

OKLAHOMA LIMITED LIABILITY COMPANY MULTI-MEMBER OPERATING AGREEMENT

(Member-Managed Election)

Governed by the Oklahoma Limited Liability Company Act (OLLCA), Title 18, Oklahoma Statutes

ARTICLE I ORGANIZATION

1.01 Formation and Governing Law.

This Limited Liability Company (the “Company”) is organized under the Oklahoma Limited Liability Company Act (OLLCA), Title 18, Oklahoma Statutes (the “Act”), as amended by Senate Bill 649 (Laws 2024, c. 121), effective November 1, 2024. The rights and obligations of the Members and the governance of the Company are subject to the Act except as expressly modified by this 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 with the Oklahoma Secretary of State under 18 OK Stat § 2005. Domestic LLC filing fee: \$100 (online or mail). Same-day in-person filing: additional \$25. Credit card payments incur a 4% service charge. This Operating Agreement is an internal document and is NOT filed with the Oklahoma Secretary of State.

1.04 Operating Agreement — Oral, In a Record, or Implied.

Under 18 OK Stat § 2001, an operating agreement may be ORAL, IN A RECORD, IMPLIED, OR ANY COMBINATION of those forms. Under 18 OK Stat § 2012.2, this Agreement governs: (1) relations among Members and between Members and the Company; (2) the rights and duties of a person acting as manager; (3) the Company’s activities and the conduct of those activities; and (4) the means and conditions for amending this Agreement. If this Agreement is silent, the Act controls. This Agreement is adopted in WRITTEN form for evidentiary clarity, banking, and enforceability.

1.05 Single-Member Enforceability.

Under 18 OK Stat § 2012.2(C), an operating agreement for an LLC with only one member is NOT UNENFORCEABLE merely because there is only one person who is a party to it.

1.06 Non-Overridable Provisions.

This Agreement may not eliminate the duty of loyalty or the obligation of good faith and fair dealing (18 OK Stat § 2017(C)). The articles or operating agreement may define the scope of duties if not MANIFESTLY UNREASONABLE.

1.07 Registered Agent and Registered Office.

Under 18 OK Stat § 2005 and § 2007, every Oklahoma LLC must continuously maintain a registered agent and a registered office in Oklahoma. The registered office must be a STREET ADDRESS — P.O. boxes are not acceptable.

Registered Agent Name:

Registered Office Address:

1.08 Principal Office.

The principal office (principal place of business) of the Company is. P.O. boxes are not acceptable for the principal place of business.

Principal Office Address:

1.09 Purpose.

The Company is organized to engage in:

and any lawful activity permitted under the Act.

1.10 Annual Certificate.

Under 18 OK Stat § 2055.2, Oklahoma LLCs file an Annual Certificate (NOT an “annual report”) with the Oklahoma Secretary of State. Annual Certificate fee: \$25. Due date: ANNIVERSARY DATE of the original Articles of Organization filing. Under § 2055.2(D), an LLC that fails to file and pay within 60 DAYS AFTER THE DUE DATE ceases to be in good standing. Under § 2055.2(F), an LLC not in good standing may NOT maintain an action, suit, or proceeding in an Oklahoma court until reinstated.

1.11 Franchise Tax and BOI.

Oklahoma’s franchise tax was ELIMINATED beginning with tax year 2024. The Annual Certificate still applies. Regarding FinCEN BOI: under the March 2025 interim final rule, domestic U.S. entities (including domestic Oklahoma LLCs) are currently EXEMPT from BOI reporting. Foreign reporting companies remain subject to updated rules. Verify at fincen.gov/boi before relying on this statement.

1.11b No Publication Requirement.

No LLC newspaper publication requirement was identified in the official Oklahoma Secretary of State formation materials or in the core Oklahoma LLC formation statutes reviewed. Oklahoma does not impose a New York-style publication step for domestic LLC formation.

1.12 SB 649 — November 1, 2024 Updates.

Senate Bill 649 (Laws 2024, c. 121), effective November 1, 2024, materially amended the OLLCA. Key changes relevant to this Agreement: (a) Registered Series (18 OK Stat § 2054.5): if this Agreement authorizes a series, a registered series may be formed by filing Articles of Registered Series with the Oklahoma Secretary of State. (b) Protected Series (18 OK Stat § 2054.4): this Agreement may establish one or more designated series with separated assets and liabilities internally. (c) LLC Division (18 OK Stat § 2054.9): a domestic Oklahoma LLC may divide into two or more domestic LLCs via a plan of division; if this Agreement does not address adoption, statutory fallback rules apply. (d) Electronic Execution (18 OK Stat § 2058.1): acts under the OLLCA or this Agreement may be signed electronically, and an electronic record is equivalent to a written document.

