

**MISSOURI LIMITED LIABILITY COMPANY  
MANAGER-MANAGED OPERATING AGREEMENT**

*Governed by the Missouri Limited Liability Company Act, Chapter 347, RSMo*

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**ARTICLE I  
ORGANIZATION**

**1.01 Formation and Governing Law.**

This Limited Liability Company (the “Company”) is organized under the Missouri Limited Liability Company Act, Chapter 347, RSMo (the “Act”). The rights and obligations of the Members and the governance of the Company are subject to the Act except as expressly modified by this Operating Agreement.

**1.02 Company Name.**

The legal name of the Company is:

**1.03 Articles of Organization.**

The Company was formed by filing Articles of Organization (Form LLC 1) with the Missouri Secretary of State, Corporations Division. Current filing fees per the SOS fee schedule: \$50 online / \$105 paper (includes a \$5 technology fund surcharge). Note: RSMo § 347.179 shows lower amounts (\$45/\$100); the current SOS fee schedule governs actual filings. Missouri LLCs have NO annual report requirement. This Operating Agreement is an internal governance document and is NOT filed with the SOS.

**1.04 Operating Agreement — Statutory Requirement.**

Under RSMo § 347.081.1, the member or members of a Missouri LLC SHALL adopt an operating agreement. Missouri is one of the few states where this is a statutory obligation, not merely best practice. Under RSMo § 347.081.2, Missouri’s policy is to give MAXIMUM EFFECT to the freedom of contract and enforceability of operating agreements.

**1.05 Registered Agent and Registered Office.**

Every Missouri LLC must maintain a registered agent and registered office in Missouri (RSMo §§ 347.039(1)(3) and 347.033). The Company’s registered agent is:

**Registered Agent Name:**

**Registered Office Address:**

**1.06 Principal Office.**

The principal office address of the Company is:

**Principal Office Address:**

**1.07 Purpose.**

The Company is organized to engage in:

and any lawful activity permitted under the Act.

**1.08 Records.**

The Company shall maintain at its principal office or another location specified in this Agreement the Articles of Organization, this Operating Agreement, all amendments, tax returns, and financial statements, as required by RSMo § 347.091.

**1.09 No Annual Report / No Publication.**

Missouri LLCs are NOT required to file an annual report with the Missouri Secretary of State, Corporations Division. No publication requirement was identified in the current Chapter 347 formation provisions for Missouri LLC formation.

**1.10 Execution Trap.**

IMPORTANT: If this Agreement specifies that it becomes effective only upon signatures of all Members, a missing signature can defeat the enforceability of any provision in this Agreement, including any arbitration or dispute-resolution clause. Per recent Missouri Court of Appeals precedent, get every Member’s signature before relying on any clause in this Agreement.

**ARTICLE II  
DEFINITIONS**

As used in this Agreement, the following terms have the meanings set forth below:

- (a) “Act” means the Missouri Limited Liability Company Act, Chapter 347, RSMo, as amended.
- (b) “Agreement” means this Operating Agreement, as amended.
- (c) “Articles” means the Company’s Articles of Organization (Form LLC 1) filed with the Missouri Secretary of State, Corporations Division, as amended.
- (d) “Capital Account” means the account maintained for each Member reflecting contributions, allocated profits/losses, and distributions.

- (e) “Capital Contribution” means cash, property, or services contributed by a Member, as documented in Exhibit 1.
- (f) “Ownership Interest” means a Member’s percentage interest in the Company as set forth in Exhibit 1.
- (g) “Membership Interest” means personal property assignable under RSMo § 347.115; assignees receive economic rights only unless admitted as Members.
- (h) “Authorized Persons” means the Members (in a member-managed LLC) or the Managers (in a manager-managed LLC) as used in RSMo § 347.079.
- (i) “SOS” means the Missouri Secretary of State, Corporations Division.
- (j) “Withdrawal” means voluntary withdrawal under RSMo § 347.121 or an event of withdrawal under § 347.123.
- (k) “Winding-Up Notice” means the Notice of Winding Up (Form LLC 13) required to be filed with the SOS upon dissolution under RSMo § 347.137.

