

WYOMING LIMITED LIABILITY COMPANY OPERATING AGREEMENT

This Operating Agreement (this "Agreement") of the Limited Liability Company (the "Company") is entered into by the Members named below. The Members hereby form a Limited Liability Company under and pursuant to the Wyoming Limited Liability Company Act (the "Act") and agree as follows:

1. Formation

The Members have formed a Wyoming Limited Liability Company pursuant to the Act by filing the Articles of Organization with the Wyoming Secretary of State. The rights and obligations of the Members shall be as provided in this Agreement and the Act.

2. Name

The name of the Company shall be as set forth in the Articles of Organization or as later amended by the Members.

3. Principal Place of Business

The principal place of business of the Company shall be as determined by the Members and may be changed from time to time.

4. Purpose

The purpose of the Company is to engage in any lawful business for which limited liability companies may be organized under the laws of the State of Wyoming, as determined by the Members.

5. Term

The term of the Company shall commence on the filing of the Articles of Organization and shall continue until dissolved in accordance with this Agreement or the Act.

6. Members and Capital Contributions

The Members of the Company and their initial capital contributions are set forth in Schedule A attached hereto and incorporated by this reference. No Member shall be required to make additional capital contributions except as agreed in writing by all Members.

7. Allocations and Distributions

The Company's profits and losses shall be allocated among the Members in proportion to their respective Percentage Interests as set forth in Schedule A. Distributions shall be made to the Members at such times and in such amounts as determined by the Members.

8. Management

The Company shall be managed by its Members. Each Member shall have authority to act on behalf of the Company in the ordinary course of business. Major decisions, including but not limited to amendments to this Agreement, admission of new Members, or dissolution, shall require the unanimous consent of the Members.

9. Meetings and Voting

Meetings of the Members may be held at such times and places as determined by the Members. Written notice stating the place, date and hour of any meeting shall be given to each Member. Each Member shall have voting power proportionate to their Percentage Interest.

10. Transfer of Membership Interests

No Member may transfer, sell, assign, pledge, or otherwise dispose of all or any part of their Membership Interest except in conformity with this Agreement and the Act. Any purported transfer in violation of this Agreement shall be null and void.

11. Books and Records

The Company shall maintain complete and accurate books and records of its operations and shall make such books and records available to the Members for inspection and copying during normal business hours.

12. Tax Treatment

The Company shall be treated as a partnership for federal and state income tax purposes unless otherwise determined by the Members. The Members shall cause the Company to file all necessary tax returns and provide all relevant information to the Members.

13. Dissolution and Winding Up

The Company shall be dissolved upon the occurrence of any event requiring dissolution under the Act or by unanimous consent of the Members. Upon dissolution, the Company's assets shall be liquidated, liabilities paid, and the remaining assets distributed to the Members in accordance with their respective Percentage Interests.

14. Indemnification

To the fullest extent permitted by law, the Company shall indemnify and hold harmless the Members and Managers from any liability, loss, damage, or expense incurred by reason of their status or actions on behalf of the Company, except for gross negligence or willful misconduct.

15. Amendments

This Agreement may be amended only by the written consent of all Members and any such amendment shall be binding upon all Members.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflicts of laws principles.

17. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

18. Entire Agreement

This Agreement, including all Schedules attached hereto, constitutes the entire agreement of the Members with respect to the subject matter hereof and supersedes all prior agreements and understandings.

19. Counterparts and Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

MEMBER NAME

MEMBER NAME

Signature: _____

Signature: _____

Schedule A - Members and Capital Contributions

Member Name	Capital Contribution	Percentage Interest
Member 1	_____	_____
Member 2	_____	_____
Member 3	_____	_____

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