

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

A OKLAHOMA LIMITED LIABILITY COMPANY

This LIMITED LIABILITY COMPANY OPERATING AGREEMENT (the “Agreement”) is entered into effective as of the date of fo

ARTICLE I – FORMATION

1.1 Formation. The Members hereby form a Limited Liability Company (“Company”) pursuant to the Oklahoma Limited Liability Company Act (the “Act”), as amended from time to time, and in accordance with the terms of this Agreement.

1.2 Name. The name of the Company is _____.

1.3 Principal Place of Business. The principal place of business shall be located at _____ or such other place as the Members may determine.

1.4 Registered Agent. The registered agent and registered office shall be as set forth in the Articles of Organization filed with the Oklahoma Secretary of State, or as otherwise designated by the Members.

ARTICLE II – DEFINITIONS

Definitions of terms used in this Agreement shall have the meanings ascribed to them in the Act, except as otherwise defined herein.

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 incidental thereto.

ARTICLE IV – MEMBERS

4.1 Initial Members. The persons executing this Agreement are the initial Members of the Company. Their names, addresses, Capital Contributions, and Percentage Interests are set forth below:

Member Name	Address	Capital Contribution	Percentage Int
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4.2 Admission of Additional Members. Additional Members may be admitted only with the unanimous written consent of the existing Members, upon such terms and conditions as are determined by the Members.

ARTICLE V – CAPITAL CONTRIBUTIONS

5.1 Initial Contributions. The Members have contributed Capital Contributions as set forth above.

5.2 Additional Contributions. No Member shall be required to make additional Capital Contributions. Additional contributions shall be made only upon unanimous written consent of the Members.

ARTICLE VI – ALLOCATIONS AND DISTRIBUTIONS

6.1 Profits and Losses. Profits and losses shall be allocated to the Members in accordance with their respective Percentage Interests.

6.2 Distributions. Distributions of cash or other assets shall be made to the Members at such times and in such amounts as determined by the Members, in proportion to their Percentage Interests unless otherwise unanimously agreed.

ARTICLE VII – MANAGEMENT

7.1 Management by Members. The Company shall be managed by its Members. Each Member shall have voting rights in proportion to their Percentage Interest.

7.2 Authority. No Member acting alone shall bind the Company except as authorized by the Members or as otherwise provided in this Agreement.

ARTICLE VIII – MEETINGS AND VOTING

8.1 Meetings. Meetings of the Members may be called by any Member. Notice of any meeting shall be given to all Members at least five (5) days prior to the meeting.

8.2 Voting. Unless otherwise provided in this Agreement, all decisions shall require the affirmative vote of Members holding more than fifty percent (50%) of the Percentage Interests.

ARTICLE IX – ACCOUNTING AND RECORDS

9.1 Books and Records. The Company shall maintain complete and accurate books and records of its operations and financial affairs.

9.2 Fiscal Year. The fiscal year of the Company shall end on December 31 of each year.

ARTICLE X – DISSOLUTION AND TERMINATION

10.1 Events of Dissolution. The Company shall be dissolved upon the occurrence of any event requiring dissolution under the Act or by unanimous consent of the Members.

10.2 Winding Up. Upon dissolution, the Company shall wind up its affairs, liquidate assets, satisfy liabilities, and distribute any remaining assets to the Members in accordance with their Percentage Interests.

ARTICLE XI – TRANSFER OF INTERESTS

No Member may transfer all or any part of their interest in the Company except with the unanimous written consent of the other Members and in compliance with applicable law.

ARTICLE XII – INDEMNIFICATION

The Company shall indemnify and hold harmless the Members and Managers to the fullest extent permitted by law against any claims or liabilities arising from actions performed in good faith on behalf of the Company.

ARTICLE XIII – AMENDMENTS

This Agreement may be amended only by written agreement signed by all Members.

ARTICLE XIV – MISCELLANEOUS

14.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its conflict of law principles.

14.2 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14.3 Entire Agreement. This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements and understandings.

14.4 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and all of which constitute one instrument.

MEMBER SIGNATURE

Signature: _____

MEMBER SIGNATURE

Signature: _____

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