## **ARTICLE III CAPITAL CONTRIBUTIONS AND ACCOUNTS**

### **III.01 Initial Capital Contributions.**

Each Member’s initial Capital Contribution and Ownership Interest are set forth in Exhibit 1. Under RSMo § 347.101, if this Agreement were silent, distributions would first return contributions to members, then be split EQUALLY among all members — regardless of ownership percentages. This Agreement expressly overrides that default.

### **III.02 Capital Accounts.**

The Company shall maintain a separate Capital Account for each Member. Capital Accounts shall be credited with contributions and allocated profits, and debited with distributions and allocated losses, consistent with Treasury Regulation § 1.704-1(b)(2)(iv).

### **III.03 Additional Contributions.**

No Member shall be required to make any additional Capital Contribution. Any decision to determine, modify, or release contribution obligations requires UNANIMOUS member approval by default under RSMo § 347.079.3(6). Additional contributions must be documented in a written amendment to Exhibit 1.

### **III.04 No Interest on Contributions.**

No Member is entitled to receive interest on any Capital Contribution unless separately agreed in writing.

**ARTICLE IV  
ALLOCATIONS AND DISTRIBUTIONS**

**IV.01 Profit and Loss Allocation.**

Profits and losses shall be allocated among the Members in proportion to their Ownership Interest percentages in Exhibit 1, overriding the statutory default under RSMo § 347.111.

**IV.02 Distributions.**

Distributions shall be made at such times and amounts as determined by the Authorized Persons, in proportion to each Member's Ownership Interest in Exhibit 1. This overrides the Missouri default distribution rule under RSMo § 347.101 (which first returns contributions, then splits equally). Distributions authorized by:

**Authorized by:**

|  |
|--|
|  |
|--|

**IV.03 Tax Distributions.**

To the extent funds are available, the Company shall make annual tax distributions estimated to cover each Member's income tax liability attributable to Company income, before any discretionary distributions.

**IV.04 Missouri Tax Compliance.**

Federal tax classification follows IRS check-the-box rules: single-member LLCs are disregarded entities; multi-member LLCs are partnerships by default. Corporate treatment may be elected via IRS Form 8832 (C corp) or Form 2553 (S corp). Missouri LLCs taxed as partnerships or S corporations may elect the Missouri Pass-Through Entity Tax via Form MO-PTE; the MO-PTE return is due the 15th day of the 4th month after year-end; no estimated PTE payments required. The 2025 Missouri individual income tax rate reaches 4.7%. Missouri LLCs have NO annual report and no identified franchise tax obligation.

**ARTICLE V  
MANAGEMENT — MANAGER-MANAGED**

**V.01 Manager-Managed Structure.**

The Company is manager-managed. The Articles of Organization state that management is vested in managers, as required by RSMo § 347.039(1)(4). Under RSMo § 347.079.2, management authority is vested in one or more managers. Managers need NOT be members or even natural persons unless this Agreement requires.

**V.02 Initial Manager(s).**

The initial Manager(s) of the Company are:

**Manager 1 Name:**

**Manager 1 Address:**

**Manager 2 Name (if any):**

**Manager 2 Address:**

**V.03 Manager Authority — Ordinary Course.**

Each Manager may bind the Company in the ordinary course, including:

- (a) Executing contracts and instruments on behalf of the Company.
- (b) Opening and managing bank accounts and credit facilities.
- (c) Hiring, supervising, and terminating employees and contractors.
- (d) Acquiring, encumbering, and disposing of Company assets in the ordinary course.
- (e) Filing any required documents with the Missouri Secretary of State, Corporations Division.

