

**NORTH CAROLINA LIMITED LIABILITY COMPANY
MANAGER-MANAGED OPERATING AGREEMENT**

Governed by the North Carolina Limited Liability Company Act, Chapter 57D of the North Carolina General Statutes

**ARTICLE I
ORGANIZATION**

1.01 Formation and Governing Law.

This Limited Liability Company (the “Company”) is organized under the North Carolina Limited Liability Company Act, Chapter 57D of the North Carolina General Statutes (the “Act”). The rights and obligations of the Members and the governance of the Company are subject to the Act except as expressly modified by this Operating Agreement.

1.02 Company Name.

The legal name of the Company is:

1.03 Articles of Organization.

The Company was formed by filing Articles of Organization, Form L-01, with the North Carolina Secretary of State under N.C. Gen. Stat. § 57D-2-20. Domestic LLC filing fee: \$125 [VERIFY at NC SOS checkout before relying on this amount]. This Operating Agreement is an internal document and is NOT filed with the North Carolina Secretary of State.

1.04 Articles as Part of Operating Agreement.

Under N.C. Gen. Stat. § 57D-1-03(23), the Articles of Organization are deemed to be, or be part of, the operating agreement. Under N.C. Gen. Stat. § 57D-2-30(d), if there is a conflict between this Operating Agreement and a document filed with the North Carolina Secretary of State: (a) this Operating Agreement controls as to parties to it and company officials; but (b) the filed document controls as to non-parties and non-company-officials who reasonably rely on it. This Agreement should match the Articles in all governance particulars.

1.05 Operating Agreement — Written, Oral, or Implied.

Under N.C. Gen. Stat. § 57D-1-03(23), a North Carolina operating agreement may be WRITTEN, ORAL, IMPLIED, OR ANY COMBINATION. This Agreement is written and signed for evidentiary clarity, banking requirements, and enforceability. This Agreement specifies that all amendments must be in writing and signed by the applicable member threshold; a nonconforming attempted amendment will not be treated as part of this Agreement.

1.06 Registered Agent and Registered Office.

Under N.C. Gen. Stat. § 57D-2-40, the LLC must maintain a registered office and registered agent as required by Article 4 of Chapter 55D. The registered agent’s business address must be identical to the registered office address.

Registered Agent Name:

Registered Office Address:

1.07 Principal Office.

The principal office of the Company is:

Principal Office Address:

1.08 Purpose.

The Company is organized to engage in:

and any lawful activity permitted under the Act.

1.09 Annual Report.

Most domestic LLCs must file an annual report with the North Carolina Secretary of State under N.C. Gen. Stat. § 57D-2-24. Annual report due: April 15. First report: April 15 of the year following the year Articles became effective. Fee: \$200 by mail / commonly \$203 online [VERIFY at NC SOS portal before filing]. Failure triggers administrative dissolution notice with a 60-day cure window. PROFESSIONAL LLCs: generally not required to file the Secretary of State annual report, though professional licensing board obligations may still apply.

1.10 No Publication Requirement.

No general North Carolina LLC publication requirement was identified in Chapter 57D of the North Carolina General Statutes or the North Carolina Secretary of State’s formation materials. Verify for regulated businesses, assumed business names, and industry-specific notices.

1.11 2025 Session Law Update.

Session Law 2025-55 (Senate Bill 307), enacted July 3, 2025 and effective October 1, 2025, created SPECIAL ECONOMIC INTEREST OWNERS under Chapter 57D of the North Carolina General Statutes. When a member DIES or is adjudicated INCOMPETENT, the estate or guardian may receive information rights and standing to seek judicial dissolution under N.C. Gen. Stat. § 57D-6-02(2)(i) UNLESS this Agreement expressly waives those rights. Any operating agreement signed before October 1, 2025 should be reviewed and, if appropriate, amended to address these new rights.

