Nevada LLC Operating Agreement

This **Nevada Limited Liability Company Operating Agreement** ("***Agreement***") is entered into and made effective as of _____ ("***Effective Date***") by and among the Members identified herein for the purpose of governing the ownership, management, operation, and affairs of _____, a Nevada limited liability company (the "***Company***").

RECITALS

WHEREAS, the Members have formed or intend to form the Company pursuant to the laws of the State of Nevada;

WHEREAS, the Members desire to establish their respective rights, obligations, ownership interests, and the rules governing the Company's management and operations;

WHEREAS, the Members intend that this Agreement shall serve as the governing operating agreement of the Company and shall supersede any prior oral or written understandings regarding the matters addressed herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the Members agree as follows:

1. Formation

The Company has been organized as a limited liability company under the laws of the State of Nevada upon the filing of the Articles of Organization with the appropriate state authority.

The Company shall operate under the name _____, or any other name approved by the Members and permitted under applicable law.

The principal business address of the Company shall be:
_____ _____ _____ _____ _____ _____.

The Company may establish additional offices or places of business as determined by the Members.

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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 Nevada law and to conduct all activities necessary, incidental, or related thereto.

3. Term

The Company shall commence on the date its Articles of Organization become effective and shall continue until dissolved in accordance with this Agreement or applicable law.

4. Members

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

Member Name	Address	Initial Capital Contribution	Ownership Percentage

The Ownership Percentage of each Member represents such Member's economic and voting interest in the Company unless otherwise provided in this Agreement.

5. Capital Contributions

Each Member shall contribute the capital described in the Members table.

No Member shall be required to make any additional capital contribution unless approved in writing by Members holding a majority of the Ownership Percentages.

If additional capital is required, the Members may contribute funds in proportion to their Ownership Percentages or in such other manner as unanimously agreed.

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6. Limited Liability of Members

No Member shall be personally liable for the debts, obligations, liabilities, or commitments of the Company solely by reason of being a Member.

A Member's financial risk shall generally be limited to the amount of that Member's capital contributions and any obligations expressly assumed by the Member.

7. Management

The Company shall be member-managed. Each Member shall have authority to participate in the management and operation of the Company.

8. Powers and Duties

The management of the Company shall have authority to:

- Enter into contracts and agreements on behalf of the Company;
- Acquire, lease, sell, or otherwise dispose of Company property;
- Open and maintain bank accounts;
- Employ agents, consultants, contractors, and employees;
- Borrow money and grant security interests where appropriate;
- Conduct all lawful activities necessary for the operation of the Company.

The management shall act in good faith and in a manner reasonably believed to be in the best interests of the Company.

9. Voting Rights

Except as otherwise provided in this Agreement, decisions requiring Member approval shall be determined by Members holding more than fifty percent (50%) of the Ownership Percentages.

The following actions shall require approval of Members holding at least two-thirds (2/3) of the Ownership Percentages:

- Admission of a new Member;
- Merger or consolidation involving the Company;
- Sale of substantially all Company assets;
- Dissolution of the Company;
- Amendment of this Agreement.

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10. Meetings and Written Consents

Meetings of Members may be held at such times and locations as determined by the management or Members holding at least twenty-five percent (25%) of the Ownership Percentages.

Members may participate in meetings by electronic means if all participants can communicate simultaneously.

Any action that may be taken at a meeting may be taken without a meeting if written consent describing the action is signed by the required Members.

11. Allocations of Profits and Losses

Profits and losses of the Company shall be allocated among the Members in proportion to their Ownership Percentages unless otherwise required by applicable law or unanimously agreed by the Members in writing.

12. Distributions

Subject to the Company's financial condition, obligations, and reasonable operating reserves, cash distributions may be made at such times and in such amounts as approved by the management.

Unless otherwise agreed in writing, distributions shall be made in proportion to the Members' Ownership Percentages.

13. Books, Records, and Accounting

The Company shall maintain complete and accurate books and records of its operations. The fiscal year of the Company shall end on _____.

Each Member shall have reasonable access to Company records upon reasonable notice during normal business hours.

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15. Banking

All Company funds shall be deposited into accounts maintained in the Company's name.

No Company funds shall be commingled with the personal funds of any Member, Manager, or other person.

