

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

This Operating Agreement (the "Agreement") is entered into on **January 15, 2026** 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 **January 15, 2026** 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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