CURRENT MEMBERSHIP

Members and Voting Power:

Member Name	Ownership %	Units	Vote
[MEMBER 1]	[%]	[NUMBER]	□ Approve □ Oppose □ Abstain
[MEMBER 2]	[%]	[NUMBER]	□ Approve □ Oppose □ Abstain
[MEMBER 3]	[%]	[NUMBER]	□ Approve □ Oppose □ Abstain
TOTAL	**100%**	**[TOTAL]**	

Vote Tally:

- **In Favor:** [%] of membership interests
- **Opposed:** [%] of membership interests
- **Abstained:** [%] of membership interests

Required Vote: [PERCENTAGE]% per Operating Agreement **Result:** ☑ APPROVED □ DENIED

RECITALS

WHEREAS, [LLC NAME] is a limited liability company organized under the laws of the State of [STATE];

WHEREAS, the Members have determined it is in the best interest of the Company to dissolve and wind up its affairs;

WHEREAS, [SELECT REASON(S)]:

- [ ] The purpose for which the Company was formed has been fulfilled
- [ ] The Company is no longer economically viable
- [ ] The Members have irreconcilable differences
- [ ] The Company has completed its intended project or term
- [ ] Business operations have ceased

- [ ] It is in the best interests of the Members to dissolve
- [ ] [OTHER REASON: SPECIFY]

WHEREAS, the Members possess the requisite authority under the Operating Agreement and state law to dissolve the Company;

NOW, THEREFORE, BE IT RESOLVED by the Members as follows:

RESOLUTION

ARTICLE I: DISSOLUTION

1.1 Decision to Dissolve. The Members hereby vote to dissolve [LLC NAME] effective as of [DATE] ("Dissolution Date").

1.2 Authority. This dissolution is authorized pursuant to:
- [ ] Section [NUMBER] of the Operating Agreement
- [ ] [STATE] LLC Act Section [NUMBER]
- [ ] Unanimous consent of all Members
- [ ] [OTHER AUTHORITY]

1.3 Cessation of Business. As of the Dissolution Date, the Company shall:

- Cease conducting business except as necessary for winding up
- Not enter into new contracts or obligations
- Not incur new debts except necessary for winding up
- Begin liquidation of assets and settlement of liabilities

ARTICLE II: APPOINTMENT OF LIQUIDATOR(S)

2.1 Liquidator(s) Appointed. The following person(s) are appointed to wind up the affairs of the Company:

Primary Liquidator:

- Name: [NAME]
- Title: [MEMBER / MANAGER / THIRD PARTY]
- Address: [ADDRESS]
- Phone: [NUMBER]
- Email: [EMAIL]

Alternate Liquidator (if applicable):

- Name: [NAME]
- Title: [TITLE]
- Address: [ADDRESS]

2.2 Authority of Liquidator(s). The Liquidator(s) shall have full authority to:

- Collect all Company assets and receivables
- Pay or make provision for all Company liabilities
- Liquidate Company assets through sale, auction, or other means
- File all required tax returns and reports
- Distribute remaining assets to Members
- Execute all documents necessary for winding up
- Engage professionals (attorneys, accountants, appraisers)
- Perform all acts necessary to complete dissolution

2.3 Compensation. The Liquidator(s) shall be compensated as follows:

- [ ] No compensation (Member performing duties)
- [ ] Reasonable hourly rate of $[AMOUNT]
- [ ] Fixed fee of $[AMOUNT]
- [ ] Percentage of assets liquidated: [%]

2.4 Bond. The Liquidator(s) [SHALL / SHALL NOT] be required to post bond.

ARTICLE III: WINDING UP PROCESS

3.1 Timeline. The winding up process shall be completed within [NUMBER] months unless extended by Member vote or legal requirements.

3.2 Asset Inventory. The Liquidator(s) shall prepare complete inventory of all Company assets including:

- [ ] Cash and bank accounts
- [ ] Accounts receivable
- [ ] Inventory and supplies
- [ ] Equipment and furniture
- [ ] Real property
- [ ] Intellectual property
- [ ] Investments and securities
- [ ] Other assets: [SPECIFY]

3.3 Liability Assessment. The Liquidator(s) shall identify and document all liabilities:

- [ ] Accounts payable
- [ ] Loans and notes payable
- [ ] Lease obligations
- [ ] Tax liabilities (federal, state, local)

- [ ] Employee wages and benefits
- [ ] Contingent liabilities
- [ ] Legal claims or judgments
- [ ] Other obligations: [SPECIFY]

3.4 Valuation. Company assets shall be valued as of [DATE] using:

- [ ] Book value
- [ ] Fair market value
- [ ] Professional appraisal
- [ ] [OTHER METHOD]

