

**OHIO LIMITED LIABILITY COMPANY  
MANAGER-MANAGED OPERATING AGREEMENT**

*Governed by the Ohio Revised Limited Liability Company Act, Ohio Revised Code Chapter 1706*

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**ARTICLE I  
ORGANIZATION**

**1.01 Formation and Governing Law.**

This Limited Liability Company (the “Company”) is organized under the Ohio Revised Limited Liability Company Act, Ohio Revised Code Chapter 1706 (the “Act”). ORC § 1706.83 states that Chapter 1706 governs all Ohio LLCs on and after February 11, 2022. Former Chapter 1705 is obsolete for current LLC governance.

**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 610 (revised 09/25, replacing Form 533A), with the Ohio Secretary of State through Ohio Business Central under ORC § 1706.16. Filing fee: \$99. Standard processing: 3-7 business days. Expedited options: \$100 (2 business days), \$200 (1 business day), \$300 (4 hours). This Operating Agreement is an internal document and is NOT filed with the Ohio Secretary of State.

**1.04 Operating Agreement — Written or Oral; Sole-Member Declaration.**

Under ORC § 1706.01(R), an operating agreement is any valid written or oral agreement of the members, or any WRITTEN DECLARATION OF THE SOLE MEMBER, as to the affairs and activities of the LLC. Under ORC § 1706.08(A), this Agreement governs relations among Members and between Members and the Company; if this Agreement is silent, Ohio Revised Code Chapter 1706 controls. A written agreement is required to modify or waive fiduciary duties and to establish series LLC provisions (ORC § 1706.08).

**1.05 Eight Non-Overridable Provisions ({ORC} § 1706.08(C)).**

This Agreement may NOT: (1) vary the Company’s status as a separate legal entity (ORC § 1706.04(A)); (2) restrict rights of non-members/dissociated members/assignees beyond § 1706.082(B); (3) vary court power under § 1706.171; (4) ELIMINATE THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING; (5) eliminate or limit liability for bad-faith violation of that covenant; (6) waive enforceability of contribution obligations under § 1706.281(A); (7) waive the prohibition on bearer-form certificates under § 1706.341(D); or (8) waive series LLC limited-liability statement requirements under § 1706.761(B).

**1.06 Statutory Agent.**

Under ORC § 1706.09 (effective October 24, 2024 after Senate Bill 98), every Ohio LLC must continuously maintain a statutory agent in Ohio. The agent must be an Ohio-resident individual or eligible entity with an Ohio street business address. P.O. boxes are NOT permitted as the usual place of business. A signed written acceptance from the agent must accompany the original Articles of Organization. Failure to maintain an agent may result in cancellation.

**Statutory Agent Name:**

**Statutory Agent 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 and Commercial Activity Tax.**

Ohio ordinary domestic LLCs generally do NOT file annual reports with the Ohio Secretary of State. Verify against the live Ohio SOS FAQ before relying on this statement. Commercial Activity Tax (CAT): the annual exclusion is \$6 MILLION for 2025 and forward; the CAT rate is 0.26% on Ohio taxable gross receipts above the exclusion. The annual minimum CAT was eliminated beginning in 2024. Quarterly CAT returns apply. Note: any guide citing a \$150,000 CAT threshold for 2025+ is outdated.

**1.10 No Publication Requirement.**

Ohio has no formation publication requirement for LLCs. The publication procedure in ORC § 1706.474 applies only to dissolved LLCs seeking to limit claims from creditors, not to formation.

### 1.11 Series LLC.

Under ORC § 1706.76, this Agreement may designate one or more separate asset series. A series must be designated in or under the operating agreement. Series LLC limited liability requires compliance with ORC § 1706.761(B). Designate series:

Series (if any):

