

STATE OF WASHINGTON  
**MANAGER-MANAGED LIMITED LIABILITY COMPANY  
OPERATING AGREEMENT**

Pursuant to Chapter 25.15 RCW  
(Washington Limited Liability Company Act)

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**ARTICLE I  
ORGANIZATION**

**1.01 Formation.**

This Limited Liability Company (the "Company") has been organized as a Washington limited liability company by filing a Certificate of Formation with the Washington Secretary of State, Corporations and Charities Division, pursuant to Chapter 25.15 of the Revised Code of Washington (the "Act"). This document is the "limited liability company agreement" of the Company as defined in RCW 25.15.006(8). NOTE: Washington uses "Certificate of Formation" — not "Articles of Organization" — as the formation document (RCW 25.15.071).

**1.02 Company Name.**

The name of the Company as it appears on the Certificate of Formation filed with the Washington Secretary of State is:

The Company name must include 'limited liability company,' 'LLC,' or 'L.L.C.' and must match the Certificate of Formation exactly (RCW 23.95.305).

**1.03 Principal Office.**

The principal office and place of business of the Company is located at:

City:

State:

Zip Code:

**1.04 Registered Agent.**

The Company shall maintain a registered agent with a physical street address in Washington State (no P.O. box), as required by RCW 23.95.415. The registered agent and address must match the Certificate of Formation on file with the Secretary of State:

Registered Agent Name:

Registered Agent Address:

City, State, Zip:

### **1.05 Management Structure.**

The Company is organized as a manager-managed LLC. Pursuant to RCW 25.15.154, in a manager-managed LLC each manager is an agent of the LLC with statutory apparent authority. Members are NOT agents of the LLC in a manager-managed structure. Manager-managed status must be stated in the Certificate of Formation or this Agreement (RCW 25.15.006).

### **1.06 L3C and PLLC Status.**

The Company:

IS a standard LLC (not an L3C or PLLC)

IS a Professional Limited Liability Company (PLLC) — licensed profession:

### **1.07 Purpose.**

The purpose of the Company is to engage in any lawful business or activity permitted under Washington law. The specific business purpose, if any, is:

### **1.08 Effective Date.**

This Agreement is effective as of the date the Certificate of Formation was filed with the Washington Secretary of State, or such other date as stated below:

Effective Date:

## **ARTICLE II DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings set forth below. Capitalized terms not otherwise defined shall have the meanings in the Act.

**"Act"** means Chapter 25.15 of the Revised Code of Washington, as amended from time to time.

**"Annual Report"** means the annual report filed with the Washington Secretary of State under RCW 23.95.255, due by the last day of the LLC's anniversary month each year (\$70 fee; \$25 delinquency penalty = \$95 total if late).  
NOTE: Many sources incorrectly state \$60 — the current official SOS fee is \$70.

**"B&O Tax"** means Washington's Business and Occupation (B&O) tax, a gross-receipts tax administered by the Washington Department of Revenue (DOR) under RCW 82.04. Washington has no state personal or corporate income tax; instead, the LLC's gross receipts are subject to B&O tax at rates generally between approximately 0.471% and 1.8% depending on classification. Distributions to members are not separately subject to Washington income tax.

**"Certificate of Formation"** means the Certificate of Formation of the Company filed with the Washington Secretary of State, Corporations and Charities Division, under RCW 25.15.071 (RCW 23.95). Washington uses 'Certificate of Formation' — not 'Articles of Organization.'

**"Charging Order"** has the meaning in RCW 25.15.256, which provides the exclusive remedy by which a judgment creditor may reach a Member's transferable interest. A charging order gives a creditor only a lien on distributions; it does not confer management rights or permit seizure of LLC property.

**"Community Property"** refers to Washington's community property laws under RCW 26.16. Washington is a community property state. A married member's LLC interest may constitute community property, and the non-member spouse may have rights in that interest. See the Spousal Acknowledgment in Exhibit 3 attached hereto.

**"Initial Report"** means the initial report required within 120 days after the Certificate of Formation becomes effective under RCW 23.95.255, filed with the Secretary of State (free if filed with the COF; \$10 if filed separately).

