

MISSOURI LLC OPERATING AGREEMENT

Location: _____

Effective Date: _____

ARTICLE I: FORMATION

1.1 Formation. The Members have formed a Limited Liability Company (“LLC”) under the laws of the State of Missouri by filing Articles of Organization with the Missouri Secretary of State.

ARTICLE II: NAME AND PRINCIPAL OFFICE

2.1 Name. The name of the LLC shall be _____. 2.2 Principal Office. The principal office of the LLC shall be located at _____, or at such other place as the Members may determine.

ARTICLE III: PURPOSE

3.1 Purpose. The purpose of the LLC is to engage in any lawful act or activity for which limited liability companies may be organized under the Missouri Limited Liability Company Act.

ARTICLE IV: DURATION

4.1 Duration. The LLC shall continue until dissolved in accordance with this Agreement or by law.

ARTICLE V: MEMBERS AND CAPITAL CONTRIBUTIONS

5.1 Members. The names, addresses, and initial capital contributions of the Members are as follows: a) Name: _____ Address: _____ Contribution: \$_____ b) Name: _____ Address: _____ Contribution: \$_____ (Add additional members as necessary.) 5.2 Additional Contributions. No Member shall be required to make additional contributions unless agreed in writing.

ARTICLE VI: ALLOCATIONS AND DISTRIBUTIONS

6.1 Profits and Losses. Profits and losses shall be allocated among Members in proportion to their respective Membership Interests. 6.2 Distributions. Cash distributions shall be made to Members at such times and in such amounts as determined by the Members.

ARTICLE VII: MANAGEMENT

7.1 Management. The LLC shall be managed by its Members. Each Member shall have authority to act on behalf of the LLC only as provided in this Agreement or by unanimous consent of the Members. 7.2 Decisions. Decisions shall be made by a majority vote of the Membership Interests unless otherwise specified.

ARTICLE VIII: MEETINGS

8.1 Meetings. Meetings of Members may be held at such time and place as designated by the Members. 8.2 Notice. Written notice stating the place, day, and hour of any meeting shall be given to each Member not less than five days prior to the meeting.

ARTICLE IX: TRANSFER OF INTERESTS

9.1 Transfer Restrictions. No Member may sell, assign, pledge, or otherwise transfer any Membership Interest without the prior written consent of the other Members. 9.2 Right of First Refusal. If a Member desires to transfer their interest, other Members shall have a right of first refusal to purchase the interest on the same terms.

ARTICLE X: DISSOLUTION AND WINDING UP

10.1 Events of Dissolution. The LLC shall be dissolved upon the occurrence of any of the following: a) The unanimous written consent of the Members; b) Entry of a decree of judicial dissolution under Missouri law. 10.2 Winding Up. Upon dissolution, the LLC shall wind up its affairs, pay or provide for all liabilities and obligations, and distribute remaining assets to Members in accordance with their Membership Interests.

ARTICLE XI: INDEMNIFICATION

11.1 Indemnification. To the fullest extent permitted by law, the LLC shall indemnify and hold harmless its Members, Managers, agents, and employees from and against any and all claims, liabilities, damages, and expenses arising out of the LLC's activities.

ARTICLE XII: AMENDMENTS

12.1 Amendments. This Agreement may be amended only by written consent of Members holding at least a majority of the Membership Interests.

ARTICLE XIII: MISCELLANEOUS

13.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. 13.2 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect. 13.3 Entire Agreement. This Agreement constitutes the entire agreement among the Members with respect to the LLC and supersedes all prior agreements. 13.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

MEMBER SIGNATURE

Signature: _____

Print Name: _____

Date: _____

MEMBER SIGNATURE

Signature: _____

Print Name: _____

Date: _____

Original source of this document:

<https://agreementdocs-us.com/missouri-llc-operating-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://agreementdocs-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.