ARTICLE II DEFINITIONS

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

- (a) “Act” or “OLLCA” means the Oklahoma Limited Liability Company Act, Title 18, Oklahoma Statutes, as amended, including SB 649 effective November 1, 2024.
- (b) “Agreement” means this written Operating Agreement, as amended.
- (c) “Articles” means the Company’s Articles of Organization filed with the Oklahoma 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, a promissory note, or another binding obligation to contribute cash, property, or services (18 OK Stat § 2023).

- (f) “Ownership Interest” means a Member’s interest in the Company as set forth in Exhibit 1.
- (g) “Membership Interest” means the full interest of a Member. Under 18 OK Stat § 2033, a membership interest is NOT TRANSFERABLE; only the capital interest may be assigned, and assignment does NOT transfer management or member rights.
- (h) “Profit-Interest Default” means the statutory rule under 18 OK Stat § 2020(A) that voting is in proportion to each member’s profit interest unless this Agreement provides otherwise.
- (i) “Contribution-Value Default” means the statutory rule under 18 OK Stat § 2025 that profits and losses are allocated on the basis of the agreed value of contributions received and not returned, unless this Agreement provides otherwise.
- (j) “SOS” means the Oklahoma 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 18 OK Stat § 2023, contributions may be cash, property, services rendered, a promissory note, or another binding obligation. OKLAHOMA DEFAULT: Under 18 OK Stat § 2025, if this Agreement were silent, profits and losses would be allocated on the basis of the AGREED VALUE OF EACH MEMBER’S CONTRIBUTIONS RECEIVED AND NOT RETURNED — not equal shares and not necessarily ownership percentages. This Agreement overrides that default.

III.02 Contribution-Value Default Override.

The Members expressly override the contribution-value default of 18 OK Stat § 2025: all profit and loss allocations shall follow the Ownership Interest percentages in Exhibit 1.

III.03 Capital Accounts.

The Company shall maintain a separate Capital Account for each Member, 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 Contribution Obligations.

Under 18 OK Stat § 2024, a WRITTEN contribution obligation is enforceable unless this Agreement provides otherwise. No Member shall be required to make any additional Contribution without the written consent of all Members.

III.05 No Interest or Remuneration.

No Member is entitled to interest on Contributions or to remuneration for services solely by reason of being a Member unless this Agreement provides otherwise.

**ARTICLE IV
ALLOCATIONS AND DISTRIBUTIONS**

IV.01 Profit and Loss Allocation.

Profits and losses shall be allocated in proportion to each Member’s Ownership Interest in Exhibit 1, overriding the contribution-value default of 18 OK Stat § 2025.

IV.02 Distributions.

Distributions shall be authorized by the Authorized Persons and allocated in proportion to each Member’s Ownership Interest. Authorized by:

Authorized by:

IV.03 Distribution Restrictions.

Under 18 OK Stat § 2030, no distribution may be made if doing so would violate the Act’s solvency limitations. No distribution that would render the Company unable to pay its debts as they come due in the ordinary course is permitted.

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 Oklahoma Tax Compliance.

Federal tax classification: single-member LLCs are disregarded entities; multi-member LLCs are partnerships by default; corporate treatment via Form 8832 (C corp) or Form 2553 (S corp). Oklahoma’s franchise tax was ELIMINATED beginning with tax year 2024. Oklahoma income tax, sales tax permit, and withholding registration obligations may apply depending on Company activities. Verify with the Oklahoma Tax Commission.

**ARTICLE V
MANAGEMENT — MEMBER-MANAGED (ELECTED)**

V.01 Member-Managed Election.

Oklahoma’s DEFAULT is manager-managed (18 OK Stat § 2013(A)). This Agreement elects member-managed governance under 18 OK Stat § 2015(A). When member-managed: members are deemed managers for purposes of the Act; members have and are subject to all duties and liabilities of managers. IMPORTANT: this election must be stated in either the Articles of Organization or this Operating Agreement to override the § 2013(A) manager-managed default.

V.02 Equal Rights and Majority Rule.

Each Member has equal rights in management. Ordinary-course matters are decided by a majority of members. Member voting defaults under 18 OK Stat § 2020(A) to each member’s PROFIT INTEREST. The Members elect:

Voting basis:

V.03 Agency Power of Members.

