

# **MINNESOTA REVISED UNIFORM LIMITED LIABILITY COMPANY ACT**



Stephen M. Quinlivan  
David C. Jenson  
Jenifer L. Frohne  
Robert D. Rominski  
Stinson Leonard Street LLP  
April 11, 2014

## **TABLE OF CONTENTS**

Forming a Limited Liability Company .....	1
Shelf LLCs .....	1
Series LLCs .....	1
Governance.....	1
Members.....	2
Operating Agreement .....	3
Standards of Conduct .....	6
Distributions .....	7
Merger, Conversion and Domestication.....	8
Judicial Dissolution, Buyouts and Oppression.....	8
Indemnification and Advancement .....	9
Personal Liability of Members .....	10
Transition .....	11
Considerations for Early Adoption .....	11
Comparison of Statutes .....	12

Minnesota has adopted the Minnesota Revised Uniform Limited Liability Company Act (the “Revised Act”), which was signed into law by Minnesota Governor Mark Dayton on April 11, 2014. The Revised Act will apply to all limited liability companies (“LLCs”) formed on and after August 1, 2015 and to limited liability companies formed prior to August 1, 2015 that opt-in by amending the appropriate governing documents. Beginning on January 1, 2018, the Revised Act will apply to all limited liability companies and the existing Minnesota Limited Liability Company Act will be repealed. In general, the Revised Act adopts an approach that favors flexibility and contractual arrangements and brings Minnesota more in line with LLC law in Delaware and several other states. Highlights of the Revised Act are set forth below.

### **Forming a Limited Liability Company**

One or more persons (including corporations, partnerships, and other business entities) may act as organizers to form a limited liability company by signing and filing with the secretary of state articles of organization (322C.201). Under current Minnesota law, a limited liability company may only be organized by a natural person.

Articles of organization must state:

- the name of the limited liability company;
- the street address of the initial registered office and the name of the initial agent for service of process of the company at the registered office; and
- the name and street address of each organizer.

Generally, articles of organization may also contain statements as to matters other than those set forth above.

A limited liability company is formed when articles of organization have been filed with the secretary of state.

### **Shelf LLCs**

Until a limited liability company has or has had at least one member, the company lacks the capacity to do any act or carry on any activity except (322C.0105):

- delivering to the secretary of state for filing certain statutorily prescribed filings;
- admitting a member; and
- dissolving.

A limited liability company that has or has had at least one member may ratify an act or activity that occurred when the company lacked capacity under the foregoing paragraph.

### **Series LLCs**

The Revised Act does not authorize series LLCs.

### **Governance**

There are three alternative governance structures for LLCs: member-managed, manager-managed, and board-managed. A limited liability company is a member-managed limited liability company unless the operating agreement expressly provides otherwise. To be a manager-managed LLC, a company’s operating agreement must contain language indicating that it will be “manager-managed” or “managed by managers,” that management of the company will be “vested in

managers,” or similar language to the same effect. A board-managed LLC is a company that is under the direction of a board consisting of one or more governors. This governance structure, which is not new in Minnesota, is similar to the familiar corporate structure in which a board of directors oversees the management of the corporation and day-to-day operations are carried out by officers. To be a board-managed LLC, a company’s operating agreement must contain language indicating that it will be “board-managed” or “managed by a board,” that management of the company will be “vested in a board,” or similar language to the same effect. (322C.0407).

The Revised Act provides default rules for each governance scenario if not otherwise addressed by the operating agreement. For instance, for member-managed limited liability companies:

- the management and conduct of the company are vested in the members;
- each member has equal rights in the management and conduct of the company's activities;
- a difference arising among members as to a matter in the ordinary course of the activities of the company may be decided by a majority of the members;
- an act outside the ordinary course of the activities of the company may be undertaken only with the consent of all members; and
- the operating agreement may be amended only with the consent of all members.

## **Members**

### *Becoming a Member*

Membership in an LLC can arise immediately upon formation of the company if the members and the organizer have previously reached an agreement as to membership, or membership can arise after the LLC has been formed by the organizer. If a limited liability company is to have only one member upon formation, the person becomes a member as agreed by that person and the organizer of the company (322C.0401). That person and the organizer may be, but need not be, different persons. If different, the organizer acts on behalf of the initial member.