**"Limited Liability Company Agreement"** has the meaning in RCW 25.15.006(8): any agreement — whether oral, implied, in a record, or in any combination — among the members concerning the LLC's affairs and the conduct of its business. This written document is intended to constitute the complete and exclusive limited liability company agreement for the Company. See the integration clause in

Section 11.05.

"**Manager**" means a person designated to manage the Company in a manager-managed LLC under RCW 25.15.154.

"**Member**" means a person admitted to the Company as a member in accordance with the Act and this Agreement.

"**Transferable Interest**" means a Member's right to receive distributions from the Company under RCW 25.15.246.

"**UBI**" means Unified Business Identifier, the Washington state business registration number issued by the Department of Revenue or Secretary of State.

## **ARTICLE III CAPITAL CONTRIBUTIONS**

### **3.01 Initial Capital Contributions.**

Each Member's initial Capital Contribution is set forth in Exhibit 1. WASHINGTON DEFAULT NOTICE: Under RCW 25.15.206, if the limited liability company agreement does not specify, distributions are allocated in proportion to the 'agreed value' of each member's contributions — not in equal shares. This Agreement overrides that default by specifying ownership percentages in Exhibit 1.

### **3.02 Form of Contributions.**

Capital Contributions may be made in cash, property, services rendered, or a promissory note or other obligation. The agreed value of any non-cash contribution shall be noted in Exhibit 1.

### **3.03 Additional Capital Contributions.**

No Member shall be required to make additional Capital Contributions beyond the amount in Exhibit 1 unless unanimously agreed in writing. Additional contributions shall be recorded by amendment to Exhibit 1.

### **3.04 No Interest on Capital.**

No Member shall be entitled to interest on any Capital Contribution unless unanimously agreed in writing.

### **3.05 Capital Accounts.**

The Company shall maintain a separate Capital Account for each Member in accordance with Treasury Regulation § 1.704-1(b)(2)(iv) to the extent applicable.

### **3.06 No Right to Return of Contributions.**

No Member shall have any right to demand or receive the return of any Capital Contribution except as expressly provided in this Agreement or required by the Act.

## **ARTICLE IV ALLOCATIONS AND DISTRIBUTIONS**

### **4.01 Allocation of Profits and Losses.**

**OVERRIDE OF RCW 25.15.206 AGREED-VALUE DEFAULT:** Under Washington law, if the limited liability company agreement does not specify, distributions are allocated in proportion to the agreed value of each member's contributions (including promised but unpaid contributions). This Agreement expressly overrides that default: net profits and losses shall be allocated in proportion to each Member's ownership percentage as set forth in Exhibit 1.

### **4.02 Distributions.**

**OVERRIDE OF RCW 25.15.206 AGREED-VALUE DEFAULT:** Distributions shall be made to Members in proportion to their ownership percentages as set forth in Exhibit 1, at such times and amounts as determined pursuant to Article V. This expressly overrides the agreed-contribution-value default of RCW 25.15.206.

### **4.03 Limitations on Distributions.**

No distribution shall be made under RCW 25.15.231 if, after giving effect to it: (a) the Company could not pay its debts as they become due; or (b) total assets would be less than total liabilities plus preferential rights. Any Member who consents to or receives an unlawful distribution may be liable under RCW 25.15.231 and 25.15.236 — this liability cannot be eliminated by this Agreement (RCW 25.15.018).

### **4.04 Tax Distributions.**

To the extent feasible, the Company shall make distributions sufficient for each Member to pay federal income taxes attributable to the Member's allocable share of Company income at the highest applicable marginal rates (Washington has no state income tax). Such tax distributions count against each Member's distributive share.

### **4.05 Washington B&O Tax Compliance.**

Washington's Business and Occupation (B&O) tax applies to the Company's gross receipts. The Company shall timely file excise tax returns with the Washington Department of Revenue (DOR) and shall pay all B&O tax obligations. The Company shall also maintain a current Unified Business Identifier (UBI) and Washington State Business License in good standing.

