Operating Agreement of [LLC NAME], a Wyoming Limited Liability Company

(Single-Member, Member-Managed)

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This Operating Agreement (the "Agreement") is made effective [DATE] by [MEMBER NAME] (the "Member"), the sole member of [LLC NAME] (the "Company").

1. Formation

1.1 **Formation.** The Company was formed as a Wyoming limited liability company by filing Articles of Organization with the Wyoming Secretary of State on [FILING DATE], filing ID [FILING ID], under the Wyoming Limited Liability Company Act, W.S. 17-29-101 et seq. (the "Act").

1.2 **Name.** The Company's name is [LLC NAME].

1.3 **Registered agent.** The Company's registered agent and registered office are as stated in its most recent filing with the Wyoming Secretary of State.

1.4 **Purpose.** The Company may engage in any lawful business.

1.5 **Duration.** The Company has perpetual duration (W.S. 17-29-104(c)) unless dissolved under Section 8.

2. Scope of this Agreement

2.1 **Governing document.** This Agreement governs the relations between the Member and the Company, the Company's activities, management and voting, transferability of the Member's interest, and distributions, as permitted by W.S. 17-29-110(a). Where this Agreement is silent, the Act governs (W.S. 17-29-110(b)).

3. Member and Capital

3.1 **Sole member.** The Member owns 100% of the membership interest in the Company.

3.2 **Initial contribution.** The Member has contributed [DESCRIPTION / AMOUNT].

3.3 **Additional contributions.** The Member is not required to make additional contributions.

4. Management

4.1 **Member-managed.** The Company is member-managed (W.S. 17-29-407(a)). The Member has full authority to manage the Company and to bind it.

4.2 **Officers.** The Member may appoint officers and delegate authority to them in writing.

5. Liability and Separateness

5.1 **Limited liability.** The Company's debts, obligations and other liabilities are solely those of the Company, and the Member is not liable for them solely by reason of being a member (W.S. 17-29-304(a)).

5.2 **Separateness.** The Company will keep its own bank account, keep its funds separate from the Member's personal funds, and sign contracts in its own name.

6. Distributions and Tax

6.1 **Distributions.** The Member decides when and in what amount the Company makes distributions.

6.2 **Tax classification.** Unless the Member elects otherwise, the Company will be treated as a disregarded entity for federal income tax purposes.

7. Transfers and Creditors

7.1 **Transfers.** The Member may transfer all or part of the membership interest. A transferee becomes a member only with the Member's written consent.

7.2 **Charging order.** A charging order is the exclusive remedy by which a judgment creditor of the Member may satisfy a judgment from the Member's interest or the Company's assets, as provided in W.S. 17-29-503(g).

8. Dissolution

8.1 **Events.** The Company dissolves on the Member's written decision or as otherwise required by the Act.

8.2 **Winding up.** On dissolution, the Company will wind up its activities, pay or provide for its liabilities, and distribute any remaining assets to the Member.

9. General

9.1 **Amendments.** This Agreement may be amended only in a writing signed by the Member.

9.2 **Governing law.** This Agreement is governed by the laws of the State of Wyoming.

Signed:

_____ [MEMBER NAME], Member Date: _____

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