ARTICLE IV: ASSET LIQUIDATION

4.1 Sale of Assets. The Liquidator(s) are authorized to sell Company assets through:

- [ ] Private sale
- [ ] Public auction
- [ ] Bulk sale
- [ ] Distribution in-kind to Members
- [ ] [OTHER METHOD]

4.2 Approval Requirements. Sales exceeding $[AMOUNT] require:

- [ ] Unanimous Member approval
- [ ] [%] Member approval
- [ ] No additional approval required

4.3 Real Property. Real property shall be disposed of as follows:

- [ ] Sold to third party
- [ ] Distributed to Member(s): [NAME(S)]
- [ ] [OTHER DISPOSITION]

4.4 Intellectual Property. Patents, trademarks, copyrights, and trade secrets shall be:

- [ ] Sold or licensed to third party
- [ ] Distributed to Member(s): [NAME(S)]
- [ ] Abandoned
- [ ] [OTHER DISPOSITION]

ARTICLE V: PAYMENT OF LIABILITIES

5.1 Order of Payment. Company assets shall be used to pay liabilities in the following order:

1. **Costs of Dissolution:** Legal fees, accounting fees, filing fees, liquidation costs
2. **Secured Creditors:** In order of priority of their liens
3. **Employee Wages and Benefits:** All outstanding compensation and benefits
4. **Tax Obligations:** Federal, state, and local taxes
5. **Unsecured Creditors:** Trade creditors and other unsecured obligations
6. **Contingent Liabilities:** Reasonable reserves for known or anticipated claims
7. **Members:** Return of capital contributions and distribution of remaining assets

5.2 Creditor Notice. The Liquidator(s) shall:

- [ ] Notify all known creditors by certified mail
- [ ] Publish notice in [NEWSPAPER NAME] for [NUMBER] consecutive weeks
- [ ] File required notices with state authorities
- [ ] Establish claims filing deadline of [DATE]

5.3 Reserves. The Liquidator(s) may establish reasonable reserves for:

- Contingent or unliquidated liabilities
- Future tax obligations
- Disputed claims
- Unknown claims within statute of limitations

Reserve Amount: $[AMOUNT] to be held for [NUMBER] months

ARTICLE VI: DISTRIBUTION TO MEMBERS

6.1 Distribution Timeline. After payment of all liabilities and establishment of reserves, remaining assets shall be distributed:

- [ ] Within [NUMBER] days of asset liquidation
- [ ] In [NUMBER] installments over [TIME PERIOD]
- [ ] Upon completion of all winding up activities

6.2 Distribution Method.

- [ ] **Pro Rata Distribution:** In proportion to ownership percentages
- [ ] **Return of Capital First:** Capital contributions returned, then pro rata
- [ ] **Per Operating Agreement:** Following distribution provisions in Operating Agreement
- [ ] **Other:** [SPECIFY]

6.3 Distribution Schedule:

Member Name	Ownership %	Capital Contribution	Estimated Distribution
[MEMBER 1]	[%]	$[AMOUNT]	$[AMOUNT]
[MEMBER 2]	[%]	$[AMOUNT]	$[AMOUNT]
[MEMBER 3]	[%]	$[AMOUNT]	$[AMOUNT]
TOTAL	**100%**	**$[TOTAL]**	**$[TOTAL]**

6.4 Distribution in Kind. The following assets may be distributed in kind to Members:

- [ ] [ASSET DESCRIPTION] to [MEMBER NAME] valued at $[AMOUNT]
- [ ] [ASSET DESCRIPTION] to [MEMBER NAME] valued at $[AMOUNT]

6.5 Final Distribution. After all liabilities are satisfied and the reserve period expires, any remaining reserves shall be distributed to Members.

ARTICLE VII: TAX MATTERS

7.1 Tax Returns. The Liquidator(s) shall:

- [ ] File final federal income tax return (Form 1065 or 1120S)
- [ ] File all required state and local tax returns
- [ ] Issue final Schedule K-1s to all Members
- [ ] File employment tax returns if applicable
- [ ] Pay all outstanding tax liabilities

7.2 Tax Year. The Company's final tax year ends on [DATE].

7.3 Tax Elections. The Company's tax status for the final year is:

- [ ] Partnership (Form 1065)
- [ ] S-Corporation (Form 1120S)
- [ ] Disregarded entity (Schedule C)

7.4 Tax Matters Partner. [NAME] is designated as the tax matters partner for all final returns and tax matters.

ARTICLE VIII: OFFICIAL FILINGS

8.1 Articles of Dissolution. The Liquidator(s) shall file Articles of Dissolution (or Certificate of Cancellation) with:

- [ ] [STATE] Secretary of State
- [ ] Any other states where Company is registered
- [ ] Filing deadline: [DATE]

8.2 Business Licenses. All business licenses and permits shall be:

- [ ] Cancelled or surrendered
- [ ] Transferred to Member(s): [NAME(S)]
- [ ] Allowed to expire

