

OHIO LIMITED LIABILITY COMPANY OPERATING AGREEMENT

Location: _____

Effective Date: _____

Article I - Formation

This Operating Agreement ("Agreement") of the Limited Liability Company ("Company") is entered into by the Members identified herein for the purpose of governing the operations and management of the Company formed pursuant to the laws of the State of Ohio.

Article II - Name and Principal Place of Business

The name of the Company shall be as set forth in the Articles of Organization filed with the Ohio Secretary of State. The principal place of business shall be as designated by the Members and may be changed from time to time upon written notice to all Members.

Article III - Purpose

The purpose of the Company is to engage in any lawful business for which a limited liability company may be formed under the laws of the State of Ohio, including all activities necessary, incidental, or appropriate thereto.

Article IV - Duration

The Company shall continue until dissolved in accordance with this Agreement or pursuant to applicable law.

Article V - Members

Section 5.1 - Initial Members

The names and addresses of the initial Members, along with their respective Capital Contributions, shall be set forth in Exhibit A attached hereto and incorporated herein by reference.

Section 5.2 - Admission of Additional Members

Additional Members may be admitted to the Company with the unanimous consent of the existing Members, upon execution of a written agreement and contribution of capital as agreed upon.

Article VI - Capital Contributions and Accounts

The Members have contributed the capital as set forth in Exhibit A. No Member shall be required to make additional contributions unless agreed in writing by all Members. Capital accounts shall be maintained according to applicable IRS regulations and accounting principles.

Article VII - Allocations and Distributions

Profits, losses, and distributions of cash or other assets shall be allocated to Members in proportion to their respective percentage interests in the Company as set forth in Exhibit A, unless otherwise agreed in writing.

Article VIII - Management

The Company shall be managed by its Members collectively unless the Members elect to appoint one or more Managers. All decisions shall require the approval of Members holding a majority of the percentage interests unless otherwise provided in this Agreement.

Section 8.1 - Powers and Duties

The Managers or managing Members shall have full authority to act on behalf of the Company, including entering into contracts, borrowing money, and managing Company assets, subject to any limitations set forth herein or agreed by the Members.

Article IX - Meetings and Voting

Meetings of Members may be called by any Member or Manager with reasonable notice. Voting shall be based on percentage interests unless otherwise specified. A quorum shall consist of Members holding a majority of the percentage interests.

Article X - Transfer of Membership Interests

No Member may transfer, sell, assign, pledge, or otherwise dispose of their membership interest in the Company without the unanimous consent of the other Members. Any attempted transfer without such consent shall be null and void.

Article XI - Dissolution and Liquidation

The Company shall be dissolved upon the occurrence of any event requiring dissolution under Ohio law or as agreed by the unanimous consent of the Members. Upon dissolution, the Company's assets shall be liquidated and distributed in the following order: (a) to creditors, including Members who are creditors, to the extent permitted by law; (b) to Members in accordance with their positive capital account balances after adjusting for all Company liabilities.

Article XII - Indemnification

To the fullest extent permitted by law, the Company shall indemnify and hold harmless any Member, Manager, officer, or agent from and against any and all claims, liabilities, damages, and expenses arising from the conduct of the Company's business, provided such conduct was in good faith and in the reasonable belief that it was in the best interest of the Company.

Article XIII - Books, Records, and Tax Matters

Complete and accurate books and records of the Company's operations and financial affairs shall be maintained and be available for inspection by any Member at reasonable times. The Members shall appoint a Tax Matters Partner or Representative to handle all tax matters on behalf of the Company.

Article XIV - Amendments

This Agreement may be amended only with the unanimous written consent of all Members, which amendments shall be in writing and signed by all Members to be effective.

Article XV - Governing Law

This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of Ohio without regard to its conflicts of law principles.

Article XVI - Miscellaneous

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement constitutes the entire agreement among Members with respect to the subject matter hereof and supersedes all prior agreements.

MEMBER'S SIGNATURE

MEMBER'S SIGNATURE

Signature: _____

Signature: _____

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