If a limited liability company is to have more than one member upon formation, those persons become members as agreed by the persons before the formation of the company. The organizer acts on behalf of the persons in forming the company and may be, but need not be, one of the persons.

If a limited liability company is to have no members upon formation, a person becomes an initial member of the limited liability company with the consent of a majority of the organizers. The organizers may consent to more than one person simultaneously becoming the company's initial members.

After a limited liability company has or has had at least one member, a person becomes a member:

- as provided in the operating agreement;
- as the result of a merger, conversion or domestication;
- with the consent of all the members; or
- if, within 90 consecutive days after the company ceases to have any members:
  - the last person to have been a member, or the legal representative of that person, designates a person to become a member; and
  - the designated person consents to become a member.

### *Contributions*

A person may become a member without acquiring a transferable interest and without making or being obligated to make a contribution to the limited liability company (322C.0401).

A contribution may consist of tangible or intangible property or other benefit to a limited liability company, including money, services performed, promissory notes, other agreements to contribute money or property, and contracts for services to be performed (322C.0402).

A person's obligation to make a contribution to a limited liability company is not excused by the person's death, disability, or other inability to perform personally (322C.0403). If a person does not make a required contribution, the person or the person's estate is obligated to contribute money equal to the value of the part of the contribution which has not been made, at the option of the company.

A creditor of a limited liability company which extends credit or otherwise acts in reliance on an obligation described in the foregoing paragraph may enforce the obligation.

### **Operating Agreement**

#### *In General*

An "operating agreement" is defined to be an agreement, whether or not referred to as an operating agreement and whether oral, in a record, implied, or in any combination thereof, of all the members of a limited liability company, including a sole member, concerning the matters described in the next paragraph. The term includes the agreement as amended or restated.

The operating agreement governs (322C.0110):

- relations among the members as members and between the members and the limited liability company;
- the rights and duties under this chapter of a person in the capacity of manager or governor;
- the activities of the company and the conduct of those activities; and
- the means and conditions for amending the operating agreement.

To the extent the operating agreement does not otherwise provide for a matter described in the foregoing paragraph, the Revised Act governs the matter.

#### *Restrictions*

Among other things, an operating agreement cannot:

- unreasonably restrict the duties of the company to make available, and rights of governors, managers, and members to obtain, certain information prescribed by the Revised Act;
- vary the power of a court to decree dissolution as set forth below under "*Judicial Dissolution, Buyouts and Oppression*";
- vary the requirement to wind up a limited liability company's business following dissolution and in the winding up process to discharge the company's debts and close the company's activities; or
- unreasonably restrict the right of a member to maintain direct and derivative actions.

#### *Elimination of Standards of Conduct and Other Duties*

One of the major changes in the Revised Act is flexibility to tailor the standard of conduct of members, managers and governors. Under the current law, managers and governors of a Minnesota LLC are held to a statutory standard of conduct that cannot be modified, which is a significant

difference from Delaware law. The Revised Act provides flexibility to vary the standard of conduct in the operating agreement. Although an operating agreement may not eliminate the contractual obligation of good faith and fair dealing or eliminate the duty of loyalty, the duty of care or any other fiduciary duty, except the operating agreement may, if the provision is not “manifestly unreasonable” make the following modifications:

- restrict or eliminate the duty to refrain from competing with the company or dealing as or on behalf of a party having an interest adverse to the company;
- identify specific types or categories of activities that do not violate the duty of loyalty;
- alter the duty of care, except to authorize intentional misconduct or knowing violation of law;
- alter any other fiduciary duty, including eliminating particular aspects of that duty; and
- prescribe the standards by which to measure the performance of the contractual obligation of good faith and fair dealing.

In determining whether one of the above-described provisions in an operating agreement is manifestly unreasonable the reviewing court:

- shall make its determination as of the time the challenged term became part of the operating agreement and by considering only circumstances existing at that time; and
- may invalidate the term only if, in light of the purposes and activities of the limited liability company, it is readily apparent that:
  - the objective of the term is unreasonable; or
  - the term is an unreasonable means to achieve the provision’s objective.

The operating agreement may specify the method by which a specific act or transaction that would otherwise violate the duty of loyalty may be authorized or ratified by one or more disinterested and independent persons after full disclosure of all material facts.