8.3 Federal and State Notifications.

- [ ] Notify IRS of dissolution
- [ ] Close EIN or designate final responsible party
- [ ] Notify state tax agencies
- [ ] Cancel sales tax permits
- [ ] Cancel employer accounts

8.4 Other Notifications.

- [ ] Notify banks and close accounts
- [ ] Cancel insurance policies
- [ ] Terminate leases and service contracts
- [ ] Notify customers and vendors
- [ ] Cancel business credit cards
- [ ] Close merchant accounts
- [ ] Update business directories and listings

ARTICLE IX: EMPLOYEE AND CONTRACTOR MATTERS

9.1 Employee Termination. All employees shall be:

- [ ] Terminated as of [DATE]
- [ ] Provided [NUMBER] days/weeks notice
- [ ] Paid all wages, accrued vacation, and benefits
- [ ] Provided COBRA notices (if applicable)
- [ ] Issued final W-2 forms

9.2 Independent Contractors. All contractor agreements shall be:

- [ ] Completed or terminated as of [DATE]
- [ ] Final payments made
- [ ] Final 1099 forms issued

9.3 Retirement Plans. If the Company maintains 401(k) or other retirement plans:

- [ ] Plan terminated as of [DATE]
- [ ] Participants notified
- [ ] Final contributions made
- [ ] Plan assets distributed or rolled over
- [ ] Final Form 5500 filed

ARTICLE X: CONTRACTS AND LEASES

10.1 Lease Obligations. Real estate and equipment leases shall be:

- [ ] Terminated effective [DATE]
- [ ] Assigned to: [PARTY NAME]
- [ ] Negotiated for early termination
- [ ] Fulfilled through lease term end date: [DATE]
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10.2 Service Contracts. All service contracts and subscriptions shall be:

- [ ] Cancelled effective [DATE]
- [ ] Fulfilled through contract term
- [ ] Transferred to: [PARTY NAME]

10.3 Customer Contracts. Existing customer obligations shall be:

- [ ] Completed before dissolution
- [ ] Transferred to: [PARTY NAME]
- [ ] Terminated with customer consent
- [ ] Bought out or settled

ARTICLE XI: RECORDS RETENTION

11.1 Company Records. All Company records shall be maintained for [NUMBER] years, including:

- [ ] Articles of Organization and Operating Agreement
- [ ] Meeting minutes and resolutions
- [ ] Financial statements and accounting records
- [ ] Tax returns (federal and state)

- [ ] Employment records
- [ ] Contracts and agreements

11.2 Custodian of Records. [NAME] is appointed custodian of Company records.

Address for Records: [STREET ADDRESS] [CITY, STATE ZIP CODE]

11.3 Member Access. Members shall have reasonable access to records upon written request.

ARTICLE XII: INDEMNIFICATION

12.1 Member Indemnification. Members shall be indemnified by the Company for acts taken in good faith during the winding up process, except for:

- Willful misconduct
- Gross negligence
- Breach of fiduciary duty
- Fraud or criminal conduct

12.2 Liquidator Indemnification. The Liquidator(s) shall be indemnified for all acts taken in good faith in connection with winding up duties, subject to the same exceptions above.

ARTICLE XIII: DISPUTE RESOLUTION

13.1 Disputes Among Members. Any disputes arising during dissolution shall be resolved by:

- [ ] Mediation with mutually agreed mediator
- [ ] Binding arbitration under AAA rules
- [ ] Court proceedings in [COUNTY, STATE]

13.2 Prevailing Party. The prevailing party in any dispute shall be entitled to reasonable attorneys' fees and costs.

ARTICLE XIV: RELEASES

14.1 Member Releases. Upon receipt of final distribution, each Member releases and discharges:

- The Company from all claims and liabilities
- Other Members from all claims (except fraud or willful misconduct)

- Managers and officers from all claims (except fraud or willful misconduct)

14.2 Scope of Release. This release applies to all claims arising from:

- Membership in the Company
- Company operations and business activities
- Distributions and allocations
- Management decisions and actions

ARTICLE XV: EFFECTIVE DATE AND AMENDMENTS

15.1 Effective Date. This resolution is effective as of [DATE].

15.2 Amendments. This resolution may be amended only by [UNANIMOUS / MAJORITY] vote of the Members.

CERTIFICATION

I hereby certify that the foregoing resolution was duly adopted by the Members of [LLC NAME] on [DATE].

Secretary/Recorder:

[NAME] Date: _____

MEMBER SIGNATURES

The undersigned Members hereby consent to and approve this Resolution for Dissolution:

MEMBER:

[MEMBER 1 NAME] Date: _____

MEMBER:

[MEMBER 2 NAME] Date: _____

MEMBER:

[MEMBER 3 NAME] Date: _____