### **4.06 Withholding.**

The Company may withhold from any distribution any amount required by applicable federal tax law. Withheld amounts shall be treated as distributions to the affected Member.

## **ARTICLE V MANAGEMENT — MANAGER-MANAGED**

### **5.01 Manager-Managed Structure.**

The Company is a manager-managed LLC pursuant to RCW 25.15.154. Manager-managed status must be set forth in the Certificate of Formation or this limited liability company agreement. In a manager-managed Washington LLC: (a) each manager is an agent with statutory apparent authority to bind the Company in the ordinary course (RCW 25.15.154); (b) members are NOT agents of the Company by reason of being members; (c) management authority rests with the Manager(s), subject to the reserved Member powers in Section 5.07.

### **5.02 Appointment of Initial Manager(s).**

The initial Manager(s) of the Company is/are:

Manager Name:

Manager Address:

Add second Manager (attach separate Manager signature block)

### **5.03 Manager Authority — Ordinary Course.**

The Manager(s) have full authority to manage and operate the Company in the ordinary course, including: (a) executing contracts; (b) opening and managing bank accounts; (c) hiring and dismissing employees; (d) incurring ordinary-course debts; (e) making ordinary-course distributions; and (f) all other actions consistent with the Company's purpose.

### **5.04 Actions Requiring Member Approval (Supermajority).**

**OVERRIDE OF RCW 25.15.121:** The following require approval of Members holding at least sixty-six and two-thirds percent (66.67%) of total ownership interests:

- (a) Amending this Agreement or the Certificate of Formation;
- (b) Admitting a new Member;
- (c) Making distributions outside the ordinary course;
- (d) Selling, leasing, or disposing of all or substantially all Company assets outside ordinary course;

- (e) Merging, converting, or dissolving the Company;
- (f) Any transaction between the Company and a Manager, Member, or affiliate;
- (g) Incurring a single debt or liability exceeding the threshold in Section 5.09.

**5.05 Actions Requiring Unanimous Member Consent.**

The following retain the RCW 25.15.121 unanimous consent requirement and cannot be reduced by this Agreement: (a) consenting to dissolution.

**5.06 Manager Elections and Removal.**

Managers are elected by Members and may be removed with or without cause by Members holding more than fifty percent (50%) of total ownership interests. A successor Manager shall be appointed by the same vote. The Manager subject to removal shall not vote.

**5.07 Reserved Member Powers.**

Members retain: (a) the right to vote on matters in Sections 5.04 and 5.05; (b) the right to remove a Manager per Section 5.06; (c) information and inspection rights under RCW 25.15.136 (nonwaivable); and (d) the right to bring a derivative action.

**5.08 Manager Compensation.**

The Manager(s) shall be entitled to compensation for services rendered as follows:

**5.09 Debt Threshold Requiring Member Approval.**

Any single debt or liability incurred by the Manager(s) that exceeds the amount entered below requires Member approval under Section 5.04(g):

Threshold (\$):

**5.10 Annual Report Compliance.**

Annual Report: due by last day of anniversary month (\$70 fee; \$25 delinquency penalty). Initial Report: within 120 days of Certificate of Formation effective date (RCW 23.95.255). Administrative dissolution risk for prolonged non-filing.

**5.11 Fiscal Year.**

The fiscal year shall be the calendar year unless otherwise determined by the Manager(s) with Member approval.

## **ARTICLE VI FIDUCIARY DUTIES**

### **6.01 Duty of Loyalty.**

Each Manager owes a duty of loyalty to the Company under RCW 25.15.038, including: (a) accounting for and holding as trustee any property or benefit derived from Company business without consent; (b) refraining from dealing with the Company as an adverse party; and (c) refraining from competing with the Company before dissolution without unanimous written consent. This duty may not be eliminated under RCW 25.15.018.

### **6.02 Duty of Care.**

Each Manager shall act in good faith, in a manner reasonably believed to be in the best interests of the Company, with the care a person in a like position would reasonably exercise under similar circumstances, per RCW 25.15.038. This duty may not be eliminated by this Agreement.