#### *Indemnification and Exculpation*

The operating agreement may alter or eliminate the statutory indemnification for a member, manager, or governor and may eliminate or limit a member’s, manager’s, or governor’s liability to the limited liability company and members for money damages, except for:

- breach of the duty of loyalty;
- a financial benefit received by the member or manager to which the member or manager is not entitled;
- a breach of a duty for improper distributions;
- intentional infliction of harm on the company or a member; or
- an intentional violation of criminal law.

#### *Commentary to the Revised Uniform Limited Liability Company Act*

Commentary to the Revised Uniform Limited Liability Company Act, as drafted by the National Conference of Commissioners on Uniform State Laws, includes the following explanation:

The operating agreement’s power to affect this Act’s duty of care both parallels and differs from the agreement’s power to affect this Act’s duty of loyalty as well as any other fiduciary duties not codified in the statute. With regard to all fiduciary duties, the operating agreement is subject to the “manifestly unreasonable” standard. The differences concern: (i) the extent of the operating agreement’s power to restrict the duty; and (ii) the

power of the operating agreement to provide indemnity or exculpation for persons subject to the duty.

<b>Duty</b>	<b>Operating Agreement's Power to Restrict (subject to the "manifestly unreasonable" standard)</b>	<b>Operating Agreement's Power to Provide Indemnity or Exculpation for Breaches</b>
loyalty	restrict or completely eliminate	none
care	alter, but not eliminate; specifically may not authorize intentional misconduct or knowing violation of law	complete
other fiduciary duties, not codified in the statute	restrict or completely eliminate	complete

## Standards of Conduct

Unless modified as set forth in “*Operating Agreement—Elimination of Standards of Conduct and Other Duties*,” the following standards of conduct apply (322C.0409):

Member-Managed	Manager-Managed	Board-Managed
A member of a member-managed limited liability company owes to the company and the other members the fiduciary duties of loyalty and care stated below.	Applies to the managers and not the members.	Applies to the governors and not the members.
<p>The <i>duty of loyalty</i> of a member in a member-managed limited liability company includes the duties:</p> <ul style="list-style-type: none"> <li>to account to the company and to hold as trustee for it any property, profit, or benefit derived by the member: <ul style="list-style-type: none"> <li>in the conduct or winding up of the company's activities;</li> <li>from a use by the member of the company's property, which we refer to as a “Use of Company Property Claim” or</li> <li>from the appropriation of a limited liability company opportunity;</li> </ul> </li> <li>to refrain from dealing with the company in the conduct or winding up of the company's activities as or on behalf of a person having an interest adverse to the company; and</li> <li>to refrain from competing with the company in the conduct of the company's activities before the dissolution of the company, which we refer to as the “Non-compete Duty.”</li> </ul>	<p>Applies to the managers and not the members.</p> <p>The Non-compete Duty applies until winding up is completed.</p>	<p>Applies to the governors and not the members.</p> <p>The Non-compete Duty applies until winding up is completed.</p>
Subject to the business judgment rule, the <i>duty of care</i> of a member of a member-managed limited liability company in the conduct and winding up of the company's activities is to act with the care that a person in a like position would reasonably exercise under similar circumstances and in a manner the member reasonably believes to be in the best interests of the company. In discharging this duty, a member may rely in good faith on opinions, reports, statements, or other information provided by another person that the member reasonably believes is a competent and reliable source for the information.	Applies to the managers and not the members.	Applies to the governors and not the members.
A member in a limited liability company shall discharge the member's duties and exercise any rights under the Revised Act or under the operating agreement consistently with the <i>contractual obligation of good faith and fair dealing</i> , including acting in a manner, in light of the operating agreement, that is honest, fair, and reasonable.	Applies to the members and managers.	Applies to the members and governors.



<b>Member-Managed</b>	<b>Manager-Managed</b>	<b>Board-Managed</b>
It is a defense to a Use of Company Property Claim referred to under the duty of loyalty set forth above and any comparable claim in equity or at common law that the transaction was fair to the limited liability company.	Applies to the managers and not the members.	Applies to the governors and not the members.
All of the members of a member-managed limited liability company or a manager-managed limited liability company may authorize or ratify, after full disclosure of all material facts, a specific act or transaction that otherwise would violate the duty of loyalty.	Applies only to the members.	Applies only to the members.
N/A	A member does not have any fiduciary duty to the company or to any other member solely by reason of being a member.	A member does not have any fiduciary duty to the company or to any other member solely by reason of being a member.

