

Holding Company Operating Agreement

This **Holding Company Operating Agreement** ("**Agreement**") is entered into and made effective as of _____ ("**Effective Date**") by and among the following members (collectively, the "**Members**"):

Member 1

Member 2

The Members hereby establish and agree to operate a holding company under the terms and conditions set forth in this Agreement.

WHEREAS, the Members desire to form and operate a holding company for the purpose of owning, managing, controlling, investing in, and overseeing interests in one or more subsidiary entities, investments, assets, or affiliated businesses;

WHEREAS, the Members wish to define their respective rights, obligations, ownership interests, management authority, and financial arrangements relating to the holding company;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the Members agree as follows:

1. Formation

The Members hereby establish a limited liability company known as _____ (the "**Company**").

The Company shall be formed and maintained in accordance with applicable laws governing limited liability companies in the jurisdiction where it is organized.

The Company shall exist upon the filing of any required organizational documents and shall continue until dissolved in accordance with this Agreement.

2. Purpose

The purpose of the Company is to:

- Acquire, own, hold, manage, and dispose of ownership interests in subsidiary entities and affiliated businesses;
- Hold and manage investments, securities, intellectual property, real estate, and other assets;
- Provide strategic oversight, administrative support, financing, governance, and management services to subsidiaries when appropriate;
- Engage in any lawful activity consistent with the objectives of a holding company.

The Company shall not directly engage in business activities prohibited by applicable law.

3. Principal Place of Business

The principal place of business of the Company shall be located at:

The Company may establish additional offices or locations as determined by the Members.

4. Term

The Company shall commence on the Effective Date and shall continue until dissolved in accordance with this Agreement.

5. Members and Ownership Interests

The Members and their ownership interests are as follows:

Member	Ownership Percentage	Initial Capital Contribution

Ownership interests shall determine each Member's economic rights unless otherwise provided in this Agreement.

No ownership interest shall be transferred except in accordance with the Transfer of Interests clause.

6. Capital Contributions

Each Member shall contribute the capital set forth in the table above.

Additional capital contributions shall not be required unless approved by Members holding at least _____% of ownership interests.

A Member who elects not to participate in an approved capital contribution shall not be relieved of obligations otherwise imposed by this Agreement.

The Company may accept additional contributions upon terms approved by the Members.

7. Company Assets

All assets acquired by the Company shall be owned solely by the Company and not by any individual Member.

Company assets may include:

- Ownership interests in subsidiaries;
- Stocks, bonds, and investment securities;
- Intellectual property;
- Real estate holdings;
- Cash reserves and financial accounts;
- Any other assets acquired by the Company.

Members shall have no personal ownership rights in specific Company assets.

8. Subsidiaries and Investments

The Company may establish, acquire, invest in, or dispose of subsidiary entities and investments as approved by the Members.

Ownership interests held by the Company in subsidiaries shall be recorded in Company records.

The Company may provide management oversight, funding, administrative services, or strategic direction to subsidiaries as determined by the Members.

9. Management

The Company shall be managed by _____.

Management shall have authority to conduct Company business, execute agreements, manage investments, oversee subsidiaries, and perform all acts reasonably necessary to carry out the Company's purposes.

Management shall act in good faith and in the best interests of the Company.

10. Voting Rights

Each Member shall possess voting rights proportional to their ownership interest unless otherwise agreed in writing.

The following actions shall require approval of Members holding at least _____% of ownership interests:

- Admission of new Members;
- Sale of substantially all Company assets;
- Acquisition or disposal of significant subsidiary interests;
- Merger, consolidation, or reorganization of the Company;
- Amendment of this Agreement;
- Dissolution of the Company.

Voting may occur at meetings or through written consent.

11. Meetings

Regular meetings of the Members may be held at times determined by the Company.

Special meetings may be called by management or by Members holding at least _____% of ownership interests.

Notice of meetings shall be provided at least [Number] days before the meeting date and shall include the matters to be discussed.

Participation through electronic communication methods shall be permitted.

12. Books, Records, and Reporting

The Company shall maintain complete and accurate books and records concerning:

- Company finances;
- Ownership interests;
- Capital contributions;
- Subsidiary ownership records;
- Major business transactions;
- Meeting minutes and resolutions.

Each Member shall have reasonable access to Company records during normal business hours upon reasonable notice.

Management shall provide periodic financial reports to the Members.

13. Bank Accounts

Company funds shall be maintained in accounts established in the Company's name.

Withdrawals and transfers shall be authorized in accordance with procedures approved by management or the Members.

Company funds shall not be commingled with personal funds of any Member.

14. Allocation of Profits and Losses

Profits and losses shall be allocated among the Members in proportion to their ownership interests unless otherwise approved in writing by all Members.