## ARTICLE II DEFINITIONS

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

- (a) “Act” means the Ohio Revised Limited Liability Company Act, Ohio Revised Code Chapter 1706, as amended. Chapter 1706 governs all Ohio LLCs since February 11, 2022 (ORC § 1706.83).
- (b) “Agreement” means this written Operating Agreement (or sole-member written declaration), as amended per § 1706.082.
- (c) “Articles” means the Company’s Articles of Organization, Form 610, filed with the Ohio 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 any obligation to contribute to the LLC. **CRITICAL:** a promise to contribute is enforceable **ONLY** if in a **SIGNED WRITING** (ORC § 1706.281).
- (f) “Ownership Interest” means a Member’s membership interest in the Company as set forth in Exhibit 1.
- (g) “Equal-Distribution Default” means the statutory rule under ORC § 1706.29(A)(1) that members share **EQUALLY** in pre-dissolution distributions — **NOT** by ownership % or capital contributions — unless this Agreement provides otherwise.
- (h) “Authority-to-Bind Rule” means ORC § 1706.18: no person has power to bind the LLC or a series **EXCEPT** as authorized by this Agreement, ORC § 1706.30(A), a statement of authority, or other law.
- (i) “Charging Order” means the exclusive remedy under ORC § 1706.342 for a judgment creditor to reach a member’s membership interest. The creditor receives distributions only; no governance rights transfer.
- (j) “SOS” means the Ohio 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. **CRITICAL OHIO TRAP:** Under ORC § 1706.29(A)(1), if this Agreement were silent on distributions, all members would share **EQUALLY** in pre-dissolution distributions — **NOT** proportionally to contributions or ownership percentages. A member contributing \$180,000 and one contributing \$20,000 would split distributions 50/50 by default. This Agreement overrides that default.

#### **III.02 Contribution Obligations — Signed-Writing Requirement.**

Under ORC § 1706.281(A), a promise to make a contribution to the LLC is **ONLY ENFORCEABLE** if it is in a **SIGNED WRITING**. Oral commitments to fund future rounds, capital calls, or additional contributions are not enforceable under Chapter 1706. All future contribution obligations must be documented in a signed amendment to this Agreement or Exhibit 1.

#### **III.03 Equal-Distribution Default Override.**

The Members expressly override the equal-distribution default of ORC § 1706.29(A)(1): all distributions, profits, and losses shall be allocated in proportion to each Member's Ownership Interest percentage in Exhibit 1.

#### **III.04 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.05 No Interest on Contributions.**

No Member is entitled to remuneration for services performed for the LLC solely by reason of being a Member (ORC § 1706.30(E)) unless this Agreement separately provides otherwise.

## **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 equal-share default of ORC § 1706.29(A)(1).

**IV.02 Distributions.**

Distributions shall be authorized by the Authorized Persons and allocated in proportion to each Member’s Ownership Interest, overriding the equal-share default. Authorized by:

**Authorized by:**

**IV.03 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.04 Ohio 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). Ohio Commercial Activity Tax (CAT): \$6 million annual exclusion for 2025 and forward; 0.26% rate on taxable gross receipts above exclusion; annual minimum eliminated since 2024; quarterly CAT returns. Register for Ohio withholding, sales, and use tax as applicable. Note: any guide citing a \$150,000 CAT threshold for 2025+ is outdated.

**ARTICLE V  
MANAGEMENT — MANAGER-MANAGED**

**V.01 Manager-Managed Structure.**

This Agreement designates manager-managed governance pursuant to ORC § 1706.30. Under ORC § 1706.01, a manager is a person designated, appointed, or elected by the members, the operating agreement, or a filed statement of authority. In a manager-managed LLC, fiduciary duties under ORC § 1706.311 apply to the MANAGERS, not to members solely by reason of being members.

**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 Authority to Bind — Must Be Expressly Granted.**

CRITICAL OHIO RULE: Under ORC § 1706.18, NO PERSON HAS POWER TO BIND THE LLC except as authorized by: (a) this Agreement; (b) ORC § 1706.30(A); (c) a statement of authority under ORC § 1706.19; or (d) other law. A manager title DOES NOT automatically confer signing authority. This Agreement grants each Manager the following express authority:

- (a) Executing contracts and instruments on behalf of the Company.
- (b) Opening and managing bank accounts and credit facilities.
- (c) Hiring, supervising, and terminating employees and contractors.
- (d) Acquiring, encumbering, and disposing of Company assets in the ordinary course.
- (e) All other acts within the ordinary course of Company activities.