**V.04 Voting Among Managers.**

Under RSMo § 347.079.4, ordinary-course Manager decisions require approval by more than one-half by NUMBER of the Managers. Elected threshold:

**Manager ordinary threshold:**

**V.05 Actions Requiring Member Approval.**

Under RSMo § 347.079.3, the following still require unanimous Member approval by default (the Agreement may lower these thresholds):

- (a) Amending a written operating agreement.
- (b) Issuing a membership interest and admitting a new member.
- (c) Approving a merger or consolidation.
- (d) Switching between member-managed and manager-managed status.
- (e) Authorizing transactions outside the Company's usual course of business.
- (f) Determining, modifying, or releasing contribution obligations.

Member extraordinary threshold elected:

**Member extraordinary:**

**V.06 Non-Manager Member Duties.**

In a manager-managed LLC, a non-manager Member owes NO fiduciary duties to the Company or other Members solely by virtue of membership, except as provided in RSMo § 347.088.4 or this Agreement.

**V.07 Manager Fiduciary Duties.**

Managers owe duties under RSMo § 347.088, including a duty of care and duty of good faith. The operating agreement may expand, restrict, or eliminate these duties to the extent permitted by law (RSMo § 347.081.2).

**V.08 Manager Selection and Removal.**

If this Agreement is silent on Manager selection or removal, a MAJORITY BY NUMBER of Members controls those decisions (RSMo § 347.079.2). Elected threshold:

**Manager selection / removal:**

**V.09 Member Withdrawal.**

Under RSMo § 347.121, if this Agreement does not specify otherwise, a Member may withdraw on 90 days' prior written notice. After withdrawal, the withdrawn Member has 180 days to demand a fair-value distribution if the business continues (RSMo § 347.103).

**Withdrawal conditions:**

**ARTICLE VI  
TRANSFER OF MEMBERSHIP INTERESTS**

**VI.01 Assignability.**

Under RSMo § 347.115, a Membership Interest is personal property and is assignable unless this Agreement restricts transfers. Assignment transfers only economic rights (the right to receive distributions); an assignee does NOT become a Member unless formally admitted under this Agreement or the statute.

**VI.02 Transfer Restrictions.**

The Members impose the following restrictions on transfers:

**Transfer restrictions:**

**VI.03 Right of First Refusal.**

Before transferring any Membership Interest to a third party, the transferring Member shall first offer it pro-rata to the remaining Members at the proposed price. Remaining Members shall have:

**Days to exercise ROFR:**

**VI.04 Admission of Assignee as Member.**

Under RSMo § 347.113, if this Agreement is silent, admitting an assignee as a full Member requires WRITTEN CONSENT OF ALL MEMBERS. Elected procedure:

**Admission procedure:**

**VI.05 Events of Withdrawal.**

Under RSMo § 347.123, involuntary withdrawal events include: assignment of the member’s entire interest, bankruptcy, death, and incompetency. Each event may trigger buyout obligations and dissolution analysis.

**ARTICLE VII  
MEMBER RIGHTS AND OBLIGATIONS**

**7.01 Limitation on Member Authority.**

In a manager-managed LLC, Members are NOT Authorized Persons for ordinary-course management purposes. Management authority is vested in the Manager(s) per Article V (RSMo § 347.079.2).

**7.02 Non-Manager Members Owe No Management Duties.**

Under RSMo § 347.088.4, a non-manager Member owes NO fiduciary duties to the Company or other Members solely by virtue of being a Member. This makes the manager-managed structure suitable for passive investor Members who want economic rights without governance obligations.

**7.03 Member Reserved Voting Rights.**

Members retain unanimous approval rights on the major actions listed in Section 5.05 of this Agreement (RSMo § 347.079.3), subject to any reduced threshold elected.