Allocations shall be reflected in the Company's financial records.

15. Distributions

Cash or property distributions may be made at times and in amounts determined by the Members after considering:

- Operational needs;
- Investment requirements;
- Debt obligations;
- Regulatory requirements;
- Reasonable reserves.

Distributions shall generally be made according to ownership interests unless otherwise unanimously approved.

16. Tax Matters

The Company shall maintain appropriate tax records and filings as required by applicable law.

The Members shall cooperate in providing information reasonably necessary for tax reporting purposes.

The Company may designate a tax representative or responsible person to manage tax-related matters.

17. Confidentiality

Members shall maintain the confidentiality of non-public information relating to the Company, its subsidiaries, investments, finances, operations, business plans, and strategic activities.

Confidential information shall not be disclosed except when authorized by the Company or required by law.

These obligations shall survive withdrawal, transfer, or termination of membership.

18. Transfer of Interests

No Member may sell, assign, pledge, transfer, or otherwise dispose of any ownership interest without prior written approval from Members holding at least _____% of ownership interests.

A proposed transferee may be admitted as a Member only upon approval by the Members.

Any unauthorized transfer shall be void to the fullest extent permitted by law.

19. Withdrawal of a Member

A Member may voluntarily withdraw from the Company upon providing at least _____ days' prior written notice.

The Company and remaining Members may purchase the withdrawing Member's interest pursuant to a valuation method approved by the Members.

Withdrawal shall not automatically dissolve the Company.

20. Admission of New Members

Additional Members may be admitted upon approval of Members holding at least _____% of ownership interests.

The admission terms shall include ownership percentage, capital contribution obligations, and any conditions approved by the existing Members.

21. Limitation of Liability

No Member, manager, officer, or authorized representative shall be personally liable for Company obligations solely by reason of acting on behalf of the Company, except to the extent liability arises from fraud, intentional misconduct, or a knowing violation of law.

22. Indemnification

To the fullest extent permitted by applicable law, the Company shall indemnify any Member, manager, officer, or authorized representative against claims, liabilities, losses, damages, costs, and expenses incurred as a result of actions taken in good faith on behalf of the Company. Indemnification shall not apply to fraud, intentional misconduct, or willful violations of law.

23. Insurance

The Company may obtain and maintain insurance coverage deemed appropriate for its operations, assets, management, and subsidiaries.

24. Dissolution

The Company may be dissolved upon:

- Written approval of Members holding at least _____% of ownership interests;
- Sale or disposition of substantially all Company assets;
- Entry of a final order requiring dissolution;
- Any other event requiring dissolution under applicable law.

Following dissolution, Company assets shall be liquidated and applied in the following order:

- First, payment of Company debts and obligations;
- Second, establishment of reasonable reserves;
- Third, distribution of remaining assets to Members according to ownership interests.

25. Amendment

This Agreement may be amended only through a written instrument approved by Members holding at least _____% of ownership interests. No oral amendment shall be effective.

26. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of _____, without regard to conflict of law principles.

28. Entire Agreement

This Agreement constitutes the entire agreement among the Members concerning the Company and supersedes all prior discussions, negotiations, understandings, and agreements relating to its subject matter.

29. Severability

If any provision of this Agreement is determined to be unenforceable, the remaining provisions shall continue in full force and effect.

30. Execution

The Members acknowledge that they have read, understood, and voluntarily entered into this Agreement and agree to be bound by its terms.

Signatures

Holding Company

Name

Date

Signature

Member 1

Name

Date

Signature

Member 2

Name

Date

Signature



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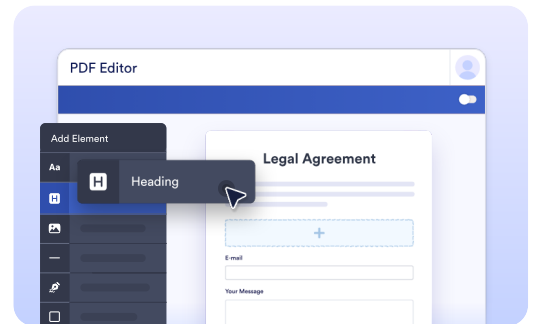
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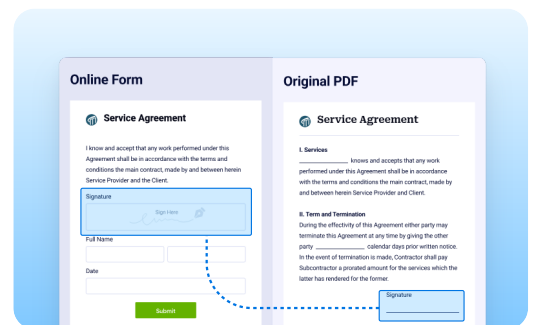
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