

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

State of Formation: Oklahoma

Article I – Formation

This Limited Liability Company Operating Agreement (the “Agreement”) is made by and among the Members listed below (the “Members”) for the purpose of governing the affairs and business of the Limited Liability Company formed pursuant to the Oklahoma Limited Liability Company Act (the “Act”). The Members hereby form a Limited Liability Company (the “Company”) pursuant to the laws of the State of Oklahoma.

Article II – Name and Principal Place of Business

The name of the Company shall be: _____. The principal place of business of the Company shall be: _____. The Company may locate its places of business and registered office at any other place or places as determined by the Members.

Article III – Term

The term of the Company shall continue until dissolved in accordance with this Agreement or by operation of law.

Article IV – Purpose

The purpose of the Company is to engage in any lawful business for which limited liability companies may be organized in the State of Oklahoma, and to do all things necessary, convenient, or incidental to that purpose.

Article V – Members and Capital Contributions

The names, addresses, and initial capital contributions of the Members are as follows:

Member Name	Address	Capital Contribution (
_____	_____	_____
_____	_____	_____
_____	_____	_____

Article VI – Profits, Losses, and Distributions

Profits and losses of the Company shall be allocated to the Members in proportion to their respective percentage interests in the Company as set forth in this Agreement or as amended by the Members. Distributions shall be made at such times and in such amounts as determined by the Members.

Article VII – Management

The Company shall be managed by its Members unless otherwise agreed in writing. Each Member shall have voting rights proportionate to their percentage interest. Decisions shall be made by majority vote of the Members unless a greater percentage is required by law or this Agreement.

Article VIII – Meetings

Meetings of Members may be held at such time and place as determined by the Members. Notice of meetings shall be given to all Members in a reasonable time in advance. A quorum shall consist of Members holding a majority of the percentage interests.

Article IX – Transfer of Interests

No Member may transfer, sell, assign, or otherwise dispose of all or any part of their interest in the Company without the prior written consent of the other Members. Any permitted transferee shall be bound by the terms of this Agreement.

Article X – Dissolution and Winding Up

The Company shall be dissolved upon the occurrence of any event requiring dissolution under the Act or upon the written consent of Members holding a majority of the percentage interests. Upon dissolution, the Company shall wind up its affairs, pay or provide for its debts and liabilities, and distribute any remaining assets to the Members.

Article XI – Indemnification

The Company shall indemnify and hold harmless the Members, managers, and agents to the fullest extent permitted by law against any and all liabilities and expenses incurred in connection with the Company, except in cases of gross negligence or willful misconduct.

Article XII – Miscellaneous

12.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. 12.2 Entire Agreement: This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements. 12.3 Amendments: This Agreement may be amended only by written agreement of Members holding a majority of the percentage interests. 12.4 Severability: If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect. 12.5 Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

MEMBER'S SIGNATURE

Name: _____

Date: _____

Signature: _____

MEMBER'S SIGNATURE

Name: _____

Date: _____

Signature: _____

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