**OPERATING AGREEMENT OF**

****

**YOUR LLC BUSINESS NAME HERE**

A Mississippi Limited Liability Company

**MISSISSIPPI**

**2022**

**Table of Contents:**

ARTICLE I 3

FORMATION 3-4

ARTICLE II 4-5

MANAGER| MEMBER(S) 4-5

ARTICLE III 4-5

CAPITAL 4-5

ARTICLE IV 5

PROFITS AND LOSSES AND DISTRIBUTIONS 5

ARTICLE V 5

ADMINISTRTION OF COMPANY BUSINESS 5

ARTICLE VI 6

ACCOUNTING AND RECORDS 6

ARTICLE VII 6

DISSOLUTION AND WINDING UP 6

ARTICLE VIII 6-7

INDEMNIFICATION AND LIBILITY LIMITATION 6-7

ARTICLE IX 7-7

MISCELLANEOUS 7-7

**OPERATING AGREEMENT**

**OF**

**YOUR BUSINESS NAME HERE LLC**

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A Mississippi Limited Liability Company

 The party to this agreement (the “Manager”) is signing this agreement for the purpose of forming a Mississippi Limited Liability Company pursuant to the Your State Law Here (Limited Liability Company.

 **ARTICLE I**

**1. FORMATION**

 **1.1 Name.** The name of this limited liability company (the "Company") is **Your Business LLC Name Here**.

 **1.2 Articles of Organization.** Articles of organization for the Company were filed with the Secretary of State for the state of Mississippi on January 13, 2022.

 **1.3 Duration.** The Company will exist until dissolved as provided in this agreement.

 **1.4 Principal Office.** The Company’s principal office will initially be at **665 S. Pear Orchard Rd, Ste 106-853, Madison County Mississippi**, but may be relocated by the Manager at any time.

 **1.5 Designated Office and Agent for Service of Process.** The Company's initial designated office will be at **665 S. Pear Orchard Rd, Ste 106-853, Madison County Mississippi**, and the name of its initial agent for service of process at that address will be **665 S. Pear Orchard Rd, Ste 106-853, Madison County Mississippi**. The Company’s designated office and its agent for service of process may only be changed by filing notice of the change with the Secretary of State of **Mississippi** in which the articles of organization of the Company were filed.

 **1.6 Purposes and Powers.** The Company is formed for the purpose of engaging in any lawful business that a limited liability company may engage in under the Act. The Company has the power to do all things necessary, incident, or in furtherance of that business.

 **1.7 Title to Assets.** Title to all assets of the Company will be held in the name of the Company. The Manager does not have any right to the assets of the Company or any ownership interest in those assets except indirectly as a result of the Manager’s ownership of an interest in the Company.

**ARTICLE II**

**2. MANAGER(S)**

 **2.1 Name and Address.** The name and address of the sole Manager of the Company is: **YOUR NAME HERE**.

 **2.2 Termination of Manager's Interest.** The Manager will cease to be a Manager of the Company upon the Manager's death, incompetency, or bankruptcy, or upon assignment of the Manager's entire Manager interest. Unless there are one or more other Manager(s) of the Company, the person who is the holder of the Manager's interest immediately after the Manager ceases to be a Manager will become a Manager. If there are one or more other Manager of the Company at the time the Manager ceases to be a Manager, the person who is the holder of the Manager’s interest immediately after the Manager ceases to be a Manager will become a Manager only with the consent of the other Manager.

 **2.3 Additional Manager| Members.** Except for the holder of a Manager| Member's interest who becomes a Manager under the provisions of the section of this agreement relating to termination of Manager| Member's interest, additional Manager| Members of the Company may be admitted only by written agreement of the Manager and the additional Manager| Members.

**ARTICLE III**

**3. CAPITAL**

 **3.1 Initial Capital Contribution.** The initial capital contribution of the Manager will be made by the Manager| Member's transferring to the Company all of the assets of the business currently being operated by the Manager as a sole proprietorship under the name \*, subject to all of the liabilities of such business. The assets and liabilities of such business are described on the balance sheet of the business attached to this agreement as Exhibit A. The transfer will be made promptly following the signing of this agreement.

 **3.2 Additional Contributions.** Except as otherwise provided in the Act, the Manager is not required to contribute additional capital to the Company. But the Manager may make additional capital contributions to the Company from time to time as the Manager wishes.

 **3.3 No Interest on Capital Contributions.** No interest will be paid on capital contributions.

 **3.4 Capital Account.** A capital account will be maintained for the Manager| Member. The Manager| Member's capital account will be credited with all capital contributions made by the Manager and with all income and gain (including any income exempt from federal income tax) of the Company, and the Manager’s capital account will be charged with the amount of all distributions made to the Manager and with all losses and deductions (including deductions attributable to tax-exempt income) of the Company.

**ARTICLE IV**

**4. PROFITS AND LOSSES AND DISTRIBUTIONS**

 **4.1 Profits and Losses.**  The entire net profit or net loss of the Company for each fiscal year will be allocated to the Manager and must be reported by the Manager on all federal, state, and local income and other tax returns required to be filed by the Manager.

 **4.2 Distributions.** Subject to the restrictions governing distributions under the Act, the Company may make distributions of cash or property from time to time to the Manager, as the Manager directs. But the assets of the Company may not be used to pay the separate expenses of the Manager| Member, to make personal investments for the account of the Manager| Member, or for any other purpose not related to the business of the Company.