**Signing cap (contracts above \$):**

#### **V.04 Actions Requiring All-Member Consent.**

Under ORC § 1706.30(C), consent of ALL MEMBERS is required for:

- (a) Amending this Operating Agreement.
- (b) Filing a bankruptcy petition.
- (c) Acts outside the ordinary course of Company activities.

Elected member extraordinary threshold:

**Member extraordinary threshold:**

#### **V.05 Manager Selection and Removal.**

**Manager selection/removal:**

#### **V.06 Manager Fiduciary Duties.**

Under ORC § 1706.311, managers owe a DUTY OF LOYALTY and a DUTY OF CARE by default. A written operating agreement may modify or waive those duties under ORC § 1706.08, but CANNOT eliminate the implied covenant of good faith and fair dealing (ORC § 1706.08(C)(4) and (5)).

**Fiduciary duty modification:**

#### **V.07 Charging Order.**

Under ORC § 1706.342, the charging order is the EXCLUSIVE remedy for a judgment creditor against a Member's membership interest.

## **ARTICLE VI TRANSFER OF MEMBERSHIP INTERESTS**

**VI.01 Assignment — Economic Rights Only.**

Under ORC § 1706.341, a membership interest is assignable, but assignment does NOT automatically: (a) dissolve the LLC; (b) make the assignee a member; or (c) give the assignee governance, voting, or information rights. The assignee receives only the economic rights (distributions and return of contributions). The assignor remains a member unless dissociated.

**VI.02 Transfer Restrictions.**

The Members impose the following restrictions on transfers:

**Transfer restrictions:**

**VI.03 Right of First Refusal.**

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

**Days to exercise ROFR:**

**VI.04 Buy-Sell Provisions.**

Buy-sell trigger events:

- (a) Voluntary sale or transfer.
- (b) Death of a Member.
- (c) Disability or incapacity.
- (d) Bankruptcy.
- (e) Divorce (involuntary transfer).
- (f) Expulsion under the operating agreement.

**Valuation method:**

**Payment timeline:**

**VI.05 Dissociation Events.**

Under ORC § 1706.411, dissociation events include: an event stated in this Agreement, expulsion under the operating agreement, specified unanimous consent events, court order, death, guardianship appointment, assignment of all membership interests, or certain entity termination events. Under ORC § 1706.412, a dissociated member loses governance rights and receives only the distributions they would otherwise have received.

**VI.06 90-Day Last-Member Dissolution Trap.**

Under ORC § 1706.47, if the last remaining member dissociates and no substitute member is admitted within 90 CONSECUTIVE DAYS, the LLC dissolves. Succession clauses for single-member LLCs and buyout clauses for multi-member LLCs prevent this outcome.

## **ARTICLE VII MEMBER RIGHTS AND OBLIGATIONS**

### **7.01 Member Direction Ceded to Manager.**

This Agreement designates manager-managed governance. Members cede their default direction and oversight authority under ORC § 1706.30(A) to the named Manager(s), except for reserved powers in Section V.04.

### **7.02 No Member Remuneration.**

Under ORC § 1706.30(E), no member is entitled to remuneration for services solely by reason of being a member unless this Agreement provides otherwise.

### **7.03 Equal-Distribution Default Override.**

The equal-distribution default of ORC § 1706.29(A)(1) is overridden by Articles III, IV, and Exhibit 1.

## **ARTICLE VIII ADMISSION OF NEW MEMBERS**

### **8.01 Admission Requirements.**

Under ORC § 1706.27, admission after formation requires unanimous member consent by default. Elected threshold:

**Admission threshold:**

## **ARTICLE IX LIABILITY AND INDEMNIFICATION**

### **IX.01 Liability Shield.**

Under ORC § 1706.26, a Member, Manager, or other person is not personally liable for the debts, obligations, or liabilities of the LLC solely because of their status. **IMPORTANT:** Ohio expressly states that FAILURE TO OBSERVE FORMALITIES is NOT a ground for imposing personal liability on a member. Per *Dombroski v. WellPoint, Inc.* (Ohio Supreme Court, 2008), veil-piercing is exceptional and requires more than mere disregard of formalities.

