OPERATING AGREEMENT

FOR

:

A COLORADO SINGLE-MEMBER LIMITED LIABILITY COMPANY

Effective Date:

ARTICLE I — COMPANY FORMATION

1.01 Formation

The Member formed a Limited Liability Company (the "Company") by filing Articles of Organization with the Colorado Secretary of State, pursuant to the Colorado Limited Liability Company Act, CRS Title 7, Article 80. This Agreement governs the Company's affairs. Pursuant to § 7-80-108(1)(b) of the Colorado Limited Liability Company Act, the Company is bound by the terms of this Agreement. Where this Agreement conflicts with the Colorado Limited Liability Company Act, this Agreement controls to the extent permitted by law.

Note: Pursuant to § 7-80-102 of the Colorado Limited Liability Company Act, an operating agreement need not be in writing; however, this executed written Agreement is strongly recommended for banking, liability protection, and evidentiary purposes. Per LaFond v. Sweeney (2015 CO 3), absent a written agreement Colorado default rules apply. Pursuant to § 7-80-108(3), restrictions on the transfer of membership interest must be in written form to be enforceable.

Filing Date:

1.02 Company Name

LLC Name:

The Member may change the Company name provided it complies with Colorado naming requirements under § 7-90-601 of the Colorado Limited Liability Company Act, requiring the name to be "distinguishable" from other registered entities.

1.03 Registered Agent and Registered Office

Registered Agent Name:

Registered Office Address:

1.04 Term
The Company continues perpetually unless dissolved under this Agreement or pursuant to the Colorado Limited Liability Company Act, CRS Title 7, Article 80.

1.05 Business Purpose
The Company may engage in any lawful business activity permitted under the Colorado Limited Liability Company Act, CRS Title 7, Article 80, and all other applicable state and federal law.

1.06 Principal Place of Business
Principal Office Address:

ARTICLE II — THE MEMBER

2.01 Member Information
Member Name:

Member Address:

Ownership Interest: 100%

2.02 Admission of Additional Members
New members may be admitted only by written amendment signed by the Member and the incoming member. A transferee receiving only a transferable interest does not become a Member and receives no voting or management rights pursuant to the Colorado Limited Liability Company Act, CRS Title 7, Article 80.

Amendment Date (if applicable):

ARTICLE III — CAPITAL CONTRIBUTIONS

3.01 Initial Contributions
The Member's initial contribution is described in Exhibit 1. Pursuant to § 7-80-501 of the Colorado Limited Liability Company Act, contributions may be in any form, including cash, property, or services.

Total Initial Contribution: $

3.02 Additional Contributions
Any additional contribution shall be documented in writing.

Additional Contribution Terms:

3.03 Withdrawal of Capital
Capital may be withdrawn only through distributions pursuant to Article IV or dissolution pursuant to Article X. No withdrawal shall render the Company unable to pay debts as they come due in the ordinary course of business.

3.04 Return of Capital
Return of capital is limited to Company assets remaining after satisfaction of all Company obligations.

ARTICLE IV — PROFITS, LOSSES, AND DISTRIBUTIONS

4.01 Profits and Losses
Profits and losses shall be determined annually and allocated entirely to the Member per Treasury Regulation § 1.704-1. The Member acknowledges that, absent this Agreement, § 7-80-503 of the Colorado Limited Liability Company Act would allocate profits and losses on a per-capita basis regardless of capital contributed.

4.02 Distributions
The Member may distribute available funds at any time, provided sufficient funds remain for the Company's debts, liabilities, and working capital.

Distribution Schedule / Notes:

4.03 In-Kind Distributions
In-kind distributions are permitted if fair market value is determined before distribution and the capital account is adjusted accordingly.

4.04 Withholdings
The Company may withhold amounts required by federal, state, or local law. Withheld amounts shall be treated as distributed to the Member.

4.05 Liquidation Distributions
Upon dissolution, liquidation distributions shall follow the Colorado

Limited Liability Company Act, CRS Title 7, Article 80, and the Member's positive capital account balance per Treasury Regulation § 1.704-1(b)(2)(iv).

