANCE

Each undersigned Manager accepts appointment subject to this Agreement. A Manager who is not also a Member does not acquire an ownership interest merely by serving as Manager.

Manager printed name	Signature	Date

EXHIBIT D - MEMBER RESERVED MATTERS AND APPROVALS

Reserved matter	Required Member approval
Appoint Manager	____
Remove Manager	____
Admit new Member	____
Amend Operating Agreement	____
Borrowing / guarantee above	$____________ requires __________________ approval
Asset purchase / sale above	$____________ requires __________________ approval
Sale of substantially all assets	____
Merger / conversion / domestication	____
Change tax classification	____
Change Member economic rights	____
Voluntary dissolution	____
Other	____

EXHIBIT E - BUYOUT AND SUCCESSION ELECTIONS

Complete only the provisions the Members intend to adopt. Complex buy-sell arrangements should be reviewed by qualified counsel.

Trigger / term	Election
Death of a Member	[ ] Buyout applies [ ] No automatic buyout Details: ____________________
Permanent incapacity	[ ] Buyout applies [ ] No automatic buyout Details: ____________________
Voluntary exit	____
Prohibited transfer	____
Valuation method	____
Payment terms	____
Life / key-person insurance	____
Member deadlock remedy	____

STATE-SPECIFIC USE NOTE

This master template is intentionally state-neutral. Before signing, Members and Managers should review the LLC School operating-agreement guide for the Company's State of Formation and customize this document for state-specific rules, terminology, mandatory provisions, manager-management requirements, authority rules, fiduciary-duty rules, information rights, transfer rules, dissolution rules, or other provisions.

For a Delaware LLC, Delaware law permits an LLC agreement to vest management in one or more Managers rather than Members and generally gives broad effect to contractual allocation of management authority. Delaware-specific choices involving duties, Manager authority, Member reserved rights, information access, transfer restrictions, and remedies should be made deliberately and checked against current law.

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