

OHIO LLC OPERATING AGREEMENT

Company Name:

Principal Office Address:

Article I – Formation

This Limited Liability Company Operating Agreement (the “Agreement”) is hereby entered into by the Members of the Company formed pursuant to the Ohio Limited Liability Company Act (the “Act”). The Company shall be formed as a Limited Liability Company pursuant to the laws of the State of Ohio and subject to the terms and conditions set forth herein.

Article II – Name and Principal Place of Business

The name of the Company shall be the name set forth above. The principal place of business of the Company shall be the address set forth above or such other place as the Members may determine from time to time.

Article III – Purpose

The purpose of the Company is to engage in any lawful business for which limited liability companies may be organized under the laws of the State of Ohio and to do all things necessary or convenient to carry out its business.

Article IV – Duration

The duration of the Company shall be perpetual unless dissolved in accordance with this Agreement or the Act.

Article V – Members

The Company shall have one or more Members, as identified on the attached Exhibit A. Admission of additional Members shall require the unanimous consent of the existing Members, except as otherwise provided herein.

Article VI – Capital Contributions

Each Member shall contribute capital to the Company as set forth on Exhibit A. No Member shall be required to make any additional capital contributions unless agreed to unanimously by all Members.

Article VII – Allocation of Profits and Losses

Profits and losses of the Company shall be allocated to the Members in proportion to their respective Percentage Interests as set forth on Exhibit A, unless otherwise agreed in writing by all Members.

Article VIII – Distributions

Distributions of cash or other assets shall be made to the Members at such times and in such amounts as determined unanimously by the Members, in accordance with their Percentage Interests.

Article IX – Management

The Company shall be managed by its Members. Each Member shall have authority to act on behalf of the Company except as limited by this Agreement or the Act. Decisions shall be made by majority vote unless otherwise specified.

Article X – Meetings

Regular meetings of the Members may be held at such times and places as determined by the Members. Notice of meetings shall be given to each Member not less than five (5) days prior to the meeting date.

Article XI – Books and Records

The Company shall maintain complete and accurate books and records of its operations and financial affairs. Such books and records shall be made available to any Member for inspection and copying during reasonable business hours.

Article XII – Transfers of Membership Interests

No Member may transfer, assign, or encumber their Membership Interest without the prior written consent of all other Members, except as otherwise permitted by the Act or this Agreement.

Article XIII – Dissolution and Winding Up

The Company shall be dissolved upon the occurrence of any event requiring dissolution under the Act or upon unanimous consent of the Members. Upon dissolution, the Company shall wind up its affairs in accordance with the Act.

Article XIV – Indemnification

To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Member and Manager against any and all expenses and liabilities incurred by reason of the status of Member or Manager, except for gross negligence or willful misconduct.

Article XV – Amendments

This Agreement may be amended only by a written instrument signed by all Members.

Article XVI – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to principles of conflict of laws.

Article XVII – Miscellaneous Provisions

Headings used in this Agreement are for convenience only and shall not affect the interpretation. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. The Agreement constitutes the entire understanding among the Members with respect to the subject matter herein.

MEMBER SIGNATURES

Signature: _____

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