**ARTICLE VIII  
ADMISSION OF NEW MEMBERS**

**8.01 Admission Requirements.**

Admitting a new Member requires WRITTEN CONSENT OF ALL existing members by default (RSMo §§ 347.113 and 347.079.3(2)). Elected procedure:

**Admission procedure:**

**ARTICLE IX**  
**LIABILITY SHIELD AND INDEMNIFICATION**

**IX.01 Liability Shield.**

Under RSMo § 347.057, Members and Managers are not personally liable for the debts, liabilities, and obligations of the Company solely by reason of being Members or Managers. Missouri’s freedom-of-contract policy (RSMo § 347.081.2) supports broad contractual structuring of this protection.

**IX.02 Indemnification.**

Chapter 347 does not prescribe a mandatory indemnification checklist; indemnification is handled contractually under Missouri’s freedom-of-contract framework. The Company shall indemnify Members, Managers, and agents as follows:

**Indemnification scope:**

|  |
|--|
|  |
|--|

**IX.03 Non-Waivable Good Faith.**

While the operating agreement may expand or restrict fiduciary duties under RSMo § 347.088, any such modifications must not contradict Chapter 347 or other applicable law. Provisions eliminating ALL duties should be reviewed by a Missouri attorney to ensure compliance.

**IX.04 Insurance.**

The Company may purchase and maintain insurance on behalf of any Member, Manager, or agent against liability asserted against them in such capacity.

**ARTICLE X**  
**DISSOLUTION AND WINDING UP**

**X.01 Dissolution Events.**

The Company shall dissolve upon (RSMo § 347.137):

- (a) An event or date stated in the Articles or this Agreement.
- (b) Written consent of all Members.
- (c) An event of withdrawal followed by a majority-of-remaining-members vote to dissolve within 90 days.
- (d) No Members remaining, subject to statutory continuation mechanisms.
- (e) Judicial decree (RSMo § 347.143).
- (f) A merger or consolidation where the Company is not the surviving entity.

**X.02 Continuation Clause.**

Notwithstanding Section {p}.01(c), upon the death, disability, or withdrawal of a Member, the remaining Members may elect to CONTINUE the Company by unanimous written consent within 90 days, overriding the dissolution default.

**X.03 Winding-Up Notice — Missouri Filing Trap.**

IMPORTANT: Under RSMo § 347.137, as soon as possible after a dissolution trigger, the Company must file a Notice of Winding Up (Form LLC 13) with the Missouri Secretary of State, Corporations Division. Filing fee: \$25 (current SOS fee schedule). Failure to file this notice before completing termination can expose the Company to continuing obligations.

**X.04 Claims Bar Periods.**

After dissolution, written notice to known claimants must set a deadline of at least 90 days (RSMo § 347.141). Unknown claims are barred unless suit is commenced within 3 YEARS after the Notice of Winding Up is filed or published, whichever occurs later.

**X.05 Winding Up and Distribution.**

Upon dissolution (RSMo § 347.139): (a) collect and liquidate assets; (b) pay creditors; (c) establish reserves; (d) distribute remaining assets to Members in proportion to positive Capital Account balances, then in proportion to Ownership Interest percentages.

**X.06 Articles of Termination.**

After winding up is complete, file Articles of Termination (Form LLC 5) with the Missouri Secretary of State, Corporations Division to terminate the Company’s legal existence. Filing fee: \$25.

**X.07 Series LLC Note.**

If the Company has established designated series under RSMo § 347.186, dissolution of the Company does not automatically dissolve each series. Each series’ dissolution must be addressed according to the terms established for that series in this Agreement.

**ARTICLE XI  
AMENDMENTS**

**XI.01 Amendment Procedure.**

Under RSMo § 347.079.3(1), amending a written operating agreement requires UNANIMOUS member approval by default. The Members elect a different threshold:

**Amendment threshold:**

**XI.02 Execution Requirement.**

All amendments must be in writing and signed by all Members (or the elected approval threshold). Missouri law recognizes oral agreements among members (RSMo § 347.015(13)), but an oral amendment to this written Agreement is not sufficient. Recent Missouri Court of Appeals precedent confirms that if an agreement requires all member signatures, a missing signature can defeat the enforcement of any affected provision.