## **Distributions**

### *Distribution Restrictions*

A limited liability company may not make a distribution if after the distribution (322C.0405):

- the company would not be able to pay its debts as they become due in the ordinary course of the company's activities; or
- the company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the company were to be dissolved, wound up, and terminated at the time of the distribution, to satisfy the preferential rights upon dissolution, winding up, and termination of members whose preferential rights are superior to those of persons receiving the distribution.

A limited liability company may base a determination that a distribution is not prohibited under the foregoing paragraph on financial statements prepared on the basis of accounting practices and principles that are reasonable in the circumstances or on a fair valuation or other method that is reasonable under the circumstances.

### *Liability for Improper Distributions*

If a member of a member-managed limited liability company, manager of a manager-managed limited liability company, or governor of a board-managed limited liability company consents to a distribution made in violation of the standard set forth above under “*Distributions— Distribution Restrictions*” and in consenting to the distribution fails to comply with the “*Standards of Conduct*” discussed above, the member, manager, or governor is personally liable to the company for the amount of the distribution that exceeds the amount that could have been distributed in compliance with the standard set forth above under “*Distributions— Distribution Restrictions*” (322C.0406).

To the extent the operating agreement of a member-managed limited liability company expressly relieves a member of the authority and responsibility to consent to distributions and imposes that authority and responsibility on one or more other members, the liability stated in the foregoing paragraph applies to the other members and not the member that the operating agreement relieves of authority and responsibility.

A person that receives a distribution knowing that the distribution to that person was made in violation of the standard set forth above under “*Distributions— Distribution Restrictions*” is personally liable to the limited liability company but only to the extent that the distribution received by the person exceeded the amount that could have been properly paid in accordance with such standards.

An action for an improper distribution is barred if not commenced within two years after the distribution.

### **Merger, Conversion and Domestication**

The Revised Act includes comprehensive provisions permitting mergers with other organizations, conversions to other types of business organizations and changes in the jurisdiction of organization, or domestication. The default rule for each type of transaction is that the unanimous approval of all members is required unless otherwise set forth in the operating agreement.

Certain provisions of the legislation implementing the Revised Act set forth in Article 2 thereof are inconsistent with changes being contemplated for the Minnesota Business Corporation Act with respect to conversions. Unless reconciled, the provisions for conversions and domestications may be difficult to implement.

The Revised Act does not provide for statutory dissenters’ rights as does the current Minnesota limited liability company act.

### **Judicial Dissolution, Buyouts and Oppression**

Notable events of dissolution include (322C.0701):

- on application by a member, the entry by an appropriate court of an order dissolving the company on the grounds that:
  - the conduct of all or substantially all of the company’s activities is unlawful; or
  - it is not reasonably practicable to carry on the company’s activities in conformity with the articles of organization and the operating agreement; and
- on application by a member, the entry by an appropriate court of an order dissolving the company on the grounds that the managers, governors, or those members in control of the company:
  - have acted, are acting, or will act in a manner that is illegal or fraudulent; or
  - have acted or are acting in a manner that is oppressive and was, is, or will be directly harmful to the applicant;

“Oppressive,” for purposes of the above provision, means conduct:

- engaged in by one or more:
  - members in a member-managed limited liability company or who are otherwise in control of any limited liability company;
  - managers in a manager-managed limited liability company; or
  - governors of a board-managed limited liability company;
- that occurs with respect to the applicant member’s capacity as:

- a member, manager, or governor of a limited liability company; or
- an employee of a limited liability company with 35 or fewer members; and
- that is unfairly prejudicial to the applicant member in a capacity listed above because the conduct frustrated an expectation of the applicant member that:
  - is reasonable in light of the reasonable expectations of the other members;
  - was material to the applicant’s decision to become a member of the limited liability company or for a substantial time has been material during the member’s continuing membership;
  - was known to other members or that the other members had reason to know; and
  - is not contrary to the operating agreement as applied consistently with the contractual obligation of good faith and fair dealing set forth in the Revised Act.

For the purposes of the definition of “oppressive,” conduct:

- includes words, action, inaction, and any combination of words, action, or inaction; and
- is not oppressive solely by reason of a good faith disagreement as to the content, interpretation, or application of the company’s operating agreement.