ARTICLE II DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below:

- (a) “Act” means the North Carolina Limited Liability Company Act, Chapter 57D of the North Carolina General Statutes, as amended.
- (b) “Agreement” means this written Operating Agreement, as amended.
- (c) “Articles” means the Company’s Articles of Organization (Form L-01) filed with the North Carolina Secretary of State, as amended.
- (d) “Capital Account” means the account maintained for each Member reflecting contributions, allocated profits/losses, and distributions.
- (e) “Contribution” means cash, property, services rendered, or a promissory note or obligation contributed to the Company (N.C. Gen. Stat. § 57D-4-01).
- (f) “Ownership Interest” means a Member’s membership interest in the Company, including governance and economic rights, as set forth in Exhibit 1.
- (g) “Economic Interest” means the transferable economic rights only (distributions and return of contributions) under N.C. Gen. Stat. § 57D-5-01 and 57D-5-02. Transfer of an economic interest does NOT transfer membership rights.
- (h) “Special Economic Interest Owner” means a person who, upon a member’s death or adjudication of incompetence, receives economic rights and, unless waived in this Agreement, information rights and standing to seek judicial dissolution under Session Law 2025-55 and N.C. Gen. Stat. § 57D-6-02.
- (i) “Contribution-Ratio Default” means the statutory default under N.C. Gen. Stat. § 57D-4-03, under which interim distributions are allocated in proportion to aggregate contribution amounts, not necessarily to ownership or voting percentages.
- (j) “SOS” means the North Carolina Secretary of State.

ARTICLE III CAPITAL CONTRIBUTIONS AND ACCOUNTS

III.01 Initial Capital Contributions.

Each Member's initial Contribution and Ownership Interest are set forth in Exhibit 1. Under N.C. Gen. Stat. § 57D-4-01, contributions may be cash, property, services rendered, or a promissory note or other obligation. CRITICAL NC TRAP: Under N.C. Gen. Stat. § 57D-4-03, if this Agreement were silent, interim distributions would be allocated in proportion to CONTRIBUTION RATIOS, not to informal ownership percentages. A sweat-equity member or equal-split arrangement MUST be expressly stated in this Agreement.

III.02 Contribution-Ratio Default Override.

The Members override the contribution-ratio default of N.C. Gen. Stat. § 57D-4-03: all profit/loss allocations and distributions shall follow the Ownership Interest percentages in Exhibit 1, unless this Agreement provides a different formula.

III.03 Capital Accounts.

The Company shall maintain a separate Capital Account for each Member. Capital Accounts shall be credited with contributions and allocated profits, and debited with distributions and allocated losses, consistent with Treasury Regulation § 1.704-1(b)(2)(iv).

III.04 Liability for Contributions.

Under N.C. Gen. Stat. § 57D-4-02, an obligation of a Member to make a contribution or to return a distribution is governed by the operating agreement. No Member shall be required to make any additional Contribution without the written consent of all Members.

III.05 No Interest on Contributions.

No Member is entitled to receive interest on any Contribution unless separately agreed in writing.

ARTICLE IV ALLOCATIONS AND DISTRIBUTIONS

IV.01 Profit and Loss Allocation.

Profits and losses shall be allocated among the Members in proportion to their Ownership Interest percentages in Exhibit 1, overriding the contribution-ratio default of N.C. Gen. Stat. § 57D-4-03.

IV.02 Interim Distributions.

Interim distributions shall be authorized by the Authorized Persons and allocated in proportion to each Member’s Ownership Interest, overriding § 57D-4-03. Authorized by:

Authorized by:

IV.03 Distribution Restrictions (§ 57D-4-05).

Under N.C. Gen. Stat. § 57D-4-05, the Company shall not make a distribution if, after the distribution, the Company would not be able to pay its debts as they become due in the ordinary course. Members who receive or approve wrongful distributions are personally liable under N.C. Gen. Stat. § 57D-4-06.

IV.04 Tax Distributions.

To the extent funds are available, the Company shall make annual tax distributions estimated to cover each Member’s income tax liability attributable to Company income, before any discretionary distributions.

IV.05 North Carolina Tax Compliance.

Federal tax classification follows IRS check-the-box rules: single-member LLCs are disregarded entities; multi-member LLCs are partnerships by default; corporate treatment: Form 8832 (C corp) or Form 2553 (S corp). North Carolina individual income tax: 4.25% for tax year 2025; 3.99% for taxable years after 2025. North Carolina corporate income tax: 2.25% for tax year 2025; 2.00% for tax year 2026. Register for North Carolina withholding, sales, and use tax via Form NC-BR with the North Carolina Department of Revenue.

