

# LIMITED LIABILITY COMPANY OPERATING AGREEMENT

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This Operating Agreement (the "Agreement") is entered into on **December 28, 2025** by the members of **TechVenture Solutions LLC** (the "Company"), a Limited Liability Company organized under the laws of the State of **Texas**.

## ARTICLE I: ORGANIZATION

### 1.1 Formation

The Company was formed on **December 28, 2025** as a Limited Liability Company under the laws of the State of **Texas**.

### 1.2 Company Name

The name of the Company is **TechVenture Solutions LLC**.

### 1.3 Registered Office and Agent

The registered office of the Company is located at:

**123 Innovation Drive, Suite 200, Austin, TX 78701**

The registered agent is: **Corporate Agent Services Inc.**

### 1.4 Business Purpose

The purpose of the Company is:

Technology consulting, software development, and digital marketing services

## ARTICLE II: MANAGEMENT AND OPERATIONS

### 2.1 Management Structure

The Company shall be **Member-Managed-managed** in accordance with this Agreement and applicable state law.

### 2.2 Authority

Each member shall have the authority to bind the Company in the ordinary course of business, subject to the restrictions set forth in this Agreement.

### 2.3 Voting

Major decisions affecting the Company shall require the approval of members holding a majority interest in the Company, unless otherwise specified in this Agreement.

## ARTICLE III: MEMBERSHIP INTERESTS

### 3.1 Initial Members

The initial member(s) of the Company and their respective ownership interests are:

John Smith (60% ownership), Sarah Johnson (40% ownership)

### **3.2 Capital Contributions**

Each member's initial capital contribution is as set forth in Schedule A attached hereto and incorporated by reference.

### **3.3 Additional Contributions**

No member shall be required to make additional capital contributions without the written consent of all members.

## **ARTICLE IV: DISTRIBUTIONS**

### **4.1 Distributions**

Distributions shall be made to members pro rata in accordance with their membership interests, unless otherwise agreed upon in writing by all members.

## **ARTICLE V: DISSOLUTION**

### **5.1 Events of Dissolution**

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

- Unanimous written consent of all members
- Entry of a decree of judicial dissolution
- Any other event specified in the Company's Articles of Organization

## **SIGNATURES**

The undersigned members execute this Agreement as of the date first written above.

Signature: \_\_\_\_\_  
\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

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