

MULTI MEMBER LLC OPERATING AGREEMENT

This Multi Member LLC Operating Agreement ("Agreement") is entered into as of the _____ day of _____, 20_____, by and among the undersigned members (collectively referred to as "Members" and individually as "Member") of _____, a limited liability company organized under the laws of the State of _____ (the "Company").

1. FORMATION

a. Formation: The Members hereby agree to form a limited liability company pursuant to the laws of the State of _____.

b. Name: The name of the Company shall be _____.

c. Principal Office: The principal office of the Company shall be located at _____, or such other place as the Members may determine from time to time.

d. Registered Agent: The registered agent for service of process shall be

_____, with an address of _____.

2. PURPOSE

The purpose of the Company is to engage in any lawful business activity for which a limited liability company may be organized under the laws of the State of

_____ .

3. MEMBERSHIP INTERESTS

a. Initial Members: The initial Members and their respective ownership interests are as follows:

Member Name: _____

Ownership Interest: _____ %

Member Name: _____

Ownership Interest: _____ %

b. Additional Members: Additional Members may be admitted to the Company upon the unanimous consent of the existing Members. Any new Member shall agree in writing to be bound by the terms of this Agreement.

4. MANAGEMENT

a. Management Structure: The Company shall be managed by its Members.

b. Decision Making: Decisions shall be made by a majority vote of the Members, unless otherwise specified in this Agreement. Each Member shall have voting rights proportional to their ownership interest.

c. Authority: No Member shall have the authority to bind the Company unless expressly authorized by this Agreement or by a resolution of the Members.

5. CAPITAL CONTRIBUTIONS

a. Initial Contributions: Each Member shall contribute the following to the Company:

Member Name: _____

Contribution: _____

b. Additional Contributions: Additional contributions may be required as determined by a majority vote of the Members. Failure to make required contributions may result in dilution of the defaulting Member's ownership interest.

6. DISTRIBUTIONS

Distributions shall be made to the Members in proportion to their ownership interests, unless otherwise agreed by a majority of the Members. Distributions shall be made only if the Company has sufficient cash flow to meet its obligations.

7. ACCOUNTING AND RECORDS

a. Fiscal Year: The fiscal year of the Company shall end on

_____ .

b. Records: The Company shall maintain complete and accurate books and records of its business and affairs. Each Member shall have the right to inspect and copy the Company's books and records during normal business hours.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of

_____ . Any disputes arising under this Agreement shall be

resolved in the courts of the State of _____ .

9. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be reformed to the minimum extent necessary to make it valid and enforceable.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements, understandings, and negotiations. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect.

11. AMENDMENTS

This Agreement may be amended only by a written agreement signed by all Members. Any amendment shall be binding upon all Members and their successors and assigns.

12. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, or sent by electronic mail to the addresses provided by the Members. Members shall promptly notify the Company of any change in their contact information.

13. DEFAULT AND REMEDIES

In the event of a default by any Member, the non-defaulting Members shall have the right to pursue any remedies available at law or in equity. The defaulting Member shall be liable for any

damages resulting from the default.

14. TERMINATION

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

- a. A unanimous decision by the Members to dissolve the Company.
- b. The sale or disposition of all or substantially all of the Company's assets.
- c. Any event that makes it unlawful for the business of the Company to be continued.
- d. The withdrawal, bankruptcy, or death of a Member, unless the remaining Members elect to continue the business.

15. SIGNATURES

IN WITNESS WHEREOF, the Members have executed this Multi Member LLC Operating Agreement as of the date first above written.

Member Signature: _____

Printed Name: _____

Date: _____

Member Signature: _____

Printed Name: _____

Date: _____

16. WITNESS

Witness Signature: _____

Printed Name: _____

Date: _____

17. NOTARY ACKNOWLEDGMENT

State of _____

County of _____

On this _____ day of

_____, 20 _____,

before me, the undersigned, a Notary Public in and for said state, personally appeared _____, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature: _____

Printed Name: _____

My Commission Expires: _____

18. INDEMNIFICATION

The Company shall indemnify and hold harmless each Member from and against any and all claims, liabilities, and expenses arising out of the Member's activities on behalf of the Company, except in cases of gross negligence or willful misconduct.

19. CONFIDENTIALITY

Each Member agrees to keep confidential all information regarding the Company's business and affairs, except as required by law or as necessary to perform their duties under this Agreement.