### **6.03 Obligation of Good Faith and Fair Dealing.**

Each Member and Managers shall discharge all duties consistent with the contractual obligation of good faith and fair dealing under RCW 25.15.038. This obligation is nonwaivable under RCW 25.15.018.

### **6.04 Indemnification.**

The Company shall indemnify and hold harmless each Member and Manager from claims, liabilities, and expenses (including attorneys' fees) arising from good-faith acts within the scope of authority conferred by this Agreement. No indemnification for intentional misconduct, knowing violation of law, or improper distributions (consistent with RCW 25.15.041 and nonwaivable limits of RCW 25.15.018).

### **6.05 Nonwaivable Provisions (RCW 25.15.018).**

The following cannot be eliminated by this Agreement: (a) the LLC's power to sue and be sued (RCW 25.15.031); (b) Washington as governing law (RCW 25.15.033); (c) core fiduciary duties and good faith (RCW 25.15.038); (d) liability for improper distributions (RCW 25.15.231 and .236); (e) minimum record-keeping and inspection rights (RCW 25.15.136); (f) court's power to decree dissolution (RCW 25.15.274) and mandatory winding-up obligations (RCW 25.15.297).

## **ARTICLE VII TRANSFER OF MEMBERSHIP INTEREST**

### **7.01 Nature of Transferable Interest.**

A Member's transferable interest is the right to receive distributions under RCW 25.15.246. A transfer of a transferable interest passes only the right to receive distributions; it does not confer management rights, voting rights, or information rights on the transferee.

#### **7.02 Restriction on Transfer.**

No Member may transfer all or any portion of the Membership Interest or Transferable Interest without the prior written consent of Members holding at least sixty-six and two-thirds percent (66.67%) of total outstanding ownership interests (excluding the transferring Member). Any attempted transfer without such consent is void.

#### **7.03 Rights of Transferee.**

Under RCW 25.15.251, a transferee receives only the Transferable Interest (distributional rights). A transferee does NOT become a Member and does NOT acquire management rights, voting rights, or information rights unless admitted under Section 7.04.

#### **7.04 Admission of Transferee as Member.**

A transferee may be admitted as a Member upon: (a) approval by Members holding at least sixty-six and two-thirds percent (66.67%) — overriding the RCW 25.15.121 unanimous consent default; (b) execution of a joinder agreement; and (c) payment of any reasonable admission fee.

#### **7.05 Right of First Refusal.**

Before transferring any Membership Interest to a third party, the transferring Member must first offer the interest to the remaining Members pro rata at the same price and terms. The remaining Members have thirty (30) days to exercise this right by written notice.

#### **7.06 Charging Order — Exclusive Creditor Remedy.**

Pursuant to RCW 25.15.256, a charging order against a Member's Transferable Interest is the exclusive remedy by which a judgment creditor may reach a Member's interest. A creditor with a charging order receives only a lien on distributions when the LLC chooses to make them. The charging order does NOT give management rights, permit seizure of LLC property, or make the creditor a Member.

#### **7.07 Community Property Acknowledgment.**

Washington is a community property state under RCW 26.16. A married member's LLC interest may constitute community property. Each married Member should execute the Spousal Acknowledgment in Exhibit 3. Failure to obtain spousal acknowledgment may expose the Company to claims by a non-member spouse upon divorce or death.

#### **7.08 Death or Incapacity.**

Upon dissociation of a Member under RCW 25.15.131, the Member's Transferable Interest passes to the estate or named beneficiary — economic rights only. The remaining Members shall within ninety (90) days either admit the successor as a Member or purchase the Transferable Interest under Article VIII. NOTE: If all Members dissociate and no new member is admitted within 90 days, the Company dissolves by statute (RCW 25.15.265).

## **ARTICLE VIII DISSOCIATION AND BUYOUT**

### **8.01 Events of Dissociation.**

A Member dissociates under RCW 25.15.131 upon: (a) the Member's express will to withdraw; (b) transfer of all transferable interest; (c) expulsion under Section 8.05; (d) certain bankruptcy filings; (e) death or incapacity; or (f) judicial dissociation.