When member-managed, under 18 OK Stat § 2019 (applied through § 2015), each Member is an agent of the Company for ordinary-course business. Authorized signatories:

Authorized signatories:

V.04 Actions Requiring Special Consent.

Under 18 OK Stat § 2037, the following require special consent:

- (a) Amending this Operating Agreement.
- (b) Dissolution of the Company.
- (c) Merger, conversion, or reorganization.
- (d) Approving a plan of division under § 2054.9.
- (e) Selling, leasing, or exchanging all or substantially all Company assets.

Elected threshold:

Extraordinary threshold:

V.05 Member Duties.

When member-managed, Members are deemed managers and owe duties under 18 OK Stat § 2016: good faith, ordinary care, and acting in a manner reasonably believed to be in the best interests of the Company. The duty of loyalty and the obligation of good faith and fair dealing CANNOT be eliminated (18 OK Stat § 2017(C)).

V.06 Charging Order.

A judgment creditor of a Member may obtain a charging order against the Member’s membership interest. The holder receives distributions only.

ARTICLE VI

TRANSFER OF MEMBERSHIP INTERESTS

VI.01 Membership Interest Not Transferable.

OKLAHOMA DEFAULT: Under 18 OK Stat § 2033, a membership interest is NOT TRANSFERABLE. A member may assign the associated CAPITAL INTEREST in whole or in part, but an assignment does NOT give the assignee: management rights, voting rights, information rights, or membership status. The assignee receives economic rights only (distributions, return of contributions). This is a stronger restriction than many states.

VI.02 Transfer Restrictions — Admitted by Agreement.

The Members may admit an assignee as a Member only as provided in this Agreement:

Admission threshold:

VI.03 Right of First Refusal.

Before any assignment of a capital interest to a third party, the assigning Member shall 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 assignment of capital interest.
- (b) Death of a Member.
- (c) Disability or incapacity.
- (d) Bankruptcy.
- (e) Divorce (involuntary assignment).
- (f) Expulsion under this Agreement.

Valuation method:

Payment timeline:

VI.05 Withdrawal / Cessation of Membership.

The operating agreement may provide for expulsion of a Member, with or without cause. Without a withdrawal provision, statutory rules apply. Each departure should trigger a defined buyout and valuation.

ARTICLE VII
ADMISSION OF NEW MEMBERS

7.01 Admission Requirements.

Under 18 OK Stat § 2033, a membership interest is NOT transferable. An assignee may become a Member only as provided in this Agreement. Elected threshold:

Admission threshold:

7.02 Oklahoma Default Warnings.

OKLAHOMA TRAPS: (1) Oklahoma defaults to MANAGER-MANAGED (18 OK Stat § 2013(A)) — this Agreement overrides that in Article V. (2) Voting defaults to PROFIT INTEREST (18 OK Stat § 2020(A)), not per capita — override in Section V.02. (3) Profit/loss allocation defaults to CONTRIBUTION VALUES (18 OK Stat § 2025) — overridden in Articles III and IV. (4) Membership interests are NOT TRANSFERABLE by default (18 OK Stat § 2033) — address capital interest assignment in Article VI.

ARTICLE VIII
LIABILITY AND INDEMNIFICATION

VIII.01 Liability Shield.

Under 18 OK Stat § 2022, a Member or Manager is not personally liable for the Company’s debts, obligations, or liabilities solely by reason of being a Member or Manager or acting as a Member or Manager.

VIII.02 Indemnification.

The Company may indemnify and hold harmless any Member, Manager, or agent for acts taken in good faith in the best interests of the Company. No indemnification is permitted for: (a) acts not in good faith; (b) acts involving intentional misconduct or knowing violation of law; (c) transactions in which the person received an improper personal benefit. Scope:

Indemnification scope:

VIII.03 Fiduciary Duty Floor.

Under 18 OK Stat § 2017(C), the duty of loyalty and the obligation of good faith and fair dealing CANNOT be eliminated. Any provision attempting to eliminate these obligations is void.

VIII.04 Insurance.

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

**ARTICLE IX
DISSOLUTION AND WINDING UP**

IX.01 Dissolution Events.

The Company dissolves upon (18 OK Stat § 2037):

- (a) The latest dissolution date stated in the Articles (if any).
- (b) An event specified in writing in this Operating Agreement.
- (c) Unanimous written member consent, unless this Agreement provides otherwise.
- (d) No remaining members with no cure within the statutory period.
- (e) Judicial dissolution.

