OPERATING AGREEMENT

OF

____

A MULTI-MEMBER, MEMBER-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 with two or more members who directly participate in management. It is not individualized legal, tax, or accounting advice. Voting thresholds, economic allocations, transfer restrictions, buyouts, deadlock procedures, fiduciary-duty provisions, tax elections, and succession terms can materially affect member rights. Review and customize every provision before signing and obtain professional advice for complex arrangements.

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 and the Members' rights and obligations 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 approved 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 approved under this Agreement.

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. The Percentage Interests should total 100%.

2.2. Nature of Interest

A Member's interest includes the economic and governance rights provided by this Agreement and applicable law. No Member owns specific Company property merely by reason of membership.

2.3. Admission of Additional Members

A new Member may be admitted only with approval of Members holding _______% of the voting interests [recommended choice to complete: _______% / unanimous], together with execution of a joinder or amendment and documentation of the new Member's contribution, Percentage Interest, and rights.

2.4. No Automatic Withdrawal or Redemption

A Member's resignation, withdrawal, death, incapacity, bankruptcy, or transfer does not automatically require the Company or remaining 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 the Members according to their Percentage Interests unless the Members adopt another allocation that 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 Article V. Unless otherwise lawfully agreed, distributions will be made according to Percentage Interests.

4.3. Tax Distributions - Optional

If the Members choose to use tax distributions, the Company may distribute amounts 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 - MEMBER MANAGEMENT, VOTING AND AUTHORITY

5.1. Member-Managed Company

The Company is member-managed. Each Member may participate in management subject to the voting rules, authority limits, and reserved matters in this Agreement.

5.2. Ordinary-Course Decisions

Except for matters requiring a different vote under this Agreement, ordinary-course Company decisions require approval of Members holding more than _______% of the voting interests.

5.3. Voting Interests

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

5.4. Major Decisions

The following require approval of Members holding at least _______% of the voting interests / unanimous approval (select and complete): amendment of this Agreement; admission of a new Member; 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; and voluntary dissolution.

5.5. Authority to Bind the Company

A Member may bind the Company only to the extent authorized by this Agreement, a Member resolution, or applicable law. Internal authority limits should also be communicated to banks, counterparties, and agents when appropriate.

5.6. Meetings

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

5.7. 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 approval threshold is the same as would apply at a meeting unless lawfully stated otherwise.

5.8. Delegation

The Members may delegate specified authority to officers, employees, committees, contractors, or agents without changing the Company's member-managed status unless this Agreement is amended.

5.9. Deadlock Procedure

If the Members are unable to approve a material matter after good-faith discussion, they will use this procedure before seeking other remedies: negotiation for ______ days, then [ ] mediation [ ] buy-sell process [ ] arbitration [ ] court remedies [ ] other: ____.

ARTICLE VI - MEMBER SERVICES, COMPENSATION AND EXPENSES

6.1. Member Services

A Member is not automatically entitled to compensation merely because the Member participates in management. Compensation for services must be approved under the voting rules of this Agreement and handled consistently with applicable tax law.

6.2. Compensation Approval

Compensation arrangement(s): ____. A Member with a material personal interest in a compensation decision should disclose the interest and follow the conflict procedure in this Agreement.

6.3. Expense Reimbursement

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

ARTICLE VII - BOOKS, RECORDS, BANKING AND TAX MATTERS

7.1. 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.

7.2. Member Information

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

7.3. Fiscal and Tax Year

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

7.4. Bank Accounts

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

7.5. 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.

7.6. Partnership Representative / Tax Administrator

If the Company is taxed as a partnership and applicable law requires a Partnership Representative or similar tax representative, the Members designate ____, subject to replacement under the voting rules of this Agreement.

7.7. Tax Returns and Information Filings

The Company will cause required tax returns, information returns, elections, reports, and Member tax information to be prepared and furnished as required by law.

ARTICLE VIII - TRANSFERS, BUYOUTS AND MEMBER CHANGES

8.1. General Transfer Restriction

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

8.2. 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.

8.3. Right of First Offer / Refusal - Optional

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

8.4. 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: ____.

8.5. Valuation

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

8.6. Admission of Transferee as Member

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

ARTICLE IX - DUTIES, CONFLICTS, LIABILITY AND INDEMNIFICATION

9.1. Applicable Duties and Standards

The Members' duties and standards of conduct 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.

9.2. Conflicts of Interest

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

9.3. Limited Liability

A Member's liability 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.

9.4. Indemnification

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

9.5. Insurance

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

ARTICLE X - DISSOLUTION AND WINDING UP

10.1. Dissolution Events

The Company will dissolve upon approval required under Section 5.4, an event expressly requiring dissolution under this Agreement, or another event requiring dissolution under applicable law.

10.2. Winding Up

The person(s) authorized to wind up the Company will 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.

10.3. 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 XI - GENERAL PROVISIONS

11.1. Amendments

This Agreement may be amended only with the Member approval required by Section 5.4 unless a different lawful threshold is expressly stated here: ____.

11.2. Governing Law

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

11.3. Entire Agreement

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

11.4. 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.

11.5. 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.

11.6. Notices

Required notices under this Agreement may be delivered personally, by recognized delivery service, by mail, or electronically to the contact information in Company records, subject to applicable law. Notice details or special requirements:

____.

11.7. Headings

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

11.8. Professional Advice

Each Member 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 - VOTING AND MAJOR-DECISION SCHEDULE

Item	Selected rule / threshold
Ordinary-course decisions	____
Voting basis	[ ] Percentage Interests [ ] One vote/member [ ] Other: __________
Admit new Member	____
Amend Operating Agreement	____
Borrowing above threshold	$____________ requires __________________ approval
Sale of substantially all assets	____
Merger / conversion / domestication	____
Change tax classification	____
Voluntary dissolution	____
Other reserved matter	____

EXHIBIT C - 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	____
Deadlock remedy	____

STATE-SPECIFIC USE NOTE

This master template is intentionally state-neutral. Before signing, Members 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, default management rules, fiduciary-duty rules, information rights, transfer rules, dissolution rules, or other provisions.

For a Delaware LLC, Delaware law generally gives broad effect to LLC agreements and freedom of contract, provides member management as the statutory default unless the LLC agreement provides otherwise, and permits substantial contractual customization. Delaware-specific choices involving duties, information rights, transfer restrictions, and remedies should be made deliberately and checked against current law.

Document control: LLC School Master OA-02 | Version 1.0 | Prepared August 2026 | Review before use.

Publishing note: This document is independently drafted for LLC School. Third-party forms may be used as structural research references, but third-party wording, branding, and URLs should not be republished as LLC School content.