LLC Operating Agreement — [llc_name]

State of Washington

LLC Name: _______________	**State of Formation:** Washington
Management Type: Manager-Managed	**Structure:** Multi-Member

FORMATION & ORGANIZATION

This Operating Agreement ("Agreement") is adopted by the Member(s) of _______________ ("Company") for the purpose of organizing and governing the Company under the laws of the State of Washington. The Articles of Organization / Certificate of Formation have been filed, and the Company is active.

OFFICES & AGENT: The principal place of business of the Company is located at _______________. The Company's Registered Agent in the State of Washington is _______________, with an office address at _______________.

MEMBERSHIP & CAPITAL STRUCTURE

MEMBERSHIP INTERESTS: The Company is organized as a multi-member limited liability company. The ownership percentages and capital contributions of the Members are established as follows:
1. Member Name: _______________ — Ownership Percentage: _______________% — Capital Contribution: $1.
2. Member Name: _______________ — Ownership Percentage: _______________% — Capital Contribution: $2.

MANAGEMENT & DECISION MAKING

MANAGER-MANAGED: The Company shall be managed by a designated Manager. The Members hereby appoint _______________, residing at _______________, as the primary Manager of the Company. The Manager shall direct the daily operations, execute agreements, and manage company assets. Members who are not managers shall not have operational signing authority.

FINANCIALS, DISTRIBUTIONS & TAXES

ALLOCATIONS: Profits, losses, and distributions of the Company shall be allocated to the Members in proportion to their respective membership interest percentages. Distributions of net cash flow shall be made at such times and in such amounts as determined by the Management.

TAX CLASSIFICATION: For federal and state income tax purposes, the Company shall be classified as a

Partnership (pass-through entity). The Management is authorized to file all required tax returns, and the fiscal year shall end on December 31.

LIMITATION OF LIABILITY

LIMITATION OF LIABILITY: No member, manager, employee, or agent of the Company shall be personally liable for any debts, obligations, or liabilities of the Company solely by reason of being a member or manager.

DISSOLUTION & WINDING UP

DISSOLUTION: The Company shall dissolve only upon the unanimous written consent of all Members, or upon the entry of a judicial decree of dissolution. Upon dissolution, the assets of the Company shall be liquidated, debts shall be paid, and any remaining proceeds shall be distributed to the Members in proportion to their ownership interests.

GOVERNING LAW

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

This Agreement constitutes the entire agreement among the Members and overrides all default statutory rules not strictly mandatory under the laws of Washington.

STATE-REQUIRED PROVISIONS

WASHINGTON LIMITED LIABILITY COMPANY ACT (RCW § 25.15.007 ET SEQ.): POLICY TO GIVE MAXIMUM EFFECT TO FREEDOM OF CONTRACT AND OPERATING AGREEMENT ENFORCEABILITY.

SIGNATURES

Entity Name: ____________________________

By: ____________________________
Authorized Signatory Signature

Representative: Member: ______________

Title: __________________________

Date: ________________

Entity Name: ____________________________

By: ____________________________
Authorized Signatory Signature

Representative: Member: ______________

Title: __________________________

Date: ________________

Entity Name: ____________________________

By: ____________________________
Authorized Signatory Signature

Representative: Manager: ______________

Title: __________________________

Date: ________________