### **8.02 Effect of Dissociation.**

Upon dissociation, the Member loses all management rights and voting authority and holds only the Transferable Interest. The Company does NOT owe an automatic buy-out payment unless agreed in this Agreement.

### **8.03 Buyout of Dissociating Member.**

Upon a Member's dissociation, the Company or the remaining Members (at their election) may purchase the dissociated Member's Transferable Interest at the price and on the terms set forth in Sections 8.04–8.05.

### **8.04 Valuation Method.**

The purchase price shall be determined as follows (select one):

- Book Value: the Member's Capital Account balance as of the last day of the month preceding dissociation.
- Independent Appraisal: fair market value by a mutually agreed appraiser within sixty (60) days of dissociation.
- Formula: a multiple of trailing twelve-month EBITDA equal to:  
EBITDA Multiple:

- Other (describe):

### **8.05 Payment Terms.**

The purchase price shall be paid as follows (select one):

Lump sum within ninety (90) days of the valuation date.

Equal monthly installments over:

Number of months:

at an interest rate equal to the applicable federal rate (AFR), evidenced by a promissory note.

### **8.06 Expulsion of Member.**

A Member may be expelled by unanimous written consent of the remaining Members upon: (a) material breach not cured within thirty (30) days of written notice; (b) an event making it unlawful to continue with the Member; or (c) judicial expulsion.

## **ARTICLE IX DISSOLUTION AND WINDING UP**

### **9.01 Events Causing Dissolution.**

The Company shall be dissolved upon any of the following under RCW 25.15.265:

(a) An event or circumstance specified in this Agreement or the Certificate of Formation;

(b) Consent of Members holding at least sixty-six and two-thirds percent (66.67%) of total ownership interests to dissolve (UNANIMOUS consent required under RCW 25.15.121 by default; this Agreement reduces that threshold for voluntary dissolution to a supermajority)

(c) Ninety (90) consecutive days during which the Company has no members and no new member is admitted — dissolution occurs automatically under RCW 25.15.265;

(d) Judicial dissolution under RCW 25.15.274 — court's power to dissolve cannot be eliminated by this Agreement (nonwaivable under RCW 25.15.018);

(e) Administrative dissolution by the Washington Secretary of State for failure to file the Annual Report or maintain a registered agent.

### **9.02 Continuation After Dissolution.**

Dissolution does not terminate the Company's existence. The Company continues for the purpose of winding up under RCW 25.15.297.

### **9.03 Winding Up.**

Upon dissolution, the Company shall be wound up by the Manager(s), or upon application by a Member, by a person appointed by a Washington court. During winding up: (a) collect all amounts owed; (b) pay and discharge all debts; (c) distribute remaining assets to Members in

accordance with Capital Account balances and then ownership percentages RCW 25.15.297— mandatory winding-up obligations are nonwaivable under RCW 25.15.018.

**9.04 Articles of Dissolution.**

Upon completion of winding up, the Company shall file a Certificate of Dissolution or similar termination document with the Washington Secretary of State to formally terminate the Company's existence.

**ARTICLE X  
TAX MATTERS**

**10.01 Federal Tax Classification.**

For federal income tax purposes, the Company shall be treated as:

- Partnership (default for multi-member LLC — file IRS Form 1065)
- C Corporation (elected via IRS Form 8832; subject to federal corporate tax)
- S Corporation (requires IRS Form 8832 and Form 2553)

**10.02 Washington State Tax — No Income Tax; B&O Tax Applies.**

Washington has NO state personal income tax and NO corporate income tax or franchise tax on LLCs. However, Washington's Business and Occupation (B&O) tax applies to the Company's gross receipts, at rates generally between approximately 0.471% and 1.8% depending on the activity classification (service businesses typically at ~1.5–1.8%). The Company shall timely file excise tax returns with the Washington DOR through MyDOR and pay all B&O obligations. Local B&O taxes may also apply in certain cities (e.g., Seattle).