The statute also provides that in a proceeding brought because of illegal, fraudulent or oppressive conduct, the court may order a remedy other than dissolution, which may include the sale for fair value of all membership interests a member owns in a limited liability company to the limited liability company or one or more of the other members. A remedy other than dissolution may be ordered in any case where that remedy would be appropriate under all the facts and circumstances of the case.

As set forth under “*Operating Agreement—Restrictions*,” the operating agreement cannot vary the power of a court to decree dissolution under the above circumstances. The operating agreement can, however, override the ability of the court to fashion alternative remedies such as buyouts. Thus, the members may agree to restrict or eliminate a court’s power to craft a lesser remedy, even to the extent of confining the court (and themselves) to the all-or-nothing remedy of dissolution.

## **Indemnification and Advancement**

The Revised Act provides for broad mandatory indemnification rights for persons serving in their “official capacity” (322C.0408) “Official capacity” is defined to mean:

- with respect to a member of a member-managed company, a manager of a manager-managed company, or a governor of a board-managed company, actions taken in that capacity;
- with respect to other persons, the elective or appointive office or position held by a manager or officer, member of a committee of the board of governors, the employment relationship undertaken by an employee of the limited liability company, or the scope of the services provided by members of the limited liability company who provide services to the limited liability company; and
- with respect to a governor, manager, member, or employee of the limited liability company who, while a member, governor, manager, or employee of the limited liability company, is or was serving at the request of the limited liability company or whose duties in that position involve or involved service as a governor, director, manager, officer, member, partner, trustee, employee, or agent of another organization or employee benefit plan, the position of that person as a governor, director, manager, officer, member, partner, trustee, employee, or agent, as the case may be, of the other organization or employee benefit plan.

A limited liability company shall indemnify a person made or threatened to be made a party to a proceeding by reason of the former or present official capacity of the person against judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorney fees and disbursements, incurred by the person in connection with the proceeding, if, with respect to the acts or omissions of the person complained of in the proceeding, the person:

- has not been indemnified by another organization or employee benefit plan for the same costs incurred by the person in connection with the proceeding with respect to the same acts or omissions;
- acted in good faith;
- received no improper personal benefit and complied with the duties related to declaring distributions and as set forth under “*standards of conduct*,” if applicable;
- in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful; and
- in the case of acts or omissions occurring in an official capacity for the limited liability company, reasonably believed that the conduct was in the best interests of the limited liability company, or in the case of acts or omissions occurring in the official capacity while serving for another organization or employee benefit plan, reasonably believed that the conduct was not opposed to the best interests of the limited liability company. If the person’s acts or omissions complained of in the proceeding relate to conduct as a director, officer, trustee, employee, or agent of an employee benefit plan, the conduct is not considered to be opposed to the best interests of the limited liability company if the person reasonably believed that the conduct was in the best interests of the participants or beneficiaries of the employee benefit plan.

The Revised Act also provides for broad rights to advancement.

The articles of organization or the operating agreement either may prohibit indemnification or advances of expenses otherwise required by the Revised Act or may impose additional conditions on indemnification or advances of expenses if the conditions apply equally to all persons or to all persons within a given class.

### **Personal Liability of Members**

In certain circumstances, members of a limited liability company can have personal liability, including the following:

- for knowingly signing an inaccurate record with the Secretary of State and loss is suffered in reliance thereon (322C.0206);
- for failure to make contributions (322C.0403);
- for receipt of an improper distribution (322C.0406);
- for improper receipt of assets in dissolution (322C.704);
- for a court ordered buy-out by reason of oppression or illegal or fraudulent operation (322C.0701);
- for wrongful dissociation (322C.901);
- as a transferee, for receipt of improper distributions and failure to make contributions by the transferor, if the transferee knew about them at the time of transfer (322C.0502); and

- to the same extent that a corporate veil can be pierced under Minnesota law except for failure to follow formalities for matters exclusively related to the management of the limited liability company's internal affairs (322C.0304).

### **Transition**

The legislation provides that it will become effective August 1, 2015. A limited liability company may not be formed under the existing limited liability company statute (Chapter 322B) on or after August 1, 2015.

Before January 1, 2018, the Revised Act will govern only:

- a limited liability company formed on or after August 1, 2015; and
- except as otherwise provided in the next paragraph, a limited liability company formed before August 1, 2015, which elects, in the manner provided in its operating agreement or by law for amending the operating agreement, to be subject to this chapter.