**IX.02 Indemnification ({ORC} § 1706.32).**

Under ORC § 1706.32, the Company may indemnify and hold harmless any Member, Manager, or other person, pay or reimburse expenses, and purchase insurance. The operating agreement specifies whether indemnification is mandatory or discretionary. Scope:

**Indemnification scope:**

Exclusion: no indemnification for bad-faith violations of the implied covenant of good faith and fair dealing.

**IX.03 Good Faith — Non-Waivable Floor.**

Under ORC § 1706.08(C)(4) and (5), the implied covenant of good faith and fair dealing CANNOT be eliminated or limited by this Agreement. Any provision attempting to eliminate liability for bad-faith violations of that covenant is void.

**IX.04 Insurance.**

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

**ARTICLE X  
DISSOLUTION AND WINDING UP**

**X.01 Dissolution Events.**

The Company dissolves upon (ORC § 1706.47):

- (a) An operating agreement event.
- (b) All-member consent.
- (c) 90 consecutive days after the last remaining member dissociates without a substitute member being admitted.
- (d) Court order when it is not reasonably practicable to carry on the Company’s activities.

Elected voluntary dissolution threshold:

**Dissolution threshold:**

**X.02 Winding Up.**

Upon dissolution: (a) collect and liquidate assets; (b) pay creditors; (c) distribute remaining assets to Members in proportion to their Ownership Interest percentages. File Certificate of Dissolution with the Ohio Secretary of State. A dissolved Ohio LLC may publish a claims notice under ORC § 1706.474.

**X.03 Dispute Resolution and Deadlock.**

To resolve disputes or deadlock before judicial dissolution:

**Dispute method:**

**ARTICLE XI  
AMENDMENTS**

**XI.01 All-Member Consent Default.**

Under ORC § 1706.30(C), amending this Agreement requires CONSENT OF ALL MEMBERS by default. Under ORC § 1706.082, the operating agreement may provide lower thresholds for specific types of amendments. Elected threshold:

**Amendment threshold:**

**XI.02 Written Amendment.**

All amendments must be IN WRITING. Oral modifications to this Agreement are not effective as operating agreement amendments under Ohio Revised Code Chapter 1706, particularly because fiduciary duty modifications require a written operating agreement (ORC § 1706.08).

**XI.03 Records.**

All amendments shall be maintained at the Company’s principal office per ORC § 1706.172.

**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 Ohio, specifically the Ohio Revised Limited Liability Company Act, Ohio Revised Code Chapter 1706.

**XII.04 Dispute Resolution.**

Disputes arising out of or relating to this Agreement shall be resolved as follows:

**Method:**

**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. Ohio does not require notarization of an LLC operating agreement. This Agreement is NOT filed with the Ohio Secretary of State. All Members should sign.

**XII.07 No Third-Party Beneficiaries.**

This Agreement is for the benefit of the Members and the Company, consistent with ORC § 1706.08.

**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. Ohio does not require notarization. This Agreement is NOT filed with the Ohio 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.)*

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**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: 120px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>
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<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: 120px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>
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**Total Ownership:**  %

This Exhibit overrides the EQUAL-DISTRIBUTION DEFAULT of ORC § 1706.29(A)(1). Manager authority under ORC § 1706.18 must be EXPRESSLY GRANTED in this Agreement — a manager title alone does not confer signing authority. All future contribution obligations must be in a SIGNED WRITING (ORC § 1706.281).

## LEGAL DISCLAIMER

This Manager-Managed Operating Agreement template for an Ohio 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 Ohio Revised Limited Liability Company Act, Ohio Revised Code Chapter 1706, including ORC §§ 1706.01(R), 1706.04, 1706.08, 1706.081, 1706.082, 1706.09, 1706.16, 1706.18, 1706.19, 1706.26, 1706.27, 1706.281, 1706.29, 1706.30, 1706.31, 1706.311, 1706.32, 1706.34, 1706.341, 1706.342, 1706.411, 1706.412, 1706.47, 1706.474, 1706.76, 1706.761, and 1706.83. Chapter 1706 governs all Ohio LLCs since February 11, 2022. Laws change; Boost Suite does not guarantee that this template reflects the most current version of Ohio law. LLCs with complex structures should have this Agreement reviewed by a licensed Ohio attorney before execution.

### Your Ohio LLC Resources:

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

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