Operating Agreement LLC Arizona

This **Arizona Limited Liability Company Operating Agreement** ("***Agreement***") is entered into and made effective as of _____ ("***Effective Date***") by and among the following Members (collectively referred to as the "***Members***"):

Member 1

_____ _____

_____ _____

_____ _____ _____ _____

_____ _____

Member 2

_____ _____

_____ _____

_____ _____ _____ _____

_____ _____

1. Formation of the Company

The Members hereby form a limited liability company under the laws of the State of Arizona under the name:

_____ (the "***Company***").

The Company shall be governed in accordance with the Arizona Limited Liability Company Act and the terms of this Agreement.

2. Principal Office

The principal office of the Company shall be located at:

_____ _____ _____ _____ _____ _____.

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

3. Purpose of the Company

The purpose of the Company is to engage in any lawful business activity for which a limited liability company may be organized under Arizona law, including any activities incidental or related thereto.

4. Term

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

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5. Members

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

Member Name	Address	Ownership Percentage	Initial Capital Contribution

No Member shall be required to make additional capital contributions unless agreed in writing by all Members.

6. Limited Liability of Members

No Member shall be personally liable for the debts, obligations, or liabilities of the Company solely by reason of being a Member, except as required by law or expressly provided in this Agreement.

7. Management of the Company

The Company shall be member-managed. Each Member shall participate in the management and control of the Company's business and affairs. Decisions shall be made by a majority vote of the ownership interests unless otherwise stated in this Agreement.

8. Authority of Members and Managers

No Member or Manager shall bind the Company to any of the following actions without prior written approval of Members holding at least _____ % of the ownership interests:

- Borrowing money exceeding _____
- Selling substantially all Company assets
- Admitting a new Member
- Merging or dissolving the Company
- Entering into contracts outside the ordinary course of business

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9. Capital Contributions

Each Member has contributed the capital set forth in the Members table above. Capital contributions may consist of cash, property, services, or other agreed consideration.

No interest shall be paid on capital contributions unless otherwise agreed in writing.

10. Allocation of Profits and Losses

Profits and losses of the Company shall be allocated among the Members in proportion to their ownership interests unless otherwise agreed in writing.

11. Distributions

Distributions of available cash or property shall be made to the Members at such times and in such amounts as determined by the Members or Manager, as applicable, in proportion to ownership interests unless otherwise agreed.

No distribution shall be made if it would render the Company unable to pay its debts as they become due.

12. Books, Records, and Accounting

The Company shall maintain complete and accurate books and records of its operations at its principal office.

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

The fiscal year of the Company shall end on _____.

13. Tax Treatment

The Members intend that the Company be treated for federal and state tax purposes as _____.

The Members authorize the appropriate filings necessary to maintain the selected tax classification.

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14. Bank Accounts

Company funds shall be maintained in the Company's name in accounts designated by the Members or Manager. No Company funds shall be commingled with the personal funds of any Member.

15. Meetings and Voting

Meetings of Members may be held at times and locations determined by the Members.

Any Member may call a meeting by providing reasonable notice to the other Members.

Voting rights shall correspond to each Member's ownership interest unless otherwise provided in this Agreement.

16. Admission of New Members

A new Member may be admitted to the Company only with the written consent of Members holding at least _____ % of the ownership interests.

Any admitted Member shall execute a written agreement accepting the terms of this Agreement.

17. Transfer of Membership Interests

No Member may sell, assign, pledge, or otherwise transfer all or part of their membership interest without the prior written consent of Members holding at least _____ % of the ownership interests, excluding the transferring Member.

Any unauthorized transfer shall be void to the extent permitted by law.

18. Withdrawal, Death, or Incapacity of a Member

A Member may withdraw from the Company only upon providing [Number] days' written notice to the Company.

Upon the death, incapacity, bankruptcy, or withdrawal of a Member, the remaining Members may elect to:

- Continue the Company; and
- Purchase the departing Member's interest under mutually agreed terms.

Unless otherwise agreed, the value of the departing Member's interest shall be determined by an independent appraiser selected by the Members.

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19. Indemnification

To the fullest extent permitted by law, the Company shall indemnify any Member or Manager against claims, liabilities, losses, damages, or expenses incurred as a result of actions performed in good faith on behalf of the Company.

This indemnification shall not apply to acts involving fraud, willful misconduct, or knowing violations of law.

20. Confidentiality

Members shall not disclose confidential or proprietary information concerning the Company except as required for legitimate business purposes or by law.

This obligation shall continue after a Member ceases to hold an ownership interest in the Company.

21. Dissolution

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

- Written agreement of the Members;
- Entry of a judicial dissolution order;
- Sale of substantially all Company assets; or
- Any other event requiring dissolution under applicable law.

Upon dissolution, the Company's assets shall be liquidated and distributed in the following order:

- Payment of Company debts and liabilities;
- Establishment of reserves for contingent obligations;
- Return of outstanding Member loans, if any; and
- Distribution of remaining assets to Members according to ownership interests.

22. Governing Law

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

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23. Dispute Resolution

The Members shall attempt in good faith to resolve disputes arising under this Agreement through negotiation.

If a dispute cannot be resolved through negotiation, the parties may pursue mediation before initiating court proceedings unless otherwise agreed in writing.

24. Amendments

This Agreement may be amended only through a written document signed by Members holding at least _____ % of the ownership interests.

25. Entire Agreement

This Agreement constitutes the complete understanding among the Members concerning the Company and supersedes all prior oral or written agreements relating to the subject matter of this Agreement.

26. Severability

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

27. Notices

Any notice required under this Agreement shall be in writing and delivered personally, by certified mail, recognized courier service, or electronic mail to the addresses designated by the Members. Notice shall be deemed effective upon receipt.

Signatures

The undersigned Members acknowledge that they have read, understood, and agreed to the terms of this Arizona Limited Liability Company Operating Agreement.

Member 1

Name _____ _____

Date _____

Signature _____

Member 2

Name _____ _____

Date _____

Signature _____

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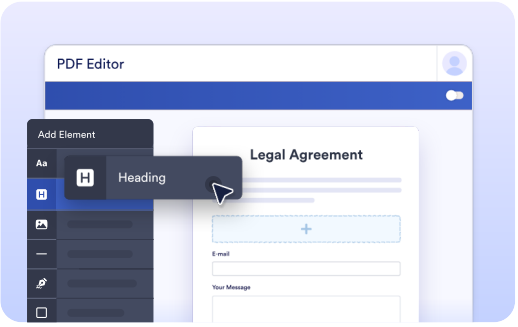
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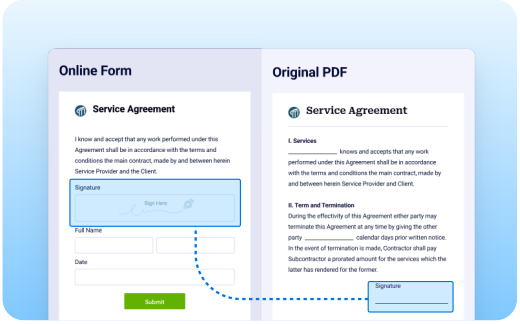
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