**ARTICLE V**

**5. ADMINISTRATION OF COMPANY BUSINESS**

 **5.1 Management.** The Manager has the sole right to manage and conduct the Company’s business. Actions by the Manager relating to the management of the Company may be memorialized in written resolutions signed by the Manager, but written resolutions are not required to authorize action by the Manager.

 **5.2 Authority of Manager.** The Manager is the agent of the Company and has authority to bind the Company on all matters. The authority of the Manager includes, without limitation, the authority to: (a) sell, lease, exchange, mortgage, pledge, or otherwise transfer or dispose of all or substantially all of the property or assets of the Company; (b) merge the Company with any other entity; (c) amend the articles of organization of the Company or this agreement; (e) change the nature of the business of the Company; or (f) commence a voluntary bankruptcy case for the Company.

 **5.3 Compensation and Reimbursement.** The Manager is not entitled to the payment of any salary or other compensation for services provided to the Company. The Manager is, however, entitled to reimbursement from the Company for reasonable expenses incurred on behalf of the Company, including expenses incurred in the formation, dissolution, and liquidation of the Company.

**ARTICLE VI**

**6. ACCOUNTING AND RECORDS**

 **6.1 Books and Records.** The Company may keep such books and records relating to the operation of the Company as are appropriate and adequate for the Company's business. The books and records are to be available for inspection by the Manager at the principal office of the Company.

 **6.2 Separate Accounts.** The funds, assets, properties, and accounts of the Company must be maintained separately, and may not be commingled with those of the Manager or any other person.

 **6.3 Fiscal Year.** The fiscal year of the Company will be the calendar year.

**ARTICLE VII**

**7. DISSOLUTION AND WINDING UP**

 **7.1 Events of Dissolution.** The Company will dissolve upon the earlier of (a) approval of dissolution by the Manager or (b) such time as the Company has no Manager| Members. Neither the death, incompetency, or bankruptcy of the Manager nor the assignment of the Manager's entire interest will dissolve the Company.

 **7.2 Winding Up and Liquidation.** Upon the dissolution of the Company, the affairs of the Company must be wound up by the Manager. If the affairs of the Company are to be wound up, a full account must be taken of the assets and liabilities of the Company, and the assets of the Company must then be promptly liquidated. The proceeds must first be paid to creditors of the Company in satisfaction of all liabilities and obligations of the Company, including, to the extent permitted by law, liabilities and obligations owed to the Manager as a creditor. Any remaining proceeds may then be distributed to the Manager| Member. Property of the Company may be distributed in kind in the process of winding up and liquidation.

 **7.3 Negative Capital Account.** If the Manager has a negative balance in the Manager's capital account upon liquidation of the Company, the Manager will have no obligation to make any contribution to the capital of the Company to make up the deficit, and the deficit will not be considered a debt owed to the Company or any other person for any purpose.

**ARTICLE VIII**

**8. INDEMNIFICATION AND LIABILITY LIMITATION**

 **8.1 Indemnification.** The Company must indemnify the Manager to the fullest extent permissible under the law of the state of **Your State Here** in which the articles of organization of the Company have been filed, as the same exists or may hereafter be amended, against all liability, loss, and costs (including, without limitation, attorneys’ fees) incurred or suffered by the Manager by reason of or arising from the fact that the Manager is or was a Manager of the Company, or is or was serving at the request of the Company as a manager, Manager, director, officer, partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. The Company may, by action of the Manager, provide indemnification to employees and agents of the Company who are not Manager. The indemnification provided in this section will not be exclusive of any other rights to which any person may be entitled under any statute, agreement, resolution of the Manager, contract, or otherwise.

 **8.2 Limitation of Liability.** The Manager is not liable to the Company for monetary damages resulting from the Manager’s conduct except to the extent that the Act, as it now exists or may be amended in the future, prohibits the elimination or limitation of liability of Manager of limited liability companies. No repeal or amendment of this section or of the Act will adversely affect any right or protection of the Manager for actions or omissions prior to the repeal or amendment.

**ARTICLE XI**

**9. MISCELLANEOUS PROVISIONS**

 **9.1 Amendment.** The Manager may amend or repeal all or part of this agreement by written instrument.

 **9.2 Governing Law.** This agreement will be governed by the law of **Your State Here** in which the articles of organization of the Company have been filed.

 **9.3 Severability.** If any provision of this agreement is invalid or unenforceable, it will not affect the remaining provisions.

**Manager**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Your Name Here

Signature of Manager

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTARY SEAL OF ACKNOWLEDGMENT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State of Your State Here

County of Your County Here

On before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Mississippi that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

 (Seal)

**INITIAL CAPITAL CONTRIBUTIONS**

**SCHEDULE A**

The Managers’ total initial contribution to the Company capital is $

The description and each individual portion of this initial contribution are as follows:

|  |  |  |
| --- | --- | --- |
| NAME | Contribution (Ownership Interest) $ | Percentage Ownership Interest (%) |
| Your Name Here | $15,000 | 100% |
|  |  |  |
|  |  |  |
| Total |  |  |

Signed and agreed as of January 13, 2022

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Your Name Here| Manager

**NAMES AND ADDRESSES**

**SCHEDULE B**

As of 01/13/2021, the following is a list of Managers and Employees of the Company:

|  |  |  |
| --- | --- | --- |
| NAME | Member Classification | Address |
| Your Name Here | Manager | Your Address Here |
| TBD | Secretary| Legal Support | N/A |
| TBD | Assistant Manager | N/A |
|  |  |  |

Authorized by Manager(s) as of January 13, 2022

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Your Name Here| Manager