**10.03 Employer Identification Number (EIN) and UBI.**

The Company's federal EIN and Washington UBI (Unified Business Identifier) are:

Company EIN:

The Company's Washington Unified Business Identifier (UBI) number, issued by the Washington Department of Revenue or Secretary of State:

UBI Number:

**10.04 Tax Matters Representative.**

The Tax Matters Representative of the Company is:

Name:

### **10.05 Tax Elections.**

All federal tax elections materially affecting the Company's tax treatment shall be made by the Manager(s) with Member approval and documented in writing.

## **ARTICLE XI MISCELLANEOUS**

### **11.01 Amendments.**

**OVERRIDE OF RCW 25.15.121 UNANIMOUS CONSENT FOR AMENDMENTS:** Under Washington law, amending the limited liability company agreement requires unanimous member consent by default. This Agreement overrides that default: amendments require approval by Members holding at least sixty-six and two-thirds percent (66.67%) of total ownership interests. All amendments shall be in writing, signed by the requisite Members, and attached to this Agreement.

### **11.02 Governing Law.**

This Agreement shall be governed by the laws of the State of Washington, including Chapter 25.15 RCW (the Act), without regard to conflict of law principles. Washington governing law is nonwaivable under RCW 25.15.018 and RCW 25.15.033.

### **11.03 Community Property.**

Washington is a community property state under RCW 26.16. Each Member who is married or in a registered domestic partnership should execute the Spousal Acknowledgment attached as Exhibit 3. A Member's LLC interest may be community property, and the non-member spouse may have rights in that interest. Failure to address community property rights in the Agreement may result in disputes upon divorce or death.

### **11.04 Dispute Resolution.**

The parties agree to attempt good-faith negotiation before formal proceedings. If negotiation fails within thirty (30) days of written notice:

- Mediation before a mutually agreed mediator in the county of the Company's principal office, before proceeding to litigation.
- Binding arbitration in the county of the Company's principal office under the rules of the American Arbitration Association.
- Washington state or federal courts (no mandatory mediation or arbitration); venue: county of the Company's principal office.

### **11.05 Integration Clause.**

RCW 25.15.006(8) ORAL/IMPLIED AGREEMENT RISK: Washington law recognizes that a limited liability company agreement can be 'oral, implied, in a record, or in any combination.' This means prior verbal agreements, email threads, or patterns of conduct between members may be treated as enforceable parts of the LLC agreement. This Section expressly negates that risk: THIS WRITTEN AGREEMENT, together with the Certificate of Formation and all exhibits and amendments signed in writing, constitutes the ENTIRE, COMPLETE, AND EXCLUSIVE limited liability company agreement of the Company and supersedes ALL prior and contemporaneous oral, implied, written, email, electronic, or other understandings and arrangements, regardless of form.

### **11.06 Severability.**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

### **11.07 No Third-Party Beneficiaries.**

This Agreement is for the exclusive benefit of the parties hereto and their permitted successors and assigns, except as otherwise required by the Act.

### **11.08 Waiver.**

No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof.

### **11.09 Counterparts and Electronic Signatures.**

This Agreement may be executed in counterparts, each constituting an original. Electronic signatures are valid under Washington law and shall be deemed original signatures for all purposes.

### **11.10 Notices.**

All notices shall be in writing and deemed given when: (a) delivered personally; (b) sent by overnight courier with tracking; or (c) sent by email with confirmation of receipt, to the address on file with the Company.

### **11.11 Authority.**

Each person executing this Agreement represents that the person has full power and authority to execute this Agreement and that execution does not violate any other agreement to which the person is a party.

**SIGNATURE PAGE — MANAGERS**

IN WITNESS WHEREOF, the Manager(s) and Members have executed this Agreement as of the date first set forth above.

