

Wyoming LLC Operating Agreement

for

This Operating Agreement ("Agreement") is entered into effective as of _____, 20____, by and among the Members listed herein, for the purpose of forming and operating a Limited Liability Company under the laws of the State of Wyoming.

ARTICLE I: Basic Information

LLC Name: _____

Effective Date: _____

Wyoming Registered Agent:

- Name: _____
- Address: _____

Purpose of LLC: _____

Duration of LLC: Perpetual Until (specific date/event) _____

Taxation Method: _____ (e.g., pass-through taxation, disregarded entity, partnership taxation)

ARTICLE II: Internal Affairs

Member Ownership Percentages:

Member Name	Ownership Percentage
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Compensation of Members or Managers:

Voting Rights and Responsibilities: Each Member shall have voting rights proportional to their

ownership percentage unless otherwise specified here:

Powers and Duties of Members and Managers:

- The LLC shall be Member-managed or Manager-managed.
 - Specify roles, powers, and duties:
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Distribution of Profits and Losses: Profits and losses shall be allocated according to ownership percentages unless otherwise stated here:

Holding Meetings:

- Regular meetings shall occur: Monthly Quarterly Annually
- Notice of meetings shall be given at least ___ days in advance.
- Quorum for meetings shall be ___% of ownership interests.

Member Admission, Withdrawal, and Dissociation:

- Procedure for admitting new members:

- Withdrawal or dissociation procedures:

Transfer of Ownership Interests: Members may may not transfer ownership interests without unanimous consent of all other members or as specified here:

Buyout and Buy-Sell Rules:

- In the event of death, disability, withdrawal, or dissociation of a Member, the remaining Members shall have the right to purchase the departing Member's ownership interest.
- Valuation of the ownership interest will be determined by mutual agreement, or if agreement cannot be reached, through an independent appraisal.
- Buyout terms, conditions, and payment schedule:

Dissolution and Winding Up:

- The LLC may be dissolved upon agreement by members holding ___% or more of the ownership interest.
- Procedures for asset distribution after debts and obligations are paid:

Arbitration or Mediation:

- Disputes shall first attempt resolution through Arbitration Mediation.
- Arbitration/Mediation details: _____

ARTICLE III: Other Important Considerations

Capital Contributions:

Capital Contributions:

Member Name	Capital Contribution
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Compensation of Members or Managers:

Compensation of Members or Managers:

- Specify compensation structure:
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Insurance:

- The LLC will will not maintain insurance.
- Types of insurance required: _____

Confidentiality: Members agree to maintain confidentiality of LLC business information and details unless otherwise required by law or specifically permitted here:

Non-Compete Agreements: Members shall shall not enter non-compete agreements.

- Non-compete specifics, if applicable:
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Indemnification: The LLC shall shall not indemnify members and managers against claims related to their actions taken in good faith on behalf of the LLC, unless otherwise stated here:

Bookkeeping Procedures:

- The LLC shall maintain accurate financial and operational records in accordance with generally accepted accounting principles (GAAP).
- Books and records shall be available for inspection by any Member during regular business hours upon reasonable notice.
- Financial statements shall be prepared monthly quarterly annually or as otherwise specified here: _____

Audit of Books and Records:

- Members may require an audit of the LLC’s books and records by an independent certified public accountant (CPA).
- Audits may occur annually upon request of members holding ___% of the ownership interests or as specified here:

- Costs of audits shall be paid by: LLC Requesting Member(s)

ARTICLE IV: Signatures

IN WITNESS WHEREOF, the Members have executed this Operating Agreement as of the Effective Date stated above.

Member Signature

Printed Name

Date

Member Signature

Printed Name

Date

Member Signature

Printed Name

Date