ARTICLE V — MANAGEMENT

5.01 Member-Managed Structure
Pursuant to § 7-80-401 of the Colorado Limited Liability Company Act, the Company is member-managed, which is the default under the Colorado Limited Liability Company Act. The Member has full authority over the Company's daily operations.

5.02 Powers of the Member
The Member is authorized to:

(a) Make all decisions regarding operations, including the sale, acquisition, lease, or disposition of assets; borrowing funds; hiring and terminating employees; and settling claims.

(b) Execute all contracts, checks, drafts, notes, leases, mortgages, and other instruments on behalf of the Company.

(c) Open, maintain, and close bank accounts. Company funds shall not be commingled with personal funds.

(d) Take any other action necessary to carry out the business and purposes of the Company.

5.03 Authorized Persons
The Member may appoint officers or agents for limited operational or banking purposes.

Authorized Person(s):

Title(s):

5.04 Fiduciary Duties
Pursuant to § 7-80-404 of the Colorado Limited Liability Company Act, the Member shall act in good faith consistent with the duty of loyalty and duty of care. The duty of loyalty requires that the Member not self-deal, compete with the Company, or take business opportunities belonging to the Company. The duty of care requires informed, good-faith decision-making in all management actions. Pursuant to § 7-80-108(1.5), any modification of fiduciary duties must not be

manifestly unreasonable. Pursuant to § 7-80-108(2), the obligation of good faith and fair dealing under § 7-80-404(3) may not be eliminated, though it may be defined within reasonable limits.

ARTICLE VI — LIABILITY AND INDEMNIFICATION

6.01 Limitation of Liability
The Member shall not be personally liable for the Company's debts or obligations solely by reason of being a Member, pursuant to the Colorado Limited Liability Company Act, CRS Title 7, Article 80. Maintaining the Company as a separate entity — including separate bank accounts, documented capital contributions, and formal distribution records — is essential to this protection.

6.02 Exculpation
Acts or omissions undertaken in good faith to promote the Company's interests shall not subject the Member to personal liability, provided the conduct does not constitute fraud, gross negligence, or intentional misconduct.

6.03 Indemnification
To the fullest extent permitted by the Colorado Limited Liability Company Act, CRS Title 7, Article 80, the Company may indemnify the Member, employees, officers, and agents for costs incurred in connection with Company business, except where liability arises from fraud, gross negligence, or intentional misconduct.

ARTICLE VII — COMPENSATION AND REIMBURSEMENT

7.01 Compensation
Compensation Amount / Terms:

7.02 Reimbursement
The Company shall reimburse the Member for documented out-of-pocket expenses incurred in connection with Company business, upon presentation of appropriate receipts or records.

ARTICLE VIII — BOOKS AND RECORDS

8.01 Accounting
The Company shall maintain complete and accurate books and records at its principal office. The accounting period shall be the calendar year.

Records Location:

8.02 Required Records
The Company shall maintain: (a) this signed Agreement and all amendments; (b) Articles of Organization; (c) federal, state, and local tax returns for the three (3) most recent years; (d) financial statements for the three (3) most recent years; and (e) records of all Member resolutions.

Note: This Agreement shall not be filed with the Colorado Secretary of State. Pursuant to § 7-90-908, failure to file three (3) consecutive Periodic Reports ($25/year) may result in administrative dissolution.

8.03 Tax Treatment
The Company is a disregarded entity (sole proprietorship) for federal income tax purposes unless an alternative classification is elected.

Tax Election (if changed):

☐ S-Corporation (IRS Form 2553) ☐ C-Corporation (IRS Form 8832) ☐ Default — Disregarded Entity

8.04 Capital Account
The Member's capital account shall be maintained per Treasury Regulation § 1.704-1(b)(2)(iv). Increased by contributions and income; decreased by distributions and losses.

ARTICLE IX — TRANSFER OF INTEREST

9.01 Transferable Interest
Pursuant to the Colorado Limited Liability Company Act, CRS Title 7, Article 80, only the Member's transferable interest — the right to receive distributions — is freely transferable. Pursuant to § 7-80-108(3), any restriction on the transfer of membership interest must be in written form to be enforceable.