Elected voluntary dissolution threshold:

Dissolution threshold:

IX.02 Winding Up.

Upon dissolution (18 OK Stat § 2039), managers may bind the Company for acts appropriate to wind up affairs. Under 18 OK Stat § 2040, winding-up distributions follow the statutory priority: (a) creditors; (b) members in accordance with this Agreement. File Articles of Dissolution with the Oklahoma Secretary of State.

IX.03 Dispute Resolution and Deadlock.

To resolve disputes or deadlock before dissolution:

Dispute method:

**ARTICLE X
AMENDMENTS**

X.01 Amendment Threshold.

Amending this Agreement requires the following member approval:

Amendment threshold:

X.02 Written Amendments.

Although 18 OK Stat § 2001 recognizes oral and implied operating agreements, all amendments to this written Agreement must be IN WRITING. Under 18 OK Stat § 2058.1, amendments may be signed electronically.

X.03 Electronic Execution.

Under 18 OK Stat § 2058.1 (effective November 1, 2024, per SB 649), acts governed by the OLLCA or this Agreement may be documented electronically, and an electronic record is equivalent to a written document.

ARTICLE XI GENERAL PROVISIONS

XI.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.

XI.02 Severability.

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

XI.03 Governing Law.

This Agreement shall be governed by the laws of the State of Oklahoma, specifically the Oklahoma Limited Liability Company Act, Title 18, Oklahoma Statutes.

XI.04 Dispute Resolution.

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

Method:

XI.05 Notices.

All notices shall be in writing (or electronic under 18 OK Stat § 2058.1) and delivered by personal delivery, certified U.S. mail, or e-mail with confirmation.

XI.06 Counterparts and Signatures.

This Agreement may be executed in counterparts, including electronically (18 OK Stat § 2058.1). Oklahoma law does not require notarization. This Agreement is NOT filed with the Oklahoma Secretary of State. All Members should sign.

XI.07 No Third-Party Beneficiaries.

This Agreement is for the benefit of the Members and the Company.

XI.08 Further Assurances.

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

SIGNATURE PAGE

IN WITNESS WHEREOF, all Members have executed this written Operating Agreement. Oklahoma law does not require notarization. This Agreement is NOT filed with the Oklahoma Secretary of State. Annual Certificate: \$25 due on the anniversary date of Articles filing.

Company Name:

Effective Date:

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 Name	Address	Contribution (\$)	Ownership Interest (%)
<input style="width: 195px; height: 20px;" type="text"/>	<input style="width: 220px; height: 20px;" type="text"/>	<input style="width: 150px; height: 20px;" type="text"/>	<input style="width: 120px; height: 20px;" type="text"/>
<input style="width: 195px; height: 20px;" type="text"/>	<input style="width: 220px; height: 20px;" type="text"/>	<input style="width: 150px; height: 20px;" type="text"/>	<input style="width: 120px; height: 20px;" type="text"/>
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<input style="width: 195px; height: 20px;" type="text"/>	<input style="width: 220px; height: 20px;" type="text"/>	<input style="width: 150px; height: 20px;" type="text"/>	<input style="width: 120px; height: 20px;" type="text"/>

Total Ownership: %

OKLAHOMA TRAP OVERRIDES: (1) Profit/loss allocation overrides contribution-value default (18 OK Stat § 2025). (2) Voting basis overrides profit-interest default (18 OK Stat § 2020(A)). (3) Membership interests are NOT TRANSFERABLE by default (18 OK Stat § 2033) — see Article VI for capital interest assignment rules.

LEGAL DISCLAIMER

This Multi-Member (Member-Managed) Operating Agreement template for an Oklahoma 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 Oklahoma Limited Liability Company Act (OLLCA), Title 18, Oklahoma Statutes, including 18 OK Stat §§ 2001, 2005, 2007, 2012.2, 2013, 2015, 2016, 2017, 2018, 2019, 2020, 2022, 2023, 2024, 2025, 2030, 2033, 2036, 2037, 2039, 2040, 2054.4, 2054.5, 2054.9, 2055, 2055.2, 2058.1, and 2061, as amended by Senate Bill 649 (Laws 2024, c. 121), effective November 1, 2024. Laws change; Boost Suite does not guarantee that this template reflects the most current version of Oklahoma law. LLCs with complex structures should have this Agreement reviewed by a licensed Oklahoma attorney before execution.

Your Oklahoma LLC Resources:

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

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