**ARTICLE V
MANAGEMENT — DESIGNATED MANAGER(S)**

V.01 Manager-Managed Structure.

This Agreement provides that management of the Company is vested in designated Manager(s), not all members, pursuant to N.C. Gen. Stat. § 57D-3-20. All Members are NOT automatically managers. Only the persons designated as Manager(s) below hold management authority.

V.02 Initial Manager(s).

The initial Manager(s) of the Company are:

Manager 1 Name:

Manager 1 Address:

Manager 2 Name (if any):

Manager 2 Address:

V.03 Manager Authority.

Under N.C. Gen. Stat. § 57D-3-20, each Manager has equal rights in management. Management decisions of the Managers are controlled by majority vote. Each Manager may act on behalf of the LLC in the ordinary course. Managers may delegate authority to company officials under N.C. Gen. Stat. § 57D-3-22.

Manager voting threshold:

V.04 Actions Requiring Unanimous Member Approval.

Under N.C. Gen. Stat. § 57D-3-03, the following require UNANIMOUS MEMBER APPROVAL even in a manager-managed LLC (the operating agreement may change certain thresholds):

- (a) Adopting or amending this Operating Agreement.
- (b) Admitting a new member.
- (c) Transferring substantially all Company assets outside the ordinary course.
- (d) Dissolving outside Article 6 of the Act.
- (e) Converting or merging the Company.

Elected member extraordinary threshold:

Member extraordinary threshold:

V.05 Manager Selection and Removal.

Manager selection/removal:

V.06 Standards of Conduct.

Managers are subject to N.C. Gen. Stat. § 57D-3-21 (standards of conduct), N.C. Gen. Stat. § 57D-3-30 (liability limitations), and N.C. Gen. Stat. § 57D-3-31 (indemnification). The implied contractual covenant of good faith and fair dealing cannot be waived.

V.07 Charging Order.

Under N.C. Gen. Stat. § 57D-5-03, the charging order is the EXCLUSIVE REMEDY for a judgment creditor against a Member's economic interest.

V.08 Dispute Resolution.

Per HCW Retirement & Financial Services, LLC v. HCW Employee Benefit Services, LLC, scope dispute-resolution language precisely.

Dispute method:

ARTICLE VI
TRANSFER OF OWNERSHIP INTERESTS

VI.01 Transfer of Economic Interest — Not Membership.

Under N.C. Gen. Stat. § 57D-5-02, the transfer of an economic interest does NOT transfer membership rights. A transferee receives economic rights (distributions and return of contributions) but does NOT automatically become a member or gain management, voting, information, or derivative-action rights unless admitted under the Act and this Agreement.

VI.02 Transfer Restrictions.

The Members impose the following restrictions on transfers of Ownership Interests:

Transfer restrictions:

VI.03 Right of First Refusal.

Before transferring any Ownership Interest to a third party, the transferring Member shall offer it pro-rata to remaining Members. Remaining Members have:

Days to exercise ROFR:

VI.04 Buy-Sell Provisions.

The following events trigger a buy-sell obligation:

- (a) Voluntary sale or transfer.
- (b) Death of a Member.
- (c) Adjudication of incompetence.
- (d) Bankruptcy.
- (e) Divorce (involuntary transfer by court order).
- (f) Expulsion or withdrawal.

Valuation method:

Payment timeline:

VI.05 Session Law 2025-55 — Special Economic Interest Owner.

Effective October 1, 2025, when a Member DIES or is adjudicated INCOMPETENT, the estate or guardian becomes a SPECIAL ECONOMIC INTEREST OWNER with information rights and, unless EXPRESSLY WAIVED in this Agreement, standing to seek judicial dissolution under N.C. Gen. Stat. § 57D-6-02. The Members elect:

Special economic interest owner rights:

VI.06 Charging Order.

Under N.C. Gen. Stat. § 57D-5-03, the charging order is the exclusive creditor remedy against a Member’s economic interest. A charging-order holder receives distributions only and has no management rights.

**ARTICLE VII
MEMBER RIGHTS AND OBLIGATIONS**

7.01 Members Are Not Managers.

This Agreement provides that management is vested in designated Manager(s) under N.C. Gen. Stat. § 57D-3-20. Members who are not also Managers have no ordinary management authority.

7.02 Member Reserved Powers.

Members retain the unanimous-approval rights specified in Section V.04 of this Agreement.