For the purposes of applying this chapter to a limited liability company formed before August 1, 2015:

- the company's articles of organization are deemed to be the company's articles of organization; and
- for the purposes of applying the definition of "foreign limited liability company" and a provision of the Revised Act which addresses conflicts relating to records filed with the Secretary of State, language in the articles of organization, bylaws, operating agreement, and/or member control agreement of a limited liability company formed before August 1, 2015, that becomes subject to this chapter will operate as if that language were in the operating agreement of the limited liability company when it becomes subject to this chapter.

Except as otherwise provided in the foregoing paragraph, on and after January 1, 2018, the Revised Act will govern all limited liability companies.

The legislation also provides that Minnesota's existing limited liability company act is repealed effective January 1, 2018. In addition, effective January 1, 2018, the statute provides that the revisor of statutes shall remove the references to sections of Minnesota Statutes, chapter 322B, elsewhere in Minnesota Statutes and make any necessary related changes.

### **Considerations for Early Adoption**

Most existing limited liability companies and their members will probably be content to wait until the mandatory transition to the Revised Act on January 1, 2018. We anticipate early adoption may be considered in the following circumstances:

- A transaction is planned that will span the mandatory transition date, such as a merger or liquidation, and the parties want a uniform law to govern the entire transaction.
- The parties anticipate bringing in new members at or after the mandatory transition date and wish to negotiate rights and obligations assuming a single statute is applied.

- The parties wish to take advantage of specific attributes of the new statute, such as the ability to modify fiduciary duties.

### Comparison of Statutes

The following table is a general comparison of some key items of Minnesota's existing limited liability company statute, the Delaware Limited Liability Company Act and the Revised Act.

Item	Existing Minnesota LLC Act (322B)	Delaware LLC Act	Revised Minnesota LLC Act (322C)
Formation cost – Filing of Organizational Documents with Secretary of State and other	\$135 to \$155 depending on how filed	\$90 (non-expedited) plus likely \$185-\$205 one-time fee for filing as a foreign entity in MN plus likely fees to appoint registered agent in DE and MN	\$135 to \$155 depending on how filed
On-going annual fees	None	\$250 DE alternative entity tax plus likely fees to appoint registered agent in DE and MN	None
Governance	Choice between board-managed, manager-managed and member-managed	Same	Same
Duty of Care	Statutory standard not subject to variation	Can be eliminated	May alter subject to not “manifestly unreasonable” standard; may not authorize intentional misconduct or knowing violation of law
Duty of Loyalty	Statutory standard not subject to variation	Can be eliminated	Generally can be modified or eliminated subject to not “manifestly unreasonable standard”
Requirement for Good Faith and Fair Dealing	Not addressed in statute	Cannot be eliminated	Cannot be eliminated; statute provides parties may state the standards by which performance will be measured
Appraisal/Dissenter's rights	As set forth in statute	Only if set forth in LLC agreement or merger agreement	None – not addressed
Statutory remedy for oppression	Yes, including buy-outs and dissolution	Not addressed in statute	Yes, including buy-outs and dissolution, but parties can agree to limit to dissolution
Need for designated natural persons as managers	Yes, chief manager and treasurer	No	No

Item	Existing Minnesota LLC Act (322B)	Delaware LLC Act	Revised Minnesota LLC Act (322C)
Statutory protection providing asset purchasers do not assume undesignated obligations	Yes	No	No
Test for distributions to members	Company able to pay its debts in the ordinary course of business after making the distribution Must be able to satisfy preferential membership rights	Liabilities cannot exceed fair value of assets after giving effect to distribution	Company not able to pay its debts as they become due in the ordinary course of business after the distribution Must be able to satisfy preferential membership rights
Statute of limitations for inappropriate distributions	Two years	Three years	Two years
LLC distribution statute supersedes state fraudulent conveyance statute	Yes	No	No
Jurisdiction	Presumably MN based parties are not sensitive to Minnesota jurisdiction	DE Court of Chancery has broad non-exclusive subject matter jurisdiction over interpretation of limited liability company agreement and obligations of members (subject to personal jurisdiction)	Presumably MN based parties are not sensitive to MN jurisdiction. Actions related to statutory remedies for oppression must be brought in the county where the registered office is located.