**XI.03 Records.**

All amendments shall be maintained with the Company’s records under RSMo § 347.091.

**ARTICLE XII  
GENERAL PROVISIONS**

**XII.01 Entire Agreement.**

This Agreement and the Articles of Organization constitute the entire agreement among the Members with respect to the subject matter hereof and supersede all prior oral, written, and implied arrangements.

**XII.02 Severability.**

If any provision is found invalid or unenforceable, the remaining provisions continue in full force.

**XII.03 Governing Law.**

This Agreement shall be governed by the laws of the State of Missouri, specifically the Missouri Limited Liability Company Act, Chapter 347, RSMo.

**XII.04 Dispute Resolution.**

Disputes shall be submitted to mediation, then binding arbitration. CRITICAL: Under recent Missouri Court of Appeals precedent, this arbitration clause is enforceable ONLY if all Members have signed this Agreement. A Member who has not signed cannot be compelled to arbitrate.

**Forum:**

**XII.05 Notices.**

All notices shall be in writing and delivered by personal delivery, certified U.S. mail, or e-mail with confirmation.

**XII.06 Counterparts and Signatures.**

This Agreement may be executed in counterparts, including electronically. Missouri does not require notarization, but notarizing signatures adds evidentiary weight. This Agreement is NOT filed with the Missouri Secretary of State, Corporations Division.

**XII.07 No Third-Party Beneficiaries.**

This Agreement is for the sole benefit of the Members and the Company.

**XII.08 Further Assurances.**

Each Member shall execute additional documents and take actions reasonably necessary to carry out the purposes of this Agreement.

**XII.09 Freedom of Contract.**

The Members acknowledge that RSMo § 347.081.2 declares the policy of Missouri to give maximum effect to the freedom of contract and enforceability of operating agreements. This Agreement shall be construed to give maximum effect to this policy.

**SIGNATURE PAGE — MANAGERS**

IN WITNESS WHEREOF, the Manager(s) have executed this Operating Agreement. Articles of Organization must state 'manager-managed' (RSMo § 347.039(1)(4)). Each signature is REQUIRED for enforceability of all provisions, including the dispute-resolution clause.

**Company Name:**   
**Effective Date:**

**Manager 1 Signature:** \_\_\_\_\_

**Printed Name:**

**Date:**

**Address:**

**Manager 2 (if any) Signature:** \_\_\_\_\_

**Printed Name:**

**Date:**

**Address:**

**SIGNATURE PAGE — MEMBERS**

The Members hereby adopt this Operating Agreement pursuant to RSMo § 347.081.1. All Member signatures are required.

**Member 1 Signature:** \_\_\_\_\_

**Printed Name:**

**Date:**

**Address:**

**Member 2 Signature:** \_\_\_\_\_

**Printed Name:**

**Date:**

**Address:**

**Member 3 Signature:** \_\_\_\_\_

**Printed Name:**

**Date:**

**Address:**

*(Attach additional signature pages for additional Members.)*

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**EXHIBIT 1**  
**CAPITAL CONTRIBUTIONS AND OWNERSHIP INTERESTS**

**Company Name:**

| Member / Manager Name                                    | Address  | Role  | Contribution (\$)  | Ownership (%)   |
|--|--|---|--|---|
| <input style="width: 180px; height: 20px;" type="text"/> | <input style="width: 180px; height: 20px;" type="text"/> | <input style="width: 80px; height: 20px;" type="text"/> | <input style="width: 120px; height: 20px;" type="text"/> | <input style="width: 80px; height: 20px;" type="text"/> |
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**Total Ownership:**  %

Articles of Organization must state 'manager-managed' (RSMo § 347.039(1)(4)). This Exhibit overrides the default distribution rule (RSMo § 347.101) and profit/loss default (RSMo § 347.111). Managers need not be members or individuals (RSMo § 347.079.2).

## LEGAL DISCLAIMER

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### Your Missouri LLC Resources:

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