7.03 Information Rights.

Members retain information rights under N.C. Gen. Stat. § 57D-3-04 that cannot be unreasonably diminished.

**ARTICLE VIII
ADMISSION OF NEW MEMBERS**

8.01 Admission Requirements.

Under N.C. Gen. Stat. § 57D-3-03, admitting a new member requires UNANIMOUS MEMBER APPROVAL by default. Elected threshold:

Admission threshold:

**ARTICLE IX
LIABILITY AND INDEMNIFICATION**

IX.01 Liability Shield.

Under N.C. Gen. Stat. § 57D-3-30, a Member, Manager, or other company official is not personally liable for the debts, obligations, or liabilities of the Company solely because of their status or participation in management.

IX.02 Indemnification (§ 57D-3-31).

The Company may indemnify and advance expenses to Members, Managers, company officials, and agents pursuant to N.C. Gen. Stat. § 57D-3-31, consistent with the standards of conduct in N.C. Gen. Stat. § 57D-3-21 and the distribution restrictions in N.C. Gen. Stat. § 57D-4-06. The Company shall not indemnify persons for conduct that would violate mandatory statutory limits. Scope:

Indemnification scope:

IX.03 Non-Waivable: Good Faith and Fair Dealing.

Under N.C. Gen. Stat. § 57D-2-30(b), this Agreement cannot escape the implied contractual covenant of good faith and fair dealing. Any unconscionable provision of this Agreement is unenforceable (N.C. Gen. Stat. § 57D-2-30(b)).

IX.04 Insurance.

The Company may purchase and maintain liability insurance on behalf of any Member, Manager, company official, or agent.

ARTICLE X DISSOLUTION AND WINDING UP

X.01 Dissolution Events.

The Company dissolves upon (N.C. Gen. Stat. § 57D-6-01):

- (a) An event specified in this Operating Agreement.
- (b) No members remaining for the statutory period.
- (c) A judicial decree.
- (d) A Certificate of Dissolution filed by the Secretary of State.

The Members elect the following voluntary dissolution threshold:

Dissolution threshold:

X.02 Judicial Dissolution (§ 57D-6-02).

Under N.C. Gen. Stat. § 57D-6-02, a member may seek judicial dissolution. Pursuant to Session Law 2025-55 (effective October 1, 2025), a SPECIAL ECONOMIC INTEREST OWNER (estate or guardian of a deceased or incompetent member) also has standing to seek judicial dissolution under § 57D-6-02(2)(i) UNLESS this Agreement expressly waives those rights. See Section on transfers and special economic interest owners for the election on waiver. In *Culbreth LLC v. Manning*, the NC Court of Appeals addressed distribution and dissolution context under § 57D-4-03.

X.03 Winding Up.

Upon dissolution (N.C. Gen. Stat. § 57D-6-07): (a) collect and liquidate assets; (b) pay creditors; (c) distribute remaining assets to Members in proportion to their Ownership Interest percentages. File Articles of Dissolution (Form L-07) with the North Carolina Secretary of State after winding up.

X.04 Deadlock Resolution.

To resolve deadlock before judicial dissolution:

Deadlock method:

**ARTICLE XI
AMENDMENTS**

XI.01 Unanimous Approval Default.

Under N.C. Gen. Stat. § 57D-3-03, adopting or amending this Operating Agreement requires UNANIMOUS MEMBER APPROVAL by default. The Members elect:

Amendment threshold:

XI.02 Written-Amendment Requirement.

This Agreement specifies that all amendments must be IN WRITING and signed by the applicable member threshold. Under N.C. Gen. Stat. § 57D-1-03(23), because this Agreement sets its own required form, a nonconforming oral or email amendment will NOT become part of this Agreement.

XI.03 Records.

All amendments shall be maintained at the Company’s principal office alongside the Articles of Organization.

**ARTICLE XII
GENERAL PROVISIONS**

XII.01 Entire Agreement.

This Agreement and the Articles of Organization constitute the entire agreement among the Members and supersede all prior oral, written, and implied arrangements.

XII.02 Severability.

If any provision is found invalid or unenforceable, the remaining provisions continue in full force.

XII.03 Governing Law.