16. Transfers of Membership Interests

No Member may sell, assign, pledge, transfer, or otherwise dispose of any Membership Interest without first providing written notice to the Company and the remaining Members.

Before any transfer to a third party, the remaining Members shall have a right to purchase the proposed Membership Interest on substantially the same terms offered by the third party.

Any transfer made in violation of this Agreement shall be void to the fullest extent permitted by law.

17. Admission of New Members

A new Member may be admitted only upon approval of Members holding at least two-thirds (2/3) of the Ownership Percentages and upon execution of a written agreement to be bound by this Agreement.

18. Withdrawal, Death, or Incapacity of a Member

A Member who withdraws, dies, becomes incapacitated, or otherwise ceases to be a Member shall have only those rights provided by this Agreement and applicable law.

The remaining Members may elect to purchase the departing Member's interest at a value determined by mutual agreement or by an independent valuation professional selected by the Members.

19. Indemnification

To the fullest extent permitted by applicable law, the Company shall indemnify any Member, Manager, officer, employee, or authorized representative against claims, liabilities, losses, costs, and expenses incurred as a result of actions taken in good faith on behalf of the Company.

Indemnification shall not apply to acts involving fraud, intentional misconduct, willful violation of law, or knowing breach of this Agreement.

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20. Records Confidentiality

Members shall maintain the confidentiality of the Company's proprietary, financial, operational, customer, and business information unless disclosure is authorized by the Company or required by law.

This obligation shall survive withdrawal, transfer of Membership Interest, or termination of membership.

21. Dissolution

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

- Approval by Members holding at least two-thirds (2/3) of the Ownership Percentages;
- Entry of a decree of judicial dissolution;
- Any event requiring dissolution under applicable law.

Following dissolution, the Company's affairs shall be wound up in an orderly manner.

Company assets shall be applied first to creditors and outstanding obligations, then to reserves established for contingent liabilities, and finally distributed to Members according to their positive capital accounts or Ownership Percentages, as applicable.

22. Amendment

This Agreement may be amended only by a written instrument signed by Members holding at least two-thirds (2/3) of the Ownership Percentages unless a greater approval threshold is required elsewhere in this Agreement.

23. Governing Law

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

24. Dispute Resolution

The Members shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement through negotiation.

If a dispute cannot be resolved through negotiation, the parties agree to participate in mediation before commencing litigation, unless emergency judicial relief is reasonably necessary to protect rights or property.

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25. Entire Agreement

This Agreement constitutes the entire agreement among the Members concerning the subject matter addressed herein and supersedes all prior discussions, negotiations, representations, and agreements relating thereto.

26. Severability

If any provision of this Agreement is determined to be unenforceable, the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.

27. Counterparts and Electronic Signatures

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

Electronic signatures and electronic records shall be deemed valid and enforceable to the extent permitted by applicable law.

Signatures

The undersigned acknowledge that they have read, understood, and voluntarily agree to be bound by the terms of this Operating Agreement.

Member 1

Name

Date

Signature

Member 2

Name

Date

Signature

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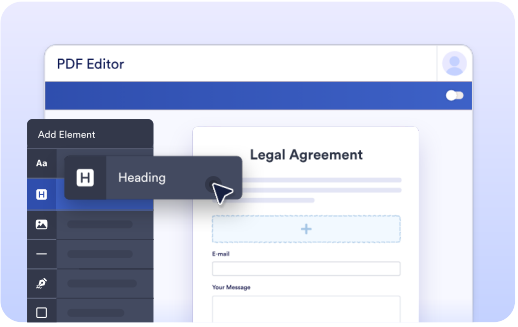
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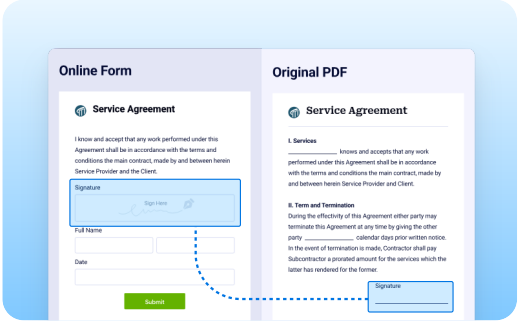
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