9.02 Admission of Transferee
Transfer of a transferable interest alone does not admit the transferee as a Member. Full membership requires written admission per Section 2.02. Until admitted, a transferee has no voting or management rights.

ARTICLE X — DISSOLUTION

10.01 Events Triggering Dissolution
The Company shall be dissolved upon:

(a) The Member elects dissolution in writing;

(b) No remaining member exists for ninety (90) consecutive days pursuant to § 7-80-801 of the Colorado Limited Liability Company Act, unless transferable interest holders consent in writing to continue and admit a new member within that period. Pursuant to § 7-80-108(2), this continuation window may not exceed one (1) year from the date of membership termination;

(c) Judicial dissolution ordered by a court pursuant to the Colorado Limited Liability Company Act, CRS Title 7, Article 80; or

(d) Any other event specified in the Articles of Organization or this Agreement.

10.02 Distributions After Dissolution
Upon dissolution, creditors shall be paid first (including the Member as a creditor), then remaining assets distributed to the Member pursuant to the Colorado Limited Liability Company Act, CRS Title 7, Article 80.

10.03 Winding Up
Liquidator Name (if other than the Member):

The liquidator's authority shall be documented in Company records and be consistent with the Colorado Limited Liability Company Act, CRS Title 7, Article 80.

ARTICLE XI — GENERAL PROVISIONS

11.01 Governing Law
This Agreement shall be governed by the laws of the State of Colorado,

including the Colorado Limited Liability Company Act, CRS Title 7, Article 80.

11.02 Amendment
This Agreement may be amended only by a written amendment signed by the Member, dated and maintained with Company records.

11.03 Venue
County:

Colorado.

11.04 Severability
If any provision is held invalid or unenforceable pursuant to § 7-80-108(2) of the Colorado Limited Liability Company Act or otherwise, it shall be severed; the remainder shall continue in full force and effect.

11.05 Entire Agreement
This Agreement, the Articles of Organization, and all exhibits hereto constitute the complete agreement of the Member.

11.06 No Filing Required
This Agreement shall not be filed with the Colorado Secretary of State. The Member shall retain the signed original with Company records.

CERTIFICATION OF SOLE MEMBER

IN WITNESS WHEREOF, the undersigned, being the sole Member of the Company, has adopted and agreed to be bound by the terms of this Operating Agreement as of the date first written above.

Date:

Signature:

Printed Name:

Address:

Ownership Interest: 100%

EXHIBIT 1 — CAPITAL CONTRIBUTIONS

This Exhibit is attached to the Operating Agreement for (LLC Name):

LLC Name (Exhibit 1):

Colorado Single-Member Limited Liability Company.

Description of Contribution	Amount ($)
TOTAL INITIAL CONTRIBUTION	

SIGNED this:

Signature:

Printed Name:

EXHIBIT 2 — BANK RESOLUTION

This Bank Resolution is adopted by the sole Member of the Company identified below.

Company Name:

Bank Name:

Bank Address:

Account Title:

Principal Office:

Resolution Date:

RESOLVED, the financial institution identified above is hereby designated as the official depository for this Company.

RESOLVED FURTHER, the authorized signer(s) listed below are authorized to sign checks, drafts, and payment orders on behalf of the Company.

RESOLVED FURTHER, Company funds shall not be commingled with the personal funds of any Member or other person.

Authorized Signer(s):

Title(s):

This authorization remains in effect until written notice of change is received by the financial institution.

Date:

Signature:

Printed Name:

LEGAL DISCLAIMER

This Operating Agreement template is provided by Boost Suite (boostsuite.com) for informational and educational purposes only. It does not constitute legal advice and should not be relied upon as a substitute for consultation with a licensed attorney.

This template is customized with Colorado-specific statute references under the Colorado Limited Liability Company Act, CRS Title 7, Article 80. It may not address all legal requirements specific to your LLC or situation.

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