This Agreement shall be governed by the laws of the State of North Carolina, specifically the North Carolina Limited Liability Company Act, Chapter 57D of the North Carolina General Statutes.

XII.04 Dispute Resolution.

Disputes arising out of or relating to this Agreement shall be resolved per the dispute-resolution clause in the Management article. Per HCW Retirement & Financial Services, LLC v. HCW Employee Benefit Services, LLC (NC Supreme Court), scope dispute-resolution language precisely to each LLC and this Agreement.

Venue:

XII.05 Notices.

All notices shall be in writing and delivered by personal delivery, certified U.S. mail, or e-mail with confirmation.

XII.06 Counterparts and Signatures.

This Agreement may be executed in counterparts, including electronically. North Carolina does not require notarization of an LLC operating agreement. This Agreement is NOT filed with the North Carolina Secretary of State. All Members should sign for evidentiary clarity, banking, and lender requirements.

XII.07 No Third-Party Beneficiaries.

This Agreement is for the benefit of the Members and the Company, subject to N.C. Gen. Stat. § 57D-2-31.

XII.08 Further Assurances.

Each Member shall execute additional documents and take actions reasonably necessary to carry out the purposes of this Agreement.

SIGNATURE PAGE — MANAGERS

IN WITNESS WHEREOF, the Manager(s) have executed this Operating Agreement. North Carolina does not require notarization. This Agreement is NOT filed with the North Carolina Secretary of State.

Company Name:
Effective Date:

Manager 1 Signature: _____
Printed Name:
Date:
Address:

Manager 2 (if any) Signature: _____
Printed Name:
Date:
Address:

SIGNATURE PAGE — MEMBERS

The Members hereby adopt this Operating Agreement.

Member 1 Signature: _____
Printed Name:
Date:
Address:

Member 2 Signature: _____
Printed Name:
Date:
Address:

Member 3 Signature: _____

Printed Name:

Date:

Address:

(Attach additional signature pages for additional Members.)

EXHIBIT 1
CAPITAL CONTRIBUTIONS AND OWNERSHIP INTERESTS

Company Name:

Member / Manager Name	Address	Role	Contribution (\$)	Ownership (%)
<input style="width: 180px; height: 20px;" type="text"/>	<input style="width: 180px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 130px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>
<input style="width: 180px; height: 20px;" type="text"/>	<input style="width: 180px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 130px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>
<input style="width: 180px; height: 20px;" type="text"/>	<input style="width: 180px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 130px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>
<input style="width: 180px; height: 20px;" type="text"/>	<input style="width: 180px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 130px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>

Total Ownership: %

This Agreement provides for designated Manager(s); Members are NOT automatically managers (N.C. Gen. Stat. § 57D-3-20). This Exhibit overrides the contribution-ratio distribution default of N.C. Gen. Stat. § 57D-4-03.

LEGAL DISCLAIMER

This Manager-Managed Operating Agreement template for a North Carolina limited liability company is provided by Boost Suite for informational and educational purposes only. It does not constitute legal advice and does not create an attorney-client relationship. Boost Suite is not a law firm. This template is based on the North Carolina Limited Liability Company Act, Chapter 57D of the North Carolina General Statutes, including N.C. Gen. Stat. §§ 57D-1-03, 57D-2-20, 57D-2-21, 57D-2-24, 57D-2-30, 57D-2-31, 57D-2-32, 57D-2-40, 57D-3-01, 57D-3-02, 57D-3-03, 57D-3-04, 57D-3-20, 57D-3-21, 57D-3-22, 57D-3-30, 57D-3-31, 57D-4-01, 57D-4-02, 57D-4-03, 57D-4-05, 57D-4-06, 57D-4-07, 57D-5-01, 57D-5-02, 57D-5-03, 57D-6-01, 57D-6-02, 57D-6-07, and Session Law 2025-55 (effective October 1, 2025). Laws change; Boost Suite does not guarantee that this template reflects the most current version of North Carolina law. LLCs with complex structures should have this Agreement reviewed by a licensed North Carolina attorney before execution.

Your North Carolina LLC Resources:

- <https://boostsuite.com/llc-operating-agreement/north-carolina/>
- <https://boostsuite.com/how-to-start-an-llc/north-carolina/>
- <https://boostsuite.com/how-to-start-an-llc/cost/north-carolina/>

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