

MISSOURI LIMITED LIABILITY COMPANY OPERATING AGREEMENT

Company Name: _____

Principal Place of Business: _____

ARTICLE I – FORMATION

The Members have formed a Limited Liability Company (the “Company”) pursuant to the Missouri Limited Liability Company Act. The rights and obligations of the Members shall be governed by this Operating Agreement and the Act.

ARTICLE II – NAME AND PLACE OF BUSINESS

The name of the Company is as set forth above. The principal place of business of the Company will be located at the address indicated above, or at such other place as the Members may determine.

ARTICLE III – PURPOSE

The purpose of the Company is to engage in any lawful business for which Limited Liability Companies may be organized under the Act, and to do all things necessary or convenient to carry out such business.

ARTICLE IV – DURATION

The Company shall continue until dissolved in accordance with this Agreement or the Act.

ARTICLE V – MEMBERS

The Company initially shall have the following Members, with their respective capital contributions and ownership percentages as set forth in Attachment A, which is incorporated herein by reference.

ARTICLE VI – CAPITAL CONTRIBUTIONS

Each Member shall make the capital contributions set forth in Attachment A. No Member shall be required to make additional contributions unless agreed to in writing by all Members.

ARTICLE VII – ALLOCATIONS AND DISTRIBUTIONS

Profits and losses of the Company shall be allocated to the Members in proportion to their ownership percentages as set forth in Attachment A. Distributions shall be made to the Members at such times and in such amounts as determined by the Members.

ARTICLE VIII – MANAGEMENT

The Company shall be managed by its Members. Each Member shall have the authority to act on behalf of the Company, subject to any limitations set forth in this Agreement or agreed to by the Members.

ARTICLE IX – MEETINGS AND VOTING

Meetings of Members may be called by any Member upon reasonable notice. Voting shall be in proportion to each Member's ownership percentage. Actions may be taken without a meeting if consented to in writing by Members holding the required percentage.

ARTICLE X – TRANSFER OF MEMBERSHIP INTERESTS

No Member may transfer, sell, assign, pledge or otherwise dispose of any interest in the Company except as permitted in this Agreement. Any purported transfer made without compliance with this Agreement shall be void and of no effect.

ARTICLE XI – DISSOLUTION AND WINDING UP

The Company shall be dissolved upon the occurrence of any event specified in the Act or by unanimous consent of the Members. Upon dissolution, the Company shall wind up its affairs and distribute assets in accordance with the Act and this Agreement.

ARTICLE XII – INDEMNIFICATION

The Company shall indemnify its Members and Managers to the fullest extent permitted by law against any and all expenses and liabilities incurred in connection with the Company.

ARTICLE XIII – AMENDMENTS

This Agreement may be amended only by a written agreement signed by Members holding a majority of the ownership percentages, except where a greater percentage is required by the Act or this Agreement.

ARTICLE XIV – GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard to conflict of law principles.

MEMBER SIGNATURE

MEMBER SIGNATURE

Signature: _____

Signature: _____

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