**MANAGER 1**

Name:

Address:

City, State, Zip:

Email:

\_\_\_\_\_  
Manager Signature

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

**MANAGER 2**

Name:

Address:

City, State, Zip:

Email:

\_\_\_\_\_  
Manager Signature

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

(Attach additional Manager signature pages as needed)

**SIGNATURE PAGE — MEMBERS**

**MEMBER 1**

Name:

Title:

Address:

City, State, Zip:

Email:

Ownership %:

Signature \_\_\_\_\_

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

**MEMBER 2**

Name:

Title:

Address:

City, State, Zip:

Email:

Ownership %:

Signature \_\_\_\_\_

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

**MEMBER 3**

Name:

Title:

Address:

City, State, Zip:

Email:

Ownership %:

Signature \_\_\_\_\_

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

(Attach additional Member signature pages as needed)

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**EXHIBIT 1 — MEMBERS AND INITIAL CAPITAL CONTRIBUTIONS**

WASHINGTON NOTE: Under RCW 25.15.206, absent a contrary agreement, distributions are allocated by agreed contribution value. This Agreement overrides that default via the ownership percentages below.

Member Name	Address	Capital Contribution	Ownership %
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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**TOTAL CAPITAL CONTRIBUTIONS:**

**TOTAL: 100%**

(Attach additional sheet for more than 3 Members)

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**EXHIBIT 3 — SPOUSAL ACKNOWLEDGMENT (COMMUNITY PROPERTY)**

WASHINGTON COMMUNITY PROPERTY NOTICE: Washington is a community property state under RCW 26.16. A married member's LLC interest may constitute community property, and the non-member spouse may have rights in that interest. Each married Member or Member in a registered domestic partnership should have their spouse/domestic partner sign this acknowledgment.

**SPOUSAL ACKNOWLEDGMENT — MEMBER 1**

The undersigned spouse/domestic partner of the Member whose signature appears below acknowledges and agrees that: (1) the Member's interest in {Company Name} LLC is and shall remain the separate property of the Member or has been valued and I have been compensated for any community property interest; (2) I consent to the terms of this Operating Agreement including transfer restrictions; and (3) I agree to be bound by the terms of this Agreement as they relate to any interest I may have in the Member's LLC interest.

Member Name:

Spouse/Partner Name:

Address:

City, State, Zip:

\_\_\_\_\_  
Spouse/Domestic Partner Signature

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

**SPOUSAL ACKNOWLEDGMENT — MEMBER 2**

The undersigned spouse/domestic partner of the Member whose signature appears below acknowledges and agrees that: (1) the Member's interest in {Company Name} LLC is and shall remain the separate property of the Member or has been valued and I have been compensated for any community property interest; (2) I consent to the terms of this Operating Agreement including transfer restrictions; and (3) I agree to be bound by the terms of this Agreement as they relate to any interest I may have in the Member's LLC interest.

Member Name:

Spouse/Partner Name:

Address:

City, State, Zip:

\_\_\_\_\_  
Spouse/Domestic Partner Signature

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

(Attach additional Spousal Acknowledgment pages as needed)

## LEGAL DISCLAIMER

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This Washington LLC Operating Agreement template is provided by Boost Suite for informational and general reference purposes only. It does not constitute legal advice and does not create an attorney-client relationship. This template is based on Chapter 25.15 RCW (Washington Limited Liability Company Act) and Chapter 23.95 RCW. Washington-specific issues include: the oral/implied LLC agreement risk (RCW 25.15.006(8)); community property (RCW 26.16); statutory apparent authority (RCW 25.15.151 and .154); veil-piercing (RCW 25.15.061, Chadwick Farms); B&O gross-receipts tax; and 2026 changes to RCW 23.95.255. Laws may change. You should consult a licensed Washington attorney. The Washington State Bar Association (wsba.org) can connect you with a licensed Washington business attorney. Use is at your own risk.

### **Your Washington LLC Resources:**

→ [boostsuite.com/llc-operating-agreement/washington/](https://boostsuite.com/llc-operating-agreement/washington/)

→ [boostsuite.com/how-to-start-an-llc/washington/](https://boostsuite.com/how-to-start-an-llc/washington/)

→ [boostsuite.com/how-to-start-an-llc/cost/washington/](https://boostsuite.com/how-to-start-an-llc/cost/washington/)

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