



Texas LLC Operating Agreement

This **Operating Agreement** ("**Agreement**") is entered into and made effective as of _____, by and among the persons or entities listed as Members in this Agreement (collectively, the "**Members**").

1. Purpose and Formation

The Members form a limited liability company under the name _____ (the "**Company**") pursuant to the laws of the State of Texas. The purpose of this Agreement is to govern the internal affairs of the Company, define the rights and obligations of the Members, and establish rules for management and operations.

The Company shall conduct any lawful business activity for which a limited liability company may be organized in Texas.

2. Principal Office and Registered Agent

The principal business office of the Company is located at _____, or such other location as determined by the Company.

The registered agent and registered office of the Company shall be as stated in the Company's Certificate of Formation or as updated by proper filing.

3. Term

The Company shall continue in existence until dissolved in accordance with this Agreement or applicable law.

4. Members and Ownership Interests

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

Member Name	Address	Ownership Percentage

Ownership percentages represent each Member's proportionate interest in profits, losses, and distributions, unless otherwise stated in this Agreement.

5. Capital Contributions

Each Member has contributed or agrees to contribute capital to the Company as determined by the Members. No Member is required to make additional capital contributions unless approved by the Members in writing.

Failure to make an agreed capital contribution may result in adjustment of ownership interests or other remedies approved by the Members.

6. Management

The Company is member-managed. Each Member participates in the management and control of the Company. Decisions in the ordinary course of business require approval by Members holding a majority of the ownership interests.

7. Authority of Members and Managers

No Member or Manager may bind the Company to obligations outside the ordinary course of business without proper approval.

Major decisions requiring Member approval include, but are not limited to:

- Admission of new Members
- Sale of substantially all Company assets
- Merger or conversion
- Dissolution of the Company

8. 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 law.

9. Distributions

Cash or property distributions shall be made at such times and in such amounts as determined by the Members or Managers, subject to the Company's financial condition and applicable law.

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

10. Books, Records, and Tax Matters

The Company shall maintain complete and accurate books and records at its principal office. Each Member has the right to inspect Company records upon reasonable request.

The Company shall be treated for tax purposes as _____, and a designated representative may be appointed for tax-related matters.

11. Admission of New Members

New Members may be admitted only with the written approval of existing Members holding a majority of ownership interests, and upon execution of this Agreement or a written joinder.

12. Transfer of Membership Interests

No Member may sell, assign, pledge, or otherwise transfer any ownership interest without prior written consent of the Members, except as permitted under this Agreement.

Any unauthorized transfer is void and does not grant management or voting rights.

13. Withdrawal, Death, or Incapacity of a Member

A Member may withdraw from the Company only with Member approval. Upon death or incapacity, the Member's economic interest may pass to heirs, but management rights do not transfer without approval.

14. Limitation of Liability

No Member or Manager is personally liable for the debts, obligations, or liabilities of the Company solely by reason of acting as a Member or Manager, except as required by law.

15. Indemnification

The Company shall indemnify Members and Managers for actions taken in good faith on behalf of the Company, to the fullest extent permitted by law, excluding misconduct or knowing violation of law.

16. Dissolution and Winding Up

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

- Approval by Members holding a majority ownership interest
- Sale of all or substantially all Company assets
- Any event requiring dissolution under applicable law

Upon dissolution, the Company's assets shall be liquidated, liabilities paid, and remaining assets distributed to Members according to ownership interests.

17. Amendments

This Agreement may be amended only by written approval of Members holding a majority of ownership interests, unless a higher threshold is required by this Agreement.

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18. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

19. Entire Agreement

This Agreement constitutes the entire understanding among the Members regarding the Company and supersedes all prior agreements, whether written or oral.

20. Severability

If any provision of this Agreement is found unenforceable, the remaining provisions shall continue in full force and effect.

By signing below, the undersigned acknowledge that they have read, understood, and agree to be bound by this Texas LLC Operating Agreement.

Member 1

Name

Date

Signature

Member 2

Name

Date

Signature

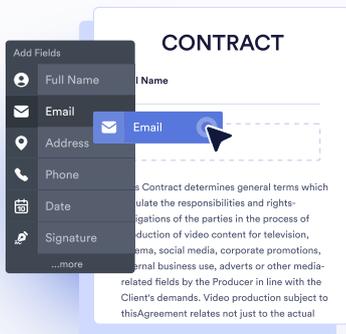


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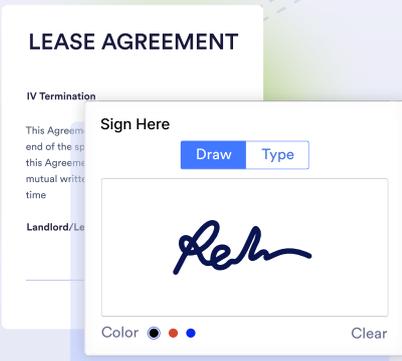
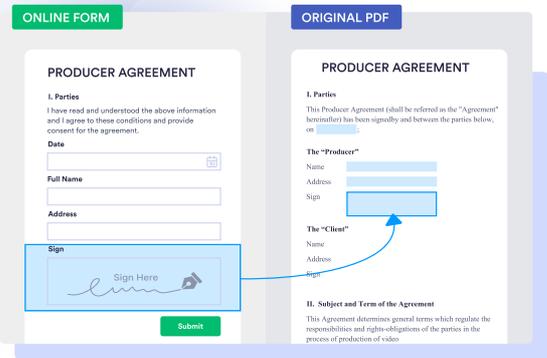
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